

PUBLIC UTILITIES COMMISSION

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May 24, 2005

Advice Letter 2623-E

Ms Rose de la Torre
Pacific Gas and Electric Company
77 Beale Street, Room 1088
Mail Code B10C
San Francisco, CA 94105

Subject: Proposal for Adoption of Summer Demand Reduction Programs

Dear Ms de la Torre:

Advice Letter 2623-E is effective March 19, 2005. A copy of the advice letter is sent herewith for your records.

Sincerely,

A handwritten signature in black ink, appearing to read "Sean H. Gallagher".

Sean H. Gallagher
Director
Energy Division



**Pacific Gas and
Electric Company**

Brian K. Cherry
Director
Regulatory Relations

77 Beale Street, Room 1087
San Francisco, CA 94105

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February 7, 2005

**Advice 2623-E
(Pacific Gas and Electric Company ID U 39 E)**

Public Utilities Commission of the State of California

Subject: 2005 Demand Response Programs – Addition and modifications to Demand Response Programs in compliance with Decision 05-01-056. Addition of Schedule E-20/20 and revisions to Electric Rate Schedules E-BIP, E-DBP, E-CPP, A-1, A-6, A-10, E-19, E-20, E-25, E-36, E-37, AG-1, AG-4, AG-5, Demand Response Program Agreement (Form 79-976), and Customer Agreement and Password Agreement Governing Use of Internet Based Software (Form 79-977). Revision to the Advanced Metering and Demand Response Account (AMDRA) Preliminary Statement.

Pacific Gas and Electric Company (PG&E) hereby submits for filing revisions to its current demand response electric tariffs and associated agreement for approval. In compliance with Commission Decision 05-01-056, dated January 27, 2005, and as ordered, tariff sheets have been revised and are listed on the enclosed Attachment. PG&E is also filing a revised Demand Response Program Agreement and Customer Agreement and Password Agreement Governing Use of Internet Based Software.

Purpose

The purpose of this filing is to comply with Commission Decision 05-01-056 dated January 27, 2005 by: (1) adding Rate Schedule E-20/20; (2) modifying existing electric Rate Schedules E-BIP, E-DBP, E-CPP, A-1, A-6, A-10, E-19, E-20, E-25, E-36, E-37, AG-1, AG-4, and AG-5; (3) submitting revised versions of the Demand Response Program Agreement (Form 79-976) and the Customer Agreement and Password Agreement Governing Use of Internet Based Software; and (4) revising the Advanced Metering and Demand Response Account (AMDRA) Preliminary Statement.

Background

On June 2, 2004, Administrative Law Judge Cooke issued a ruling approving the 2004 Schedule and Plan for the Statewide Pricing Pilot Evaluation and Customer Research Activities and Establishing Process for Evaluation of Proposed 2005 Price Responsive Demand Programs. In the ruling, the Utilities were required to

file detailed program descriptions and budgets for 2005. On October 15, in response to the June 2 ruling, PG&E filed its 2005 demand response program proposals. On November 15, PG&E filed additional demand response program proposals for 2005 in response to the November 5, 2004 "Assigned Commissioner's Ruling Directing Utilities to File Additional 2005 Programs, Budgets and Megawatt Goals" (ACR). On December 1, 2004, PG&E filed its 20/20 program proposals for 2005, as directed by the November 5, 2004 ACR.

On January 27, 2005, the Commission issued its "Opinion Approving 2005 Demand Response Goals, Programs and Budgets" (D.05-01-056). In addition to adopting modifications to existing demand response programs and new programs for 2005, the Decision also authorizes the installation of interval meters for all customers with loads greater than 200 kW, and the placement of those customers on a Time-Of-Use rate until such time a new default tariff is approved that is consistent with the December 8, 2004 ruling.

New Rate Schedule

- **Schedule E-20/20**

This program gives residential and commercial, industrial, and agricultural customers with demands less than 200 kW a one-time end of season 20% rebate for reducing their energy usage by 20% or more during the four-month summer season, (June through September billing cycle). This schedule applies to bundled service and direct access customers.

Modifications to existing Demand Response Programs

- **Schedule E-BIP – Base Interruptible Program**

As approved by the Decision, the revised E-BIP tariff expands eligibility to Direct Access customers and offers customers a second level of participation commitment that gives customers more notice to reply to the curtailment with a correspondingly reduced incentive level.

- Option A (Existing Program) – 30 minute notice, 4 hour curtailments, \$7 per kW incentive and \$6 per kWh penalty.
- Option B (New Option) – 3 hour notice, 3 hour curtailments, \$3 per kW incentive, and \$2.50 per kWh penalty.

- **Schedule E-DBP – Demand Bidding Program**

Schedule E-DBP is expanded or modified for the following:

- Allow DA participation and aggregation of accounts with the same taxpayer ID number.
- Eliminate the day-of provisions of E-DBP.
- Modify the trigger mechanism for an E-DBP Event so that a Day-Ahead event will now be called when by 3 p.m. either a CAISO Alert Notice has been issued for the following day, or when the CAISO day-head peak load forecast meets or exceeds 43,000 MW.

- Increase the performance payment for day-ahead bids, so that a participant will now earn an incentive level of the forecasted market price plus \$0.10, up to a maximum incentive of \$0.35/kWh for successful energy reduction during each hour of the E-DBP event.
 - Modify the Transitional Incentive Option provisions of the program to reflect that participation in E-DBP is not a requirement of participating in the new Technical Assistance and Equipment Incentive Program.
 - Implement a limited pilot program that allows unrelated customers on a single feeder line to participate in E-DBP as an aggregated group.
- **Schedule E-CPP – Critical Peak Pricing**
The Transitional Incentive Option section of Schedule E-CPP has been modified to eliminate the Technical Assistance provisions of the program since under the new Technical Assistance and Equipment Incentive Program participation in E-CPP is not a requirement.

Modifications to Applicability Section due to Metering and TOU requirements.

- **Schedules A-1 and AG-1**
Supplemental language is being added to these Schedules to prohibit participation in these schedules for customers who have interval data meters and whose average demand is 200 kW or greater. Customers with interval data meters who are not eligible for this rate schedule must be placed on a demand Time-Of-Use (TOU) rate schedule.

Addition of new Metering Requirements section in various Schedules

- **Schedules A-6, E-19, E-20, E-25, E-36, E-37, AG-4 and AG-5**
These schedules are being revised with the addition of a new section to state that PG&E will install the appropriate meter for the schedule and that those customers over 200 kW must have an interval meter and must be placed on a TOU schedule. Also, additional clarifying language is being added, specifying metering requirements for participating DA customers.

Revisions to the Demand Response Program Agreement (Form 79-976)

The *Demand Response Program Agreement* is being modified to reflect the program modifications as approved in the Decision: elimination of Day-Of DBP Event and associated Committed Load Reduction Amount; modification to E-BIP program options; modification of the Technical Assistance Option; and changes to the Aggregated Group/Multiple Meter Group section.

**Revisions to the Customer Agreement and Password Agreement
Governing Use of Internet-Based Software (Form 79-977)**

The Customer Agreement and Password Agreement Governing Use of Internet-Based Software form is being modified to reflect the program modifications as approved in the Decision associated with the Aggregated Group/Multiple Meter Group section.

Revisions to the Preliminary Statement

PG&E requests Commission approval to modify the Advanced Metering and Demand Response Account (AMDRA) Preliminary Statement to state that "Pursuant to Decision 05-01-056, PG&E will book the costs to install interval meters and to implement Time-of-Use rates and demand response programs (including dynamic rates adopted by the Commission) for (1) all customers with demands of 200 kW or greater required to have such interval meters and (2) customers with demands less than 200 kW choosing interval meters in order to participate in demand response programs."

PG&E confirms that it is placing the 20/20 program rate discounts in the Utility Generation Balancing Account (UGBA) for future rate recovery from bundled customers, per page 67 of Decision 05-01-056). No change is required to the UGBA preliminary statement.

Request for Commission Approval

PG&E requests the Commission approve:

1. Changes to PG&E's preliminary statement as described herein;
2. Authority to book any interval meter installation costs as well as costs relating to the implementation of TOU rates and demand response programs into the AMDRA.

Protests

Anyone wishing to protest this filing may do so by sending a letter by postal mail and facsimile by **February 28, 2005**, which is 21 days from the date of this filing. The protest must state the grounds upon which it is based, including such items as financial and service impact, and should be submitted expeditiously. Protests should be mailed to:

IMC Branch Chief – Energy Division
California Public Utilities Commission
505 Van Ness Avenue, 4th Floor
San Francisco, California 94102
Facsimile: (415) 703-2200
E-mail: jjr@cpuc.ca.gov

Protests also should be sent by e-mail and facsimile to Mr. Jerry Royer, Energy Division, as shown above, and by U.S. mail to Mr. Royer at the above address.

The protest should be sent via both e-mail and facsimile to PG&E on the same date it is mailed or delivered to the Commission at the address shown below.

Pacific Gas and Electric Company
Attention: Brian K. Cherry
Director, Regulatory Relations
77 Beale Street, Mail Code B10C
P.O. Box 770000
San Francisco, California 94177
Facsimile: (415) 973-7226
E-mail: RxDd@pge.com

Effective Date

PG&E requests that this advice filing become effective on regular notice, **March 19, 2005**, which is 40 days after the date of filing.

Notice

In accordance with General Order 96-A, Section III, Paragraph G, 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 list for Rulemaking (R.) 02-06-001. Address changes should be directed to Sandra Ciach at (415) 973-7572. Advice letter filings can also be accessed electronically at:

<http://www.pge.com/tariffs/>


Director - Regulatory Relations

Attachments

cc: Service List R.02-06-001

Cal P.U.C Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No
22751-E	Preliminary Statement Part CS—Advanced Metering and Demand Response Account (AMDRA)	22317-E
22752-E	Preliminary Statement Part CS (Cont'd.)	21565-E
22753-E	Preliminary Statement Part CS (Cont'd.)	22318-E
22754-E	Schedule A-1 – Small General Service	22548-E
22755-E	Schedule A-6 – Small General Time-of-Use Service	21340-E
22756-E	Schedule A-10 – Medium General Demand-Metered Service	21346-E
22757-E	Schedule A-10 (Cont'd)	21351-E
22874-E*	Schedule A-10 (Cont'd)	21351-E, 22201- E
22758-E	Schedule A-10 (Cont'd)	22201-E
22759-E	Schedule E-19 – Medium General Demand-Metered Time-of-Use Service	21358-E
22760-E	Schedule E-19 (Cont'd)	17092-E
22761-E	Schedule E-19 (Cont'd)	21364-E
22762-E	Schedule E-19 (Cont'd)	22207-E
22763-E	Schedule E-19 (Cont'd)	22207-E
22764-E	Schedule E-19 (Cont'd)	22208, 22207-E
22765-E	Schedule E-19 (Cont'd)	22110-E
22766-E	Schedule E-19 (Cont'd)	18864-E
22767-E	Schedule E-19 (Cont'd)	21016-E
22768-E	Schedule E-19 (Cont'd)	22111-E
22769-E	Schedule E-19 (Cont'd)	21018-E
22770-E	Schedule E-19 (Cont'd)	21019-E
22771-E	Schedule E-19 (Cont'd)	16414-E
22772-E	Schedule E-19 (Cont'd)	15330-E
22773-E	Schedule E-19 (Cont'd)	21020-E
22774-E	Schedule E-19 (Cont'd)	22565-E
22775-E	Schedule E-19 (Cont'd)	22566-E
22776-E	Schedule E-19 (Cont'd)	22210-E
22777-E	Schedule E-19 (Cont'd)	20935-E
22778-E	Schedule E-19 (Cont'd)	22567-E
22779-E	Schedule E-19 (Cont'd)	20729-E
22780-E	Schedule E-19 (Cont'd)	19805-E
22781-E	Schedule E-19 (Cont'd)	21370-E
22782-E	Schedule E-19 (Cont'd)	22669, 21371, 21383-E

* Number out of order

<u>Cal P.U.C Sheet No.</u>	<u>Title of Sheet</u>	<u>Cancelling Cal P.U.C. Sheet No</u>
22783-E	Schedule E-20 – Service to Customers with Maximum Demands of 1,000 Kilowatts or More	21372-E
22784-E	Schedule E-20 (Cont'd)	21377, 22213-E
22785-E	Schedule E-20 (Cont'd)	21373, 22213-E
22786-E	Schedule E-20 (Cont'd)	19314, 22214-E
22787-E	Schedule E-20 (Cont'd)	22214-E
22788-E	Schedule E-20 (Cont'd)	22112-E
22789-E	Schedule E-20 (Cont'd)	21022-E
22790-E	Schedule E-20 (Cont'd)	22113-E
22791-E	Schedule E-20 (Cont'd)	21024-E
22792-E	Schedule E-20 (Cont'd)	21025-E
22793-E	Schedule E-20 (Cont'd)	22114-E
22794-E	Schedule E-20 (Cont'd)	15358-E
22795-E	Schedule E-20 (Cont'd)	21027-E
22796-E	Schedule E-20 (Cont'd)	22570-E
22797-E	Schedule E-20 (Cont'd)	22571-E
22798-E	Schedule E-20 (Cont'd)	22572-E
22799-E	Schedule E-20 (Cont'd)	20944-E
22800-E	Schedule E-20 (Cont'd)	17101-E
22801-E	Schedule E-20 (Cont'd)	22670, 20945-E
22802-E	Schedule E-20 (Cont'd)	21383-E
22803-E	Schedule E-25 – Restricted Variable-Peak-Period Time-of-Use Service to Water Agencies	21387, 22217-E
22804-E	Schedule E-25 (Cont'd)	22217-E
22805-E	Schedule E-25 (Cont'd)	15378-E
22806-E	Schedule E-25 (Cont'd)	22218-E
22807-E	Schedule E-25 (Cont'd)	22671, 22575-E
22808-E	Schedule E-25 (Cont'd)	21389-E
22809-E	Schedule E-36 – Small General Service to Oil and Gas Extraction Customers	21390-E
22810-E	Schedule E-37 – Medium General Demand-Metered Time-of-Use Service to Oil and Gas Extraction Customers	21394-E
22811-E	Schedule E-37 (Cont'd)	21397-E
22812-E	Schedule E-37 (Cont'd)	New
22813-E	Schedule E-37 (Cont'd)	19315-E
22814-E	Schedule E-37 (Cont'd)	21398-E
22815-E	Schedule E-37 (Cont'd)	22673, 22580-E
22816-E	Schedule AG-1 – Agricultural Power	22604-E
22817-E	Schedule AG-R – Split-Week Time-of-Use Agricultural Power	17121-E

<u>Cal P.U.C Sheet No.</u>	<u>Title of Sheet</u>	<u>Cancelling Cal P.U.C. Sheet No</u>
22818-E	Schedule AG-R (Cont'd)	New
22819-E	Schedule AG-R (Cont'd)	21446-E
22820-E	Schedule AG-R (Cont'd)	15457-E
22821-E	Schedule AG-R (Cont'd)	15458-E
22822-E	Schedule AG-R (Cont'd)	22610-E
22823-E	Schedule AG-R (Cont'd)	22235-E
22824-E	Schedule AG-V – Short-Peak Time-of-Use Agricultural Power	17126-E
22825-E	Schedule AG-V (Cont'd)	New
22826-E	Schedule AG-V (Cont'd)	21451-E
22827-E	Schedule AG-V (Cont'd)	15468-E
22828-E	Schedule AG-V (Cont'd)	15469-E
22829-E	Schedule AG-V (Cont'd)	20971-E
22830-E	Schedule AG-V (Cont'd)	22614-E
22831-E	Schedule AG-V (Cont'd)	22237-E
22832-E	Schedule AG-4 –Time-of-Use Agricultural Power	17131-E
22833-E	Schedule AG-4 (Cont'd)	New
22834-E	Schedule AG-4 (Cont'd)	15479-E
22835-E	Schedule AG-4 (Cont'd)	15480-E
22836-E	Schedule AG-4 (Cont'd)	15482-E
22837-E	Schedule AG-4 (Cont'd)	15482-E
22838-E	Schedule AG-4 (Cont'd)	22618-E
22839-E	Schedule AG-4 (Cont'd)	22239-E
22840-E	Schedule AG-5 – Large Time-of-Use Agricultural Power	17136-E
22841-E	Schedule AG-5 (Cont'd)	New
22842-E	Schedule AG-5 (Cont'd)	15492-E
22843-E	Schedule AG-5 (Cont'd)	15493-E
22844-E	Schedule AG-5 (Cont'd)	15494-E
22845-E	Schedule AG-5 (Cont'd)	15495-E
22846-E	Schedule AG-5 (Cont'd)	22622-E
22847-E	Schedule AG-5 (Cont'd)	22241-E
22848-E	Schedule E-BIP—Base Interruptible Program	21675-E
22849-E	Schedule E-BIP (Cont'd)	20383-E
22850-E	Schedule E-BIP (Cont'd)	New
22851-E	Schedule E-BIP (Cont'd)	New
22852-E	Schedule E-BIP (Cont'd)	20384-E
22853-E	Schedule E-DBP—Demand Bidding Program	22096-E
22854-E	Schedule E-DBP (Con'td)	21680-E
22855-E	Schedule E-DBP (Con'td)	21681-E
22856-E	Schedule E-DBP (Con'td)	21682-E

<u>Cal P.U.C.</u> <u>Sheet No</u>	<u>Title of Sheet</u>	<u>Cancelling Cal</u> <u>P.U.C. Sheet No.</u>
22857-E	Schedule E-DBP (Con'td)	21683-E
22858-E	Schedule E-DBP (Cont'd)	21684-E
22860-E	Schedule E-DBP (Cont'd)	21685-E
22861-E	Schedule E-CPP—Critical Peak Pricing Program	21686-E
22862-E	Schedule E-CPP (Cont'd)	21688, 21689, 20511-E
22863-E	Schedule EZ-20/20—California 20/20 Rebate Program	New
22864-E	Schedule EZ-20/20 (Cont'd)	New
22865-E	Schedule EZ-20/20 (Cont'd)	New
22866-E	Form 79-976—Demand Response Program Agreement	21690-E
22867-E	Form 79-977—Customer Agreement and Password Agreement Governing Use of Internet-Based Software	21691-E
22868-E	Table of Contents – Sample Forms (Cont'd.)	22463, 21692-E
22869-E	Table of Contents (Cont'd) – Preliminary Statements	22643, 22019-E
22870-E	Table of Contents (Cont'd) – Rate Schedules	22634-E
22871-E	Table of Contents (Cont'd) – Rate Schedules	22633-E
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PRELIMINARY STATEMENT

CS. ADVANCED METERING AND DEMAND RESPONSE ACCOUNT (AMDRA)

1. **PURPOSE:** The purpose of the Advanced Metering and Demand Response Account (AMDRA) is to record and recovers the incremental, one-time set-up and ongoing Operating and Maintenance (O&M) and Administrative and General (A&G) expenses incurred to develop and implement, or in reasonable anticipation of implementing (i.e., all development and implementation costs incurred after January 1, 2003), the demand response programs adopted in Phase 1 and Phase 2 and subsequent rulings pertaining to the Advanced Metering, Demand Response, and Dynamic Pricing Proceeding. The authorization for recovery in Phase 1 is pursuant to Ordering Paragraph 8 of Decision 03-03-036 and in Phase 2 is pursuant to the Assigned Commissioner's Ruling and Scoping Memo, date November 24, 2003. (T)

In addition, pursuant to Decision 04-01-012, the AMDRA will also record the Statewide Pricing Pilot (SPP) 2004 activities, and the administrative costs associated with Phase 2 of Rulemaking 02-06-001.

2. **APPLICABILITY:** The AMDRA applies to all customer classes, except for those specifically excluded by the Commission.
3. **REVISIONS:** The revision dates applicable to the AMDRA shall be upon approval of the annual advice filing referenced below or as otherwise ordered by the Commission.
4. **RATES:** The current AMDRA does not have a rate component.
5. **ACCOUNTING PROCEDURE:** PG&E shall maintain the AMDRA by making entries to this account at the end of each month as follows:
 - a. A debit entry equal to the UDC's incremental one-time "set up" and ongoing O&M and A&G expenses incurred to develop and implement, or incurred in reasonable anticipation of implementing, the following programs being developed in Rulemaking 02-06-001: (1) the statewide pricing pilot (SPP) for small customers (under 200 kW), and (2) demand response tariffs and programs for large customers (greater than 200 kW), including:
 1. Market research prerequisite to SPP implementation;
 2. Development of rate, information, and technology treatments for various SPP cells;
 3. Sample design for various SPP cells;
 4. Miscellaneous pilot design refinement and implementation activities;
 5. Development of systems for billing and implementing tariffs and programs for large customers; and
 6. Miscellaneous large customer tariff refinement and implementation activities reasonably necessary to ensure timely implementation of large customer tariffs and programs approved in the Phase 1 decision.
 7. Incremental activities in 2004 as described in Decision 04-01-012 which include: (1) Automated Demand Response System Pilot and Enabling Technologies, (2) CPP-V Track A/Enhanced Website Information, (3) San Francisco Co-op Track B, and (4) Additional Pilot Evaluation and Customer Research Activities.

(Continued)



PRELIMINARY STATEMENT
(Continued)

CS. ADVANCED METERING AND DEMAND RESPONSE ACCOUNT (AMDRA) (Cont'd.)

5. ACCOUNTING PROCEDURE: (Cont'd.)

- b. In addition, pursuant to Decision 05-01-056, PG&E will book the costs to install meters and to implement Time-Of-Use rates and demand response programs (including dynamic rates adopted by the Commission) for (1) customers with demands 200 kW or greater required to have such interval meters and (2) customers with demands less than 200 kW choosing interval meters in order to participate in demand response programs. (N)
- c. A debit entry equal to PG&E's incremental O&M and A&G expenses, including costs of consultants, and costs of workshop participation, incurred after September 19, 2003, of developing analyzing proposals for and participating in Phase II of Rulemaking (R.) 02-06-001 within the scope of the November 24, 2003, Assigned Commissioner's Ruling and Scoping Memo (Phase II) issued in Docket R.02-06-001, including: (T)
 - (1) Development of an advance metering infrastructure (AMI) business case methodology, including development of costs and benefits and methodologies to evaluate the costs and benefits.
 - (2) Development of technology options, such as Air-Conditioning (A/C) Cycling, and how they interface with AMI.
 - (3) Development of PG&E's plan (both for 2004 and post-2004 proposals and activities) for achieving the Commission's 5 percent demand response target in 2007, including analysis of the feasibility of achieving the target, PG&E's position on modification of existing programs, and preliminary identification of new programs.
- d. A debit entry equal to PG&E's incremental O&M and A&G expenses, including costs of consultants and internal staff, incurred in: (1) developing an advanced metering infrastructure (AMI) business case analysis as contemplated by the November 24, 2003 Assigned Commissioner's Ruling and Scoping Memo (Phase 2) and the February 19, 2004 Joint Assigned Commissioner and Administrative Law Judge's Ruling issued in R.02-06-001, and as discussed in subsequent workshops facilitated by CPUC and CEC staff, and (2) pre-planning evaluation and assessment activities carried out in reasonable anticipation of deployment of AMI systems under the time frame in the proposed schedule discussed by the CPUC and CEC staff in the workshops held in R.02-06-001 on March 29 and 30, 2004, including, without limitation: (T)

(L)



PRELIMINARY STATEMENT
(Continued)

CS. ADVANCED METERING AND DEMAND RESPONSE ACCOUNT (AMDRA) (Cont'd.)

5. ACCOUNTING PROCEDURE: (Cont'd.)

(L)

d. Continued:

(T)

(1) All activities reasonably necessary for the development of an AMI business case analysis such as:

(a) Determination of all internal and external costs associated with different AMI rollout scenarios, including: issuance and analysis of requests for proposals (RFPs) for AMI technology acquisition; AMI technology evaluation; evaluation of information technology (IT) costs; evaluation of costs of interfacing AMI with utility systems; and development of computer models to analyze costs and financing.

(b) Estimation of utility operational benefits of AMI deployment under different under different rollout scenarios.

(c) Estimation and valuation of demand response benefits under different rollout scenarios including development of suitable computer models.

(d) Continued costs of workshop participation related to AMI analysis and deployment.

(2) Activities associated with pre-AMI deployment evaluation and planning. These activities would assess functional and technical system requirements for infrastructure, communication systems, internal system integration, as well as other potential rollout requirements.

(L)

PG&E will provide the Energy Division with a bi-monthly update report of the costs being recorded for items 1 and 2 above.

e. A debit entry for capital-related revenue requirements, if any, that includes a depreciation expense, the return on investment federal and state income taxes, and property taxes associated with the costs of installing equipment.

(T)

f. A debit entry equal to the interest on the average of the balance at the beginning of the month and the balance after the above entry at a rate equal to one-twelfth the interest rate on three-month Commercial paper for the previous month, as reported in the Federal Reserve Statistical Release, H.15 or its successor.

(T)

Disposition: Annually, PG&E will file an advice letter, which shall include a summary of the entries to this account requesting recovery of the balance. Upon approval, PG&E will transfer the balance to the Disposition Revenue Adjustment Mechanism (DRAM), or other appropriate balancing account, in order to consolidate rate recovery of the AMDRA balance with rate recovery of other Commission-approved revenue requirement changes.



SCHEDULE A-1—SMALL GENERAL SERVICE

APPLICABILITY: Schedule A-1 applies to single-phase and polyphase alternating-current service (for a description of these terms, see Section D of Rule 2*). This schedule is not available to residential or agricultural service for which a residential or agricultural schedule is applicable, except for single-phase and polyphase service in common areas in a multifamily complex (see Common-Area Accounts section). This schedule is also not available to customers who have an internal data meter and whose average maximum demand is 200 kW or greater, except customers that are identified as load research sites. Customers with interval data meters who are not eligible for this rate schedule must be placed on a demand Time-Of-Use (TOU) rate schedule. Average demand is defined for the purpose of metering requirements as the average of the maximum demand of the most recent 12-month period.

(D)
|
(N)
|
|
|
(N)

The provisions of Schedule S—Standby Service Special Conditions 1 through 6 shall also apply to customers whose premises are regularly supplied in part (but not in whole) by electric energy from a nonutility source of supply. These customers will pay monthly reservation charges as specified under Section 1 of Schedule S, in addition to all applicable Schedule A-1 charges. Exemptions to Standby Charges are outlined in the Standby Applicability Section of this rate schedule.

TERRITORY: The entire territory served.

RATES: Total bundled service charges are calculated using the total rates shown below. Direct access charges shall be calculated in accordance with the paragraph in this rate schedule titled Billing.

TOTAL RATES

<u>Total Customer Charge Rates</u>	
Customer Charge Single-phase (\$ per meter per day)	\$0.23951
Customer Charge Poly-phase (\$ per meter per day)	\$0.35483
<u>Total Energy Rates (\$ per kWh)</u>	
Summer	\$0.18270
Winter	\$0.12161

* The Rules referred to in this schedule are part of PG&E's electric tariffs. Copies are available at PG&E's local offices and website at <http://www.pge.com/tariffs>

(Continued)



SCHEDULE A-6—SMALL GENERAL TIME-OF-USE SERVICE

APPLICABILITY: This voluntary time-of-use schedule applies to single-phase and polyphase alternating-current service (for a description of these terms, see Section D of Rule 2*). This schedule is not available to residential or agricultural service for which a residential or agricultural schedule is applicable, except for single-phase and polyphase service in common areas in a multifamily complex (see Common-Area Accounts section). This schedule is also not available to customers who have an interval data meter and whose average maximum demand is 200 kW or greater, except customers that are identified as load research sites. Customers with interval data meters who are not eligible for this rate schedule must be placed on a demand Time-Of-Use (TOU) rate schedule. Average demand is defined for the purpose of metering requirements as the average of the maximum demand of the most recent 12-month period.

Depending upon whether or not a Time-Of-Use Installation or Time-Of-Use Processing charge applies, the customer will be served under one of these rates under Schedule A-6:

A-6: Applies 1) to customers who are served under Schedule A-6 prior to January 1, 1996, and have not changed rate schedules since that time, or 2) to customers whose service has an existing and appropriate time-of-use meter installed and that initiated service on this schedule during 1996, or 3) to customers who signed an "Incentive Program Prescriptive Performance Off-Peak Cooling Application" with PG&E prior to January 1, 1996, in order to install a thermal energy storage system and now are about to operate that system.

Rate W: Applies to customers whose account does not have an appropriate time-of-use meter. The customer must pay a "Time-Of-Use Installation Charge" prior to taking service under this schedule.

Rate X: Applies to customers whose account has an appropriate PG&E time-of-use meter, but is not currently being served under Schedule A-6. The customer will be required to pay a "Time-Of-Use Processing Charge" prior to taking service under this schedule.

The Time-Of-Use Installation Charge or Time-Of-Use Processing Charge must be paid in one lump sum before the customer can take service on this schedule. Payments for these charges are not transferable to another service or refundable, in whole or part. PG&E will place the account on this schedule within four weeks of receiving payment from the customer. The meters required for this schedule may become obsolete as a result of electric industry restructuring or other action by the California Public Utilities Commission. Therefore, any and all risks of paying the required charges and not receiving commensurate benefit are entirely that of the customer.

Customers who also request any meter data management services, must also sign an Interval Meter Data Management Service Agreement (Form 79-985) and must have an appropriate interval data meter. If the customer does not currently have this type of meter, the customer must pay PG&E for the cost of purchasing and installing an hourly interval meter, together with applicable Income Tax Component of Contribution (ITCC) charges and the cost to operate and maintain the interval meter, and must sign an Interval Meter Installation Service Agreement (Form 79-984).

The provisions of Schedule S—Standby Service Special Conditions 1 through 6 shall also apply to customers whose premises are regularly supplied in part (but not in whole) by electric energy from a nonutility source of supply. These customers will pay monthly reservation charges as specified under Section 1 of Schedule S, in addition to all applicable Schedule A-6 charges. Exemptions are outlined in the Standby Applicability Section of this rate schedule.

* The Rules referred to in this schedule are part of PG&E's electric tariffs. Copies are available at PG&E's local offices and website at <http://www.pge.com/tariffs>.

(Continued)



SCHEDULE A-10—MEDIUM GENERAL DEMAND-METERED SERVICE

APPLICABILITY: Schedule A-10 is a demand metered rate schedule for general service customers. (T)
 Schedule A-10 applies to single-phase and polyphase alternating-current service (for a description of these terms, see Section D of Rule 2). This schedule is not available to residential or agricultural service for which a residential or agricultural schedule is applicable, except for single-phase and polyphase service in common areas in a multifamily complex (see Common-Area Accounts section). (D)

Under Rate Schedule A-10, there is a limit on the demand (the number of kilowatts (kW)) the customer may require from the PG&E system. If the customer's demand exceeds 499 kW for three consecutive months, the customer's account will be transferred to Schedule E-19 or E-20. (T)

Under Rate Schedule A-10, customers with an average demand exceeding 200 kW will pay the time-of-use charges in accordance with the terms and conditions of this rate schedule. Average demand is defined for the purpose of metering requirements as the average of the maximum demands of the most recent 12-month period. (N)
 |
 |
 (N)
 (D)

The provisions of Schedule S—Standby Service Special Conditions 1 through 6 shall also apply to customers whose premises are regularly supplied in part (but not in whole) by electric energy from a nonutility source of supply. These customers will pay monthly reservation charges as specified under Section 1 of Schedule S, in addition to all applicable Schedule A-10 charges. Exemptions to standby charges are outlined in the Standby Applicability Section of this rate schedule.

Assignment of New Customers: If a customer is new and PG&E believes that the customer's maximum demand will be between 200 through 499 kilowatts and that the customer should not be served under an agricultural or residential rate schedule, PG&E will serve the customer's account under the provisions of time-of-use Rate Schedule A-10. (N)
 |
 |
 |
 (N)

TERRITORY: PG&E's entire service territory.

RATES: Total bundled service charges are calculated using the total rates shown below. Direct access charges shall be calculated in accordance with the paragraph in this rate schedule titled Billing.

Customers that received the benefit of the 10 percent rate reduction prior to January 1, 2004, and who pay the Fixed Transition Amount (FTA), shall be subject to the rates set forth in Table A, which include the FTA charge and the Rate Reduction Bond Memorandum Account (RRBMA) credit. All other customers taking non-TOU service under this rate schedule shall be subject to the rates set forth in Table B. TOU rates are set forth in Table C for customers receiving the benefit of 10 percent rate reduction prior to January 1, 2004 and all other customers taking TOU service under this rate schedule shall be subject to the rates set forth in Table D.

(Continued)



SCHEDULE A-10—MEDIUM GENERAL DEMAND-METERED SERVICE
(Continued)

METERING
REQUIRE-
MENTS:

PG&E will install a time-of-use meter that is appropriate for this schedule that measures and registers the amount of electricity a customer uses.

(N)

Customers with average maximum demands of 200 kW or greater must have an interval data meter that can be read remotely by PG&E. A Meter Data Management Agent (MDMA) may also read the customer's meter on behalf of the customer's Energy Service Provider (ESP) if a customer is receiving Direct Access Service. For bundled service customers with average maximum demands of 200 kW or greater, PG&E will provide and install the interval data metering equipment at no cost to the customer. The installation of an interval data meter for customers taking service under the provisions of Direct Access is the responsibility of the customer's Energy Service Provider, or their Agent, and must be installed in accordance with Electric Rule 22.

Those customers who wish to voluntarily pay the time-of-use rates shown in this tariff, but who do not meet the mandatory requirements to be billed under the time-of-use rate, must pay PG&E for the cost of purchasing and installing an interval data meter, together with applicable Income Tax Component of Contribution (ITCC) charges and the Tax Component of Contribution (ITCC) charges and the cost to operate and maintain the interval meter. Customers who elect to receive on this basis must sign an Interval Meter Installation Service Agreement Form (79-984). Customers who also request any meter data management services, must also sign an Interval Meter Data Management Service Agreement (Form 79-985).

(N)

BASIS FOR
DEMAND
CHARGE:

The customer will be billed for demand according to the customer's "maximum demand" each month. The number of kW used will be recorded over 15-minute intervals; the highest 15-minute average in the month will be the customer's maximum demand.

SPECIAL CASES: (1) If the customer's maximum demand has exceeded 400 kW for three consecutive months, 30-minute intervals will be used for averaging. The customer will be returned to 15-minute intervals when its maximum demand has dropped below 300 kW and remains there for 12 consecutive months; (2) If the customer's use of energy is intermittent or subject to violent fluctuations, a 5-minute or 15-minute interval may be used; and (3) If the customer uses welders, the demand charge will be subject to the minimum demand charges for those welders' ratings, as explained in Section J of Rule 2.

(L)

(Continued)



SCHEDULE A-10—MEDIUM GENERAL DEMAND-METERED SERVICE
(Continued)

DEFINITION OF
SERVICE
VOLTAGE:

The following defines the three voltage classes of Schedule A-10 rates. Standard Service Voltages are listed in Rule 2, Section B.1.

- a. Secondary: This is the voltage class if the service voltage is less than 2,400 volts or if the definitions of "primary" and "transmission" do not apply to the service.
- b. Primary: This is the voltage class if the customer is served from a "single customer substation" or without transformation from PG&E's serving distribution system at one of the standard primary voltages specified in PG&E's Electric Rule 2, Section B.1.
- c. Transmission: This is the voltage class if the customer is served without transformation from PG&E's serving transmission system at one of the standard transmission voltages specified in PG&E's Rule 2, Section B.1.

PG&E retains the right to change its line voltage at any time. Customers receiving voltage discounts will get reasonable notice of any impending change. They will then have the option of taking service at the new voltage (and making whatever changes in their systems are necessary) or taking service without a voltage discount through transformers supplied by PG&E.

CONTRACT:

For customers who use service for only part of the year, this schedule is available only on an annual contract.

SEASONS:

The summer rate is applicable May 1 through October 31, and the winter rate is applicable November 1 through April 30. When billing includes use in both the summer and winter periods, demand and energy charges will be prorated based upon the number of days in each period.

(L)

(L)

(Continued)



SCHEDULE A-10—MEDIUM GENERAL DEMAND-METERED SERVICE
(Continued)

(L)

COMMON-AREA ACCOUNTS:

Common-area accounts that are separately metered by PG&E and which took electric service from PG&E on or prior to January 16, 2003, have a one-time opportunity to return to a residential rate schedule from April 1, 2004, to May 31, 2004, by notifying PG&E in writing.

In the event that the CPUC substantially amends any or all of PG&E's commercial or residential rate schedules, the Executive Council of Homeowners (ECHO) can direct PG&E to begin an optional second right-of-return period lasting 105 days. However, if this occurs prior to the April 1, 2004, to May 31, 2004, time period, the ECHO directed right of return period will be the only window for returning to a residential schedule.

Newly constructed common-areas that are separately metered by PG&E and which first took electric service from PG&E after January 16, 2003, have a one-time opportunity to transfer to a residential rate schedule during a two-month window that begins 14 months after taking service on a commercial rate schedule. This must be done by notifying PG&E in writing. These common-area accounts have an additional opportunity to return to a residential schedule in the event that ECHO directs PG&E to begin a second right-of-return period.

Only those common-area accounts taking service on Schedule E-8 prior to moving to this tariff may return to Schedule E-8.

Common-area accounts are those accounts that provide electric service to Common Use Areas as defined in Rule 1.

BILLING:

A customer's bill is calculated based on the option applicable to the customer.

Bundled Service Customers receive supply and delivery services solely from PG&E. The customer's bill is based on the total rates and conditions in this schedule.

Transitional Bundled Service Customers take transitional bundled service as prescribed in Rule 22.1, or take bundled service prior to the end of the six (6) month advance notice period required to elect bundled portfolio service as prescribed in Rule 22.1. These customers shall pay charges for transmission, transmission rate adjustments, reliability services, distribution, nuclear decommissioning, public purpose programs, the FTA (where applicable), the RRBMA (where applicable), the DA CRS pursuant to Schedule DA CRS and short-term commodity prices as set forth in Schedule TBCC.

(Continued)



COMMERCIAL/INDUSTRIAL/GENERAL
SCHEDULE E-19—MEDIUM GENERAL DEMAND-METERED TIME-OF-USE SERVICE

CONTENTS: This rate schedule is divided into the following sections:

1. Applicability	14. Common-Area Accounts	(T)
2. Territory	15. Contracts	
3. Firm Service Rates	16. Voluntary Service Provisions	
4. Metering Requirements	17. Billing	
5. Definition Of Service Voltage		
6. Definition Of Time Periods	18. Fixed Transition Amount	
7. Power Factor Adjustments	19. CARE Discount for Nonprofit	
8. Charges For Transformer and Line Losses	Group-Living Facilities	
9. Standard Service Facilities	20. Optional Optimal Billing Period Service	
10. Special Facilities	21. Electric Emergency Plan Rotating Block Outages	
11. Arrangements For Visual-Display Metering	22. Standby Applicability	
12. Non-Firm Service Program	23. Department of Water Resources Bond Charge	
13. Non-Firm Service Rates		(T)

1. APPLICABILITY: **Initial Assignment:** A customer must take service under Schedule E-19 if: (1) the customer's load does not meet the Schedule E-20 requirements, but, (2) the customer's maximum billing demand (as defined below) has exceeded 499 kilowatts for at least three consecutive months during the most recent 12-month period (referred to as Schedule E-19). If 70 percent or more of the customer's energy use is for agricultural end-uses, the customer will be served under an agricultural schedule. Schedule E-19 is not applicable to customers for whom residential service would apply, (see except for single-phase and polyphase service in common areas in a multifamily complex (see Common-Area Accounts section).

Customer accounts which fail to qualify under these requirements will be evaluated for transfer to service under a different applicable rate schedule.

(D)

The provisions of Schedule S—Standby Service Special Conditions 1 through 6 shall also apply to customers whose premises are regularly supplied in part (but not in whole) by electric energy from a nonutility source of supply. These customers will pay monthly reservation charges as specified under Section 1 of Schedule S, in addition to all applicable Schedule E-19 charges. Exemptions to standby charges are outlined in the Standby Applicability Section of this rate schedule.

Voluntary E-19 Service: This schedule is available on a voluntary basis for customers with maximum billing demands less than 500 kW. Customers voluntarily taking service on this schedule are subject to all the terms and conditions below, unless otherwise specified in Section 16.

(T)

(Continued)



COMMERCIAL/INDUSTRIAL/GENERAL
SCHEDULE E-19—MEDIUM GENERAL DEMAND-METERED TIME-OF-USE SERVICE
(Continued)

1. APPLICABILITY: Depending upon whether or not an Installation or Processing Charge applies, the customer will be served under one of these rates under Schedule E-19:
(Cont'd.)

Rate V: Applies to customers who qualify for the voluntary provisions of this tariff and at least one of the following: (1) to customers who are served under Schedule E-19 Voluntary prior to January 1, 1996, and have not changed rate schedules since that time; or (2) to customers whose service has an existing and appropriate time-of-use meter installed and initiated service on this schedule during 1996; or (3) to customers who signed an "Incentive Program Prescriptive Performance Off-Peak Cooling Application" with PG&E prior to January 1, 1996, in order to install a thermal energy storage system and now are about to operate that system; or (4) to customers who have an internal data meter installed at their service. (N)

Rate W: Applies to customers whose average maximum demand is less than 200 kW and whose account does not have an appropriate time-of-use meter. The customer must pay a "Time-Of-Use Installation Charge" prior to taking service under this schedule. (T)

Rate X: Applies to customers whose average maximum demand is less than 200 kW and whose account has an appropriate time-of-use meter, but is not currently being served under this schedule. The customer will be required to pay a "Time-Of-Use Processing Charge" prior to taking service under this schedule. (T)

Transfers Off of Schedule E-19: If a customer's maximum demand has failed to exceed 499 kilowatts for 12 consecutive months, PG&E will transfer that customer's account to voluntary E-19 service or to a different applicable rate schedule.

Assignment of New Customers: If a customer is new and PG&E believes that the customer's maximum demand will be 500 through 999 kilowatts and that the customer should not be served under a time-of-use agricultural schedule, PG&E will serve the customer's account under Schedule E-19.

Definition of Maximum Demand: Demand will be averaged over 30-minute intervals for customers whose maximum demand exceeds 499 kW. "Maximum demand" will be the highest of all the 30-minute averages for the billing month. If the customer's use of electricity is intermittent or subject to violent fluctuations, a 5-minute or 15-minute interval may be used instead of the 30-minute interval. If the customer has any welding machines, the diversified resistance welder load, calculated in accordance with Section J of Rule 2, will be considered the maximum demand if it exceeds the maximum demand that results from averaging the demand over 30-minute intervals. The customer's maximum-peak-period demand will be the highest of all the 30-minute averages for the peak period during the billing month. (See Section 6 for a definition of "Peak-Period.") See Section 16 for the definition of maximum demand for customers voluntarily selecting E-19. (T)
(T)

(Continued)



COMMERCIAL/INDUSTRIAL/GENERAL
SCHEDULE E-19—MEDIUM GENERAL DEMAND-METERED TIME-OF-USE SERVICE
(Continued)

3. FIRM
SERVICE
RATES:
(Cont'd.)

- a. TYPES OF CHARGES: The customer's monthly charge for service under Schedule E-19 is the sum of a customer charge, demand charges, and energy charges:
- The **customer charge** is a flat monthly fee.
 - This schedule has three **demand charges**, a maximum-peak-period-demand charge, a maximum part-peak-period and a maximum-demand charge. The maximum-peak-period-demand charge per kilowatt applies to the maximum demand during the month's peak hours, the maximum part-peak-period demand charge applies to the maximum demand during the month's part-peak hours, and the maximum demand charge per kilowatt applies to the maximum demand at any time during the month. The bill will include all of these demand charges. (Time periods are defined in Section 6.) (T)
 - The **energy charge** is the sum of the energy charges from the peak, partial-peak, and off-peak periods. The customer pays for energy by the kilowatt-hour (kWh), and rates are differentiated according to time of day and time of year.
 - If applicable, all **TOU Installation** or **TOU Processing Charges** must be paid in one lump sum before the customer can take service under this rate schedule. Payments for these charges are not transferable to another service or refundable, in whole or part. PG&E will place the account on this schedule within four weeks of receiving payment from the customer. The meters required for this schedule may become obsolete as a result of electric industry restructuring or other action by the California Public Utilities Commission. Therefore, any and all risks of paying the required charges and not receiving commensurate benefit are entirely that of the customer. (T)
 - The monthly charges may be increased or decreased based upon the power factor. (See Section 7.) (T)
 - As shown on the rate chart, which set of customer, demand, and energy charges is paid depends on the level of the customers maximum demand and the voltage at which service is taken. Service voltages are defined in Section 5 below. (T)
 - Please note that the rates in the table above apply only to firm service. Rates for non-firm service can be found in Section 12 of this rate schedule. (T)

(Continued)



COMMERCIAL/INDUSTRIAL/GENERAL
SCHEDULE E-19—MEDIUM GENERAL DEMAND-METERED TIME-OF-USE SERVICE
(Continued)

3. FIRM SERVICE RATES:
(Cont'd.)

b. AVERAGE RATE LIMITER (applies to bundled, firm service only): If the customer takes service on Schedule E-19 in either the secondary or primary voltage class, bills will be controlled by a "rate limiter" during the summer months. The bill will be reduced if necessary so that the average rate paid for all demand and energy charges less the Energy Rate Adjustment (ERA) amount calculated using the applicable rates provided in Schedule E-ERA during a summer month does not exceed the average rate limiter shown on this Schedule. This provision will not apply if the customer has elected to receive separate billing for back-up and maintenance service under Special Condition 8 of Schedule S. (T)

Reductions in revenue resulting from application of the average rate limiter will be reflected as reduced distribution amounts for billing purposes.

c. PEAK-PERIOD RATE LIMITER (applies to bundled, firm service only): If the customer takes service on Schedule E-19 at any service voltage level, bills will be controlled by a "peak-period rate limiter" during the summer months. The bill will be reduced if necessary so that the average rate paid for all on-peak demand and energy charges less the peak period ERA amount calculated using the applicable rates provided in Schedule E-ERA during the peak period in a summer month does not exceed the peak-period rate limiter shown on this schedule. This provision will not apply if the customer has elected to receive separate billing for back-up and maintenance service under Special Condition 8 of Schedule S.

Reductions in revenue resulting from application of the peak-period rate limiter will be reflected as reduced distribution amounts for billing purposes.

(L)

(Continued)



COMMERCIAL/INDUSTRIAL/GENERAL
SCHEDULE E-19—MEDIUM GENERAL DEMAND-METERED TIME-OF-USE SERVICE
(Continued)

4. METERING REQUIREMENTS:

PG&E will install a time-of-use meter that is appropriate for this schedule that measures and registers the amount of electricity a customer uses. (N)

Customers whose average maximum demand is less than 200 kW and whose account does not have an appropriate time-of-use meter must pay a "Time-Of-Use Installation Charge" prior to taking service under this schedule.

Customers with average maximum demands of 200 kW or greater must have an interval data meter that can be read remotely by PG&E, except customers that are identified as load research sites. A Meter Data Management Agent (MDMA) may also read the customer's meter on behalf of the customer's Energy Service Provider (ESP) if a customer is receiving Direct Access Service.

For bundled service customers with average maximum demands of 200 kW or greater, PG&E will provide and install the interval data metering equipment at no additional cost to the customer and will waive any Time-Of-Use Installation or Time-Of-Use Processing charges. The installation of an interval data meter for customers taking service under the provisions of Direct Access is the responsibility of the customer's Energy Service Provider, or their Agent, and must be installed in accordance with Electric Rule 22.

Customers who also request any meter data management services, must also sign an Interval Meter Data Management Service Agreement (Form 79-985) and must have an appropriate interval data meter. If the customer does not currently qualify for an interval data meter, the customer must pay PG&E for the cost of purchasing and installing an hourly interval meter, together with applicable Income Tax Component of Contribution (ITCC) charges and the cost to operate and maintain the interval meter, and must sign an Interval Meter Installation Service Agreement (Form 79-984). (N)

5. DEFINITION OF SERVICE VOLTAGE:

The following defines the three voltage classes of Schedule E-19 rates. Standard Service Voltages are listed in Rule 2, Section B.1. (T) (L)

a. Secondary: This is the voltage class if the service voltage is less than 2,400 volts or if the definitions of "primary" and "transmission" do not apply to the service.

b. Primary: This is the voltage class if the customer is served from a "single customer substation" or without transformation from PG&E's serving distribution system at one of the standard primary voltages specified in PG&E's Electric Rule 2, Section B.1.

c. Transmission: This is the voltage class if the customer is served without transformation from PG&E's serving transmission system at one of the standard transmission voltages specified in PG&E's Rule 2, Section B.1. (L)

(Continued)



COMMERCIAL/INDUSTRIAL/GENERAL
SCHEDULE E-19—MEDIUM GENERAL DEMAND-METERED TIME-OF-USE SERVICE
(Continued)

- | | | |
|---|---|-----|
| 9. STANDARD SERVICE FACILITIES: | If PG&E must install any new or additional facilities to provide the customer with service under this schedule the customer may have to pay some of the cost. Any advance necessary and any monthly charge for the facilities will be specified in a line extension agreement. See Rules 2, 15, and 16 for details. This section does not apply to customers voluntarily taking service under Schedule E-19. | (T) |
| | Facilities installed to serve the customer may be removed when service is discontinued. The customer will then have to repay PG&E for all or some of its investment in the facilities. Terms and conditions for repayment will be set forth in the line extension agreement. | |
| 10. SPECIAL FACILITIES: | PG&E will normally install only those standard facilities it deems necessary to provide service under this schedule. If the customer requests any additional facilities, those facilities will be treated as "special facilities" in accordance with Section I of Rule 2. | (T) |
| 11. ARRANGEMENTS FOR VISUAL-DISPLAY METERING: | If the customer wishes to have visual-display metering equipment in addition to the regular metering equipment, and the customer would like PG&E to install that equipment, the customer must submit a written request to PG&E. PG&E will provide and install the equipment within 180 days of receiving the request. The visual-display metering equipment will be installed near the present metering equipment. The customer will be responsible for providing the required space and associated wiring. | (T) |
| | PG&E will continue to use the regular metering equipment for billing purposes. | |
| 12. NON-FIRM SERVICE PROGRAM: | As noted, the rates in the chart in Section 3 of this rate schedule apply to firm service only. ("Firm" means service where PG&E provides a "continuous and sufficient supply of electricity," as described in Rule 14.) A customer may also elect to receive non-firm service under Schedule E-19. Non-firm service is not available to customers taking service under Schedule E-19 on a voluntary basis. | (T) |
| | In accordance with Decision 01-04-006, the Non-firm Service Program is closed to new or existing customers that are not currently in the program. Existing contracts may not be assigned to other parties. Customers considering participating in an interruptible program should refer to Schedule E-BIP for program terms and conditions, or may consider other available interruptible or demand response programs. The customer's total load must meet the eligibility criteria in 11.a in order to participate in the Non-firm Service Program. Customers being served, as of December 31, 1992, under the Non-firm Service Program may continue to participate in the Non-firm Service Program. | |

(Continued)



COMMERCIAL/INDUSTRIAL/GENERAL
SCHEDULE E-19—MEDIUM GENERAL DEMAND-METERED TIME-OF-USE SERVICE
(Continued)

12. NON-FIRM
SERVICE
PROGRAM:
(Cont'd.)

This program is available for qualifying customers until modified or terminated in the rate design phase of the next general rate case or similar proceeding as ordered in Decision 02-04-060.

(T)

A customer who elects to receive non-firm service under Schedule E-19 must participate in PG&E's Emergency Curtailment Program. A non-firm service customer may also elect to participate in PG&E's Underfrequency Relay (UFR) program.

EMERGENCY CURTAILMENT PROGRAM: Under the Emergency Curtailment Program, a non-firm service customer may be requested to reduce demand to a designated number of kilowatts, referred to as the customer's contractual "firm service level." PG&E will make requests for such curtailments from its non-firm service customers upon notification from the California Independent System Operator (ISO) that a systemwide or local operating condition exists which will impair the ability of the ISO to meet the demands of PG&E's other customers. The ISO is expected to issue load curtailment directives to PG&E in those instances where load reductions are necessary in order to maintain systemwide operating reserves above the 5 percent level throughout the next operating hour, or if such load reductions are the sole remaining measure available in order to mitigate transmission overloads in the PG&E area.

(Continued)



COMMERCIAL/INDUSTRIAL/GENERAL
SCHEDULE E-19—MEDIUM GENERAL DEMAND-METERED TIME-OF-USE SERVICE
(Continued)

12. NON-FIRM SERVICE PROGRAM: (Cont'd.)

UNDERFREQUENCY RELAY PROGRAM: Under this program, the customer agrees to be subject at all times to automatic interruptions of service caused by an underfrequency relay device that may be installed by PG&E.

(T)

Please note that PG&E may require up to three years' written notice for a change from non-firm to firm service, or for termination of participation in the Underfrequency Relay Program.

- a. **ELIGIBILITY CRITERIA FOR NON-FIRM SERVICE:** To qualify for non-firm service, the customer must have had an average peak-period demand of at least 500 kilowatts during each of the last six summer billing months prior to the customer's application for non-firm service. (Average peak-period demand is the total number of kWh used during the peak-period hours of a billing month divided by the total number of peak-period hours in the month.) Customers who have not yet had six months of summer service must demonstrate to PG&E's satisfaction that they will maintain an average monthly-peak-period demand of 500 kW or more to qualify for non-firm service.

Customers on non-firm service may not have, or obtain, any insurance for the sole purpose of paying non-compliance penalties for willful failure to comply with requests for curtailments. Customers with such policy will be terminated from the Program, and will be required to pay back any incentives that the customer received for the period covered by the insurance. If the period cannot be determined, the recovery shall be for the entire period the customer was on the program. Eligibility for the non-firm program requires that each customer execute and submit to PG&E a No Insurance Declaration that states that the customer does not have, and will not obtain such insurance.

Customers who are deemed essential under the Electric Emergency Plan as adopted in Decision 01-04-006 and Rulemaking 00-10-002, must submit to PG&E a written declaration that states that the customer is, to the best of that customer's understanding, an essential customer under Commission rules and exempt from rotating outages. It must also state that the customer voluntarily elects to participate in an interruptible program for part of its load based on adequate backup generation or other means to interrupt load upon request by the respondent utility, while continuing to meet its essential needs. In addition, an essential customer may commit no more than 50% of its average peak load to interruptible programs.

(Continued)



COMMERCIAL/INDUSTRIAL/GENERAL
SCHEDULE E-19—MEDIUM GENERAL DEMAND-METERED TIME-OF-USE SERVICE
(Continued)

12. NON-FIRM SERVICE PROGRAM: (Cont'd.)
- b. DESIGNATION OF FIRM SERVICE LEVEL: If a customer takes non-firm service, the designated number of kilowatts to which the customer must reduce demand during emergency curtailments is the customer's contractual "firm service level." This designated firm service level must be at least 500 kilowatts less than the smallest of the customer's average peak-period demands during the last six summer billing months prior to the designation. (T)
 - c. PRE-EMERGENCY CURTAILMENT REQUIREMENTS: A customer may be requested to curtail, on a pre-emergency basis, up to a maximum of two times per year (except that emergency curtailments will count towards the maximum). Each pre-emergency curtailment will last no more than five hours. Customers will be given at least 30 minutes notice before each curtailment. The pre-emergency curtailments will be requested subject to the criteria listed in Section 12.d below, and PG&E's discretion. (T)
 - d. PRE-EMERGENCY CURTAILMENT PROCEDURE: PG&E will notify the customer by telephone, electronic mail, or other reliable means of communication. This notification will designate the time by which the customer's kW demand is requested to reduce to the customer's contractual firm service level. The notification will also designate the time when the customer may resume use of full power.
- PG&E may call a pre-emergency curtailment if one of the following criteria are met:
- 1) The 9:00 a.m. forecast of temperatures in the Central Valley (the average of the forecasted temperature in Fresno and Sacramento) exceeds 100 degrees Fahrenheit; and PG&E has been informed by the ISO that an adjusted 10:00 a.m. forecast of two-hour reserves for that afternoon's peak is 12 percent or less; or
 - 2) The 9:00 a.m. forecast of temperatures in the Central Valley exceeds 105 degrees Fahrenheit.

(Continued)



COMMERCIAL/INDUSTRIAL/GENERAL
SCHEDULE E-19—MEDIUM GENERAL DEMAND-METERED TIME-OF-USE SERVICE
(Continued)

12. NON-FIRM
SERVICE
PROGRAM:
(Cont'd.)

e. EMERGENCY CURTAILMENT PROCEDURE: When it becomes necessary for PG&E to request a curtailment, PG&E will notify the customer by telephone, electronic mail, or other reliable means of communication. This notification will designate the time by which the customer's kW demand is requested to be reduced to the customer's contractual firm service level. (T)

The customer is requested to not resume the use of curtailed power until notified by PG&E that it may do so or until the customer has curtailed its service for six hours.

f. LIMIT ON EMERGENCY CURTAILMENTS: The number of curtailment events will not exceed one (1) per day, four (4) in a calendar week, and thirty (30) times per calendar year. The duration of the curtailment events will not exceed six (6) hours each, forty (40) hours per calendar month, and a total of one hundred (100) hours per calendar year.

The customer will be given at least 30 minutes notice before each curtailment.

Annual UFR operations shall not be included in the annual pre-emergency or emergency curtailment limit.

g. EMERGENCY-NOTICE PROVISION: If there is an emergency on the PG&E system, PG&E may ask the customer to curtail the use of electricity on less than the 30 minutes notice allowed for the Non-firm Service Option. The customer will be asked to make its best effort to comply. The customer will not be assessed the noncompliance penalty for failing to comply within the shorter notice period.

The customer will be assessed a noncompliance penalty if the regular notice period for the operation passes and the customer still has not curtailed use.

(Continued)



COMMERCIAL/INDUSTRIAL/GENERAL
SCHEDULE E-19—MEDIUM GENERAL DEMAND-METERED TIME-OF-USE SERVICE
(Continued)

12. NON-FIRM SERVICE PROGRAM: (Cont'd.) h. NONCOMPLIANCE PENALTY: (T)

The applicable noncompliance penalties are listed in Section 12. If a customer has curtailed to or below the designated firm service level for all of the requested pre-emergency and emergency curtailments, if any, in the preceding calendar year, the noncompliance penalty for the current year, will be the lower level shown in Section 13. (T)

The penalty will be calculated by determining the total amount of excess energy taken during the curtailment period (energy taken in excess of the customer's firm service level times the duration of the curtailment) and multiplying this total by the noncompliance penalty (per KWh).

Once a customer has complied with all the requested curtailments during the previous year, the customer's noncompliance penalty will remain at the reduced penalty level shown in Section 13 for the next calendar year. If the customer fails to comply with a requested curtailment, the noncompliance penalty for the following year will be the higher value shown in Section 13. (T)

If no emergency or pre-emergency curtailments are called during a given year, the customer's noncompliance penalty for the next year in which curtailments occur shall be based on the customer's level of compliance during the last year curtailments were called. (T)

During the year, PG&E will record any energy taken in excess of the customer's firm service level during any emergency or pre-emergency curtailments. PG&E will notify the customer of the amount of excess energy taken and the estimated noncompliance penalty. PG&E shall assess the noncompliance penalties, subject to the noncompliance penalty limit described below, at the end of the calendar year. The customer's noncompliance penalty shall be equal to the appropriate noncompliance penalty shown in Section 13 times the total amount of excess energy taken during any pre-emergency and emergency curtailments. (T)

In any given calendar year, the noncompliance penalties may not exceed 200 percent of the annual incentive level. The noncompliance penalty limit is equal to twice the annual incentive paid (the difference between what the customer would have paid on firm service rates less the customer's bill on non-firm rates excluding any noncompliance penalties). If a customer's total noncompliance penalties in any given year exceed the noncompliance penalty limit, PG&E shall bill the customer a noncompliance penalty equal to the noncompliance penalty limit.

(Continued)



COMMERCIAL/INDUSTRIAL/GENERAL
SCHEDULE E-19—MEDIUM GENERAL DEMAND-METERED TIME-OF-USE SERVICE
(Continued)

12. NON-FIRM SERVICE PROGRAM: (Cont'd.)
- i. ADDITIONAL NON-FIRM SERVICE PROVISIONS: (T)
- 1) **Required Re-Designations of Firm Service Level:** A non-firm service customer must maintain a difference of at least 500 kW between the firm service level and the average monthly summer peak-period demand. If the difference is less than 500 kW for any three summer months during any 12-month period, the customer must designate a new firm service level. This new firm service level must be at least 500 kW below the lowest of the customer's average peak-period demands for the last six summer billing months preceding the new designation. If the customer cannot meet this requirement, PG&E will change the account to firm service.
 - 2) **Optional Re-Designations of Firm Service Level:** A non-firm service customer may decrease the firm service level effective with the start of any billing month, provided the customer gives PG&E at least 30 days' written notice. The customer may increase the firm service level (or return to firm service) only with PG&E's permission or by giving such notice to PG&E during a one-month period following any revisions of the program operating criteria initiated by the ISO, or during an annual contract review period that is provided for between November 1 and December 1 each year. The increased firm service level must be such that there is still at least a 500 kW difference between the firm service level and the lowest average monthly summer peak-period demand. The increased firm service level will become effective with the first regular reading of the meter after the customer receives permission from PG&E or at the end of the three year notice period. If a customer elects to change to firm service, it will not be permitted to subsequently return to non-firm status in the future.
 - 3) **Telephone Line Requirements:** Non-firm customers are required to make available a telephone line and space for a notification printer. This requirement is in addition to any other equipment requirement which may apply.
- j. BILL REDUCTIONS FOR NON-FIRM SERVICE CUSTOMERS:
- 1) **Demand Charges:** Reduced peak-period demand charges for curtailable service shall be applied to the difference between the customer's maximum demand in the peak-period and its Firm Service Level (but not less than zero). The peak-period charges for firm service shall be applied to the peak-period demand less the above difference.
 - 2) **Energy Charges:** Reduced energy charges for curtailable service shall be applied to (a-b), where (a) is the number of kilowatt-hours used in the time period and (b) is the product of the Firm Service Level and the number of hours in the time period. (a-b) shall not be less than zero.

(Continued)



COMMERCIAL/INDUSTRIAL/GENERAL
SCHEDULE E-19—MEDIUM GENERAL DEMAND-METERED TIME-OF-USE SERVICE
(Continued)

12. NON-FIRM SERVICE PROGRAM: (Cont'd.)
- k. PROVISIONS SPECIFIC TO UFR PROGRAM: (T)
- 1) **Details on Automatic Interruptions:** If a customer is participating in the UFR program, service to the customer will be automatically interrupted if the frequency on the PG&E system drops to 59.65 hertz for 20 cycles. PG&E will install and maintain a digital underfrequency relay and whatever associated equipment it believes is necessary to carry out such automatic interruption. Relays and other equipment will remain the property of PG&E. If more than one relay is required, PG&E will provide the additional relays as "special facilities," at customer's expense, in accordance with Section I of Rule 2.

In addition to the underfrequency relay, PG&E may install equipment that would automatically interrupt service in case of voltage reductions or other operating conditions.
 - 2) **Metering Requirements for UFR Program:** If a customer is participating in the UFR program under Schedule E-19 in combination with firm or curtailable-only service, the customer will be required to have a separate meter for the UFR service. PG&E will provide the meter sets, but the customer will be responsible for arranging customer's wiring in such a way that the service for each account can be provided and metered at a single point. NOTE: Any other additional facilities required for a combination of curtailable with firm service will be treated as "special facilities" in accordance with Section I of Rule 2.
 - 3) **Communication Channel for UFR Service:** UFR program customers are required to provide an exclusive communication channel from the PG&E-provided terminal block at the customer's facility to a PG&E-designated control center. The communication channel must meet PG&E's specifications, and must be provided at the customer's expense. PG&E shall have the right to inspect the communication circuit upon reasonable notice.

(Continued)



COMMERCIAL/INDUSTRIAL/GENERAL
SCHEDULE E-19—MEDIUM GENERAL DEMAND-METERED TIME-OF-USE SERVICE
(Continued)

- | | | | |
|--|----|---|-----|
| 12. NON-FIRM SERVICE PROGRAM:
(Cont'd.) | I. | INTERACTIONS WITH OTHER DEMAND RESPONSE PROGRAMS: | (T) |
|--|----|---|-----|
1. Customers who participate in a third-party sponsored interruptible load program must immediately notify PG&E of such activity.
 2. Participants in the non-firm program may also participate in the Demand Bidding Program (Schedule E-DBP), but will not be paid the energy reduction incentives under the Schedule E-DBP during those hours where a non-firm event is issued.
 3. Participants in the non-firm program may participate in the Optional Binding Mandatory Curtailment Program (Schedule E-OBMC) and the Pilot Optional Binding Mandatory Curtailment Program (Schedule E-POBMC) subject to meeting all applicable eligibility, operational and participation requirements specified in those schedules.
 4. Participants in the non-firm program may participate in the Call Option of the California Power Authority Demand Reserves Partnership (CPA-DRP) program provided the additional load committed to the CPA-DRP is below their Firm Service Level (FSL) under the non-firm program. Participants in the non-firm program may participate in the Supplemental Energy Market Option of the CPA-DRP program, but will not be paid for curtailments under the California Power Authority's program during those hours when a non-firm event is issued. Participants in the non-firm program may not participate in the Ancillary Service Option of the CPA-DRP program.
 5. Participants on the non-firm program shall not participate in the Scheduled Load Reduction Program (Schedule E-SLRP), or the Critical Peak Pricing Program (Schedule E-CPP) while on the non-firm program. Participants on the non-firm program may participate in the Base Interruptible Program (Schedule E-BIP) only after they have completed their annual obligations under the non-firm program.

(Continued)



COMMERCIAL/INDUSTRIAL/GENERAL
SCHEDULE E-19—MEDIUM GENERAL DEMAND-METERED TIME-OF-USE SERVICE
(Continued)

13. **NON-FIRM SERVICE RATES:** These rates are applicable if the customer elects to take non-firm service. See Section 11 for an explanation of the non-firm service program and eligibility criteria. (T)

Total bundled service charges for non-firm service are calculated using the total rates shown below. Direct access charges shall be calculated in accordance with the paragraph in this rate schedule titled Billing.

TOTAL RATES

Total Customer/Meter Charge Rates	Secondary Voltage	Primary Voltage	Transmission Voltage
Nonfirm Customer Charge (\$ per meter per day)	\$11.99179	\$10.84189	\$26.28337
Nonfirm w/UFR Customer Charge (\$ per meter per day)	\$12.32033	\$11.17043	\$26.61191
Optional Meter Data Access Charge (\$ per meter per day)	\$ 0.98563	\$ 0.98563	\$ 0.98563
Total Demand Rates (\$ per kW)			
Maximum Peak Demand Summer	\$6.01	\$4.24	(\$0.24)
Maximum Part-Peak Demand Summer	\$3.25	\$2.14	\$0.08
Maximum Demand Summer	\$3.18	\$3.15	\$0.87
Maximum Part-Peak Demand Winter	\$3.19	\$2.14	\$0.23
Maximum Demand Winter	\$3.18	\$3.15	\$0.87
Total Energy Rates (\$ per kWh)			
Peak Summer	\$0.14499	\$0.11913	\$0.13071
Part-Peak Summer	\$0.09481	\$0.08441	\$0.09677
Off-Peak Summer	\$0.08091	\$0.07626	\$0.08766
Part-Peak Winter	\$0.10049	\$0.09249	\$0.11179
Off-Peak Winter	\$0.08071	\$0.07722	\$0.09254
Noncompliance Penalty (\$ per kWh per event)	\$8.40	\$8.40	\$8.40
Noncompliance Penalty (\$ per kWh per event) (For customers who fully complied with the previous years operation)	\$4.20	\$4.20	\$4.20
UFR Credit (\$ per kWh, if applicable)	\$0.00091	\$0.00091	\$0.00091

Total bundled service charges shown on customers' bills are unbundled according to the component rates shown below.

UNBUNDLING OF TOTAL RATES

Customer/Meter Charge Rates: Customer and meter charge rates provided in the Total Rates section above are assigned entirely to the unbundled distribution component.

Demand Rate by Component (\$ per kW)

Generation:

Maximum Peak Demand Summer	\$6.72	\$7.85	\$7.26
Maximum Part-Peak Demand Summer	\$1.86	\$1.77	\$0.58
Maximum Demand Summer	(\$3.10)	(\$2.33)	(\$3.55)
Maximum Part-Peak Demand Winter	\$1.84	\$1.77	\$0.73
Maximum Demand Winter	(\$3.10)	(\$2.33)	(\$3.55)

Distribution:

Maximum Peak Demand Summer	(\$0.71)	(\$3.61)	(\$7.50)
Maximum Part-Peak Demand Summer	\$1.39	\$0.37	(\$0.50)
Maximum Demand Summer	\$1.94	\$1.14	\$0.08
Maximum Part-Peak Demand Winter	\$1.35	\$0.37	(\$0.50)
Maximum Demand Winter	\$1.94	\$1.14	\$0.08

Transmission Maximum Demand*

Transmission Maximum Demand*	\$2.32	\$2.32	\$2.32
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Reliability Services Maximum Demand*

Reliability Services Maximum Demand*	\$2.02	\$2.02	\$2.02
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* Transmission, Transmission Rate Adjustments, and Reliability Service charges will be combined for presentation on customer bills.

(Continued)



COMMERCIAL/INDUSTRIAL/GENERAL
SCHEDULE E-19—MEDIUM GENERAL DEMAND-METERED TIME-OF-USE SERVICE
(Continued)

13. NON-FIRM
SERVICE
RATES:
(Cont'd.)

(T)

UNBUNDLING OF TOTAL RATES (Cont'd.)

Energy Rates by Component (\$ per kWh)	Secondary Voltage	Primary Voltage	Transmission Voltage
Generation:			
Peak Summer	\$0.12770	\$0.10847	\$0.11346
Part-Peak Summer	\$0.06946	\$0.06324	\$0.07062
Off-Peak Summer	\$0.05633	\$0.05516	\$0.06194
Part-Peak Winter	\$0.07453	\$0.07093	\$0.08399
Off-Peak Winter	\$0.05616	\$0.05610	\$0.06629
Distribution:			
Peak Summer	(\$0.00335)	(\$0.00959)	(\$0.00314)
Part-Peak Summer	\$0.00471	\$0.00092	\$0.00576
Off-Peak Summer	\$0.00394	\$0.00085	\$0.00533
Part-Peak Winter	\$0.00532	\$0.00131	\$0.00741
Off-Peak Winter	\$0.00391	\$0.00087	\$0.00586
Noncompliance Penalty (\$ per kWh per event)	\$8.40	\$8.40	\$8.40
Noncompliance Penalty (\$ per kWh per event) (For customers who fully complied with the previous years operation)	\$4.20	\$4.20	\$4.20
UFR Credit (\$ per kWh, if applicable)	\$0.00091	\$0.00091	\$0.00091
Transmission Rate Adjustments* (all usage)	(\$0.00007)	(\$0.00007)	(\$0.00007)
Public Purpose Programs (all usage)	\$0.00472	\$0.00433	\$0.00447
Nuclear Decommissioning (all usage)	\$0.00035	\$0.00035	\$0.00035
Competition Transition Charge (all usage)	\$0.00448	\$0.00448	\$0.00448
Regulatory Asset (all usage)	\$0.00623	\$0.00623	\$0.00623
DWR Bond (all usage)	\$0.00493	\$0.00493	\$0.00493

* Transmission, Transmission Rate Adjustments and Reliability Service charges will be combined for presentation on customer bills.

(Continued)



COMMERCIAL/INDUSTRIAL/GENERAL
SCHEDULE E-19—MEDIUM GENERAL DEMAND-METERED TIME-OF-USE SERVICE
(Continued)

- 14. COMMON-AREA ACCOUNTS: Common-area accounts that are separately metered by PG&E and which took electric service from PG&E on or prior to January 16, 2003, have a one-time opportunity to return to a residential rate schedule from April 1, 2004, to May 31, 2004, by notifying PG&E in writing. (T)

In the event that the CPUC substantially amends any or all of PG&E's commercial or residential rate schedules, the Executive Council of Homeowners (ECHO) can direct PG&E to begin an optional second right-of-return period lasting 105 days. However, if this occurs prior to the April 1, 2004, to May 31, 2004, time period, the ECHO directed right of return period will be the only window for returning to a residential schedule.

Newly constructed common-areas that are separately metered by PG&E and which first took electric service from PG&E after January 16, 2003, have a one-time opportunity to transfer to a residential rate schedule during a two-month window that begins 14 months after taking service on a commercial rate schedule. This must be done by notifying PG&E in writing. These common-area accounts have an additional opportunity to return to a residential schedule in the event that ECHO directs PG&E to begin a second right-of-return period.

Only those common-area accounts taking service on Schedule E-8 prior to moving to this tariff may return to Schedule E-8.

Common-area accounts are those accounts that provide electric service to Common Use Areas as defined in Rule 1.

- 15. CONTRACTS: STANDARD SERVICE AGREEMENT: To begin service under Schedule E-19 for customers with maximum demands greater than 499 kW, the customer shall be required to sign PG&E's Electric General Service Agreement (GSA). The GSA has an initial term of three (3) years, once the three-year initial term is over, the agreement will automatically continue in effect for successive terms of one year each until it is cancelled. Customers may, at any time, request PG&E to modify the GSA if the service arrangements, electrical demand requirements, or delivery criteria to its premises change. However, customers will still be obligated to perform the terms and conditions outlined in any other agreements that supplement the GSA. (T)

(Continued)



COMMERCIAL/INDUSTRIAL/GENERAL
SCHEDULE E-19—MEDIUM GENERAL DEMAND-METERED TIME-OF-USE SERVICE
(Continued)

16. VOLUNTARY SERVICE PROVISIONS: Customers voluntarily taking service on Schedule E-19 (see Applicability Section) shall be governed by all the terms and conditions shown in Sections 1 through 13, unless different terms and conditions are shown below. (T)
- a. DEFINITION OF MAXIMUM DEMAND: Demand will be averaged over 15-minute intervals except, in special cases. "Maximum demand" will be the highest of all 15-minute averages for the billing month.
- SPECIAL CASES: (1) If the customer's maximum demand has exceeded 400 kW for three consecutive months, 30-minute intervals will be used for averaging. The customer will be returned to 15-minute intervals when its maximum demand has dropped below 300 kW and remains there for 12 consecutive months. (2) If the customer's use of energy is intermittent or subject to violent fluctuations, a 5-minute or 15-minute interval may be used. (3) If the customer uses welders, the demand charge will be subject to the minimum demand charges for those welders' ratings, as explained in Section J of Rule 2.
- b. REDUCED CUSTOMER CHARGE: The reduced customer charge will be assessed only if the customer is taking service under this schedule on a voluntary basis or if the customer's maximum billing demand has not exceeded 499 kW for 12 or more consecutive months.
- c. SERVICE CONTRACTS: This rate schedule will remain in effect for at least twelve consecutive months before another schedule change is made, unless the customer's maximum demand has exceeded 499 kW for three consecutive months.
17. BILLING: A customer's bill is calculated based on the option applicable to the customer. (T)

(Continued)



COMMERCIAL/INDUSTRIAL/GENERAL
SCHEDULE E-19—MEDIUM GENERAL DEMAND-METERED TIME-OF-USE SERVICE
(Continued)

17. BILLING: **Bundled Service Customers** receive supply and delivery services solely from PG&E. (T)
(Cont'd.) The customer's bill is based on the Total Rates and Conditions set forth in this schedule.

Transitional Bundled Service Customers take transitional bundled service as prescribed in Rule 22.1, or take bundled service prior to the end of the six (6) month advance notice period required to elect bundled portfolio service as prescribed in Rule 22.1. These customers shall pay charges for transmission, transmission rate adjustments, reliability services, distribution, nuclear decommissioning, public purpose programs, the FTA (where applicable), the RRBMA (where applicable), the DA CRS pursuant to Schedule DA CRS and short-term commodity prices as set forth in Schedule TBCC.

Direct Access Customers purchase energy from an energy service provider and continue receiving delivery services from PG&E. Direct Access bills are equal to the sum of charges for transmission, transmission rate adjustments, reliability services, distribution, public purpose programs, nuclear decommissioning, the FTA (where applicable), RRBMA (where applicable), the franchise fee surcharge, and the Direct Access Cost Responsibility Surcharge (DA CRS). The DA CRS is equal to the sum of the individual charges set forth below. Exemptions to the DA CRS are set forth in Schedule DA CRS.

Regulatory Asset Charge (per kWh)	\$0.00623 (I)
DWR Power Charge (per kWh)	\$0.01136 (R)
DWR Bond Charge (per kWh)	\$0.00493
Ongoing CTC Charge (per kWh)	\$0.00448 (I)
 Total DA CRS (per kWh)	 \$0.02700

18. FIXED TRANSITION AMOUNT: Eligible small commercial customers that received the benefit of the 10 percent rate reduction prior to January 1, 2004, are obligated to pay a Fixed Transition Amount (FTA), also referred to as a Trust Transfer Amount (TTA), as described in Schedule E-RRB and defined in Preliminary Statement Part AS. In addition, these customers will receive the benefit of the rate reduction bond memorandum account rate. (T)

19. CARE DISCOUNT FOR NONPROFIT GROUP-LIVING AND SPECIAL EMPLOYEE HOUSING FACILITIES: Facilities which meet the eligibility criteria in Rule 19.2 or 19.3 are eligible for a California Alternate Rates for Energy discount under Schedule E-CARE. CARE customers are exempt from paying the DWR Bond Charge rate component. For CARE customers, no portion of the rates shall be used to pay the DWR bond charge. Generation is calculated residually based on the total rate less the sum of the following: Transmission, Transmission Rate Adjustments, Reliability Services, Distribution, Public Purpose Programs, Nuclear Decommissioning, Competition Transition Charges (CTC), Regulatory Asset, FTA and the Rate Reduction Bond Memorandum Account Rate. (T)

(Continued)



COMMERCIAL/INDUSTRIAL/GENERAL
SCHEDULE E-19—MEDIUM GENERAL DEMAND-METERED TIME-OF-USE SERVICE

(Continued)

20. OPTIONAL
OPTIMAL BILLING
PERIOD
SERVICE:

The Optimal Billing Period service is an experimental program that is limited to a maximum of 150 bundled service accounts at any one time. Customers electing this optional service must sign the Optimal Billing Service Customer Election Form (Standard Form 79-842).

(T)

a. Eligibility

On an experimental pilot basis and subject to the availability and installation of solid state recorder equipment, firm service primary and secondary voltage customers whose maximum demand exceeds 500 kW for three consecutive billing months may select the "optimal billing period" service on a voluntary basis in up to two "subject" months (subject month is defined as the month in which the production cycle starts or ends), one at the start and one at the end of the customer's high seasonal production cycle. The meter read date separating the subject month and the "adjacent" month (the adjacent month follows the subject month at the start of production, but precedes it at the end of production) would be redesignated to an alternative read date. In no event shall any revised billing period exceed 45 days nor be less than 15 days. Where the start date is in a summer month, the summer season average rate limiter must otherwise apply to the subject month at the start of the customer's high production cycle, but need not apply to the subject month at the end of production or the two adjacent months.

(Continued)



COMMERCIAL/INDUSTRIAL/GENERAL
SCHEDULE E-19—MEDIUM GENERAL DEMAND-METERED TIME-OF-USE SERVICE
(Continued)

20. OPTIONAL
OPTIMAL
BILLING
PERIOD
SERVICE:
(Cont'd.)

a. Eligibility (Cont'd.)

(T)

The customer would retain the protection of the summer average rate limiter in all summer months including the revised subject and adjacent months, where the rate limiter is imposed before the additional customer charge in Section 21.c has been included in the bill calculation. (T)

To qualify, the duration of the customer's high seasonal production period must be six (6) months or less, and the customer's energy consumption during its high seasonal production cycle must be at least 2.0 times its consumption during its low seasonal production cycle for the most recent twelve (12) month period. Customers that discontinue this option may not enroll in this option again for a period of twelve (12) months. The customer must also specify which six (6) consecutive calendar months will be the optimal billing period. The optimal billing period must encompass the customer's high seasonal production period.

b. Customer Notification to PG&E

Upon enrollment, the customer shall notify PG&E of the approximate two months where seasonal production starts and ends. As they occur, the customer shall notify PG&E of the exact seasonal production start and end dates. Upon notification by the customer of a production start date during a summer month, PG&E will wait until the regular read date to verify that the regular subject month bill would have otherwise invoked the rate limiter. If the rate limiter is invoked for the summer subject start month, the customer will be billed based on the optimal meter read dates or the regular scheduled meter read dates, whichever is the lower bill. Throughout the six month period, customers will receive their regular bill. Approximately two months after the production start or end date, the customer will receive a credit, if one should apply, for the optimal billing period. If a credit does not apply, the customer will not receive additional billing. If the rate limiter does not otherwise apply, the regular subject month bill based on the old read date will be issued, and the customer can then request the special optimal bill option in only one production end date "subject" month. The application of this billing option to a production end date may occur prior to its application to a production start date, such as when a customer has more than one high production cycle. The customer must notify PG&E in writing, via facsimile (fax) to both the PG&E account representative and PG&E's Customer Billing Department, of the production start or end date within two days of the production start or end date. Customers will receive from PG&E's Customer Billing Department a fax receipt verification upon notice of a production start or end date. PG&E will notify the customer of the regularly scheduled meter read dates and, upon request, the customer's rate limiter history.

(Continued)



COMMERCIAL/INDUSTRIAL/GENERAL
SCHEDULE E-19—MEDIUM GENERAL DEMAND-METERED TIME-OF-USE SERVICE
(Continued)

20. OPTIONAL
OPTIMAL
BILLING
PERIOD
SERVICE:
(Cont'd.)

c. Customer Charge

(T)

Upon enrollment, a special customer charge will be assessed in all six (6) months in the optimal billing period to cover the incremental costs of the required solid state recorder, special program billing, recruitment, and administrative costs. The customer is obligated to pay this monthly customer charge only while enrolled in this option but any customer that drops out may not enroll in this option again for a period of twelve (12) months. Customers who have signed contracts and are awaiting solid state recorders so that they can participate in the program will not be assessed the special customer charge until a solid state recorder has been installed.

For billing purposes, the special customer charge for the optimal billing period service shall be assigned to Distribution.

d. Proration of Charges

All applicable customer charges, demand charges or other applicable fixed charges, shall be prorated as specified in Rule 9. As specified in Rule 9, Sections A and B, the regular billing period will be once each month, and prorations for monthly bills of less than 27 or more than 33 days shall be calculated on the basis of the number of days in the period in question to the total number of days in an average month, as specified in Rule 9.

e. Functional Assignment of Credit

For billing purposes, the Optimal Billing Credit will be assigned to Distribution.

21. ELECTRIC
EMERGENCY
PLAN
ROTATING
BLOCK
OUTAGES

As set forth in CPUC Decision 01-04-006, all transmission level customers except essential use customers, OBMC participants, net suppliers to the electrical grid, or others exempt by the Commission, are to be included in rotating outages in the event of an emergency. A transmission level customer who refuses or fails to drop load shall be added to the next rotating outage group so that the customer does not escape curtailment. If the transmission level customer fails to cooperate and drop load at PG&E's request, automatic equipment controlled by PG&E will be installed at the customer's expense per Electric Rule 2. A transmission level customer who refuses to drop load before installation of the equipment shall be subject to a penalty of \$6/kWh for all load requested to be curtailed that is not curtailed. The \$6/kWh penalty shall not apply if the customer's generation suffers a verified, forced outage and during times of scheduled maintenance. The scheduled maintenance must be approved by both the ISO and PG&E, but approval may not be unreasonably withheld.

(T)

(Continued)



COMMERCIAL/INDUSTRIAL/GENERAL
SCHEDULE E-19—MEDIUM GENERAL DEMAND-METERED TIME-OF-USE SERVICE
 (Continued)

22. STANDBY APPLICABILITY: SOLAR GENERATION FACILITIES EXEMPTION: Customers who utilize solar generating facilities which are less than or equal to one megawatt to serve load and who do not sell power or make more than incidental export of power into PG&E's power grid and who have not elected service under Schedule E-NEM, will be exempt from paying the otherwise applicable standby reservation charges. (T)
- DISTRIBUTED ENERGY RESOURCES EXEMPTION: Any customer under a time-of-use rate schedule using electric generation technology that meets the criteria as defined in Electric Rule 1 for Distributed Energy Resources is exempt from the otherwise applicable standby reservation charges. Customers qualifying for this exemption shall be subject to the following requirements. Customers qualifying for an exemption from standby charges under Public Utilities (PU) Code Sections 353.1 and 353.3, as described above, must take service on a time-of-use (TOU) schedule in order to receive this exemption until a real-time pricing program, as described in PU Code 353.3, is made available. Once available, customers qualifying for the standby charge exemption must participate in the real-time program referred to above. Qualification for and receipt of this distributed energy resources exemption does not exempt the customer from metering charges applicable to time-of-use (TOU) and real-time pricing, or exempt the customer from reasonable interconnection charges, non-bypassable charges as required in Preliminary Statement BB - *Competition Transition Charge Responsibility for All Customers and CTC Procurement*, or obligations determined by the Commission to result from participation in the purchase of power through the California Department of Water Resources, as provided in PU Code Section 353.7.
23. DWR BOND CHARGE: The Department of Water Resources (DWR) Bond Charge was imposed by California Public Utilities Commission Decision 02-10-063, as modified by Decision 02-12-082, and is property of DWR for all purposes under California law. The Bond Charge applies to all retail sales, excluding CARE and Medical Baseline sales. The DWR Bond Charge (where applicable) is included in customers' total billed amounts. (T)



COMMERCIAL/INDUSTRIAL/GENERAL
SCHEDULE E-20—SERVICE TO CUSTOMERS WITH MAXIMUM DEMANDS OF 1,000 KILOWATTS OR MORE

CONTENTS: This rate schedule is divided into the following sections:

1. Applicability	13. Non-Firm Service Rates	(T)
2. Territory	14. Contracts	
3. Firm Service Rates	15. Billing	
4. Metering Requirement	16. CARE Discount For Nonprofit Group-Living Facilities	
5. Definition Of Service Voltage	17. Optional Optimal Billing Period Service	
6. Definition Of Time Periods	18. Electric Emergency Plan Rotating Block Outages	
7. Power Factor Adjustments	19. Standby Applicability	
8. Charges For Transformer and Line Losses	20. Schedule S-Standby Service Special Conditions 1 through 6	
9. Standard Service Facilities	21. Department of Water Resources Bond Charge	(T)
10. Special Facilities		
11. Arrangements For Visual-Display Metering		
12. Non-Firm Service Program		

1. APPLICABILITY: **Initial Assignment:** A customer is eligible for service under Schedule E-20 if the customer's maximum demand (as defined below) has exceeded 999 kilowatts for at least three consecutive months during the most recent 12-month period. If 70 percent or more of the customer's energy use is for agricultural end-uses, the customer will be served under an agricultural schedule.

Customer accounts which fail to qualify under these requirements will be evaluated for transfer to service under a different applicable rate schedule.

The provisions of Schedule S—Standby Service Special Conditions 1 through 6 shall also apply to customers whose premises are regularly supplied in part (but not in whole) by electric energy from a nonutility source of supply. These customers will pay monthly reservation charges as specified under Section 1 of Schedule S, in addition to all applicable Schedule E-20 charges. Exemptions to standby charges are outlined in the Standby Applicability Section of this rate schedule.

Transfers Off of Schedule E-20: PG&E will review its Schedule E-20 accounts annually. A customer will be eligible for continued service on Schedule E-20 if its maximum demand has either: (1) Exceeded 999 kilowatts for at least 5 of the previous 12 billing months, or (2) Exceeded 999 kilowatts for any 3 consecutive billing months of the previous 14 billing months. If a customer's demand history fails both of these tests, PG&E will transfer that customer's account to service under a different applicable rate schedule, except as specified in the Energy Efficiency Adjustment provision below.

Assignment of New Customers: If a customer is new and PG&E believes that the customer's maximum demand will exceed 999 kilowatts and that the customer should not be served under a time-of-use agricultural schedule, PG&E will serve the customer's account under Schedule E-20.

(Continued)



COMMERCIAL/INDUSTRIAL/GENERAL
SCHEDULE E-20—SERVICE TO CUSTOMERS WITH MAXIMUM DEMANDS OF 1,000 KILOWATTS OR MORE
(Continued)

3. FIRM
SERVICE
RATES:
(Cont'd.)

a. TYPES OF CHARGES: The customer's monthly charge for service under Schedule E-20 is the sum of a customer charge, demand charges, and energy charges:

- The energy charge is the sum of the energy charges from the peak, partial-peak, and off-peak periods. The customer pays for energy by the kilowatt-hour (kWh), and rates are differentiated according to time of day and time-of-year.
- The monthly charges may be increased or decreased based upon the power factor. (See Section 7.) (T)
- The customer charge is a flat monthly fee.
- Schedule E-20 has three demand charges, a maximum-peak-period-demand charge, a maximum-part-peak-period demand charge, and a maximum-demand charge. The maximum-peak-period-demand charge per kilowatt applies to the maximum demand during the month's peak hours, the maximum-part-peak-demand charge applies to the maximum demand during the month's part-peak hours, and the maximum-demand charge per kilowatt applies to the maximum demand at any time during the month. The bill will include all of these demand charges. (Time periods are defined in Section 6.) (L) (T)
- As shown on the rate chart, which set of customer, demand, and energy charges is paid depends on the voltage at which service is taken. Service voltages are defined in Section 5 below. (T)
- Please note that the rates in the chart on the preceding page apply only to firm service. Rates for non-firm service can be found in Section 12 of this rate schedule.

b. AVERAGE RATE LIMITER (applies to bundled, firm service only): If the customer takes service on Schedule E-20, in either the secondary or primary voltage class, bills will be controlled by a "rate limiter" during the summer months. The bill will be reduced if necessary so that the average rate paid for all demand and energy charges less the Energy Rate Adjustment (ERA) amount calculated using the applicable rates provided in Schedule E-ERA during a summer month does not exceed the rate limiter shown on this schedule. This provision will not apply if the customer has elected to receive separate billing for back-up and maintenance service pursuant to Special Condition 8 of Schedule S.

Reductions in revenue resulting from application of the average rate limiter will be reflected as reduced distribution amounts for billing purposes. (L)

(Continued)



COMMERCIAL/INDUSTRIAL/GENERAL
SCHEDULE E-20—SERVICE TO CUSTOMERS WITH MAXIMUM DEMANDS OF 1,000 KILOWATTS OR MORE
(Continued)

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| 3. | FIRM SERVICE RATES:
(Cont'd.) | c. | <p>PEAK-PERIOD RATE LIMITER (applies to bundled, firm service only): If the customer takes service on Schedule E-20 at any service voltage level, bills will be controlled by a "peak-period rate limiter" during the summer months. The bill will be reduced if necessary so that the average rate paid for all on-peak demand and energy charges less the peak period ERA amount calculated using the applicable rates provided in Schedule E-ERA during the peak period in a summer month does not exceed the peak-period rate limiter shown on this schedule. This provision will not apply if the customer has elected to receive separate billing for back-up and maintenance service pursuant to Special Condition 8 of Schedule S.</p> <p>Reductions in revenue resulting from application of the peak-period rate limiter will be reflected as reduced distribution amounts for billing purposes.</p> | (L) | |
| 4. | METERING REQUIREMENTS: | | <p>An interval data meter that measures and registers the amount of electricity a customer uses and can be read remotely by PG&E is required for all customers on this schedule. A Meter Data Management Agent (MDMA) may also read the customer's meter on behalf of the customer's Energy Service Provider (ESP) if a customer is receiving Direct Access Service.</p> <p>For bundled service customers with average maximum demands of 200 kW or greater PG&E will provide and install the interval data metering equipment at no cost to the customer. The installation of an interval data meter for customers taking service under the provisions of Direct Access is the responsibility of the customer's Energy Service Provider, or their Agent, and must be installed in accordance with Electric Rule 22.</p> <p>Customers who also request any meter data management services, must also sign an Interval Meter Data Management Service Agreement (Form 79-985) and must have an appropriate interval data meter.</p> | (N) | |
| 5. | DEFINITION OF SERVICE VOLTAGE: | | <p>The following defines the three voltage classes of Schedule E-20 rates. Standard Service Voltages are listed in Rule 2.</p> <p>a. Secondary: This is the voltage class if the service voltage is less than 2,400 volts or if the definitions of "primary" and "transmission" do not apply to the service.</p> <p>b. Primary: This is the voltage class if the customer is served from a "single customer substation" or <u>without transformation</u> from PG&E's serving distribution system at one of the standard primary voltages specified in PG&E's Electric Rule 2, Section B.1.</p> <p>c. Transmission: This is the voltage class if the customer is served <u>without transformation</u> at one of the standard transmission voltages specified in PG&E's Electric Rule 2, Section B.1.</p> | (T) | (L) |



COMMERCIAL/INDUSTRIAL/GENERAL
SCHEDULE E-20—SERVICE TO CUSTOMERS WITH MAXIMUM DEMANDS OF 1,000 KILOWATTS OR MORE
(Continued)

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| | | | (L) |
| 8. | CHARGES FOR TRANSFORMER AND LINE LOSSES: | The demand and energy meter readings used in determining the charges will be adjusted to correct for transformation and line losses in accordance with Section B.4 of Rule 2. | (T) |
| 9. | STANDARD SERVICE FACILITIES: | <p>If PG&E must install any new or additional facilities to provide the customer with service under Schedule E-20, the customer may have to pay some of the cost. Any advance necessary and any monthly charge for the facilities will be specified in a line extension agreement. See Rules 2, 15, and 16 for details.</p> <p>Facilities installed to serve the customer may be removed when service is discontinued. The customer will then have to repay PG&E for all or some of its investment in the facilities. Terms and conditions for repayment will be set forth in the line extension agreement.</p> | (T) |
| 10. | SPECIAL FACILITIES: | PG&E will normally install only those standard facilities it deems necessary to provide service under Schedule E-20. If the customer requests any additional facilities, those facilities will be treated as "special facilities" in accordance with Section I of Rule 2. | (T) |
| 11. | ARRANGEMENTS FOR VISUAL-DISPLAY METERING: | <p>If the customer wishes to have visual-display metering equipment in addition to the regular metering equipment, and the customer would like PG&E to install that equipment, the customer must submit a written request to PG&E. PG&E will provide and install the equipment within 180 days of receiving the request. The visual-display metering equipment will be installed near the present metering equipment. The customer will be responsible for providing the required space and associated wiring.</p> <p>PG&E will continue to use the regular metering equipment for billing purposes.</p> | (T) |

(Continued)



COMMERCIAL/INDUSTRIAL/GENERAL
SCHEDULE E-20—SERVICE TO CUSTOMERS WITH MAXIMUM DEMANDS OF 1,000 KILOWATTS OR MORE
(Continued)

- 12. NON-FIRM SERVICE PROGRAM: As noted, the rates in the chart in Section 3 of this rate schedule apply to firm service only. ("Firm" means service where PG&E provides a "continuous and sufficient supply of electricity," as described in Rule 14.) Certain customers may also elect to receive non-firm service under Schedule E-20. (T)

In accordance with Decision 01-04-006, the Non-firm Service Program is closed to new or existing customers that are not currently in the program. Existing contracts may not be assigned to other parties. Customers considering participating in an interruptible program should refer to Schedule E-BIP for program terms and conditions, or may consider other available interruptible or demand response programs. The customer's total load must meet the eligibility criteria in 11.a in order to participate in the Non-firm Service Program. Customers being served, as of December 31, 1992, under the Non-firm Service Program may continue to participate in the Non-firm Service Program.

This program is available for qualifying customers until modified or terminated in the rate design phase of the next general rate case or similar proceeding as ordered in Decision 02-04-060.

A customer who elects to receive non-firm service under Schedule E-20 must participate in PG&E's Emergency Curtailment Program. A non-firm service customer may also elect to participate in PG&E's Underfrequency Relay (UFR) Program.

EMERGENCY CURTAILMENT PROGRAM: Under the Emergency Curtailment Program, a non-firm service customer may be requested to reduce demand to a designated number of kilowatts (kW), referred to as the customer's contractual "firm service level." PG&E will make requests for such curtailments from its non-firm service customers upon notification from the California Independent System Operator (ISO) that a system-wide or local operating condition exists which will impair the ability of the ISO to meet the demands of PG&E's other customers. The ISO is expected to issue load curtailment directives to PG&E in those instances where load reductions are necessary in order to maintain system-wide operating reserves above the 5 percent level throughout the next operating hour, or if such load reductions are the sole remaining measure available in order to mitigate transmission overloads in the PG&E area.

(Continued)



COMMERCIAL/INDUSTRIAL/GENERAL
SCHEDULE E-20—SERVICE TO CUSTOMERS WITH MAXIMUM DEMANDS OF 1,000 KILOWATTS OR MORE
(Continued)

12. NON-FIRM SERVICE PROGRAM: (Cont'd.) UNDERFREQUENCY RELAY PROGRAM: Under this program, the customer agrees to be subject at all times to automatic interruptions of service caused by an underfrequency relay device that may be installed by PG&E. (T)

Please note that PG&E may require up to three years' written notice for a change from non-firm to firm service, or for termination of participation in the Underfrequency Relay Program.

- a. ELIGIBILITY CRITERIA FOR NON-FIRM SERVICE: To qualify for non-firm service, the customer must have had an average peak-period demand of at least 500 kW during each of the last six summer billing months prior to the customer's application for non-firm service. (Average peak-period demand is the total number of kWh used during the peak-period hours of a billing month divided by the total number of peak-period hours in the month.) Customers who have not yet had six months of summer service must demonstrate to PG&E's satisfaction that they will maintain an average monthly-peak-period demand of 500 kW or more to qualify for non-firm service.

Customers on non-firm service may not have, or obtain, any insurance for the sole purpose of paying non-compliance penalties for willful failure to comply with requests for curtailments. Customers with such policy will be terminated from the Program, and will be required to pay back any incentives that the customer received for the period covered by the insurance. If the period cannot be determined, the recovery shall be for the entire period the customer was on the program. Eligibility for the non-firm program requires that each customer execute and submit to PG&E a No Insurance Declaration that states that the customer does not have, and will not obtain such insurance.

Customers who are deemed essential under the Electric Emergency Plan as adopted in Decision 01-04-006 and Rulemaking 00-10-002, must submit to PG&E a written declaration that states that the customer is, to the best of that customer's understanding, an essential customer under Commission rules and exempt from rotating outages. It must also state that the customer voluntarily elects to participate in an interruptible program for part of its load based on adequate backup generation or other means to interrupt load upon request by the respondent utility, while continuing to meet its essential needs. In addition, an essential customer may commit no more than 50% of its average peak load to interruptible programs.

(Continued)



COMMERCIAL/INDUSTRIAL/GENERAL
SCHEDULE E-20—SERVICE TO CUSTOMERS WITH MAXIMUM DEMANDS OF 1,000 KILOWATTS OR MORE
 (Continued)

12. NON-FIRM SERVICE PROGRAM: (Cont'd.)
- b. DESIGNATION OF FIRM SERVICE LEVEL: If a customer takes non-firm service, the designated number of kW to which the customer must reduce demand during emergency curtailments is the customer's contractual "firm service level." This designated firm service level must be at least 500 kW less than the smallest of the customer's average peak-period demands during the last six summer billing months prior to the designation. (T)
 - c. PRE-EMERGENCY CURTAILMENT REQUIREMENTS: A customer may be requested to curtail, on a pre-emergency basis, up to a maximum of two times per year (except that any emergency curtailments will count towards the maximum). Each pre-emergency curtailment will last no more than five hours. Customers will be given at least 30 minutes notice before each curtailment. The pre-emergency curtailments will be requested subject to the criteria listed in Section 12.d below, and PG&E's discretion. (T)
 - d. PRE-EMERGENCY CURTAILMENT PROCEDURE: PG&E will notify the customer by telephone, electronic mail, or other reliable means of communication. This notification will designate the time by which the customer's kW demand is requested to reduce to the customer's contractual firm service level. The notification will also designate the time when the customer may resume use of full power.

PG&E may call a pre-emergency curtailment if one of the following criteria are met:

- 1) The 9:00 a.m. forecast of temperatures in the Central Valley (the average of the forecasted temperature in Fresno and Sacramento) exceeds 100 degrees Fahrenheit; and PG&E has been informed by the ISO that an adjusted 10:00 a.m. forecast of two-hour reserves for that afternoon's peak is 12 percent or less; or
- 2) The 9:00 a.m. forecast of temperatures in the Central Valley exceeds 105 degrees Fahrenheit.

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COMMERCIAL/INDUSTRIAL/GENERAL
SCHEDULE E-20—SERVICE TO CUSTOMERS WITH MAXIMUM DEMANDS OF 1,000 KILOWATTS OR MORE
(Continued)

- 12. NON-FIRM SERVICE PROGRAMS: (Cont'd.)
 - e. EMERGENCY CURTAILMENT PROCEDURE: When it becomes necessary for PG&E to request a curtailment, PG&E will notify the customer by telephone, electronic mail, or other reliable means of communication. This notification will designate a time by which the customer's kW demand is requested to be reduced to the customer's contractual firm service level. (T)

The customer is requested not to resume the use of curtailed power until notified by PG&E that it may do so or until the customer has curtailed its service for six hours.

- f. LIMIT ON EMERGENCY CURTAILMENTS: The number of curtailment events will not exceed one (1) per day, four (4) in a calendar week, and thirty (30) times per calendar year. The duration of the curtailment events will not exceed six (6) hours each, forty (40) hours per calendar month, and a total of one hundred (100) hours per calendar year. The customer will be given at least 30 minutes notice before each curtailment.

Automatic UFR operations shall not be included in the annual pre-emergency or emergency curtailment limit.

- g. EMERGENCY-NOTICE PROVISION: If there is an emergency on the PG&E system, PG&E may ask the customer to curtail the use of electricity on less than the 30 minute notice allowed for the Non-Firm Service Option. The customer will be asked to make its best effort to comply. The customer will not be assessed the noncompliance penalty for failing to comply within the shorter notice period.

The customer will be assessed a noncompliance penalty if the regular notice period for the operation passes and the customer still has not curtailed use.

(Continued)



COMMERCIAL/INDUSTRIAL/GENERAL
SCHEDULE E-20—SERVICE TO CUSTOMERS WITH MAXIMUM DEMANDS OF 1,000 KILOWATTS OR MORE
(Continued)

- 12. NON-FIRM SERVICE PROGRAM: (Cont'd.)
 - h. NONCOMPLIANCE PENALTY: (T)
 - The applicable noncompliance penalties are listed in Section 12. If a customer has curtailed to or below the designated firm service level for all of the requested pre-emergency and emergency curtailments, if any, in the preceding calendar year, the noncompliance penalty for the current year, will be the lower level shown in Section 13. (T)
 - The penalty will be calculated by determining the total amount of excess energy taken during the curtailment period (energy taken in excess of the customer's firm service level times the duration of the curtailment) and multiplying this total by the noncompliance penalty (per kWh).
 - Once a customer has complied with all the requested curtailments during the previous year, the customer's noncompliance penalty will remain at the reduced penalty level shown in Section 13 for the next calendar year. If the customer fails to comply with a requested curtailment, the noncompliance penalty for the following year will be the higher value shown in Section 13. (T)
 - If no emergency or pre-emergency curtailments are called during a given year, the customer's noncompliance penalty for the next year in which curtailments occur shall be based on the customer's level of compliance during the last year curtailments were called. (T)
 - During the year, PG&E will record any energy taken in excess of the customer's firm service level during any emergency or pre-emergency curtailments. PG&E will notify the customer of the amount of excess energy taken and the estimated noncompliance penalty. PG&E shall assess the noncompliance penalties, subject to the noncompliance penalty limit described below, at the end of the calendar year. The customer's noncompliance penalty shall be equal to the appropriate noncompliance penalty shown in Section 13 times the total amount of excess energy taken during any pre-emergency and emergency curtailments. (T)
 - In any given calendar year, the noncompliance penalties may not exceed 200 percent of the annual incentive level. The noncompliance penalty limit is equal to twice the annual incentive paid (the difference between what the customer would have paid on firm service rates less the customer's bill on non-firm rates excluding noncompliance penalties). If a customer's total noncompliance penalties in any given year exceed the noncompliance penalty limit, PG&E shall bill the customer a noncompliance penalty equal to the noncompliance penalty limit.

(Continued)



COMMERCIAL/INDUSTRIAL/GENERAL
SCHEDULE E-20—SERVICE TO CUSTOMERS WITH MAXIMUM DEMANDS OF 1,000 KILOWATTS OR MORE
(Continued)

12. NON-FIRM SERVICE PROGRAM: (Cont'd.)
- i. ADDITIONAL NON-FIRM SERVICE PROVISIONS: (T)
- 1) **Required Re-Designations of Firm Service Level:** A non-firm service customer must maintain a difference of at least 500 kW between the firm service level and the average monthly summer peak-period demand. If the difference is less than 500 kW for any three summer months during any 12-month period, the customer must designate a new firm service level. This new firm service level must be at least 500 kW below the lowest of the customer's average peak-period demands for the last six summer billing months preceding the new designation. If the customer cannot meet this requirement, PG&E will change the account to firm service.
 - 2) **Optional Re-Designations of Firm Service Level:** A non-firm service customer may decrease the firm service level effective with the start of any billing month, provided the customer gives PG&E at least 30 days' written notice. The customer may increase the firm service level (or return to full service) only with PG&E's permission or by giving PG&E three years notice, or by giving such notice to PG&E during a one-month period following any revisions of the program operating criteria initiated by the ISO, or during an annual contract review period that is provided for between November 1 and December 1 each year. The increased firm service level must be such that there is still at least a 500-kW difference between the firm service level and the lowest average monthly summer peak-period demand. The increased firm service level will become effective with the first regular reading of the meter after the customer receives permission from PG&E or at the end of the three year notice period. If a customer elects to change to firm service, they will not be permitted to subsequently return to non-firm status in the future.
 - 3) **Telephone Line Requirements:** Non-firm customers are required to make available a telephone line and space for a notification printer. This requirement is in addition to any other equipment requirement which may apply.
- j. BILL REDUCTIONS FOR NON-FIRM SERVICE CUSTOMERS:
- 1) **Demand Charges:** Reduced peak-period demand charges for curtailable service shall be applied to the difference between the customer's maximum demand in the peak-period and its Firm Service Level (but not less than zero). The peak-period charges for firm service shall be applied to the peak-period demand less the above difference.
 - 2) **Energy Charges:** Reduced energy charges for curtailable service shall be applied to (a-b), where (a) is the number of kilowatt-hours used in the time period and (b) is the product of the Firm Service Level and the number of hours in the time period. (a-b) shall not be less than zero.

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COMMERCIAL/INDUSTRIAL/GENERAL
SCHEDULE E-20—SERVICE TO CUSTOMERS WITH MAXIMUM DEMANDS OF 1,000 KILOWATTS OR MORE
(Continued)

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| 12. NON-FIRM SERVICE PROGRAM: (Cont'd.) | k. | <p>PROVISIONS SPECIFIC TO UFR PROGRAM:</p> <p>1) Details on Automatic Interruptions: If a customer is participating in the UFR program, service to the customer will be automatically interrupted if the frequency on the PG&E system drops to 59.65 hertz for 20 cycles. PG&E will install and maintain a digital underfrequency relay and whatever associated equipment it believes is necessary to carry out such automatic interruption. Relays and other equipment will remain the property of PG&E. If more than one relay is required, PG&E will provide the additional relays as "special facilities," at customer's expense, in accordance with Section I of Rule 2.</p> <p style="padding-left: 40px;">In addition to the underfrequency relay, PG&E may install equipment that would automatically interrupt service in case of voltage reductions or other operating conditions.</p> <p>2) Metering Requirements for UFR Program: If a customer is participating in the UFR program under Schedule E-20 in combination with firm or curtailable-only service, the customer will be required to have a separate meter for the UFR service. PG&E will provide the meter sets, but the customer will be responsible for arranging customer's wiring in such a way that the service for each account can be provided and metered at a single point. NOTE: Any other additional facilities required for a combination of curtailable with firm service will be treated as "special facilities" in accordance with Section I of Rule 2.</p> <p>3) Communication Channel for UFR Service: UFR program customers are required to provide an exclusive communication channel from the PG&E-provided terminal block at the customer's facility to a PG&E-designated control center. The communication channel must meet PG&E's specifications, and must be provided at the customer's expense. PG&E shall have the right to inspect the communication circuit upon reasonable notice.</p> | (T) |
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COMMERCIAL/INDUSTRIAL/GENERAL
SCHEDULE E-20—SERVICE TO CUSTOMERS WITH MAXIMUM DEMANDS OF 1,000 KILOWATTS OR MORE
(Continued)

12. NON-FIRM SERVICE PROGRAM: (Cont'd.)
- I. INTERACTIONS WITH OTHER DEMAND RESPONSE PROGRAMS: (T)
1. Customers who participate in a third-party sponsored interruptible load program must immediately notify PG&E of such activity.
 2. Participants in the non-firm program may also participate in the Demand Bidding Program (Schedule E-DBP), but will not be paid the energy reduction incentives under the Schedule E-DBP during those hours where a non-firm event is issued.
 3. Participants in the non-firm program may participate in the Optional Binding Mandatory Curtailment Program (Schedule E-OBMC) and the Pilot Optional Binding Mandatory Curtailment Program (Schedule E-POBMC) subject to meeting all applicable eligibility, operational and participation requirements specified in those schedules.
 4. Participants in the non-firm program may participate in the Call Option of the California Power Authority Demand Reserves Partnership (CPA-DRP) program provided the additional load committed to the CPA-DRP is below their Firm Service Level (FSL) under the non-firm program. Participants in the non-firm program may participate in the Supplemental Energy Market Option of the CPA-DRP program, but will not be paid for curtailments under the California Power Authority's program during those hours when a non-firm event is issued. Participants in the non-firm program may not participate in the Ancillary Service Option of the CPA-DRP program.
 5. Participants on the non-firm program shall not participate in the Scheduled Load Reduction Program (Schedule E-SLRP), or the Critical Peak Pricing Program (Schedule E-CPP) while on the non-firm program. Participants on the non-firm program may participate in the Base Interruptible Program (Schedule E-BIP) only after they have completed their annual obligations under the non-firm program.

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COMMERCIAL/INDUSTRIAL/GENERAL
SCHEDULE E-20—SERVICE TO CUSTOMERS WITH MAXIMUM DEMANDS OF 1,000 KILOWATTS OR MORE
(Continued)

13. **NON-FIRM SERVICE RATES:** These rates are applicable if the customer elects to take non-firm service. See Section 11 for an explanation of the non-firm service program and eligibility criteria. (T)

Total bundled service charges for non-firm service are calculated using the total rates shown below. Direct access charges shall be calculated in accordance with the paragraph in this rate schedule titled Billing.

TOTAL RATES			
Total Customer Charge Rates	Secondary Voltage	Primary Voltage	Transmission Voltage
Nonfirm Customer Charge (\$ per meter per day)	\$18.89117	\$16.42710	\$29.73306
Nonfirm w/UFR Customer Charge (\$ per meter per day)	\$19.21971	\$16.75564	\$30.06160
Optional Meter Data Access Charge	\$ 0.98563	\$ 0.98563	\$ 0.98563
Total Demand Rates (\$ per kW)			
Maximum Peak Demand Summer	\$5.92	\$4.15	(\$0.23)
Maximum Part-Peak Demand Summer	\$3.23	\$2.12	\$0.08
Maximum Demand Summer	\$3.27	\$3.24	\$0.95
Maximum Part-Peak Demand Winter	\$3.17	\$2.12	\$0.23
Maximum Demand Winter	\$3.27	\$3.24	\$0.95
Total Energy Rates (\$ per kWh)			
Peak Summer	\$0.14252	\$0.11548	\$0.10680
Part-Peak Summer	\$0.08675	\$0.07660	\$0.07058
Off-Peak Summer	\$0.07943	\$0.07480	\$0.06801
Part-Peak Winter	\$0.09240	\$0.08439	\$0.08034
Off-Peak Winter	\$0.07923	\$0.07559	\$0.07115
Noncompliance Penalty (\$ per kWh per event)	\$8.40	\$8.40	\$8.40
Noncompliance Penalty (\$ per kWh per event) (For customers who fully complied with the previous years operation)	\$4.20	\$4.20	\$4.20
UFR Credit (\$ per kWh, if applicable)	\$0.00091	\$0.00091	\$0.00091

Total bundled service charges shown on customers' bills are unbundled according to the component rates shown below.

UNBUNDLING OF TOTAL RATES

Customer Charge Rates: Customer charge rates provided in the Total Rate section above are assigned entirely to the unbundled distribution component.

Demand Rates by Component (\$ per kW)

Generation:

Maximum Peak Demand Summer	\$7.49	\$8.73	\$7.27
Maximum Part-Peak Demand Summer	\$2.07	\$1.95	\$0.58
Maximum Demand Summer	(\$3.49)	(\$2.47)	(\$3.67)
Maximum Part-Peak Demand Winter	\$2.03	\$1.95	\$0.73
Maximum Demand Winter	(\$3.49)	(\$2.47)	(\$3.67)

Distribution:

Maximum Peak Demand Summer	(\$1.57)	(\$4.58)	(\$7.50)
Maximum Part-Peak Demand Summer	\$1.16	\$0.17	(\$0.50)
Maximum Demand Summer	\$2.14	\$1.09	\$0.00
Maximum Part-Peak Demand Winter	\$1.14	\$0.17	(\$0.50)
Maximum Demand Winter	\$2.14	\$1.09	\$0.00
Transmission Maximum Demand*	\$2.44	\$2.44	\$2.44
Reliability Services Maximum Demand*	\$2.18	\$2.18	\$2.18

* Transmission, Transmission Rate Adjustments, and Reliability Service charges are combined for presentation on customer bills.

(Continued)



COMMERCIAL/INDUSTRIAL/GENERAL
SCHEDULE E-20—SERVICE TO CUSTOMERS WITH MAXIMUM DEMANDS OF 1,000 KILOWATTS OR MORE
(Continued)

13. NON-FIRM
SERVICE
RATES:
(Cont'd.)

(T)

UNBUNDLING OF TOTAL RATES (Cont'd.)

Energy Rate by Components (\$ per kWh)	Secondary Voltage	Primary Voltage	Transmission Voltage
Generation:			
Peak Summer	\$0.12084	\$0.10460	\$0.10104
Part-Peak Summer	\$0.05859	\$0.05548	\$0.05376
Off-Peak Summer	\$0.05245	\$0.05380	\$0.05119
Part-Peak Winter	\$0.06334	\$0.06273	\$0.06352
Off-Peak Winter	\$0.05228	\$0.05455	\$0.05433
Distribution:			
Peak Summer	\$0.00136	(\$0.00830)	(\$0.01220)
Part-Peak Summer	\$0.00784	\$0.00194	(\$0.00114)
Off-Peak Summer	\$0.00666	\$0.00182	(\$0.00114)
Part-Peak Winter	\$0.00874	\$0.00248	(\$0.00114)
Off-Peak Winter	\$0.00663	\$0.00186	(\$0.00114)
Noncompliance Penalty (\$ per kWh per event)	\$8.40	\$8.40	\$8.40
Noncompliance Penalty (\$ per kWh per event) (For customers who fully complied with the previous years operation)	\$4.20	\$4.20	\$4.20
UFR Credit (\$ per kWh, if applicable)	\$0.00091	\$0.00091	\$0.00091
Transmission Rate Adjustments* (all usage)	(\$0.00007)	(\$0.00007)	(\$0.00007)
Public Purpose Programs (all usage)	\$0.00454	\$0.00402	\$0.00326
Nuclear Decommissioning (all usage)	\$0.00035	\$0.00035	\$0.00035
Competition Transition Charge (all usage)	\$0.00434	\$0.00372	\$0.00326
Regulatory Asset (all usage)	\$0.00623	\$0.00623	\$0.00623
DWR Bond (all usage)	\$0.00493	\$0.00493	\$0.00493

* Transmission, Transmission Rate Adjustments, and Reliability Service charges are combined for presentation on customer bills.

(Continued)



COMMERCIAL/INDUSTRIAL/GENERAL
SCHEDULE E-20—SERVICE TO CUSTOMERS WITH MAXIMUM DEMANDS OF 1,000 KILOWATTS OR MORE
(Continued)

14. **CONTRACTS:** **STANDARD SERVICE AGREEMENT:** To begin service under Schedule E-20, the customer shall be required to sign PG&E's Electric General Service Agreement (GSA). The GSA has an initial term of three (3) years. Once the three-year initial term is over, the agreement will automatically continue in effect for successive terms of one year each until it is cancelled. Customers may, at any time, request PG&E to modify the GSA if the service arrangements, electrical demand requirements, or delivery criteria to its premises change. However, customers will still be obligated to perform the terms and conditions outlined in any other agreements that supplement the GSA. (T)

15. **BILLING:** A customer's bill is calculated based on the option applicable to the customer. (T)

Bundled Service Customers receive supply and delivery services solely from PG&E. The customer's bill is based on the Total Rates and Conditions set forth in this schedule.

Transitional Bundled Service Customers take transitional bundled service as prescribed in Rule 22.1, or take bundled service prior to the end of the six (6) month advance notice period required to elect bundled portfolio service as prescribed in Rule 22.1. These customers shall pay charges for transmission, transmission rate adjustments, reliability services, distribution, nuclear decommissioning, public purpose programs, the FTA (where applicable), the RRBMA (where applicable), the DA CRS pursuant to Schedule DA CRS and short-term commodity prices as set forth in Schedule TBCC.

Direct Access Customers purchase energy from an energy service provider and continue receiving delivery services from PG&E. Direct Access bills are equal to the sum of charges for transmission, transmission rate adjustments, reliability services, distribution, public purpose programs, nuclear decommissioning, the FTA (where applicable), the RRBMA (where applicable), the franchise fee surcharge, and the Direct Access Cost Responsibility Surcharge (DA CRS). The DA CRS is equal to the sum of the individual charges set forth below. Exemptions to the DA CRS are set forth in Schedule DA CRS.

	<u>Secondary Voltage</u>	<u>Primary Voltage</u>	<u>Transmission Voltage</u>
Regulatory Asset Charge (per kWh)	\$0.00623	\$0.00623	\$0.00623
DWR Power Charge (per kWh)	\$0.01150	\$0.01212	\$0.01258
DWR Bond Charge (per kWh)	\$0.00493	\$0.00493	\$0.00493
CTC Rate (per kWh)	\$0.00434	\$0.00372	\$0.00326
Total DA CRS (per kWh)	\$0.02700	\$0.02700	\$0.02700

16. **CARE DISCOUNT FOR NONPROFIT GROUP-LIVING AND SPECIAL EMPLOYEE HOUSING FACILITIES:** Facilities which meet the eligibility criteria in Rule 19.2 or 19.3 are eligible for a California Alternate Rates for Energy discount under Schedule E-CARE. CARE customers are exempt from paying the DWR Bond Charge. For CARE customers, no portion of the rates shall be used to pay the DWR bond charge. Generation is calculated residually based on the total rate less the sum of the following: Transmission, Transmission Rate Adjustments, Reliability Services, Distribution, Public Purpose Programs, Nuclear Decommissioning, Competition Transition Charge (CTC), Regulatory Asset, FTA and the Rate Reduction Bond Memorandum Account Rate. (T)

(Continued)



COMMERCIAL/INDUSTRIAL/GENERAL
SCHEDULE E-20—SERVICE TO CUSTOMERS WITH MAXIMUM DEMANDS OF 1,000 KILOWATTS OR MORE
(Continued)

17. **OPTIONAL OPTIMAL BILLING PERIOD SERVICE:** The Optimal Billing Period service is an experimental program that is limited to a maximum of 150 bundled service accounts at any one time. Customers electing this optional service must sign the Optimal Billing Service Customer Election Form (Standard Form 79-842). (T)

a. Eligibility

On an experimental pilot basis and subject to the availability and installation of solid state recorder equipment, firm service primary and secondary voltage customers whose maximum demand exceeds 1,000 kW for three consecutive billing months may select the "optimal billing period" service on a voluntary basis in up to two "subject" months (subject month is defined as the month in which the production cycle starts or ends), one at the start and one at the end of the customer's high seasonal production cycle. The meter read date separating the subject month at the start of production, but precedes it at the end of production) would be redesignated to an alternative read date. In no event shall any revised billing period exceed 45 days nor less than 15 days. Where the start date is in a summer month, the summer season average rate limiter must otherwise apply to the subject month at the start of the customer's high production cycle, but need not apply to the subject month at the end of production or the two adjacent months. The customer would retain the protection of the summer average rate limiter in all summer months, including the revised subject and adjacent months, where the rate limiter is imposed before the additional customer charge in Section 18.c has been included in the calculation.

To qualify, the duration of the customer's high seasonal production period must be six (6) months or less, and the customer's energy consumption during its high seasonal production cycle must be at least 2.0 times its consumption during its low seasonal production cycle for the most recent twelve (12) month period. Customers that discontinue this option may not enroll in this option again for a period of twelve (12) months. The customer must also specify which six (6) consecutive calendar months will be the optimal billing period. The optimal billing period must encompass the customer's high seasonal production period.

(Continued)



COMMERCIAL/INDUSTRIAL/GENERAL
SCHEDULE E-20—SERVICE TO CUSTOMERS WITH MAXIMUM DEMANDS OF 1,000 KILOWATTS OR MORE
(Continued)

17. OPTIONAL
OPTIMAL
BILLING
PERIOD
SERVICE:
(Cont'd.)

b. Customer Notification to PG&E

(T)

Upon enrollment, the customer shall notify PG&E of the approximate two months where seasonal production starts and ends. As they occur, the customer shall notify PG&E of the exact seasonal production start and end dates. Upon notification by the customer of a production start date during a summer month, PG&E will wait until the regular read date to verify that the regular subject month bill would have otherwise invoked the rate limiter. If the rate limiter is invoked for the summer subject start month, the customer will be billed based on the optimal meter read dates or the regular scheduled meter read dates, whichever is the lower bill. Throughout the six month period, customers will receive their regular bill. Approximately two months after the production start or end date, the customer will receive a credit, if one should apply, for the optimal billing period. If a credit does not apply, the customer will not receive additional billing. If the rate limiter does not otherwise apply, the regular bill based on the old read date will be issued, and the customer can then request the special optimal bill option in only one production end date "subject" month. The application of this billing option to a production end date may occur prior to its application to a production start date, such as when a customer has more than one high production cycle. The customer must notify PG&E in writing, via facsimile (fax) to both the PG&E account representative and PG&E's Customer Billing Department, of the production start or end date within two days of the production start or end date. Customers will receive from PG&E's Customer Billing Department a fax receipt verification upon notice of a production start or end date. PG&E will notify the customer of the regularly scheduled meter read dates and, upon request, the customer's rate limiter history.

c. Customer Charge

Upon enrollment, a special customer charge will be assessed in all six (6) months in the optimal billing period to cover the incremental costs of the required solid state recorder, special program billing, recruitment, and administrative costs. The customer charge shall be \$130 per meter per optimal billing period month for primary and secondary voltage customers. The customer is obligated to pay this monthly customer charge upon only while enrolled in this option, but any customer that drops out may not enroll in this option for a period of twelve (12) months. Customers who have signed contracts and are awaiting solid state recorders so that they can participate in the program will not be assessed the special customer charge until a solid state recorder has been installed.

For billing purposes, the special customer charge for the optional billing period service shall be assigned to Distribution.

(Continued)



COMMERCIAL/INDUSTRIAL/GENERAL
SCHEDULE E-20—SERVICE TO CUSTOMERS WITH MAXIMUM DEMANDS OF 1,000 KILOWATTS OR MORE
(Continued)

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|---|---|---|----------------|
| 17. OPTIONAL
OPTIMAL
BILLING
PERIOD
SERVICE:
(Cont'd.) | d. <u>Proration of Charges</u> | All applicable customer charges, demand charges or other applicable fixed charges, shall be prorated as specified in Rule 9. As specified in Rule 9, Sections A and B, the regular billing period will be once each month, and prorations for monthly bills of less than 27 or more than 33 days shall be calculated on the basis of the number of days in the period in question to the total number of days in an average month, as specified in Rule 9. | (T) |
| | e. <u>Functional Assignment of Credit</u> | For billing purposes, the optional billing credit will be assigned to Distribution. | |
| 18. ELECTRIC
EMER-
GENCY
PLAN
ROTATING
BLOCK
OUTAGES: | | As set forth in CPUC Decision 01-04-006, all transmission level customers except essential use customers, OBMC participants, net suppliers to the electrical grid, or others exempt by the Commission, are to be included in rotating outages in the event of an emergency. A transmission level customer who refuses or fails to drop load shall be added to the next rotating outage group so that the customer does not escape curtailment. If the transmission level customer fails to cooperate and drop load at PG&E's request, automatic equipment controlled by PG&E will be installed at the customer's expense per Electric Rule 2. A transmission level customer who refuses to drop load before installation of the equipment shall be subject to a penalty of \$6/kWh for all load requested to be curtailed that is not curtailed. The \$6/kWh penalty shall not apply if the customer's generation suffers a verified, forced outage and during times of scheduled maintenance. The scheduled maintenance must be approved by both the ISO and PG&E, but approval may not be unreasonably withheld. | (T) |
| 19. STANDBY
APPLICA-
BILITY: | | <p>SOLAR GENERATION FACILITIES EXEMPTION: Customers who utilize solar generating facilities which are less than or equal to one megawatt to serve load and who do not sell power or make more than incidental export of power into PG&E's power grid and who have not elected service under Schedule NEM, will be exempt from paying the otherwise applicable standby reservation charges.</p> <p>DISTRIBUTED ENERGY RESOURCES EXEMPTION: Any customer under a time-of-use rate schedule using electric generation technology that meets the criteria as defined in Electric Rule 1 for Distributed Energy Resources is exempt from the otherwise applicable standby reservation charges. Customers qualifying for this exemption shall be subject to the following requirements. Customers qualifying for an exemption from standby charges under Public Utilities (PU) Code Sections 353.1 and 353.3, as described above, must take service on a time-of-use (TOU) schedule in order to receive this exemption until a real-time pricing program, as described in PU Code 353.3, is made available. Once available, customers qualifying for the standby charge exemption must participate in the real-time program referred to above. Qualification for and receipt of this distributed energy resources exemption does not exempt the customer from metering charges applicable to time-of-use (TOU) and real-time pricing, or exempt the customer from reasonable interconnection charges, non-bypassable charges as required in Preliminary Statement BB - <i>Competition Transition Charge Responsibility for All Customers and CTC Procurement</i>, or obligations determined by the Commission to result from participation in the purchase of power through the California Department of Water Resources, as provided in PU Code Section 353.7.</p> | (T)

(T) |

(Continued)



COMMERCIAL/INDUSTRIAL/GENERAL
SCHEDULE E-20—SERVICE TO CUSTOMERS WITH MAXIMUM DEMANDS OF 1,000 KILOWATTS OR MORE
(Continued)

- 20. DWR BOND CHARGE: The Department of Water Resources (DWR) Bond Charge was imposed by California Public Utilities Commission Decision 02-10-063, as modified by Decision 02-12-082, and is property of DWR for all purposes under California law. The Bond Charge applies to all retail sales, excluding CARE and Medical Baseline sales. The DWR Bond Charge (where applicable) is included in customers' total billed amounts. (T)

(Continued)



SCHEDULE E-25—RESTRICTED VARIABLE-PEAK-PERIOD TIME-OF-USE SERVICE TO WATER AGENCIES
(Continued)

3. RATES:
(Cont'd.)

a. TYPES OF CHARGES: The customer's monthly charge for service under Schedule E-25 is the sum of a customer charge, demand charges, and energy charges:

- The customer charge is a flat monthly fee.
- Schedule E-25 has three demand charges, a maximum-peak-period-demand charge, a maximum-part-peak-period-demand charge and a maximum-demand charge. The maximum-peak-period-demand charge per kilowatt applies to the maximum demand during the month's peak hours, the maximum-part-peak-period-demand charge per kilowatt applies to the maximum demand during the months part-peak hours and the maximum-demand charge per kilowatt applies to the maximum demand at any time during the month. The bill will include all of these demand charges. (Time periods are defined in Section 6.) (T)
- The energy charge is the sum of the energy charges from the peak, partial-peak, and off-peak periods. The customer pays for energy by the kilowatt-hour (kWh), and rates are differentiated according to time of day and time of year.
- The monthly charges may be increased or decreased based upon the power factor. (See Section 7.) (T)
- As shown on the rate chart, which set of customer, demand, and energy charges is paid depends on the voltage at which service is taken. Service voltages are defined in Section 5 below. (L) | (T)
- Please note that the rates in the chart on the preceding page apply only to firm service.

b. AVERAGE RATE LIMITER (applies to bundled service only): If the customer takes service on Schedule E-25, in either the secondary or primary voltage class, bills will be controlled by a "rate limiter" during the summer months. The bill will be reduced if necessary so that the average rate paid for all demand and energy charges less the Energy Rate Adjustment (ERA) amount calculated using the applicable rates provided in Schedule E-ERA during a summer month does not exceed the rate limiter shown on this schedule. This provision will not apply if the customer has selected to receive separate billing for back-up and maintenance service under special Condition 8 of schedules.

Reductions in revenue resulting from application of the average rate limiter will be reflected as reduced distribution amounts for billing purposes. (L)

(Continued)



SCHEDULE E-25—RESTRICTED VARIABLE-PEAK-PERIOD TIME-OF-USE SERVICE TO WATER AGENCIES
(Continued)

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|-----------------------------------|----|---|---------|
| 3. RATES:
(Cont'd.) | c. | <p>PEAK-PERIOD RATE LIMITER (applies to bundled service only): If the customer takes service on Schedule E-25 at any service voltage level, bills will be controlled by a "peak-period rate limiter" during the summer months. The bill will be reduced if necessary so that the average rate paid for all on-peak demand and energy charges less the peak period ERA amount calculated using the applicable rates provided in Schedule E-ERA during the peak period in a summer month does not exceed the peak-period rate limiter shown on this schedule. This provision will <u>not</u> apply if the customer has selected to receive separate billing for back-up and maintenance service under special Condition 8 of Schedule S.</p> <p>Reductions in revenue resulting from application of the peak-period rate limiter will be reflected as reduced distribution amounts for billing purposes.</p> | (L) |
| 4. METERING REQUIREMENTS: | | <p>An interval data meter that measures and registers the amount of electricity a customer uses and can be read remotely by PG&E is required for all customers on this schedule. A Meter Data Management Agent (MDMA) may also read the customer's meter on behalf of the customer's Energy Service Provider (ESP) if a customer is receiving Direct Access Service.</p> <p>For bundled service customers with average maximum demands of 200 kW or greater, PG&E will provide and install the interval data metering equipment at no additional cost to the customer. The installation of an interval data meter for customers taking service under the provisions of Direct Access is the responsibility of the customer's Energy Service Provider, or their Agent, and must be installed in accordance with Electric Rule 22.</p> <p>Customers who also request any meter data management services, must also sign an Interval Meter Data Management Service Agreement (Form 79-985) and must have an appropriate interval data meter.</p> | (N) |
| 5. DEFINITION OF SERVICE VOLTAGE: | | <p>The following defines the three voltage classes of Schedule E-25 rates. Standard Service Voltages are listed in Rule 2.</p> <p>a. <u>Secondary</u>: This is the voltage class if the service voltage is less than 2,400 volts or if the definitions of "primary" and "transmission" do not apply to the service.</p> <p>b. <u>Primary</u>: This is the voltage class if the customer is served from a "single customer substation" or <u>without transformation</u> from PG&E's serving distribution system at one of the standard primary voltages specified in PG&E's Electric Rule 2, Section B.1.</p> <p>c. <u>Transmission</u>: This is the voltage class if the customer is served <u>without transformation</u> from PG&E's serving transmission system at one of the standard transmission voltages specified in PG&E's Electric Rule 2, Section B.1.</p> | (T) (L) |

(Continued)



SCHEDULE E-25—RESTRICTED VARIABLE-PEAK-PERIOD TIME-OF-USE SERVICE TO WATER AGENCIES
(Continued)

6. TIME PERIODS: Seasons of the year and times of the day are defined as follows: (T)

SUMMER: Service from May 1 through October 31.

*Peak:

Group I	12:00 noon to 4:00 p.m.	Monday through Friday**
Group II	1:00 p.m. to 5:00 p.m.	Monday through Friday**
Group III	2:00 p.m. to 6:00 p.m.	Monday through Friday**

Partial-Peak

Group I	8:30 a.m. to 12:00 noon and 4:00 p.m. to 9:30 p.m.	Monday through Friday
Group II	8:30 a.m. to 1:00 p.m. and 5:00 p.m. to 9:30 p.m.	Monday through Friday
Group III	8:30 a.m. to 2:00 p.m. and 6:00 p.m. to 9:30 p.m.	Monday through Friday

Off-Peak:	All other hours All day	Monday through Friday Saturday, Sunday, holidays
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WINTER: Service from November 1 through April 30.

Partial-Peak:	8:30 a.m. to 9:30 p.m.	Monday through Friday
Off-Peak:	All other hours All day	Monday through Friday Saturday, Sunday, holidays

HOLIDAYS: "Holidays" for the purposes of this rate schedule are New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day. The dates will be those on which the holidays are legally observed.

CHANGE FROM SUMMER TO WINTER OR WINTER TO SUMMER: When a billing month includes both summer and winter days, PG&E will calculate demand charges as follows. It will consider the applicable maximum demands for the summer and winter portions of the billing month separately, calculate a demand charge for each, and then apply the two according to the number of billing days each represents.

7. POWER FACTOR ADJUSTMENTS: The bill will be adjusted based upon the power factor. The power factor is computed from the ratio of lagging reactive kilovolt-ampere-hours to the kilowatt-hours consumed in the month. Power factors are rounded to the nearest whole percent. (T)

* Providing space is available, you may have the option of choosing the applicable peak-period hours.

** Except holidays.

(Continued)



SCHEDULE E-25—RESTRICTED VARIABLE-PEAK-PERIOD TIME-OF-USE SERVICE TO WATER AGENCIES
(Continued)

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| 7. | POWER FACTOR ADJUSTMENTS: (Cont'd.): | The rates in this rate schedule are based on a power factor of 85 percent. If the average power factor is greater than 85 percent, the total monthly bill will be reduced by 0.06 percent of the bundled service bill less any taxes and the ERA amount calculated using applicable rates provided in Schedule E-ERA for each percentage point above 85 percent. If the average power factor is less than 85 percent, the total monthly bill will be increased by 0.06 percent of the bundled service bill less any taxes and the ERA amount calculated using applicable rates provided in Schedule E-ERA for each percentage point below 85 percent. | (T) |
| | | Power factor adjustments will be assigned to distribution for billing purposes. | |
| 8. | CHARGES FOR TRANSFORMER AND LINE LOSSES: | The demand and energy meter readings used in determining the charges will be adjusted to correct for transformation and line losses in accordance with Section B.4 of Rule 2. | (T) |
| 9. | STANDARD SERVICE FACILITIES: | If PG&E must install any new or additional facilities to provide the customer with service under Schedule E-25, the customer may have to pay some of the cost. Any advance necessary and any monthly charge for the facilities will be specified in a line extension agreement. See Rules 2, 15, and 16 for details. | (T) |
| | | Facilities installed to serve the customer may be removed when service is discontinued. The customer will then have to repay PG&E for all or some of its investment in the facilities. Terms and conditions for repayment will be set forth in the line extension agreement. | |
| 10. | SPECIAL FACILITIES: | PG&E will normally install only those standard facilities it deems necessary to provide service under Schedule E-25. If the customer requests any additional facilities, those facilities will be treated as "special facilities" in accordance with Section I of Rule 2. | (T) |
| 11. | ARRANGEMENTS FOR VISUAL-DISPLAY METERING: | If the customer wishes to have visual-display metering equipment in addition to the regular metering equipment, and the customer would like PG&E to install that equipment, the customer must submit a written request to PG&E. PG&E will provide and install the equipment within 180 days of receiving the request. The visual-display metering equipment will be installed near the present metering equipment. The customer will be responsible for providing the required space and associated wiring. | (T) |
| | | PG&E will continue to use the regular metering equipment for billing purposes. | |

(Continued)



SCHEDULE E-25—RESTRICTED VARIABLE-PEAK-PERIOD TIME-OF-USE SERVICE TO WATER AGENCIES
(Continued)

12. **CONTRACTS:** Schedule E-25 is an experimental rate, the future availability of which is subject to review. To begin service under Schedule E-25, the customer must sign a contract with an initial expiration date of December 31, 1992. At least 30 days prior to this expiration date, PG&E will inform the customer if the rate will not be extended. If it is extended, the contract will automatically continue in effect for successive terms of one year each until it is canceled. The customer or PG&E may cancel a contract at the end of a term by giving written notice at least 30 days before the end of the term. The contract will be canceled automatically if sustained low maximum demand (below 500 kW—see "Applicability") requires that the account be transferred to a different rate schedule. (T)

13. **BILLING:** A customer's bill is calculated based on the option applicable to the customer. (T)

Bundled Service Customers receive supply and delivery services solely from PG&E. The customer's bill is based on the Total Rates and Conditions set forth in this schedule.

Transitional Bundled Service Customers take transitional bundled service as prescribed in Rule 22.1, or take bundled service prior to the end of the six (6) month advance notice period required to elect bundled portfolio service as prescribed in Rule 22.1. These customers shall pay charges for transmission, transmission rate adjustments, reliability services, distribution, nuclear decommissioning, public purpose programs, the FTA (where applicable), the RRBMA (where applicable), the DA CRS pursuant to Schedule DA CRS and short-term commodity prices as set forth in Schedule TBCC.

Direct Access Customers purchase energy from an energy service provider and continue receiving delivery services from PG&E. Direct Access bills are equal to the sum of charges for transmission, transmission rate adjustments, reliability services, distribution, public purpose programs, nuclear decommissioning, the FTA (where applicable), the RRBMA (where applicable), the franchise fee surcharge, and the Direct Access Cost Responsibility Surcharge (DA CRS). The DA CRS is equal to the sum of the individual charges set forth below. Exemptions to the DA CRS are set forth in Schedule DA CRS.

Regulatory Asset Charge (per kWh)	\$0.00623
DWR Power Charge (per kWh)	\$0.01136
DWR Bond Charge (per kWh)	\$0.00493
CTC Rate (per kWh)	\$0.00448

Total DA CRS (per kWh) \$0.02700

14. **STANDBY APPLICABILITY:** SOLAR GENERATION FACILITIES EXEMPTION: Customers who utilize solar generating facilities which are less than or equal to one megawatt to serve load and who do not sell power or make more than incidental export of power into PG&E's power grid and who have not elected service under Schedule NEM, will be exempt from paying the otherwise applicable standby reservation charges. (T)

(Continued)



SCHEDULE E-25—RESTRICTED VARIABLE-PEAK-PERIOD TIME-OF-USE SERVICE TO WATER AGENCIES
(Continued)

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| 14. STANDBY APPLICABILITY:
(Cont'd.) | DISTRIBUTED ENERGY RESOURCES EXEMPTION: Any customer under a time-of-use rate schedule using electric generation technology that meets the criteria as defined in Electric Rule 1 for Distributed Energy Resources is exempt from the otherwise applicable standby reservation charges. Customers qualifying for this exemption shall be subject to the following requirements. Customers qualifying for an exemption from standby charges under Public Utilities (PU) Code Sections 353.1 and 353.3, as described above, must take service on a time-of-use (TOU) schedule in order to receive this exemption until a real-time pricing program, as described in PU Code 353.3, is made available. Once available, customers qualifying for the standby charge exemption must participate in the real-time program referred to above. Qualification for and receipt of this distributed energy resources exemption does not exempt the customer from metering charges applicable to time-of-use (TOU) and real-time pricing, or exempt the customer from reasonable interconnection charges, non-bypassable charges as required in Preliminary Statement BB - <i>Competition Transition Charge Responsibility for All Customers and CTC Procurement</i> , or obligations determined by the Commission to result from participation in the purchase of power through the California Department of Water Resources, as provided in PU Code Section 353.7. | (T) |
| 15. DWR BOND CHARGE: | The Department of Water Resources (DWR) Bond Charge was imposed by California Public Utilities Commission Decision 02-10-063, as modified by Decision 02-12-082, and is property of DWR for all purposes under California law. The Bond Charge applies to all retail sales, excluding CARE and Medical Baseline sales. The DWR Bond Charge (where applicable) is included in customers' total billed amounts. | (T) |



COMMERCIAL/INDUSTRIAL/GENERAL
SCHEDULE E-36—SMALL GENERAL SERVICE TO OIL AND GAS EXTRACTION CUSTOMERS

1. APPLICABILITY: Schedule E-36 is an optional firm-service rate schedule for customers whose Standard Industrial Classification (SIC) code is 1311 (crude petroleum and natural gas extraction). An eligible customer with maximum demand under 500 kW may elect to take service under either Schedule E-36 or Schedule 37. Schedule E-37 is a demand metered time-of-use service option. Schedule E-36 is a non-demand metered non-time-of-use service option. An eligible customer with maximum demand over 499 kW may elect to take service under Schedule E-37 on a voluntary basis, rather than the otherwise applicable mandatory service under Schedule E-19 or Schedule E-20, but is not eligible to take service under Schedule E-36. A customer with more than 70 percent of the energy usage for water pumping for agricultural applications must take service under an agricultural schedule. This schedule is not available to customers who have an internal data meter and whose average demand is 200 kW or greater, except customers that are identified as load research sites. Customers with internal data meters who are not eligible for this rate schedule must be placed on a demand Time-Of-Use (TOU) rate schedule. Average demand is defined for the purpose of metering requirements as the average of the maximum demand of the most recent 12-month period.

(N)
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(N)

Initial Assignment: An eligible customer electing Schedule E-36 or E-37 must take service under Schedule E-37 if the customer's maximum billing demand has exceeded 499 kilowatts for at least three consecutive months during the most recent 12-month period. Otherwise, an eligible customer electing Schedule E-36 or E-37 may elect to take service under either Schedule E-36 or Schedule E-37.

Customer accounts which fail to qualify under these requirements will be evaluated for transfer to service under a different applicable rate schedule. Miscellaneous electrical loads incidental to the operation of the account under SIC Code 1311 will be considered SIC Code 1311 use.

The provisions of Schedule S—Standby Service Special Conditions 1 through 6 shall also apply to customers whose premises are regularly supplied in part (but not in whole) by electric energy from a nonutility source of supply. These customers will pay monthly reservation charges as specified under Section 1 of Schedule S, in addition to all applicable Schedule E-36 charges. Exemptions to standby charges are outlined in the Standby Applicability Section of this rate schedule.

Transfers Off of Schedule E-36: If PG&E determines that a customer is not properly classified under SIC code 1311, PG&E will transfer that customer's account off Schedule E-36 and onto a different applicable rate schedule.

Assignment of New Customers: If an eligible customer elects Schedule E-36 or E-37 but is new or lacks a sufficient usage history, and PG&E believes that the customer's maximum demand is likely to be over 499 kilowatts, PG&E will require the customer to take service under Schedule E-37.

2. TERRITORY: This rate schedule applies everywhere PG&E provides electricity service.

(Continued)



COMMERCIAL/INDUSTRIAL/GENERAL
SCHEDULE E-37—MEDIUM GENERAL DEMAND-METERED TIME-OF-USE SERVICE
TO OIL AND GAS EXTRACTION CUSTOMERS

1. **APPLICABILITY:** Schedule E-37 is an optional firm-service rate schedule for customers whose Standard Industrial Classification (SIC) code is 1311 (crude petroleum and natural gas extraction). An eligible customer with maximum demand under 500 kW may elect to take service under either Schedule E-36 or Schedule 37. Schedule E-37 is a demand metered time-of-use service option. Schedule E-36 is a non-demand metered non-time-of-use service option. An eligible customer with maximum demand over 499 kW may elect to take service under Schedule E-37 on a voluntary basis, rather than the otherwise applicable mandatory service under Schedule E-19 or Schedule E-20, but is not eligible to take service under Schedule E-36. A customer with more than 70 percent of the energy usage for water pumping for agricultural applications must take service under an agricultural schedule.

Initial Assignment: An eligible customer electing Schedule E-36 or E-37 must take service under Schedule E-37 if the customer's maximum billing demand (as defined below) has exceeded 499 kilowatts for at least three consecutive months during the most recent 12-month period. Otherwise, an eligible customer electing Schedule E-36 or E-37 may elect to take service under either Schedule E-36 or Schedule E-37.

Customer accounts which fail to qualify under these requirements will be evaluated for transfer to service under a different applicable rate schedule. Miscellaneous electrical loads incidental to the operation of the account under SIC Code 1311 will be considered SIC Code 1311 use.

The provisions of Schedule S—Standby Service Special Conditions 1 through 6 shall also apply to customers whose premises are regularly supplied in part (but not in whole) by electric energy from a nonutility source of supply. These customers will pay monthly reservation charges as specified under Section 1 of Schedule S, in addition to all applicable Schedule E-37 charges. Exemptions to standby charges are outlined in the Standby Applicability Section of this rate schedule.

Time-Of-Use One-Time Meter Charges: Depending upon whether or not a Time-Of-Use Installation or Time-Of-Use Processing Charge applies, the customer will be served under one of these rates under Schedule E-37: (T)
| (T)

Rate W: Applies to customers whose average maximum demand is less than 200 kW and whose account does not have an appropriate time-of-use meter. The customer must pay a "Time-Of-Use Installation Charge" prior to taking service under this schedule. (T)
| (T)

Rate X: Applies to customers whose average maximum demand is less than 200 kW and whose account has an appropriate time-of-use meter, but is not currently being served **under** this schedule. The customer will be required to pay a "Time-Of-Use Processing Charge" prior to taking service under this schedule. (T)
(T)

(Continued)



COMMERCIAL/INDUSTRIAL/GENERAL
SCHEDULE E-37—MEDIUM GENERAL DEMAND-METERED TIME-OF-USE SERVICE
TO OIL AND GAS EXTRACTION CUSTOMERS
(Continued)

3. RATES:
(Cont'd.)

TYPES OF CHARGES: The customer's monthly charge for service under Schedule E-37 is the sum of applicable customer charges, demand charges, energy charges, and other charges below:

- The **customer charge** is a flat monthly fee.
- The **meter charge** is a flat monthly fee for the incremental cost of ongoing time-of-use service.
- Schedule E-37 has two **demand charges**, a maximum-peak-period-demand charge (summer only), and a maximum-demand charge (summer and winter). The maximum-peak-period-demand charge per kilowatt applies to the maximum demand during the month's peak hours, and the maximum demand charge per kilowatt applies to the maximum demand at any time during the month. The bill will include both of these applicable demand charges. (Time periods are defined in Section 6.) (T)
- The **energy charge** is the sum of the energy charges from the peak, partial-peak, and off-peak periods. The customer pays for energy by the kilowatt-hour (kWh), and rates are differentiated according to time of day and time of year.
- If applicable, all **Installation or Processing Charges** must be paid in one lump sum before the customer can take service under time-of-use Schedule E-37. Payments for these charges are not transferable to another service, or refundable, in whole or in part. PG&E will place the account on Schedule E-37 within 4 weeks of receiving payment from the customer. The meters required for this schedule may become obsolete as a result of electric industry restructuring or other action taken by the California Public Utilities Commission. Therefore, any and all risks of paying the required charges and not receiving commensurate benefit are entirely that of the customer.
- As shown on the rate chart, which set of Schedule E-37 demand charges is paid depends on the level of the customer's voltage at which service is taken. Service voltages are defined in Section 5 below. (T)

(Continued)



COMMERCIAL/INDUSTRIAL/GENERAL
SCHEDULE E-37—MEDIUM GENERAL DEMAND-METERED TIME-OF-USE SERVICE
TO OIL AND GAS EXTRACTION CUSTOMERS

(Continued)

4. METERING
REQUIRE-
MENT:

PG&E will install a time-of-use meter that is appropriate for this schedule that measures and registers the amount of electricity a customer uses.

(N)

Customers whose average maximum demand is less than 200 kW and whose account does not have an appropriate time-of-use meter must pay a "Time-Of-Use Installation Charge" prior to taking service under this schedule.

Customers with average maximum demands of 200 kW or greater must have an interval data meter that can be read remotely by PG&E. A Meter Data Management Agent (MDMA) may also read the customer's meter on behalf of the customer's Energy Service Provider (ESP) if a customer is receiving Direct Access Service. For bundled service customers with average maximum demands of 200 kW or greater, PG&E will provide and install the interval data metering equipment at no additional cost to the customer and will waive any Time-Of-Use Installation or Time-Of-Use processing charges. The installation of an interval data meter for customers taking service under the provisions of Direct Access is the responsibility of the customer's Energy Service Provider, or their Agent, and must be installed in accordance with Electric Rule 22.

Customers who also request any meter data management services, must also sign an Interval Meter Data Management Service Agreement (Form 79-985) and must have an appropriate interval data meter. If the customer does not currently qualify for an interval data meter, the customer must pay PG&E for the cost of purchasing and installing an hourly interval meter, together with applicable Income Tax Component of Contribution (ITCC) charges and the cost to operate and maintain the interval meter, and must sign an Interval Meter Installation Service Agreement (Form 79-984).

(N)

(Continued)



COMMERCIAL/INDUSTRIAL/GENERAL
SCHEDULE E-37—MEDIUM GENERAL DEMAND-METERED TIME-OF-USE SERVICE
TO OIL AND GAS EXTRACTION CUSTOMERS
(Continued)

5. DEFINITION OF SERVICE VOLTAGE: The following defines the three voltage classes of Schedule E-37 rates. Standard Service Voltages are listed in PG&E's Electric Rule 2. (T)
- a. Secondary: This is the voltage class if the service voltage is less than 2,400 volts or if the definitions of "primary" and "transmission" do not apply to the service.
 - b. Primary: This is the voltage class if the customer is served from a "single customer substation" or without transformation from PG&E's serving distribution system at one of the standard primary voltages specified in PG&E's Electric Rule 2, Section B.1.
 - c. Transmission: This is the voltage class if the customer is served without transformation from PG&E's serving transmission system at one of the standard transmission voltages specified in PG&E's Electric Rule 2, Section B.1.

6. DEFINITION OF TIME PERIODS: Times of the year and day applicable to Schedule E-37 are defined as follows: (T)
- SUMMER Period A (service from May 1 through October 31):
- Peak: 12:00 noon to 6:00 p.m. Monday through Friday (except holidays).
Off-peak: All other hours Monday through Friday
All day Saturday, Sunday, and holidays.
- WINTER Period B (Service from November 1 through April 30):
- Partial-Peak: 8:30 a.m. to 9:30 p.m. Monday through Friday (except holidays).
Off-Peak: 9:30 p.m. to 8:30 a.m. Monday through Friday (except holidays).
All day Saturday, Sunday and holidays.

HOLIDAYS: "Holidays" for the purposes of this rate schedule are New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day. The dates will be those on which the holidays are legally observed.

CHANGE FROM SUMMER TO WINTER OR WINTER TO SUMMER: When a billing month includes both summer and winter days, PG&E will calculate Schedule E-37 demand charges as follows. It will consider the applicable maximum demands for the summer and winter portions of the billing month separately, calculate a demand charge for each, and then apply the two according to the number of billing days each represents. Schedule E-37 energy usage is metered separately within each season and billed accordingly.

(Continued)



COMMERCIAL/INDUSTRIAL/GENERAL
SCHEDULE E-37—MEDIUM GENERAL DEMAND-METERED TIME-OF-USE SERVICE
TO OIL AND GAS EXTRACTION CUSTOMERS
(Continued)

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|---|---|-----|
| 7. CHARGES FOR TRANSFORMER AND LINE LOSSES: | The demand and energy meter readings used in determining the charges will be adjusted to correct for transformation and line losses in accordance with Section B.4 of PG&E's Electric Rule 2. | (T) |
| 8. STANDARD SERVICE FACILITIES: | If PG&E must install any new or additional facilities to provide the customer with service under this schedule the customer may have to pay some of the cost. Any advance necessary and any monthly charge for the facilities will be specified in a line extension agreement. See Rules 2, 15, and 16 for details.

Facilities installed to serve the customer may be removed when service is discontinued. The customer will then have to repay PG&E for all or some of its investment in the facilities. Terms and conditions for repayment will be set forth in PG&E's line extension agreement. | (T) |
| 9. SPECIAL FACILITIES: | PG&E will normally install only those standard facilities it deems necessary to provide service under this schedule. If the customer requests any additional facilities, those facilities will be treated as "special facilities" in accordance with Section I of Rule 2. | (T) |
| 10. ARRANGEMENTS FOR VISUAL-DISPLAY METERING: | If the customer wishes to have visual-display metering equipment in addition to the regular metering equipment, the customer must submit a written request to PG&E. PG&E will provide and install the equipment within 180 days of receiving the request. The visual-display metering equipment will be installed near the present metering equipment. The customer will be responsible for providing the required space and associated wiring.

PG&E will continue to use the regular metering equipment for billing purposes. | (T) |
| 11. BILLING: | A customer's bill is calculated based on the option applicable to the customer.

Bundled Service Customers receive supply and delivery services solely from PG&E. The customer's bill is based on the Total Rates and Conditions set forth in this schedule.

Transitional Bundled Service Customers take transitional bundled service as prescribed in Rule 22.1, or take bundled service prior to the end of the six (6) month advance notice period required to elect bundled portfolio service as prescribed in Rule 22.1. These customers shall pay charges for transmission, transmission rate adjustments, reliability services, distribution, nuclear decommissioning, public purpose programs, the FTA (where applicable), the RRBMA (where applicable), the DA CRS pursuant to Schedule DA CRS and short-term commodity prices as set forth in Schedule TBCC. | (T) |

(Continued)



COMMERCIAL/INDUSTRIAL/GENERAL
SCHEDULE E-37—MEDIUM GENERAL DEMAND-METERED TIME-OF-USE SERVICE
TO OIL AND GAS EXTRACTION CUSTOMERS
(Continued)

11. BILLING (Cont'd.) **Direct Access Customers** purchase energy from an energy service provider and continue receiving delivery services from PG&E. Direct Access bills are equal to the sum of charges for transmission, transmission rate adjustments, reliability services, distribution, public purpose programs, nuclear decommissioning, the FTA (where applicable), the RRBMA (where applicable), the franchise fee surcharge, and the Direct Access Cost Responsibility Surcharge (DA CRS). The DA CRS is equal to the sum of the individual charges set forth below. Exemptions to the DA CRS are set forth in Schedule DA CRS. (T)

Regulatory Asset Charge (per kWh)	\$0.00623 (I)
DWR Power Charge (per kWh)	\$0.01136 (R)
DWR Bond Charge (per kWh)	\$0.00493
CTC Charge (per kWh)	\$0.00448 (I)
 Total DA CRS (per kWh)	 \$0.02700

12. STANDBY APPLICABILITY: SOLAR GENERATION FACILITIES EXEMPTION: Customers who utilize solar generating facilities which are less than or equal to one megawatt to serve load and who do not sell power or make more than incidental export of power into PG&E's power grid and who have not elected service under Schedule NEM, will be exempt from paying the otherwise applicable standby reservation charges. (T)

DISTRIBUTED ENERGY RESOURCES EXEMPTION: Any customer under a time-of-use rate schedule using electric generation technology that meets the criteria as defined in Electric Rule 1 for Distributed Energy Resources is exempt from the otherwise applicable standby reservation charges. Customers qualifying for this exemption shall be subject to the following requirements. Customers qualifying for an exemption from standby charges under Public Utilities (PU) Code Sections 353.1 and 353.3, as described above, must transfer to Schedule E-19, to receive this exemption until a real-time pricing program, as described in PU Code 353.3, is made available. Once available, customers qualifying for the standby charge exemption must participate in the real-time program referred to above. Qualification for and receipt of this distributed energy resources exemption does not exempt the customer from metering charges applicable to time-of-use (TOU) and real-time pricing, or exempt the customer from reasonable interconnection charges, non-bypassable charges as required in Preliminary Statement BB - *Competition Transition Charge Responsibility for All Customers and CTC Procurement*, or obligations determined by the Commission to result from participation in the purchase of power through the California Department of Water Resources, as provided in PU Code Section 353.7.

13. DWR BOND CHARGE: The Department of Water Resources (DWR) Bond Charge was imposed by California Public Utilities Commission Decision 02-10-063, as modified by Decision 02-12-082, and is property of DWR for all purposes under California law. The Bond Charge applies to all retail sales, excluding CARE and Medical Baseline sales. The DWR Bond Charge (where applicable) is included in customers' total billed amounts. (T)



SCHEDULE AG-1—AGRICULTURAL POWER

1. **APPLICABILITY:** A customer will be served under this schedule if 70 percent or more of the energy use is for agricultural end-uses. Agricultural end-uses include growing crops, raising livestock, pumping water for agricultural irrigation, or other uses which involve production for sale, and which do not change the form of the agricultural product. This schedule is not applicable to service for which a residential or commercial/industrial schedule is applicable, or to customers with a maximum demand of 500 kW or more. This schedule is also not available to customers who have an internal data meter and whose average demand is 200 kW or greater, except customers that are identified as load research sites. Customers with internal data meters who are not eligible for this rate schedule must be placed on a demand Time-Of-Use (TOU) rate schedule. Average demand is defined for the purpose of metering requirements as the average of the maximum, non-ratcheted demand of the most recent 12-month period.

(N)
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(N)

Depending upon the end-use of electricity, the customer will be served under one of the two rates under Schedule AG-1: Rate A or Rate B.

Rate A: Applies to single-motor installations with a connected load rated less than 35 horsepower and to all multi-load installations aggregating less than 15 horsepower or kilowatts.

Rate B: Applies to single-motor installations rated 35 horsepower or more, to multi-load installations aggregating 15 horsepower or kilowatts or more, and to "overloaded" motors. The customer's end-use is determined to be overloaded when the measured input to any motor rated 15 horsepower or more is determined by PG&E to exceed one kilowatt per horsepower of nameplate rated output.

2. **TERRITORY:** Schedule AG-1 applies everywhere PG&E provides electricity service.

3. **RATES:** Total bundled service charges are calculated using the total rates shown below. Direct access charges shall be calculated in accordance with the paragraph in this rate schedule titled Billing.

TOTAL RATES

	Rate A	Rate B
Total Customer Charge Rates (\$ per meter per day)	\$0.39425	\$0.52567
Total Demand Rates (\$ per kW)		
Connected Load Summer	\$2.57	-
Connected Load Winter	\$2.36	-
Maximum Seasonal Billing Demand Summer	-	\$3.08
Maximum Seasonal Billing Demand Winter	-	\$1.86
Primary Voltage Discount Summer	-	\$0.42
Primary Voltage Discount Winter	-	\$0.31
Total Energy Rates (\$ per kWh)		
Energy	\$0.15943	\$0.13864
Demand Charge Limiter	-	\$1.23069

(Continued)



SCHEDULE AG-R—SPLIT-WEEK TIME-OF-USE AGRICULTURAL POWER

1. APPLICABILITY: **General:** A customer will be served under this schedule if 70 percent or more of the energy use is for agricultural end-uses. Agricultural end-uses include growing crops, raising livestock, pumping water for agricultural irrigation, or other uses which involve production for sale, and which do not change the form of the agricultural product. This schedule is not applicable to service for which a residential or commercial/industrial schedule is applicable.

Depending upon the end-use of electricity and whether or not a Time-Of-Use Installation or Time-Of-Use Processing charge applies, the customer will be served under one of the rates under Schedule AG-R: Rate A, B, D, or E. (T)
(T)

Rates A and D: Applies to single-motor installations with a connected load rated less than 35 horsepower and to all multi-load installations aggregating less than 15 horsepower or kilowatts. Rate A applies to customers who (1) took service under this schedule prior to January 1, 1997, or (2) must pay the Time-Of-Use Processing Charge; Rate D applies to customers who must pay the Time-Of-Use Installation Charge. (T)
(T)

Rates B and E: Applies to single-motor installations rated 35 horsepower or more, to multi-load installations aggregating 15 horsepower or kilowatts or more, and to "overloaded" motors. The customer's end-use is determined to be overloaded when the measured input to any motor rated 15 horsepower or more is determined by PG&E to exceed one kilowatt per horsepower of nameplate rated output. Rate B applies to customers who (1) took service under this schedule prior to January 1, 1997 or (2) must pay the Time-Of-Use Processing Charge; Rate E applies to customers who must pay the Time-Of-Use Installation Charge. (T)
(T)

Time-Of-Use Installation Charge: If the account has an average maximum demand that is less than 200 kW and does not have an appropriate time-of-use meter, the customer must pay a "Time-Of-Use Installation Charge" to participate on this schedule. (T)

Time-Of-Use Processing Charge: If the account has an average maximum demand that is less than 200 kW and has the appropriate time-of-use meter, the customer will be required to pay a "Time-Of-Use Processing Charge" each time the customer: (T)

- 1) establishes service on this schedule, or
- 2) voluntarily changes any option within this schedule.

The Time-Of-Use Installation Charge or Time-Of-Use Processing Charge must be paid in one lump sum before the customer can take service on this schedule or before an option will be changed. Payments for these charges are not transferable to another service or refundable, in whole or part. PG&E will place the account on this schedule within four weeks of receiving payment from the customer. The meters required for this schedule may become obsolete as a result of electric industry restructuring or other action by the California Public Utilities Commission. Therefore, any and all risks of paying the required charges and not receiving commensurate benefit are entirely that of the customer. (T)

2. TERRITORY: Schedule AG-R applies everywhere PG&E provides electricity service.

(Continued)



SCHEDULE AG-R—SPLIT-WEEK TIME-OF-USE AGRICULTURAL POWER
(Continued)

4. **METERING REQUIREMENTS:** PG&E will install a time-of-use meter that is appropriate for this schedule that measures and registers the amount of electricity a customer uses. (N)
- Customers whose average maximum demand is less than 200 kW and whose account does not have an appropriate time-of-use meter must pay a "Time-Of-Use Installation Charge" prior to taking service under this schedule.
- Customers with average maximum demands of 200 kW or greater must have an interval data meter that can be read remotely by PG&E, except customers that are identified as load research sites. A Meter Data Management Agent (MDMA) may also read the customer's meter on behalf of the customer's Energy Service Provider (ESP) if a customer is receiving Direct Access Service. Average maximum billing demand is defined for the purpose of metering requirements as the average of the non-ratcheted maximum billing demand of the most recent 12-month period.
- For bundled service customers with average maximum demands of 200 kW or greater, PG&E will provide and install the interval data metering equipment at no additional cost to the customer and will waive any Time-Of-Use Installation or Time-Of-Use Processing charges. The installation of an interval data meter for customers taking service under the provisions of Direct Access is the responsibility of the customer's Energy Service Provider, or their Agent, and must be installed in accordance with Electric Rule 22.
- Customers who also request any meter data management services, must also sign an Interval Meter Data Management Service Agreement (Form 79-985) and must have an appropriate interval data meter. If the customer does not currently qualify for an interval data meter, the customer must pay PG&E for the cost of purchasing and installing an hourly interval meter, together with applicable Income Tax Component of Contribution (ITCC) charges and the cost to operate and maintain the interval meter, and must sign an Interval Meter Installation Service Agreement (Form 79-984). (N)

(Continued)



SCHEDULE AG-R—SPLIT-WEEK TIME-OF-USE AGRICULTURAL POWER
(Continued)

5. TIME PERIODS: Seasons of the year and times of the day are defined as follows: (T)

SUMMER: Service from May 1 through October 31.

Peak:*

Group I	12:00 noon to 6:00 p.m.	Monday, Tuesday, Wednesday**
Group II	12:00 noon to 6:00 p.m.	Wednesday, Thursday, Friday**

Off-Peak	All other hours	Monday through Friday
	All day	Saturday, Sunday, holidays

WINTER: Service from November 1 through April 30.

Partial-Peak: 8:30 a.m. to 9:30 p.m. Monday through Friday**

Off-Peak	All other hours	Monday through Friday
	All day	Saturday, Sunday, holidays

"Holidays" for the purpose of this rate schedule are New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day. The dates will be those on which the holidays are legally observed.

* Providing space is available, you may have the option of choosing the applicable days for peak-period hours.

** Except holidays.

6. ENERGY CHARGE CALCULATION: When summer and winter proration is required, charges will be based on the average daily use for the full billing periods times the number of days in each period. (T)

7. CONTRACTS: Service under Schedule AG-R is provided for a minimum of 12 months beginning with the date your service commences. You may be required to sign a service contract with a minimum term of one year. After your initial one-year term has expired, your contract will continue in effect until it is cancelled by you or PG&E. (T)

Where a line extension is required it will be installed under the provisions of Rules 15 and 16.

(Continued)



SCHEDULE AG-R—SPLIT-WEEK TIME-OF-USE AGRICULTURAL POWER
(Continued)

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|---|---|-----|
| 11. SEASONAL BILLING DEMAND (Rates B and E Only): | <p>The billing year is the twelve-month period consisting of the current month and the eleven previous months. The calendar year (January through December) is split into two seasons, summer months (May through October) and winter months (November through April).</p> <p>The seasonal billing demand charge a customer pays will be based on the greater of:</p> <ol style="list-style-type: none"> 1) the highest maximum demand (defined in Part 10 above) recorded in the months of the same season in the current billing year; or 2) the minimum demand (defined in Part 12 below). | (T) |
| 12. MINIMUM DEMAND (Rates B and E Only): | <p>To provide for maintaining ready facilities where there is little or no energy use, the customer's "minimum demand" used for billing in the season in which the customer usually uses energy (e.g., summer for irrigation pumps and winter for frost-control wind machines) will not be less than: (a) 75 percent of the nameplate rating in horsepower/kilowatts of the two largest motors connected; or (b) the diversified resistance welder load computed in accordance with Rule 2. For the purpose of the minimum-demand calculations, all customers are assumed to have primarily summer use unless otherwise designated.</p> | (T) |
| 13. DROUGHT-RELIEF PUMPS (Rates B and E Only): | <p>Irrigation customers who normally operate only in drought years, but who do not expect to operate during the summer season of a specific year, may designate winter as the primary season of energy use by notifying PG&E prior to May 1 of that year. A schedule redesignation of this type will be effective for the subsequent twelve billing months, during which period the customer agrees to restrict electricity usage to the winter season only. If a customer has designated winter as the season of primary use, but during the subsequent twelve months finds it necessary to use electricity during the summer season, the election for that year will be invalidated and the customer will be re-billed for all summer season charges that would have otherwise applied.</p> <p>The Demand Charge Limiter described below does not apply to pumps operated for drought relief under the provisions of this section.</p> | (T) |
| 14. DEMAND CHARGE LIMITER (Rates B and E Only): | <p>The demand charge limiter is designed to prevent a seasonal billing demand when the customer tests facilities in the off-season. The off-season is assumed to be the winter season, unless the customer has designated winter as its season of primary use. The demand charge limiter will apply in any off-season billing month in which: (a) no seasonal billing demand charges are in effect; and (b) the customer's energy use (in kWh) divided by the customer's recorded maximum demand (in kW) in the same billing month is less than or equal to three. When the demand charge limiter applies, the customer's bill will be the sum of: the monthly meter charge, the monthly customer charge, and the energy used in kWh times the demand charge limiter rate. In addition, the maximum demand created in any off-season month in which the customer's energy use (in kWh) divided by recorded maximum demand (in kW) in the same billing month is less than or equal to three, will not be considered in determining the customer's seasonal billing demand.</p> | (T) |

(Continued)



SCHEDULE AG-R—SPLIT-WEEK TIME-OF-USE AGRICULTURAL POWER
(Continued)

15. MAXIMUM-PEAK-PERIOD DEMAND (Rates B and E Only): The customer's maximum-peak-period demand will be the highest of all the 15-minute averages for the peak period during the billing month. (T)

16. DEFINITION OF SERVICE VOLTAGE: The following defines the three voltage classes of Schedule AG-R rates. Standard Service Voltages are listed in Rule 2, Section B.1. (T)

a. Secondary: This is the voltage class if the service voltage is less than 2,400 volts or if the definitions of "primary" and "transmission" do not apply to the service.

b. Primary: This is the voltage class if the customer is served from a "single customer substation" or without transformation from PG&E's serving distribution system at one of the standard primary voltages specified in PG&E's Electric Rule 2, Section B.1.

PG&E retains the right to change its line voltage at any time. Customers receiving voltage discounts will get reasonable notice of any impending change. They will then have the option of taking service at the new voltage (and making whatever changes in their systems are necessary) or taking service without a voltage discount through transformers supplied by PG&E.

17. BILLING: A customer's bill is calculated based on the option applicable to the customer. (T)

Bundled Service Customers receive supply and delivery services solely from PG&E. The customer's bill is based on the Total Rates and Conditions set forth in this schedule.

Transitional Bundled Service Customers take transitional bundled service as prescribed in Rule 22.1, or take bundled service prior to the end of the six (6) month advance notice period required to elect bundled portfolio service as prescribed in Rule 22.1. These customers shall pay charges for transmission, transmission rate adjustments, reliability services, distribution, nuclear decommissioning, public purpose programs, the FTA (where applicable), the RRBMA (where applicable), the DA CRS pursuant to Schedule DA CRS and short-term commodity prices as set forth in Schedule TBCC.

Direct Access Customers purchase energy from an energy service provider and continue receiving delivery services from PG&E. Direct Access bills are equal to the sum of charges for transmission, transmission rate adjustments, reliability services, distribution, public purpose programs, nuclear decommissioning, the FTA (where applicable), the RRBMA (where applicable), the franchise fee surcharge, and the Direct Access Cost Responsibility Surcharge (DA CRS). The DA CRS is equal to the sum of the individual charges set forth below. Exemptions to the DA CRS are set forth in Schedule DA CRS.

Regulatory Asset Charge (per kWh)	\$0.00623
DWR Power Charge (per kWh)	\$0.00999
DWR Bond Charge (per kWh)	\$0.00493
CTC Charge (per kWh)	\$0.00585
Total DA CRS (per kWh)	\$0.02700

(Continued)



SCHEDULE AG-R—SPLIT-WEEK TIME-OF-USE AGRICULTURAL POWER
(Continued)

- 18. EXPERIMENTAL DIESEL ALTERNATIVE POWER (DAP) AND EXPERIMENTAL NATURAL GAS ALTERNATIVE POWER (GAP) OPTIONS: (T)
Customers receiving a discount under the DAP and GAP options as of January 1, 2004, shall continue to receive the same discount as a percent of total rates until a decision is rendered in Phase 2 of the 2003 General Rate Case.

- 19. DWR BOND CHARGE: (T)
The Department of Water Resources (DWR) Bond Charge was imposed by California Public Utilities Commission Decision 02-10-063, as modified by Decision 02-12-082, and is property of DWR for all purposes under California law. The Bond Charge applies to all retail sales, excluding CARE and Medical Baseline sales. The DWR Bond Charge (where applicable) is included in customers' total billed amounts.



SCHEDULE AG-V—SHORT-PEAK TIME-OF-USE AGRICULTURAL POWER

1. APPLICABILITY: **General:** A customer will be served under this schedule if 70 percent or more of the energy use is for agricultural end-uses. Agricultural end-uses include growing crops, raising livestock, pumping water for agricultural irrigation, or other uses which involve production for sale, and which do not change the form of the agricultural product. This schedule is not applicable to service for which a residential or commercial/industrial schedule is applicable.

Depending upon the end-use of electricity and whether or not a Time-Of-Use Installation or Time-Of-Use Processing charge applies, the customer will be served under one of the rates under Schedule AG-V: Rate A, B, D, or E. (T)
(T)

Rates A and D: Applies to single-motor installations with a connected load rated less than 35 horsepower and to all multi-load installations aggregating less than 15 horsepower or kilowatts. Rate A applies to customers who (1) took service under this schedule prior to January 1, 1997, or (2) must pay the Time-Of-Use Processing Charge; Rate D applies to customers who must pay the Time-Of-Use Installation Charge. (T)
(T)

Rates B and E: Applies to single-motor installations rated 35 horsepower or more, to multi-load installations aggregating 15 horsepower or kilowatts or more, and to "overloaded" motors. The customer's end-use is determined to be overloaded when the measured input to any motor rated 15 horsepower or more is determined by PG&E to exceed one kilowatt per horsepower of nameplate rated output. Rate B applies to customers who (1) took service under this schedule prior to January 1, 1997, or (2) must pay the Time-Of-Use Processing Charge; Rate E applies to customers who must pay the Time-Of-Use Installation Charge. (T)
(T)

Time-Of-Use Installation Charge: If the account has an average maximum demand that is less than 200 kW and does not have an appropriate time-of-use meter, the customer must pay a "Time-Of-Use Installation Charge" to participate on this schedule. (T)
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Time-Of-Use Processing Charge: If the account has an average maximum demand that is less than 200 kW and has the appropriate time-of-use meter, the customer will be required to pay a "Time-Of-Use Processing Charge" each time the customer: (T)

- 1) establishes service on this schedule, or
- 2) voluntarily changes any option within this schedule.

The Time-Of-Use Installation Charge or Time-Of-Use Processing Charge must be paid in one lump sum before the customer can take service on this schedule or before an option will be changed. Payments for these charges are not transferable to another service or refundable, in whole or part. PG&E will place the account on this schedule within four weeks of receiving payment from the customer. The meters required for this schedule may become obsolete as a result of electric industry restructuring or other action by the California Public Utilities Commission. Therefore, any and all risks of paying the required charges and not receiving commensurate benefit are entirely that of the customer. (T)

2. TERRITORY: Schedule AG-V applies everywhere PG&E provides electricity service.

(Continued)



SCHEDULE AG-V—SHORT-PEAK TIME-OF-USE AGRICULTURAL POWER
(Continued)

4. METERING
REQUIRE-
METNS:

PG&E will install a time-of-use meter that is appropriate for this schedule that measures and registers the amount of electricity a customer uses.

(N)

Customers whose average maximum demand is less than 200 kW and whose account does not have an appropriate time-of-use meter must pay a Time-Of-Use "Installation Charge" prior to taking service under this schedule.

Customers with average maximum demands of 200 kW or greater must have an interval data meter that can be read remotely by PG&E, except customers that are identified as load research sites. A Meter Data Management Agent (MDMA) may also read the customer's meter on behalf of the customer's Energy Service Provider (ESP) if a customer is receiving Direct Access Service. Average maximum billing demand is defined for the purpose of metering requirements as the average of the non-ratcheted maximum billing demand of the most recent 12-month period.

For bundled service customers with average maximum demands of 200 kW or greater, PG&E will provide and install the interval data metering equipment at no additional cost to the customer and will waive any Time-Of-Use Installation or Time-Of-Use Processing charges. The installation of an interval data meter for customers taking service under the provisions of Direct Access is the responsibility of the customer's Energy Service Provider, or their Agent, and must be installed in accordance with Electric Rule 22.

Customers who also request any meter data management services, must also sign an Interval Meter Data Management Service Agreement (Form 79-985) and must have an appropriate interval data meter. If the customer does not currently qualify for an interval data meter, the customer must pay PG&E for the cost of purchasing and installing an hourly interval meter, together with applicable Income Tax Component of Contribution (ITCC) charges and the cost to operate and maintain the interval meter, and must sign an Interval Meter Installation Service Agreement (Form 79-984).

(N)

(Continued)



SCHEDULE AG-V—SHORT-PEAK TIME-OF-USE AGRICULTURAL POWER
(Continued)

5. TIME PERIODS: Seasons of the year and times of the day are defined as follows: (T)

<u>SUMMER:</u> Service from May 1 through October 31.		
Peak:*		
Group I	12:00 noon to 4:00 p.m.	Monday through Friday **
Group II	1:00 p.m. to 5:00 p.m.	Monday through Friday **
Group III	2:00 p.m. to 6:00 p.m.	Monday through Friday **
Off-Peak	All other hours All day	Monday through Friday Saturday, Sunday, holidays
<u>WINTER:</u> Service from November 1 through April 30.		
Partial-Peak:	8:30 a.m. to 9:30 p.m.	Monday through Friday**
Off-Peak	All other hours All day	Monday through Friday Saturday, Sunday, holidays

"Holidays" for the purpose of this rate schedule are New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day. The dates will be those on which the holidays are legally observed.

* Providing space is available, you may have the option of choosing between assignment to Group I, Group II, or Group III for the applicable peak-period hours.

** Except holidays.

6. ENERGY CHARGE CALCULATION: When summer and winter proration is required, charges will be based on the average daily use for the full billing periods times the number of days in each period. (T)

7. CONTRACTS: Service under Schedule AG-V is provided for a minimum of 12 months beginning with the date your service commences. You may be required to sign a service contract with a minimum term of one year. After your initial one-year term has expired, your contract will continue in effect until it is canceled by you or PG&E. (T)

Where a line extension is required it will be installed under the provisions of Rules 15 and 16.

(Continued)



SCHEDULE AG-V—SHORT-PEAK TIME-OF-USE AGRICULTURAL POWER
(Continued)

11. SEASONAL BILLING DEMAND (Rates B and E Only): The billing year is the twelve-month period consisting of the current month and the eleven previous months. The calendar year (January through December) is split into two seasons, summer months (May through October) and winter months (November through April). (T)

The seasonal billing demand charge the customer pays will be based on the greater of:

(1) the highest maximum demand (defined in Part 10 above) recorded in the months of the same season in the current billing year; or (T)

(2) the minimum demand (defined in Part 12 below). (T)

12. MINIMUM DEMAND (Rates B and E Only): To provide for maintaining ready facilities where there is little or no energy use, the customer's "minimum demand" used for billing in the season in which the customer usually uses energy (e.g., summer for irrigation pumps and winter for frost-control wind machines) will not be less than: a) 75 percent of the nameplate rating in horsepower/kilowatts of the two largest motors connected; or b) the diversified resistance welder load computed in accordance with Rule 2. For the purpose of the minimum-demand calculations, all customers are assumed to have primarily summer use unless otherwise designated. (T)

13. DROUGHT-RELIEF PUMPS (Rates B and E Only): Irrigation customers who normally operate only in drought years, but who do not expect to operate during the summer season of a specific year, may designate winter as the primary season of energy use by notifying PG&E prior to May 1 of that year. A schedule redesignation of this type will be effective for the subsequent twelve billing months, during which period the customer agrees to restrict electricity usage to the winter season only. If a customer has designated winter as the season of primary use, but during the subsequent twelve months finds it necessary to use electricity during the summer season, the election for that year will be invalidated and the customer will be re-billed for all summer season charges that would have otherwise applied. (T)

The Demand Charge Limiter described below does not apply to pumps operated for drought relief under the provisions of this section.

(Continued)



SCHEDULE AG-V—SHORT-PEAK TIME-OF-USE AGRICULTURAL POWER
(Continued)

- 14. DEMAND CHARGE LIMITER (Rates B and E Only): The demand charge limiter is designed to prevent a seasonal billing demand when the customer tests facilities in the off-season. The off-season is assumed to be the winter season, unless the customer has designated winter as its season of primary use. The demand charge limiter will apply in any off-season billing month in which: a) no seasonal billing demand charges are in effect; and b) the customer's energy use (in kWh) divided by the customer's recorded maximum demand (in kW) in the same billing month is less than or equal to three. When the demand charge limiter applies, the customer's bill will be the sum of: the monthly meter charge, the monthly customer charge, and the energy used in kWh times the demand charge limiter rate. In addition, the maximum demand created in any off-season month in which the customer's energy use (in kWh) divided by recorded maximum demand (in kW) in the same billing month is less than or equal to three, will not be considered in determining the customer's seasonal billing demand. (T)

- 15. MAXIMUM-PEAK-PERIOD DEMAND (Rates B and E Only): The customer's maximum-peak-period demand will be the highest of all the 15-minute averages for the peak period during the billing month. (T0)

- 16. DEFINITION OF SERVICE VOLTAGE: The following defines the three voltage classes of Schedule AG-V rates. Standard Service Voltages are listed in Rule 2, Section B.1. (T)
 - a. Secondary: This is the voltage class if the service voltage is less than 2,400 volts or if the definitions of "primary" and "transmission" do not apply to the service.
 - b. Primary: This is the voltage class if the customer is served from a "single customer substation" or without transformation from PG&E's serving distribution system at one of the standard primary voltages specified in PG&E's Electric Rule 2, Section B.1.

PG&E retains the right to change its line voltage at any time. Customers receiving voltage discounts will get reasonable notice of any impending change. They will then have the option of taking service at the new voltage (and making whatever changes in their systems are necessary) or taking service without a voltage discount through transformers supplied by PG&E.

(Continued)



SCHEDULE AG-V—SHORT-PEAK TIME-OF-USE AGRICULTURAL POWER
(Continued)

17. BILLING: A customer's bill is calculated based on the option applicable to the customer. (T)

Bundled Service Customers receive supply and delivery services solely from PG&E. The customer's bill is based on the Total Rates and Conditions set forth in this schedule.

Transitional Bundled Service Customers take transitional bundled service as prescribed in Rule 22.1, or take bundled service prior to the end of the six (6) month advance notice period required to elect bundled portfolio service as prescribed in Rule 22.1. These customers shall pay charges for transmission, transmission rate adjustments, reliability services, distribution, nuclear decommissioning, public purpose programs, the FTA (where applicable), the RRBMA (where applicable), the DA CRS pursuant to Schedule DA CRS and short-term commodity prices as set forth in Schedule TBCC.

Direct Access Customers purchase energy from an energy service provider and continue receiving delivery services from PG&E. Direct Access bills are equal to the sum of charges for transmission, transmission rate adjustments, reliability services, distribution, public purpose programs, nuclear decommissioning, the FTA (where applicable), the RRBMA (where applicable), the franchise fee surcharge, and the Direct Access Cost Responsibility Surcharge (DA CRS). The DA CRS is equal to the sum of the individual charges set forth below. Exemptions to the DA CRS are set forth in Schedule DA CRS.

Regulatory Asset Charge (per kWh)	\$0.00623
DWR Power Charge (per kWh)	\$0.00999
DWR Bond Charge (per kWh)	\$0.00493
CTC Charge (per kWh)	\$0.00585
Total DA CRS (per kWh)	\$0.02700

(Continued)



SCHEDULE AG-V — SHORT-PEAK TIME-OF-USE AGRICULTURAL POWER
(Continued)

- 18. EXPERIMENTAL DIESEL ALTERNATIVE POWER (DAP) AND EXPERIMENTAL NATURAL GAS ALTERNATIVE POWER (GAP) OPTIONS: (T)
Customers receiving a discount under the DAP and GAP options as of January 1, 2004, shall continue to receive the same discount as a percent of total rates until a decision is rendered in Phase 2 of the 2003 General Rate Case.

- 19. DWR BOND CHARGE: (T)
The Department of Water Resources (DWR) Bond Charge was imposed by California Public Utilities Commission Decision 02-10-063, as modified by Decision 02-12-082, and is property of DWR for all purposes under California law. The Bond Charge applies to all retail sales, excluding CARE and Medical Baseline sales. The DWR Bond Charge (where applicable) is included in customers' total billed amounts.

(Continued)



SCHEDULE AG-4—TIME-OF-USE AGRICULTURAL POWER

1. APPLICABILITY: **General:** A customer will be served under this schedule if 70 percent or more of the energy use is for agricultural end-uses. Agricultural end-uses include growing crops, raising livestock, pumping water for agricultural irrigation, or other uses which involve production for sale, and which do not change the form of the agricultural product. This schedule is not applicable to service for which a residential or commercial/industrial schedule is applicable.

Depending upon the end-use of electricity and whether or not a Time-Of-Use Installation or Time-Of-Use Processing Charge applies, the customer will be served under one of the rates under Schedule AG-4: Rate A, B, C, D, E or F. (T)
(T)

Rates A and D: Applies to single-motor installations with a connected load rated less than 35 horsepower and to all multi-load installations aggregating less than 15 horsepower or kilowatts. Rate A applies to customers who (1) took service under this schedule prior to January 1, 1997, or (2) must pay the Time-Of-Use Processing Charge; Rate D applies to customers who must pay the Time-Of-Use Installation Charge. (T)
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(T)

Rates B, C, E, and F: Applies to single-motor installations rated 35 horsepower or more, to multi-load installations aggregating 15 horsepower or kilowatts or more, and to "overloaded" motors. The customer's end-use is determined to be overloaded when the measured input to any motor rated 15 horsepower or more is determined by PG&E to exceed one kilowatt per horsepower of nameplate rated output. Rates B and C apply to customers who (1) took service under this schedule prior to January 1, 1997, or (2) must pay the Time-Of-Use Processing Charge; Rates E and F apply to customers who must pay the Time-Of-Use Installation Charge. (T)
(T)

Time-Of-Use Installation Charge: If the account has an average maximum demand that is less than 200 kW and does not have an appropriate time-of-use meter, the customer must pay a "Time-Of-Use Installation Charge" to participate on this schedule. (T)
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Time-Of-Use Processing Charge: If the account has an average maximum demand that is less than 200 kW and has the appropriate time-of-use meter, the customer will be required to pay a "Time-Of-Use Processing Charge" each time the customer: (T)

- 1) establishes service on this schedule, or
- 2) voluntarily changes any option within this schedule.

The Time-Of-Use Installation Charge or Time-Of-Use Processing Charge must be paid in one lump sum before the customer can take service on this schedule or before an option will be changed. Payments for these charges are not transferable to another service or refundable, in whole or part. PG&E will place the account on this schedule within four weeks of receiving payment from the customer. The meters required for this schedule may become obsolete as a result of electric industry restructuring or other action by the California Public Utilities Commission. Therefore, any and all risks of paying the required charges and not receiving commensurate benefit are entirely that of the customer. (T)

(Continued)



SCHEDULE AG-4—TIME-OF-USE AGRICULTURAL POWER
(Continued)

4. METERING REQUIREMENTS

PG&E will install a time-of-use meter that is appropriate for this schedule that measures and registers the amount of electricity a customer uses.

(N)

Customers whose average maximum demand is less than 200 kW and whose account does not have an appropriate time-of-use meter must pay a "Time-Of-Use Installation Charge" prior to taking service under this schedule.

Customers with average maximum billing demands of 200 kW or greater must have an interval data meter that can be read remotely by PG&E except customers that are identified as load research sites. A Meter Data Management Agent (MDMA) may also read the customer's meter on behalf of the customer's Energy Service Provider (ESP) if a customer is receiving Direct Access Service. Average maximum billing demand is defined for the purpose of metering requirements as the average of the non-ratcheted maximum billing demand of the most recent 12-month period.

For bundled service customers with average maximum demands of 200 kW or greater, PG&E will provide and install the interval data metering equipment at no cost to the customer and will waive any Time-Of-Use Installation or Time-Of-Use Processing charges. The installation of an interval data meter for customers taking service under the provisions of Direct Access is the responsibility of the customer's Energy Service Provider, or their Agent, and must be installed in accordance with Electric Rule 22.

Customers who also request any meter data management services, must also sign an Interval Meter Data Management Service Agreement (Form 79-985) and must have an appropriate interval data meter. If the customer does not currently qualify for an interval data meter, the customer must pay PG&E for the cost of purchasing and installing an hourly interval meter, together with applicable Income Tax Component of Contribution (ITCC) charges and the cost to operate and maintain the interval meter, and must sign an Interval Meter Installation Service Agreement (Form 79-984).

(N)

(Continued)



SCHEDULE AG-4—TIME-OF-USE AGRICULTURAL POWER
(Continued)

5. TIME PERIODS Seasons of the year and times of the day are defined as follows: (T)

SUMMER: Service from May 1 through October 31.

For Rates A, B, D, and E

Peak: 12:00 noon to 6:00 p.m. Monday through
Friday*

Off-Peak: All other hours Monday through
Friday

All day Saturday, Sunday,
holidays

For Rates C and F

Peak: 12:00 noon to 6:00 p.m. Monday through
Friday*

Partial-Peak: 8:30 a.m. to 12:00 p.m. Monday through
Friday*

Friday* 6:00 p.m. to 9:30 p.m. Monday through

Off-Peak: 9:30 p.m. to 8:30 a.m. Monday through
Friday

All day Saturday, Sunday,
holidays

WINTER: Service from November 1 through April 30.

For Rates A, B, C, D, E, and F

Partial-Peak: 8:30 a.m. to 9:30 p.m. Monday through
Friday*

Off-Peak: All other hours Monday through
Friday

All day Saturday, Sunday,
holidays

"Holidays" for the purpose of this rate schedule are New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day. The dates will be those on which the holidays are legally observed.

*Except holidays.

6. ENERGY CHARGE CALCULATION: When summer and winter proration is required, charges will be based on the average daily use for the full billing period times the number of days in each period. (T)

(Continued)



SCHEDULE AG-4—TIME-OF-USE AGRICULTURAL POWER
(Continued)

7. SERVICE CONTRACT: Service under Schedule AG-4 is provided for a minimum of 12 months beginning with the date service commences. The customer may be required to sign a service contract with a minimum term of one year. After the initial one-year term has expired, the contract will continue in effect until it is cancelled by the customer or PG&E. (T)

Where a line extension is required, it will be installed under the provisions of Rules 15 and 16.

8. DISCONTINUANCE OF SERVICE: If the customer discontinues service before the initial one-year term has expired, the customer will be held liable and billed for the balance of charges due to PG&E for each billing period for the remainder of the 12-month service contract. These charges shall consist of any applicable monthly customer charges, ratcheted monthly demand charges, and monthly minimum demand charges. (T)

The customer may discontinue taking service at any time after the expiration of the initial term of the service contract; no adjustment will be made to the bill. If the customer wishes to resume agricultural service within 12 months of cancellation, the customer will be required to pay all charges that would have been billed if service had not been discontinued. A Time-Of-Use Processing Charge will not apply. A Time-Of-Use Installation Charge will only apply if the time-of-use meter has been removed, and the customer chooses PG&E to install a new time-of-use meter. (T)
(T)

9. CONNECTED LOAD: Connected load is defined as the sum of the rated capacities (as determined in accordance with Rule 2) of all equipment that is served through one metering point and that may be operated at the same time. When charges are based on connected load, in no case will charges be based on less than two horsepower/kilowatts for single-phase service, nor less than three horsepower/kilowatts for three-phase service. (T)

The customer's account will be adjusted for permanent connected-load changes that take place during the contract year. It is the customer's responsibility to notify PG&E of such changes. No adjustment will be made for a temporary reduction in connected load. If the load is reconnected within 12 months of being disconnected, the changes will be recalculated and applied retroactively as though no reduction in load had taken place.

10. MAXIMUM DEMAND (Rates B, C, E, and F Only): The seasonal billing demand (defined below) will be based on the "maximum demand." The number of kW the customer is using will be recorded over 15-minute intervals; the highest 15-minute average in any month for Rates B and E customers and the highest 15-minute average in the off-peak period for Rates C and F customers will be the maximum demand for that month. Where the customer's use of electricity is intermittent or subject to abnormal fluctuation, a 5-minute interval may be used. (T)

(Continued)



SCHEDULE AG-4—TIME-OF-USE AGRICULTURAL POWER
(Continued)

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|---|---|-----|
| 10. MAXIMUM DEMAND
(Rates B, C, E, and F Only):
(Cont'd.) | In billing periods with use in both the summer season and winter season (April/May, October/November), the customer's <u>total demand charge</u> shall be calculated on a pro rata basis depending upon the demand charge and the number of days in each season. The maximum demand used in determining the customer's demand charge for each season of the billing period will be: (1) the maximum demand created in each season's portion of the billing month as measured by a meter with such capability; or (2) the maximum demand for the billing month where the installed meter is incapable of measuring time-varying demands. Maximum demands created in billing months with days in both the summer and winter seasons will not be used in determining the seasonal billing demand in subsequent months for either season. In such billing periods with use in both the summer season and winter season, the seasonal billing demand will be the greater of the established (ratcheted) demand or the maximum demand for the billing period, as described above. | (T) |
| 11. SEASONAL BILLING DEMAND
(Rates B, C, E, and F Only): | The billing year is the twelve-month period consisting of the current month and the eleven previous months. The calendar year (January through December) is split into two seasons, summer months (May through October) and winter months (November through April).

The seasonal billing demand charge the Rates B and E customer pays will be based on the greater of: | (T) |
| | 1) the highest maximum demand (defined in Part 10 above) recorded in the months of the same season in the current billing year; or | (T) |
| | 2) the minimum demand (defined in Part 12 below). | (T) |
| | The seasonal billing demand charge the Rates C and F customer pays will be based on the greater of: | |
| | 1) the highest off-peak-period demand recorded in the months of the same season in the current billing year; or | |
| | 2) the minimum demand (defined in Part 12 below). | (T) |
| 12. MINIMUM DEMAND
(Rates B, C, E and F Only): | To provide for maintaining ready facilities where there is little or no energy use, the customer's "minimum demand" used for billing in the season in which the customer usually uses energy (e.g., summer for irrigation pumps and winter for frost-control wind machines) will not be less than: a) 75 percent of the nameplate rating in horsepower/kilowatts of the two largest motors connected; or b) the diversified resistance welder load computed in accordance with Rule 2. For the purpose of the minimum-demand calculations, all customers are assumed to have primarily summer use unless otherwise designated. | (T) |

(Continued)



SCHEDULE AG-4—TIME-OF-USE AGRICULTURAL POWER
 (Continued)

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|---|---|-----|
| 13. DROUGHT-RELIEF PUMPS
(Rates B, C, E and F Only): | Irrigation customers who normally operate only in drought years, but who do not expect to operate during the summer season of a specific year, may designate winter as the primary season of energy use by notifying PG&E prior to May 1 of that year. A schedule redesignation of this type will be effective for the subsequent twelve billing months, during which period the customer agrees to restrict electricity usage to the winter season only. If a customer has designated winter as the season of primary use, but during the subsequent twelve months finds it necessary to use electricity during the summer season, the election for that year will be invalidated and the customer will be re-billed for all summer season charges that would have otherwise applied. | (T) |
| The Demand Charge Limiter described below does not apply to pumps operated for drought relief under the provisions of this section. | | |
| 14. DEMAND CHARGE LIMITER
(Rates B and E Only): | The demand charge limiter is designed to prevent a seasonal billing demand when the customer tests facilities in the off-season. The off-season is assumed to be the winter season, unless the customer has designated winter as its season of primary use. The demand charge limiter will apply in any off-season billing month in which: (a) no seasonal billing demand charges are in effect; and (b) the customer's energy use (in kWh) divided by the customer's recorded maximum demand (in kW) in the same billing month is less than or equal to three. When the demand charge limiter applies, the customer's bill will be the sum of: the monthly meter charge, the monthly customer charge, and the energy used in kWh times the demand charge limiter rate. In addition, the maximum demand the customer creates in any off-season month in which the customer's energy use (in kWh) divided by recorded maximum demand (in kW) in the same billing month is less than or equal to three, will not be considered in determining the customer's seasonal billing demand. | (T) |
| 15. MAXIMUM-PEAK-PERIOD DEMAND
(Rates B, C, E and F Only): | The customer's maximum-peak-period demand will be the highest of all the 15-minute averages for the peak period during the billing month. | (T) |
| 16. MAXIMUM-PART-PEAK-PERIOD DEMAND
(Rates C and F Only): | The customer's maximum-part-peak-period demand will be the highest of all the 15-minute averages for the part-peak period during the billing month. | (T) |

(Continued)



SCHEDULE AG-4—TIME-OF-USE AGRICULTURAL POWER
(Continued)

17. DEFINITION OF SERVICE VOLTAGE: The following defines the three voltage classes of Schedule AG-4 rates. Standard Service Voltages are listed in Rule 2, Section B.1. (T)

- a. **Secondary:** This is the voltage class if the service voltage is less than 2,400 volts or if the definitions of "primary" and "transmission" do not apply to the service.
- b. **Primary:** This is the voltage class if the customer is served from a "single customer substation" or without transformation from PG&E's serving distribution system at one of the standard primary voltages specified in PG&E's Electric Rule 2, Section B.1.

PG&E retains the right to change its line voltage at any time. Customers receiving voltage discounts will get reasonable notice of any impending change. They will then have the option not taking service at the new voltage (and making whatever changes in their system are necessary) or taking service without a voltage discount through transformers supplied by PG&E.

18. BILLING: A customer's bill is calculated based on the option applicable to the customer. (T)

Bundled Service Customers receive supply and delivery services solely from PG&E. The customer's bill is based on the Total Rates and Conditions set forth in this schedule.

Transitional Bundled Service Customers take transitional bundled service as prescribed in Rule 22.1, or take bundled service prior to the end of the six (6) month advance notice period required to elect bundled portfolio service as prescribed in Rule 22.1. These customers shall pay charges for transmission, transmission rate adjustments, reliability services, distribution, nuclear decommissioning, public purpose programs, the FTA (where applicable), the RRBMA (where applicable), the DA CRS pursuant to Schedule DA CRS and short-term commodity prices as set forth in Schedule TBCC.

Direct Access Customers purchase energy from an energy service provider and continue receiving delivery services from PG&E. Direct Access bills are equal to the sum of charges for transmission, transmission rate adjustments, reliability services, distribution, public purpose programs, nuclear decommissioning, the FTA (where applicable), the RRBMA (where applicable), the franchise fee surcharge, and the Direct Access Cost Responsibility Surcharge (DA CRS). The DA CRS is equal to the sum of the individual charges set forth below. Exemptions to the DA CRS are set forth in Schedule DA CRS.

Regulatory Asset Charge (per kWh)	\$0.00623
DWR Power Charge (per kWh)	\$0.00999
DWR Bond Charge (per kWh)	\$0.00493
CTC Charge (per kWh)	\$0.00585
Total DA CRS (per kWh)	\$0.02700

(Continued)



SCHEDULE AG-4—TIME-OF-USE AGRICULTURAL POWER
 (Continued)

- | | | |
|---|--|------------|
| <p>19. EXPERI-
 MENTAL
 DIESEL
 ALTERNA-
 TIVE POWER
 (DAP) AND
 EXPERI-
 MENTAL
 NATURAL
 GAS
 ALTERNA-
 TIVE POWER
 (GAP)
 OPTIONS:</p> | <p>Customers receiving a discount under the DAP and GAP options as of January 1, 2004, shall continue to receive the same discount as a percent of total rates until a decision is rendered in Phase 2 of the 2003 General Rate Case.</p> | <p>(T)</p> |
| <p>20. DWR BOND
 CHARGE:</p> | <p>The Department of Water Resources (DWR) Bond Charge was imposed by California Public Utilities Commission Decision 02-10-063, as modified by Decision 02-12-082, and is property of DWR for all purposes under California law. The Bond Charge applies to all retail sales, excluding CARE and Medical Baseline sales. The DWR Bond Charge (where applicable) is included in customers' total billed amounts.</p> | <p>(T)</p> |

(Continued)



SCHEDULE AG-5—LARGE TIME-OF-USE AGRICULTURAL POWER

1. APPLICABILITY: **General:** A customer will be served under this schedule if 70 percent or more of the energy use is for agricultural end-uses. Agricultural end-uses include growing crops, raising livestock, pumping water for agricultural irrigation, or other uses which involve production for sale, and which do not change the form of the agricultural product. This schedule is not applicable to service for which a residential or commercial/industrial schedule is applicable.

Depending upon the end-use of electricity and whether or not a Time-Of-Use Installation or Time-Of-Use Processing charge applies, the customer will be served under one of the rates under Schedule AG-5: Rate A, B, C, D, E or F. (T)
(T)

Rates A and D: Applies to single-motor installations with a connected load rated less than 35 horsepower and to all multi-load installations aggregating less than 15 horsepower or kilowatts. Rate A applies to customers who (1) took service under this schedule prior to January 1, 1997, or (2) must pay the Time-Of-Use Processing Charge; Rate D applies to customers who must pay the Time-Of-Use Installation Charge. (T)
(T)

Rates B, C, E, and F: Applies to single-motor installations rated 35 horsepower or more, to multi-load installations aggregating 15 horsepower or kilowatts or more, and to overloaded motors. The customer's end-use is determined to be overloaded when the measured input to any motor rated 15 horsepower or more is determined by PG&E to exceed one kilowatt per horsepower of nameplate rated output. Rates B and C apply to customers who (1) took service under this schedule prior to January 1, 1997, or (2) must pay the Time-Of-Use Processing Charge; Rates E and F apply to customers who must pay the Time-Of-Use Installation Charge. (T)
(T)

Time-Of-Use Installation Charge: If the account has an average maximum demand that is less than 200 kW and does not have an appropriate time-of-use meter, the customer must pay a "Time-Of-Use Installation Charge" to participate on this schedule. (T)
|
|
|

Time-Of-Use Processing Charge: If the account has an average maximum demand that is less than 200 kW and has the appropriate time-of-use meter, the customer will be required to pay a "Time-Of-Use Processing Charge" each time the customer: (T)

- 1) establishes service on this schedule, or
- 2) voluntarily changes any option within this schedule. (T)

The Time-Of-Use Installation Charge or Time-Of-Use Processing Charge must be paid in one lump sum before the customer can take service on this schedule or before an option will be changed. Payments for these charges are not transferable to another service or refundable, in whole or part. PG&E will place the account on this schedule within four weeks of receiving payment from the customer. The meters required for this schedule may become obsolete as a result of electric industry restructuring or other action by the California Public Utilities Commission. Therefore, any and all risks of paying the required charges and not receiving commensurate benefit are entirely that of the customer.

2. TERRITORY: Schedule AG-5 applies everywhere PG&E provides electricity service.

(Continued)



SCHEDULE AG-5—LARGE TIME-OF-USE AGRICULTURAL POWER
(Continued)

4. METERING
REQUIRE-
MENTS:

PG&E will install a time-of-use meter that is appropriate for this schedule that measures and registers the amount of electricity a customer uses.

(N)

Customers whose average maximum demand is less than 200 kW and whose account does not have an appropriate time-of-use meter must pay a "Time-Of-Use Installation Charge" prior to taking service under this schedule.

Customers with average maximum billing demands of 200 kW or greater must have an interval data meter that can be read remotely by PG&E except customers that are identified as load research sites. A Meter Data Management Agent (MDMA) may also read the customer's meter on behalf of the customer's Energy Service Provider (ESP) if a customer is receiving Direct Access Service. Average maximum billing demand is defined for the purpose of metering requirements as the average of the non-ratcheted maximum billing demand of the most recent 12-month period.

For bundled service customers with average maximum demands of 200 kW or greater, PG&E will provide and install the interval data metering equipment at no additional cost to the customer and will waive any Time-Of-Use Installation or Time-Of-Use Processing charges. The installation of an interval data meter for customers taking service under the provisions of Direct Access is the responsibility of the customer's Energy Service Provider, or their Agent, and must be installed in accordance with Electric Rule 22.

Customers who also request any meter data management services, must also sign an Interval Meter Data Management Service Agreement (Form 79-985) and must have an appropriate interval data meter. If the customer does not currently qualify for an interval data meter, the customer must pay PG&E for the cost of purchasing and installing an hourly interval meter, together with applicable Income Tax Component of Contribution (ITCC) charges and the cost to operate and maintain the interval meter, and must sign an Interval Meter Installation Service Agreement (Form 79-984).

(N)

(Continued)



SCHEDULE AG-5—LARGE TIME-OF-USE AGRICULTURAL POWER
(Continued)

5. TIME PERIODS: Seasons of the year and times of the day are defined as follows: (T)

SUMMER: Service from May 1 through October 31.

For Rates A,B,D, and E

Peak: 12:00 noon to 6:00 p.m. Monday through Friday*
Off-Peak: All other hours Monday through Friday
All day Saturday, Sunday, holidays

For Rates C and F

Peak: 12:00 noon to 6:00 p.m. Monday through Friday*
Partial-Peak: 8:30 a.m. to 12:00 p.m. Monday through Friday*
6:00 p.m. to 9:30 p.m. Monday through Friday*
Off-Peak: 9:30 p.m. to 8:30 a.m. Monday through Friday
All day Saturday, Sunday, holidays

WINTER: Service from November 1 through April 30.

For Rates A,B,C,D,E and F

Partial-Peak: 8:30 a.m. to 9:30 p.m. Monday through Friday*
Off-Peak: All other hours Monday through Friday
All day Saturday, Sunday, holidays

"Holidays" for the purpose of this rate schedule are New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day. The dates will be those on which the holidays are legally observed.

* Except holidays.

6. ENERGY CHARGE CALCULATION: When summer and winter proration is required, charges will be based on the average daily use for the full billing periods times the number of days in each period. (T)

(Continued)



SCHEDULE AG-5—LARGE TIME-OF-USE AGRICULTURAL POWER
(Continued)

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| 7. CONTRACTS: | Service under Schedule AG-5 is provided for a minimum of 12 months beginning with the date the customer's service commences. The customer may be required to sign a service contract with a minimum term of one year. After the customer's initial one-year term has expired, the customer's contract will continue in effect until it is cancelled by the customer or PG&E. | (T) |
| | Where a line extension is required it will be installed under the provisions of Rules 15 and 16. | |
| 8. DISCONTINUANCE OF SERVICE: | If the customer discontinues service before the initial one year term has expired, the customer will be held liable and billed for the balance of charges due to PG&E for each billing period for the remainder of the 12-month service contract. These charges shall consist of any applicable monthly customer charges, ratcheted monthly demand charges, and monthly minimum demand charges. A Time-Of-Use Processing Charge will not apply. A Time-Of-Use Installation Charge will only apply if the time-of-use meter has been removed, and the customer chooses PG&E to install a new time-of-use meter. | (T) |
| | The customer may discontinue taking service at any time after the expiration of the initial term of the service contract; no adjustment will be made to the bill. If the customer wishes to resume agricultural service within 12 months of cancellation, the customer will be required to pay all charges that would have been billed if service had not been discontinued. | |
| 9. CONNECTED LOAD: | Connected load is defined as the sum of the rated capacities (as determined in accordance with Rule 2) of all equipment that is served through one metering point and that may be operated at the same time. When charges are based on connected load, in no case will charges be based on less than two horsepower/kilowatts for single-phase service, nor less than three horsepower/kilowatts for three-phase service. | (T) |
| | The customer's account will be adjusted for permanent connected-load changes that take place during the contract year. It is the customer's responsibility to notify PG&E of such changes. No adjustment will be made for a temporary reduction in connected Load. If the Load is reconnected within 12 months of being disconnected, the charges will be recalculated and applied retroactively, as though no reduction in Load had taken place. | |
| 10. MAXIMUM DEMAND (Rates B, C, E, and F Only): | The seasonal billing demand (defined below) will be based on the "maximum demand." The number of kW the customer is using will be recorded over 15-minute intervals; the highest 15-minute average in any month for Rates B and E customers, and the highest 15-minute average in the off-peak period for Rates C and F customers will be the maximum demand for that month. Where the customer's uses of electricity is intermittent or subject to abnormal fluctuation, a 5-minute interval may be used. | (T) |

(Continued)



SCHEDULE AG-5—LARGE TIME-OF-USE AGRICULTURAL POWER
(Continued)

10. MAXIMUM DEMAND (Cont'd.): In billing periods with use in both the summer season and winter season (April/May, October/November), your total demand charge shall be calculated on a pro rata basis depending upon the demand charge and the number of days in each season. The maximum demand used in determining your demand charge for each season of the billing period will be: (1) the maximum demand created in each season's portion of the billing month as measured by a meter with such capability; or (2) the maximum demand for the billing month where the installed meter is incapable of measuring time-varying demands. Maximum demands created in billing months with days in both the summer and winter seasons will not be used in determining your seasonal billing demand in subsequent months for either season. In such billing periods with use in both the summer season and winter season, your seasonal billing demand will be the greater of your established (ratcheted) demand or your maximum demand for the billing period, as described above. (T)
11. SEASONAL BILLING DEMAND (Rates B, C, E, and F Only): The billing year is the twelve-month period consisting of the current month and the eleven previous months. The calendar year (January through December) is split into two seasons, summer months (May through October) and winter months (November through April). (T)
- The seasonal billing demand charge the Rates B and E customer pays will be based on the greater of:
- 1) the highest maximum demand (defined in Part 10 above) recorded in the months of the same season in the current billing year; or (T)
 - 2) the minimum demand (defined in Part 12 below). (T)
- The seasonal billing demand charge the Rates C and F customer pays will be based on the greater of:
- 1) the highest off-peak-period demand recorded in the months of the same season in the current billing year; or
 - 2) the minimum demand (defined in Part 12 below). (T)
12. MINIMUM DEMAND (Rates B, C, E, and F Only): To provide for maintaining ready facilities where there is little or no energy use, your "minimum demand" used for billing in the season in which the customer usually uses energy (e.g., summer for irrigation pumps and winter for frost-control wind machines) will not be less than: (a) 75 percent of the nameplate rating in horsepower/kilowatts of the two largest motors you have connected; or (b) the diversified resistance welder load computed in accordance with Rule 2. For the purpose of the minimum-demand calculations, all customers are assumed to have primarily summer use unless otherwise designated. (T)

(Continued)



SCHEDULE AG-5—LARGE TIME-OF-USE AGRICULTURAL POWER
(Continued)

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| 13. DROUGHT-RELIEF PUMPS
(Rates B, C, E, and F Only): | Irrigation customers who normally operate only in drought years, but who do not expect to operate during the summer season of a specific year, may designate winter as the primary season of energy use by notifying PG&E prior to May 1 of that year. A schedule redesignation of this type will be effective for the subsequent twelve billing months, during which period the customer agrees to restrict electricity usage to the winter season only. If a customer has designated winter as the season of primary use, but during the subsequent twelve months finds it necessary to use electricity during the summer season, the election for that year will be invalidated and the customer will be re-billed for all summer season charges that would have otherwise applied. | (T) |
| The Demand Charge Limiter described below does not apply to pumps operated for drought relief under the provisions of this section. | | |
| 14. DEMAND CHARGE LIMITER
(Rates B and E Only): | The demand charge limiter is designed to prevent a seasonal billing demand when the customer tests facilities in the off-season. The off-season is assumed to be the winter season unless the customer has designated winter as its season of primary use. The demand charge limiter will apply in any off-season billing month in which: (a) no seasonal billing demand charges are in effect; and (b) the customer's energy use (in kWh) divided by the customer's recorded maximum demand (in kW) in the same billing month is less than or equal to three. When the demand charge limiter applies, the customer's bill will be the sum of: the monthly meter charge, the monthly customer charge, and the energy used in kWh times the demand charge limiter rate. In addition, the maximum demand the customer creates in any off-season month in which the customer's energy use (in kWh) divided by recorded maximum demand (in kW) in the same billing month is less than or equal to three, will not be considered in determining your seasonal billing demand. | (T) |
| 15. MAXIMUM-PEAK-PERIOD DEMAND
(Rates B, C, E, and F Only): | The customer's maximum-peak-period demand will be the highest of all the 15-minute averages for the peak period during the billing month. | (T) |
| 16. MAXIMUM-PART-PEAK-PERIOD DEMAND
(Rates B, C, E, and F Only): | The customer's maximum-part-peak-period demand will be the highest of all the 15-minute averages for the part-peak period during the billing month. | (T) |

(Continued)



SCHEDULE AG-5—LARGE TIME-OF-USE AGRICULTURAL POWER
(Continued)

17. DEFINITION OF SERVICE VOLTAGE: The following defines the three voltage classes of Schedule AG-5 rates. Standard Service Voltages are listed in Rule 2, Section B.1. (T)

- a. **Secondary:** This is the voltage class if the service voltage is less than 2,400 volts or if the definitions of "primary" and "transmission" do not apply to the service.
- b. **Primary:** This is the voltage class if the customer is served from a "single customer substation" or without transformation from PG&E's serving distribution system at one of the standard primary voltages specified in PG&E's Electric Rule 2, Section B.1.
- c. **Transmission:** This is the voltage class if the customer is served without transformation from PG&E's serving transmission system at one of the standard transmission voltages specified in PG&E's Rule 2, Section B.1.

PG&E retains the right to change its line voltage at any time. Customers receiving voltage discounts will get reasonable notice of any impending change. They will then have the option of taking service at the new voltage (and making whatever changes in their systems are necessary) or taking service without a voltage discount through transformers supplied by PG&E.

18. BILLING: A customer's bill is calculated based on the option applicable to the customer. (T)

Bundled Service Customers receive supply and delivery services solely from PG&E. The customer's bill is based on the Total Rates and Conditions set forth in this schedule.

Transitional Bundled Service Customers take transitional bundled service as prescribed in Rule 22.1, or take bundled service prior to the end of the six (6) month advance notice period required to elect bundled portfolio service as prescribed in Rule 22.1. These customers shall pay charges for transmission, transmission rate adjustments, reliability services, distribution, nuclear decommissioning, public purpose programs, the FTA (where applicable), the RRBMA (where applicable), the DA CRS pursuant to Schedule DA CRS and short-term commodity prices as set forth in Schedule TBCC.

Direct Access Customers purchase energy from an energy service provider and continue receiving delivery services from PG&E. Direct Access bills are equal to the sum of charges for transmission, transmission rate adjustments, reliability services, distribution, public purpose programs, nuclear decommissioning, the FTA (where applicable), the RRBMA (where applicable), the franchise fee surcharge, and the Direct Access Cost Responsibility Surcharge (DA CRS). The DA CRS is equal to the sum of the individual charges set forth below. Exemptions to the DA CRS are set forth in Schedule DA CRS.

Regulatory Asset Charge (per kWh)	\$0.00623
DWR Power Charge (per kWh)	\$0.00999
DWR Bond Charge (per kWh)	\$0.00493
CTC Charge (per kWh)	\$0.00585
Total DA CRS (per kWh)	\$0.02700

(Continued)



SCHEDULE AG-5—LARGE TIME-OF-USE AGRICULTURAL POWER
 (Continued)

- 19. EXPERIMENTAL DIESEL ALTERNATIVE POWER (DAP) AND EXPERIMENTAL NATURAL GAS ALTERNATIVE POWER (GAP) OPTIONS: Customers receiving a discount under the DAP and GAP options as of January 1, 2004, shall continue to receive the same discount as a percent of total rates until a decision is rendered in Phase 2 of the 2003 General Rate Case. (T)

- 20. DWR BOND CHARGE: The Department of Water Resources (DWR) Bond Charge was imposed by California Public Utilities Commission Decision 02-10-063, as modified by Decision 02-12-082, and is property of DWR for all purposes under California law. The Bond Charge applies to all retail sales, excluding CARE and Medical Baseline sales. The DWR Bond Charge (where applicable) is included in customers' total billed amounts. (T)

(Continued)



SCHEDULE E-BIP—BASE INTERRUPTIBLE PROGRAM

APPLICABILITY: This schedule is available until modified or terminated in the rate design phase of the next general rate case or similar proceeding as ordered in Decision 02-04-060. The E-BIP Program (Program) is intended to provide load reductions on PG&E's system on a day-of basis when the California Independent System Operator (CAISO) issues a curtailment notice. Customers enrolled in the Program will be required to reduce their load down to their firm service level within thirty (30) minutes of their notice from PG&E. This program may be closed by PG&E without notice when the interruptible program limits set forth in CPUC Decision 01-04-006 and Rulemaking 00-10-002 have been fully subscribed.

TERRITORY: This schedule applies everywhere PG&E provides service.

ELIGIBILITY: This schedule is available to both bundled-service and Direct Access commercial, industrial, and agricultural customers. Each customer must take service under the provisions of a demand time-of-use rate schedule to participate in the Program and have at least an average monthly demand of 100 kilowatt (kW). Customers being served under Schedules AG-R or AG-V are not eligible for this program. Customers taking service under Direct Access must meet the metering requirements prescribed in the Metering Equipment section of this rate schedule.

(T)
(T)
(N)
—
(N)
(D)

Customers must submit a Demand Response Program Agreement (Form 79-976), and a Customer Agreement and Password Agreement Governing use of Internet-Based Software Agreement (Form 79-977), in order to establish service. In addition, customers must have the required metering and notification equipment in place prior to participation in the Program.

(T)

A customer must designate the number of kW ("firm service level") to which it will reduce its load down to or below during a Program operation in Form 79-976. The designated firm service level must be no more than eighty-five percent (85%) of the customer's highest monthly maximum demand during the summer on-peak and winter partial-peak periods over the past 12 months with a minimum load reduction of 100 kW. If load information is unavailable, customers must demonstrate to PG&E's satisfaction that they can meet these minimum requirements.

Customers on this program may not have, or obtain, any insurance for the purpose of paying non-compliance penalties for willful failure to comply with requests for curtailments. Customers with such policy will be terminated from the Program, and will be required to pay back any incentives that the customer received for the period covered by the insurance. If the period cannot be determined, the recovery shall be for the entire period the customer was on the program.

Customers who are deemed essential under the Electric Emergency Plan as adopted in Decision 01-04-006 and Rulemaking 00-10-002, must submit to PG&E a written declaration that states that the customer is, to the best of that customer's understanding, an essential customer under Commission rules and exempt from rotating outages. It must also state that the customer voluntarily elects to participate in an interruptible program for part or all of its load based on adequate backup generation or other means to interrupt load upon request by the respondent utility, while continuing to meet its essential needs. In addition, an essential customer may commit no more than 50% of its average peak load to interruptible programs.

(Continued)



SCHEDULE E-BIP—BASE INTERRUPTIBLE PROGRAM
(Continued)

PROGRAM
DETAILS:

A. Program Options

Customers participating in the program must elect one of the two options below which shall be designated on their Demand Response Program Agreement (Form 79-976). Customers who participate in E-BIP prior to January 27, 2005, will be automatically defaulted to Option A.

OPTION A

1. Notification Period – Customers will be given at least thirty (30) minutes notice before each curtailment.
2. Event Limits – A Program curtailment operation will be limited to a maximum of one (1) event per day and four (4) hours per event. The Program will not exceed ten (10) events during a calendar month, or one hundred twenty (120) hours per calendar year.
3. Program Participation Incentive Payments – A \$7.00/kW incentive payment will be paid on a monthly basis based on the customer's monthly potential load reduction amount.
4. Failure to Reduce Loads during an Event – Customers will be penalized \$6.00 per kilowatt-hour (kWh) for energy usage over its firm service level during a curtailment.

OPTION B

1. Notification Period – Customers will be given at least three (3) hours notice before each curtailment.
2. Event Limits – A Program curtailment operation will be limited to a maximum of one (1) event per day and three (3) hours per event. The Program will not exceed ten (10) events during a calendar month, or ninety (90) hours per calendar year.
3. Program Participation Incentive Payments – A \$3.00/kW incentive payment will be paid on a monthly basis based on the customer's monthly potential load reduction amount.
4. Failure to Reduce Loads during an Event – Customers will be penalized \$2.50 per kWh for energy usage over its firm service level during a curtailment.

B. Other Program Guidelines

1. E-BIP Events – The CAISO, based on its forecasted system conditions and operating procedures, may request PG&E to operate all or part of the customers on the Program. The Program may also be operated in the event of a transmission system contingency.

(N)

(Continued)



SCHEDULE E-BIP—BASE INTERRUPTIBLE PROGRAM
(Continued)

PROGRAM
DETAILS:
(Cont'd.)

B. Other Program Guidelines (Cont'd.)

2. Potential Load Reduction – Participants monthly potential load reduction amount during the Summer Season (May 1 through October 31) will be paid based on the difference of the customer's average monthly on-peak period demand (on-peak kWh divided by available on-peak hours) and its designated firm service level. During the Winter Season (November 1 through April 30) payments will be paid based on the difference of the customer's average monthly partial-peak period demand (partial-peak kWh divided by available partial-peak hours) and its designated firm service level. This difference will be multiplied by the appropriate incentive level to determine the monthly incentive payment.
3. PG&E will evaluate and credit customers and/or apply non-compliance penalties for the customer load reductions realized under Schedule E-BIP within a period no longer than ninety (90) days after each curtailment event, depending on where the curtailment event falls within the customer's actual billing cycle. The incentive payments will be reflected in the customer's regular monthly bill as an adjustment.
4. PG&E may elect to evaluate and assess the non-compliance penalties associated with several curtailment events as a single adjustment.
5. Customers may re-designate their firm service level or discontinue participation in the Program only once each year during the month of November. Customers shall provide written notification of such changes to PG&E. Cancellation will become effective with the first regular billing cycle following the thirty (30) days' notice.
6. The Program will be operated throughout the year.
7. In the event of a curtailment event, customers on the Program will be notified as described in the Notification Equipment Section of this schedule.
8. PG&E reserves the right to terminate the Program, with Commission approval and thirty (30) days' written notice to customers.

(N)

(N)

(Continued)



SCHEDULE E-BIP—BASE INTERRUPTIBLE PROGRAM
(Continued)

INTERACTION
WITH
CUSTOMER'S
OTHER
APPLICABLE
CHARGES:

Participating customers' regular electric service bills will continue to be calculated each month based on their actual recorded monthly demands and energy usage.

Customers who participate in a California Power Authority (CPA) or a third party sponsored interruptible load program must immediately notify PG&E of such activity.

Load can only be committed to one interruptible program for any given hour of a curtailment, and customers will be paid for performance under only one program for a given load reduction.

Customers may participate in the Optional Binding Mandatory Curtailment Plan (Schedule E-OBMC), and the Pilot Optional Binding Mandatory Curtailment Plan (Schedule E-POBMC) but the customers' Maximum Load Level under those programs may not overlap their FSL. With limitations, participants in E-BIP may also participate in the Non-Firm Program, Demand Bidding Program (Schedule E-DBP), and the California Power Authority Demand Response Program (CPA DRP). Customers currently enrolled in Non-Firm program, must complete all annual obligations to that program before being eligible for E-BIP. Customers participating in E-DBP, will not receive an incentive payment during hours where there is an overlapping E-BIP event. Customers may participate in the CPA-DRP provided their CPA-DRP interruptible load is below their E-BIP Firm Service Level.

Customers shall not participate in the Schedule Load Reduction Program (Schedule E-SLRP) or the Critical Peak Pricing Program (Schedule E-CPP) while on the E-BIP program.

(D)

(T)

(T)

(T)

(T)



SCHEDULE E-DBP—DEMAND BIDDING PROGRAM

APPLICABILITY: The Schedule E-DBP Demand Bidding Program (Program) offers customers incentives for reducing energy consumption and demand when requested by Pacific Gas and Electric Company (PG&E) to increase system reliability. This Program is optional for customers with billed maximum demand of 200 kilowatts (kW) or greater during any one of the past 12 billing months and who voluntarily commit to reduce a minimum of 50 kW each hour for each service account during an E-DBP Event. PG&E will determine E-DBP Bid acceptances for energy reductions. Interval metering is required to receive service under this Program. Customers must receive service on a demand Time-of-Use (TOU) electric rate schedules. Customers on Schedules AG-R, AG-V, or S are not eligible for this program. A customer is not eligible to participate in this program if the revenue metering configuration is either net sale or Wholesale Transaction as specified in PG&E's Interconnection Handbook. A customer may qualify some or all of their accounts for the program under the specified aggregated group provisions of this tariff. This schedule is available until modified or cancelled by the California Public Utilities Commission (CPUC). (T)

TERRITORY: This schedule applies everywhere PG&E provides electric service. (T)

ELIGIBILITY: This schedule is available to individual PG&E bundled-service customers and Direct Access customers. Each customer must take service under the provisions of their otherwise-applicable rate schedule. Customers participating in the Program must be on an eligible rate schedule and commit to reduce load by at least 50 kW during a DBP event. (D)

Customers on this tariff must agree to allow the California Energy Commission (CEC) or its contracting agent to conduct a site visit for measurement and evaluation, and agree to complete any surveys needed to enhance the program. Customer must submit a signed Authorization To Receive Customer Information or Act On A Customer's Behalf form giving the CEC authorization to request billing history and meter usage data information. (T)

Customers must submit a signed Demand Response Program Agreement (Form 79-976) and a Customer Agreement and Password Governing Use of Internet-Based Software Agreement (Form 79-977) in order to establish service. In addition, customers must have the required metering and notification equipment in place prior to participation in this Program. (T)

Customers who are "Essential Customers" under PG&E's Electric Emergency Plan and as defined by the Commission in Rulemaking 00-10-002, must submit to PG&E a written declaration that states that the customer is, to the best of that customer's understanding, an Essential Customer under Commission rules and exempted from rotating outages. The declaration must also state that the customer voluntarily elects to participate in this interruptible program for part or all of its load upon request by PG&E under the terms of E-DBP, while continuing to adequately meet its essential needs with backup generation or other means. In addition, an Essential Customer may commit no more than a total of 50 percent (50%) of its average peak load to all interruptible programs for each participating account. (T)

Customers that have accounts throughout PG&E's electric service territory with individual meters that have demands less than 200 kW (as described in the Applicability Section) may participate in this program under the provisions stated in the Aggregated Group Section of this rate schedule. (T)

(Continued)



SCHEDULE E-DBP—DEMAND BIDDING PROGRAM
(Continued)

METERING
EQUIPMENT:

Each participating customer account must have an interval meter capable of recording usage in 15-minute intervals installed that can be read remotely by PG&E. A Meter Data Management Agent (MDMA) may also read the customer's meter on behalf of the customer's Energy Service Provider (ESP) if a customer is receiving Direct Access Service. Metering equipment (including telephone line, cellular, or radio control communication device) must be in operation for at least ten (10) days prior to participating in the program to establish baseline. If required, for bundled service customers with billed maximum demand of 200 kilowatts (kW) or greater during any one of the past 12 billing months, PG&E will provide and install the metering equipment at no additional cost to the customer. The installation of an internal data meter for customers taking service under the provisions or Direct Access is the responsibility of the customer's Energy Service Provider, or their Agent, and must be installed in accordance with Electric Rule 22.

(N)
|
|
|
(N)

Customers with accounts that are less than 200 kW but greater than or equal to 50 kW that are participating under the Aggregated Group provisions of this schedule may also be eligible for an internal meter at no additional cost to the customer (see Aggregated Group Section). PG&E will also provide meter data retrieval at no cost to those bundled service customers receiving free meters through this tariff until otherwise directed by the CPUC.

(N)
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|
|
(N)

Direct Access Service Customers – If PG&E is the Meter Data Management Agent (MDMA) on behalf of the customer's Energy Service Provider, no additional fees will be required from the Direct Access service customer. On the other hand, if the Direct Access service customer uses a third-party MDMA, the customer will be responsible for any and all costs associated with providing PG&E acceptable interval data into the PG&E system on a daily basis. This includes any additional metering or communication devices that may need to be installed, and any additional fees assessed by the customer's ESP. Prior to customer's participation in the program, the customer must be able to successfully transfer meter data to PG&E's specification on a daily basis for a period of no less than ten (10) days to establish their baseline.

NOTIFICATION
EQUIPMENT:

Customers, at their expense, must have access to the Internet and an e-mail address to receive notification regarding program operations and to submit E-DBP Bids. In addition, all customers must have, at their expense, an alphanumeric pager that is capable of receiving a text message sent via the Internet. A customer cannot participate in the Program until all of these requirements have been satisfied.

(T)

If an E-DBP Event occurs, customers will be notified using one or more of the above-mentioned systems. PG&E will make best efforts to notify customers, however it is the customer's responsibility to receive such notice and to check the PG&E website to see if the Program is activated. No evaluation will be performed, nor payment made, for load reductions undertaken during an E-DBP Event without such advance confirming notification. PG&E does not guarantee the reliability of the pager system, e-mail system or Internet site by which the customer receives notification.

(Continued)



SCHEDULE E-DBP—DEMAND BIDDING PROGRAM
(Continued)

- ENERGY BID:** E-DBP bidding shall be accepted for non-holiday weekdays only. The E-DBP Bid shall indicate the amount of kW curtailment that the participant is offering for each hour of the E-DBP Event. The participant may submit only one bid for each E-DBP Event. Each bid must be for a minimum of two (2) hours and must be for consecutive hours during the E-DBP Event. The customer's bid must meet the minimum energy reduction threshold of 50 kW for each hour in the E-DBP Event. The participant must submit their bid within the timeframe specified in the E-DBP Event notice. (D)
(T)
(T)
(D)
- E-DBP WEBSITE:** Customers must submit an E-DBP Bid through PG&E's designated Internet website. Each bid submitted via the website shall be for an E-DBP Event that can take place on the next eligible day, any weekday, excluding holidays, following the bid submission. Notification of E-DBP Bid acceptances will be posted to PG&E's website. Posting of accepted bids may be delayed due to unforeseen problems in transmitting or receiving the bids. PG&E cannot guarantee the reliability of the Internet site by which customers submit bids and receive information regarding this Program. PG&E may use and accept alternate means of notification as necessary. PG&E will communicate the following information on the website regarding accepted E-DBP Bids: (T)
1. The Date and the Time Period of the E-DBP Events; and
 2. The customer's specific energy baseline (CSEB) is based on the hourly average of the three (3) highest energy usages on the immediate past ten (10) similar days. The three (3) highest energy usage days will be deemed as those days with the highest total kilowatt hour usages between noon and 8:00 p.m. The past ten (10) similar days will include Monday through Friday, excluding holidays, and will additionally exclude days when the customer was paid to reduce load on an interruptible or other curtailment program or days when rotating outages are called. (T)
 3. The hourly pricing incentive that PG&E intends to offer for qualifying load reductions. (T)

(Continued)



SCHEDULE E-DBP—DEMAND BIDDING PROGRAM
(Continued)

PROGRAM TESTING:

PG&E may activate an E-DBP Event with a simulated emergency event test trigger twice per year. Each emergency test event shall be no longer than four (4) hours. During such a test, the customer shall be responsible for curtailing load consistent with the terms of this schedule. Participants will receive incentive payment of \$0.35/kW for qualifying load reduction during each hour of a E-DBP test event.

(T)
(T)

INCENTIVE PAYMENTS:

PG&E will evaluate and pay for the customer's hourly load reductions realized under the Program within ninety (90) days after each E-DBP Event, depending on where the E-DBP Event falls within the participant's actual billing cycle. The incentive payments will be reflected in the customer's regular monthly bill as an adjustment.

(D)

Energy reduction for a given Market Price E-DBP Event hour will be determined as the difference between the customer specific energy baseline (CSEB) for that hour and the customer's actual energy usage during that hour. Participants will only be paid for a maximum of 150 percent (150%) of their accepted bid (kW) load drop measured on an hourly basis. Participants must drop at least 50 percent (50%) of their bid load to qualify for any payment in any hour. In no case will a customer receive a credit payment for a given hour if it does not meet, in that hour of the event, the minimum energy reduction of 50 kW.

(T)

(T)

(D)

The E-DBP event incentives will be calculated on an hourly basis, and will be equal to the product of the qualified kW energy reduction for each hour a bid was accepted and the sum of the forecasted hourly market price of the E-DBP Event plus a participation bonus if applicable.

(N)

$$\text{Incentives} = \text{kW reduction} \times (\text{market price} + \text{participation bonus if applicable})$$

Participation Bonus – The E-DBP Event participation bonus will be determined as follows:

- a. When the forecasted day-ahead market price is less than or equal to \$0.25/kW, the participation bonus will equal \$0.10/kW for each hour of the event.
- b. When the forecasted day-ahead market price is greater than \$0.25/kW, but less than \$0.35/kW for each hour of the event, the participation bonus will be adjusted so that the maximum total E-DBP incentive (forecasted day-ahead market price plus participation bonus) will not exceed \$0.35/kW for each hour of the E-DBP event.
- c. When the forecasted day-ahead market price equals or exceeds \$0.35/kW for each hour of the event, the participation bonus will be zero (\$0.00) and the E-DBP incentive will solely equal the forecasted day-ahead market price.

(N)

(Continued)



SCHEDULE E-DBP—DEMAND BIDDING PROGRAM
(Continued)

AGGREGATED GROUP:	Customers that have multiple accounts throughout the PG&E electric service territory are eligible for the aggregated group provisions of the program. The following conditions under the aggregate group option of this program supersedes the individual participation conditions where applicable:	(T) (D) (T)
	1. Each individual service account must currently take service on an applicable PG&E rate schedule and have an installed interval meter as stated in the Applicability Section of this schedule. If necessary, a service account may change rate schedule and PG&E will provide and install an interval meter at no additional cost for each individual bundled service account participating under the provisions of an aggregated group whose maximum demand is greater than or equal to 50 kW during any one of the past 12 billing months. Service accounts with an average demand that is less than 50 kW must pay for the required communicating Interval Meter prior to participation. The installation of interval meters for a Direct Access customer is the responsibility of their Energy Service Provider or their agent. Fees associated with a rate change will be the responsibility of the customer.	(N) (N) (T)
	2. The customer must have at least one service account with a maximum demand of 200 kW or greater for at least one or more of the past 12 billing months within each aggregated group that will be designated as the primary account for the aggregated group. A signed <u>Demand Response Program Agreement</u> (Form 79-976), and a <u>Customer Agreement and Password Agreement Governing use of Internet-Based Software Agreement</u> (Form 79-977) must be submitted under the name of the primary account. The primary account will oversee all activities of the group, including event notification and the receiving of the incentive payment. It is up to the lead account to determine the dispersal of the credit to the other accounts in the group.	(T) (T) (N) (N)
	3. All service accounts that are part of the aggregated-group must take service from PG&E under the same federal tax identification number and be listed on the Demand Response Program Agreement. Individual accounts, (excluding the lead account), with less than 200 kW (as described in the Applicability Section) may participate in the program as part of the aggregated group. The maximum number of accounts per aggregated group is limited to 25 accounts. Customers with more than 25 accounts may apply for multiple aggregated groups, provided that there is at least one account in each aggregated group meets the provisions of a primary account. PG&E at its discretion may expand the customer group limits beyond 25 accounts if it provides significant benefits to the program.	(T) (N) (T)
	4. Accounts that are participating as an aggregated group will be exempt from the individual minimum load reduction amount. Instead accounts in the aggregated group will have a Group Minimum Load requirement of 200 kW. The Group Minimum Load represents: (1) the group's aggregated coincidental minimum load to qualify for the program; (2) the minimum bid amount that the aggregated group can submit for an E-DBP event; and (3) the group's minimum threshold that they must achieve to earn an incentive during an E-DBP event.	(N)



SCHEDULE E-DBP—DEMAND BIDDING PROGRAM
(Continued)

- | | | |
|----------------------------------|---|------------|
| AGGREGATED GROUP: | 5. Energy reduction during an E-DBP event will be based on performance of all accounts within the aggregated group and will be calculated as follows: | (T)
(T) |
| | a. The Group's Energy Baseline (GEB) is used to determine the aggregated group's average energy usage prior to an E-DBP event. The GEB is based on the hourly average of the three (3) highest energy usages days of the immediate past ten (10) similar days for all of the accounts combined. The three (3) highest energy usage days will be deemed as those days with the highest coincidental total kilowatt hour usages between noon and 8:00 p.m. for all accounts in the aggregated group. The past ten (10) similar days will include Monday through Friday, excluding holidays, and will additionally exclude days when the customer was paid to reduce load on an interruptible or other curtailment program or days when rotating outages are called. | (N) |
| | b. The Group's energy usage during an E-DBP event is the total coincidental load of all the accounts in the group measured during each hour of the event. | |
| | c. Energy reduction during an E-DBP event will be calculated as the difference between the GEB and the group's actual total usages during each hour of the event. | |
| | 6. Modifications to the account listing of an aggregated group may only occur during the March contract review period. During the contract review period customers may submit a written request to PG&E requesting additions or removal of accounts within the aggregated group. Changes to the aggregated group will become effective after the customer's April billing cycle. | |
| | 7. If one or more of the accounts on the aggregated group, other than the lead account, terminates service with PG&E prior to the contract review period, the other accounts in the group will be responsible to maintain the 200 KW Group's Minimum Load requirement of the program until the contract can be adjusted during the next contract review period. | |
| | 8. San Francisco Pilot Program – On a limited basis, PG&E will allow unrelated customers, (customers that do not have the same federal tax identification number), that are located within the City and County of San Francisco on a single feeder to participate in E-DBP as an aggregated group. The San Francisco Pilot Program is limited to two pilot groups. Except for the requirement of having the same tax identification number, each pilot group must comply with all of the provisions of an Aggregated Group and the schedule herein. | (N) |
| TECHNICAL ASSISTANCE INCENTIVES: | Technical audit assistance and equipment incentives are available to enhance the customer's ability to respond to curtailment requests for on-peak demand reductions. | (D)
(T) |



SCHEDULE E-DBP—DEMAND BIDDING PROGRAM
(Continued)

**FAILURE TO
REDUCE LOAD:**

Except as provided in the Incentive Payment section of this schedule, no additional monetary penalties will be assessed under this Program for a customer's failure to comply (reduce energy) during any or all hours of an E-DBP Event.

**PROGRAM
TERMS:**

Customers' participation in this tariff will be in accordance with Electric Rule 12. Customers may terminate their E-DBP agreement by giving a minimum of 30 days' written notice. Cancellation of the agreement will become effective with the first regular billing cycle after the 30-day notice period. PG&E may terminate the service agreement at any time after giving a thirty (30) day written notice to participants.

**INTERACTION
WITH
CUSTOMER'S
OTHER
APPLICABLE
PROGRAMS AND
CHARGES:**

Participating customers' regular electric service bills will continue to be calculated each month based on their actual recorded monthly demands and energy usage.

Customers who participate in a third-party sponsored interruptible load program must immediately notify PG&E of such activity.

Load can only be committed to one program for any given hour of a curtailment, and customers will be paid for performance under only one program for a given load reduction. In other words, should another demand response program be activated, while an E-DBP Event is in progress, those events will supersede an E-DBP Event, and no E-DBP incentive payments will be applied for those overlapping hours. E-DBP customers shall not participate in the California ISO's Participating Load Program (Supplemental and Ancillary Services), California Power Authority's Demand Reserves Partnership (CPA-DRP) program, or any other pay for performance program.

Customers enrolled in the Scheduled Load Reduction Program (Schedule E-SLRP) may participate in E-DBP during the days when the customer's load is not scheduled for curtailment under the E-SLRP program.

**EMERGENCY
STANDBY
GENERATION:**

Customers may achieve energy reductions by operating back-up or onsite generation. The customer will be solely responsible for meeting all environmental and other regulatory requirements for the operation of such generation.

**DIRECT ACCESS
CUSTOMERS**

Customers participating in this program and receiving service under Direct Access must notify their Energy Service Provider that they are participating in this program and when they participate in a DBP event. The per event notification must include the amount of hourly load bid for a day-ahead event or the customer's Committed Load Reduction Amount for an emergency DBP event. PG&E reserves the right to require that the Direct Access customer's Scheduling Coordinator (SC) must submit a Scheduling Coordinator to Scheduling Coordinator (SC to SC) trade with the service electric utility. If PG&E imposes this requirement, then: (1) the SC to SC trade must be submitted in a timeframe that complies with the California Independent System Operator's (ISO's) requirements; and (2) the Direct Access customer is responsible for all additional costs incurred by the serving utility if the customer's SC fails to submit a SC to SC trade, or if the SC to SC trade is not accepted by the ISO because of an action or inaction of the customer's SC.

(D)



SCHEDULE E-CPP—CRITICAL PEAK PRICING PROGRAM

APPLICABILITY: The critical peak pricing (CPP) program is a voluntary alternative to traditional time-of-use rates. Schedule E-CPP is available to PG&E bundled-service customers with billed maximum demand of 200 kW or greater during any one of the past 12 billing months, and served on PG&E Demand Time-Of-Use (TOU) electric rate schedules A-10 TOU, E-19 (including E-19 voluntary), E-20, AG-4 (rates C and F only), AG-5 (rates C and F only) or their successors. Each customer must continue to take service under the provisions of their otherwise-applicable schedule (OAS). The CPP program only operates during the summer months (May 1 through October 31). Customers on this tariff must agree to allow the California Energy Commission (CEC) or its contracting agent to conduct a site visit for measurement and evaluation, and agree to complete any surveys needed to enhance the CPP program. This program will remain in place until superseded by a mandatory CPP rate schedule, which is expected in the Advanced Metering OIR, Rulemaking (R.) 02-06-001 or subsequent filing.

(N)
|
(N)

Customers may receive a transitional incentive to participate in the CPP program through December 31, 2005. Customers have the choice of receiving bill protection and subject to meeting qualification criteria (see Transitional Incentive Options section below).

(T)

Customers must have an interval meter and Internet access to PG&E's Inter-Act, a web-based notification system. Customers must have the required metering and notification equipment in place prior to participation in the CPP program.

TERRITORY: This schedule is available to customers in PG&E's electric service territory.

RATES: The customer will be billed for all regular charges applicable under its otherwise-applicable rate schedule. Additional charges (based on usage on CPP operating days) and credits (based on usage on non-CPP days) will be determined according to the rates specified in this tariff. See "Definition of Time Periods" section below for specific CPP TOU period definitions. The CPP periods may differ from those of the customer's OAS. The additional energy charges applicable on CPP operating days will be determined as follows:

CPP High-Price Period Usage: The total effective energy charge for usage during the CPP High-Price Period will be five (5) times the customer's summer on-peak energy rate under their otherwise-applicable rate schedule multiplied by the actual energy usage, plus

CPP Moderate-Price Period Usage: The total effective energy charge for usage during the CPP Moderate-Price Period will be three (3) times the customer's summer part-peak energy rate under their otherwise-applicable rate schedule multiplied by the actual energy usage.

Customers taking service under Schedule E-CPP will pay reduced total effective TOU energy rates, through offsetting summer on-peak and part-peak rate credits for usage on those days that are not declared as CPP operating days, as shown in the following table. Schedule E-CPP charges and credits will only be applicable during the Summer season (May 1 to October 31), and will not affect winter season rates or bills.

(Continued)



SCHEDULE E-CPP—CRITICAL PEAK PRICING PROGRAM

(Continued)

PROGRAM RESEARCH AND ANALYSIS:

Customers receiving service under this tariff must agree to allow personnel from the California Energy Commission (CEC) or its contracting agent to conduct a site visit for measurement and evaluation, and agree to complete any surveys needed to enhance the CPP program. Customer must submit a signed Authorization To Receive Customer Information or Act On A Customer's Behalf form giving the CEC authorization to request billing history and meter usage data information.

PROGRAM TERM:

The CPP program will remain open until terminated or superceded by action of the CPUC.

BILLING:

Monthly bills are calculated in accordance with the customer's OAS and the rates contained herein. The difference between the amount due under the customer's OAS and the amount due under critical-peak pricing will appear on the customer's bill as an additional charge or credit.

CUSTOMER MULTIPLE-METER PREMISES:

A customer with multiple accounts on a single site (e.g., contiguous property, campus facilities, business parks) may participate in the CPP program with accounts on the premises that are less than 200 kW (as described in the Applicability Section) provided at least one of the customer accounts has a billed maximum demand of 200 kW or greater during any one of the past 12 billing months and is participating in the CPP program. The customer's taxpayer identification number must be the same for each account participating in the CPP program under this provision and each account must be listed on the Demand Response Program Agreement. All other CPP program requirements must be met for each participating account. The bill for each account will be calculated on a stand-alone basis.

TRANSITIONAL INCENTIVE OPTION:

Bill Protection: A customer electing the bill protection transition incentive option will not pay more under the CPP program than it would pay under its otherwise-applicable rate schedule for the 14-month bill protection period provided the customer: (1) remains in the CPP program for the entire duration of the rate protection period; and (2) maintains an open account. Bill protection benefits will be computed on a cumulative basis at the end of the bill protection period. Bill protection is capped at a maximum systemwide participation level of 200 MW of load drop and will be terminated on December 31, 2005.

(D)

(T)

(T)

TECHNICAL AUDIT ASSISTANCE AND EQUIPMENT INCENTIVES:

Technical audit assistance and equipment incentives are available to enhance the customer's ability to curtailment requests for on-peak demand reductions.

(N)

(N)

(Continued)



SCHEDULE EZ-20/20—CALIFORNIA 20/20 REBATE PROGRAM

1. APPLICABILITY: Schedule EZ-20/20 rewards customers a twenty percent (20%) discount for achieving a twenty percent (20%) or more average reduction in energy usage from June 1 through September 30, 2005. With the exceptions listed below, this schedule is applicable to residential, commercial, industrial, and agricultural customers served by one of the following PG&E rate schedules: non-Time-Of-Use (TOU) Rate Schedules E1, EL-1, E-8, EL-8, EM, EML, ES, ESL, ESR, ESRL, ET, ETL, A-1, A-10, and AG-1, or TOU Rate Schedules E-3, E-7, E-A7, EL-7, EL-A7, E-9, A-6, A-10 (TOU), E-19V (voluntary), AG-R, AG-V, AG-4, and AG-5. (N)

The following are excluded from participating in this schedule: (1) unmetered electric service customers; (2) commercial, industrial, and agricultural customers on a billing demand rate schedule with a maximum demand of 200 kW or greater during any one of the previous energy statements covering bill periods June 1, 2004 through May 31, 2005; (3) customers with less than 12 months of continuous service (as of June 1, 2005) at the same service address; and (4) customers with electric generators receiving service under a provision of a Net Energy Metering rate schedule or Schedule S.

Schedule EZ-20/20 establishes a limited term "Rate Reward" for energy conservation program and demand response for 2005. Regardless of the customer's billing cycle, the start and end dates of this program are June 1 and September 30 respectively for all customers. The EZ-20/20 rebate program will terminate December 31, 2005.

2. TERRITORY: This schedule applies everywhere PG&E provides electric service.

3. RATES: Non-TOU Rate Schedule

- The rate reward (20% credit off of bill) will be based on achieving a minimum twenty percent (20%) reduction in the average daily usage amount (ADUA) as calculated over the period June 1 to September 30, 2005 compared to the exact corresponding periods (June 1 – September 30) in year 2004.

TOU Rate Schedule

- The rate reward (20% credit off of bill) will be based on achieving a minimum twenty percent (20%) reduction in the average daily on-peak usage amount (ADOPUA) as calculated over the period June 1 to September 30, 2005, compared to the exact corresponding on-peak periods (June 1 – September 30) in year 2004.

The customer's bill will continue to be calculated according to the customer's otherwise applicable tariff or rate schedule during the season.

If the participant is able to achieve the appropriate twenty percent (20%) or more average reduction in energy usage between June 1 and September 30, PG&E will issue a credit at the end of the season equal to twenty percent (20%) of the energy charges for period June 1 to September 30. Direct Access customers participating in this program who achieve the appropriate twenty percent (20%) or more average reduction in energy usage between June 1 and September 30 will be issued a credit at the end of the season. The credit for Direct Access customers will be equal to twenty percent (20%) of the PG&E portion of the energy charges for period June 1 to September 30. (N)

(Continued)



SCHEDULE EZ-20/20—CALIFORNIA 20/20 REBATE PROGRAM

(Continued)

4. SPECIAL
CONDITIONS:

1. Participants will continue to receive service under their otherwise applicable schedule while participating in the EZ-20/20 Rebate Program.
2. To be eligible for the EZ-20/20 "Rate Reward", customer must receive service and meet the applicability criteria of the program continuously during the summer season that covered the period June 1 to September 30, 2005.
3. For the purpose of classifying an eligible customer, only those customers with TOU history from June 1, 2004 to September 30, 2004, and continue to be on a TOU service within the same periods in the current year will qualify for the TOU provisions of the EZ-20/20 Rebate Program.
4. If successful in reducing their average daily usage amount (ADUA), or the average daily on-peak usage amount (ADOPUA), for non-TOU and TOU rate schedules respectively by 20%, the participants will receive a credit based on their electric bill, excluding Utility User's Taxes, state fees, and franchise fee surcharges (applicable only for Direct Access Customers).
5. For TOU schedules, the on-peak time periods used for the purpose of this program will be the same as the summer on-peak TOU period that is defined in the customer's otherwise-applicable tariff.
6. Customers whose billing periods do not align exactly with the June 1 and September 30 respective start and end date of the program will have their usage prorated during those months to determine the ADUA or ADOPUA during the summer season.
7. The customer's ADUA or ADOPUA reduction will be rounded to the nearest whole number percentage point for the purpose of determining eligibility for the season end rebate.
8. No corrections or normalization of the baseline usage amounts will be made for weather differences that might occur during the current summer season relative to weather during the previous summer season.
9. PG&E is not required to develop an adjusted baseline usage amount for customers that might have experienced increased consumption due to occupancy increases during the current year, or for customers who have implemented efficiency and conservation measures during the previous year to allow these customers to qualify for the credits during the current year.
10. No provisions will be made for observed energy and demand reductions that fall short of meeting the twenty percent (20%) qualification standard. A minimum reduction of twenty percent (20%) is required to receive the twenty percent (20%) rebate. Similarly, customers exceeding twenty percent (20%) reductions will only be rewarded with a twenty percent (20%) credit.
11. For customers with multiple accounts, summary billings, or multiple meters at a premise, the twenty percent (20%) rebate will be calculated and applied, if applicable, to each of the customer's individual service agreements.

(N)

(N)

(Continued)



Pacific Gas and Electric Company
San Francisco, California

Cancelling

Revised
Revised

Cal. P.U.C. Sheet No.
Cal. P.U.C. Sheet No.

22866-E
21690-E

PACIFIC GAS AND ELECTRIC COMPANY
DEMAND RESPONSE PROGRAM AGREEMENT
FORM NO. 79-976 (2/05)
(ATTACHED)

(T)

Advice Letter No. 2623-E
Decision No.

Issued by
Karen A. Tomcala
Vice President
Regulatory Relations

Date Filed February 7, 2005
Effective _____
Resolution No. _____

54115



Pacific Gas and Electric Company

Demand Response Program Agreement

DISTRIBUTION:

- APPLICANT (Original)
- ACCOUNT SERVICES
- CUSTOMER BILLING
- RATES & TARIFFS (Original)

REFERENCE:

Cordaptix Account ID _____
 Service Agreement ID _____
 Area/Division _____
 Acct. Rep. _____
 Rep. Ph. No. _____

_____ a(n) _____ (Applicant),
 and Pacific Gas and Electric Company, a California Corporation (PG&E), hereby agree to the following supplemental terms and conditions:

1. **PROGRAM** - Applicant will be participating in the following PG&E Demand Response program(s), a copy of which is attached hereto and made a part of this Agreement. (Check as appropriate)
 - Schedule E-BIP – BASE INTERRUPTIBLE PROGRAM
 - Schedule E-CPP – CRITICAL PEAK PRICING
 - Schedule E-DBP – DEMAND BIDDING PROGRAM
 - Schedule E-SLRP – SCHEDULED LOAD REDUCTION PROGRAM

2. **ELIGIBILITY** – Applicant meets or exceeds all eligibility requirements set forth in the Rate Schedule.

3. **PROGRAM OPERATIONS** – Operating parameters for each program are described in the respective Rate Schedule. Applicant agrees to use PG&E's Inter-Act software to respond to a curtailment event. During a curtailment event, Applicants on the appropriate program will be notified using one or more of the following: electronic mail (e-mail), paging system, and the Internet website for the programs, or other reliable means of communication. Receipt of such notice is the responsibility of the Applicant. PG&E does not guarantee the reliability of the pager system, e-mail system or Internet site by which the Applicant receives notification regarding program operations.

4. **PROGRAM INCENTIVES** – Demand response program Applicants will receive a financial incentive for their participation as described in the attached Rate Schedule(s).

5. **INTERACTION WITH APPLICANT'S OTHER APPLICABLE INTERRUPTIBLE/DEMAND RESPONSE PROGRAMS AND CHARGES**
 - a. Applicant's regular electric service bills will continue to be calculated each month based on their actual recorded monthly demands and energy usage.
 - b. Applicants who participate in a California Power Authority (CPA) or a third-party sponsored interruptible/demand response load program must immediately notify PG&E of such activity.
 - c. Load can only be committed to one Demand Response program for any given hour of a curtailment, and Applicant will be paid for performance under only one program for a given load reduction. For information regarding multiple program participation, please see the Interaction with Customer's Other Applicable Programs and Charges Section of the program tariff.

6. **REQUIRED EQUIPMENT** - Each account must have an interval meter capable of recording usage in 15-minute (or less) intervals installed that can be read remotely by PG&E. In addition, Applicant must supply an e-mail address and have an alphanumeric pager to receive a curtailment notification message sent via the Internet. Applicant cannot participate in the Program until all of these requirements have been satisfied.

If required, PG&E will provide and install the metering equipment at no cost to bundled service Applicant under the terms and conditions stated in the appropriate Rate Schedule E-BIP, E-CPP, E-DBP, and E-SLRP. If applicable, Applicant is responsible for the installation associated with telemetry equipment required for the remote reading or monitoring of the interval meter. Metering equipment (including telephone line, cellular, or radio control communication device) must be in operation for at least ten (10) days prior to participating in the program to establish baseline.

If applicable, Applicant is responsible for the installation of a wired telephone line that terminates within three (3) feet of the Applicant's meter panel and terminates within eighteen (18) inches to seventy-two (72) inches above grade. Applicant is also responsible for any maintenance and repair of the telephone line. The telephone line installation must be completed and the telephone line must be operational before PG&E will perform any meter installation work required through this Program, or before Applicant is allowed to participate in the Program. For a situation in which it is not feasible for the telephone company to install a wired telephone line, Applicant may be required to arrange for a radio frequency or cellular telemetry system to be installed and activated.

If applicable, Applicant is responsible for placing the telephone service in their name and payment of the telephone bills directly to the telephone service provider. PG&E may withhold incentive payments to Applicant if PG&E is unable to remotely access the interval meter due to failure of telemetry equipment or telephone line.

7. PROGRAM TERMS

Schedules E-BIP and E-SLRP - Programs are available until modified or terminated in the rate design phase of the next general rate case or similar proceeding as ordered in Decision 02-04-060. Applicants eligible to participate in a Program(s) will remain on the Program until the program is terminated, unless Applicant cancels its Agreement during the November Review Period (November 1 – November 30) each year. Applicant shall provide written notification of such changes to PG&E. Cancellation will become effective with the first regular billing cycle following the thirty (30) days' notice.

Schedules E-CPP and E-DBP - Programs are available until modified or cancelled by the California Public Utilities Commission (CPUC). Applicant's participation in these tariffs will be in accordance with Electric Rule 12. Applicant may terminate their Agreement upon thirty (30) days' written notice. Termination of the Agreement will become effective with the first regular billing cycle following the thirty (30) days' notice. PG&E may terminate the Agreement at any time after giving thirty (30) days' written notice to participant.

8. INSTALLATION OF FACILITIES - Applicant hereby grants PG&E permission to furnish, install, operate and maintain upon the property of Applicant, such facilities as PG&E deems necessary for its performance under this Agreement, including any work incident to rendering service under this Agreement. All facilities installed pursuant to this license shall be, and remain, the property of PG&E. This license shall expire coincident with the expiration or termination of this Agreement and PG&E shall have a reasonable period of time to remove facilities installed pursuant to this Agreement and license.

9. ASSIGNMENT - Applicant may assign this Agreement only if PG&E consents in writing and only if the party to whom the Agreement is assigned is otherwise eligible to take service under the attached Rate Schedule, and agrees in writing to perform the obligations of Applicant hereunder and to be bound by this Agreement in all respects.

- 10. **COMMISSION JURISDICTION** - This Agreement shall be subject to all of PG&E's tariff schedules on file with and authorized by the California Public Utilities Commission (Commission) and shall at all times be subject to such changes or modifications as the Commission may direct from time to time in the exercise of its jurisdiction.
- 11. **MULTIPLE-METER GROUP** – A customer with multiple accounts on a single site (e.g., contiguous property, campus facilities, business park), are eligible for the E-CPP under the provisions stated in Schedule E-CPP. The customer's taxpayer identification number must be the same for each account participating in the E-CPP program under this provision and each account must be listed on the Demand Response Program Agreement, Attachment A.
- 12. **AGGREGATED GROUP** – A customer with multiple accounts at various locations may participate in E-DBP under the provisions stated in Schedule E-DBP. The customer's taxpayer identification number must be the same for each account participating in the E-DBP program (with the exception of the San Francisco Pilot Program) under this provision and each account must be listed on the Demand Response Program Agreement, Attachment A.
- 13. **SCHEDULE E-DBP NONDISCLOSURE AGREEMENT** -- Applicants for Schedule E-DBP must sign and abide by the Non-Disclosure Agreement Regarding Confidentiality of Certain Pacific Gas and Electric Company Price Data as set forth in Attachment F.
- 14. **DIRECT ACCESS PARTICIPANTS** - Direct Access Applicant is responsible for any and all costs associated with providing the interval data into the PG&E system on a daily basis, including any additional metering or communication devices that may need to be installed. If PG&E is the MDMA on behalf of the Energy Service Provider, no additional fees will be required of the Applicant.

My Energy Service Provider (ESP) is: _____.

- 15. As part of this agreement, the Applicant is submitting the following attachments, and have agreed to the terms there in (Check as applicable):

	Attached	Not Applicable
Attachment A – Account(s) Listing (Required for all Applicants)	<input checked="" type="checkbox"/>	
Attachment B – Multiple Program Participation (Required for all Applicants)	<input checked="" type="checkbox"/>	
Attachment C – No Insurance Declaration (E-BIP Applicants Only)	<input type="checkbox"/>	<input type="checkbox"/>
Attachment D – Essential Customer Declaration	<input type="checkbox"/>	<input type="checkbox"/>
Attachment E – Non-Disclosure Agreement Regarding Confidentiality of Certain Pacific Gas and Electric Company Price Data (E-DBP Applicants Only)	<input type="checkbox"/>	<input type="checkbox"/>
Attachment F – Non-Disclosure Certificate (E-DBP Applicants Only)	<input type="checkbox"/>	<input type="checkbox"/>

Executed this _____ day of _____, 200_____.

On Behalf of APPLICANT

On Behalf of PACIFIC GAS AND ELECTRIC

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

(Type or Print Name)

(Type or Print Name)

Title: _____

Title: _____

Attachments: Rate Schedule(s) _____

ATTACHMENT A
ACCOUNT(S) LISTING

REFERENCE:

Cordaptix Account ID _____
 Service Agreement ID _____
 Area/Division _____
 Acct. Rep. _____
 Rep. Ph. No. _____

- (Check one)
- The following single account will be participating in the designated program listed below.
 - The following accounts below will be participating as a Multiple Meter Group. Participants must supply their Federal Tax Identification number and all accounts participating as an aggregated group below.¹
 - The following accounts below will be participating in E-DBP as an Aggregated Group. Participants must supply their Federal Tax Identification number and all accounts participating as an aggregated group below.²
 - The following accounts below are listed under the same business name and Federal Tax Identification number and will participate individually under the designated program(s).³

If you are submitting more than one account, please provide your Federal Taxpayer Identification Number: _____

Account Information		Program Options				Transitional Incentive ⁴	
Cordaptix Account ID	Service Agreement ID	Current Rate Schedule	E-BIP FSL (kW) ⁵	E-BIP Option (A or B) ⁶	E-SLRP CRA (kW) ⁷	E-SLRP Option(s) (1A-5C) ⁸	CPP's 14 Months Rate Protection
			kW	<input type="checkbox"/> A <input type="checkbox"/> B	kW		<input type="checkbox"/> Accept <input type="checkbox"/> Decline
			kW	<input type="checkbox"/> A <input type="checkbox"/> B	kW		<input type="checkbox"/> Accept <input type="checkbox"/> Decline
			kW	<input type="checkbox"/> A <input type="checkbox"/> B	kW		<input type="checkbox"/> Accept <input type="checkbox"/> Decline
			kW	<input type="checkbox"/> A <input type="checkbox"/> B	kW		<input type="checkbox"/> Accept <input type="checkbox"/> Decline
			kW	<input type="checkbox"/> A <input type="checkbox"/> B	kW		<input type="checkbox"/> Accept <input type="checkbox"/> Decline
			kW	<input type="checkbox"/> A <input type="checkbox"/> B	kW		<input type="checkbox"/> Accept <input type="checkbox"/> Decline
			kW	<input type="checkbox"/> A <input type="checkbox"/> B	kW		<input type="checkbox"/> Accept <input type="checkbox"/> Decline
			kW	<input type="checkbox"/> A <input type="checkbox"/> B	kW		<input type="checkbox"/> Accept <input type="checkbox"/> Decline
			kW	<input type="checkbox"/> A <input type="checkbox"/> B	kW		<input type="checkbox"/> Accept <input type="checkbox"/> Decline
			kW	<input type="checkbox"/> A <input type="checkbox"/> B	kW		<input type="checkbox"/> Accept <input type="checkbox"/> Decline
			kW	<input type="checkbox"/> A <input type="checkbox"/> B	kW		<input type="checkbox"/> Accept <input type="checkbox"/> Decline
			kW	<input type="checkbox"/> A <input type="checkbox"/> B	kW		<input type="checkbox"/> Accept <input type="checkbox"/> Decline

ATTACHMENT A
ACCOUNT(S) LISTING *(continued)*

Notes

1. Customers with Multiple Meters on a single site (e.g., contiguous property, campus facilities, business park), are eligible for the E-CPP demand response program with accounts on the premises that are less than 200 kW average demand, provided at least one of the customer's accounts is great than 200 kW average demand and is participating in the program. The primary account shall be listed first on Attachment A. Each individual service account must be on an applicable rate schedule, have interval metering in place, and take service under the same Federal Taxpayer Identification number. Refer to Schedule E-CPP for additional program requirements for Multiple Meter groups.
2. A customer with multiple accounts at various locations may participate in E-DBP under the provisions stated in Schedule E-DBP. The primary account shall be listed first on Attachment A. Each individual service account must be on an applicable rate schedule, have interval metering in place, and take service under the same corporate Federal Taxpayer Identification number. Refer to Schedule E-DBP for additional program requirements for Aggregated Groups.
3. Customers with more than one account with the same business name and the same Federal Taxpayer Identification number, may check this box and list all participating accounts on the table.
4. CPUC Decision 03-03-051 authorized transitional incentives for Schedule E-CPP that will be available until December 31, 2005, or until funding is exhausted. Applicants for Schedule E-CPP may elect to receive the Fourteen (14) Month Rate Protection option See rate schedule for incentive description.
5. Schedule E-BIP applicants must designate the number of kilowatts ("firm service level") by which they will reduce their load during an E-BIP event operation.
6. Schedule E-BIP applicants must elect program Option A or B, as described in Schedule E-BIP.
7. Schedule E-DBP applicants may designate a pre-bid amount in dollars per kilowatt in which they will only be notified of an E-DBP event when the price trigger meets or exceeds their specified pre-bid amount.
8. Schedule E-SLRP applicants must designate a Committed Reduction Amount (CRA) in kilowatts by which they will reduce their load during an E-SLRP program operation.
9. Schedule E-SLRP applicants must elect a specific SLRP option(s) that corresponds with the day of the week and the time the applicant agrees to reduce load. E-SLRP participants will be required to curtail only during the summer season (June 1 through September 30) during the time period that corresponds with the customer's elected SLRP option(s). Applicants may elect up to three of the SLRP options per week, with no more than two of the SLRP options occurring during the same time period. See Schedule E-SLRP for program options.

Initials: _____

REFERENCE:

Cordaptix Account ID _____
Service Agreement ID _____
Area/Division _____
Acct. Rep. _____
Rep. Ph. No. _____

ATTACHMENT C
NO INSURANCE DECLARATION
(E-BIP APPLICANTS ONLY)

Applicant hereby declares that Applicant does not currently have, nor will obtain, any insurance for the purpose of paying non-compliance penalties for willful failure to comply with requests for curtailments under PG&E's Demand Response Programs.

Applicants with any such policy will be terminated from the Program(s), and will be required to pay back any incentives that Applicant received for the period covered by the insurance. If the period cannot be determined, the recovery shall be for the entire period Applicant was on the Program(s).

I hereby state that I am the _____(title) of _____(Company), and am authorized to make this declaration on behalf of my Company at the following location.

Initials: _____

REFERENCE:

Cordaptix Account ID _____
Service Agreement ID _____
Area/Division _____
Acct. Rep. _____
Rep. Ph. No. _____

ATTACHMENT D
ESSENTIAL CUSTOMER DECLARATION

To the best of my understanding, I understand that my Company is considered an Essential Customer at the location stated above under the California Public Utilities Commission's rules and is exempt from rotating outages. I declare that I have voluntarily elected to participate in a PG&E Demand Response program for part of my electrical load based on adequate back-up generation or other means to interrupt load when requested by PG&E, while continuing to meet my essential needs. I acknowledge that I have not committed more than fifty percent (50%) of my average peak load under all Demand Response programs for each participating account.

I hereby state that I am the _____ (title) of _____ (Company), and am authorized to make this declaration on behalf of my Company at the following location.

Initials: _____

REFERENCE:

Cordaptix Account ID _____
Service Agreement ID _____
Area/Division _____
Acct. Rep. _____
Rep. Ph. No. _____

ATTACHMENT E
NON-DISCLOSURE AGREEMENT REGARDING CONFIDENTIALITY
OF CERTAIN PACIFIC GAS AND ELECTRIC COMPANY PRICE DATA
(E-DBP APPLICANTS ONLY)

This Non-Disclosure Agreement (Agreement) is entered into between Pacific Gas and Electric Company (PG&E), a California Corporation, and _____ (Customer).

1. This Agreement shall govern access to and the use by Customer of all PG&E power price forecast data ("Protected Data" as more fully defined herein) provided to Customer in connection with Customer's participation in PG&E's Demand Bidding Program (DBP). Notwithstanding any termination of the DBP, this Protective Order shall remain in effect until it is specifically modified or terminated by PG&E.
 - (a) The term "Protected Data" means the day-ahead forecast of PG&E's hourly power prices and/or price offer provided to Customer as part of Customer's participation in the DBP. Protected Data includes all copies of the hourly power prices, and all notes or analyses incorporating, containing, or derived from the hourly power prices. Protected Data includes, but is not limited to, information created, stored, or transmitted in electronic form.
 - (b) Protected Materials shall not include: (i) any information or document contained in the public files of the California Public Utilities Commission (CPUC) or any other state or federal agency, or in any state or federal court, unless such information or document has been determined to be protected by such agency or court; or (ii) information that is public knowledge, or which becomes public knowledge, other than through disclosure in violation of this Agreement.
 - (c) The term "Non-Disclosure Certificate" shall mean the certificate annexed hereto as Attachment F by which persons who have been granted access by Customer to the Protected Data shall, as a condition of such access, certify their understanding that such access is provided pursuant to the terms and restrictions of this Agreement, and that such persons have read such Agreement and agree to be bound by it. All Non-Disclosure Certificates shall be retained by Customer and made available to PG&E upon request.
 - (d) A Reviewing Representative shall mean any person, including any employee or consultant of Customer, who is engaged in activities (including the direct supervision of a person so engaged) relating to advising Customer or preparing Customer in connection with Customer's participation in the DBP and who is not a Market Participation Representative as defined below.
 - (e) A Market Participation Representative shall include any person, including any employee or consultant of Customer, who is engaged in activities (including the direct supervision of a person so engaged), for Customer or others, relating to the purchase, sale or marketing of energy or capacity, or the bidding on or purchasing of power plants or consulting on such matters, but shall explicitly exclude the activities of advising customers on utility rates, Direct Access transactions, and/or demand response programs.
2. Access of Reviewing Representatives to Protected Data shall be granted only pursuant to the terms of this Agreement. Any person who is a Market Participation Representative shall not be granted access to Protected Data.
3. Within thirty (30) days after receiving Protected Data, Customer shall return or destroy the Protected Data. Upon request by PG&E, an officer of customer shall also submit to PG&E an affidavit stating that, to the best of declarant's knowledge, all Protected Data have been returned or destroyed. To the extent Protected Data is not returned or destroyed pursuant to this paragraph, it shall remain subject to this Agreement.

4. In the event Customer receives a request from a state or federal governmental agency or via a judicial subpoena for the production of the Protected Data in Customer's possession, the Customer will immediately notify PG&E of such request. Customer and PG&E shall cooperate in opposing the request or requiring the continued confidential treatment of the requested data by the requesting agency.
5. Protected Data shall be treated as confidential by Customer and each Reviewing Representative in accordance with the certificate executed pursuant to Paragraph 2(c) hereof. Protected Materials shall not be used except as necessary for the purpose of assisting in Customer's effective participation in the DBP and shall not be disclosed in any manner to any person except other Reviewing Representatives who are engaged in Customer's participation in DBP and who need to know the information in order to carry out their responsibilities.
6. In the event that a Reviewing Representative to whom Protected Data is disclosed ceases to be engaged in activities concerning PG&E's DBP, access to Protected Data by that person shall be terminated. Even if no longer engaged in such reviews, every such person shall continue to be bound by the provisions of this Agreement and the Non-Disclosure Certificate. No Reviewing Representative may engage in any activities which would define him or her as a Market Participation Representative for a period of 30 days after ceasing his or her Reviewing Representative duties. Customer agrees to use best efforts to inform PG&E immediately, in writing, if Customer becomes aware that a former Reviewing Representative has engaged in Market Participation Representative activities sooner than 30 days after ceasing his or her Reviewing Representative activities.
7. All disputes arising under this Agreement shall be presented for resolution to the CPUC in the first instance. Prior to presenting any such dispute to the CPUC, the parties to the dispute shall use their best efforts to resolve it informally. Neither PG&E nor the Customer waives its right to seek additional administrative or judicial remedies in the event the CPUC acts or declines to act regarding the dispute.
8. Neither PG&E nor Customer waives its right to pursue any other legal or equitable remedy that may be available in the event of actual or anticipated disclosure of Protected Data.
9. PG&E and Customer may agree at any time to remove the "Protected Data" designation from any material if, in their mutual opinion, its confidentiality is no longer required.
10. PG&E shall not be liable to Customer for any liability or damage, of any kind, incurred or sustained by Customer, including for claims against Customer by third parties, as a result of use by Customer of the Protected Data.
11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California.
12. This Agreement contains the entire understanding between the parties with respect to the Protected Data. No change or modification shall be made effective unless in writing and signed by an authorized representative of each party.
13. This Agreement is subject to change or modification by the CPUC.

Initials: _____

REFERENCE:

Cordaptix Account ID _____
Service Agreement ID _____
Area/Division: _____
Acct. Rep. _____
Rep. Ph. No. _____

ATTACHMENT F
NON-DISCLOSURE CERTIFICATE
(E-DBP APPLICANTS ONLY)

I, _____(individual's name), have been retained or designated by _____(Customer) to review certain materials that have been designated as "Protected Data" under the terms of the **NON-DISCLOSURE AGREEMENT REGARDING CONFIDENTIALITY OF CERTAIN PACIFIC GAS AND ELECTRIC COMPANY PRICE DATA** entered into between _____(Customer) and Pacific Gas and Electric Company on _____(date). (the Agreement).

1. I hereby certify my understanding that access to Protected Data is provided to me pursuant to the terms and restrictions of the Agreement, that I have been given a copy of and have read the Agreement, and that I agree to be bound by it. I understand that the Protected Data, any notes or other memoranda, or any other form of information that copies or discloses Protected Data shall not be disclosed to anyone other than in accordance with the Agreement. I acknowledge that a violation of the terms of the Agreement also constitutes a violation of an order of the California Public Utilities Commission.
2. I understand that my review of Protected Data is solely for the purpose of assisting Customer in participating in PG&E's Demand Bidding Program, and that any other use or disclosure of Protected Data by me is a violation of the Agreement.

Dated: _____

BY: _____

TITLE : _____



Pacific Gas and Electric Company
San Francisco, California

Original
Cancelling

Original

Cal. P.U.C. Sheet No.

22867-E

Cal. P.U.C. Sheet No.

21691-E

PACIFIC GAS AND ELECTRIC COMPANY
CUSTOMER AGREEMENT AND PASSWORD AGREEMENT
GOVERNING USE OF INTERNET-BASED SOFTWARE
FORM NO. 79-977 (2/05)
(ATTACHED)

(T)

(Continued)

Advice Letter No. 2623-E
Decision No.

Issued by
Karen A. Tomcala
Vice President
Regulatory Relations

Date Filed February 7, 2005
Effective _____
Resolution No. _____



Pacific Gas and Electric Company

Customer Agreement and Password Agreement Governing Use of Internet-Based Software

DISTRIBUTION:

- PARTICIPANT (Original)
- ACCOUNT SERVICES
- CUSTOMER BILLING
- RATES & TARIFFS (Original)
- CUSTOMER ENERGY MGMNT

REFERENCE:

Cordaptix ID _____
 Service Account ID _____
 Area/Division _____
 Acct. Rep. _____
 Rep. Ph. No. _____

This agreement is dated this _____ day of _____, 2____ and is entered into, by and between: _____, having its registered and principal place of business located at _____ ("Customer"), and Pacific Gas and Electric Company ("PG&E").

This agreement outlines the respective duties and responsibilities of Customer and PG&E related to Customer's use of an Internet-Based Software. If the Customer is also participating in PG&E's Demand Response Programs this agreement will be in conjunction with PG&E's Demand Response Program Agreement(s) (DRPA) and its tariffs. This agreement covers Customer's specific facilities located at:

 (List multiple-meter accounts on Page 4 of this Agreement)

GENERAL TERMS AND CONDITIONS

Term: This agreement shall become effective as of the date first indicated above and shall continue in full force unless otherwise terminated as provided under this Agreement or as specified in the appropriate PG&E tariffs governing PG&E's Demand Response Programs.

Internet-Based Software Participation: Customer agrees they have read and accept the Conditions of Use agreement governing use of the Internet-Based Software posted electronically via a 'click-through' agreement located at <https://inter-act.pge.com> or <https://emeter.pge.com> ("Conditions of Use"), including but not limited to the "Use of the Service" and "No Warranties" sections as well as the provision providing for amendment to the Conditions of Use agreement from time to time.

Load Data: Customers understand that the information provided by the Internet-Based Software will consist of interval metering data directly measured from a PG&E interval meter located at the specific facility noted above. PG&E will determine which internet site the Customer's interval meter data will be located. Customer understands and accepts that metering data in the Internet-Based Software is "raw" meter quality data that has not been validated or edited for final billing calculations. Therefore, the data may not directly correlate to Customer's final billing usage.

Customer Technical Requirements: The Customer must have an interval meter installed at the specific facility noted above or on Page 4 for multiple-meter customer group(s) (CPP and DBP Applicants only).

For use of the Internet-Based Software the following hardware and software is required and must be installed at Customer's facility:

- Windows 95/98/NT/2000 compliant system
- Microsoft Internet Explorer 5.01 Web browser (or above)
- 32MB RAM
- 10MB available disk space
- 17" monitor or larger
- Video card capable of supporting 1024x768 resolution

Termination: PG&E reserves the right to terminate this agreement at any time as provided in the electronic Conditions of Use governing use of the Internet-Based Software. This contract shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California as said Commission may, from time to time, direct in the exercise of its jurisdiction.

Your Password: Customer will have a user name and password to access the Internet-Based Software. Customer agrees to safeguard the Customer's user name and password in a manner consistent with the electronic Conditions of Use governing use of the Internet-Based Software. In addition, Customer agrees:

1. Any Password provided to Customer is permitted solely as an administrative convenience to Customer, which will be solely responsible for the monitoring and use of any such password and, without limitation, PG&E will have no responsibility whatsoever for controlling or monitoring the use of such Passwords and no liability for any use of such Passwords.
2. Customer shall be solely responsible for any and all acts or omissions with respect to access and use of the Internet-Based Software (including the execution of transactions) by any person using the Password, and it shall only provide the Passwords to its employees and others who are authorized by Customer to access and use the Internet-Based Software and not to any unauthorized third parties. Customer will implement and enforce reasonable measures to protect the confidentiality of the Password and shall immediately notify PG&E of any unauthorized disclosure or use of the Passwords.
3. Any Terms and Conditions and any transactions executed using the Internet-Based Software, and all records of such, will be deemed to be "in writing" and to have been "signed" for all purposes. Customer agrees to be bound by any transaction executed using the Internet-Based Software and by any person using the passwords, subject to and in accordance with the terms of this Agreement, the Customer's Interruptible Program Agreements and related tariffs.

Indemnity: Customer agrees to indemnify PG&E, its officers, directors, agents and employees against all loss, expense, and liability resulting from injury to, or death of persons, and injury to property, arising out of or any way connected with the performance of this Agreement.

SPECIFIC TERMS AND CONDITIONS FOR PARTICIPATION IN PG&E'S LOAD MANAGEMENT PROGRAMS

General: For Customers that participate in PG&E's Demand Response Programs (excluding PG&E's Non-Firm Service Programs), in addition to all of the above, the following will also apply:

Account Listing: The terms and conditions of this contract will apply to all accounts that are listed in Attachment A of the Demand Response Program Agreement (Form 79-976). The primary account shall be listed on page one of this agreement.

Demand Response Programs: All requirements for specific load reductions, Customer obligations and Curtailment Event parameters are outlined in the specific program tariffs for Schedule E-BIP – Base Interruptible Program (E-BIP), Schedule E-CPP – Critical Peak Pricing Program (E-CPP), Schedule E-DBP – Demand Bidding Program (E-DBP), Schedule E-SLRP – Scheduled Load Reduction Program (E-SLRP), Schedule E-OBMC - Optional Binding Mandatory Curtailment Program (E-OBMC) and Schedule E-POBMC - Pilot Optional Binding Mandatory Curtailment Program (E-POBMC). Customer agrees to all terms and conditions specified in these and all other applicable PG&E tariffs.

Multiple Meter Group – A customer with multiple accounts on a single site (e.g., contiguous property, campus facilities, business park), are eligible for the E-CPP under the provisions stated in Schedule E-CPP. The customer's taxpayer identification number must be the same for each account participating in the E-CPP program under this provision and each account must be listed on Attachment A.¹

Aggregated Group – A customer with multiple accounts at various locations may participate in E-DBP under the provisions stated in Schedule E-DBP. The customer's taxpayer identification number must be the same for each account participating in the E-DBP program under this provision (except the San Francisco Pilot Program) and each account must be listed on Attachment A.²

Load Data and Notification: Customers understand that they must utilize the Internet-Based Software located at <https://inter-act.pge.com> for load curtailment event notifications, curtailments, and communications.

Load Reduction Calculation: While the data provided by the Internet-Based Software may not match billing quality data, Customer understands and agrees that for purposes of load reduction and incentive payments from E-BIP, E-CPP, E-DBP, E-SLRP, E-OBMC, E-POBMC, or any other Demand Response Programs covered under this agreement, the interval data posted to the internet-based software will be treated as final and that all incentive payment calculations will be based on this data.

Communication of Load Curtailment Events: For those Customers participating in PG&E's Demand Response Programs, PG&E's Internet-Based Software will communicate the Curtailment Events (issued by the ISO or PG&E) ("Event") to the Customer in a manner outlined in the specific program tariff(s). The Event will be communicated to the customer via the Internet-Based Software in the form of an e-mail and/or an e-page. Customer will then have the obligation to log-in to the Internet-Based Software in a timely manner to receive the specific details of the Event for Customer action. PG&E will make reasonable efforts to communicate ongoing system conditions in conjunction with the ISO's or PG&E's electric emergency conditions. At minimum, PG&E will communicate as described in its relevant Load Management Programs.

Customer Testing Requirement: PG&E may require Customer to participate in curtailment tests to ensure Internet-Based Software reliability and load reduction performance. Customer agrees to participate in the test(s) and reduce actual load as specified under each curtailment program(s) specified in its Interruptible Program Agreement for the event time prescribed. PG&E will make reasonable efforts to coordinate the test with any Curtailment Events that may occur during that time in an effort to lessen any impact on Customer's operations.

1.1.1 DEFINITIONS

Curtailment Event: A load reduction event, which will be called as directed by the ISO or PG&E under the terms and conditions prescribed in PG&E's specific programs tariff(s) as approved by the California Public Utilities Commission (CPUC).

Customer: A participating Customer described by a single account at a specified facility.

Internet-Based Software: The software the Customer uses to view usage data. For Customers participating in PG&E's Load Management Programs, the software the Customer is required to use is located at <https://inter-act.pge.com>.

ISO: Independent System Operator responsible for the operation of the State of California's electric transmission system and implementation of the State of California's electric emergency plan.

Load Reduction: The amount of energy removed from a facility's total connected load as described in the terms of kilowatt (kW), kilowatt hour (kWh), megawatt (MW), or megawatt hour (MWh).

This Agreement is effective as of the date specified.

On Behalf of CUSTOMER

By: _____
(Authorized Signature)

(Type or Print Name)

Title: _____

Date: _____

On Behalf of PACIFIC GAS AND ELECTRIC

By: _____
(Authorized Signature)

(Type or Print Name)

Title: _____

Date: _____



TABLE OF CONTENTS—SAMPLE FORMS
(Continued)

FORM NO.	DATE SHOWN ON FORM	AGREEMENT/CONTRACT TITLE	CPUC SHEET NO.
MISCELLANEOUS			
62-0562	11/97	Gas and Electric Facilities Transfer Agreement	14806-E
62-0579	6/02	Construction Change Order	18931-E
62-4501		Absolving Service Agreement	3190-E
62-4527	1/91	Agreement to Perform Tariff Schedule Related Work	11598-E
62-4778	12/89	Cancellation of Contract	11047-E
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Decision No.

Issued by
Karen A. Tomcala
Vice President
Regulatory Relations

Date Filed February 7, 2005
Effective _____
Resolution No. _____



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Aglet Consumer Alliance
Agnews Developmental Center
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Alcantar & Elsesser
Anderson Donovan & Poole P.C.
Applied Power Technologies
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BART
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Constellation New Energy
Cooperative Community Energy
CPUC
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CSC Energy Services
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GLJ Energy Publications
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