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July 10, 2006

**Advice 2856-E**

(Pacific Gas and Electric Company ID U 39 E)

**Subject: New Standby Special Condition 15 for Customers under California  
Independent System Operator Station Power Protocol in  
Compliance with FERC Order**

Public Utilities Commission of the State of California

Pacific Gas and Electric Company (PG&E) hereby submits for filing revisions to its electric tariffs. The revised standby tariff and the accompanying Special Agreement for Standby Service (Form 79-285) are enclosed in Attachment 1.

**Purpose**

The purpose of this filing is to make revisions to both Schedule S and PG&E's Special Agreement for Standby Service to comply with the Federal Energy Regulatory Commission's (FERC's) February 17, 2006 Order.<sup>1</sup> PG&E requests a June 1, 2006, effective date, to correspond with the implementation of the California Independent System Operator Corporation's (CAISO's) Station Power Protocol (SPP) with respect to one of PG&E's customers.

**Background**

On September 1, 2004, Duke Energy Moss Landing LLC ("Duke") filed a complaint with FERC challenging the treatment of station power under the CAISO tariff.<sup>2</sup> In its September 22, 2004, response, the CAISO recognized that its tariff was not in compliance with the FERC's station power policies and hence, requested the opportunity to collaborate with stakeholders to develop an appropriate proposal, in line with the FERC's precedents, with respect to self-supply of station power.

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<sup>1</sup> *California Independent System Operator Corp.*, 114 FERC 61,176 (2006), *rehearing pending*.

<sup>2</sup> Complaint, *Duke Energy Moss Landing LLC v. California Independent System Operator Corp.*, Docket No. EL04-130-000 (Sept. 1, 2004).

After a stakeholder process, on April 18, 2005, the CAISO filed Amendment No. 68 to its Tariff, which included the SPP and proposed additional modifications intended to comply with the FERC's directive on station power self-supply.<sup>3</sup>

In addition to the contemporaneous on-site self-supply already authorized by the Tariff's existing provision for permitted netting,<sup>4</sup> Amendment No. 68 proposed to allow on-site self-supply of station power from on-site resources as well as remote self-supply from facilities within the station power portfolio on a non-contemporaneous basis. Self-supply power allows generation owners to net their wholesale electric generation against what would otherwise be retail purchases of energy from the power grid. The netting period, initially proposed by the CAISO as a fifteen-minute period, was subsequently increased to a monthly netting period. In its proposal, the CAISO stated that station power that supplied through permitted netting would not need to be scheduled or be subject to metered demand or transmission access charges. In contrast, station power supplied through remote self-supply or third-party supply would be required to be scheduled and be subject to metered demand and transmission access charges.

On June 22, 2005, FERC issued an Order conditionally accepting the CAISO's Amendment No. 68 and allowing the CAISO to defer the effective date of SPP implementation until the new Settlement and Market Clearing System (SAMC) was implemented, scheduled for July 1, 2006.<sup>5</sup> The Order also held that if the SAMC was not ready by the July 1, 2006, effective date, then the CAISO should employ manual tools to accomplish the billing and validation functions. FERC also held that the CAISO must eliminate provisions from its Tariff regarding permitted netting.

Several parties, including Duke<sup>6</sup>, Constellation Generation Group LLC (Constellation)<sup>7</sup> and Southern California Edison (SCE)<sup>8</sup> sought rehearing. Duke and Constellation argued that the implementation date be advanced using the CAISO's existing settlement system by no later than March 31, 2006. SCE contested the June 22, 2005 FERC Order prohibiting permitted netting, among other things.

On February 17, 2006, the FERC issued an Order granting the rehearing requests of Duke and Constellation and directing the CAISO to implement the SPP by April

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<sup>3</sup> The SPP was included in the CAISO tariff as Amendment No. 68 issued by the CAISO on March 16, 2006.

<sup>4</sup> Permitted netting allows a generator to continuously net the power produced on site with the load on site, and thus the generator need only schedule its net output.

<sup>5</sup> *California Independent System Operator Corp.*, 111 FERC ¶ 61,452 (2005).

<sup>6</sup> Request for Rehearing of Duke Energy Moss Landing LLC, *California Independent System Operator Corp.*, Docket No. ER05-849-002 (July 22, 2005).

<sup>7</sup> Request for Rehearing of Constellation Generation Group LLC, *California Independent System Operator Corp.*, Docket No. ER05-849-002 (July 22, 2005).

<sup>8</sup> Request for Rehearing of Southern California Edison Co., *California Independent System Operator Corp.*, Docket No. ER05-849-002 (July 22, 2005).

1, 2006.<sup>9</sup> The Rehearing Order did not address SCE's request to permit the CAISO to maintain the current program with regard to permitted netting but stated that the issue would be addressed in a later Order.

The CAISO filed a revised Tariff in a compliance filing on March 16, 2006, in accord with FERC's Order to implement the SPP by April 1, 2006, and a motion to stay the requirement that the CAISO remove permitted netting.<sup>10</sup> According to the revised Tariff, the CAISO indicated that it would post procedures under which potential SPP applicants could apply.

On May 15, 2006, the CAISO held a workshop to discuss SPP implementation issues, which PG&E, SCE and San Diego Gas and Electric (SDG&E), and the California Public Utilities Commission attended. Several issues relating to the implementation of the SPP were discussed including timely submission of validated data to the IOUs and the submission of metered data on a fifteen-minute interval rather than the current CAISO ten-minute interval requirement.

As of the date of this filing, the CAISO has authorized one PG&E customer to participate in the SPP. Pursuant to discussions with that customer, PG&E believes that that customer agrees to the provisions of PG&E's proposed standby tariff, Schedule S, Special Condition 15.

### **Tariff Revisions**

Revisions are made to both Schedule S and the accompanying standby agreement (Form 79-285).

In compliance with the FERC orders, Special Condition 15 is added to Schedule S for customers operating under the CAISO SPP. Under the provisions of Special Condition 15, customers operating under the CAISO SPP may avoid certain distribution and/or transmission charges if in the process of serving station load, no distribution and/or transmission facilities are used. Special Condition 15 also provides that where a customer completely self-supplies station power as evaluated over the monthly netting period through on-site self-supply, the customers may avoid charges for retail energy. Where a customer self-supplies station power through remote self-supply, PG&E will charge for transmission and/or distribution for whatever transmission or distribution facilities are used. If a customer's total generation, including on-site and remote self-supply, over the monthly period are insufficient to cover total load, the customer will pay all usual retail standby service charges for the amount that it was insufficient, and PG&E will charge that customer a reservation charge as defined in Special Condition 1 of Schedule S.

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<sup>9</sup> The CPUC and SCE requested rehearing on other issues, and FERC has not yet issued an order on rehearing.

<sup>10</sup> FERC granted the stay of the requirement to eliminate permitted netting on March 31, 2006. *California Independent System Operator Corp.*, 114 FERC ¶ 61,339 (2006).

A one-time five hundred dollar (\$500.00) administrative fee will be assessed to all customers applying for service under Special Condition 15 to cover the cost of setting up the account, including associated billing and settlement procedures, under this option.

Option 5 has been added to PG&E's standby agreement for customers operating under the CAISO SPP. Option 5 simply provides a new option for these customers as none of the four existing options is appropriate.

Eligibility Change Notice has also been added as a new item in the standby agreement's Terms and Conditions section. This new provision requires the customer to notify PG&E within ten business days from the date that there is any change in the customer's eligibility in the option selected.

### **Protests**

Anyone wishing to protest this filing may do so by sending a letter by **July 30, 2006**, which is 20 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, 4<sup>th</sup> Floor  
San Francisco, California 94102

Facsimile: (415) 703-2200  
E-mail: [jjr@cpuc.ca.gov](mailto:jjr@cpuc.ca.gov) and [jjj@cpuc.ca.gov](mailto:jjj@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 Cherry  
Vice President, Regulatory Relations  
77 Beale Street, Mail Code B10C  
P.O. Box 770000  
San Francisco, California 94177

Facsimile: (415) 973-7226  
E-mail: [PGETariffs@pge.com](mailto:PGETariffs@pge.com)

**Effective Date**

As noted above, PG&E requests that this advice filing become effective **June 1, 2006**.

**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 the Interruptible Rulemaking (R.) 00-10-002, Phase 2. Address changes should be directed to Rose de la Torre at (415) 973-4716. Advice letter filings can also be accessed electronically at:

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



Vice President, Regulatory Relations

Attachments

cc: Service List R.00-10-002, Phase 2

# CALIFORNIA PUBLIC UTILITIES COMMISSION

## ADVICE LETTER FILING SUMMARY ENERGY UTILITY

MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No. Pacific Gas and Electric Company U39E

Utility type:

ELC       GAS  
 PLC       HEAT       WATER

Contact Person: Shilpa Ramaiya

Phone #: (415) 973-3186

E-mail: srrd@pge.com

### EXPLANATION OF UTILITY TYPE

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

(Date Filed/ Received Stamp by CPUC)

Advice Letter (AL) #: **2856-E**

Subject of AL: **New Standby Special Condition 15 for Customers under California Independent System Operator Station Power Protocol in Compliance with FERC Order**

Keywords (choose from CPUC listing): Standby Service

AL filing type:  Monthly  Quarterly  Annual  One-Time  Other \_\_\_\_\_

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution:

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL \_\_\_\_\_

Summarize differences between the AL and the prior withdrawn or rejected AL<sup>1</sup>: \_\_\_\_\_

Resolution Required?  Yes  No

Requested effective date: **6-1-2006**

No. of tariff sheets: 8

Estimated system annual revenue effect: (%): N/A

Estimated system average rate effect (%): N/A

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected: Schedule S – Standby; Sample Form 79-285

Service affected and changes proposed<sup>1</sup>: See advice letter

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

**Protests and all other correspondence regarding this AL are due no later than 20 days after the date of this filing, unless otherwise authorized by the Commission, and shall be sent to:**

**CPUC, Energy Division**

**Attention: Tariff Unit**

**505 Van Ness Ave.,**

**San Francisco, CA 94102**

**[jjr@cpuc.ca.gov](mailto:jjr@cpuc.ca.gov) and [jnj@cpuc.ca.gov](mailto:jnj@cpuc.ca.gov)**

**Utility Info (including e-mail)**

**Attn: Brian K. Cherry**

**Director, Regulatory Relations**

**77 Beale Street, Mail Code B10C**

**P.O. Box 770000**

**San Francisco, CA 94177**

**E-mail: [PGETariffs@pge.com](mailto:PGETariffs@pge.com)**

<sup>1</sup> Discuss in AL if more space is needed.

**ATTACHMENT 1  
Advice 2856-E**

<b>Cal P.U.C. Sheet No.</b>	<b>Title of Sheet</b>	<b>Cancelling Cal P.U.C. Sheet No.</b>
25061-E	Schedule S--Standby Service	New
25062-E	Schedule S (Cont.)	New
25063-E	Schedule S (Cont.)	New
25064-E	Schedule S (Cont.)	New
25065-E	Sample Form 79-285--Special Agreement for Electrical Standby Service (Schedule S)	21546-E
25066-E	Table of Contents -- Sample Forms	21547-E
25067-E	Table of Contents -- Rate Schedules	25053-E
25068-E	Table of Contents -- Rate Schedules	25054-E



SCHEDULE S—STANDBY SERVICE

SPECIAL  
CONDITIONS:  
(Cont'd.)

- 15. STANDBY SERVICE FOR STATION LOAD SELF-SUPPLY: This Special Condition 15 is applicable to customers operating under the California ISO (CAISO) tariff, Station Power Protocol (SPP). Customers taking service under this Special Condition 15 may, in each calendar month, net energy deliveries against Station Power (see "Definitions" below).

Only Station Power associated with generating units in the CAISO control area that are part of a CAISO-approved Station Power Portfolio, may participate in Self-Supply under this Special Condition 15. Qualifying Self-Supply is limited to energy provided by generating units in the CAISO-approved Station Power Portfolio. Load supplied by other generating units in the Station Power Portfolio, where such service requires the use of the CAISO-controlled grid, regardless of Net Output, will be assessed distribution and/or transmission charges depending on the facilities employed.

With the exception of such distribution or transmission charges or if there had been a negative Net Output in the previous twelve months, If a customer Self-Supplies its Station Power in a given Netting Period, the customer shall not be assessed standby charges for that month under this Schedule S, unless there is a negative Net Output or insufficient supply to serve Station Load. If there is negative Net Output, the customer shall be responsible for payment of all charges associated with retail standby for Station Load for the energy shortfall including the reservation capacity charge as defined in Special Condition 1 of this Schedule S.

Customers participating in the CAISO SPP must sign PG&E's Special Agreement for Electrical Standby Service for Station Self-Supply (Form 79-285).

**Commencement of Rate:** Customers requesting service under SPP are required to notify PG&E of their eligibility for this service. Eligible customers shall be billed either one billing period after receipt and approval of the customer's SPP application, or the date of verification by PG&E of customer's eligibility under the SPP. Customer shall be assessed a one-time administrative fee of \$500.00 to set up the account under Special Condition 15.

**Verification:** Information provided by the customer is subject to verification by PG&E. Refusal or failure of a customer to provide eligibility information upon request by PG&E in the form of written approval or certification by the CAISO shall delay the provisions of service under Special Condition 15.

**Eligibility Change Notice:** It is the customer's responsibility to notify PG&E if there is a change in the customer's eligibility status. The customer must notify PG&E within ten business days from the date that there is any change in the customer's eligibility under Schedule S, Special Condition 15. Customers shall be rebilled during periods of ineligibility under the provisions of retail standby service under this Schedule S.

(Continued)



SCHEDULE S—STANDBY SERVICE

SPECIAL  
CONDITIONS:  
(Cont'd.)

15. STANDBY SERVICE FOR STATION LOAD SELF-SUPPLY: (Cont'd.)

**Billing:** All customer usage will be based on metered data in a Netting Period.

- Ratcheted Reservation Capacity (RRC): The RRC will be set to zero when the customer first qualifies for service under Special Condition 15. If there is a negative Net Output, thereafter, the RRC will be determined by averaging the kW demand during a 15-minute interval. The highest demand determined during any 15-minute interval within the Netting Period will be the RRC for the following twelve months unless a higher demand is registered in subsequent Netting Periods.
- Meter data allocated to On-Site Self-Supply load ID, Remote Self-Supply load ID, and Third Party Supply load ID which is used for billing under Special Condition 15 is provided by the CAISO and is not subject to additional PG&E data validation.

**Metering:** Prior to receiving service under Special Condition 15, the customer shall:

- (a) Provide, own, install, and maintain all facilities necessary to accommodate any metering equipment specified by PG&E including any additional metering if the customer serves any non-Station Power load.
- (b) Provide consent to enable PG&E to receive the customer's metered data from the CAISO, including metered data for load associated with the On-Site Self-Supply Load ID, Remote Self-Supply Load ID, and Third Party Load ID. Such metered data received by PG&E from the CAISO shall be in acceptable format for billing under this Schedule.

**Dispute Resolution:** In the event that there is a dispute regarding the use of distribution facilities, both parties will work in good faith to reach agreement on the factual issue of whether distribution facilities were used. To the extent that agreement is not reached, the customer will begin participation in the SPP subject to rebilling of standby retail charges if a legal determination is made that distribution facilities were indeed employed.

(Continued)



SCHEDULE S—STANDBY SERVICE

SPECIAL  
CONDITIONS:  
(Cont'd.)

15. STANDBY SERVICE FOR STATION LOAD SELF-SUPPLY: (Cont'd.)

**DEFINITIONS:**

- A. Station Power Portfolio: One or more generation resources eligible to self-supply Station Power, including generating units in the CAISO control area and generating facilities outside of the CAISO control area, all of which are owned by the same entity.
- B. Self-Supply: Generating units within a Station Power Portfolio providing generation to serve Station Power load within the Station Power Portfolio either through On-Site Self-Supply or Remote Self-Supply.
- C. On-Site Self-Supply: Energy from a generating unit that is deemed to have Self-Supplied all or a portion of its Station Power load without use of the CAISO-controlled grid during the Netting Period.
- D. Remote Self-Supply: Positive Net Output from generating resources in the Station Power Portfolio that is deemed to have Self-Supplied Station Power load of other generating units in the Station Power Portfolio during the Netting Period, where such self-supply requires the use of the CAISO-controlled grid.
- E. Third-Party Supply: Energy that is deemed to have been purchased from third parties to supply Station Power load during the Netting Period.
- F. Net Output: The gross energy output from a generating unit less the Station Power requirements for such generating unit during the Netting Period, or the energy available to provide Remote Self-Supply from a generating facility in another control area during the monthly Netting Period.
- G. Netting Period: A calendar month representing the interval over which the Net Output of one or many generating resources in a Station Power Portfolio is available to be attributed to the self-supply of the Station Power in that Station Power Portfolio.
- H. On-Site Self-Supply Load ID: A load ID established by CAISO and associated with the Station Power Portfolio's scheduling coordinator. This Load ID will be used by CAISO after the Netting Period to identify Station Power load that was supplied on-site by a generating unit within the SPP
- I. Remote Self-Supply Load ID: A Load ID established by CAISO and associated with the Station Power Portfolio's scheduling coordinator. This load ID will be used by CAISO after the Netting Period to identify Station Power load that was remotely supplied by a generating unit within the Station Power Portfolio.
- J. Third-Party Supply ID: A Load ID established by CAISO. This Load ID will be used by CAISO after the Netting Period to identify Station Power load that was supplied from a third party.

(Continued)



SCHEDULE S—STANDBY SERVICE

SPECIAL  
CONDITIONS:  
(Cont'd.)

15. STANDBY SERVICE FOR STATION LOAD SELF-SUPPLY: (Cont'd.)

**DEFINITIONS:**

K. Station Power: Energy for operating electric equipment, or portions thereof, located on the generating unit site owned by the same entity that owns the generating unit, which electrical equipment is used exclusively for the production of energy and any useful thermal energy associated with the production of energy by the generating unit; and for the incidental heating, lighting, air conditioning and office equipment needs of buildings, or portions thereof that are owned by the same entity that owns the generating unit; located on the generating unit site; and used exclusively in connection with the production of energy and any useful thermal energy associated with the production of energy by the generating unit. Station Power includes the energy associated with motoring a hydroelectric generating unit to keep the unit synchronized at zero real power output to provide regulation or spinning reserve. Station Power does not include any energy used to power synchronous condensers; used for pumping at a pumped storage facility; or provided during a black start procedure. Station Power does not include energy used to serve loads outside the CAISO-controlled grid.

(Continued)



**Pacific Gas and Electric Company**  
San Francisco, California

*Cancelling*

Revised  
Revised

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

25065-E  
21546-E

PACIFIC GAS AND ELECTRIC COMPANY  
SPECIAL AGREEMENT FOR  
ELECTRICAL STANDBY SERVICE  
FORM NO. 79-285 (REV 6/06)  
(ATTACHED)

(T)

Advice Letter No. 2856-E  
Decision No.

Issued by  
**Brian K. Cherry**  
Vice President  
Regulatory Relations

Date Filed July 10, 2006  
Effective June 1, 2006  
Resolution No. \_\_\_\_\_

104025

**Distribution**

- \_\_\_ Division
- \_\_\_ Customer (original)
- \_\_\_ Rates and Tariffs – New Business (original)
- \_\_\_ Electric Billing Solutions

QF LOG# \_\_\_\_\_  
 Premises # \_\_\_\_\_  
 CDx Acct # \_\_\_\_\_

**PACIFIC GAS AND ELECTRIC COMPANY'S  
 SPECIAL AGREEMENT FOR ELECTRICAL STANDBY SERVICE**

This is an agreement, between \_\_\_\_\_,  
 organized and existing under California law, and **PACIFIC GAS AND ELECTRIC COMPANY**  
 (PG&E). This agreement will be herein referred to as "Agreement".

Customer has requested PG&E to provide standby service at Customer's premises at  
 \_\_\_\_\_, County of \_\_\_\_\_ California, under one of  
 the standby options designated below:

- Option 1** - Standby service for customers whose supply requirements would otherwise be delivered through PG&E owned facilities (including Independent System Operator controlled transmission facilities), are regularly and completely supplied through facilities not owned by PG&E.

The non-utility owned generating facilities have a total rated capacity of approximately \_\_\_\_\_ kVA.

All PG&E power deliveries will be made under Schedule S -- *Standby Service*.

- Option 2** - Standby service for customers who regularly take electric service from another public utility but desire PG&E to reserve its generation, transmission or distribution capacity for their use:

Customer currently is supplied regular electric service from another utility's generation, transmission, or distribution system; Customer may be alternately served by PG&E by means of a double-throw switch. Both PG&E and the other utility have consented to this arrangement. Customer's maximum demand from electric equipment on his premises is \_\_\_\_\_ kW.

All PG&E power deliveries will be made under Schedule S.  
 This option is closed to all new customers after January 19, 2001.

- Option 3** - Standby service for customers who require PG&E to reserve transmission or distribution capacity and stand ready at all times to deliver electricity on an irregular or non-continuous basis:

Customer has a) a premise which is normally, in part but not in whole, served by non-utility owned generation facilities with a total rated capacity of less than 50 percent of Customer's maximum demand for that premise, or b) a premise which qualifies for back-up service under the provisions of Special Condition 7 of Schedule S (See Option 4) but chooses not to elect Option 4 or currently lacks the necessary on-site metering to bill Option 4 properly, or c) electrical equipment which is used on an irregular or non-

continuous basis. The total rated capacity of Customer's generation facilities or irregularly utilized equipment is \_\_\_\_\_ kVA.

Customer will be billed for all PG&E power deliveries on the otherwise applicable rate schedule; however, Special Conditions 1 through 6 and 8, 9, and 10 of Schedule S will also apply to Customer's service.

- Option 4** - Standby service for customers who do not meet the criteria described in Option 1 and 2 above, but elect to receive back-up and maintenance portion of their total standby requirements under the provisions of Special Condition 7 of Schedule S:

At least 50 percent of Customer's maximum electric demand is served by a non-utility owned generator, and all necessary metering has been installed (by May 1, 1994, or the effective date of the contract) by PG&E to separately measure Customers net on-site generation and on-site load requirements. Customer would otherwise, except for such generation, qualify for service under Schedule E-19 (mandatory), E-20 or E-25.

Customer will be billed for the back-up and maintenance portion of the premises' total service requirements under the provisions of Special Condition 7 of Schedule S, and for its ordinary supplemental power requirements (on-site load in excess of the capability of the customer's non-utility owned generation) under the provisions of the otherwise applicable rate schedule. All back-up and maintenance power deliveries by PG&E will be billed in accordance with Schedule S, subject to a Summer Season Operating Capacity Adjustment of \_\_\_\_\_ kW.

- Option 5** - Standby service for customers, whose supply requirements would otherwise be delivered through PG&E owned facilities (including Independent System Operator controlled transmission facilities), where the customers' Station Power requirements are regularly supplied through generating units in accord with the customer's CAISO-approved Station Power Portfolio.

**PU Code 353 exemption:**

*Standby service for customers who qualify for exemption under PU Code 353 and elect to take this exemption.*

**Customers with supplemental power requirements:**

*For customers with supplemental power requirements (on-site load in excess of the capability of the customer's non-utility owned generation) under the provisions of the otherwise applicable rate schedule, Special Conditions 1 through 7 of Schedule S will **not** apply. (Option 3)*

**Customers with excess generation:**

*For those customers who operate electric generation equipment capable of serving their entire load and elect to take this exemption, Special Condition 1 (reservation capacity) will **not** apply. All other applicable charges of Schedule S will apply. (Options 1, 2 and 4)*

## Terms and Conditions

1. Customer has requested PG&E to stand ready at all times to deliver or supply and deliver electric energy to Customer's premises on an as-needed basis. Such standby service shall be provided to Customer in accordance with and subject to PG&E's applicable rates and rules as established from time to time by, and on file with, the California Public Utilities Commission (Commission).
2. PG&E shall be granted, without cost to it, all necessary rights-of-way and easements, satisfactory to PG&E, in both location and form of document, to establish such service.
3. All necessary service facilities to accommodate Customer's load shall be furnished by PG&E and Customer as specified in PG&E's applicable tariffs, and may require a separate agreement under the provisions of those tariffs.
4. All facilities furnished by PG&E to provide electric service at all times shall be and remain the property of PG&E notwithstanding that they may be affixed to Customer's property. PG&E may remove such facilities upon termination of the Agreement.
5. During the term of this Agreement, Customer grants to PG&E the right to operate, maintain, replace, and repair PG&E's facilities on Customer's premises necessary to provide standby service hereunder and all rights necessary for access to and from such facilities at all reasonable times.
6. All standby electric service provided shall be \_\_\_\_\_ phase, 60 hertz, alternating current at an electromotive force of approximately \_\_\_\_ volts. Allowable variations in this frequency and voltage are specified in PG&E's electric Rule 2. The delivery point for PG&E's standby service shall be considered the point where conductors owned, or under license by Customer, contact PG&E's conductors, or as otherwise designated by applicable rules.
7. The initial reserved capacity for standby service shall be \_\_\_\_kW (Reservation Capacity) and shall be billed monthly at the rate described in the "Rates" section of Schedule S.
8. If the Customer is already receiving standby service from PG&E under a preceding contract, that contracted or reserved capacity, or the amount of capacity to which that contract has been subsequently ratcheted, shall automatically become the Customer's Reservation Capacity, until the ratchet period ends unless the Reservation Capacity has been increased in accordance with the preceding paragraph.
9. Eligibility Change Notice: It is the customer's responsibility to notify PG&E if there is a material change in the customer's operation that results in a change in the eligibility of the Option selected in this agreement. The customer must notify PG&E within ten business days from the date that there is any change in the customer's eligibility in the selected Option. Customers may be rebilled for periods of ineligibility under the provisions of Schedule S.
10. Customer elects to receive any backup and maintenance service that is to be billed under the provisions of Schedule S under the following terms: \_\_\_\_\_ Firm Service Only, \_\_\_\_\_ Nonfirm Service, or \_\_\_\_\_ Nonfirm Service with under frequency Relay. (See Schedule S for eligibility and definitions of these terms.)

11. If Customer has a generator and wishes to operate that generator in parallel with PG&E's system, Customer must execute the applicable interconnection agreement with PG&E. Interconnection and operation of all non-utility owned generation paralleling with PG&E's system will be treated in accordance with electric Rule 21. Customers may need to meet those requirements as imposed by other governing entities having jurisdiction including the Independent System Operator and the Western Systems Coordinating Council.
12. Customer shall pay PG&E the monthly charges for the standby service provided in accordance with PG&E's applicable tariffs, including but not limited to Electric Rule 9
13. The initial term of this Agreement shall be for a period of one (1) year from the date the standby service under this Agreement is first made available to Customer as such date is established in PG&E's records and shall continue thereafter from year to year. Customer may terminate this Agreement at the expiration of the initial or any subsequent one-year term, or PG&E may terminate this Agreement in accordance with its tariffs, provided that written notice of such termination is given to the other party at least thirty (30) days prior to such termination date.
14. Customer may, with PG&E's written consent, assign this Agreement to a subsequent owner of the premises if the assignee will, in writing; agree to perform the obligations of the Agreement.
15. This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Customer:

**PACIFIC GAS AND ELECTRIC**

BY: \_\_\_\_\_  
(Signature)

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type / print name)

\_\_\_\_\_  
(Type / print name)

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

Mailing Address: Pacific Gas and Electric Co

\_\_\_\_\_

77 Beale St. B13 M

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San Francisco, CA 94150



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ABAG Power Pool  
Accent Energy  
Aglet Consumer Alliance  
Agnews Developmental Center  
Ahmed, Ali  
Alcantar & Elsesser  
Ancillary Services Coalition  
Anderson Donovan & Poole P.C.  
Applied Power Technologies  
APS Energy Services Co Inc  
Arter & Hadden LLP  
Avista Corp  
Barkovich & Yap, Inc.  
BART  
Bartle Wells Associates  
Blue Ridge Gas  
Bohannon Development Co  
BP Energy Company  
Braun & Associates  
C & H Sugar Co.  
CA Bldg Industry Association  
CA Cotton Ginners & Growers Assoc.  
CA League of Food Processors  
CA Water Service Group  
California Energy Commission  
California Farm Bureau Federation  
California Gas Acquisition Svcs  
California ISO  
Calpine  
Calpine Corp  
Calpine Gilroy Cogen  
Cambridge Energy Research Assoc  
Cameron McKenna  
Cardinal Cogen  
Cellnet Data Systems  
Chevron Texaco  
Chevron USA Production Co.  
Childress, David A.  
City of Glendale  
City of Healdsburg  
City of Palo Alto  
City of Redding  
CLECA Law Office  
Commerce Energy  
Constellation New Energy  
CPUC  
Cross Border Inc  
Crossborder Inc  
CSC Energy Services  
Davis, Wright, Tremaine LLP  
Defense Fuel Support Center  
Department of the Army  
Department of Water & Power City  
DGS Natural Gas Services  
Douglass & Liddell  
Downey, Brand, Seymour & Rohwer  
Duke Energy  
Duke Energy North America  
Duncan, Virgil E.  
Dutcher, John  
Dynergy Inc.  
Ellison Schneider  
Energy Law Group LLP  
Energy Management Services, LLC  
Exelon Energy Ohio, Inc  
Exeter Associates  
Foster Farms  
Foster, Wheeler, Martinez  
Franciscan Mobilehome  
Future Resources Associates, Inc  
G. A. Krause & Assoc  
Gas Transmission Northwest Corporation  
GLJ Energy Publications  
Goodin, MacBride, Squeri, Schlotz &  
Hanna & Morton  
Heeg, Peggy A.  
Hitachi Global Storage Technologies  
Hogan Manufacturing, Inc  
House, Lon  
Imperial Irrigation District  
Integrated Utility Consulting Group  
International Power Technology  
Interstate Gas Services, Inc.  
IUCG/Sunshine Design LLC  
J. R. Wood, Inc  
JTM, Inc  
Luce, Forward, Hamilton & Scripps  
Manatt, Phelps & Phillips  
Marcus, David  
Matthew V. Brady & Associates  
Maynor, Donald H.  
McKenzie & Assoc  
McKenzie & Associates  
Meek, Daniel W.  
Mirant California, LLC  
Modesto Irrigation Dist  
Morrison & Foerster  
Morse Richard Weisenmiller & Assoc.  
Navigant Consulting  
New United Motor Mfg, Inc  
Norris & Wong Associates  
North Coast Solar Resources  
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OnGrid Solar  
Palo Alto Muni Utilities  
PG&E National Energy Group  
Pinnacle CNG Company  
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Plurimi, Inc.  
PPL EnergyPlus, LLC  
Praxair, Inc.  
Price, Roy  
Product Development Dept  
R. M. Hairston & Company  
R. W. Beck & Associates  
Recon Research  
Regional Cogeneration Service  
RMC Lonestar  
Sacramento Municipal Utility District  
SCD Energy Solutions  
Seattle City Light  
Sempra  
Sempra Energy  
Sequoia Union HS Dist  
SESCO  
Sierra Pacific Power Company  
Silicon Valley Power  
Smurfit Stone Container Corp  
Southern California Edison  
SPURR  
St. Paul Assoc  
Stanford University  
Sutherland, Asbill & Brennan  
Tabors Caramanis & Associates  
Tecogen, Inc  
TFS Energy  
Transcanada  
Turlock Irrigation District  
U S Borax, Inc  
United Cogen Inc.  
URM Groups  
Utility Cost Management LLC  
Utility Resource Network  
Wellhead Electric Company  
Western Hub Properties, LLC  
White & Case  
WMA