

December 10, 2009

Advice 3182-E-A

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

Subject: Supplement: New Special Facilities Agreement for California Solar Initiative Metering

Pacific Gas and Electric Company (PG&E) hereby re-submits this new special facilities agreement (SFA), *Electric Rule 21 Agreement to Install Applicant Requested NGOM Special Facilities for Solar Performance Metering*, (Form 79-1100) for approval. The proposed agreement does not replace PG&E's existing longer-form Rule 21 Special Facilities Agreement, *Agreement for Installation of Allocation of Special Facilities for Parallel Operation of Non-Utility-Owned Generation and/or Electrical Standby Service* (Electric Rules 2 and 21, Form 79-280) and its supporting Appendix A, *Agreement For Installation or Allocation of Special Facilities for Parallel Operation of Non-Utility-Owned Generation* (Form 79-702).

This supplemental filing supersedes Advice 3182-E in its entirety.

Background

On December 17, 2007, PG&E filed Advice 3182-E requesting approval of Form 79-1100. The advice letter was timely protested by PMRS Providers.¹ While PMRS Providers was generally supportive of the agreement, it was concerned that such a form could give PG&E a competitive advantage. PG&E plans to use the form in accordance with all California Public Utility Commission (CPUC) Rules and directives. This revised special facilities agreement does not allow PG&E to offer a new service to customers, but rather simplifies the process for customers that opt to utilize PG&E as a Performance Data Provider (PDP), which PG&E currently offers. The CPUC has established safeguards against anti-competitive practices in *Affiliate Transaction Rules Applicable to Large California Energy Utilities*. Specifically Rule VII covers utility provision of nontariffed products and services. (See D. 06-12-029, Appendix A-3.)

¹ PMRS Providers refers to CSS-Technologies, Draker Laboratories (fka Draker Solar Design, LLC), Energy Recommerce, Inc., Fat Spaniel Technologies, Inc., Glu Networks, PowerNab, and Pyramid Solar.

New Form 79-1100

Customers installing larger photovoltaic systems under the California Solar Initiative (CSI) program receive incentive payments based on the actual generation of their systems. As a condition for receiving these Performance Based Incentive (PBI) payments, participants are required to install, at their expense, a performance meter, also known as net generation output metering (NGOM), and to enter into a contract with a PDP to submit performance data to the Program Administrator (PA) for a period of five years. Per the CSI program handbook, this service may be obtained with an eligible third party provider or contracted through the local utility. Performance data obtained from this NGOM is used to calculate the monthly PBI payments for the five-year term of the incentive payments. At the end of the five-year PBI term, customers may elect to retain the NGOM for the purpose of monitoring the performance of their solar generating system.

The goal of this new special facilities agreement (SFA) is to offer a streamlined SFA specifically for the performance metering requirements of the CSI program. Because it is targeted for PBI NGOM, the new SFA will be easier for customers to understand and easier for PG&E to administer than the more generic, current, long-form SFA (Forms 79-280 and 79-702). The revised form also allows the customers to select the term of the agreement eliminating the need to terminate the agreement upon completion of the payment term.

PG&E will not use the proposed SFA for marketing purposes and all customers are informed of their metering service options. PG&E's program materials, training sessions and website all include links to the eligible Performance Monitoring, Reporting Service Providers, and Performance Data Providers on Go Solar California, which is the site maintained by the CPUC and the California Energy Commission.

The new SFA includes a breakout of the costs involved in installing, maintaining, and reading the meter and for processing the meter data. This includes material cost recovery, and pass-through of service related costs, including costs from other providers.

While this form provides a simplified process for customers to contract with PG&E for Performance Data Provider services, it does not account for the Performance Monitoring and Reporting Service (PMRS) component of the CSI Program. Customers will still be required to contract with an eligible PMRS provider. If the PMRS provider chooses to utilize the PG&E installed NGOM as the meter for PMRS services, PG&E will offer several methods of access to meters, depending on the type of meter installed. The cost for access to these meters is priced at cost as previously determined and required by the CPUC.

Features

- The SFA will allow the customer (“Applicant”) to contract with PG&E for 1, 2, 3, 4 or 5 years of performance data communication and processing services. The contract period starts at the later of the date of SFA execution or the date of the first CSI payment.
- Data communication service activation costs and monthly data communication costs are included in the SFA for added convenience to both customers and PG&E.
- If and when the elected period for performance data communication and processing services expires, the Applicant may elect to retain the NGOM as a source of production data for their solar generating system. If the applicant elects to retain the NGOM, the SFA for the NGOM will continue until a specified termination date.
- If a customer wishes to terminate the SFA, the NGOM will be removed. It is the Applicant’s responsibility at the time of the NGOM removal to take action to reestablish the interconnection of their system with PG&E’s grid. This may entail, but is not limited to, retaining the services of an electrical contractor to provide electrical continuity across the meter socket previously occupied by the NGOM.
- If the SFA is terminated, there will be no cost true-up. Thus, upon removal of the NGOM, no monies will be owed to PG&E or to the Applicant.
- Installation costs paid by the Applicant to PG&E under the SFA include the cost for PG&E to install and remove the meter and the cost of rearranging PG&E equipment as necessary in order to install the NGOM and provide data services. These costs are subject to Income Tax Component of Contribution, as applicable.
- For simplicity and ease of administration, Applicants choosing this proposed short form SFA must agree to use PG&E’s estimated costs, as opposed to an SFA with actual costs. Applicants wanting to use actual costs will continue to have the option to use the existing, long-form SFA and appendix (Forms 79-280 and 79-702).
- All costs including installation costs, ITCC, COO, and performance data communication and processing services are to be paid prior to the installation of special facilities.
- All special facilities shall at all times be the property of PG&E.

- An appropriate present-worth-factor (PWF) will be used for the cost of performance data communication and processing services, based upon Applicant's election of service term.
- Please note that the shaded box in the upper, right-hand corner of the first page of the proposed SFA is for internal PG&E accounting and administration purposes.

Shortened Protest Period – 10 Days

Because this advice letter is virtually identical to 3182-E filed in 2007, PG&E requests a shortened protest period of 10 days. Anyone wishing to protest this filing may do so by letter sent via U.S. mail, by facsimile or electronically, any of which must be received no later than **December 21, 2009**, which is **11 days** after the date of this filing. Protests should be mailed to:

CPUC Energy Division
Tariff Files, Room 4005
DMS Branch
505 Van Ness Avenue
San Francisco, California 94102

Facsimile: (415) 703-2200
E-mail: jnj@cpuc.ca.gov and mas@cpuc.ca.gov

Copies of protests also should be mailed to the attention of the Director, Energy Division, Room 4004, at the address shown above.

The protest also should be sent via U.S. mail (and by facsimile and electronically, if possible) to PG&E at the address shown below on the same date it is mailed or delivered to the Commission:

Brian K. Cherry
Vice President, Regulatory Relations
Pacific Gas and Electric Company
77 Beale Street, Mail Code B10C
P.O. Box 770000
San Francisco, California 94177

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

Effective Date

PG&E requests that this advice filing become effective upon Commission approval.

Notice

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically and via U.S. mail to parties shown on the attached list. Address changes to the General Order 96-B service list and all electronic approvals should be directed to email PGETariffs@pge.com. Advice letter filings can also be accessed electronically at: <http://www.pge.com/tariffs>.

A handwritten signature in black ink that reads "Brian Cherry 06". The signature is written in a cursive style.

Vice President, Regulatory Relations

Attachments

cc: Service List R.06-03-004

CALIFORNIA PUBLIC UTILITIES COMMISSION

ADVICE LETTER FILING SUMMARY ENERGY UTILITY

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

Company name/CPUC Utility No. **Pacific Gas and Electric Company (ID U39 M)**

Utility type:

ELC

GAS

PLC

HEAT

WATER

Contact Person: Olivia Brown

Phone #: 415.973.9312

E-mail: oxb4@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) #: 3182-E-A

Tier: 2

Subject of AL: New Special Facilities Agreement for California Solar Initiative Metering

Keywords (choose from CPUC listing):

AL filing type: Monthly Quarterly Annual One-Time Other _____

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

Does AL replace a withdrawn or rejected AL? No If so, identify the prior AL: No

Summarize differences between the AL and the prior withdrawn or rejected AL: N/A

Is AL requesting confidential treatment? If so, what information is the utility seeking confidential treatment for: No

Confidential information will be made available to those who have executed a nondisclosure agreement: N/A

Name(s) and contact information of the person(s) who will provide the nondisclosure agreement and access to the confidential information: N/A

Resolution Required? Yes No

Requested effective date: Upon Commission approval

No. of tariff sheets: 3

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

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

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

Tariff schedules affected: New Form 79-1100

Service affected and changes proposed: N/A

Protests, dispositions, 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

Tariff Files, Room 4005

DMS Branch

505 Van Ness Ave., San Francisco, CA 94102

jnj@cpuc.ca.gov and mas@cpuc.ca.gov

Pacific Gas and Electric Company

Attn: Brian K. Cherry, Vice President, Regulatory Relations

77 Beale Street, Mail Code B10C

P.O. Box 770000

San Francisco, CA 94177

E-mail: PGETariffs@pge.com

**ATTACHMENT 1
Advice 3182-E-A**

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

Title of Sheet

**Cancelling Cal
P.U.C. Sheet No.**

28689-E AGREEMENT TO INSTALL APPLICANT
REQUESTED NGOM SPECIAL FACILITIES FOR
SOLAR PERFORMANCE METERING
FORM 79-1100 (12/09)
Sheet 1

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28575-E

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28360-E



**AGREEMENT TO INSTALL APPLICANT REQUESTED NGOM
SPECIAL FACILITIES FOR SOLAR PERFORMANCE
METERING
FORM 79-1100 (12/09)**

Sheet 1

**Please Refer to Attached
Sample Form**



Pacific Gas and Electric Company

DISTRIBUTION		REFERENCES:
Original:	<input type="checkbox"/> XXXX	XXXX _____
	<input type="checkbox"/> XXXX	XXXX _____
	<input type="checkbox"/> XXXX	XXXX _____
Copy:	<input type="checkbox"/> XXXX	XXXX _____
	<input type="checkbox"/> XXXX	XXXX _____
	<input type="checkbox"/> XXXX	XXXX _____
	<input type="checkbox"/> XXXX	XXXX _____
Date Ready for Service _____		
This area for Company internal use only		

Electric Rule 21 Agreement to Install Applicant Requested NGOM Special Facilities for Solar Performance Metering

At the request of _____ ("Applicant"), Applicant and **Pacific Gas and Electric Company (PG&E)** hereby enter into this agreement ("Agreement") for the installation of solar generation performance metering equipment, also known as net generation output metering ("NGOM"), to support Applicant's participation in the California Solar Initiative ("CSI") Program. NGOM is required by the California Public Utilities Commission ("CPUC") for participation in the CSI Performance Based Incentive ("PBI") payment structure, and may also be installed to provide Applicant information on Applicant's solar generating system's performance. This Agreement will commence the later of: (1) the date of Agreement's execution; or (2) the date of the first CSI payment.

PG&E agrees to perform the requested work and furnish all necessary labor, equipment, materials, services, and related facilities required therefore, subject to the following conditions:

1. The location and requested work are described as follows: (A detailed description of the materials and facilities to be furnished and/or work to be performed by PG&E is provided below. This includes any data communication and processing services provided by PG&E and/or its selected communication vendors.)

SERVICE ADDRESS:

DESCRIPTION OF FACILITIES (Special Facilities):

2. Prior to Special Facilities installation, Applicant shall pay to PG&E, promptly upon demand the cost of the equipment installation. In addition, Applicant shall pay for the ongoing maintenance and operation of that equipment in perpetuity (Cost-of-Ownership, COO), and for on-going performance data communication and processing services required for PBI payment calculation and processing through an Equivalent One Time payment based upon the appropriate present-worth-factor ("PWF"). Applicant waives its right to elect the "actual" cost option under Rule 21, and PG&E will use the "estimated" cost option in determining costs. As rearrangement (PG&E service re-configuration following NGOM removal) and meter removal costs are paid by Applicant prior to construction, there will be no true-up upon termination of Agreement, and for the purpose of calculating Applicant's charges under Agreement, a salvage value of zero will be assigned to the meter and other PG&E equipment removed upon termination.

Performance Data Provider ("PDP") services, if required, will coincide with the 5-year PBI payment schedule. However, Applicants who change their PDP during the 5-year incentive payment term may alternatively select 1, 2, 3, or 4 years of PDP service from PG&E, depending on the length of term remaining on their PBI incentive payment schedule. PDP service provided pursuant to Agreement includes remote communication and collection of interval and cumulative solar production data from the NGOM equipment, and data validation and processing services for the purpose of calculating the monthly PBI payment.

There will be no refund for termination of PDP services fees prior to the requested time period. The costs are summarized as follows on the next page.

Special Facilities to Install NGOM

NGOM installation and removal (a) \$ _____
Initial Data Communication Service Activation (b) \$ _____
NGOM Rearrangement (c) \$ _____
Amount subject to ITCC* (a + b + c): \$ _____
Income Tax Component of Contribution (ITCC) (d) \$ _____

Installation Total (a + b + c + d): \$ _____

Equivalent One-Time Payments

NGOM Cost-of-Ownership (e) (applied only to "a") \$ _____
Performance Data Provider (PDP) Services (f) \$ _____
Duration of PDP Service (1, 2, 3, 4, or 5 years): _____

TOTAL DUE (a + b + c + d + e + f): \$ _____

3. Applicant shall indemnify and hold harmless PG&E, its officers, agents and employees, against all loss, damage, expense and liability resulting from injury to or death of any person, including but not limited to, employees of PG&E, Applicant or any third party, or for the loss, destruction or damage to property, including, but not limited to property of PG&E, Applicant or any third party, arising out of or in any way connected with the performance of this agreement, however caused, except to the extent caused by the active negligence or willful misconduct of PG&E, its officers, agents and employees. Applicant will, on PG&E's request, defend any suit asserting a claim covered by this indemnity. Applicant will pay all costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorneys' fees.
4. Whenever part or all of the requested work is to be furnished or performed upon property other than that of Applicant, Applicant shall first procure from such owners all necessary rights-of-way and/or permits in a form satisfactory to PG&E and without cost to it.
5. When installing Special Facilities on Applicant's premises, Applicant grants PG&E the right:
 - (a) to make such installation on Applicant's premises along the shortest practical route thereon and of sufficient width to provide legal clearance from all structures now or hereafter erected on Applicant's premises for any facilities of PG&E; and,
 - (b) of ingress to and egress from Applicant's premises at all reasonable hours for any purposes reasonably connected with the operation and maintenance of the Special Facilities.
6. Applicant understands that, as provided in PG&E's applicable Electric Rule 14, PG&E does not guarantee electric service to be free from outages, interruptions, or curtailments. Applicant further understands that the charges for the Special Facilities represent the additional cost associated with providing the Special Facilities rather than for a guaranteed level of service or reliability.
7. Special Facilities shall at all times be the property of PG&E.
8. If Applicant terminates this Agreement, the NGOM equipment will be removed. It is Applicant's responsibility at the time of NGOM removal to take action to reestablish the interconnection of their solar system with PG&E's grid. This may entail, but not be limited to, retaining the services of an electrical contractor to provide electrical continuity across the gap previously occupied by the NGOM equipment
9. This Agreement shall at all times be subject to such changes or modifications by the CPUC as said Commission may, from time to time, direct in the exercise of its jurisdiction.

APPLICANT

Title: _____
Name (Print): _____
Signature: _____
Date: _____

PACIFIC GAS AND ELECTRIC COMPANY

Title: _____
Name (Print): _____
Signature: _____
Date: _____



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

Alcantar & Kahl	Defense Energy Support Center	North Coast SolarResources
Ameresco	Department of Water Resources	Northern California Power Association
Anderson & Poole	Department of the Army	Occidental Energy Marketing, Inc.
Arizona Public Service Company	Dept of General Services	OnGrid Solar
BART	Division of Business Advisory Services	Praxair
BP Energy Company	Douglas & Liddell	R. W. Beck & Associates
Barkovich & Yap, Inc.	Douglass & Liddell	RCS, Inc.
Bartle Wells Associates	Downey & Brand	Recon Research
C & H Sugar Co.	Duke Energy	SCD Energy Solutions
CA Bldg Industry Association	Dutcher, John	SCE
CAISO	Ellison Schneider & Harris LLP	SMUD
CLECA Law Office	FPL Energy Project Management, Inc.	SPURR
CSC Energy Services	Foster Farms	Santa Fe Jets
California Cotton Ginners & Growers Assn	G. A. Krause & Assoc.	Seattle City Light
California Energy Commission	GLJ Publications	Sempra Utilities
	Goodin, MacBride, Squeri, Schlotz & Ritchie	Sierra Pacific Power Company
California League of Food Processors	Green Power Institute	Silicon Valley Power
California Public Utilities Commission	Hanna & Morton	Silo Energy LLC
Calpine	Hitachi	Southern California Edison Company
Cameron McKenna	International Power Technology	Sunshine Design
Cardinal Cogen	Intestate Gas Services, Inc.	Sutherland, Asbill & Brennan
Casner, Steve	Los Angeles Dept of Water & Power	Tabors Caramanis & Associates
Chamberlain, Eric	Luce, Forward, Hamilton & Scripps LLP	Tecogen, Inc.
Chevron Company	MBMC, Inc.	Tiger Natural Gas, Inc.
Chris, King	MRW & Associates	Tioga Energy
City of Glendale	Manatt Phelps Phillips	TransCanada
City of Palo Alto	Matthew V. Brady & Associates	Turlock Irrigation District
Clean Energy Fuels	McKenzie & Associates	U S Borax, Inc.
Coast Economic Consulting	Merced Irrigation District	United Cogen
Commerce Energy	Mirant	Utility Cost Management
Commercial Energy	Modesto Irrigation District	Utility Specialists
Consumer Federation of California	Morgan Stanley	Verizon
Crossborder Energy	Morrison & Foerster	Wellhead Electric Company
Davis Wright Tremaine LLP	New United Motor Mfg., Inc.	Western Manufactured Housing Communities Association (WMA)
		eMeter Corporation
Day Carter Murphy	Norris & Wong Associates	