

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298

Tel. No. (415) 703-1691



January 16, 2004

Advice Letter 2492-G

Ms Anita Smith, Rate Analyst
Pacific Gas and Electric Company
77 Beale Street, Mail Code 10B
San Francisco, CA 94177

CORRECTED EFFECTIVE DATE

Subject: Revisions to Compressed Natural Gas Fueling Agreement (Form 79-753)

Dear Ms Smith:

Advice Letter 2492-G is effective December 6, 2003. A copy of the advice letter is returned herewith for your records.

Sincerely,

A handwritten signature in cursive script that reads "Paul Clanon".

Paul Clanon, Director
Energy Division



**Pacific Gas and
Electric Company**

Karen A. Tomcala
Vice President
Regulatory Relations

77 Beale Street, Room 1065
San Francisco, CA 94105

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Mail Code B10A
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October 27, 2003

Advice 2492-G

Public Utilities Commission of the State of California

**Subject: Revisions to Compressed Natural Gas Fueling Agreement
(Form No. 79-753)**

Pacific Gas and Electric Company (PG&E) hereby submits for filing revisions to its gas tariffs. The affected tariff sheets are listed on the enclosed Attachment I.¹

Purpose

The purpose of this filing is to revise PG&E's Compressed Natural Gas Fueling Agreement (Form No. 79-753), including Exhibit A—Certificate of Instruction for Fueling Natural Gas Vehicles.

Background

PG&E's experimental natural gas vehicle program was established in 1991 to offer compressed natural gas (CNG) service to existing Natural Gas Vehicle (NGV) markets. The sale of fuel by utilities for NGV use is a fully-regulated activity under Commission jurisdiction. PG&E implemented its program to increase NGV use in its own car fleets by installing fueling facilities at several PG&E service centers.

Tariff Revisions

PG&E proposes the following modifications to Form 79-753:

1. Modify the Compressed Natural Gas Agreement (Form 79-753) to update the distribution list at the top of the first page.

¹ PG&E reserves all legal rights to challenge the decisions or statutes under which it has been required to make this advice filing, and nothing in this advice filing constitutes a waiver of such rights. Also, PG&E reserves any additional legal rights to challenge the requirement to make this advice filing by reason of its status as a debtor under Chapter 11 of the Bankruptcy Code, and nothing in this advice filing constitutes a waiver of such rights.



2. Modify Exhibit A to update the distribution list at the top of the certificate.
3. Change Fueling Location Section 6 to state that PG&E will provide fueling station locations in addition to PG&E-located stations.
4. Change in Fueling Location Section 9 to include alternate comparable fueling instructions session approved by PG&E.
5. Modify Communications Section 14 to include communication through electronic mail or internet messages.

Protests

Anyone wishing to protest this filing may do so by sending a letter within 21 days from the date of this filing, which is **November 17, 2003**. 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, Room 4002
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 filing become effective on regular notice, **December 6, 2003**, which is 40 days after the date of this 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. Address changes should be directed to Sandra Ciach at (415) 973-7572. Advice filings can also be accessed electronically at:

http://www.pge.com/customer_services/business/tariffs/

Karen A. Tomcala/sv

Vice President - Regulatory Relations

Attachments

**ATTACHMENT I
ADVICE 2492-G**

<u>Cal. P.U.C. Sheet No.</u>	<u>Title of Sheet</u>	<u>Canceling Cal P.U.C. Sheet No.</u>
21899-G	Form 79-753—Compressed Natural Gas Fueling Agreement	17655-G
21900-G	Table of Contents – Sample Forms (Cont'd)	21180, 21135-G
21901-G	Table of Contents	21817-G



Pacific Gas and Electric Company
San Francisco, California

Canceling

Revised
Revised

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

21899-G
17655-G

PACIFIC GAS AND ELECTRIC COMPANY
COMPRESSED NATURAL GAS FUELING AGREEMENT
FORM NO. 79-753 (REV 11/03)
(ATTACHED)

(T)

Advice Letter No. 2492-G
Decision No.

49638

Issued by
Karen A. Tomcala
Vice President
Regulatory Relations

Date Filed October 27, 2003
Effective _____
Resolution No. _____

Distribution:

- Customer
- Gas Billing Solutions:
- Rates & Account Svcs / CEM:

Account Number: _____
Clean Air Transportation Rep: _____
Clean Air Transportation Contact Number: 1-800-684-4648

**Pacific Gas & Electric Company
COMPRESSED NATURAL GAS FUELING AGREEMENT**

GENERAL

1. This Agreement, between Pacific Gas and Electric Company (PG&E), a California corporation, and _____ (Customer), a(n) _____, is for the supply of compressed natural gas (CNG) for fueling of motor vehicles.
2. Customer agrees to purchase and PG&E agrees to provide a supply of CNG pursuant to the terms of this Agreement and to experimental rate Schedule G-NGV2, or its successor.
3. Customer agrees to provide a written list of all vehicles, including make, model, year, and vehicle identification number, which will be using CNG. The Customer agrees to notify PG&E if any of the vehicles are taken out of service, no longer fueled by CNG, or other vehicles converted to use CNG.
4. This Agreement includes Exhibit A (Certificate of Instruction for Fueling Natural Gas Vehicles). All Exhibits are incorporated into and made a part of this Agreement. Exhibits may be amended from time to time in accordance with this Agreement. All applicable PG&E gas rules in effect at the time of execution and any amendments thereto during the term of this Agreement are incorporated in this Agreement by reference.
5. Both Customer and PG&E agree to abide by the terms of the above rate schedule and its successor, as well as all effective rules in PG&E's gas tariffs.

FUELING LOCATION

6. PG&E will provide locations for fueling of Customer's vehicles. All fueling will be provided at designated PG&E fueling stations where excess capacity is available. Customer agrees to obey posted speed limits and to operate their vehicles in a safe manner at refueling locations.
7. Customer access time shall be mutually arranged.
8. Fueling will be accomplished using the fast-fill CNG dispensing system. Customer will be provided one (1) card key per vehicle, which will be used to initiate fueling. Customer will be held responsible for the safe keeping of the card key and may be charged for replacement of said card key if it is lost or stolen. It shall be the responsibility of the Customer to notify PG&E immediately if said key card is lost or stolen.
9. Training certification will be required for each new account individual who may fuel a natural gas vehicle. Each operator shall be responsible for completing a Certificate of Instruction for Fueling Natural Gas Vehicles (Exhibit A) or for completing a comparable fueling-instruction session verified and approved by PG&E.

BILLING

10. PG&E will bill customer at the applicable rate(s) set forth above for the total compressed natural gas service during the billing period.

**Compressed Natural Gas Fueling Agreement
(Continued)**

11. PG&E will send the Customer's monthly billing to the following address:

TERM AND TERMINATION

12. This Agreement shall become effective commencing the date the card key has been activated by PG&E. This Agreement shall continue on a month-to-month basis until terminated by either party upon thirty (30) days prior written notice.

13. PG&E reserves the right to immediately deactivate an assigned card key and terminate this Agreement as a result of a Customer's unsafe fueling and/or driving practices at a PG&E-designated fueling station, or delinquent payment of bills for services rendered.

COMMUNICATIONS

14. Any communications concerning fueling card-key requests shall be in writing or in electronic form via and email or an internet message. Written communications can be delivered either by hand or by certified delivery to the appropriate address, as follows:

To the Customer: _____

Email Address: _____

To PG&E: _____

Email Address: _____

15. Either party must designate by written notice any change of address to which formal communications should be sent. Formal communications shall be deemed effective when received.

LIABILITY

16. Customer accepts all risks related to the operation and fueling of Customer's motor vehicles at PG&E's CNG fueling station(s) and agrees to hold PG&E and its employees harmless from any and all damages resulting from ingress, egress, and fueling with CNG at any PG&E facility or any other damage or injury whether to persons or property as a result of or in direct relationship to the fueling of Customer motor vehicles with CNG, excepting only such damage or injury caused by the sole negligence or willful misconduct of PG&E.

RIGHTS TO DATA

17. PG&E has the right to collect, use, or distribute all vehicle performance data relating to the Customer's CNG vehicle operations.

**Compressed Natural Gas Fueling Agreement
(Continued)**

ASSIGNMENT

18. This Agreement may not be assigned by either party without the written consent of the other. If this Agreement is assigned, it shall be binding on the party to which it is assigned. Assignment of this Agreement shall not release the assigning party from any of its obligations under this Agreement unless such a release is agreed to in writing by the other party and the assuming party.

EXCLUSIVE NATURE AND INTERPRETATIONS

19. This Agreement does not change the obligations, restrictions or rights contained in other agreements between the parties unless expressly indicated in this Agreement. Customer and PG&E agree that all understandings between them regarding this Agreement are set forth or referenced in this Agreement. No agreements, representations, memoranda, or other forms of communication, written or oral, exchanged before the signing of this Agreement, shall be grounds for altering or interpreting the terms of this Agreement.

20. This Agreement shall be interpreted under the laws of the State of California, excluding any choice of law rules that may direct the application of the laws of another jurisdiction. This Agreement and the obligations of the two parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities).

REGULATORY

21. This Agreement shall at all times be subject to any changes or modification the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction. Such changes or modifications may be to this Agreement or to PG&E's applicable tariff schedules. PG&E shall notify the Customer of any such changes or modifications that may affect Customer's obligations under this Agreement.

Customer

Pacific Gas and Electric Company

(Signature)

(Signature)

(Print Name)

(Print Name)

(Title)

(Title)

(Federal Tax ID/CA Drivers License No.)

(Date)

(Date)

Incorporated Attachment: Exhibit A - Certificate of Instruction Form for Natural Gas Fueling
Illustrative Attachment: Rate Schedule G-NGV2

Distribution:

Customer

Rates & Accounts Svcs / CEM

Customer Name: _____

Account No.: _____

EXHIBIT A

**Pacific Gas & Electric Company
CERTIFICATE OF INSTRUCTION FOR FUELING NATURAL GAS VEHICLES**

INSTRUCTIONS: One form is to be completed for each new account individual who may fuel a natural gas vehicle. Each individual shall receive training and will sign and date a form at the completion of the training. Customer shall be required to sign one (1) form.

HOW TO SAFELY FUEL NATURAL GAS VEHICLES

The following procedures shall be followed:

1. No smoking or open flame shall be allowed within 50 feet of the fueling area.
2. Cylinders not in compliance with DOT or ANSI/AGA NGV2 requirements shall not be fueled.
3. Vehicle must be shut off, and the emergency brake must be set.
4. Remove fueling device from dispenser. Verify the valve is in the off position.
5. Inspect fueling hose and connector prior to making connection.
6. Make connection and ensure connector is locked in place.
7. Turn fuel valve to ON position.
8. Enable dispenser by inserting fueling card into card reader and entering requested data.
9. Turn dispenser ON by pressing the Start/Stop button on the front of dispenser or turning fill lever on the side of dispenser to begin fueling.
10. When finished, press the Start/Stop button or turn lever to OFF position.
11. Turn fueling valve to OFF position and disconnect the nozzle from vehicle and return to its stored location.

I hereby certify that I have been trained to properly fuel natural gas vehicles as outlined above.

DATE OF INSTRUCTION

OPERATOR'S SIGNATURE

PG&E EMPLOYEE'S SIGNATURE
(or designated instructor)

I hereby further certify that I will not permit any non-certified person to use my key card for fueling natural gas vehicles.

CUSTOMER
(Print Name)

CUSTOMER'S / OPERATOR'S
SIGNATURE

DATE



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(Continued)

SAMPLE FORMS (Cont'd.)

FORM NO.	DATE SHOWN ON FORM	AGREEMENT/CONTRACT TITLE	CAL P.U.C. SHEET NO.
<u>RESIDENTIAL</u>			
79-744	10/88	Declaration of Eligibility for Baseline Quantities for Residential RV Parks	12793-G
<u>NON-RESIDENTIAL</u>			
M62-1491	1/97	Summary Bill Agreement	17782-G
79-753	11/03	Compressed Natural Gas Fueling Agreement	17655-G
79-755	8/02	Agreement for Supply of Natural Gas for Compression as a Motor-Vehicle Fuel	21179-G
79-756	8/97	Natural Gas Service Agreement.....	21134-G
79-757	8/97	Natural Gas Service Agreement Modification Revised Exhibits	18289-G
79-762	4/00	Imbalance Trading Form for Schedule G-BAL Service	19787-G
79-780	8/97	Agreement for Assigned Interstate Capacity for Service to Core Customers	18291-G
79-788	2/94	Agreement for Adjustment for Natural Gas Energy Efficiency Measures	16387-G
79-791	5/94	Pipeline Expansion Firm Transportation Service Agreement.....	16551-G
79-796	5/99	Notice of Gas Storage Inventory Transfer	19378-G
79-844	11/95	Agreement to Provide Compressed Natural Gas (CNG) Station Maintenance Service.....	17264-G
79-845	7/00	Core Gas Aggregation Service Agreement	20085-G

(T)

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Preliminary Statements	21815,21381-G	
Rules	21547-G	
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Sample Forms	21643,21897,21538,21373,21292-G	(T)

RATE SCHEDULES

RESIDENTIAL

<u>SCHEDULE</u>	<u>TITLE OF SHEET</u>	<u>CAL P.U.C. SHEET NO.</u>
G-1	Residential Service	21801,18597-G
GM	Master-Metered Multifamily Service	21802,21028,18599-G
GS	Multifamily Service	21803,21030,18601-G
GT	Mobilehome Park Service	21804,21032-G
G-10	Service to Company Employees	11318-G
GL-1	Residential CARE Program Service	21805,18603-G
GML	Master-Metered Multifamily CARE Program Service	21806,21035,18605-G
GSL	Multifamily CARE Program Service	21807,21037,18607-G
GTL	Mobilehome Park CARE Program Service	21808,21809,18608-G
G-MHPS	Master-Metered Mobilehome Park Safety Surcharge	19986-G

NONRESIDENTIAL

G-NR1	Gas Service to Small Commercial Customers	21810,18980-G
G-NR2	Gas Service to Large Commercial Customers	21811,18981-G
G-CP	Gas Procurement Service to Core End-Use Customers	21812-G
G-NT	Gas Transportation Service to Noncore End-Use Customers	21277,21699,18361,20450-G
G-COG	Gas Transportation Service to Cogeneration Facilities	21790,20857,18114,18985-G
G-EG	Gas Transportation Service to Electric Generation	21700,21533-G
G-30	Public Outdoor Lighting Service	21734,17050-G
G-WSL	Gas Transportation Service to Wholesale/Resale Customers	21399,20861,20862-G
G-BAL	Gas Balancing Service for Intrastate Transportation Customers	21534,21549,20034 to 20045-G

**PGE Gas Advice Filing
List
General Order 96-A, Section III(G)**

ABAG Power Pool
Accent Energy
ACN Energy, Inc.
Aglet Consumer Alliance
Agnews Developmental Center
Ahmed, Ali
Alcantar & Elsesser
Applied Power Technologies
Arter & Hadden LLP
Avista Corp
Barkovich & Yap, Inc.
BART
Blue Ridge Gas
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
Chevron USA Production Co.
Childress, David A.
City of Glendale
City of Palo Alto
City of Redding
CLECA Law Office
Constellation New Energy
CPUC
Creative Technology
Cross Border Inc
Crossborder Inc
CSC Energy Services
Davis, Wright Tremaine LLP
Davis, Wright, Tremaine, LLP
Defense Fuel Support Center
Department of the Army
Department of Water & Power City
DGS Natural Gas Services
DMM Customer Services
Downey, Brand, Seymour & Rohwer
Duke Energy
Duke Energy North America
Duncan, Virgil E.
Dutcher, John
Dynegy Inc.
Ellison Schneider
Energy Law Group LLP
Enron Energy Services
Exelon Energy Ohio, Inc
Exeter Associates
Foster Farms
Foster, Wheeler, Martinez
Franciscan Mobilehome
Future Resources Associates, Inc
G. A. Krause & Assoc
GLJ Energy Publications
Goodin, MacBride, Squeri, Schlotz &
Gruneich Resource Advocates
Hanna & Morton
Heeg, Peggy A.
Hogan Manufacturing, Inc
House, Lon
Integrated Utility Consulting Group
International Power Technology
Interstate Gas Services, Inc.
J. R. Wood, Inc
JTM, Inc
Kaiser Cement Corp
Korea Elec Power Corp
Luce, Forward, Hamilton & Scripps
Marcus, David
Masonite Corporation
Matthew V. Brady & Associates
Maynor, Donald H.
McKenzie & Assoc
McKenzie & Associates
Meek, Daniel W.
Meyer, Joseph
Mirant California, LLC
Modesto Irrigation Dist
Morrison & Foerster
Morse Richard Weisenmiller & Assoc.
Navigant Consulting
New United Motor Mfg, Inc
Norris & Wong Associates
Northern California Power Agency
Occidental Energy Marketing
Office of Energy Assessments
Palo Alto Muni Utilities
PG&E National Energy Group
Pinnacle CNG Company
PITCO
Plurimi, Inc.
PPL EnergyPlus, LLC
Price, Roy
Product Development Dept
Provost Pritchard
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
Simpson Paper Company
Smurfit Stone Container Corp
Southern California Edison
SPURR
St. Paul Assoc
Stanford University
Sutherland, Asbill & Brennan
Tabors Caramanis & Associates
Tansev and Associates
Tecogen, Inc
TFS Energy
TJ Cross Engineers
Transwestern Pipeline Co
Transwestern Pipeline/Enron
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