

## PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE

SAN FRANCISCO, CA 94102-3298



January 31, 2007

Advice Letter 2784-E-A

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

Subject: Supplement – Community Choice Aggregation Service (CCA Service) Tariff  
Revisions in Compliance with CCA Phase 2 D. 05-12-041 and Resolution E-4013

Dear Ms. de la Torre:

Advice Letter 2784-E-A is effective November 9, 2006. A copy of the advice letter and resolution are returned herewith for your records.

Sincerely,

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

Sean H. Gallagher, Director  
Energy Division

<b>REGULATORY RELATIONS</b>	
Tariffs Section	
M Brown	D Poster
R De la Torre	S Ramaiya
B Lam	
FEB - 6 2007	
Records	
Return to	File
cc to	



**Brian K. Cherry**  
Director  
Regulatory Relations

77 Beale Street, Room 1087  
San Francisco, CA 94105

*Mailing Address*  
Mail Code B10C  
Pacific Gas and Electric Company  
P.O. Box 770000  
San Francisco, CA 94177

415.973.4977  
Internal: 223.4877  
Fax: 415.973.9572  
Internet: BKC7@pge.com

February 14, 2006

**Advice 2784-E**

(Pacific Gas and Electric Company ID U 39 E)

**Subject: Community Choice Aggregation (CCA) Service Tariff Revisions in  
Compliance with CCA Phase 2 Decision 05-12-041**

Public Utilities Commission of the State of California

Pacific Gas and Electric Company (PG&E) hereby submits for filing revisions to its electric tariffs to implement Phase 2 Community Choice Aggregation (CCA) service in compliance with Decision (D.) 05-12-041. The affected tariff sheets are listed on the enclosed Attachment I.

**Purpose**

Decision 05-12-041, issued December 15, 2005, in Rulemaking 03-10-003, ordered PG&E, Southern California Edison Company, and San Diego Gas & Electric Company to file tariffs to implement Phase 2 of CCA service. As directed by the Commission, the tariffs in this filing modify the interim tariffs from Phase 1 and are submitted 60 days after the day of the decision.<sup>1</sup>

**Background**

Assembly Bill (AB) 117 (2002 Stats. Ch. 238) enables governmental entities formed by cities and counties to serve the energy requirements of their local residents and businesses. AB 117 authorizes the creation of CCAs, describes essential CCA program elements, requires the states' utilities to provide certain services to CCAs, and establishes methods to protect existing utility customers from liabilities that they might otherwise incur when a portion of the utility's customers transfer their energy services to a CCA.

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<sup>1</sup> February 13, 2006 is 60 days from the date of D.05-12-041; however, the CPUC was closed due to a legal state holiday.

D.05-12-041 is the second decision issued in this proceeding to address ways to create a CCA program in compliance with AB 117, and it permits the complete implementation of the CCA program in California.

### **Tariff Revisions**

PG&E proposes to modify forty-six rate schedules to implement service under Phase 2 of the CCA Program: 1) Schedule E-CCA – *Services to Community Choice Aggregators*, 2) Schedule E- CCAINFO – *Information Release to Community Choice Aggregators*, and 3) Forty-four rate schedules to reference Rule 23 (instead of the now obsolete Rule 23.1) and CCA “Service” Customers.

In addition, PG&E is modifying five electric rules: 1) Rule 1 – *Definitions*, 2) Rule 22 – *Direct Access Service*, 3) Rule 22.1 – *Direct Access Service Switching Rules*, 4) Rule 23 – *Community Choice Aggregation*, and 5) Rule 23.2 – *Community Choice Aggregation Open Season*.

PG&E is also modifying three forms: 1) Form 79-994 – *Interconnection Application for Net Energy Metering (NEM) for Residential or Small Commercial Customers with Solar or Wind Electric Generating Facilities of 10 Kilowatts or Less*, 2) Form 79-1029 – *Community Choice Aggregator (CCA) Service Agreement*, and 3) Form 79-1031 – *Community Choice Aggregator (CCA) Non-Disclosure Agreement*.

Finally, PG&E is canceling the following rule and rate schedules which were filed to address Interim CCA:

- Rule 23.1 – *Community Choice Aggregation Switching Exemption Rules*
- Schedule CCCASR – *Community Choice Aggregation Service Request Fees (Interim)*
- Schedule CCANDSF – *Community Choice Provider Non-Discretionary Service Fees (Interim)*
- Schedule CCAEUS – *End User Services (Interim)*

This filing also supersedes the Proposed Tariffs presented by the Joint Utilities on February 14, 2005, which were intended to implement Community Choice Aggregation. Those Proposed Tariffs included:

1. Proposed Rule 23/27 – Community Choice Aggregation,
2. Proposed Rule 23.2 – Community Choice Aggregation Open Season,
3. Community Choice Aggregation Service Fees,
4. Community Choice Aggregation Provider Service Agreement, and
5. Community Choice Aggregation Cost Responsibility Surcharge.

**Protests**

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 **March 6, 2006**, which is 20 days after the date of this filing. Protests should be mailed to:

CPUC Energy Division  
Attention: Tariff Unit, 4<sup>th</sup> Floor  
505 Van Ness Avenue  
San Francisco, California 94102

Facsimile: (415) 703-2200  
E-mail: [jir@cpuc.ca.gov](mailto:jir@cpuc.ca.gov) and [jnj@cpuc.ca.gov](mailto:jnj@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:

Pacific Gas and Electric Company  
Attention: Brian Cherry  
Director, 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**

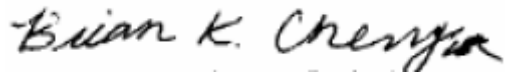
PG&E requests that this advice filing become effective on regular notice, **March 16, 2006**, which is 30 calendar days after the date of filing.

**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 R.03-10-003. 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>**

A handwritten signature in black ink, appearing to read "Brian K. Cheny". The signature is written in a cursive, flowing style.

Director, Regulatory Relations

Attachments

cc: Service List – R.03-10-003

# 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 U39M

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) #: **2784-E**

Subject of AL: Community Choice Aggregation (CCA) Service Tariff Revisions in Compliance with CCA Phase 2 Decision 05-12-041

Keywords (choose from CPUC listing): Compliance, Text Changes

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

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution: D.05-12-041

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: **3-16-06**

No. of tariff sheets: 132

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: See Attachment 1

Service affected and changes proposed<sup>1</sup>: N/A

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**

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

**Attention: Tariff Unit**

**505 Van Ness Ave.,**

**San Francisco, CA 94102**

**jjr@cpuc.ca.gov and jnj@cpuc.ca.gov**

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

**ATTACHMENT 1  
Advice 2784-E**

<b>Cal P.U.C. Sheet No.</b>	<b>Title of Sheet</b>	<b>Cancelling Cal P.U.C. Sheet No.</b>
24339-E	Schedule E-1--Residential Service	24082-E
24340-E	Schedule EM--Master-Metered Multifamily Service	24094-E
24341-E	Schedule ES--Multifamily Service	24097-E
24342-E	Schedule ESR--Residential RV Park and Residential Marina Service	24100-E
24343-E	Schedule ET--Mobilehome Park Service	24103-E
24344-E	Schedule E-7--Residential Time-of-Use Service	22909-E
24345-E	Schedule E-A7--Experimental Residential Alternate Peak Time-of-Use Service	22912-E
24346-E	Schedule E-8--Residential Seasonal Service Option	24112-E
24347-E	Schedule E-9--Experimental Residential Time-of- Use Service for Low Emission Vehicle Customers	24117-E
24348-E	Schedule EL-1--Residential CARE Program Service	22919-E
24349-E	Schedule EML--Master-Metered Multifamily CARE Program Service	24121-E
24350-E	Schedule EML (Cont.)	24123-E
24351-E	Schedule ESL--Multifamily CARE Program Service	23641-E
24352-E	Schedule ESL (Cont.)	24126-E
24353-E	Schedule ESRL--Residential RV Park and Residential Marina CARE Program Service	22926-E
24354-E	Schedule ESRL (Cont.)	24129-E
24355-E	Schedule ETL--Mobilehome Park CARE Program Service	24132-E
24356-E	Schedule EL-7--Residential CARE Program Time- of-Use Service	24135-E
24357-E	Schedule EL-A7--Experimental Residential CARE Program Alternate Peak Time-of-Use Service	24136-E

**ATTACHMENT 1  
Advice 2784-E**

<b>Cal P.U.C. Sheet No.</b>	<b>Title of Sheet</b>	<b>Cancelling Cal P.U.C. Sheet No.</b>
24358-E	Schedule EL-A7 (Cont.)	24138-E
24359-E	Schedule EL-8--Residential Seasonal CARE Program Service Option	24139-E
24360-E	Schedule EL-8 (Cont.)	24141-E
24361-E	Schedule A-1--Small General Service	21337-E
24362-E	Schedule A-1 (Cont.)	24144-E
24363-E	Schedule A-6--Small General Time-of-Use Service	24147-E
24364-E	Schedule A-10--Medium General Demand-Metered Service	22758-E
24365-E	Schedule A-10 (Cont.)	24153-E
24366-E	Schedule A-15--Direct-Current General Service	24157-E
24367-E	Schedule E-19--Medium General Demand-Metered Time-of-Use Service	24168-E
24368-E	Schedule E-20--Service to Customers with Maximum Demands of 1,000 Kilowatts or More	24180-E
24369-E	Schedule E-25--Restricted Variable-Peak-Period Time-of-Use Service to Water Agencies	24187-E
24370-E	Schedule E-36--Small General Service to Oil and Gas Extraction Customers	24189-E
24371-E	Schedule E-37--Medium General Demand-Metered Time-of-Use Service to Oil and Gas Extraction Customers	22814-E
24372-E	Schedule E-37 (Cont.)	24192-E
24373-E	Schedule E-CARE--CARE Program Service for Qualified Nonprofit Group-Living and Qualified Agricultural Employee Housing Facilities	22960-E
24374-E	Schedule LS-1--PG&E-Owned Street and Highway Lighting	22962-E
24375-E	Schedule LS-1 (Cont.)	24196-E



**ATTACHMENT 1  
Advice 2784-E**

<b>Cal P.U.C. Sheet No.</b>	<b>Title of Sheet</b>	<b>Cancelling Cal P.U.C. Sheet No.</b>
24376-E	Schedule LS-2--Customer-Owned Street and Highway Lighting	24200-E
24377-E	Schedule LS-3--Customer-Owned Street and Highway Lighting Electrolier Meter Rate	24202-E
24378-E	Schedule TC-1--Traffic Control Service	24204-E
24379-E	Schedule OL-1--Outdoor Area Lighting Service	24207-E
24380-E	Schedule S--Standby Service	24211-E
24381-E	Schedule NEM--Net Energy Metering Service	24213-E
24382-E	Schedule NEM (Cont.)	22684-E
24383-E	Schedule NEM (Cont.)	New
24384-E	Schedule AG-1--Agricultural Power	24224-E
24385-E	Schedule AG-R--Split-Week Time-of-Use Agricultural Power	24231-E
24386-E	Schedule AG-V--Short-Peak Time-of-Use Agricultural Power	24240-E
24387-E	Schedule AG-4--Time-of-Use Agricultural Power	24250-E
24388-E	Schedule AG-5--Large Time-of-Use Agricultural Power	24260-E
24389-E	Schedule AG-7--Experimental Tiered Time-of-Use Agricultural Power	24269-E
24390-E	Schedule DA-CRS--Direct Access Cost Responsibility Surcharge	21176-E
24391-E	Schedule TBCC--Transitional Bundled Commodity Cost	22989-E
24392-E	Schedule E-CCA--Services to Community Choice Aggregators	22992-E
24393-E	Schedule E-CCA (Cont.)	22992-E
24394-E	Schedule E-CCA (Cont.)	22993-E
24395-E	Schedule E-CCA (Cont.)	22994-E

**ATTACHMENT 1  
Advice 2784-E**

<b>Cal P.U.C. Sheet No.</b>	<b>Title of Sheet</b>	<b>Cancelling Cal P.U.C. Sheet No.</b>
24396-E	Schedule E-CCA (Cont.)	22994-E
24397-E	Schedule E-CCA (Cont.)	22994-E
24398-E	Schedule E-CCA (Cont.)	22995-E
24399-E	Schedule E-CCA (Cont.)	22995-E
24400-E	Schedule E-CCAINFO--Information Release to Community Choice Aggregators	23058-E
24401-E	Schedule E-CCAINFO (Cont.)	23059-E
24402-E	Schedule E-CCAINFO (Cont.)	23060-E
24403-E	Schedule E-CCAINFO (Cont.)	23060-E
24404-E	Schedule CCA CRS--Community Choice Aggregation Cost Responsibility Surcharge	22999-E
24405-E	Rule 01--Definitions	23005-E
24406-E	Rule 22--Direct Access Service	19763-E
24407-E	Rule 22.1--Direct Access Service Switching Exemption Rules	20996-E
24408-E	Rule 23--Community Choice Aggregation	23007-E
24409-E	Rule 23 (Cont.)	23008-E
24410-E	Rule 23 (Cont.)	23009-E
24411-E	Rule 23 (Cont.)	23010-E
24412-E	Rule 23 (Cont.)	23011-E
24413-E	Rule 23 (Cont.)	23012-E
24414-E	Rule 23 (Cont.)	23013-E
24415-E	Rule 23 (Cont.)	23014-E
24416-E	Rule 23 (Cont.)	23015-E
24417-E	Rule 23 (Cont.)	23016-E
24418-E	Rule 23 (Cont.)	23017-E
24419-E	Rule 23 (Cont.)	23018-E

**ATTACHMENT 1  
Advice 2784-E**

<b>Cal P.U.C. Sheet No.</b>	<b>Title of Sheet</b>	<b>Cancelling Cal P.U.C. Sheet No.</b>
24420-E	Rule 23 (Cont.)	23019-E
24421-E	Rule 23 (Cont.)	New
24422-E	Rule 23 (Cont.)	New
24423-E	Rule 23 (Cont.)	23020-E
24424-E	Rule 23 (Cont.)	23020-E
24425-E	Rule 23 (Cont.)	23020-E
24426-E	Rule 23 (Cont.)	23021-E
24427-E	Rule 23 (Cont.)	New
24428-E	Rule 23 (Cont.)	New
24429-E	Rule 23 (Cont.)	New
24430-E	Rule 23 (Cont.)	New
24431-E	Rule 23 (Cont.)	New
24432-E	Rule 23 (Cont.)	New
24433-E	Rule 23 (Cont.)	New
24434-E	Rule 23 (Cont.)	New
24435-E	Rule 23 (Cont.)	New
24436-E	Rule 23 (Cont.)	23023-E
24437-E	Rule 23 (Cont.)	23024-E
24438-E	Rule 23 (Cont.)	23025-E
24438-E	Rule 23 (Cont.)	23026-E
24439-E	Rule 23 (Cont.)	23027-E
24440-E	Rule 23 (Cont.)	23028-E
24441-E	Rule 23 (Cont.)	23028-E
24442-E	Rule 23 (Cont.)	23029-E
24443-E	Rule 23 (Cont.)	23030-E
24444-E	Rule 23 (Cont.)	23031-E

**ATTACHMENT 1  
Advice 2784-E**

<b>Cal P.U.C. Sheet No.</b>	<b>Title of Sheet</b>	<b>Cancelling Cal P.U.C. Sheet No.</b>
24445-E	Rule 23 (Cont.)	23033-E
24445-E	Rule 23 (Cont.)	23032-E
24446-E	Rule 23 (Cont.)	New
24447-E	Rule 23 (Cont.)	23034-E
24448-E	Rule 23 (Cont.)	23035-E
24449-E	Rule 23 (Cont.)	23043-E
24450-E	Rule 23 (Cont.)	23036-E
24450-E	Rule 23 (Cont.)	23044-E
24451-E	Rule 23 (Cont.)	23037, 23038-E
24452-E	Rule 23 (Cont.)	23038-E
24453-E	Rule 23 (Cont.)	23039-E
24454-E	Rule 23 (Cont.)	23040, 23041-E
24455-E	Rule 23 (Cont.)	23042-E
24456-E	Rule 23.2--Community Choice Aggregation Open Season	New
24457-E	Rule 23.2 (Cont.)	New
24458-E	Rule 23.2 (Cont.)	New
24459-E	Rule 23.2 (Cont.)	New
24460-E	Rule 23.2 (Cont.)	New
24461-E	Sample Form 79-994--Interconnection Application for Net Energy Metering (NEM) for Residential or Small Commercial Customers with Solar or Wind Generating Facilities of 10 Kilowatts or Less	23049-E
24462-E	Sample Form 79-1029--Community Choice Aggregator (CCA) Service Agreement	23050-E
24463-E	Sample Form 79-1031--Community Choice Aggregator (CCA) Non-Disclosure Agreement	23062-E
24470-E	Table of Contents -- Sample Forms	24334-E

**ATTACHMENT 1  
Advice 2784-E**

<b>Cal P.U.C. Sheet No.</b>	<b>Title of Sheet</b>	<b>Cancelling Cal P.U.C. Sheet No.</b>
24464-E	Table of Contents -- Sample Forms	24067-E
24465-E	Table of Contents -- Rules, Maps, Contracts and Deviations	24029-E
24466-E	Table of Contents -- Rate Schedules	23903-E
24467-E	Table of Contents -- Rate Schedules	23905-E
24468-E	Table of Contents -- Rate Schedules	24068-E
24469-E	Table of Contents -- Rate Schedules	24335-E



**SCHEDULE E-1—RESIDENTIAL SERVICE**  
(Continued)

SPECIAL  
CONDITIONS:  
(Cont'd.)

9. 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 Rules 22.1 and 23, 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 Rules 22.1 and 23. 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 applicable Cost Responsibility Surcharge (CRS) pursuant to Schedule DA CRS or Schedule CCA CRS, and short-term commodity prices as set forth in Schedule TBCC.

(T)

(T)

**Direct Access (DA) and Community Choice Aggregation (CCA) Service Customers** purchase energy from their non-utility provider and continue receiving delivery services from PG&E. 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 applicable CRS. The CRS is equal to the sum of the individual charges set forth below. Exemptions to the CRS are set forth in Schedules DA CRS and CCA CRS.

(T)

	DA CRS	CCA CRS
Energy Cost Recovery Amount Charge (per kWh)	\$0.00437	\$0.00437
DWR Power Charge (per kWh)	\$0.01316	\$0.01538
DWR Bond Charge (per kWh)	\$0.00485	\$0.00485
CTC Charge (per kWh)	\$0.00462	\$0.00462
Total CRS (per kWh)	\$0.02700	\$0.02922

10. FIXED TRANSITION AMOUNT: Residential customers are obligated to pay a 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, residential customers receive the benefit of the RRBMA rate.

11. 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.



SCHEDULE EM—MASTER-METERED MULTIFAMILY SERVICE  
(Continued)

SPECIAL  
CONDITIONS:  
(Cont'd.)

10. BILLING: (Cont'd.)

**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 Rules 22.1 and 23, 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 Rules 22.1 and 23. 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 applicable Cost Responsibility Surcharge (CRS) pursuant to Schedule DA CRS or Schedule CCA CRS, and short-term commodity prices as set forth in Schedule TBCC. (T)

**Direct Access (DA) and Community Choice Aggregation (CCA) Service Customers** purchase energy from their non-utility provider and continue receiving delivery services from PG&E. 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 applicable CRS. The CRS is equal to the sum of the individual charges set forth below. Exemptions to the CRS are set forth in Schedules DA CRS and CCA CRS. (T)

	DA CRS	CCA CRS
Energy Cost Recovery Amount Charge (per kWh)	\$0.00437	\$0.00437
DWR Power Charge (per kWh)	\$0.01316	\$0.01538
DWR Bond Charge (per kWh)	\$0.00485	\$0.00485
CTC Charge (per kWh)	\$0.00462	\$0.00462
Total CRS (per kWh)	\$0.02700	\$0.02922

11. FIXED TRANSITION AMOUNT: Residential customers are obligated to pay a FTA, also referred to as Trust Transfer Amount (TTA), as described in Schedule E-RRB and defined in Preliminary Statement Part AS. In addition, residential customers receive the benefit of the RRBMA rate.

12. 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.

(Continued)



SCHEDULE ES—MULTIFAMILY SERVICE  
(Continued)

SPECIAL  
CONDITIONS:  
(Cont'd.)

10. 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 Rules 22.1 and 23, 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 Rules 22.1 and 23. 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 applicable Cost Responsibility Surcharge (CRS) pursuant to Schedule DA CRS or Schedule CCA CRS, and short-term commodity prices as set forth in Schedule TBCC.

(T)

(T)

**Direct Access (DA) and Community Choice Aggregation (CCA) Service Customers** purchase energy from their non-utility provider and continue receiving delivery services from PG&E. 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 applicable CRS. The CRS is equal to the sum of the individual charges set forth below. Exemptions to the CRS are set forth in Schedules DA CRS and CCA CRS.

(T)

	DA CRS	CCA CRS
Energy Cost Recovery Amount Charge (per kWh)	\$0.00437	\$0.00437
DWR Power Charge (per kWh)	\$0.01316	\$0.01538
DWR Bond Charge (per kWh)	\$0.00485	\$0.00485
CTC Charge (per kWh)	\$0.00462	\$0.00462
Total DA CRS (per kWh)	\$0.02700	\$0.02922

11. FIXED TRANSITION AMOUNT: Residential customers are obligated to pay a FTA, also referred to as Trust Transfer Amount (TTA), as described in Schedule E-RRB and defined in Preliminary Statement Part AS. In addition, residential customers receive the benefit of the RRBMA rate.
12. 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.

(Continued)





SCHEDULE ESR—RESIDENTIAL RV PARK AND RESIDENTIAL MARINA SERVICE  
(Continued)

SPECIAL  
CONDITIONS:  
(Cont'd.)

10. BILLING: (Cont'd.)

**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 Rules 22.1 and 23, 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 Rules 22.1 and 23. 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 applicable Cost Responsibility Surcharge (CRS) pursuant to Schedule DA CRS or Schedule CCA CRS, and short-term commodity prices as set forth in Schedule TBCC. (T)

**Direct Access (DA) and Community Choice Aggregation (CCA) Service Customers** purchase energy from their non-utility provider and continue receiving delivery services from PG&E. 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 applicable CRS. The CRS is equal to the sum of the individual charges set forth below. Exemptions to the CRS are set forth in Schedules DA CRS and CCA CRS. (T)

	DA CRS	CCA CRS
Energy Cost Recovery Amount Charge (per kWh)	\$0.00437	\$0.00437
DWR Power Charge (per kWh)	\$0.01316	\$0.01538
DWR Bond Charge (per kWh)	\$0.00485	\$0.00485
CTC Charge (per kWh)	\$0.00462	\$0.00462
Total DA CRS (per kWh)	\$0.02700	\$0.02922

11. FIXED TRANSITION AMOUNT: Residential customers are obligated to pay a 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, residential customers receive the benefit of the RRBMA rate.

12. 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.

(Continued)



SCHEDULE ET—MOBILEHOME PARK SERVICE  
(Continued)

SPECIAL  
CONDITIONS:  
(Cont'd.)

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 Rules 22.1 and 23, 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 Rules 22.1 and 23. 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 applicable Cost Responsibility Surcharge (CRS) pursuant to Schedule DA CRS or Schedule CCA CRS, and short-term commodity prices as set forth in Schedule TBCC. (T)

**Direct Access (DA) and Community Choice Aggregation (CCA) Service Customers** purchase energy from their non-utility provider and continue receiving delivery services from PG&E. 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 applicable CRS. The CRS is equal to the sum of the individual charges set forth below. Exemptions to the CRS are set forth in Schedules DA CRS and CCA CRS. (T)

	DA CRS	CCA CRS
Energy Cost Recovery Amount Charge (per kWh)	\$0.00437	\$0.00437
DWR Power Charge (per kWh)	\$0.01316	\$0.01538
DWR Bond Charge (per kWh)	\$0.00485	\$0.00485
CTC Charge (per kWh)	\$0.00462	\$0.00462
Total CRS (per kWh)	\$0.02700	\$0.02922

12. FIXED TRANSITION AMOUNT: Residential customers are obligated to pay a 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, residential customers receive the benefit of the RRBMA rate.
13. 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.

(Continued)



SCHEDULE E-7—RESIDENTIAL TIME-OF-USE SERVICE  
(Continued)

SPECIAL  
CONDITIONS:  
(Cont'd.)

5. SEASONAL CHANGES: The summer season is May 1 through October 31 and the winter season is November 1 through April 30. Bills that include May 1 and November 1 seasonal changeover dates will be calculated by multiplying the applicable daily baseline quantity and rates for each season by the number of days in each season for the billing period.
6. ADDITIONAL METERS: If a residential dwelling unit is served by more than one electric meter, the customer must designate which meter is the primary meter and which is (are) the additional meter(s). Only the basic baseline quantities or basic plus medical allowances, if applicable, will be available for the additional meter(s).
7. COMMON-AREA ACCOUNTS: Common-area accounts that are separately metered by PG&E have a one-time option of switching to an applicable general service rate schedule by notifying PG&E in writing. Common-area accounts are those accounts that provide electric service to Common Use Areas as defined in Rule 1.

Accounts that switch to a general service tariff will have one, and possibly two, opportunities to return to a residential rate schedule. Please see Common-Area Accounts Section of General Service Schedules A-1, A-6, A-10, and E-19 for more details.

8. 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 Rules 22.1 and 23, 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 Rules 22.1 and 23. 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 applicable Cost Responsibility Surcharge (CRS) pursuant to Schedule DA CRS or Schedule CCA CRS, and short-term commodity prices as set forth in Schedule TBCC.

(T)

(T)

**Direct Access (DA) and Community Choice Aggregation (CCA) Service Customers** purchase energy from their non-utility provider and continue receiving delivery services from PG&E. 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 applicable CRS. The CRS is equal to the sum of the individual charges set forth below. Exemptions to the CRS are set forth in Schedules DA CRS and CCA CRS.

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(Continued)



SCHEDULE E-A7—EXPERIMENTAL RESIDENTIAL ALTERNATE PEAK TIME-OF-USE SERVICE  
(Continued)

**SPECIAL  
CONDITIONS:**  
(Cont'd.)

5. **SEASONAL CHANGES:** The summer season is May 1 through October 31 and the winter season is November 1 through April 30. Bills that include May 1 and November 1 seasonal changeover dates will be calculated by multiplying the applicable daily baseline quantity and rates for each season by the number of days in each season for the billing period.

6. **ADDITIONAL METERS:** If a residential dwelling unit is served by more than one electric meter, the customer must designate which meter is the primary meter and which is (are) the additional meter(s). Only the basic baseline quantities or basic plus medical allowances, if applicable, will be available for the additional meter(s).

7. **COMMON-AREA ACCOUNTS:** Common-area accounts that are separately metered by PG&E have a one-time option of switching to an applicable general service rate schedule by notifying PG&E in writing. Common-area accounts are those accounts that provide electric service to Common Use Areas as defined in Rule 1.

Accounts that switch to a general service tariff will have one, and possibly two, opportunities to return to a residential rate schedule. Please see Common-Area Accounts Section of General Service Schedules A-1, A-6, A-10, and E-19 for more details.

8. **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 Rules 22.1 and 23, 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 Rules 22.1 and 23. 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 applicable Cost Responsibility Surcharge (CRS) pursuant to Schedule DA CRS or Schedule CCA CRS, and short-term commodity prices as set forth in Schedule TBCC.

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**Direct Access (DA) and Community Choice Aggregation (CCA) Service Customers** purchase energy from their non-utility provider and continue receiving delivery services from PG&E. 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 applicable CRS. The CRS is equal to the sum of the individual charges set forth below. Exemptions to the CRS are set forth in Schedules DA CRS and CCA CRS.

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(Continued)



**SCHEDULE E-8—RESIDENTIAL SEASONAL SERVICE OPTION**  
(Continued)

**SPECIAL  
CONDITIONS:**

1. Seasonal Charges: The summer season is May 1 through October 31. The winter season is November 1 through April 30. When billing includes use in both the summer and winter season, charges will be prorated based upon the number of days in each period.
2. Customers who enroll on this schedule may not switch to another residential schedule until service has been taken on this schedule for 12 billing periods.
3. The baseline quantities, rates and additional quantity allowances for medical needs available under other residential rate schedules are not available on this schedule below 130 percent of baseline, but are applicable to all usage in excess of 130 percent of baseline. Please see Schedule E-1 for applicable baseline quantities.
4. **COMMON-AREA ACCOUNTS:** Common-area accounts that are separately metered by PG&E have a one-time option of switching to an applicable general service rate schedule by notifying PG&E in writing. Common-area accounts are those accounts that provide electric service to Common Use Areas as defined in Rule 1.

Accounts that switch to a general service tariff will have one, and possibly two, opportunities to return to a residential rate schedule. Please see Common-Area Accounts Section of General Service Schedules A-1, A-6, A-10, and E-19 for more details.

5. **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 Rules 22.1 and 23, 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 Rules 22.1 and 23. 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 applicable Cost Responsibility Surcharge (CRS) pursuant to Schedule DA CRS or Schedule CCA CRS, and short-term commodity prices as set forth in Schedule TBCC.

(T)

(T)

**Direct Access (DA) and Community Choice Aggregation (CCA) Service Customers** purchase energy from their non-utility provider and continue receiving delivery services from PG&E. 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 applicable CRS. The CRS is equal to the sum of the individual charges set forth below. Exemptions to the CRS are set forth in Schedules DA CRS and CCA CRS.

(T)

	DA CRS	CCA CRS
Energy Cost Recovery Amount Charge (per kWh)	\$0.00437	\$0.00437
DWR Power Charge (per kWh)	\$0.01316	\$0.01538
DWR Bond Charge (per kWh)	\$0.00485	\$0.00485
CTC Charge (per kWh)	\$0.00462	\$0.00462
Total CRS (per kWh)	\$0.02700	\$0.02922

(Continued)



**SCHEDULE E-9—EXPERIMENTAL RESIDENTIAL TIME-OF-USE SERVICE  
FOR LOW EMISSION VEHICLE CUSTOMERS**

(Continued)

SPECIAL  
CONDITIONS:  
(Cont'd.)

7. BILLING (Cont'd.): **Bundled Service Customers** receive supply and delivery services solely from PG&E. The customers bill is based on the Total Rate set forth above.

**Transitional Bundled Service Customers** take transitional bundled service as prescribed in Rules 22.1 and 23, 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 Rules 22.1 and 23. 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 applicable Cost Responsibility Surcharge (CRS) pursuant to Schedule DA CRS or Schedule CCA CRS, and short-term commodity prices as set forth in Schedule TBCC.

(T)

(T)

**Direct Access (DA) and Community Choice Aggregation (CCA) Service Customers** purchase energy from their non-utility provider and continue receiving delivery services from PG&E. 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 applicable CRS. The CRS is equal to the sum of the individual charges set forth below. Exemptions to the CRS are set forth in Schedules DA CRS and CCA CRS.

(T)

	DA CRS	CCA CRS
Energy Cost Recovery Amount Charge (per kWh)	\$0.00437	\$0.00437
DWR Power Charge (per kWh)	\$0.01316	\$0.01538
DWR Bond Charge (per kWh)	\$0.00485	\$0.00485
CTC Charge (per kWh)	\$0.00462	\$0.00462
Total CRS (per kWh)	\$0.02700	\$0.02922

8. FIXED TRANSITION AMOUNT: Residential customers are obligated to pay a 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, residential customers receive the benefit of the RRBMA rate.

(Continued)





SCHEDULE EL-1—RESIDENTIAL CARE PROGRAM SERVICE  
(Continued)

SPECIAL  
CONDITIONS:  
(Cont'd.)

5. **ADDITIONAL METERS:** If a residential dwelling unit is served by more than one electric meter, the customer must designate which meter is the primary meter and which is (are) the additional meter(s). Only the basic baseline quantities will be applicable to the additional meter(s).
6. **SEASONAL CHANGES:** The summer season is May 1 through October 31 and the winter season is November 1 through April 30. Bills that include multiplying the applicable daily baseline quantity for each season by the number of days in each season for the billing period.
7. **STANDARD MEDICAL QUANTITIES** (Code M - Basic Plus Medical Quantities, Code S - All-Electric Plus Medical Quantities): Additional medical quantities are available as provided in Rule 19, for both the primary and additional meters.
8. **COMMON-AREA ACCOUNTS:** Common-area accounts that are separately metered by PG&E have a one-time option of switching to an applicable general service rate schedule by notifying PG&E in writing. Common-area accounts are those accounts that provide electric service to Common Use Areas as defined in Rule 1.

Accounts that switch to a general service tariff will have one, and possibly two, opportunities to return to a residential rate schedule. Please see Common-Area Accounts Section of General Service Schedules A-1, A-6, A-10, and E-19 for more details.

9. **BILLING:** A customer's bill is calculated based on the option applicable to the customers:

**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 Rules 22.1 and 23, 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 Rules 22.1 and 23. 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 applicable Cost Responsibility Surcharge (CRS) pursuant to Schedule DA CRS or Schedule CCA CRS, and short-term commodity prices as set forth in Schedule TBCC.

(T)

(T)

**Direct Access (DA) and Community Choice Aggregation (CCA) Service Customers** purchase energy from their non-utility provider and continue receiving delivery services from PG&E. 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 applicable CRS. The CRS is equal to the sum of the individual charges set forth below. Exemptions to the CRS are set forth in Schedules DA CRS and CCA CRS.

(T)

(Continued)



**SCHEDULE EML—MASTER-METERED MULTIFAMILY CARE PROGRAM SERVICE**

**APPLICABILITY:** This schedule is applicable to residential single-phase and polyphase service supplied to a multifamily accommodation through one meter on a single premises where the applicant qualifies for California Alternate Rates for Energy (CARE) under the eligibility and certification criteria set forth in Rule 19.2 or 19.3\*; and where all of the single-family accommodations are not separately submetered in accordance with Rule 18. This schedule is closed as of June 13, 1978, except to residential hotels as defined in Rule 1 and to residential RV parks which rent at least 50 percent of their spaces on a month-to-month basis for at least 9 months of the year to RV units used as permanent residences.

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 EML charges. See Special Conditions 11 and 12 of this rate schedule for exemptions to standby charges.

**TERRITORY:** The entire territory served.

**RATES:** Total bundled service charges are calculated using the total rates below. Bundled service customers are billed the greater of the total minimum charge or the otherwise applicable total charge derived from total energy rates.

Direct Access and Community Choice Aggregation (CCA) charges shall be calculated in accordance with the paragraph in this rate schedule titled Billing. (T)

**TOTAL RATES**

Total Energy Rates (\$ per kWh)	
Baseline Usage	\$0.08316
Above Baseline Usage	\$0.09563
Total Minimum Charge Rate (\$ per meter per day)	\$0.11828

\* 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 EML—MASTER-METERED MULTIFAMILY CARE PROGRAM SERVICE**  
(Continued)

**SPECIAL  
CONDITIONS:**  
(Cont'd.)

5. **SEASONAL CHANGES:** The summer season is May 1 through October 31 and the winter season is November 1 through April 30. Bills that include May 1 and November 1 seasonal changeover dates will be calculated by multiplying the applicable daily baseline quantity for each season by the number of days in each season for the billing period.
6. **STANDARD MEDICAL QUANTITIES** (Code M - Basic plus Medical Quantities, Code S - All-Electric plus Medical Quantities): Additional medical quantities are available as shown in Rule 19.
7. **RESIDENTIAL DWELLING UNITS:** It is the responsibility of the customer to advise PG&E within 15 days following any change in the number of residential dwelling units receiving electric service.
8. **MISCELLANEOUS LOADS:** Miscellaneous electrical loads such as general lighting, laundry rooms, general maintenance, and other similar use incidental to the operation of the premises as a multifamily accommodation will be considered residential use.
9. **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 customers 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 Rules 22.1 and 23, 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 Rules 22.1 and 23. 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 applicable Cost Responsibility Surcharge (CRS) pursuant to Schedule DA CRS or Schedule CCA CRS, and short-term commodity prices as set forth in Schedule TBCC.

**Direct Access (DA) and Community Choice Aggregation (CCA) Service Customers** purchase energy from their non-utility provider and continue receiving delivery services from PG&E. 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 applicable CRS. The CRS is equal to the sum of the individual charges set forth below. Exemptions to the CRS are set forth in Schedules DA CRS and CCA CRS.

**DA CRS & CCA CRS**

Energy Cost Recovery Amount Charge (per kWh)	\$0.00437
DWR Power Charge (per kWh)	\$0.00000
DWR Bond Charge (per kWh)	\$0.00000
CTC Charge (per kWh)	\$0.00462
Total CRS (per kWh)	\$0.00899

(Continued)



SCHEDULE ESL—MULTIFAMILY CARE PROGRAM SERVICE  
(Continued)

SPECIAL  
CONDITIONS:  
(Cont'd.)

5. SEASONAL CHANGES: The summer season is May 1 through October 31 and the winter season is November 1 through April 30. Bills that include May 1 and November 1 seasonal changeover dates will be calculated by multiplying the applicable daily baseline quantity for each season by the number of days in each season for the billing period.
6. STANDARD MEDICAL QUANTITIES (Code M - Basic Plus Medical Quantities, Code S - All-Electric Plus Medical Quantities): Additional medical quantities are available as shown in Rule 19.
7. RESIDENTIAL DWELLING UNITS: It is the responsibility of the customer to advise PG&E within 15 days following any change in the number of dwelling units and/or any decrease in the number of qualifying CARE applicants that results when such applicants move out of their submetered dwelling unit.  
  
Master-Meter/Submetering Rent Adjustment: If an existing Master-Meter customer converts to submetered service, that customer shall revise tenant rental amounts downward to remove energy-related charges for the duration of the lease consistent with Public Utilities Code 739.5 and Decision 05-05-026.
8. MINIMUM AVERAGE RATE LIMITER: The customer's bill will be controlled by a minimum average rate limiter. The customer's bill will be increased if necessary, so that the average monthly rate, calculated using the rates above and reduced by the Energy Rate Adjustment of Schedule E-ERA (where applicable), is not less than the minimum average rate limiter shown above. The minimum average rate limiter will be applied to the customer's bill before the CARE discount is computed.
9. MISCELLANEOUS LOADS: Miscellaneous electrical loads such as general lighting, laundry rooms, general maintenance, and other similar use incidental to the operation of the premises as a multifamily accommodation will be considered residential use.
10. 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 and 23, 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 and 23. 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 applicable Cost Responsibility Surcharge (CRS) pursuant to Schedule DA CRS or Schedule CCA CRS and short-term commodity prices as set forth in Schedule TBCC.

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SCHEDULE ESL—MULTIFAMILY CARE PROGRAM SERVICE  
(Continued)

SPECIAL  
CONDITIONS:  
(Cont'd.)

10. BILLING: (Cont'd.)

**Direct Access (DA) and Community Choice Aggregation (CCA) Service**

**Customers** purchase energy from their non-utility provider and continue receiving delivery services from PG&E. 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 applicable CRS. The CRS is equal to the sum of the individual charges set forth below. Exemptions to the CRS are set forth in Schedules DA CRS and CCA CRS.

(T)

	CARE AND MEDICAL BASELINE USE	DA CRS NON- QUALIFYING CARE USE	CCA CRS NON- QUALIFYING CARE USE
Energy Cost Recovery Amount Charge (per kWh)	\$0.00437	\$0.00437	\$0.00437
DWR Power Charge (per kWh)	\$0.00000	\$0.01316	\$0.01538
DWR Bond Charge (per kWh)	\$0.00000	\$0.00485	\$0.00485
CTC Charge (per kWh)	\$0.00462	\$0.00462	\$0.00462
Total CRS (per kWh)	\$0.00899	\$0.02700	\$0.02922

11. FIXED TRANSITION AMOUNT: Residential customers are obligated to pay a 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, residential customers receive the benefit of the RRBMA rate.

12. 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.

(Continued)



SCHEDULE ESRL—RESIDENTIAL RV PARK AND RESIDENTIAL MARINA CARE PROGRAM SERVICE  
(Continued)

**SPECIAL  
CONDITIONS:**  
(Cont'd.)

6. **STANDARD MEDICAL QUANTITIES** (Code M - Basic Plus Medical Quantities, Code S - All-Electric Plus Medical Quantities): Additional medical quantities are available as provided in Rule 19.
7. **RESIDENTIAL DWELLING UNITS:** It is the responsibility of the customer to advise PG&E within 15 days following any change in: (1) the number of permanent-residence RV spaces or permanent-residence boat slips/berths wired for submetered service; (2) qualifications for baseline quantities; and (3) the number of qualifying CARE applicants that results when such applicants move out of their submetered permanent-residence RV or permanent-residence boat.
8. **NONRESIDENTIAL LOADS:** Nonresidential electrical loads such as offices (other than an office used only for the residential RV park or residential marina); RV spaces rented on a daily or weekly basis; boat slips/berths rented to recreational, pleasure, or commercial boats; stores; shops; restaurants; service stations; fuel docks; and other similar nonresidential use will be separately metered and billed under applicable rate schedules.
9. **MISCELLANEOUS LOADS:** Miscellaneous electrical loads such as general lighting, laundry rooms, recreation rooms, swimming pools, rental office (manager's office), general maintenance, common areas, and other similar use incidental to the operation of the premises as a residential RV park or a residential marina will be considered residential use.
10. **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 Rules 22.1 and 23, 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 Rules 22.1 and 23. 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 applicable Cost Responsibility Surcharge (CRS) pursuant to Schedule DA CRS or Schedule CCA CRS, and short-term commodity prices as set forth in Schedule TBCC.

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(Continued)



SCHEDULE ESRL—RESIDENTIAL RV PARK AND RESIDENTIAL MARINA CARE PROGRAM SERVICE  
(Continued)

SPECIAL  
CONDITIONS:  
(Cont'd.)

10. BILLING: (Cont'd.)

**Direct Access (DA) and Community Choice Aggregation (CCA) Service**

**Customers** purchase energy from their non-utility provider and continue receiving delivery services from PG&E. 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 applicable CRS. The CRS is equal to the sum of the individual charges set forth below. Exemptions to the CRS are set forth in Schedules DA CRS and CCA CRS.

(T)

	CARE AND MEDICAL BASELINE USE	DA CRS NON- QUALIFYING CARE USE	CCA CRS NON- QUALIFYING CARE USE
Energy Cost Recovery Amount Charge (per kWh)	\$0.00437	\$0.00437	\$0.00437
DWR Power Charge (per kWh)	\$0.00000	\$0.01316	\$0.01538
DWR Bond Charge (per kWh)	\$0.00000	\$0.00485	\$0.00485
CTC Charge (per kWh)	\$0.00462	\$0.00462	\$0.00462
Total CRS (per kWh)	\$0.00899	\$0.02700	\$0.02922

11. FIXED TRANSITION AMOUNT: Residential customers are obligated to pay a 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, residential customers receive the benefit of the RRBMA rate.

12. 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.

(Continued)



SCHEDULE ETL—MOBILE HOME PARK CARE PROGRAM SERVICE  
(Continued)

SPECIAL  
CONDITIONS:  
(Cont'd.)

11. BILLING: (Cont'd.)

**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 Rules 22.1 and 23, 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 Rules 22.1 and 23. 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 applicable Cost Responsibility Surcharge (CRS) pursuant to Schedule DA CRS or Schedule CCA CRS, and short-term commodity prices as set forth in Schedule TBCC. (T)

**Direct Access (DA) and Community Choice Aggregation (CCA) Service Customers** purchase energy from their non-utility provider and continue receiving delivery services from PG&E. 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 applicable CRS. The CRS is equal to the sum of the individual charges set forth below. Exemptions to the CRS are set forth in Schedules DA CRS and CCA CRS. (T)

	CARE AND MEDICAL BASELINE USE	DA CRS NON- QUALIFYING CARE USE	CCA CRS NON- QUALIFYING CARE USE
Energy Cost Recovery Amount Charge (per kWh)	\$0.00437	\$0.00437	\$0.00437
DWR Power Charge (per kWh)	\$0.00000	\$0.01316	\$0.01538
DWR Bond Charge (per kWh)	\$0.00000	\$0.00485	\$0.00485
CTC Charge (per kWh)	\$0.00462	\$0.00462	\$0.00462
Total CRS (per kWh)	\$0.00889	\$0.02700	\$0.02922

12. FIXED TRANSITION AMOUNT: Residential customers are obligated to pay a 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, residential customers receive the benefit of the RRBMA rate.

13. 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.

(Continued)



**SCHEDULE EL-7—RESIDENTIAL CARE PROGRAM TIME-OF-USE SERVICE**  
(Continued)

SPECIAL  
CONDITIONS:  
(Cont'd.)

7. **COMMON-AREA ACCOUNTS:** Common-area accounts that are separately metered by PG&E have a one-time option of switching to an applicable general service rate schedule by notifying PG&E in writing. Common-area accounts are those accounts that provide electric service to Common Use Areas as defined in Rule 1.

Accounts that switch to a general service tariff will have one, and possibly two, opportunities to return to a residential rate schedule. Please see Common-Area Accounts Section of General Service Schedules A-1, A-6, A-10, and E-19 for more details.

8. **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 Rules 22.1 and 23, 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 Rules 22.1 and 23. 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 applicable Cost Responsibility Surcharge (CRS) pursuant to Schedule DA CRS or Schedule CCA CRS, and short-term commodity prices as set forth in Schedule TBCC.

(T)

(T)

**Direct Access (DA) and Community Choice Aggregation (CCA) Service Customers** purchase energy from their non-utility provider and continue receiving delivery services from PG&E. 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 applicable CRS. The CRS is equal to the sum of the individual charges set forth below. Exemptions to the CRS are set forth in Schedules DA CRS and CCA CRS.

(T)

DA CRS & CCA CRS

Energy Cost Recovery Amount Charge (per kWh)	\$0.00437
DWR Power Charge (per kWh)	\$0.00000
DWR Bond Charge (per kWh)	\$0.00000
CTC Charge (per kWh)	\$0.00462
Total CRS (per kWh)	\$0.00899

9. **FIXED TRANSITION AMOUNT:** Residential customers are obligated to pay a 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, residential customers receive the benefit of the RRBMA rate.

(Continued)





SCHEDULE EL-A7—EXPERIMENTAL RESIDENTIAL CARE PROGRAM ALTERNATE PEAK TIME-OF-USE SERVICE  
(Continued)

**RATES:** Total bundled service charges are calculated using the total rates below. On-peak and off-peak usage is assigned to tiers on a pro-rated basis. For example, if twenty percent of a customer's usage is in the on-peak period, then twenty percent of the total usage in each tier will be treated as on-peak usage and eighty percent of the total usage in each tier will be treated as off-peak usage. Bundled service customers are billed the greater of the total minimum charge or the otherwise applicable total charge derived from total energy rates.

Direct Access and Community Choice Aggregation (CCA) charges shall be calculated in accordance with the paragraph in this rate schedule titled Billing. (T)

**TOTAL RATES**

	PEAK	OFF-PEAK
Total Energy Rates (\$ per kWh)		
Summer	\$0.31260	\$0.07248
Winter	\$0.10393	\$0.07974
Total Baseline Credit (\$ per kWh of baseline use)	\$0.01559	\$0.01559
One-Time Installation Charge Rate Y (\$ per meter)	\$277.00	
Total Minimum Charge Rate (\$ per meter per day)	\$0.14784	

(Continued)





SCHEDULE EL-A7—EXPERIMENTAL RESIDENTIAL CARE PROGRAM ALTERNATE PEAK TIME-OF-USE SERVICE  
(Continued)

SPECIAL  
CONDITIONS:  
(Cont'd.)

8. 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 Rules 22.1 and 23, 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 Rules 22.1 and 23. 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 applicable Cost Responsibility Surcharge (CRS) pursuant to Schedule DA CRS or Schedule CCA CRS, and short-term commodity prices as set forth in Schedule TBCC. (T)

**Direct Access (DA) and Community Choice Aggregation (CCA) Service Customers** purchase energy from their non-utility provider and continue receiving delivery services from PG&E. 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 applicable CRS. The CRS is equal to the sum of the individual charges set forth below. Exemptions to the CRS are set forth in Schedules DA CRS and CCA CRS. (T)

DA CRS & CCA CRS

Energy Cost Recovery Amount Charge (per kWh)	\$0.00437
DWR Power Charge (per kWh)	\$0.00000
DWR Bond Charge (per kWh)	\$0.00000
CTC Charge (per kWh)	\$0.00462

Total CRS (per kWh)	\$0.00899
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9. FIXED TRANSITION AMOUNT: Residential customers are obligated to pay a 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, residential customers receive the benefit of the RRBMA rate.
10. 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.

(Continued)



SCHEDULE EL-8—RESIDENTIAL SEASONAL CARE PROGRAM SERVICE OPTION

**APPLICABILITY:** This voluntary schedule is available to customers for whom Schedule E-8 applies where the applicant qualifies for California Alternate Rates for Energy (CARE) under the eligibility and certification criteria set forth in Rules 19.1, 19.2, or 19.3.\* This schedule is closed to new customers.

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 EL-8 charges. See Special Conditions 7 and 8 of this rate schedule for exemptions to standby charges.

**TERRITORY:** The entire territory served.

**RATES:** Total bundled service charges are calculated using the total rates below.

Direct Access and Community Choice Aggregation (CCA) charges shall be calculated in accordance with the paragraph in this rate schedule titled Billing. (T)

**TOTAL RATES**

Total Energy Rates (\$ per kWh)

Summer

\$0.08624

Winter

\$0.05234

Total Customer Charge Rate (\$ per meter per day)

\$0.32927

(Continued)



**SCHEDULE EL-8—RESIDENTIAL SEASONAL CARE PROGRAM SERVICE OPTION**  
(Continued)

**SPECIAL  
CONDITIONS:**

1. Seasonal Charges: The summer season is May 1 through October 31. The winter season is November 1 through April 30. When billing includes use in both the summer and winter season, charges will be prorated based upon the number of days in each period.
2. Customers who enroll on this schedule may not switch to another residential schedule until service has been taken on this schedule for 12 billing periods.
3. The baseline quantities, rates and additional quantity allowances for medical needs available under other residential rate schedules are not available on this schedule below 130 percent of baseline, but are applicable to all usage in excess of 130 percent of baseline. Please see Schedule E-1 for applicable baseline quantities.
4. COMMON-AREA ACCOUNTS: Common-area accounts that are separately metered by PG&E have a one-time option of switching to an applicable general service rate schedule by notifying PG&E in writing. Common-area accounts are those accounts that provide electric service to Common Use Areas as defined in Rule 1.

Accounts that switch to a general service tariff will have one, and possibly two, opportunities to return to a residential rate schedule. Please see Common-Area Accounts Section of General Service Schedules A-1, A-6, A-10, and E-19 for more details.

5. 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 Rules 22.1 and 23, 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 Rules 22.1 and 23. 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 applicable Cost Responsibility Surcharge (CRS) pursuant to Schedule DA CRS or Schedule CCA CRS, and short-term commodity prices as set forth in Schedule TBCC.

(T)

(T)

**Direct Access (DA) and Community Choice Aggregation (CCA) Service Customers** purchase energy from their non-utility provider and continue receiving delivery services from PG&E. 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 applicable CRS. The CRS is equal to the sum of the individual charges set forth below. Exemptions to the CRS are set forth in Schedules DA CRS and CCA CRS.

(T)

**DA CRS & CCA CRS**

Energy Cost Recovery Amount Charge (per kWh)	\$0.00437
DWR Power Charge (per kWh)	\$0.00000
DWR Bond Charge (per kWh)	\$0.00000
CTC Charge (per kWh)	\$0.00462
Total CRS (per kWh)	\$0.00899

(Continued)



SCHEDULE A-1—SMALL GENERAL SERVICE  
(Continued)

**CONTRACT:** For customers who use service for only part of the year, this schedule is available only on 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, charges will be prorated based upon the number of days in each period.

**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 reduces the surcharges or 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 set forth in this schedule.

**Transitional Bundled Service Customers** take transitional bundled service as prescribed in Rule 22.1 or 23, 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 or 23. 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 applicable Cost Responsibility Surcharge (CRS) pursuant to Schedule DA CRS or Schedule CCA CRS and short-term commodity prices as set forth in Schedule TBCC. (T) (T)

(Continued)



**SCHEDULE A-1—SMALL GENERAL SERVICE**  
(Continued)

**BILLING:**  
(Cont'd.)

**Direct Access (DA) and Community Choice Aggregation (CCA) Service Customers**

(T)

purchase energy from their non-utility provider and continue receiving delivery services from PG&E. 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 applicable CRS. The CRS is equal to the sum of the individual charges set forth below. Exemptions to the CRS are set forth in Schedules DA CRS and CCA CRS.

	DA CRS	CCA CRS
Energy Cost Recovery Amount Charge (per kWh)	\$0.00437	\$0.00437
DWR Power Charge (per kWh)	\$0.01318	\$0.01540
DWR Bond Charge (per kWh)	\$0.00485	\$0.00485
CTC Charge (per kWh)	\$0.00460	\$0.00460
Total CRS (per kWh)	\$0.02700	\$0.02922

**FIXED  
TRANSITION  
AMOUNT:**

All customers served on this schedule 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 memorandum account rate.

**CARE  
DISCOUNT:**

Nonprofit Group-Living Facilities which meet the eligibility criteria in Rule 19.2 or 19.3 are eligible for a California Alternate Rates for Energy discount pursuant to 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 Charges (CTC), Energy Cost Recovery Amount, FTA and the Rate Reduction Bond Memorandum Account Rate.

**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.

(Continued)



**SCHEDULE A-6—SMALL GENERAL TIME-OF-USE SERVICE**  
(Continued)

**COMMON-AREA ACCOUNTS:** (Cont'd.) 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 set forth in this schedule.

**Transitional Bundled Service Customers** take transitional bundled service as prescribed in Rules 22.1 and 23, 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 Rules 22.1 and 23. 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 applicable Cost Responsibility Surcharge (CRS) pursuant to Schedule DA CRS or Schedule CCA CRS, and short-term commodity prices as set forth in Schedule TBCC. (T)

**Direct Access (DA) and Community Choice Aggregation (CCA) Service Customers** purchase energy from their non-utility provider and continue receiving delivery services from PG&E. 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 applicable CRS. The CRS is equal to the sum of the individual charges set forth below. Exemptions to the CRS are set forth in Schedules DA CRS and CCA CRS. (T)

	DA CRS	CCA CRS
Energy Cost Recovery Amount Charge (per kWh)	\$0.00437	\$0.00437
DWR Power Charge (per kWh)	\$0.01318	\$0.01540
DWR Bond Charge (per kWh)	\$0.00485	\$0.00485
CTC Charge (per kWh)	\$0.00460	\$0.00460
Total CRS (per kWh)	\$0.02700	\$0.02922

**FIXED TRANSITION AMOUNT:** All customers served on this schedule 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 memorandum account rate.

**CARE DISCOUNT:** Nonprofit Group-Living 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 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 Charges (CTC), Energy Cost Recovery Amount, FTA and the Rate Reduction Bond Memorandum Account Rate.

(Continued)



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

**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 23, 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 or 23. 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 applicable Cost Responsibility Surcharge (CRS) pursuant to Schedule DA CRS or Schedule CCA CRS and short-term commodity prices as set forth in Schedule TBCC.

(T)

(T)

(Continued)





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

**BILLING:**  
(Cont'd.)

**Direct Access (DA) and Community Choice Aggregation (CCA) Service Customers**

(T)

purchase energy from their non-utility provider and continue receiving delivery services from PG&E. 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 applicable CRS. The CRS is equal to the sum of the individual charges set forth below. Exemptions to the CRS are set forth in Schedules DA CRS and CCA CRS.

	DA CRS	CCA CRS
Energy Cost Recovery Amount Charge (per kWh)	\$0.00437	\$0.00437
DWR Power Charge (per kWh)	\$0.01324	\$0.01546
DWR Bond Charge (per kWh)	\$0.00485	\$0.00485
CTC Charge (per kWh)	\$0.00454	\$0.00454
Total CRS (per kWh)	\$0.02700	\$0.02922

**FIXED  
TRANSITION  
AMOUNT:**

Eligible small commercial customers served on this schedule 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 memorandum account rate.

**CARE  
DISCOUNT:**

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), Energy Cost Recovery Amount, FTA and the Rate Reduction Bond Memorandum Account Rate.

(Continued)





SCHEDULE A-15—DIRECT-CURRENT GENERAL SERVICE  
(Continued)

**SEASONS:** The summer (Period A) rate is effective May 1 through October 31. The winter (Period B) rate is effective November 1 through April 30. When billing includes use in both Period A and Period B, charges will be prorated based upon the number of days in each period.

**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 Rules 22.1 and 23, 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 Rules 22.1 and 23. 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 applicable Cost Responsibility Surcharge (CRS) pursuant to Schedule DA CRS or Schedule CCA CRS, and short-term commodity prices as set forth in Schedule TBCC. (T)

**Direct Access (DA) and Community Choice Aggregation (CCA) Service Customers** purchase energy from their non-utility provider and continue receiving delivery services from PG&E. 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 applicable CRS. The CRS is equal to the sum of the individual charges set forth below. Exemptions to the CRS are set forth in Schedules DA CRS and CCA CRS. (T)

	<u>DA CRS</u>	<u>CCA CRS</u>
Energy Cost Recovery Amount Charge (per kWh)	\$0.00437	\$0.00437
DWR Power Charge (per kWh)	\$0.01318	\$0.01540
DWR Bond Charge (per kWh)	\$0.00485	\$0.00485
CTC Charge (per kWh)	\$0.00460	\$0.00460
Total CRS (per kWh)	\$0.02700	\$0.02922

**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.



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

16. BILLING: **Bundled Service Customers** receive supply and delivery services solely from PG&E.  
(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 Rules 22.1 and 23, 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 Rules 22.1 and 23. 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 applicable Cost Responsibility Surcharge (CRS) pursuant to Schedule DA CRS or Schedule CCA CRS, and short-term commodity prices as set forth in Schedule TBCC. (T)

**Direct Access (DA) and Community Choice Aggregation (CCA) Service Customers** purchase energy from their non-utility provider and continue receiving delivery services from PG&E. 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 applicable CRS. The CRS is equal to the sum of the individual charges set forth below. Exemptions to the CRS are set forth in Schedules DA CRS and CCA CRS. (T)

	DA CRS	CCA CRS
Energy Cost Recovery Amount Charge (per kWh)	\$0.00437 (R)	\$0.00437 (R)
DWR Power Charge (per kWh)	\$0.01417 (I)	\$0.01639 (I)
DWR Bond Charge (per kWh)	\$0.00485 (I)	\$0.00485 (I)
Ongoing CTC Charge (per kWh)	\$0.00361 (R)	\$0.00361 (R)
Total CRS (per kWh)	\$0.02700	\$0.02922 (R)

17. 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.
18. 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), Energy Cost Recovery Amount, FTA and the Rate Reduction Bond Memorandum Account Rate.

(Continued)



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

13. **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.

14. **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 Rules 22.1 and 23, 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 Rules 22.1 and 23. 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 applicable Cost Responsibility Surcharge (CRS) pursuant to Schedule DA CRS or Schedule CCA CRS, and short-term commodity prices as set forth in Schedule TBCC. (T)

**Direct Access (DA) and Community Choice Aggregation (CCA) Service Customers** purchase energy from their non-utility provider and continue receiving delivery services from PG&E. 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 applicable CRS. The CRS is equal to the sum of the individual charges set forth below. Exemptions to the CRS are set forth in Schedules DA CRS and CCA CRS. (T)

DA CRS	Secondary Voltage	Primary Voltage	Transmission Voltage
Energy Cost Recovery Amount Charge (per kWh)	\$0.00437	\$0.00437	\$0.00437
DWR Power Charge (per kWh)	\$0.01428	\$0.01478	\$0.01515
DWR Bond Charge (per kWh)	\$0.00485	\$0.00485	\$0.00485
CTC Rate (per kWh)	\$0.00350	\$0.00300	\$0.00263
Total DA CRS (per kWh)	\$0.02700	\$0.02700	\$0.02700
CCA CRS			
Energy Cost Recovery Amount Charge (per kWh)	\$0.00437	\$0.00437	\$0.00437
DWR Power Charge (per kWh)	\$0.01650	\$0.01700	\$0.01737
DWR Bond Charge (per kWh)	\$0.00485	\$0.00485	\$0.00485
CTC Rate (per kWh)	\$0.00350	\$0.00300	\$0.00263
Total CCA CRS (per kWh)	\$0.02922	\$0.02922	\$0.02922

(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.

13. **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 Rules 22.1 and 23, 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 Rules 22.1 and 23. 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 applicable Cost Responsibility Surcharge (CRS) pursuant to Schedule DA CRS or Schedule CCA CRS, and short-term commodity prices as set forth in Schedule TBCC.

(T)

(T)

**Direct Access (DA) and Community Choice Aggregation (CCA) Service Customers** purchase energy from their non-utility provider and continue receiving delivery services from PG&E. 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 applicable CRS. The CRS is equal to the sum of the individual charges set forth below. Exemptions to the CRS are set forth in Schedules DA CRS and CCA CRS.

(T)

	DA CRS	CCA CRS
Energy Cost Recovery Amount Charge (per kWh)	\$0.00437	\$0.00437
DWR Power Charge (per kWh)	\$0.01417	\$0.01639
DWR Bond Charge (per kWh)	\$0.00485	\$0.00485
Ongoing CTC Charge (per kWh)	\$0.00361	\$0.00361
Total DA CRS (per kWh)	\$0.02700	\$0.02922

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.

(Continued)



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

4. DEFINITION OF 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, energy charges will be prorated based upon the number of days in each period, unless actual meter readings are available.

5. 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 rate schedule.

**Transitional Bundled Service Customers** take transitional bundled service as prescribed in Rules 22.1 and 23, 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 Rules 22.1 and 23. 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 applicable Cost Responsibility Surcharge (CRS) pursuant to Schedule DA CRS or Schedule CCA CRS, and short-term commodity prices as set forth in Schedule TBCC. (T)

**Direct Access (DA) and Community Choice Aggregation (CCA) Service Customers** purchase energy from their non-utility provider and continue receiving delivery services from PG&E. 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 applicable CRS. The CRS is equal to the sum of the individual charges set forth below. Exemptions to the CRS are set forth in Schedules DA CRS and CCA CRS. (T)

	DA CRS	CCA CRS
Energy Cost Recovery Amount Charge (per kWh)	\$0.00437	\$0.00437
DWR Power Charge (per kWh)	\$0.01306	\$0.01528
DWR Bond Charge (per kWh)	\$0.00485	\$0.00485
CTC Charge (per kWh)	\$0.00472	\$0.00472
Total CRS (per kWh)	\$0.02700	\$0.02922

(Continued)



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

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.
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.
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.
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.
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 23, 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 or 23. 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 applicable Cost Responsibility Surcharge (CRS) pursuant to Schedule DA CRS or Schedule CCA CRS and short-term commodity prices as set forth in Schedule TBCC. (T) (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: **Direct Access (DA) and Community Choice Aggregation (CCA) Service Customers** (T)  
(Cont'd.)

purchase energy from their non-utility provider and continue receiving delivery services from PG&E. 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 applicable CRS. The CRS is equal to the sum of the individual charges set forth below. Exemptions to the CRS are set forth in Schedules DA CRS and CCA CRS.

	DA CRS	CCA CRS
Energy Cost Recovery Amount Charge (per kWh)	\$0.00437	\$0.00437
DWR Power Charge (per kWh)	\$0.01306	\$0.01528
DWR Bond Charge (per kWh)	\$0.00485	\$0.00485
Ongoing CTC Charge (per kWh)	\$0.00472	\$0.00472
Total CRS (per kWh)	\$0.02700	\$0.02922

12. STANDBY **SOLAR GENERATION FACILITIES EXEMPTION:** Customers who utilize solar  
APPLICA- generating facilities which are less than or equal to one megawatt to serve load and who  
BILITY: 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-NET, will be exempt from paying  
the otherwise applicable standby reservation charges.

**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 **The Department of Water Resources (DWR) Bond Charge** was imposed by California  
CHARGE: 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 E-CARE—CARE PROGRAM SERVICE  
FOR QUALIFIED NONPROFIT GROUP-LIVING AND  
QUALIFIED AGRICULTURAL EMPLOYEE HOUSING FACILITIES

**APPLICABILITY:** This schedule is applicable to Facilities which meet the criteria for California Alternate Rates for Energy (CARE) set forth in Rules 19.2 or 19.3.\*

**TERRITORY:** The entire territory served.

**RATES:** If the Facility qualifies for residential service, the facility's account will be served on the appropriate residential CARE rate schedule.

Qualified Facilities served on a nonresidential rate schedule will receive the following discounts: (1) twenty percent of the total charges in the otherwise applicable rate schedule less the sum of the CARE surcharge rate component from Preliminary Statement Part I and the energy rate adjustments from Schedule E-ERA, expressed as a reduction to distribution charges; (2) the amount of the CARE surcharge rate component from Preliminary Statement Part I, expressed as a reduction to public purpose program charges; and (3) a discount in the amount of the energy rate adjustments from Schedule E-ERA, expressed as a reduction to generation charges.

**COMMUNITY CHOICE AGGREGATION AND DIRECT ACCESS:** Direct access (DA) and Community Choice Aggregation (CCA) service customers shall pay charges for transmission, transmission adjustment rates, reliability services, distribution, public purpose programs, nuclear decommissioning, the fixed transition amount (FTA, where applicable), the rate reduction bond memorandum account (where applicable), the franchise fee surcharge in accordance with Schedule E-EFFS and any applicable portions of the applicable Cost Responsibility Surcharge (CRS), as provided in the otherwise applicable rate schedule and Schedule DA CRS or Schedule CCA CRS (as applicable), except that distribution and public purpose programs will be discounted as described above. (T)

\* 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>.





**SCHEDULE LS-1—PG&E-OWNED STREET AND HIGHWAY LIGHTING**  
(Continued)

**SPECIAL  
CONDITIONS:**  
(Cont'd.)

10. **LINE EXTENSIONS:** Where PG&E determines that it is necessary to extend its electric distribution lines to serve only a street light or a street lighting system, the applicant shall advance, subject to refund in accordance with electric Rule 15, the estimated installed cost of such line extension, exclusive of service conductors (and transformer if required), under the provisions of Special Condition 9. PG&E may waive the foregoing line extension provisions where the extension is estimated to be of nominal cost and where not more than one pole and one span of overhead line is required to reach PG&E-designated connection point, or in the case of underground facilities, where the first-service delivery point is no greater than 300 feet from PG&E-designated connection point. The cost difference used in calculating the continuing monthly payment as specified in Special Condition 9 will be reduced by an amount equal to any electric Rule 15 refund, and the continuing monthly payment shall be adjusted accordingly.
11. **TEMPORARY DISCONTINUANCE OF SERVICE:** (Fixture remains in place.) At the request of the customer PG&E will temporarily discontinue service to the individual luminaires provided the customer pays a facility charge equal to the all-night rate, adjusted to zero burning hours under the provisions of Special Condition 3, plus the estimated cost to disconnect and reconnect the light.
12. **CONTRACT:** Service to each light installation shall be an initial contract term of five years and shall automatically continue thereafter from year to year. The initial term shall commence when permanent service is first rendered or within 90 days of when the lights are first ready for service, whichever occurs first.
13. **BILLING:** A customer's bill is calculated based on the option applicable to the customer.

**Bundled Service Customers** receive supply and delivery service 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 Rules 22.1 and 23, 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 Rules 22.1 and 23. 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 applicable Cost Responsibility Surcharge (CRS) pursuant to Schedule DA CRS or Schedule CCA CRS, and short-term commodity prices as set forth in Schedule TBCC.

(T)

(T)



SCHEDULE LS-1—PG&E-OWNED STREET AND HIGHWAY LIGHTING  
(Continued)

SPECIAL  
CONDITIONS:  
(Cont'd.)

13. Billing (Cont'd.):

**Direct Access (DA) and Community Choice Aggregation (CCA) Service**

(T)

**Customers** purchase energy from their non-utility provider and continue receiving delivery services from PG&E. 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 applicable CRS. The CRS is equal to the sum of the individual charges set forth below. Exemptions to the CRS are set forth in Schedules DA CRS and CCA CRS.

	DA CRS	CCA CRS
Energy Cost Recovery Amount Charge (per kWh)	\$0.00437	\$0.00437
DWR Power Charge (per kWh)	\$0.01716	\$0.01938
DWR Bond Charge (per kWh)	\$0.00485	\$0.00485
CTC Charge (per kWh)	\$0.00062	\$0.00062
Total CRS (per kWh)	\$0.02700	\$0.02922

14. 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.



**SCHEDULE LS-2—CUSTOMER-OWNED STREET AND HIGHWAY LIGHTING**  
(Continued)

SPECIAL  
CONDITIONS:  
(Cont'd.)

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

**Bundled Service Customers** receive supply and delivery service solely from PG&E. The customer's bill is based on the Total Rate set forth above.

**Transitional Bundled Service Customers** take transitional bundled service as prescribed in Rules 22.1 and 23, 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 Rules 22.1 and 23. 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 applicable Cost Responsibility Surcharge (CRS) pursuant to Schedule DA CRS or Schedule CCA CRS, and short-term commodity prices as set forth in Schedule TBCC.

(T)

(T)

**Direct Access (DA) and Community Choice Aggregation (CCA) Service Customers** purchase energy from their non-utility provider and continue receiving delivery services from PG&E. 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 applicable CRS. The CRS is equal to the sum of the individual charges set forth below. Exemptions to the CRS are set forth in Schedules DA CRS and CCA CRS.

(T)

	DA CRS	CCA CRS
Energy Cost Recovery Amount Charge (per kWh)	\$0.00437	\$0.00437
DWR Power Charge (per kWh)	\$0.01716	\$0.01938
DWR Bond Charge (per kWh)	\$0.00485	\$0.00485
CTC Charge (per kWh)	\$0.00062	\$0.00062
Total CRS (per kWh)	\$0.02700	\$0.02922

14. 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.



**SCHEDULE LS-3—CUSTOMER-OWNED STREET AND HIGHWAY LIGHTING ELECTROLIER METER RATE**  
(Continued)

SPECIAL  
CONDITIONS:  
(Cont'd.)

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

**Bundled Service Customers** receive supply and delivery service 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 Rules 22.1 and 23, 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 Rules 22.1 and 23. 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 applicable Cost Responsibility Surcharge (CRS) pursuant to Schedule DA CRS or Schedule CCA CRS, and short-term commodity prices as set forth in Schedule TBCC. (T)

**Direct Access (DA) and Community Choice Aggregation (CCA) Service Customers** purchase energy from their non-utility provider and continue receiving delivery services from PG&E. 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 applicable CRS. The CRS is equal to the sum of the individual charges set forth below. Exemptions to the CRS are set forth in Schedules DA CRS and CCA CRS. (T)

	DA CRS	CCA CRS
Energy Cost Recovery Amount Charge (per kWh)	\$0.00437	\$0.00437
DWR Power Charge (per kWh)	\$0.01716	\$0.01938
DWR Bond Charge (per kWh)	\$0.00485	\$0.00485
CTC Charge (per kWh)	\$0.00062	\$0.00062
Total CRS (per kWh)	\$0.02700	\$0.02922

10. 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.



SCHEDULE TC-1—TRAFFIC CONTROL SERVICE  
(Continued)

SPECIAL  
CONDITIONS:  
(Cont'd.)

7. BILLING: (Cont'd.)

**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 Rules 22.1 and 23, 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 Rules 22.1 and 23. 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 applicable Cost Responsibility Surcharge (CRS) pursuant to Schedule DA CRS or Schedule CCA CRS, and short-term commodity prices as set forth in Schedule TBCC. (T)

**Direct Access (DA) and Community Choice Aggregation (CCA) Service Customers** purchase energy from their non-utility provider and continue receiving delivery services from PG&E. 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 applicable CRS. The CRS is equal to the sum of the individual charges set forth below. Exemptions to the CRS are set forth in Schedules DA CRS and CCA CRS. (T)

	DA CRS	CCA CRS
Energy Cost Recovery Amount Charge (per kWh)	\$0.00437	\$0.00437
DWR Power Charge (per kWh)	\$0.01318	\$0.01540
DWR Bond Charge (per kWh)	\$0.00485	\$0.00485
CTC Charge (per kWh)	\$0.00460	\$0.00460
Total CRS (per kWh)	\$0.02700	\$0.02922

8. 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.

(Continued)



SCHEDULE OL-1—OUTDOOR AREA LIGHTING SERVICE  
(Continued)

SPECIAL  
CONDITIONS:  
(Cont'd.)

10. BILLING: (Cont'd.)

**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 Rules 22.1 and 23, 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 Rules 22.1 and 23. 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 applicable Cost Responsibility Surcharge (CRS) pursuant to Schedule DA CRS or Schedule CCA CRS, and short-term commodity prices as set forth in Schedule TBCC. (T)

**Direct Access (DA) and Community Choice Aggregation (CCA) Service Customers** purchase energy from their non-utility provider and continue receiving delivery services from PG&E. 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 applicable CRS. The CRS is equal to the sum of the individual charges set forth below. Exemptions to the CRS are set forth in Schedules DA CRS and CCA CRS. (T)

	DA CRS	CCA CRS
Energy Cost Recovery Amount Charge (per kWh)	\$0.00437	\$0.00437
DWR Power Charge (per kWh)	\$0.01716	\$0.01938
DWR Bond Charge (per kWh)	\$0.00485	\$0.00485
CTC Charge (per kWh)	\$0.00062	\$0.00062
Total CRS (per kWh)	\$0.02700	\$0.02922

11. 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.



SCHEDULE S—STANDBY SERVICE  
(Continued)

SPECIAL  
CONDITIONS:  
(Cont'd.)

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

**Bundled Service Customers** receive supply and delivery service 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 Rules 22.1 and 23, 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 Rules 22.1 and 23. 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 applicable Cost Responsibility Surcharge (CRS) pursuant to Schedule DA CRS or Schedule CCA CRS, and short-term commodity prices as set forth in Schedule TBCC.

(T)

(T)

**Direct Access (DA) and Community Choice Aggregation (CCA) Service Customers** purchase energy from their non-utility provider and continue receiving delivery services from PG&E. 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 applicable CRS. The CRS is equal to the sum of the individual charges set forth below. Exemptions to the CRS are set forth in Schedules DA CRS and CCA CRS.

(T)

	DA CRS	CCA CRS
Energy Cost Recovery Amount Charge (per kWh)	\$0.00437	\$0.00437
DWR Power Charge (per kWh)	\$0.01546	\$0.01768
DWR Bond Charge (per kWh)	\$0.00485	\$0.00485
CTC Charge (per kWh)	\$0.00232	\$0.00232
Total CRS (per kWh)	\$0.02700	\$0.02922

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.





### SCHEDULE NEM—NET ENERGY METERING SERVICE

**APPLICABILITY:** This net energy-metering schedule is applicable to a residential, small commercial (as defined in subdivision (h) of Section 331 of the California Public Utilities Code (CPU Code)), commercial, industrial, or agricultural customer who uses a solar or wind turbine electrical generating facility, or a hybrid system of both, with a capacity of not more than 1,000 kilowatts that is located on the customer's owned, leased, or rented premises, is interconnected and operates in parallel with PG&E's transmission and distribution facilities, including wind energy co-metering customers as defined in CPU Code Section 2827.8, and is intended primarily to offset part or all of the customer's own electrical requirements (hereinafter "eligible customer-generator" or "customer"). Certain incremental billing and metering costs set forth in this schedule that are related to net energy metering are applicable to Energy Service Providers (ESPs) and Community Choice Aggregators (CCAs) serving eligible customer-generators. (T)

This service is not applicable to a Direct Access (DA) or Community Choice Aggregation Service (CCA Service) customer where the customer's ESP or CCA does not offer a net energy metering tariff. In addition, if an eligible customer-generator participates in direct transactions with an electric provider that does not provide distribution service for the direct transactions, the electric provider, and not PG&E, is obligated to provide net energy metering to the customer. (T)

This rate schedule is available on a first-come, first-served basis until such time as the total rated generating capacity used by eligible customer-generators exceeds one-half of 1 percent of PG&E's aggregate customer peak demand.

**TERRITORY:** The entire territory served.

**RATES:** All rates charged under this schedule will be in accordance with the eligible customer-generator's otherwise-applicable metered rate schedule. An eligible customer-generator served under this schedule is responsible for all charges from its otherwise-applicable rate schedule including monthly minimum charges, customer charges, meter charges, facilities charges, demand charges and surcharges. The "Peak Rate Limiter" and "Average Rate Limiter" for general service otherwise-applicable-rate schedules and all other demand charges will be based on the demand in kilowatts as measured only on the energy being consumed by the customer from PG&E. The power factor, when it applies on the otherwise-applicable-rate schedule, will be based on the average power factor over the past 12 billing months of operation prior to starting on NEM. Customer-generators without 12 billing months of power factor history, will have their power factor estimated based on the nature of the connected facilities and their hours of operation. Power factor will be subsequently applied to the customer-generator's bill until the customer-generator demonstrates to PG&E's satisfaction that adequate correction had been provided. PG&E will continue to monitor and review the power factor and if warranted, change the power factor correction on the customer-generator's bills. Charges for electricity supplied by PG&E will be based on the net metered usage in accordance with Net Energy Metering and Billing (Special Condition 2, below).

(Continued)





SCHEDULE NEM—NET ENERGY METERING SERVICE  
(Continued)

(T)

SPECIAL  
CONDITIONS:  
(Cont'd.)

2. NET ENERGY METERING AND BILLING: (Cont'd.)

d) Annual and Monthly Billing

If PG&E supplies the eligible customer-generator with electricity, PG&E shall provide the eligible customer-generator with net electricity consumption information with each regular bill. That information shall include the current monetary balance owed PG&E for the net electricity consumed since the last 12-month period ended. Eligible residential and small commercial customer-generators may pay monthly or annually for the net energy consumed. For all other commercial, industrial, and agricultural customers, the net balance of all moneys owed must be paid on each monthly billing cycle; when they are a net electricity producer over a monthly billing cycle, any excess kilowatt-hours generated during the billing cycle shall be carried over to the following billing period and appear as a credit on the customer generator's account, until the end of the 12-month period.

e) Energy Service Providers (ESP) Charges

If PG&E provides direct access metering, UDC consolidated billing, or ESP dual or consolidated billing support services for DA customer-generators served under this rate or their ESPs, PG&E may recover the incremental costs related to net energy metering from the customer's ESP as follows:

Metering services: \$104 Metering Service Base charge, plus \$73/hour for on-site work, plus materials.

Billing: \$85/hour plus materials.

f) Community Choice Aggregator (CCA) Charges

PG&E provides metering and consolidated billing support services for CCA service customer-generators served under this rate or their CCAs, and may recover the incremental costs related to net energy metering from the customer's CCA as follows:

Metering services: \$104 Metering Service Base charge, plus \$73/hour for on-site work, plus materials.

Billing: \$85/hour plus materials.

(Continued)



SCHEDULE NEM—NET ENERGY METERING SERVICE  
(Continued)

SPECIAL  
CONDITIONS:  
(Cont'd.)

3. INTERCONNECTION: Prior to receiving approval for Parallel Operation, the customer-generator must submit a completed PG&E application form and interconnection agreement as follows:

(L)

RATE OPTION	APPLICATION	INTERCONNECTION AGREEMENT
NEMS	Application for Net Energy Metering (NEM) for Residential or Small Commercial Customers with Solar or Wind Electric Generating Facilities of 10 Kilowatts or Less, (Form <b>79-994</b> )	Interconnection Agreement for Net Energy Metering for Residential or Small Commercial Solar or Wind Electric Generating Facilities of 10 Kilowatts or Less, (Form <b>79-854</b> )
NEMEXP	Generating Facility Interconnection Application, (Form <b>79-974</b> )  Expanded Net Energy Metering (NEM) Supplemental Application Form (Form <b>79-998</b> )	Interconnection Agreement for Net Energy Metering of Solar or Wind Electric Generating Facilities of 1,000 Kilowatts or Less, other than Residential or Small Commercial Facilities of 10 Kilowatts or Less (Form <b>79-978</b> )
NEMEXPM	(same as for NEMEXP)	(same as for NEMEXP)
NEMW	(same as for NEMEXP)	(same as for NEMEXP)



SCHEDULE AG-1—AGRICULTURAL POWER  
(Continued)

9. SEASONS: Summer season begins on May 1 and ends on October 31.

10. 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 Rules 22.1 and 23, 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 Rules 22.1 and 23. 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 applicable Cost Responsibility Surcharge (CRS) pursuant to Schedule DA CRS or Schedule CCA CRS, and short-term commodity prices as set forth in Schedule TBCC. (T)

**Direct Access (DA) and Community Choice Aggregation (CCA) Service Customers** purchase energy from their non-utility provider and continue receiving delivery services from PG&E. 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 applicable CRS. The CRS is equal to the sum of the individual charges set forth below. Exemptions to the CRS are set forth in Schedules DA CRS and CCA CRS. (T)

	DA CRS	CCA CRS
Energy Cost Recovery Amount Charge (per kWh)	\$0.00437	\$0.00437
DWR Power Charge (per kWh)	\$0.01306	\$0.01528
DWR Bond Charge (per kWh)	\$0.00485	\$0.00485
CTC Charge (per kWh)	\$0.00472	\$0.00472
Total CRS (per kWh)	\$0.02700	\$0.02922

(Continued)



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

10. 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.
11. 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.
- 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.

12. 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 Rules 22.1 and 23, 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 Rules 22.1 and 23. 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 applicable Cost Responsibility Surcharge (CRS) pursuant to Schedule DA CRS or Schedule CCA CRS, and short-term commodity prices as set forth in Schedule TBCC. (T)

**Direct Access (DA) and Community Choice Aggregation (CCA) Service Customers** purchase energy from their non-utility provider and continue receiving delivery services from PG&E. 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 applicable CRS. The CRS is equal to the sum of the individual charges set forth below. Exemptions to the CRS are set forth in Schedules DA CRS and CCA CRS. (T)

	DA CRS	CCA CRS
Energy Cost Recovery Amount Charge (per kWh)	\$0.00437	\$0.00437
DWR Power Charge (per kWh)	\$0.01306	\$0.01528
DWR Bond Charge (per kWh)	\$0.00485	\$0.00485
CTC Charge (per kWh)	\$0.00472	\$0.00472
Total CRS (per kWh)	\$0.02700	\$0.02922

(Continued)



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

12. 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 Rules 22.1 and 23, 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 Rules 22.1 and 23. 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 applicable Cost Responsibility Surcharge (CRS) pursuant to Schedule DA CRS or Schedule CCA CRS, and short-term commodity prices as set forth in Schedule TBCC. (T)

**Direct Access (DA) and Community Choice Aggregation (CCA) Service Customers** purchase energy from their non-utility provider and continue receiving delivery services from PG&E. 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 applicable CRS. The CRS is equal to the sum of the individual charges set forth below. Exemptions to the CRS are set forth in Schedules DA CRS and CCA CRS. (T)

	DA CRS	CCA CRS
Energy Cost Recovery Amount Charge (per kWh)	\$0.00437	\$0.00437
DWR Power Charge (per kWh)	\$0.01306	\$0.01528
DWR Bond Charge (per kWh)	\$0.00485	\$0.00485
CTC Charge (per kWh)	\$0.00472	\$0.00472
Total CRS (per kWh)	\$0.02700	\$0.02922

(Continued)



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

12. 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.

- 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.

13. 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 Rules 22.1 and 23, 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 Rules 22.1 and 23. 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 applicable Cost Responsibility Surcharge (CRS) pursuant to Schedule DA CRS or Schedule CCA CRS, and short-term commodity prices as set forth in Schedule TBCC. (T)

**Direct Access (DA) and Community Choice Aggregation (CCA) Service Customers** purchase energy from their non-utility provider and continue receiving delivery services from PG&E. 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 applicable CRS. The CRS is equal to the sum of the individual charges set forth below. Exemptions to the CRS are set forth in Schedules DA CRS and CCA CRS. (T)

	DA CRS	CCA CRS
Energy Cost Recovery Amount Charge (per kWh)	\$0.00437	\$0.00437
DWR Power Charge (per kWh)	\$0.01306	\$0.01528
DWR Bond Charge (per kWh)	\$0.00485	\$0.00485
CTC Charge (per kWh)	\$0.00472	\$0.00472
Total CRS (per kWh)	\$0.02700	\$0.02922

(Continued)



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

**12. 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.

- 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.

**13. 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 Rules 22.1 and 23, 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 Rules 22.1 and 23. 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 applicable Cost Responsibility Surcharge (CRS) pursuant to Schedule DA CRS or Schedule CCA CRS, and short-term commodity prices as set forth in Schedule TBCC. (T)

**Direct Access (DA) and Community Choice Aggregation (CCA) Service Customers** purchase energy from their non-utility provider and continue receiving delivery services from PG&E. 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 applicable CRS. The CRS is equal to the sum of the individual charges set forth below. Exemptions to the CRS are set forth in Schedules DA CRS and CCA CRS. (T)

	DA CRS	CCA CRS
Energy Cost Recovery Amount Charge (per kWh)	\$0.00437	\$0.00437
DWR Power Charge (per kWh)	\$0.01306	\$0.01528
DWR Bond Charge (per kWh)	\$0.00485	\$0.00485
CTC Charge (per kWh)	\$0.00472	\$0.00472
Total CRS (per kWh)	\$0.02700	\$0.02922

(Continued)





SCHEDULE AG-7—EXPERIMENTAL TIERED TIME-OF-USE AGRICULTURAL POWER  
(Continued)

12. 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 Rules 22.1 and 23, 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 Rules 22.1 and 23. 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 applicable Cost Responsibility Surcharge (CRS) pursuant to Schedule DA CRS or Schedule CCA CRS, and short-term commodity prices as set forth in Schedule TBCC. (T)

**Direct Access (DA) and Community Choice Aggregation (CCA) Service Customers** purchase energy from their non-utility provider and continue receiving delivery services from PG&E. 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 applicable CRS. The CRS is equal to the sum of the individual charges set forth below. Exemptions to the CRS are set forth in Schedules DA CRS and CCA CRS. (T)

	DA CRS	CCA CRS
Energy Cost Recovery Amount Charge (per kWh)	\$0.00437	\$0.00437
DWR Power Charge (per kWh)	\$0.01306	\$0.01528
DWR Bond Charge (per kWh)	\$0.00485	\$0.00485
CTC Charge (per kWh)	\$0.00472	\$0.00472
Total CRS (per kWh)	\$0.02700	\$0.02922

13. 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-NET, will be exempt from paying the otherwise applicable standby reservation charges.

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 time-of-use service, 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.

14. 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.





SCHEDULE DA CRS—DIRECT ACCESS COST RESPONSIBILITY SURCHARGE  
(Continued)

SPECIAL  
CONDITIONS:  
(Cont'd.)

6. Pursuant to Resolution E-3843, effective December 4, 2003, a customer who was on DA service prior to February 1, 2001, and returned to bundled service after September 20, 2001, shall be exempt from the DWR Bond Charge and the DWR Power Charge components of DA CRS. These customers are not exempt from the ongoing CTC and will be billed for these charges under their otherwise-applicable rate schedule.
7. The CPUC has limited (i.e., capped) the DA CRS to the level prescribed above. Absent this cap, the DA CRS would have been higher. Revenues that are uncollected from DA customers due to the CPUC imposed cap will be collected from these same customers regardless whether these customers are taking DA, Community Choice Aggregation Service (CCA Service), or bundled service in the future. The utility will begin assessing the DA CRS undercollection charge when the then-current DA CRS revenue requirement is less than the revenue collected by the DA CRS. (T)
  - a. The actual charge for the DA CRS undercollection, as well as any necessary detail, shall be added to this rate schedule before the charge is implemented and will be subject to final CPUC approval.
  - b. The DA CRS undercollection charge shall be a proportion of rate assessed for the undercollection for customers that had been DA for the entire period from September 20, 2001, until DA CRS revenue exceeds the then-current DA CRS revenue requirement (the "DA CRS undercollection period").
  - c. The proportion paid by each customer shall be a function of the period the customer had taken DA service, or had taken bundled service and paid the DA CRS, during the DA CRS undercollection period.
  - d. All customers who took DA service during the DA CRS undercollection period shall pay the DA CRS undercollection charge except to the extent that DA customers did not contribute to the undercollection. Such customers are exempt from the undercollection charge. Customers cannot avoid this charge by election of bundled, CCA Service, or DA service. (T)
  - e. Payment of the DA CRS undercollection charge shall continue until the DA CRS undercollection is recovered (the "DA CRS recovery period"). The DA CRS recovery period shall end for all customers at the same time.

(Continued)



SCHEDULE TBCC—TRANSITIONAL BUNDLED COMMODITY COST

- APPLICABILITY:** This schedule applies to Direct Access and Community Choice Aggregation customers who: (1) elect Transitional Bundled Service (TBS) as prescribed in Rule 22.1 (Direct Access Service Switching Exemption Rules) or (2) who take Bundled Service prior to the end of the mandatory six-month notice period required to elect Bundled Service as prescribed in Rules 22.1 and 23 (Community Choice Aggregation Service). (T)
- TERRITORY:** Schedule TBCC applies everywhere PG&E provides electric service as shown in Preliminary Statement, Part A.
- RATES:** This schedule will apply where the Transitional Bundled Commodity Cost (TBCC) is required for calculation of applicable power charges.
- Direct Access customers who elect: (1) TBS as prescribed in Rule 22.1 or (2) take Bundled Service prior to the end of the mandatory six-month notice period required to elect Bundled Service as prescribed in Rule 22.1 will be charged the TBCC in addition to transmission, transmission rate adjustments reliability services, distribution, public purpose programs, nuclear decommissioning, fixed transition amount (where applicable), and the Rate Reduction Bond Memorandum Account (where applicable) on the customer's otherwise applicable tariff, and the Direct Access Cost Responsibility Surcharge applicable under Schedule DA CRS for the duration of the period. The TBCC used for billing will consist of the market prices set forth below, adjusted by an allowance for franchise fees and uncollectibles and Distribution Loss Factors (DLFs). (T)
- Community Choice Aggregation service customers who return to take bundled service prior to the end of the mandatory six-month notice period required to elect bundled Service as prescribed in Rule 23 will be charged the TBCC in addition to transmission, transmission rate adjustments, reliability services, distribution, public purpose programs, nuclear decommissioning, fixed transition amount (where applicable), and the Rate Reduction Bond Memorandum Account (where applicable) on the customer's otherwise applicable tariff, and the Community Choice Aggregation Cost Responsibility Surcharge applicable under Schedule CCA CRS for the duration of the period. The TBCC used for billing will consist of the market prices set forth below, adjusted by an allowance for franchise fees and uncollectibles and Distribution Loss Factors (DLFs). (T)

(Continued)



SCHEDULE E-CCA—SERVICES TO COMMUNITY CHOICE AGGREGATORS

(T)

**APPLICABILITY:** This schedule applies to Community Choice Aggregators (CCAs) who participate in Community Choice Aggregation Service (CCA Service) and to customers who receive CCA service, pursuant to California Public Utilities Commission Decision 05-12-041 and electric Rules 1 and 23.

(T)

(T)

**TERRITORY:** The entire PG&E service territory.

**RATES:** 1. CCA SERVICE ESTABLISHMENT

(D)

(N)

This fee will apply when a CCA establishes service. This fee will cover the cost of establishing a new business relationship with the CCA and will include activities such as establishing a CCA account in PG&E's customer information system for customer switching, meter reading, and billing services, EDI testing and processing forms and agreements, including but not limited to: the CCA Service Agreement, the CCA Information Form, the Credit Application, the Electronic Funds Transfer Agreement, and provides for a review of a CCA's credit worthiness. Charges are based on an hourly rate required to perform the activities.

Fee .....\$80-\$110 per hour

2. CUSTOMER NOTIFICATION (OPTIONAL SERVICE)

a. CUSTOMER NOTIFICATION – DIRECT MAIL

This service provides a direct mail customer notification service (labeling and mailing of notifications). This service will be applicable to the initial customer notifications and to follow-up notifications.

Fee.....Labor and Material

b. CUSTOMER NOTIFICATION – NOTIFICATION IN MONTHLY PG&E BILL

The CCA may request PG&E to mail the CCA notices in PG&E's monthly bills to the customers. PG&E will perform this service and charge the CCA based on labor and material costs, and any additional postage required to mail the monthly bills. This service shall be subject to advance notice and scheduling requirements, PG&E's normal bill insert business practices, and operational specifications. CCA customer notices inserted in PG&E's billing envelope shall include a disclaimer prominently displayed in font no smaller than the title or heading of the customer notices stating: "This notice was prepared and paid for by [CCA name] and not PG&E." Information contained in such notices shall be limited to that required by PU Code Section 366.2(c)(13)(A).

Fee.....Labor and Material

Postage.....Additional Postage

(N)

(Continued)



SCHEDULE E-CCA—SERVICES TO COMMUNITY CHOICE AGGREGATORS  
(Continued)

(T)

RATES:  
(Cont'd.)

2. CUSTOMER NOTIFICATION (OPTIONAL SERVICE) (Cont'd.)

(N)

c. CUSTOMER LIST DEVELOPMENT

PG&E will perform a data extract to provide a list of customers with a standard set of data elements. Based upon the CCA's specific criteria, the list can be refined and finalized to specify the customers that will receive a notification. This fee is calculated based upon a per event basis and is based on labor costs to perform a data extract with a standard set of data elements. No material costs are included in this fee.

Fee.....\$2,390 per data extract

d. DESIGN CUSTOMIZED CUSTOMER NOTIFICATION

This service provides special design or customization for the customer notifications as specified by the CCA.

Fee.....Labor and Material

3. MASS ENROLLMENT

This fee will apply to a CCA. Upon completion of the initial customer notification and opt-out period, PG&E will initiate a mass transfer of the eligible customers (who have not opted-out) onto CCA Service over one-billing cycle period on the customer's regularly scheduled meter read date (assuming no metering work is required), and send a confirmation to the CCA through the CCASR process.

Fee .....\$4,120 per event

4. OPT-OUT REQUESTS

These service fees will apply to a CCA and are associated with processing customer requests for opting-out of the CCA program. PG&E will offer two options to process responses by customers to the "opt-out" notifications: Internet and Automated Telephone service.

- a. INTERNET OPT-OUT – This fee will apply when a customer opts out of a CCA's Program using the Internet through PG&E's website.

Internet Opt-out.....\$0.49 per account

- b. AUTOMATED TELEPHONE (IVRU) OPT-OUT – This fee will apply when a customer opts out of a CCA's program using PG&E's Interactive Voice Response Unit (IVRU).

Automated Telephone (IVRU) Opt-Out .....\$0.42 per account

(N)

(Continued)



SCHEDULE E-CCA—SERVICES TO COMMUNITY CHOICE AGGREGATORS  
(Continued)

(T)

RATES:  
(Cont'd.)

5. COMMUNITY CHOICE AGGREGATION SERVICE REQUEST (CCASR)

(N)

a. CCASR

This fee will apply to a CCA when a Connect or Disconnect CCASR is submitted by a CCA.

Per account per CCASR submittal.....\$0.76

b. CUSTOMER RE-ENTRY

This charge is imposed on the customer. This fee covers the cost of processing customer requests to switch back to PG&E Bundled Service after the Opt-Out period has expired.

Fee.....\$3.94 account

c. NEW CUSTOMER

This fee will apply to a CCA to cover PG&E's cost to enroll a new account onto CCA Service after mass enrollment has occurred.

Fee.....\$0.49 per account

(N)

(Continued)



SCHEDULE E-CCA—SERVICES TO COMMUNITY CHOICE AGGREGATORS  
(Continued)

(T)

RATES:  
(Cont'd.)

6. METER DATA MANAGEMENT AGENT (MDMA) SERVICES

(N)

a. METER DATA POSTING

This service provides meter data to the CCA. Meter data will be made available to the CCA in EDI 867 format, and will be posted for retrieval by the CCA on PG&E's Data Exchange Server (DES).

Per scheduled meter read per cumulative meter.....\$0.08

Per scheduled meter read per interval meter .....\$9.28

b. UNSCHEDULED METER READ

This fee will apply when a CCA requests cumulative reads or interval usage data for an account for a period outside the normal PG&E meter reading schedule. PG&E will attempt to accommodate requests for unscheduled reads. In no case will PG&E provide cumulative reads and/or interval usage data for a period greater than 33 contiguous days.

Per unscheduled meter read per cumulative meter.....\$12.00

Per unscheduled meter read per interval meter .....\$38.36

(N)

(Continued)



SCHEDULE E-CCA—SERVICES TO COMMUNITY CHOICE AGGREGATORS  
(Continued)

(T)

RATES:  
(Cont'd.)

6. METER DATA MANAGEMENT AGENT (MDMA) SERVICES (Cont'd.)

(N)

c. REPOSTING MONTHLY METER DATA

This fee will apply when a CCA requests that PG&E repost previously posted meter reads and/or usage data to the DES. As requested, PG&E will provide this data with meter reads and/or interval usage data framed to the standard billing cycle period (as published in PG&E's applicable year meter reading schedule).

Per meter read per billing period ..... \$19.18

d. REPOSTING OF ACCOUNT USAGE

This fee will apply when a CCA requests that PG&E repost previously posted account usage history to the DES. Reposted service account usage history will consist of the most recent 12-month usage history, or for the portion available if the customer's account has been open for less than 12 months, framed to standard billing cycle period.

Fee..... \$76.72 per hour

e. ACCOUNT ASSISTANCE

This fee will apply when a CCA requests assistance on an account. The fee covers services such as:

- Account switch date corrections;
- Subsequent supplying of meter reads/usage data for the corrected period; and
- Reconciliation of meter reads and/or usage quantities.

Fee..... \$76.72 per hour

(N)

(Continued)



**SCHEDULE E-CCA—SERVICES TO COMMUNITY CHOICE AGGREGATORS**  
(Continued)

(T)

RATES:  
(Cont'd.)

**7. CONSOLIDATED BILL-READY BILLING SERVICES**

(N)

**a. CONSOLIDATED PG&E BILLING**

This fee covers the cost to present the CCA's energy and customer charges. It also includes cost to process the CCA's energy charges and customer payments.

Per account per billing cycle ..... \$2.15

The above charge will be replaced with the following charges on December 15, 2006, or when the automated bill-ready process is in place, whichever occurs first. The additional page fee may be assessed when an additional page and postage are required to present information on behalf of the CCA.

Per account per billing cycle ..... \$0.44

Per additional page per account per billing cycle ..... \$0.25

**8. CONSOLIDATED RATE-READY BILLING SERVICES**

**a. CONSOLIDATED PG&E BILLING**

This fee covers the cost to present the CCA's energy and customer charges on an additional bill page. It also includes cost to process the CCA's energy charges and customer payments. There is also a separate fee to respond to CCA calls regarding billing issues. The CCA may select to pay an established set fee to cover all standard type inquiries or pay an hourly fee. The CCA must select one of the CCA Calls options that will apply for all of their accounts. The CCA may change their CCA Calls option once a year.

Bill presentation and processing of CCA's energy charges and customer payments, per account per billing cycle ..... \$0.40

**CCA Calls**

Option 1 – Established Set Fee to Cover All Accounts Billed Per account per billing cycle for all accounts billed ..... \$0.30

**Option 2 – Hourly Fee**

Fee..... Billed in 10 minute increments @ \$51 per hour

Under the Established Set Fee of \$0.30 per account, if any one account requires more than 30 minutes, the hourly fee of \$51 would apply after 30 minutes.

**b. CCA RATE SCHEDULE CHANGE**

This fee will apply to a CCA when they request PG&E to change the CCA's price on a particular rate schedule or change the rate schedule assigned to a particular CCA customer.

Fee.....\$72.00 per hour

(N)

(Continued)





SCHEDULE E-CCA—SERVICES TO COMMUNITY CHOICE AGGREGATORS  
(Continued)

(T)

RATES:  
(Cont'd.)

9. OTHER BILLING SERVICES

(N)

a. PROGRAMMING FOR CONSOLIDATED BILLING

This fee will apply to a CCA when they request PG&E to provide additional billing services requiring programming such as text messages on the page of the bill presenting the CCA's charges.

Fee..... \$72.00 per hour

b. BILL ADJUSTMENT

This fee will apply when a CCA requests PG&E to adjust a CCA customer's bill for reason unrelated to the CCA's charges, such as the following:

- Goodwill gesture or promotional discounts
- Recourse adjustments as a result of dispute resolution
- Policy adjustment to satisfy a customer's complaint

Fee..... \$6.50 per adjustment per account

c. CCA RETURN PAYMENT

This fee will apply to a CCA when a CCA's check is returned for payment of any of PG&E's service charges.

Fee..... \$8.00 per event

d. ACCOUNT ASSISTANCE

This fee will apply to a CCA when a CCA requests PG&E to perform other types of account assistance. For example: switch date corrections, reconciliation of balances and statements, duplicate bills, and account analysis.

Fee..... \$51.00 per hour

(N)

(Continued)



SCHEDULE E-CCA—SERVICES TO COMMUNITY CHOICE AGGREGATORS  
(Continued)

(T)

RATES:  
(Cont'd.)

10. CCA TERMINATION OF SERVICE

(N)

a. VOLUNTARY TERMINATION

This charge will apply when a CCA terminates its entire program on a voluntary basis as described in Rule 23. If the CCA requests PG&E to provide the required notifications, then a separate CCA Customer Notification Fee will be applicable. The Voluntary Termination Fee would be assessed on a per event basis.

Fee.....\$4,120 per event

b. INVOLUNTARY TERMINATION

This fee will apply under conditions associated with Involuntary Service Changes as defined in Rule 23. All associated costs will be assessed to the CCA on a time and material basis in the event of such a circumstance.

Fee.....Labor and Material

11. STANDARD PHASE-IN SERVICES

This charge will apply when a CCA requests Phase-In Services as set forth in Rule 23. A CCA may select one of the following phase-in options: customer class, rate class, incorporated city, county, or zip code. The Phase-In requires the affected customers in each phase to be mass enrolled in CCA Service on the customer's regularly scheduled meter read date over one-billing cycle and requires the CCA to conclude its phase-in plan within one CRS period beginning with the first phase-in event. A CCA may also select a customized phase-in which would be provided under Specialized Services.

Fee .....\$4,120 per phase-in

12. SPECIALIZED SERVICES

This charge will apply when a CCA requests Specialized Services, including Phase-In Services as set forth in Rule 23. This fee will also apply in the event a CCA requests Boundary Metering as set forth in Rule 23. This service will be provided on terms mutually agreeable to PG&E and the CCA. The fee will be calculated on a time and material basis.

Fee .....Labor and Material

SPECIAL  
CONDITIONS:

1. DEFINITIONS

- a. Account – In PG&E's customer information system, a service account is called a service agreement and is defined as the customer's service identification number linking the customer's service with a specific meter.

(N)

(Continued)



SCHEDULE E-CCAINFO—INFORMATION RELEASE TO COMMUNITY CHOICE AGGREGATORS

(T)

APPLICABILITY: This schedule applies to Community Choice Aggregators (CCAs) who participate in Community Choice Aggregation Service (CCA Service), as defined in electric Rules 1 and 23. (T)

TERRITORY: The entire PG&E service territory. (T)

- RATES:
1. Aggregate monthly usage (kWh) by rate schedule.....No charge for the first request (T)  
  
PG&E will provide the CCA with energy consumption (kWh) for the most recent 12 months of completed information for each customer class for a given period of time and a given city. (T)  
  
PG&E will aggregate monthly usage by rate schedule.  
  
Additional requests for this information will be provided at the CCA's expense. (See Item 6, below.) (T)
  2. Annual proportional share of energy efficiency funds for a CCA's proposed territory as defined in the CPUC's energy efficiency policy manual.....No charge (T)
  3. System wide residential and nonresidential load shapes by climate band for the most recent year for which PG&E has completed information.....No charge
  4. Standard system average load profiles by rate class also referred to as Dynamic Load Profiles & Static Load Profiles posted to PG&E's website. ....Available at no charge at PG&E's website
  5. Quarterly or monthly aggregated participation data already tracked for CPUC reports (for energy efficiency programs). ....Available at no charge at PG&E's website
  6. Aggregate monthly usage (kWh) by rate schedule, first request is at no charge (See Item 1, above)  
Per request.....\$207.00
  7. Aggregate monthly usage (kWh) by zip code within a city code  
Per request.....\$207.00
  8. Public Goods Charge customer payment by city code  
Per request.....\$350.00
  9. Number of service agreements in each rate schedule within a CCA's territory or proposed territory  
Per request.....\$207.00 (T)

(Continued)



SCHEDULE E-CCAINFO—INFORMATION RELEASE TO COMMUNITY CHOICE AGGREGATORS  
(Continued)

RATES:  
(Cont'd.)

- |     |  |           |     |
|-----|--|-----------|-----|
| 10. | Mapping of customer rate schedule to rate class .....  | No charge | (T) |
| 11. | Estimated annual generation revenues by CCA territory<br>Per request .....   | \$207.00  | (T) |
| 12. | Estimation of peak coincident and non-coincident demands ..... Items 1 and 3<br>provided to customer   |           |     |
| 13. | Fitting CCA annual usage to climate band load shapes; estimation of<br>peak coincident and non-coincident demands<br>Per request .....   | \$696.00  | (T) |
| 14. | Total annual kWh loads of bundled and direct access customers on<br>a monthly basis and secondly on a rate schedule basis within the<br>CCA's territory<br>Per request .....   | \$920.00  | (T) |
| 15. | Aggregated residential annual kWh usage for a particular year in a<br>format by tier for each rate schedule<br><br>For the TOU rates, provide further separation by summer/winter<br>peak, partial peak, and off peak periods and summer/winter period<br>Per request .....  | \$920.00  |     |
| 16. | Customer-specific information consisting of: service agreement<br>number, name on agreement, service address with zip code, mailing<br>address with zip code, monthly kWh usage, monthly maximum<br>demand where available, and monthly rate schedule for all accounts<br>within the CCA's territory, per request (provided on a cd rom/zipped<br>file)<br>Per request ..... | \$920.00  | (T) |
| 17. | Customer-specific information consisting of: service agreement<br>number, monthly interval meter data where available, and rate<br>schedule for all accounts within the CCA's territory, per request<br>(provided on a cd rom/zipped file)<br>Per request .....  | \$920.00  | (T) |

(Continued)



SCHEDULE E-CCAINFO—INFORMATION RELEASE TO COMMUNITY CHOICE AGGREGATORS  
(Continued)

(T)

**SPECIAL  
CONDITIONS:**

1. Pursuant to Public Utilities Code Sections 331.1 and 366.2, a Community Choice Aggregator (CCA), as defined in Rule 1 and Rule 23, shall have the right to aggregate the electric load of end-use electric customers within its jurisdiction for the purpose of providing electric procurement service for such customers. (T)
2. The 15/15 Rule will be applied to all data provided to the CCA, prior to the meeting of requirements under Special Condition 4. The 15/15 Rule was adopted by the CPUC in the Direct Access Proceeding (CPUC Decision 97-10-031) to protect customer confidentiality. The 15/15 rule requires that any aggregated information provided by the Utilities must be made up of at least 15 customers and a single customer's load must be less than 15 percent of an assigned category. If the number of customers in the complied data is below 15, or if a single customer's load is more than 15 percent of the total data, categories must be combined before the information is released. The Rule further requires that if the 15/15 Rule is triggered for a second time after the data has been screened once already using the 15/15 Rule, the customer be dropped from the information provided. In addition to the 15/15 Rule, the CPUC further determined that no information about customers with demands above 500 kW should be included in the distributed information. (T)
3. Aggregated information provided will include Direct Access service agreements (accounts). (D)
4. Customer-specific information or aggregated information that violates the 15/15 Rule, as listed above will be provided when the CCA has met all of the following conditions: (T)  
  - a. Signed Non-Disclosure Agreement.
  - b. Executed an Attestation stating that the city or county is investigating, pursuing or implementing CCA, and
  - c. Any registration or other requirements as imposed by the CPUC.

(L)



SCHEDULE E-CCAINFO—INFORMATION RELEASE TO COMMUNITY CHOICE AGGREGATORS  
(Continued)

(T)

SPECIAL  
CONDITIONS:  
(Cont'd.)

5. Definitions:

(T)

- a. Community Choice Aggregator ("CCA") – Pursuant to Public Utilities Code Section 331.1 a CCA is defined as "any city, county, or city and county whose governing board elects to combine the loads of its residents, businesses, and municipal facilities in a communitywide electricity buyers' program." (T)  
(T)
- b. Rate Class – Defined as residential, small commercial/industrial, medium commercial/industrial, large commercial/industrial, agricultural, public street and highway lighting.
- c. Rate Schedule – As listed in PG&E's Tariff Book, for example E-1, A-1, E-19, E-20.
- d. Service Agreement – Defined as the customer's service identification number linking the customer's rate schedule with the meter.



SCHEDULE CCA CRS—COMMUNITY CHOICE AGGREGATION COST  
RESPONSIBILITY SURCHARGE

(T)

- APPLICABILITY:** This schedule and the applicable components of the Community Choice Aggregation (CCA) Cost Responsibility Surcharge (CRS) apply to all customers who take CCA service, unless otherwise set forth in the Special Conditions, below.
- TERRITORY:** Schedule CCA CRS applies everywhere PG&E provides electric service as shown in Preliminary Statement, Part A.
- RATES:** The CCA CRS consists of the Department of Water Resources (DWR) Bond Charge, the Regulatory Asset, or its successor, Ongoing Competition Transition Charges and the DWR Power Charges, as set forth in each rate schedule.
- SPECIAL CONDITIONS:**
1. California Alternative Rates for Energy (CARE) and medical baseline customers that take CCA service are exempt from paying the DWR Bond Charge and the DWR Power Charge portion of the CCA CRS.
  2. Customers that have taken Direct Access (DA) or CCA service continually since February 1, 2001, are exempt from the DWR Bond Charge and DWR Power Charge portions of the CCA CRS.
  3. Pursuant to Resolution E-3843, effective December 4, 2003, a customer who was on DA service prior to February 1, 2001, and returned to bundled service after September 20, 2001, shall be exempt from the DWR Bond Charge and the DWR Power Charge components of DA CRS if CCA service is elected. These customers are not exempt from the ongoing CTC and regulatory asset, and will be billed for these charges under their otherwise-applicable rate schedule.
  4. All CCA Service customers who took DA Service during the DA CRS undercollection period are not exempt from the DA CRS undercollection charge and will be billed under the provisions of Schedule DA CRS.

(N)  
|  
(N)

(Continued)



**RULE 1—DEFINITIONS**

(Continued)

COMMISSION: The Public Utilities Commission of the State of California, sometimes referred to as the Public Utilities Commission (PUC) or the CPUC.

COMMON USE AREAS: Those areas that may be shared or used by occupants within a multifamily accommodation, including, but not limited to, laundry room, recreation room, swimming pool, tennis courts, gardens, hall/outdoor lighting.

COMPANY: Pacific Gas and Electric Company (PG&E).

COMMUNITY CHOICE AGGREGATION SERVICE (CCA SERVICE): This service allows customers to purchase electric power, and at the customer's election, participate in additional energy efficiency or conservation programs from non-utility entities known as Community Choice Aggregators. Herein all references to Community Choice Aggregation mean the Same as CCA Service.

(T)  
(T)

COMMUNITY CHOICE AGGREGATOR (CCA): An entity that provides electric supply services to Community Choice Aggregation customers within PG&E's service territory. A CCA may also provide certain energy efficiency and conservation programs to its Community Choice Aggregation customers as provided for under PG&E's tariffs.

(T)  
  
(T)

(Continued)





## RULE 22—DIRECT ACCESS SERVICE

The following terms and conditions apply to both PG&E customers and electric energy service providers who participate in Direct Access. Direct Access shall refer to any end-use PG&E customer electing to procure its electricity, and any other CPUC-authorized energy services, directly from electric service providers (ESPs) as defined in Rule 1. ESPs who serve Small Customer service accounts, as defined in Rule 1, shall be registered with the State of California and meet any certification requirements established by the appropriate State agencies. Pursuant to Decision (D.) 05-12-041, customers receiving Direct Access service may be automatically enrolled in a Community Choice Aggregation Program, as described in Rule 23.

(T)  
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(T)

### A. CUSTOMER SERVICE ELECTIONS

All PG&E customers will have the opportunity to acquire their electric power needs under three (3) options.

#### 1. PG&E Bundled Services

This service preserves traditional PG&E electric services, where PG&E performs all energy services for the end-use customer. PG&E will acquire all its electric power requirements. All customers who have not chosen to use Direct Access remain on default PG&E Bundled Services. Customers may choose to return to PG&E Bundled Services after having elected Direct Access.

#### 2. Community Choice Aggregation Service (CCA Service)

This service permits cities, counties, a city and county, or any group of cities, counties, or cities and counties, as defined by PUC Section 331.1, whose governing boards have elected to do so, to aggregate the electric load of utility end-use customers within their service areas for the purposes of acquiring and providing their electric power needs. These entities are CCAs. Customers that have not elected to opt-out of CCA Service or at the customer's election shall have their electric power procured by the CCA. Terms and conditions for CCA Service customer participation are governed by Rule 23.

(D)  
(N)  
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|  
|  
(N)

#### 3. Direct Access

This service election allows customers to purchase electric power and, at the customer's election, additional energy services from non-utility entities known as ESPs.

Direct Access customers who are not defined as Small Customers, as defined in Rule 1, will be required to have in place Interval Metering, as defined below, at no expense to PG&E. Pursuant to Decision 97-05-039, these customers will be eligible to choose either PG&E or an ESP to provide meter services. After 1998, the CPUC will extend meter service elections to remaining customers. Meter service options are described in Sections G and H.

(Continued)



## RULE 22.1—DIRECT ACCESS SERVICE SWITCHING EXEMPTION RULES

The following terms and conditions apply to both PG&E customers and electric Energy Service Providers (ESP) who participate in Direct Access (DA) as defined in Rule 22.

The following rules implement the Switching Exemption Decision (D.) 03-05-034, which adopted guidelines regarding the rights and obligations of DA customers who return to Bundled Service and subsequently switch back to DA service. D.03-05-034 established provisions for eligible DA customers regarding: (1) Transitional Bundled Service, (2) Bundled Portfolio Service, and (3) Initial Transition Period. Pursuant to D.05-12-041, customers receiving Direct Access Service, Transitional Bundled Service or Bundled Portfolio Service may be automatically enrolled in a Community Choice Aggregation Program as described in Rule 23.

(T)  
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(T)

### A. Transitional Bundled Service

1. Transitional Bundled Service (TBS) is effective February 19, 2004, and allows DA customers to return to Bundled Service on a transitional basis while switching from one ESP to another, or for similar or related reasons where TBS is needed.
2. The TBS provision is limited to a sixty (60) day period. The sixty (60) day period begins on the day the DA service is disconnected, which is the day PG&E starts supplying power to the service account (Day 1). By no later than the end of the sixty (60) day period (Day 60 of PG&E supplying power), PG&E must be in receipt of a Direct Access Service Request (DASR) from the customer's new ESP to switch the service account to DA service. In addition to meeting the DASR provisions set forth in Rule 22, Section E, DASRs to switch the service account back to DA service must comply with the following special conditions:
  - a. Accepted DASRs that do not require a meter change will be processed based on normal DASR processing timeframes as defined in Rule 22, Section E. PG&E will include the TBS requirements with the DASR status notification that is sent to the customer as provided for in Rule 22 Section E.7. The customer is responsible for providing its new ESP with this information.
  - b. Rejected DASRs must be corrected and resubmitted by the ESP and be acceptable to PG&E no later than twenty (20) days following the conclusion of the TBS period (Day 80 of PG&E supplying power). DASRs not corrected by the ESP within this time period will be cancelled by PG&E.

(Continued)



RULE 23—COMMUNITY CHOICE AGGREGATION

(T)

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- A. CUSTOMER SERVICE ELECTIONS
- B. GENERAL TERMS
- C. CUSTOMER INQUIRIES AND DATA ACCESSIBILITY
- D. BASIC CCA SERVICE
- E. CCA SPECIALIZED SERVICE REQUESTS, INCLUDING PHASE-IN
- F. CCA IMPLEMENTATION PLAN AND CCA SERVICE ESTABLISHMENT
- G. CCA SERVICE CUSTOMER ELIGIBILITY
- H. CCA CUSTOMER NOTIFICATION PROCESSES
- I. CCA CUSTOMER OPT-OUT PROCESSES
- J. CCA SERVICE MASS ENROLLMENT PROCESSES
- K. CUSTOMER RELOCATION PROCESSES FOLLOWING MASS ENROLLMENT
- L. CCA CUSTOMERS RETURNING TO PG&E BUNDLED SERVICE
- M. CCA SERVICE REQUESTS (CCASR) AFTER MASS ENROLLMENT
- N. METERING SERVICES
- O. BOUNDARY METERING SPECIAL REQUESTS
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- S. VOLUNTARY CCA SERVICE TERMINATION
- T. INVOLUNTARY SERVICE CHANGES
- U. SERVICE DISCONNECTIONS AND RECONNECTIONS
- V. CREDIT REQUIREMENTS

(T)

(T)

(Continued)



**RULE 23—COMMUNITY CHOICE AGGREGATION**  
(Continued)

Community Choice Aggregation Service (CCA Service) permits cities, counties, cities and counties, or a joint powers agency whose governing board(s) have elected to acquire their electric power needs, hereinafter referred to as Community Choice Aggregators (CCA), to provide electric services to utility end-use customers located within their service area(s) as set forth in California Public Utilities (P.U.) Code Section 366.2 and other Commission directives.

(T)

The following terms and conditions apply to both Utility customers and CCAs who participate in CCA Service and are not meant to include all requirements that may otherwise be mandated to comply with state laws, the P.U. Code, Federal Energy Regulatory Commission (FERC) Rules, and California Independent System Operator (CAISO) Rules applicable to CCAs and CCA Service. CCA Service shall refer to the electric service provided by a CCA to any group of end-use electric customers located within the service area of the CCA who have not elected to opt-out from such service and receive electricity procurement and other related services from the CCA.

This Rule immediately supersedes interim Rule 23 and interim Rule 23.1 in their entirety.

(T)

(Continued)



**RULE 23—COMMUNITY CHOICE AGGREGATION**

(Continued)

(T)

**A. CUSTOMER SERVICE ELECTIONS**

PG&E customers will acquire their electric power needs under one of the following options:

**1. PG&E Bundled Services**

This service preserves traditional utility electric services, under which PG&E performs all electric energy services for the end-use customer including metering, billing, collection, and customer services. Customers not receiving service under CCA Service or Direct Access Service shall receive service under PG&E Bundled Services.

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(T)

**2. Non-Utility Energy Services**

(T)

**a. Community Choice Aggregation Service (CCA Service)**

(T)

This service permits cities, counties, a city and county, or any group of cities, counties, or cities and counties, as defined by PUC Section 331.1, whose governing boards have elected to do so, to aggregate the electric load of utility end-use customers within their service areas for the purposes of acquiring and providing their electric power needs. These entities are CCAs. Customers that have not elected to opt-out of CCA Service or at the customer's election shall have their electric power procured by the CCA.

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(T)

**b. Direct Access**

This service election allows customers to purchase electric power and, at the customer's election, additional energy services from non-utility entities known as Energy Service Providers (ESPs). Direct Access service is governed by Rule 22. Direct Access customers are eligible for CCA Service participation pursuant to the provisions set forth in Section G of this Rule.

(T)

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(T)

**B. GENERAL TERMS**

**1. Definitions**

The definitions of principal terms used in this Rule are found either herein or in Rule 1, Definitions. Unless otherwise stated, all references to "customer" in this Rule will refer to PG&E customers that have service accounts within a CCA's service area. Unless otherwise stated, all references to "service account" shall refer to individual customer meters. Unless otherwise stated, all references to "utility" shall refer to PG&E.

(T)

(T)

The descriptive section headings of this Rule have been inserted for convenience of reference only and shall in no way define, modify or restrict any of the terms and provisions thereof.

(Continued)



**RULE 23—COMMUNITY CHOICE AGGREGATION**  
(Continued)

(T)

**B. GENERAL TERMS (Cont'd.)**

**2. General Obligations of PG&E**

**a. Non-Discrimination**

Utility shall discharge its responsibilities under this Rule in a fully cooperative, fair and non-discriminatory manner as to providers of all commodities and services, which are subject to CCA and Direct Access Service. Pursuant to D.05-12-041, fully cooperative is defined to mean the utility shall facilitate the CCA program and a CCA's efforts to implement it to the extent reasonable and in ways that do not compromise other utility services.

(T)

(T)

**b. Requests for PG&E Services**

PG&E shall process requests for similar PG&E services, such as Community Choice Aggregation Service Requests (CCASRs), in the same manner and within the same period of time for all CCAs and their respective customers.

(T)

**c. Timeliness and Due Diligence**

Consistent with State law and Commission decisions, PG&E shall exercise due diligence in meeting its obligations and deadlines under this Rule so as to implement CCA Service as quickly as possible.

(T)

**d. Transmission and Distribution Service**

Subject to the terms and conditions of the CCA Service Agreement Form 79-1029, applicable utility tariffs, applicable FERC rules and CCA's and customer's compliance with their terms and conditions, PG&E shall provide transmission and distribution services under applicable tariffs and contracts for delivery of electric power to CCA customers.

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(T)

(Continued)



**RULE 23—COMMUNITY CHOICE AGGREGATION**  
(Continued)

(T)

**B. GENERAL TERMS (Cont'd.)**

**3. General Obligations of CCAs**

(T)

**a. Timeliness and Due Diligence**

CCAs shall exercise due diligence in meeting their obligations and deadlines under this Rule, applicable laws and Commission decisions. CCAs shall make all payments owed to PG&E under this Rule in a timely manner subject to applicable payment dispute provisions.

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**b. Arrangements with CCA Customers**

(T)

CCAs shall be solely responsible for having contractual or other arrangements with their customers necessary to implement CCA consistent with all applicable laws, Commission requirements and this Rule. PG&E shall not be responsible for monitoring, reviewing or enforcing such contracts or arrangements.

(T)  
(T)

**c. Scheduling Coordinator**

As a requirement of this Rule, CCAs providing electric power shall have one or more Scheduling Coordinators. The utility shall not be responsible for enforcing requirements applicable to the performance of Scheduling Coordinators.

(T)  
(T)

**4. Transfer of Cost Obligations Between CCAs and Customers**

(T)

Nothing in this Rule is intended to prevent CCAs and customers from agreeing to reallocate between them any costs for CCA Services which are designated in this Rule to be paid by either of them.

(T)  
(T)

**5. Responsibility for Electric Purchases**

CCAs have exclusive responsibility for obtaining and providing the electric power needs (including ancillary services) of their CCA customers and to deliver such power to the necessary grid location required to serve electric power needs to those customers.

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(T)

(Continued)



**RULE 23—COMMUNITY CHOICE AGGREGATION**  
(Continued)

(T)

**B. GENERAL TERMS (Cont'd.)**

**6. PG&E Not Liable for CCA Services**

(L)  
(T)

If a customer receives service from a CCA, PG&E has no obligations to the customer with respect to the services provided by the CCA. The customer must look to the CCA to carry out the responsibilities associated with that service.

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(T)

**7. CCA Not Liable for PG&E Services**

(T)

To the extent the customer receives service from PG&E, a CCA has no obligations to the customer with respect to the services provided by PG&E. The customer must look to PG&E to carry out the responsibilities associated with that service.

(T)

**8. Load Aggregation for Procuring Electric Power**

CCAs may aggregate individually metered electric loads located within the service area of the CCA only for the purpose of procuring electric power and ancillary services. Load aggregation shall not be used to determine PG&E charges or tariff applicability. The right of customers to physically aggregate by combining multiple accounts into a single metered account as permitted under Commission-approved tariffs is not restricted by this section.

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**9. Split Loads Not Allowed**

Customers participating in CCA may not partition the electric loads of an individual service account among electric service options or providers. The entire load of an individual service account must receive service under only one electric service option or provider.

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**10. Residential Customers**

All residential customers, as defined in Rule 1, located within a CCA's service area shall be offered CCA Service.

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(Continued)





**RULE 23—COMMUNITY CHOICE AGGREGATION**  
(Continued)

(T)

**B. GENERAL TERMS (Cont'd.)**

**11. Interval Metering**

Interval metering shall refer to a meter device capable of recording the minimum data required for (a) hourly data required for the CCA Service settlement process; and (b) data required to bill utility distribution tariffs.

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**12. Statistical Load Profiles**

The utility shall provide statistical load profiles, in place of Interval Metering, to permit the Utility or CCA to compute the bills for all CCA customers who have service accounts where interval metering data is not provided to the CCA. Statistical load profiles shall be applied as authorized by the Commission.

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**13. Master Metered Customers**

Individual master metered customers who provide sub-metered tenant billings, may participate in CCA Service as a single account. A master metered customer may not partition the electric loads of a single master meter among several electric service options or providers. The entire load of a single master meter must receive service under one electric service option and provider.

**14. Service Fees and Other Charges**

- a. PG&E costs for services provided to a CCA or CCA customer shall be charged to the CCA or customer as set forth in the appropriate PG&E rate schedule. PG&E may charge service fees for CCA related services described in this Rule only for the incremental costs associated with providing these services and provided that service fees do not assess charges on CCAs for billing processes or customer services that are unrelated to services and customer billings associated with the CCA's CCA Service or are collected in other utility rates, charges or fees.
- b. PG&E Service charges approved by the Commission, which may include, but are not limited to, service establishment charges and special meter reading fees, which are contained within or authorized by other tariffs are not affected by this Rule.
- c. Service fees for CCA Services are described in Schedule E-CCA and Schedule E-CCAINFO.

(Continued)



**RULE 23—COMMUNITY CHOICE AGGREGATION**

(Continued)

(T)

**B. GENERAL TERMS (Cont'd.)**

(L)

**15. Non-bypassable Obligations**

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As a condition of participating in CCA Service, CCA customers shall be responsible to pay for all non-bypassable charges authorized by the Commission and which PG&E may recover from customers in accordance with state law. PG&E shall continue to bill the customer for such charges. Disputed charges shall be resolved pursuant to the provisions set forth in Rule 10.

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**16. Franchise Fees And Other Charges**

CCA Customers shall continue to be responsible to pay all applicable fees, surcharges and taxes as authorized by law. PG&E shall bill customers for franchise fees as set forth in Public Utilities Code Sections 6350 to 6354, and for fees as set forth in Public Utilities Code Sections 401 to 410. The CCA and PG&E shall each be responsible for calculating other fees, taxes, and surcharges for their respective services.

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**17. Liability In Connection With CCA Services**

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- a. In this Section, "damages" shall include all losses, harm, costs, and detriment, both direct and consequential, suffered by the customer.
- b. PG&E shall not be liable to the customer or CCA for any damages caused by PG&E's conduct in compliance with, or as permitted by, PG&E's electric rules and tariffs, the CCA Service Agreement and associated legal and regulatory requirements related to CCA Service.
- c. PG&E shall not be liable to the customer for any damages caused to the customer by any failure by CCA to comply with PG&E's tariffs, the CCA Service Agreement and associated legal and regulatory requirements related to CCA Service.
- d. The Commission shall have initial jurisdiction to interpret, add, delete or modify any provision of this Rule or the CCA Service Agreement, and to resolve disputes regarding PG&E's performance of its obligations under PG&E's tariffs, the CCA Service Agreement and requirements related to CCA Service, including any disputes regarding delays in the implementation of CCA.

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(Continued)



**RULE 23—COMMUNITY CHOICE AGGREGATION**  
(Continued)

**B. GENERAL TERMS (Cont'd.)**

**17. Liability In Connection With CCA Services (Cont'd.)**

- e. PG&E shall not be liable to the customer for any damages caused by CCA's failure to perform its obligations to the customer, including, but not limited to the obligation to provide electric supply services to the customer. The CCA shall not be liable to the customer for any damages caused by PG&E's failure to perform its obligations to the customer. (T)
- f. A CCA is not PG&E's agent for any purpose. PG&E shall not be liable to the customer for any damages resulting from any acts, omissions, or representations made by CCA in connection with soliciting customers for CCA Service or performing any of its functions in rendering CCA Service. (T)
- g. PG&E is not the CCA's agent for any purpose. The CCA shall not be liable to the customer for any damages resulting from any acts, omissions, or representations made by PG&E in connection with soliciting customers for CCA Service or performing any of its functions in rendering CCA Service. (T)

**18. CCA Implementation Plan**

A CCA shall develop an Implementation Plan, as defined in P.U. Code Section 366.2(c)(3). (T)

**19. Sixty (60) Day Period**

A Sixty (60) Day Period is a period of time equal to sixty (60) calendar days. For purposes of this Rule, two billing cycles or two calendar months are also equal to 60 calendar days. (T)

**20. Automatic Enrollment**

Automatic Enrollment is the process whereby a CCA can automatically enroll an eligible customer in CCA Service. Customer participation in CCA Service may not require a positive written declaration, but all customers shall be informed of their right to opt-out of CCA Service. If no negative declaration is made by the customer during the initial 60-day initial notification period or the 60-day follow-up notification period, the customer shall be served through the CCA's CCA Service. Automatic Enrollment is the transfer of a customer's service account to CCA Service with no action taken by the customer to initiate the transfer. (T)

(Continued)



**RULE 23—COMMUNITY CHOICE AGGREGATION**  
(Continued)

(T)

**B. GENERAL TERMS (Cont'd.)**

(L)

**21. CCA Customer Notification**

CCA Customer Notification is the required CCA customer notification that informs customers of the CCA's CCA Service. The CCA Customer Notification must inform customers that (a) they are to be automatically enrolled in CCA Service, (b) the terms and conditions of CCA Service, and (c) the customer has the right to opt-out of CCA Service. The notification must also include a mechanism by which a potential customer may opt-out of CCA Service. To qualify for Automatic Enrollment the CCA shall fully inform participating customers (1) at least twice during a sixty (60) day period in advance of the date of Automatic Enrollment, and (2) at least twice during a 60 day period following enrollment in a CCA's Service.

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**22. Opt-Out of Automatic Enrollment**

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The term "opt-out" is the customer's election not to be served under CCA Service and to continue to receive its existing service. In order to exercise its right not to participate in CCA Service, a customer must request to "opt-out" of CCA Service through the required action as prescribed in the CCA Notification or by contacting utility. A customer may exercise its opt-out right at any time prior to the Automatic Enrollment of a customer's account in CCA Service and during an additional 60 day period subsequent to the Automatic Enrollment of a customer's account in CCA Service.

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**23. Initial Notification Period**

The Initial Notification Period is a period of time, lasting not less than sixty (60) days, leading up to the Automatic Enrollment date.

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**24. Follow-up Notification Period**

The Follow-up Notification Period is a sixty (60) day period of time commencing immediately following the date of Automatic Enrollment.

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**RULE 23—COMMUNITY CHOICE AGGREGATION**  
(Continued)

(T)

**B. GENERAL TERMS (Cont'd.)**

(L)

**25. CCA Cost Responsibility Surcharge (CCA-CRS)**

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As a condition of receiving CCA Service, CCA customers shall be responsible for paying a CCA Cost Responsibility Surcharge as set forth in Schedule CCA-CRS. The CCA-CRS shall be identified separately, as part of the Utility charges on the customer's monthly billing statement.

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(T)

**26. CCA Service Request (CCASR)**

CCA Service Request (CCASR) is the electronic communication required to enroll or add customers to CCA Service, remove customers from CCA Service, change service options, and maintain customer information.

(T)

**27. CCA Phase-In**

Pursuant to D.04-12-046, a CCA has the ability to offer service to some eligible customers before others. This incremental enrollment process is defined as a Phase-In and shall be subject to the provisions set forth in Section E of this Rule.

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(T)

**28. CCA Service**

This service permits cities, counties, a city and county, or any group of cities, counties, or cities and counties, as defined by P.U.C. Section 331.1, whose governing boards have elected to do so, to aggregate the electric load of utility end-use customers within their service areas for the purposes of acquiring and providing their electric power needs. These entities are CCAs. Customers that have not elected to opt-out of CCA Service or at the customer's election shall have their electric power procured by the CCA.

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(Continued)

**RULE 23—COMMUNITY CHOICE AGGREGATION**  
**(Continued)**

(T)

### C. CUSTOMER INQUIRIES AND DATA ACCESSIBILITY

(L)

## 1. Customer Inquiries

Customers contacting the utility requesting information on CCA Service shall be referred to the CCA for assistance. PG&E shall provide the customer with the CCA's telephone number.

$$\begin{array}{c} (T) \\ | \\ (T) \end{array}$$

## 2. Customer Request To Initiate CCA Service

Eligible customers contacting PG&E requesting to initiate CCA Service from the CCA shall be processed by PG&E. PG&E shall notify the CCA pursuant to the provisions set forth in this Rule.

$$\begin{array}{c} (\text{T}) \\ | \\ (\text{T}) \end{array}$$

### 3. Access to Customer Data

(T)

- a. PG&E shall provide customer-specific usage data pursuant to Schedule E-CCAINFO. PG&E and CCA shall abide by the instructions of a customer as to the entities to whom access to the confidential customer information is provided.
- b. When a customer is enrolled into CCA Service, the customer's account information will be sent to the CCA. Such information will include information such as metering information required for billing, settlement and other functions and twelve (12) months of historical usage data (if available).
- c. A CCA has the option to request additional customer information pursuant to Schedule E-CCAINFO.

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(N)  
(N)

#### 4. Customer Inquiries Concerning Billing-Related Issues

Customer inquiries concerning PG&E's charges and services or the Trust Transfer Amount (TTA) charge shall be directed to PG&E. Customer inquiries concerning the CCA's charges or services shall be directed to the CCA.

$$\begin{array}{c} (T) \\ | \\ (T) \end{array}$$

(Continued)



**RULE 23—COMMUNITY CHOICE AGGREGATION**  
(Continued)

(T)

**C. CUSTOMER INQUIRIES AND DATA ACCESSIBILITY (Cont'd.)**

**5. Customer Inquiries Related To Emergency Situations And Outages**

- a. PG&E shall be responsible for responding to all inquiries related to distribution or transmission service, emergency system conditions, outages and safety situations. Customers contacting the CCA with such inquiries shall be referred directly to PG&E. (T)  
(T)
- b. It may be necessary for PG&E to shed or curtail customer load at the request of the ISO, or as otherwise provided by Commission-approved tariffs. Nothing in this rule or CCA Service shall change the criteria for load shedding established by the ISO or Commission. (T)  
(T)  
(D)
- c. PG&E shall continue to be responsible for implementing Commission-approved load curtailment and demand response programs, including providing notification to participating customers. (T)
- d. The CCA shall be responsible for notifying its Scheduling Coordinator of any notice issued to the CCA by PG&E under this Section.

**D. BASIC COMMUNITY CHOICE AGGREGATION SERVICES**

(N)

- 1. In accordance with D.04-12-046 and D.05-12-041, the processes set forth below describe basic services provided by PG&E to develop, implement and support CCA Service:
  - a. A standard opt-out service required to be used by all CCAs as defined in Section I.
  - b. A mass enrollment process, defined in Section J, whereby all eligible customers who have not opted-out of CCA Service, shall be automatically enrolled in CCA Service on the customer's scheduled meter read date during a one month period, subject to phasing or the mutual agreement of PG&E and CCA pursuant to the provisions set forth in Section E of this Rule.
  - c. On an ongoing basis, subsequent to the initial mass enrollment, PG&E shall initiate the customer's enrollment or transfer to CCA service, as defined in Section K, when the customer contacts PG&E to establish or relocate PG&E service.

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**RULE 23—COMMUNITY CHOICE AGGREGATION**  
(Continued)

(T)

**E. CCA SPECIALIZED SERVICE REQUESTS, INCLUDING PHASE-IN**

(N)

1. A CCA electing not to utilize the basic processes described above may request specialized services from PG&E at a cost to the CCA as set forth below. Specialized Services include any request for services that do not conform to PG&E's basic CCA services and processes in Section D. Specialized Services may include, but are not limited to CCA Phase-In, special reporting or other unique services.
  - a. A CCA interested in submitting a request for Specialized Services shall be responsible for funding an analysis of the impacts to PG&E normal operations and a study to determine the estimate of costs for which the CCA shall be responsible to pay.
  - b. A CCA requesting Specialized Services shall be responsible for executing a Specialized Services Agreement between the CCA and PG&E.
  - c. PG&E shall consider requests for Specialized Services on a case by case basis, provided that implementation can be accomplished without compromising the utility's customer service obligations, reliability or operational flexibility of the utility's systems.
  - d. The estimate of the costs for which the CCA shall be responsible, shall be provided to the CCA and shall be based upon time and materials costs and fees set forth in the appropriate PG&E rate schedule. The estimate of costs shall include any cost savings that may occur as a result of the specialized service.
  - e. The CCA shall be responsible for all actual costs associated with Specialized Services, including but not limited to the development of the estimate of costs, the implementation of the Specialized Service and all applicable ongoing maintenance costs.
  - f. The costs associated with the initial implementation of any Specialized Services shall be paid in advance by the CCA before work is commenced.

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RULE 23—COMMUNITY CHOICE AGGREGATION

(Continued)

(T)

E. CCA SPECIALIZED SERVICE REQUESTS, INCLUDING PHASE-IN (Cont'd.)

(N)

1. (Cont'd.)

- g. The CCA and PG&E shall agree to a mutually acceptable implementation schedule. The implementation schedule shall take into consideration and provide priority to required utility system work, which may include work related to mandated regulatory changes, customer service obligations, computer system integrity testing and maintenance.
- h. Pursuant to D.04-12-046, a CCA may choose to phase-in CCA Service to customers. To assist the CCA with their phase-in plans, PG&E has developed an optional standard phase-in service, more fully described in Schedule E-CCA, which requires minimal system changes to minimize the CCA's phase-in costs. A CCA, however, has the option to propose its own phase-in plan as a Specialized Service Request. Regardless whether a CCA chooses the standard phase-in service or proposes its own phase-in criteria, PG&E will work cooperatively with CCAs to phase-in groups of customers in a manner that minimizes utility and CCA costs. CCA phase-in service shall be subject to the provisions set forth in Schedule E-CCA and this section.

F. CCA IMPLEMENTATION PLAN AND CCA SERVICE ESTABLISHMENT

1. Implementation Plan and CCA Registration With the Commission

- a. Pursuant to D.05-12-041, the Executive Director shall develop and publish the steps of an informal process of review that provides a forum for the CCA and the utility to understand the CCA's implementation plans and assures that the CCA is able to comply with PG&E's tariffs.

***[Process details to be added once developed by the Executive Director]***

- b. Pursuant to D.05-12-041, the Executive Director shall prepare and publish instructions for CCAs and utilities that includes a timeline and describes the procedures for submitting and certifying receipt of the Implementation Plan, notice to customers, notice to CCAs of the appropriate CRS, and registration of CCAs.

***[Process details to be added once developed by the Executive Director]***

(N)

(Continued)



# RULE 23—COMMUNITY CHOICE AGGREGATION

(Continued)

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## F. CCA IMPLEMENTATION PLAN AND CCA SERVICE ESTABLISHMENT (Cont'd.)

(N)

### 1. CCA Implementation Plan and CCA Registration With the Commission (Cont'd.)

- c. Pursuant to D.05-12-041, where the CCA fails to conform to PG&E tariffs, PG&E shall decline to initiate service to the CCA. If PG&E refuses to facilitate the CCA's initiation of service or declines to provide service to the CCA, PG&E must inform the CCA and Commission of its reasons in writing. The CCA may file a formal complaint with the Commission if the CCA believes it or its customers have been improperly refused service, whether before a CCA's service is initiated or in a case where PG&E interrupts CCA services.

- d. The CCA and PG&E shall follow the process below to resolve disputes over operational issues prior to the CCA's initiation of service.

***[Process details to be added once developed by the Executive Director]***

- 2. The CCA shall provide to the utility the Commission's certification of: (1) CCA registration, and (2) the amount of cost recovery that must be paid by its customers.
- 3. The earliest possible date a CCA may implement CCA Service shall be the date the CCA has fulfilled all requirements in the applicable tariffs, including service establishment requirements set forth in this Rule, or the date the CCA and PG&E agree is reasonable, whichever is later, unless stated otherwise in a Commission order or in a letter from the Commission's Executive Director. In advance of providing service to the first CCA in PG&E's service territory, PG&E shall require six (6) months after it receives the CCA's binding commitment in order to implement required CCA service processes and infrastructure. Such a binding commitment can be either the Binding Notice of Intent pursuant to Rule 23.2 or in a signed written form that commits the CCA to serve its customers on a specific date.

(N)

### 4. CCA Service Establishment

(T)

Prior to providing CCA Services within PG&E's service territory, the CCA must comply with the following requirements:

- a. CCAs must submit an executed CCA Service Agreement in the form attached hereto.
- b. The CCA remains fully responsible for its subcontractors, agents, and Scheduling Coordinators performing CCA related services on behalf of the CCA.

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**RULE 23—COMMUNITY CHOICE AGGREGATION**  
(Continued)

(T)

**F. CCA IMPLEMENTATION PLAN AND CCA SERVICE ESTABLISHMENT (Cont'd.)**

(T)

**4. CCA Service Establishment (Cont'd.)**

- c. The CCA must satisfy PG&E credit-worthiness requirements set forth in Section V, Credit Requirements.
- d. The CCA must satisfy applicable Electronic Data Exchange requirements, including:
  - (1) Completion of all necessary electronic interfaces for the CCA and PG&E to communicate for CCASRs, billing, collections, general communications and communication of meter reading and usage data from the utility.
  - (2) Have the capability to exchange data with PG&E via the Internet.
  - (3) Successful completion of all standard utility technical testing and must have the capability to communicate using Electronic Data Interchange (EDI), Internet, or an electronic format acceptable to the utility and enter into appropriate agreements related thereto. EDI testing may commence between CCA and PG&E at any time prior to CCA service commencing and both PG&E and CCA will make best efforts to complete EDI testing expeditiously.
- e. No outstanding charges related to Specialized Services defined in Section E.
- f. Confirmation that the CCA is registered with the Commission and that the CCA has filed an Implementation Plan with the Commission.

(T)

**5. Adding/Deleting a Municipality to an Existing CCA**

(N)

This section is applicable to CCAs participating in a joint powers agency (JPA) pursuant to Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code pursuant to Public Utilities Code Section 331.1.b. The CCA shall comply with each of the following:

- a. Before PG&E will process requests associated with a city or county joining or leaving an existing CCA, the CCA must execute a Specialized Services Agreement between the CCA and the Utility pursuant to the applicable provisions set forth in Section E of this Rule.
- b. Before PG&E will process requests associated with an existing CCA adding a city and/or county to its membership, the CCA must update or renew all requirements as specified in Sections F.1, F.2, F.3, and F.4 above.

(N)

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**RULE 23—COMMUNITY CHOICE AGGREGATION**  
(Continued)

(T)

**G. CCA SERVICE CUSTOMER ELIGIBILITY**

A CCA must offer to provide electric power to all residential customers located within its service area and pursuant to D.04-12-046, the CCA has the option to provide CCA Service to non-residential customers located within its service area. Pursuant to D.05-12-041, all customers, including active Direct Access customers, located within a CCA's service area that have been offered service by the CCA that do not affirmatively decline such service (opt-out), shall be served by the CCA. PG&E shall not be responsible or liable in any way for any costs, fees, or penalties associated with a customer's Automatic Enrollment in CCA Service.

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1. Customers with a PG&E commodity contract term obligating them to remain on PG&E Bundled Service, including Bundled Portfolio Service (BPS), shall be included in the CCA's Automatic Enrollment process and are subject to a CCA Cost Responsibility Surcharge as set forth in Schedule CCA-CRS. Customer inquiries concerning the PG&E contract term requirements will be referred to the PG&E.
2. Customers taking service under Net Energy Metering (NEM) Rate Schedules, shall be included in the CCA's Automatic Enrollment process and are subject to the provisions set forth in PG&E's NEM Rate Schedules which may preclude NEM eligibility or may require special metering prior to the switch to CCA service, as defined in Section J.
3. Customers currently under Direct Access service shall be included in the CCA's Automatic Enrollment process and are subject to a CCA Cost Responsibility Surcharge as set forth in Schedule CCA-CRS. PG&E may require Direct Access customers with meters that do not conform to PG&E's metering standards and are incompatible with current PG&E metering reading systems to be replaced with a compatible meter prior to the switch to CCA service, as defined in Section M.

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**RULE 23—COMMUNITY CHOICE AGGREGATION**  
(Continued)

(T)

**H. CCA CUSTOMER NOTIFICATION PROCESSES**

(T)

**1. CCA Customer Notifications**

A CCA must provide required CCA Customer Notifications to participating customers eligible to receive Automatic Enrollment into CCA Service during the Initial Notification Period and Follow-up Notification Period. The CCA shall be solely responsible for all obligations associated with CCA Customer Notifications and performing those obligations consistent with the requirements set forth in PU Code Section 366.2, the CCA's Implementation Plan, Commission requirements and all applicable Commission orders. PG&E shall not be responsible for monitoring, reviewing or enforcing such obligations.

All notifications must include the necessary customer data and instructions that will allow customers to gain access to and complete the utility's opt-out service.

**2. PG&E CCA Customer Notification Services**

- a. A CCA may request PG&E to provide the required CCA Customer Notifications, on behalf of the CCA with adequate advance notice as set forth in PG&E Schedule E-CCA. Customized CCA Customer Notification mailing services may be provided to CCAs only upon agreement with PG&E.
- b. A CCA requesting to include its required customer notifications in PG&E's billing envelope is subject to the provisions set forth in Schedule E-CCA. The information in CCA customer notifications included in PG&E's billing envelope shall be limited to that required by PU Code Section 366.2(c)(13)(A).
- c. CCA is responsible to ensure mailing instructions provided to PG&E comply with the communication plan set forth in the CCA's Implementation Plan, rules and applicable laws.
- d. The standard CCA Customer Notification mailing(s), when provided by the PG&E, shall be staggered based on the customers' billing cycles.

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**RULE 23—COMMUNITY CHOICE AGGREGATION**

(Continued)

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**H. CCA CUSTOMER NOTIFICATION PROCESSES (Cont'd.)**

(N)

**3. The following additional provisions apply to CCA Customer Notifications:**

- a. The CCA and utility must mutually agree on the date before the CCA's Customer Notification process can begin.
- b. CCA Customer Notifications may be sent concurrently with the utility's billing cycles.
- c. Notifications must be reviewed and approved by the Public Advisor of the Commission to ensure the accuracy of any utility information.
- d. Neither CCAs nor PG&E shall use the other party's logo on CCA Customer Notifications or other materials absent express written consent to do so. Neither party shall express nor imply that the other party is affiliated with, is a sponsor of, or endorses their services or other programs.
- e. If a CCA's Automatic Enrollment process is suspended by the CCA, the Commission or any other State agency, the CCA shall be responsible for all utility costs, including, but not limited to, customer communications associated with the suspension.

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**RULE 23—COMMUNITY CHOICE AGGREGATION**  
(Continued)

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**I. CCA CUSTOMER OPT-OUT PROCESSES**

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Pursuant to P. U. Code 366.2(13)(A)(i), all CCA Customer Notifications required for automatic enrollments shall include the opportunity for customers to opt-out of CCA Service and continue to receive their existing service. The CCA shall use PG&E's opt-out process. All CCA Customer Notifications shall include information necessary for a customer to utilize the utility's opt-out process, as set forth below. CCAs using notification channels other than those provided by the utility will coordinate such notices with the utility. The following opt-out procedures apply to all participating customers:

1. The utility shall provide an opt-out process to be used by all CCAs. The utility shall offer at least two (2) of the following options as a part of its opt-out process:
  - a. Reply letter or postcard (postage paid) enclosed in CCA Customer Notifications.
  - b. Automated phone service.
  - c. Internet service.
  - d. Customer Call Center contact.
2. Customers eligible for Automatic Enrollment in CCA Service must be notified twice during the Initial Notification period. If the utility is aware that a customer or group of customers has not received the required notifications, the utility shall immediately inform the CCA. If the CCA is aware that a customer or group of customers has not received the required notifications the CCA shall immediately inform the utility to remove the customer from Automatic Enrollment.
3. A customer opting out of CCA Service before or during the Initial Notification Period shall be removed from the Automatic Enrollment process.
4. Pursuant to D.05-12-041, every customer in the CCA's Automatic Enrollment that does not opt-out of CCA service shall be served by the CCA, including customers with commodity contracts, Direct Access customers and customers whose CCA Customer Notifications are returned unopened.
5. A customer opting out of CCA Service during the Follow-up Notification Period and after enrollment in CCA Service shall be returned to its previous service, without penalty, on the customer's next scheduled meter read date, consistent with CCASR processing timing as defined in Section M.

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**RULE 23—COMMUNITY CHOICE AGGREGATION**

(Continued)

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**I. CCA CUSTOMER OPT-OUT PROCESSES (Cont'd.)**

(N)

6. CCAs receiving customer requests to opt-out should refer the customer to PG&E's standard opt-out process.
7. PG&E shall provide notice to the customer when the customer's opt-out request has been processed.
8. After the conclusion of the Initial Notification Period, in advance of the date of commencing Automatic Enrollment and prior to the customer's enrollment in CCA Service, PG&E may continue to accept customer opt-out requests and make best efforts to process such requests before the customer's account switches to CCA Service. Opt-out requests that cannot be processed before the account switches shall be processed following the CCASR processing timing to return the customer's account to its previous service, as defined in this Rule.
9. After the customer's account has switched to CCA Service, PG&E shall notify the CCA of customer Opt-out requests using the CCASR process as defined in Section M.
10. Customers making a positive election to CCA Service are not eligible for opt-out privileges and will return to Bundled Service under the provisions of Section L of this rule.
11. At the discretion and as determined by PG&E, the reply letter or postcard opt-out service must include a customer specific utility identifier preprinted on the reply letter/card.

**J. CCA SERVICE MASS ENROLLMENT PROCESSES**

PG&E shall provide a Mass Enrollment process whereby all eligible CCA customers that have not opted out of CCA Service shall be automatically enrolled in CCA Service on the customers' regular scheduled meter read dates over a one (1) billing month period, subject to phasing.

1. In advance of implementing the Mass Enrollment process, the PG&E must be in receipt of the CCA's confirmation, indicating the CCA has fulfilled its Initial Notification requirements. PG&E has no responsibility for verifying that the CCA has complied with its notification requirements.

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**RULE 23—COMMUNITY CHOICE AGGREGATION**

(Continued)

(T)

**J. CCA SERVICE MASS ENROLLMENT PROCESSES (Cont'd.)**

(N)

2. Within fifteen (15) days after conclusion of the Initial Notification Period, PG&E shall provide to the CCA one (1) update of its customer enrollments, providing individual customer information and energy usage data for those customers scheduled for mass enrollment. The update shall exclude all customer information for which PG&E has processed opt-out requests. A CCA has the option to request additional customer information pursuant to Schedule E-CCAINFO.
3. The mass enrollment shall commence at a time not less than thirty (30) days and not more than forty-five (45) days after the conclusion of the Initial Notification Period, unless another date is mutually agreed to by the CCA and PG&E, and shall be processed over a one billing month period by billing cycle unless the CCA and utility have agreed to specialized services for CCA enrollment or Phase-in services as defined in this Rule. A CCA has the option to request additional customer information pursuant to Schedule E-CCAINFO.
4. For each account in the mass enrollment, the utility shall switch the customer's account on its scheduled meter reading date, providing confirmation to the CCA.
5. Following the Mass Enrollment, the Utility shall provide the CCA with an update to its customer enrollments, providing individual customer information and energy usage data, and the switch dates for those customers that were actually enrolled in the CCA's CCA Service.
6. Effective beginning on the date of the transfer, the CCA is solely responsible for providing the electric power needs of its customers.
7. Customer opt-out requests processed after the account has switched to CCA Service shall be returned to its previous service by the initiation of a CCASR and under the CCASR process timing, as defined in Section M.
8. The CCA shall update its records within three (3) working days from the date of receiving a customer's opt-out notification from PG&E to remove the opt-out customer from CCA Service and eliminate future communications from the CCA.
9. Except as otherwise provided for in this Rule, no special metering shall be necessary or permitted during the mass enrollment process.

(N)

(Continued)



**RULE 23—COMMUNITY CHOICE AGGREGATION**

(Continued)

(T)

**K. CUSTOMER RELOCATION PROCESSES FOLLOWING MASS ENROLLMENT**

(N)

The following sections apply to customers establishing electric service, relocating existing service, and discontinuing electric service within a CCA's service area. Except as otherwise exempted by this Rule, Commission decision or by law, customers establishing or relocating electric service, within a CCA's service area shall be served under CCA Service unless the utility receives an opt-out request.

1. The following section shall apply when CCA customers are contacting PG&E to relocate or discontinue their electric service account within a CCA's service area:
  - a. In addition to its normal business requirements related to the customer's request, PG&E shall also process the changes for CCA Service and advise the customer it will place a CCA Service request to the CCA for the customer's account changes related to CCA Service.
  - b. PG&E shall notify the CCA of the customer's relocation or discontinuance of CCA Service by submitting the appropriate CCASRs as defined in this Rule.
  - c. The CCA shall be responsible for processing customer request(s) within three (3) business days and is solely responsible for the customer's electric power supply needs consistent with the service date as indicated on the CCASR(s).
2. The following section shall apply to customers establishing electric service within a CCA's service area. Customers establishing electric service within a CCA service area shall be automatically enrolled in CCA Service at the time their electric service becomes active.
  - a. In addition to its normal utility business requirements related to the customer's request, PG&E shall process the customer enrollment for CCA Service.
  - b. PG&E shall advise the customer that its account is to be automatically enrolled in CCA Service being offered by the CCA, that PG&E will place a CCA Service request to the CCA and as applicable, the terms and conditions for the customer to return to bundled service.
  - c. PG&E shall notify the CCA of the customer's enrollment by submitting the appropriate CCASRs as defined in this Rule.
  - d. The CCA shall be responsible for processing the customer request(s) within three (3) business days and is solely responsible for providing the customer's electric power supply needs consistent with the service date as indicated on the CCASR(s).

(N)

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**RULE 23—COMMUNITY CHOICE AGGREGATION**

(Continued)

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**K. CUSTOMER RELOCATION PROCESSES FOLLOWING MASS ENROLLMENT**  
(Cont'd.)

(N)

**2. (Cont'd.)**

- e. All CCA customer enrollments defined in this section shall be considered Automatic Enrollments and customers shall be permitted to opt-out in accordance with Section I. The CCA shall be solely responsible for all obligations consistent with the requirements set forth in P.U. Code Section 366.2. Customers shall be referred to the CCA for the information related to the CCA's customer notifications and other CCA terms and conditions of CCA Service.

- 3. PG&E will abide by the instructions of a customer requesting not to receive CCA Service at the time of service establishment or service relocation.

**L. CCA customers returning to PG&E bundled service**

**1. Positive Elections**

- a. Customers that have made a positive election\* to participate in CCA Service requesting to return to bundled service must provide a six (6) month advance notice and are subject to the terms and conditions of a Bundled Portfolio Service (BPS) as set forth below.
- b. Direct Access eligible customers returning to bundled service from CCA Service shall be subject to Direct Access Rule 22.1. These customers are eligible to switch from CCA Service to DA service without returning to Bundled Service.

**2. Customers Automatically Enrolled in CCA Service Returning to Bundled Service after the Follow-up Notification Period.**

- a. Direct Access eligible customers that have been Automatically Enrolled in CCA Service and are returning to Bundled Service from CCA Service shall be subject to the provisions set forth in Direct Access Rule 22.1. These customers are eligible to switch from CCA Service to DA service without returning to Bundled Service.
- b. Former Bundled Service Customers that have been Automatically Enrolled in CCA Service requesting to return to bundled service after the Follow-up Notification Period must provide the Utility with a six (6) month advance notice and are subject to the terms and conditions of Bundled Portfolio Service (BPS) as set forth below.

(N)

\* Includes customers that have opted out of CCA Service and later elect to return to CCA Service.

(Continued)



**RULE 23—COMMUNITY CHOICE AGGREGATION**

(Continued)

(T)

**L. CCA CUSTOMERS RETURNING TO PG&E BUNDLED SERVICE (Cont'd.)**

(N)

**3. Bundled Portfolio Service**

Bundled Portfolio Service is applicable to CCA customers who return to bundled service for a minimum of three years. This three-year minimum bundled service commitment shall be referred to herein as Bundled Portfolio Service (BPS). The following conditions shall apply:

- a. Customers receiving this service make a three-year commitment and shall not be allowed to return to CCA service until their three-year minimum period has been completed. The three-year minimum period shall begin on the date the customer is switched to BPS after the conclusion of the six-month advance notice period as set forth in this Section L.3.b. No premature departures from the three-year commitment shall be allowed.
- b. Customers must provide a six-month advance notice to PG&E prior to becoming eligible for BPS so PG&E can adjust its procurement activity to accommodate the additional load. Such notification will be made by the customer submitting a Customer Advanced Notification Form in writing or electronically. PG&E shall provide those customers who have provided advance notice with written confirmation and necessary switching process information within 10 business days of receipt of the customer's notification. Once received by PG&E, customers will have a three business-day rescission period after which advance notifications cannot be cancelled. PG&E shall process requests to BPS in the following manner:
  - (1) Account transfers to BPS shall be switched on the customer's next scheduled meter read date after the completion of the six-month advance notice period.
  - (2) PG&E shall initiate a CCASR, to transfer the account to BPS and shall provide notification to the customer and CCA in accordance with Section M.

(N)

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**RULE 23—COMMUNITY CHOICE AGGREGATION**

(Continued)

(T)

**L. CCA CUSTOMERS RETURNING TO PG&E BUNDLED SERVICE (Cont'd.)**

(N)

**3. Bundled Portfolio Service (Cont'd.)**

- c. During the six-month advance notice period before customers become eligible for BPS, customers may either continue on CCA Service or return to Bundled Service and receive Transitional Bundled Service (TBS) commodity pricing terms as set forth in PG&E Schedule TBCC and be subject to the provisions and applicable charges of the CCA Cost Responsibility Surcharge as set forth in Schedule CCA-CRS. PG&E shall process any CCASR returning the customer to bundled service during the six-month advance notice period in accordance with Section M and shall provide bundled service to the customer at the TBS rate for the remainder, if any, of the six-month advance notice period. PG&E shall initiate the necessary transfer of the account to BPS at the conclusion of the six-month advance notice period with notification to the customer. Customers returning to bundled service during the six-month advance notice period (i.e., before the commencement of BPS) cannot return to CCA Service until their three-year bundled service commitment has expired.

- d. Customers returning from CCA Service after the Follow-up Notification period has expired are subject to a re-entry fee as set forth in Schedule E-CCA.

**4. End of Bundled Portfolio Service**

At the end of the customer's initial three-year BPS commitment, customers will have the option of switching back to CCA Service or remaining on BPS based on the then current applicable rules in effect. PG&E will provide the customer with a courtesy reminder eight months before the expiration of the customer's three-year commitment. This timeframe will allow for the six-month notification period and will provide a 60-day transitional period for the customer to notify PG&E of its intent to return to CCA Service. If for any reason the customer is not sent, or does not receive, a courtesy reminder from PG&E, the customer is not relieved of its responsibility for providing PG&E the notice required in this Section 4.a below.

(N)

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**RULE 23—COMMUNITY CHOICE AGGREGATION**

(Continued)

(T)

**L. CCA CUSTOMERS RETURNING TO PG&E BUNDLED SERVICE (Cont'd.)**

(N)

**4. End of Bundled Portfolio Service (Cont'd.)**

- a. Customers electing to return to CCA Service at the conclusion of the three-year BPS commitment period shall provide advance, written notice to PG&E at least six months prior to the conclusion of the three-year commitment. PG&E shall provide to the customer a written confirmation and necessary switching process information within 10 business days of the customer's notification, including the final date to be in receipt of a CCASR to return to CCA Service. The customer is responsible for providing its CCA with this information.
  - (1) The customer's CCA shall submit a CCASR to ensure the necessary switch to CCA Service under the CCASR rules, as set forth in Section M., occurs on the service account's next scheduled meter read date after the completion of the six-month advance notice period.
  - (2) If PG&E is not in receipt of a CCASR by the end of the customer's three-year commitment, the customer's request to return to CCA Service shall be cancelled and the customer shall be subject to the terms of Section L.4.b., below.
- b. Customers electing to remain on BPS are not required to take any action and shall automatically be subject to a new commitment period, if any, based on the then current applicable rules in effect. Unless a customer has submitted a six-month advance notice to return to CCA Service at the end of the three-year BPS commitment period, the customer shall automatically be subject to a new commitment period, if any, based on the then current applicable rules in effect.

(N)

(Continued)



**RULE 23—COMMUNITY CHOICE AGGREGATION**  
(Continued)

(T)

**M. CCA SERVICE REQUESTS (CCASR) AFTER MASS ENROLLMENT**

(T)

1. CCASRs, in the form specified by PG&E, must be submitted electronically by the CCA unless an alternate means of submittal has been mutually agreed to by PG&E and the CCA. The CCASR process described herein is used for various changes to a customer's choice of services and service providers, such as customer CCA elections, customer-initiated returns to PG&E Bundled Service, CCA-initiated customer returns to PG&E Bundled Service, and maintaining customer information. CCAs must execute the CCA Service Agreement and successfully complete all CCA Service establishment requirements set forth in this Rule before submitting CCASRs.
2. PG&E shall begin accepting CCASRs from the CCA for service accounts on a mutually agreed upon date with PG&E, but no earlier than the start of the CCA's Mass Enrollment process.
3. A separate CCASR must be submitted for each service account. Upon request by a CCA, PG&E shall provide timely updates on the status of the CCASR processing to the submitting CCA and customer.
4. CCASRs must identify the utility account information, as determined by PG&E, of the customer participating in Community Choice Aggregation. A CCASR that does not contain this information shall be considered materially incomplete.
5. CCASR forms shall be available through electronic means (e.g., PG&E's website).
6. PG&E shall provide an acknowledgment of its receipt of the CCASR to the CCA within two (2) working days of its receipt. PG&E shall provide to the CCA, within three (3) working days, a CCASR status notification informing them as to whether the CCASR has been accepted, rejected or deemed pending for further information. If accepted, the switch date determined in accordance with paragraphs 11 or 12 of this section shall be sent to the CCA. If a CCASR is rejected, PG&E shall provide the reason for the rejection. If a CCASR is held pending further information, it shall be rejected if the CCASR is not completed within eleven (11) working days following the status notification.

(N)

(N)

(Continued)





**RULE 23—COMMUNITY CHOICE AGGREGATION**

(Continued)

(T)

**M. CCA SERVICE REQUEST (CCASR) AFTER MASS ENROLLMENT (Cont'd.)**

(T)

7. In accordance with the provisions of Rule 3, PG&E has the right to deny the CCA's request for service for a particular customer if the information provided by the customer is false, incomplete, or inaccurate in any material respect. (N)
8. If a submitted CCASR complies with the CCASR requirements, the CCASR shall be accepted and scheduled for CCA implementation.
9. CCASRs shall be handled on a first-come, first-served basis. Each request shall be time-stamped by PG&E.
10. If more than one enrollment CCASR is received for a service account within a single CCASR processing period, only the first valid CCASR received shall be processed in that period. All subsequent CCASRs shall be rejected.
11. Accepted CCASRs that do not require a meter change and that are received by PG&E a minimum of fifteen (15) days before the customer's next scheduled meter reading date shall be switched over on the next scheduled meter reading date for that service account.
12. If an accepted CCASR requires a meter change (i.e., the existing meter is incompatible with the Utility's meter reading system), PG&E shall install a new meter and switch the account over to CCA on the date of installation. PG&E shall endeavor to complete the meter change request within fifteen (15) days after acceptance of the CCASR in the absence of a meter installation backlog or other circumstances beyond PG&E's control such as, but not limited to, delays in the installation of a communication line to the meter. PG&E may require Direct Access customers with meters that are incompatible with the utility systems to be replaced with a compatible meter prior to the acceptance of a CCASR. PG&E shall provide notice of any current meter service backlog or the next available installation date. Such metering services are subject to fees in accordance with Schedule E-ESP and E-EUS.
13. In the event the Commission or the ISO governing board declares an emergency and institutes a moratorium of PG&E processing of CCA requests, PG&E shall comply with such moratoriums and inform CCAs or customers of the details of emergency plans.
14. PG&E, CCA and customer, on mutual agreement, may agree to a different service change date for the service changes requested in a CCASR. (N)

(Continued)





**RULE 23—COMMUNITY CHOICE AGGREGATION**

(Continued)

(T)

**M. CCA SERVICE REQUEST (CCASR) AFTER MASS ENROLLMENT (Cont'd.)**

(T)

15. A CCASR is submitted pursuant to the terms and conditions of the CCA Service Agreement and this Rule and shall also be used to define the CCA Services that the CCA is providing the customer. (N)
16. CCASRs submitted for customers returning to PG&E Bundled Service will follow the same process and timing as CCASRs to establish CCA Service. CCAs shall be responsible for the continued provision of the customer's electric power needs until the service change date. Customers returning to PG&E Bundled Service shall be subject to the terms and conditions as set forth in Section L.
17. PG&E shall assess a service fee for CCASRs for adding or removing customers from CCA Service. This service fee shall be billed to the CCA unless the customer is requesting to return to PG&E service after the Follow-up Notification Period whereupon the customer's re-entry service fee shall be billed to the customer.
18. PG&E shall not hold the CCA responsible for any unpaid customer billing charges that the customer incurred prior to the customer's switch to CCA. Unpaid billing charges shall not delay the processing of CCASRs and shall remain the customer's responsibility to pay PG&E. PG&E shall follow current Commission credit rules in the event of customer non-payment, which includes the disconnection of service.
19. CCA must submit CCASRs only for customer accounts within its service area and for customers that meet the eligibility requirements set forth in Section G.
20. Any CCASR not meeting the above requirements shall be rejected, the affected customer shall be notified, and the applicable CCASR fee shall be charged to the CCA.
21. If a customer cancels an agreement, a CCASR shall not be submitted for that customer. If a CCASR has already been submitted, the submitting party shall, within two (2) business days, direct the Utility to cancel the CCASR.
22. CCAs shall offer service to all residential customers and shall not return residential customers involuntarily to bundled service, except in the event of non-payment of CCA charges by the customer, as set forth in Section U.2. (N)

(Continued)



**RULE 23—COMMUNITY CHOICE AGGREGATION**  
(Continued)

(T)

**N. Metering Services**

(T)

**1. Meter Services**

Meter services are comprised of three primary functions, Meter Ownership, Meter Services (Installation, maintenance, and testing) and Meter Data Management Agent (MDMA) Services. PG&E shall perform all Metering Services for a CCA's customers.

(T)

PG&E, as the Meter Service provider, shall ensure all of its meters and associated metering services are in conformance with its metering standards and Commission approved rules governing such services.

(T)

**a. Meter Conformity**

Customers who had previously purchased or leased an interval meter acceptable to PG&E as a condition of receiving DA service, may own or lease interval meters used for billing purposes for CCA Service, but shall continue to be responsible for the obligations of a meter owner under Rule 22 Section G.

(T)

(T)

If the customer has a non-conforming meter, or elects to have the meter replaced, PG&E reserves the right to extend its normal installation period due to meter and installation personnel availability. Under these circumstances, PG&E shall apprise the customer and CCA of the specific reasons for the delay and the anticipated schedule for installation.

(T)

(T)

**b. MDMA Services**

PG&E shall perform all Meter Data Management Agent (MDMA) services required for CCA Service in accordance with its Commission approved tariffs. MDMA obligations include but are not limited to the following:

(T)

(1) Meter data for CCA customers shall be read, validated, edited, and transferred to the MDMA server pursuant to the Utility's standards.

(2) Both PG&E and CCA shall have access to the MDMA server.

(T)

(3) PG&E shall provide the CCA's (or their designated agents) reasonable and timely access to meter data as required to allow the proper performance of billing, settlement, scheduling, forecasting and other functions.

(T)

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**RULE 23—COMMUNITY CHOICE AGGREGATION**

(Continued)

(T)

**N. METERING SERVICES (Cont'd.)**

(T)

**c. Charges for Metering Services**

PG&E may charge the customer or the CCA for the provision of metering services only to the extent such charges are authorized by the Commission. If the installation of metering services is at the customer's expense, the customer's authorization is required.

(T)

**O. BOUNDARY METERING SPECIAL REQUESTS**

(N)

In accordance with PU Code Section 366.2, at the request and expense of any CCA, PG&E shall install, maintain and calibrate metering devices at mutually agreeable locations within or adjacent to the CCA's service area. PG&E shall read the metering devices and provide the data collected to the CCA at the CCA's expense. All costs incurred by PG&E as a result of providing this specialized service, hereinafter referred to as Boundary Metering shall be the sole responsibility of the requesting CCA.

1. PG&E shall consider and evaluate requests for Boundary Metering on a case-by-case basis, provided that implementation can be accomplished without compromising the safety, reliability or operational flexibility of PG&E's electrical facilities. Any CCA interested in submitting a request for Boundary Metering shall be responsible for funding an analysis of the electric system impacts and a study to determine the estimated costs associated with Boundary Metering. The CCA shall be provided with an estimate of costs for which it shall be responsible to pay.
2. A CCA requesting Boundary Metering installation shall be responsible for executing a Specialized Service agreement or contract established pursuant to Rule 2 establishing the terms and conditions for installation and maintenance of the special facilities.
3. The CCA shall be responsible for all actual costs associated with Boundary Metering services, including but not limited to the development of the estimate of costs, the implementation of Boundary Metering and all ongoing operating and maintenance costs.

(N)

(Continued)



**RULE 23—COMMUNITY CHOICE AGGREGATION**

(Continued)

(T)

**O. BOUNDARY METERING SPECIAL REQUESTS (Cont'd.)**

(T)

4. All costs associated with the deployment of Boundary Metering for a CCA shall be paid in advance by the CCA before work commences. (N)
5. CCAs terminating Boundary Metering services with the utility shall be responsible for all costs related to the restoration of the PG&E's facilities, which may include, but are not limited to, removal of meters.
6. As applicable, Boundary Metering costs shall be included as a part of the Utility's credit requirements set forth in Section V.
7. The CCA and PG&E shall agree to a mutually acceptable Boundary Metering installation schedule. The installation schedule shall take into consideration and provide priority to required PG&E metering work which may include work related to mandated regulatory changes, customer installations and testing, emergency service orders and routine testing and maintenance. (N)

**P. BILLING SERVICE OBLIGATIONS**

(T)

PG&E shall perform the billing services for the CCA. PG&E shall use the PG&E Consolidated Billing process described below. (T)

(T)

**1. Introduction**

This section establishes PG&E and CCA obligations for billing information and legal and safety notices. (T)

(T)

**a. Description**

PG&E shall provide two options for Consolidated PG&E Billing:

- (1) Rate Ready – The customer's CCA shall send its rates to PG&E. PG&E shall in turn send a consolidated bill, containing both PG&E and CCA charges to the customer. (T)
- (2) Bill Ready – The customer's CCA shall send its bill to PG&E. PG&E shall in turn send a consolidated bill, containing both PG&E and CCA charges, to the customer. (T)

(T)

(T)

(T)

(T)

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RULE 23—COMMUNITY CHOICE AGGREGATION

(Continued)

(T)

P. BILLING SERVICE OBLIGATIONS (Cont'd.)

(L)

1. Introduction (Cont'd.)

b. Rate Ready PG&E Consolidated Billing

(1) PG&E Obligations

- (a) PG&E shall calculate the CCA's charges based on the Customer's usage and the rates submitted to PG&E by the CCA. PG&E shall calculate the CCA's charges under this billing option using the CCA's rate schedules and the same meter data used to calculate the utility's charges. PG&E shall calculate the utility users tax for both PG&E and CCA charges.

(T)

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- (b) If billing quality meter data is not available, PG&E may (i) send out an estimated bill for its services and the CCA's services in accordance with PG&E's applicable rules or (ii) hold its bill.

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(T)

- (c) PG&E charges shall be based on PG&E's electric service, PG&E's natural gas service, the customer's electric and natural gas usage and the applicable PG&E rate schedules. The CCA's electric charges shall be based on the rates and charges by CCA and on the customer's electric usage. Unless otherwise agreed, the terms and conditions stated in this Rule shall apply to the consolidated gas and electric billing service.

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(T)

(2) CCA Obligations

(T)

- (a) CCA must select for each service account one of four (4) rate options for its electric supply services:

(T)

- a non-volumetric fixed price (lump sum);
- a 1-tier price per kWh;
- a 2-tier price per kWh; and
- a time-of-use rate option (charges for time-of-use (TOU) periods specified in PG&E's applicable TOU schedule for the Customer).

(Continued)



**RULE 23—COMMUNITY CHOICE AGGREGATION**  
(Continued)

(T)

**P. BILLING SERVICE OBLIGATIONS (Cont'd.)**

**1. Introduction (Cont'd.)**

**b. Rate Ready PG&E Consolidated Billing (Cont'd.)**

**(2) CCA Obligations (Cont'd.)**

(b) Each submission of rate schedules by CCA shall clearly identify the Service accounts for which those schedules apply. CCA shall pay the charges set forth in the utility's electric rate schedules for each change of rate schedules by the CCA. (T)  
(T)  
(T)

(c) Only authorized utility personnel needed to perform, supervise or audit CCA billing under this option shall have access to the CCA's rate schedules. PG&E shall treat the CCA's rate schedules as confidential information in accordance with the CCA Service Agreement, and shall not disclose those rate schedules to other than authorized utility personnel without the CCA's written consent or issuance of a valid legal order compelling the disclosure. (T)  
(T)  
(T)

(d) PG&E does not assume responsibility for any information supplied by CCA. (T)

**(3) Timing Requirements**

(a) The CCA's rate schedules and prices must be submitted to PG&E at least thirty (30) business days prior to the effective day of the rate. (T)

(b) The CCA may update its rate schedules no more than once per calendar month subject to the lead time described above. (T)

**c. Bill Ready PG&E Consolidated Billing**

**(1) PG&E Obligations**

(a) PG&E shall calculate PG&E's charges and send the bill either by mail or electronic means to the customer. PG&E shall include CCA charges on the bill. PG&E is not responsible for computing or determining the accuracy of the CCA charges on the bill. (T)  
(T)

(Continued)



**RULE 23—COMMUNITY CHOICE AGGREGATION**

(Continued)

(T)

**P. BILLING SERVICE OBLIGATIONS (Cont'd.)**

**1. Introduction (Cont'd.)**

**c. Bill Ready PG&E Consolidated Billing (Cont'd.)**

**(1) PG&E Obligations (Cont'd.)**

(b) PG&E's bill shall include a summary of CCA charges and may provide any billing-related details of CCA charges, including the CCA's telephone number. The CCA bill may be printed with the PG&E bill, or electronically transmitted exactly as provided by the CCA. (T)

(c) PG&E shall process customer payments and transfer amounts paid toward CCA charges to the CCA when the payments are received as specified in Section Q. (T)

**(2) CCA Obligations**

(a) The CCA shall offer PG&E consolidated billing services to the CCA customers it serves. (T)

(b) The CCA shall submit the necessary billing information to facilitate billing services according to PG&E's billing schedule and by Service Account. (T)

(c) The CCA shall provide PG&E with a summary of CCA charges by electronic transmittal or other means acceptable to PG&E. The CCA may provide billing-related details of CCA charges on a separate page which shall be included in the consolidated bill and transmitted with the summary charge. CCA charges which are not transmitted as required shall not be included in the consolidated bill. (T)

**(3) Timing Requirements**

(a) Bills under this option shall be rendered once a month. Nothing contained in this Section shall limit PG&E's ability to render bills more frequently consistent with PG&E's existing practices. However, CCA charges shall only need to be calculated based on monthly billing periods. (T)

(Continued)





**RULE 23—COMMUNITY CHOICE AGGREGATION**

(Continued)

(T)

**P. BILLING SERVICE OBLIGATIONS (Cont'd.)**

(L)

**1. Introduction (Cont'd.)**

**c. Bill Ready PG&E Consolidated Billing (Cont'd.)**

**(3) Timing Requirements (Cont'd.)**

(b) Except as provided in Paragraph 3.a above, PG&E shall require that CCA and PG&E charges be based on the same billing period data to avoid any confusion concerning these charges.

(T)

(c) CCA charges must be received by PG&E the day following PG&E's actual meter read date. If billing charges have not been received from the CCA by this date, PG&E may render the bill for PG&E charges only, without CCA charges.

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(T)

**2. Billing Information and Inserts**

**a. Identify PG&E and CCA Charges**

(T)

The consolidated PG&E bill, at a minimum, shall identify utility charges as specified by the Commission or its codes and when CCA charges are received shall identify, at a minimum, two sets of charges: one for PG&E services and another for CCA energy services.

(T)

(T)

**b. Required Legal and Safety Notices**

All customers, including CCA and PG&E Bundled Service customers, shall receive mandated legal and safety notices, and PG&E shall be responsible for the creation of these notices. The utility may also enclose utility-related bill inserts in consolidated PG&E billing as permitted by Commission regulations.

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(T)

**c. CCA Obligations under Consolidated Utility Billing**

(T)

The CCA may include any information directly related to the calculation or understanding of CCA charges directly in the bill but may not include any text on the separate detail page which is not specifically related to the charges or their explanation.

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**RULE 23—COMMUNITY CHOICE AGGREGATION**

(Continued)

(T)

**P. BILLING SERVICE OBLIGATIONS (Cont'd.)**

(L)

**3. Billing Adjustments for Meter Error and Billing Error**

**a. Adjustment of Bills for Meter Error**

PG&E shall perform the adjustment of bills for meter error in accordance with Rule 17.

**b. Adjustment of Bills for Billing Error**

PG&E shall perform the adjustment of bills for billing error in accordance with Rule 17.1.

**4. Unauthorized Usage of Energy**

**a. PG&E will conduct the investigation of the unauthorized use of energy in accordance with Rule 17.2.**

**b. If PG&E determines there has been unauthorized use, PG&E shall have the legal right to recover, from any customer, CCA, or other person that caused or benefited from such unauthorized use, the total estimated amount of the undercharge, including the CCA electric power component, for the full period of such unauthorized use, and any other actions authorized pursuant to its Commission-approved tariffs or by law.**

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**RULE 23—COMMUNITY CHOICE AGGREGATION**

(Continued)

(T)

**Q. PAYMENT AND COLLECTION TERMS**

1. PG&E shall pay the CCA the amounts paid to the utility for CCA charges only after the payment is received from the customer. Payments shall be transferred to the CCA electronically specifying the amount paid by each specific customer account or group of customer accounts if the customer is Summary Billed. (T)  
(T)
2. Upon receipt of the PG&E's payment, the CCA is responsible for accurately posting the payment to the customer's account. The CCA shall also be responsible for any follow-up inquiries either with the utility or customer if there are questions concerning the posting of that payment amount. (T)  
(T)
3. PG&E shall remit payments to the CCA only for the amounts paid by the CCA customer for payment of CCA charges. Payments are due on or before the later of: (T)  
(T)
  - a. Seventeen (17) calendar days after the bill was rendered to the customer, or
  - b. The next business day after the payment is received from the customer.
4. PG&E shall process payments, post utility charges paid to customer accounts, and transfer funds owed the CCA to the CCA. PG&E shall debit to the CCA any amounts resulting from returned payments and assess returned payment charges (i.e., a charge for each returned payment) to the appropriate customers. (T)  
(T)
5. The CCA has no payment obligations for customer payments under consolidated utility billing services. The CCA is required to settle any disputes of CCA charges with the customer. (T)  
(T)
6. The customer is obligated to pay PG&E for all utility and CCA charges consistent with existing tariffs. (T)
7. The customer must notify PG&E of any disputed utility charges; otherwise, any outstanding balance shall be handled as an amount past due. Customer disputes of CCA charges must be directed to the CCA, and customer disputes of PG&E charges must be directed to PG&E. (T)  
(T)

(Continued)



**RULE 23—COMMUNITY CHOICE AGGREGATION**

(Continued)

(T)

**Q. PAYMENT AND COLLECTION TERMS (Cont'd.)**

(L)

8. If the customer disputes any PG&E charges, it shall nevertheless pay the amount billed; provided, however, that the customer may, at its election, pay that portion of the charges that the customer disputes to the Commission in accordance with Rule 10. If the customer disputes any CCA charges, the provisions of its agreement with the CCA shall apply. PG&E shall forward to the CCA amounts paid to cover CCA charges. However, no CCA may discontinue CCA Service to a residential customer for a disputed amount if that customer has filed a complaint with the Commission, and that customer has paid the disputed amount into an escrow account.

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9. For CCA sundry charges, PG&E shall accept cash, check or electronic payments. The CCA must remit payment for any charges, approved by the Commission, for services provided it by the utility. Sundry charges shall be considered past due 30 days after the date the bill to the CCA is rendered.

(N)

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(N)

**R. LATE OR PARTIAL PAYMENTS AND UNPAID BILLS**

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1. PG&E is responsible for collecting the unpaid balance of all charges from customers, sending notices informing customers of unpaid balances, and taking the appropriate actions to recover the unpaid amounts owed the CCA.

(T)

2. Except as provided below in Section 3, if a customer makes only a partial payment for a service account, the payment shall be allocated proportionally between PG&E's charges (including the TTA charge) and the CCA's charges. A customer may dispute these charges as provided in Section P, but shall not otherwise have the right to direct partial payments for a particular service account. (Utility Users Taxes shall be treated in accordance with current utility procedures and are not subject to this section.)

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3. In evaluating a delinquent residential Service Account for service termination and to the extent required by law or Commission regulations, partial payments shall be allocated first to delinquent disconnectable charges.

4. Undisputed overdue balances owed PG&E shall be considered late and subject to PG&E late payment procedures.

5. Commission-approved rules shall apply to late or non-payment of PG&E charges by the customer.

(Continued)



**RULE 23—COMMUNITY CHOICE AGGREGATION**

(Continued)

(T)

**S. VOLUNTARY CCA SERVICE TERMINATION**

(T)

Termination of a CCA's CCA Service occurs when an individual CCA or a CCA operating under a Joint Powers Agency (JPA) discontinues providing CCA Service to all customers in its service area. Upon termination of CCA Service, all active CCA customers shall be returned to Bundled Portfolio Service (BPS) pursuant to Section L of this Rule. CCAs shall use best efforts to provide as much advance notice as possible to customers, the Commission and PG&E and coordinate with the Commission and Utility to ensure an efficient process and to protect all Utility customers from service problems and additional costs. In addition to the above, the CCA must comply with the requirements set forth below or be subject to Section T, Involuntary Service Changes, of this Rule.

(T)

1. The CCA shall provide at least a one (1) year advanced written notice to the Commission and PG&E of the CCA's intention to discontinue its CCA Service.

(T)

2. The CCA shall provide customers with a six-month notice and at a minimum provide a second notice during the final 60 days before the CCA's scheduled termination of service.

3. The Utility shall provide notification to and return all CCA's customers to PG&E's BPS during the month in which the CCA terminates its CCA Service on the customer's scheduled meter read date. The CCA shall be responsible for the continued provision of the customer's electric power needs until the date the customer returns to bundled service.

(T)

4. Customers eligible for Direct Access shall return to bundled service subject to Direct Access Rule 22.1. All other customers shall be returned to BPS subject to the terms in Section L, but are not subject to Transitional Bundled Service as defined in PG&E TBCC.

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5. Customers requesting to return to bundled service before the termination of CCA Service shall be subject to all terms and conditions in Section L of this Rule. The CCA shall not terminate any of its customers' CCA Service before the termination of the CCA's CCA Service.

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(Continued)



**RULE 23—COMMUNITY CHOICE AGGREGATION**

(Continued)

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**S. VOLUNTARY CCA SERVICE TERMINATION (Cont'd.)**

6. The CCA remains responsible for compliance with all applicable Commission rules, ISO requirements and Load Serving Entities obligations. (T)
7. A CCA shall be responsible for all costs resulting from the CCA's CCA Service termination. PG&E reserves the right to withhold CCA customer payment remittances from the CCA for undisputed overdue charges.
8. The CCA's Service Agreement with PG&E will be cancelled with its termination of its CCA Service. At any time not less than three (3) years after the CCA's termination of CCA Service, the CCA's eligibility to engage in CCA Service may be reinstated. The CCA's reestablishment of CCA Service will require the CCA to complete all CCA Service establishment requirements, including filing a new Implementation Plan with the Commission, being registered by the Commission, establishment of service with the PG&E pursuant to Section F, completion of credit requirements pursuant to Section V, all past due charges and arrearages having been paid, with interest, and the CCA has re-established compliance with all then-current Commission requirements. (T)
9. A CCA providing CCA Service pursuant to a JPA that terminates its CCA Service must also fully comply with the CCA Service termination requirements. Should one or more constituent members of a JPA seek to continue operations as a CCA, that new entity shall comply with all requirements for CCA Service establishment set forth in Section F of this Rule. (N)

**T. INVOLUNTARY SERVICE CHANGES**

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**1. Service Changes**

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Pursuant to D.05-12-041, absent the express approval of the CCA, an order of a court, the Commission or the FERC, PG&E shall adhere to the requirements set forth below in the event it seeks to terminate service to a CCA.

2. PG&E shall send notices of involuntary service changes or termination to the CCA, to each affected CCA customer, and to the Commission. The CCA shall be responsible for all utility costs associated with an Involuntary Service Change occurrence. Such costs may include, but not limited to, system, administrative, customer communications and legal costs. PG&E has the right to withhold and offset CCA customer payment remittance to the CCA until all such charges are paid by the CCA. (T)

(Continued)



**RULE 23—COMMUNITY CHOICE AGGREGATION**

(Continued)

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**T. INVOLUNTARY SERVICE CHANGES (Cont'd.)**

**3. Change of Service Election In Exigent Circumstances**

Where continued CCA service would constitute an emergency or may substantially compromise utility operations or service to bundled customers, PG&E should seek an emergency order from the Commission. In the event a CCA or a customer has failed to meet its obligations under this Rule or CCA Service Agreement such that PG&E seeks to invoke its remedies under this Section, and the failure constitutes an emergency (i.e. the failure poses a substantial threat to the reliability of the electric system or to public health and safety or the failure poses a substantial threat of irreparable economic or other harm to PG&E or the customer), or the failure relates to CCA's unauthorized energy use, then PG&E may initiate a change, or, in some cases, terminate a customer's CCA Service, or a CCA's ability to provide services under CCA. In such case, PG&E shall seek an emergency order from the Commission. Pursuant to D.05-12-041, the assigned Administrative Law Judge (ALJ), in consultation with the assigned Commissioner, is authorized to issue a ruling providing interim authority for the utility to terminate a CCA's service. Upon receipt of such a ruling, PG&E shall initiate the change or termination by preparing a CCASR, but the change or termination may be made immediately notwithstanding the applicable CCASR processing times set forth in this Rule. PG&E shall provide such notice to the CCA and/or the affected customer as is reasonable under the circumstances of this section, if any is reasonable. The CCA or the affected customer shall have the right to seek an order from the Commission restoring the customer's service election and/or the CCA's ability to provide services. If a customer's CCA Service is terminated, the customer will be subject to the provisions of Section L and the terms and conditions of Bundled Portfolio Service. Unless expressly ordered by the Commission, these provisions do not disconnect electric service provided to the customer.

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**4. Change of Service Election Absent Exigent Circumstances**

In the event PG&E finds that a CCA has failed to meet its obligations under this Rule or CCA Service Agreement such that PG&E seeks to invoke its remedies under this Section, but the failure does not constitute an emergency (as defined in Section T.3), PG&E shall notify the CCA and the affected customer of such finding in writing stating specifically:

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- a. The nature of the alleged non-performance;
- b. The actions necessary to cure it;
- c. The consequences of failure to cure it and the remedy PG&E proposes to invoke in the event of a failure to cure; and

(Continued)



**RULE 23—COMMUNITY CHOICE AGGREGATION**

(Continued)

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**T. INVOLUNTARY SERVICE CHANGES (Cont'd.)**

**4. Change of Service Election Absent Exigent Circumstances (Cont'd.)**

- d. The name, address and telephone number of a contact person at PG&E authorized to discuss resolution of the problem.

The CCA shall have thirty (30) days from receipt of such notice to cure the alleged non-performance or reach an agreement regarding it with PG&E. If the problem is not cured or an agreement is not reached following this 30 day period, PG&E may seek authority from the Commission to terminate CCA Service. PG&E's request to the Commission shall specify the reasons for the requested termination, the impacts of the termination, and the expected impacts if the CCA's service is not terminated. Upon Commission approval, PG&E may initiate the CCASR process set forth in this Rule to accomplish the remedy set forth in the notice. If a customer's CCA Service is terminated, the customer will be subject to the provisions of Section L and the terms and conditions of Bundled Portfolio Service, unless the customer is eligible for Direct Access and has previously selected another ESP in accordance with Rule 22. PG&E shall suspend the exercise of such remedy if, before the end of the cure period, the CCA has filed an application with the Commission requesting an order from the Commission that the CCA is entitled to continue the CCA Service Agreement and PG&E is not entitled to exercise the remedy it has identified in its notice. The status of the CCA shall not change pending the Commission's review of PG&E's request provided that an emergency, as described in Section T.3 does not arise. Unless expressly ordered by the Commission, these provisions do not disconnect electric service provided to the customer. PG&E's action to defer the exercise of its remedies in accordance with this section does not constitute a waiver of any rights.

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5. Following consultation with the CCA, PG&E is authorized to serve CCA customers temporarily where the ISO or the CCA has notified PG&E that customers would otherwise not be served. In such cases, the CCA's Service Agreement is not terminated; however PG&E shall immediately initiate the process to return affected CCA customers to Bundled Service without prior Commission approval. PG&E shall initiate the service change by preparing a CCASR, but the service or termination may be made immediately notwithstanding the applicable CCASR processing times set forth in this Rule. Affected customers will be provided service temporarily under Schedule TBCC. With the exception of Direct Access eligible customers, CCA customers receiving temporary service in this situation may not seek service from other Energy Service Providers or CCAs. PG&E may seek authority from the Commission to terminate CCA Service pursuant to Section T.4 of this Rule at anytime after being notified that the CCA's customers are not being served.

(Continued)





**RULE 23—COMMUNITY CHOICE AGGREGATION**

(Continued)

(T)

**T. INVOLUNTARY SERVICE CHANGES (Cont'd.)**

**6. Burden of Proof Before Commission**

In any case before the Commission the party bearing the burden of going forward and the party bearing the burden of proof shall be established in the manner normally established at the Commission.

**7. Action in the Event of Termination**

Upon termination of CCA Service pursuant to this Section T, the customer shall be returned to Utility Bundled Portfolio Service and subject to the terms and conditions of Section L of this Rule, unless the customer is eligible for Direct Access and has previously selected another ESP under the procedures set forth in the Direct Access Rule 22 and 22.1.

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At any time not less than three (3) years and six (6) months after termination of a CCA's CCA Service rights pursuant to this Section T, the CCA's eligibility to engage in CCA Service shall be reinstated upon a reasonable showing by the CCA that the cause(s) of the CCA's termination have been cured, all past due charges and arrearages have been paid, with interest, and the CCA has re-established compliance with all then-current Commission requirements, including credit requirements under Section V.

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**U. SERVICE DISCONNECTIONS AND RECONNECTIONS**

1. PG&E shall notify the customer of PG&E's right to disconnect electric service for the non-payment of PG&E charges pursuant to electric Rule 8. The customer, and not the utility, is responsible for contacting the CCA in the event it receives notice of late payment or service termination from the utility. If a customer has been disconnected, and is not reconnected within two days, PG&E shall promptly notify the CCA. A service charge shall be imposed on the customer if a field call is performed to disconnect electric service.

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2. PG&E shall not disconnect electric service to the customer for the non-payment of CCA charges. In the event of non-payment of CCA charges by the customer, the CCA may submit a CCASR requesting transfer of the service account to PG&E Bundled Service according to Section M.

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3. PG&E shall reconnect electric service for a Commission-authorized service fee when the criteria for reconnection pursuant to the provisions set forth Rule 11, Discontinuance of Service, have been met.

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(Continued)





**RULE 23—COMMUNITY CHOICE AGGREGATION**

(Continued)

**V. CREDIT REQUIREMENTS**

1. PG&E may require the CCA to establish its creditworthiness through evaluations, deposits, or other security in the manner described in Section V.2, to cover Commission-approved charges incurred as a result of CCA participation. That is, the creditworthiness only applies to PG&E charges that are billed directly to the CCA.

2. Creditworthiness

- a. Credit Evaluation

A CCA with a demonstrable current credit rating of Baa2 or higher from Moody's or BBB or higher from Standard and Poor's, Fitch or Duff & Phelps, is deemed to be creditworthy unless PG&E determines that a material change in the CCA's creditworthiness has occurred. PG&E requires CCAs to complete a credit application including financial information reasonably necessary to establish credit. The creditworthiness evaluation may be conducted by an outside credit analysis agency, determined by PG&E, with final credit approval granted by PG&E. This evaluation shall be completed within ten (10) business days. Credit reports shall remain strictly confidential between the credit analysis agency and PG&E. A credit application processing fee, as approved by the Commission, may be charged to offset the cost of determining the CCA's creditworthiness.

- b. Security Deposits

The CCA or its authorized agent may submit and maintain a cost-based security deposit in lieu of submitting to or being qualified under a creditworthiness evaluation. The amount of the security deposit required to establish credit will be based on the utility providing services to the CCA for customers in the CCA's service area and costs associated with specialized services and boundary metering requested by the CCA. The value of the security deposit shall be determined by the utility. Security deposits may be in the form of (1) cash deposits, with interest earned at the 3-month commercial paper rate, (2) letters of credit, defined as irrevocable and renewable issued by a major financial institution acceptable to PG&E, or (3) surety bonds, defined as renewable and issued by a major insurance company acceptable to PG&E. Security deposits must be posted with PG&E prior to the CCA's participation in CCA and prior to the implementation of any Customer Notifications as identified in Section H. Security deposits posted with PG&E which are in excess of outstanding unpaid bills owed to PG&E will be returned to the CCA within approximately 60 days after the CCA has terminated its services in PG&E's service territory.

(Continued)



**RULE 23—COMMUNITY CHOICE AGGREGATION**

(Continued)

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**V. CREDIT REQUIREMENTS (Cont'd.)**

**2. Creditworthiness (Cont'd.)**

**b. Security Deposits (Cont'd.)**

While the CCA is participating in CCA, deposits cannot be used as payment for past due bills in order to avoid or delay imposition of any of the Commission tariffs and rules pertaining to CCA's non-payment of bills owed to PG&E.

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**c. Interest on Cash Deposit**

PG&E shall pay interest on cash deposits, except as provided below, calculated on a daily basis, and compounded at the end of each calendar month, from the date fully paid to the date of refund by check or credit to the CCA's account. The interest rate applicable in each calendar month shall be set forth in Rule 7, except that when a refund is made within the first fifteen days of a calendar month the interest rate applicable in the previous month shall be applied for the elapsed portion of the month in which the refund is made. No interest shall be paid if the CCA's right to continue to provide CCA Service is temporarily or permanently discontinued for nonpayment of bills. No interest shall be paid for periods covered by bills paid after becoming past due.

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**d. Ongoing Maintenance of Credit**

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To assure continued validity of established unsecured credit, the CCA shall promptly notify PG&E of any material change in its credit rating or financial condition. CCA shall also furnish evidence of an acceptable credit rating or financial condition, as set forth above, to PG&E upon request.

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**3. Additional Documents**

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The CCA shall execute and deliver all documents and instruments (including, without limitation, security agreements and PG&E financing statements) reasonably required from time to time to implement the provisions set forth above and to perfect any security interest granted to PG&E.

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Rule 23.2—Community Choice Aggregation Open Season

Participation in this Rule by a Community Choice Aggregator (CCA) is voluntary. The purpose of this rule is to provide PG&E with early notice of the planned implementation date of a CCA program.

(N)

A CCA may elect to participate in the Open Season, as defined below, for the purpose of mitigating the Cost Responsibility Surcharge (CRS), as designated in Schedule CCA-CRS, that would apply to that CCA's customers absent its participation in the Open Season, and to enable the coordination of resource planning activities of PG&E and the participating CCA. Nothing in this Rule shall be construed to modify the requirements of Public Utilities Code Section 366.2(d), (e) and (f).

A. CCA Open Season

The CCA Open Season will be from January 1 through [February 15, or March 1 if Load Serving Entity Load Forecast submittals to the California Energy Commission (CEC) are due May 1 or later] of each year.

1. Binding Notice of Intent (BNI)

During the Open Season CCAs will be allowed to submit to the California Public Utilities Commission (Commission) and PG&E, a Binding Notice of Intent (BNI) to serve specified customer classes on a specific date. PG&E can then rely upon the BNI in making procurement decisions to meet its load and resource adequacy requirements, and enable the coordination of resource planning activities of PG&E and the CCA submitting the BNI (Participating CCA).

The BNI shall be signed by the CCA and indicate, in specific detail, the forecast number of customers by rate class to which the CCA intends to offer service.\*

The BNI shall be self-executing, in that PG&E may rely on such notice to modify its procurement activities without further action by the Commission. Participating CCAs will be exempt from any CRS related to PG&E procurement contracts and generation assets acquired after the BNI is submitted. PG&E will assume liability going forward for those utility procurement and generation obligations assumed after the Participating CCA has provided its BNI. A CCA that elects not to

(N)

\* Pub. Util. Code § 366.2(b) requires CCAs to offer service to all residential customers within its jurisdiction.

(N)

(N)

(Continued)



Rule 23.2—Community Choice Aggregation Open Season  
(Continued)

A. CCA Open Season (Cont'd.)

(N)

1. Binding Notice of Intent (BNI) (Cont'd.)

participate in an Open Season assumes liability for net unavoidable utility and Department of Water Resources procurement and generation obligations that were in place until the time the CCA began its operations.

The specified date will refer to the first day that the CCA assumes responsibility for the purchase of the electrical power requirements of CCA customers transferred from PG&E service during CCA mass enrollment. By submitting the BNI, the Participating CCA will be bound to accept PG&E transfer of customers that have not opted-out, subject to provisions in Section B, for electrical power supply services on that date, which will be the first day of the CCA mass enrollment period. The CCA will develop, in consultation with PG&E, a load forecast for the year it intends to commence service, as described in Section 2 below. Participating CCAs assume responsibility for the planning and purchase of its customers' electrical power requirements as provided for in the CCA load forecast. The load forecast will be used to enable the coordination of resource planning activities of PG&E and the CCA.

2. CCA Forecast

Each Participating CCA shall meet and confer with PG&E upon submission of its BNI to develop a Load Forecast for the CCA for the year it commits to commence service. To the greatest extent possible the Participating CCA and PG&E shall collaborate in developing this load forecast by providing the following information: the CCA's description of the customer classes or subsets of the customer classes to which it intends to offer service; a description of the terms and conditions of CCA service; CCA rate forecasts for the year the CCA commences service; and information either the CCA or PG&E has received regarding customer intent to opt-out of the CCA program. This CCA Load Forecast will be used to adjust PG&E's bundled load forecast for submittal to the Commission in its Long Term Procurement Plan and to the CEC by [Date to be determined in R.04-04-003] of each year, for resource adequacy verification. The CCA Forecast will be considered final on the date submitted to the CEC, subject to modifications described below in Section B, Adjustments to Forecasts. Such forecast must include the same information and be provided in the same format as required by the CEC or the Commission in accordance with the requirements established for the resource adequacy and integrated energy policy report filings. The CCA

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Rule 23.2—Community Choice Aggregation Open Season  
(Continued)

A. CCA Open Season (Cont'd.)

(N)

2. CCA Forecast (Cont'd.)

Forecast must include the forecast number of customers by rate class that the CCA expects to serve. Unless the CCA and PG&E otherwise agree, the CCA Load Forecast shall be based on the following default assumptions regarding the percentage of customers in the various classes that may opt out of CCA service established by the Commission:

- (1) Bundled Service Customers – 5% for residential and 20% for non-residential customers.
- (2) Direct Access Customers – 100% for both residential and non-residential customers.

3. CCA Default on Binding Notice of Intent

If the CCA fails to commence service on the date stated in the BNI, or fails to offer service in good faith to all classes of customers stated in that Notice, the CCA will be required to reimburse PG&E, upon demonstration in a filing with the Commission, for any incremental costs associated with utility procurement, as described in Section 4 below, resource adequacy penalties, or any other utility costs that are incurred as a result of CCA's default. However, the CCA or its customers will not be subject to any costs incurred by PG&E as a result of the CCA's failure to commence service on the date specified if the reason for that non-performance relates to a failure of the utility to meet its commitments to the CCA.

4. Potential Penalties for Deviating From CCA Binding Notice of Intent

If the CCA fails to meet its commencement of service date or fails to offer service in good faith to all customer classes stated in the Notice of Intent, PG&E shall make a filing with the Commission detailing the incremental costs it incurred as a result of the CCA's failure to fulfill its commitment, for Commission determination of a CCA penalty. The potential penalty to the CCA shall not exceed the would-be transferred load that PG&E must continue to serve times the difference between PG&E's incremental per kWh cost of acquiring the energy and capacity to serve the load not served by the CCA, and the average cost of PG&E's procurement portfolio. This penalty will be calculated on a per day basis for every day that the CCA deviates from the date provided in its BNI. The CCA shall not be entitled to a credit if PG&E's per/kWh cost of serving the load not served by the CCA is below the average cost of PG&E's procurement portfolio.

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Rule 23.2—Community Choice Aggregation Open Season  
(Continued)

B. Adjustments to Forecasts

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In a subsequent Open Season that takes place prior to the CCA commencing service to its customers, the Participating CCA may update its service commencement date by up to three months. To the extent the CCA and PG&E have collaborated on the load forecast as described above, the CCA and PG&E shall provide updates to load forecasting data, such as projected rate or service changes, as they become available in advance of the CCA commencement date. This data shall be used solely to refine the collaborative load forecast when necessary. The CEC may also make adjustments to the CCA's Forecast as part of its review of all Load Serving Entity forecasts in the resource adequacy process. The CCA must satisfy PG&E credit worthiness standards (which may include provision of adequate security or other assurance) to cover the amount of any potential penalties.

As part of the collaborative forecast process, the parties should explore options for mitigating risks associated with forecasts. Such options could include, but are not limited to, agreeing in advance that the party who has excess power will sell power to the party that is short on power.

C. Open Season Phase-In Requirements

In the event a CCA elects to phase-in its service and participate in the Open Season, the CCA shall provide in its BNI the schedule by which it intends to phase-in service which shall include the number of customers for each class to be served per the schedule provided. The CCA shall be required to accept the transfer of customers on the dates provided for each phase of its implementation unless it provides an adjustment in a subsequent Open Season period. The CCA load forecast shall reflect the incremental changes in CCA load as a result of phasing implementation. All other provisions of the Open Season tariff, including penalties for default and confidentiality, apply to participating CCAs that elect to phase-in implementation.

D. CCA Open Season Participation Confidentiality

Due to both the binding nature of the CCA commitment to serve customers on a specified date and the potential penalties a CCA may incur if it fails to fulfill its responsibility to prepare for timely commencement of service under this tariff, there is a potential to create market power for suppliers responding to a CCA's solicitation to provide electric power services. In order to prevent the possibility that participation in this tariff may create market power for potential CCA suppliers, all information concerning CCA participation in this tariff will be confidential and, at the option of the

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Rule 23.2—Community Choice Aggregation Open Season  
(Continued)

D. CCA Open Season Participation Confidentiality (Cont'd.)

CCA, subject to a nondisclosure agreement. Use of information provided by either the CCA or PG&E for purposes of load forecasting shall be limited solely for the purposes of the collaborative load forecast. Access to load forecasting information shall be restricted to authorized CCA/PG&E staff assigned to prepare the load forecasts for submission to the CEC, and the Commission and CEC staff assigned to review such forecasts.

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(N)





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

Cancelling

Revised  
Revised

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

24461-E  
23049-E

PACIFIC GAS AND ELECTRIC COMPANY

INTERCONNECTION APPLICATION FOR NET ENERGY METERING (NEM) FOR  
RESIDENTIAL OR SMALL COMMERCIAL CUSTOMERS WITH SOLAR OR WIND  
ELECTRIC GENERATION FACILITIES OF 10 KILOWATTS OR LESS

FORM NO. 79-994 (REV 02/06)  
(ATTACHED)

(T)

Advice Letter No. 2784-E  
Decision No. 05-12-041

Issued by  
**Thomas E. Bottorff**  
Senior Vice President  
Regulatory Relations

Date Filed February 14, 2006  
Effective March 16, 2006  
Resolution No. \_\_\_\_\_

102430





**INTERCONNECTION APPLICATION FOR  
NET ENERGY METERING (NEM) FOR  
RESIDENTIAL OR SMALL COMMERCIAL  
CUSTOMERS WITH SOLAR OR WIND  
ELECTRIC GENERATING FACILITIES OF 10  
KILOWATTS OR LESS**

**Part I – Introduction and Overview**

**A. Applicability:**

This *INTERCONNECTION APPLICATION FOR NET ENERGY METERING (NEM) FOR RESIDENTIAL OR SMALL COMMERCIAL CUSTOMERS WITH SOLAR OR WIND ELECTRIC GENERATING FACILITIES OF 10 KW OR LESS* ("Application") applies to net energy metering electric rate Schedule NEM for residential or small commercial<sup>1</sup> Customers ("Customer") who interconnect a solar or wind turbine electrical Generating Facility, or a hybrid system of both, with an aggregate capacity of not more than 10 kilowatts (kW) that is located on the Customer's premises, and which operates in parallel with Pacific Gas and Electric Company's ("PG&E") transmission and distribution facilities, and is used primarily to offset part or all of a Customer's own electrical requirements ("Generating Facility").

This Application also needs to be filed for changes to an existing, approved interconnection when: 1) the changes involve ownership of the Generating Facility (for example, when the property is sold); 2) physical changes are made to the Generating Facility (for example, when more photovoltaic panels are added or an inverter is replaced), and/or 3) as otherwise required by PG&E.

**Customers must not operate their Generating Facility in parallel with PG&E's Distribution System until they receive written authorization for Parallel Operation from PG&E. Unauthorized Parallel Operation could result in injury to persons and/or damage to equipment and/or property for which the Customer may be liable!**

**B. Application Package:**

In addition to this Application form, applicants must submit the documents described below to complete the application package. These additional documents are needed to ensure safe and reliable operation of PG&E's distribution facilities and to confirm that Customer's interconnection has been performed in accordance with PG&E's tariffs. (Additional forms are available upon request by telephoning 415-972-5676 or on PG&E's website at <http://www.pge.com/gen>).

**1. Required Documents for New Applicants:**

- a. A completed copy of this **Application**. **Please note:** the name on the Application and all other documents described below must be the same name as on the PG&E bill. PG&E may only make changes to an account or service if authorized by the Customer of record.
- b. A completed and signed copy of the *INTERCONNECTION AGREEMENT FOR NET ENERGY METERING FOR RESIDENTIAL AND SMALL COMMERCIAL SOLAR OR WIND ELECTRIC GENERATING FACILITIES OF 10 KILOWATTS OR LESS* (Form 79-854). In the **Interconnection Agreement** the Customer will confirm their otherwise-applicable rate schedule, as well as the date initial permits to commence construction were provided by the governmental authority having jurisdiction over the Generating Facility. The Customer's otherwise-applicable rate schedule will establish how the Customer's monthly usage or net generation will be valued. Customers cannot change

<sup>1</sup> "Small commercial" is defined as a commercial account with a maximum demand of less than 20 kW.

this rate schedule for a period of twelve (12) months, in accordance with PG&E's Electric Rule 12.

- c. A **single-line diagram** showing the Customer's actual installation of its Generating Facility. The diagram must include the electrical rating and operating voltages of the significant electrical components such as the service panel, the disconnect switch, inverters, all wind and/or photovoltaic generators, circuit breakers, and protective functions of the Generating Facility, the general location of the Customer's loads relative to the Generating Facility, and the interconnection with PG&E's Distribution System. The diagram must include the following information:
- 1) A description of the visible, lockable **disconnect switch** to be used between the interconnected Generating Facility and PG&E's Distribution System. The description must include the switch manufacturer, model number and switch capacity ratings (current and voltage). Note that the disconnect switch must normally be installed within 10 feet of the Customer's service panel and in a readily accessible location where PG&E personnel can operate the switch at any time. Disconnect switch must be the type approved by PG&E (see the PG&E web site at <http://www.pge.com/gen>).
  - 2) A description of the specific **DC to AC inverter(s)** used to control the interconnection between PG&E and the Generating Facility, including rating, brand name, and model number. Only California Energy Commission Certified inverters will pass the requirements for the Simplified Interconnection per Rule 21. (See website at: [http://www.consumerenergycenter.org/erprebate/eligible\\_inverters.html](http://www.consumerenergycenter.org/erprebate/eligible_inverters.html)) Non-certified units will require further study and may involve additional costs.
  - 3) A complete description of the generating **equipment Customer plans to install**. If the Generating Facility includes solar photovoltaic panels, the description must include the manufacturer name, model number, number of panels, and the rating. If the Generating Facility includes a wind-turbine, the description must include the manufacturer name, model number, number of turbines, and the rating. For all descriptions of equipment rating, use the nameplate rating found on the equipment or in the equipment specifications. Only California Energy Commission certified inverters and certified wind turbine generators without separate inverters will pass the requirements for Simplified Interconnection. (See the PG&E website <http://www.pge.com/gen> or the CEC website at: <http://www.consumerenergycenter.org/erprebate/equipment.html>)
  - 4) A description of how the power output from the inverter is connected to the **main service panel via a branch breaker**. The amperes rating of this branch breaker and also main service panel breaker must have the capabilities to carry the output rating of the Generating Facility. Output rating is computed based on total nameplate rating of the inverter.
- d. Proof of any existing (liability and/or property) **insurance coverage** for the location of the Schedule NEM Generating Facility. Customers must provide PG&E with a copy of the Declaration page of their insurance policy or other equivalent document acceptable to PG&E. This coverage level must be maintained as long as Customer's Generating Facility is interconnected to PG&E's distribution system.
- e. If Customer selects a **time-of-use rate** as their otherwise-applicable rate schedule under NEM, an installation fee is required for a special bi-directional time-of-use meter. The time-of-use meter for NEM must be bi-directional to provide net energy metering, and consequently differs from the time-of-use meter for accounts without generating facilities. For residential Customers selecting Schedule E-7, which is the basic residential time-of-use rate schedule, the installation fee is \$277. For small commercial Customers selecting Schedule A-6, which is the basic commercial time-of-use rate schedule, the installation

fee is \$443. For information about meter costs associated with other rates, please contact PG&E.

**Please note:** Installation of the time-of-use meter will not be scheduled by PG&E until the time-of-use meter installation fee and all completed Application materials are received by PG&E.

- f. A copy of the **final, signed, jurisdictional approval for Customer's Generating Facility** from the local government entity with jurisdiction over the Customer's project (Generally, a local city or county building and/or planning commission/ department). **While Customer's application package will not be complete until PG&E receives this document, Customers should not delay sending all other Application materials to PG&E.**

Once PG&E receives documentation described in Section B.1. (a) through (e) above, PG&E will begin to process the application. As soon as PG&E receives the jurisdictional approval form, PG&E will contact the Customer to schedule an on-site inspection and, if required, bi-directional meter installation.

## 2. Other Documents and/or Fees that *may* be required:

- a. A completed form **Authorization to Receive Customer Information or Act on a Customer's Behalf**. This form is required if a contractor or other person will be acting as an agent for the Customer and working with PG&E on this application. PG&E may only discuss Customer-related information with the Customer of record (the person whose name is shown on their bill) unless that Customer has completed this form. This Authorization form may be found at <http://www.pge.com/gen>.
- b. If Customer selects **Schedule E-9, the Experimental Rate for Low Emission Vehicles** as the otherwise-applicable rate, a **Schedule E-9 Application** form will need to be completed and signed.
- c. An **Application for Service** must be completed if this is a **new service** (for example, if this is for a new house to be constructed.) **Please note:** additional fees may be required if there is new service at the location and a service or line extension is required (in accordance with Electric Rules 15 and 16).
- d. **Applications with non-standard DC to AC inverters** which do not meet the UL and IEEE requirements specified in Electric Rule 21, or Customers whose aggregate Generating Facility capacity exceeds 15% of the peak load on the distribution line section as described in Electric Rule 21 (Section I.6.) require a **Supplemental Review** which may entail a study, additional equipment, and/or other requirements.
- e. Customers applying for NEM who are served under **Direct Access** by an Energy Service Provider (ESP) or served under Community Choice Aggregation by a Community Choice Aggregator (CCA) must contact their ESP or CCA directly for information regarding the ESP's or the CCA's net energy metering program.

Depending on the specifics of the planned Generating Facility, there may be requirements for interconnection in addition to the above list. Other approvals and/or other agreements may be needed for special PG&E programs or regulatory agency requirements.

**Please note** that this application does not constitute an application to any **rebate** and **incentive programs**. For more information on these programs and the required applications, please contact PG&E about the Self-Generation program (on the web at [www.pge.com/selfgen](http://www.pge.com/selfgen), telephone (415) 973-6436, or e-mail: [selfgen@pge.com](mailto:selfgen@pge.com)) or contact the agencies administering those programs directly.

### C. Steps for Parallel Operation:

- Step 1:** Complete this Application and the other items described in Section B.1.b) through B.1.e), above. Mail these documents, along with any required fees, to PG&E at the address below. PG&E will review the application package to verify it meets all applicable tariffs and will advise the Customer of its status.
- Step 2:** Mail a copy of the **final, signed, approval for the Generating Facility from the local government entity with jurisdiction over project**, described in Section B.1.f) above, to PG&E. Once received, PG&E will contact the Customer to schedule an on-site inspection and bi-directional meter installation. If this inspection proves satisfactory, PG&E will provide the Customer with written authorization for Parallel Operation.
- Step 3:** Generating Facility's Parallel Operation may commence only after receipt of written authorization from PG&E.

**Customers must not operate their Generating Facility in parallel with PG&E's Distribution System until they receive written authorization for Parallel Operation from PG&E. Unauthorized Parallel Operation could result in injury to persons and/or damage to equipment and/or property for which the Customer may be liable!**

### D. Internet Application Forms

If this Application has been completed on PG&E's website, it may be automatically submitted via that system. Copies of the required signed forms, attachments and any applicable fees described in Section B.1. b) through B.1.f) above must be mailed to the address below.

### E. Mailing Instructions and Assistance:

When this application has been completed it should be mailed, along with the required attachments and any applicable fees to:

Pacific Gas and Electric Company  
Attention: Generation Interconnection Services  
Mail Code B13M  
P.O. Box 770000  
San Francisco, California 94177

For answers to questions or for assistance completing this application, please call (415) 972-5676 or e-mail [gen@pge.com](mailto:gen@pge.com).

## Part II – Identifying the Generating Facility's Location and Responsible Parties

### A. Customer's Generating Facility Information (Where will the Generating Facility be installed?)

Name shown on PG&E service account		Electric Account Number	
Street Address			
City	State	Zip	
Mailing Address			
City	State	Zip	
Business Phone	Home Phone	Fax	Email

## Part II – Identifying the Generating Facility's Location and Responsible Parties, continued

### B. Contractor Information<sup>2</sup> (Please provide even if Contractor is not used as a PG&E contact).

Contractor		Company Name	
Mailing Address			
City	State	Zip	
Business Phone	Fax	Email	

<sup>2</sup> If you want PG&E to be able to talk to your contractor or another person about your Generating Facility and/or other confidential customer information you will need to complete the *Authorization to Receive Customer Information or Act on the Customer's Behalf* form described above in Section B. 2.(a).

- ☐ Contractor to be used as PG&E contact and authorized by Customer to receive confidential Customer information. *Authorization to Receive Customer Information or Act on Customer's Behalf* form completed by Customer and attached.

**C. Other Contact Information<sup>2</sup>** (Do not complete if the Contractor above is to be used as PG&E contact.)

Contact Person		Company Name (if applicable)	
Mailing Address			
City		State	Zip
Business Phone		Fax	Email

- ☐ Other Contact Person to be used as PG&E contact and authorized by Customer to receive confidential Customer information. *Authorization to Receive Customer Information or Act on Customer's Behalf* form completed by Customer and attached.

**Part III – Description of the Generating Facilities**

*Use additional sheets, if necessary.*

**A. Disconnect Switch**

List the disconnect switch that will be used at this Generating Facility.

Disconnect Switch Manufacturer	Disconnect Switch Model Number	Disconnect Switch Rating (amperes)

**B. Inverters interconnected with PG&E**

List all the inverters that will be interconnected to PG&E.

Inverter Number	Inverter Manufacturer	Inverter Model Number	Inverter Rating (kW) <sup>3</sup>	Inverter Output Voltage	Single or Three phase?
1					
2					

<sup>3</sup> The inverter rating equals: (the CEC efficiency for each installed inverter) TIMES (the nameplate rating, in kW, of each inverter). The CEC efficiency is obtained the CEC website at [http://www.consumerenergycenter.org/erprebate/eligible\\_inverters.html](http://www.consumerenergycenter.org/erprebate/eligible_inverters.html) as listed on the date the application is reviewed. Enter the total of all inverter ratings for multiple inverter installations in the Table above.

### C. Photovoltaic Generator Equipment

List the photovoltaic (PV) panel information requested below. If the panels are not all identical modules, list the total capacity connected to each inverter you listed above.

No.	PV Panel Manufacturer	PV Panel Model	PV Panel Rating <sup>3</sup> (kW)	Quantity of PV Panels	Total Capacity <sup>4</sup> (kW)	Inverter number from (B) above (1 or 2)
1						
2						

### D. Wind Turbine Equipment

List the wind turbine information requested below. If there is more than one wind turbine of the same type, list the total capacity connected to each inverter you listed in B) above. Write NONE if the inverter is incorporated in the wind turbine and no inverter is required.

No.	Wind Turbine Manufacturer	Wind Turbine Model	Wind Turbine Rating <sup>4</sup> (kW)	Quantity of Wind Turbines	Total Capacity <sup>4</sup> (kW)	Inverter number from (B) above (1 or 2)	Turbine Output Voltage	Single or Three Phase
1								

## Part IV – General Information

1. What applicable **Rate Schedule** have you selected for your NEM account (known as your “otherwise applicable rate schedule”)?

#### RESIDENTIAL:

- ☐ E-1 – Residential Service  
☐ E-7 – Residential Time-of-Use Service  
☐ E-9 – Experimental Residential Time-of-Use for Low Emission Vehicle Customers  
☐ Other (Which? \_\_\_\_\_)

#### SMALL COMMERCIAL

- ☐ A-1 – Small General Service  
☐ A-6 – Small General Time-of-Use Service  
☐ Other (Which? \_\_\_\_\_)

<sup>4</sup> For all generation equipment ratings, please use the nameplate rating found on the equipment or in the equipment specifications.

2. This application is for:

- ☐ A new (or proposed) NEM Generation Facility that has not previously been approved for Parallel Operation with PG&E.
- ☐ An existing Generating Facility to which generator modifications are being made.
- ☐ An existing NEM Generating Facility which has previously been approved for Parallel Operation by PG&E and for which the account has been **closed** or had a **change in the name** on the bill.

3. The Generating Facility in this Application is for:

- ☐ An existing PG&E account
- ☐ A **new** PG&E account

4. Will the account associated with this Generating Facility receive energy from an **Energy Service Provider (ESP) or Community Choice Aggregator (CCA) other than PG&E?**

- ☐ Yes **If yes**, who is the ESP or CCA? \_\_\_\_\_
- ☐ No

5. Will this account be established in a new **subdivision**?

- ☐ Yes **If yes**, who is the developer? \_\_\_\_\_
- ☐ No

6. Will a **low emission vehicle** recharging facility be included as part of the load at this location?

- ☐ Yes  
**If yes**, will the vehicle recharging facility be separately metered from the residence?
  - ☐ Yes
  - ☐ No
- ☐ No

7. Expected **date** of Final, Signed-Off Building Permit for Generating Facility?

Date: \_\_\_\_\_

8. If the Applicant has received permits to commence construction of the Generating Facility before January 1, 2003, on what date did applicant have all local and state permits to commence construction and will construction of the Generating Facility be completed on or before September 30, 2003?

Date: applicant had permits to commence construction \_\_\_\_\_

Was construction completed on or before September 30, 2003? **Yes** \_\_\_\_\_ **No** \_\_\_\_\_

9. If the applicant has a wind Generating Facility, is it greater than 50kW but not exceeding 1MW so that it will take service under Special Condition 5 of the NEM tariff for Wind Energy Co-metering?

Wind Generator is greater than 50 kW and less the 1MW in size? **Yes** \_\_\_\_\_ **No** \_\_\_\_\_





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

*Cancelling*

Revised  
Original

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

24462-E  
23050-E

PACIFIC GAS AND ELECTRIC COMPANY  
COMMUNITY CHOICE AGGREGATOR (CCA) (T)  
SERVICE AGREEMENT  
FORM NO. 79-1029 (REV 02/06) (T)  
(ATTACHED)

Advice Letter No. 2784-E  
Decision No. 04-12-041

Issued by  
**Thomas E. Bottorff**  
Senior Vice President  
Regulatory Relations

Date Filed February 14, 2006  
Effective March 16, 2006  
Resolution No. \_\_\_\_\_

102413

# **COMMUNITY CHOICE AGGREGATOR (CCA) SERVICE AGREEMENT**

This Community Choice Aggregator (CCA) Service Agreement ("Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between "\_\_\_\_\_" ("CCA"), a \_\_\_\_\_ organized and existing under the laws of the state of \_\_\_\_\_, and Pacific Gas and Electric Company "PG&E", a corporation organized and existing under the laws of the state of California. From time to time, CCA and PG&E shall be individually referred to herein as a "Party" and collectively as the "Parties."

## **Section 1: General Description of Agreement**

- 1.1 This Agreement is a legally binding contract. The Parties named in this Agreement are bound by the terms set forth herein and otherwise incorporated herein by reference. This Agreement shall govern the business relationship between the Parties hereto by which CCA shall offer electrical energy services. Each Party, by agreeing to undertake specific activities and responsibilities for or on behalf of customers, acknowledges that each Party shall relieve and discharge the other Party of the responsibility for said activities and responsibilities with respect to those customers. Except where explicitly defined herein (including Attachment A hereto) the definitions controlling this Agreement are contained in PG&E's applicable rules or in the relevant community choice aggregation tariff.
- 1.2 The form of this Agreement has been developed as part of the CPUC regulatory process to implement Assembly Bill 117, was intended to conform to CPUC directions, was filed and approved by the CPUC for use between PG&E and CCAs and may not be waived, altered, amended or modified, except as provided herein or in the applicable community choice aggregation tariff, or as may otherwise be authorized by the CPUC.
- 1.3 This Agreement incorporates by reference the applicable community choice aggregation tariff as authorized and modified from time to time by the CPUC.

## **Section 2: Representations**

- 2.1 Each Party represents that it is and shall remain in compliance with all applicable laws and tariffs, including applicable CPUC requirements.

- 2.2 Each person executing this Agreement for the respective Parties expressly represents and warrants that he or she has authority to bind the entity on whose behalf this Agreement is executed.
- 2.3 Each Party represents that (a) it has the full power and authority to execute and deliver this Agreement and to perform its terms and conditions; (b) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate or other action by such Party; and (c) this agreement constitutes such Party's legal, valid and binding obligation, enforceable against such Party in accordance with its terms.
- 2.4 Each Party shall (a) exercise all reasonable care, diligence and good faith in the performance of its duties pursuant to this Agreement; and (b) carry out its duties in accordance with applicable recognized professional standards in accordance with the requirements of this Agreement.

**Section 3: Term of Service**

The term of this Agreement shall commence on the date of execution by both Parties hereto (the "Effective Date") and shall terminate on the earlier of (a) the date CCA informs PG&E that it is no longer operating as a CCA in PG&E's service territory; (b) the earlier termination pursuant to Section 4 hereof; or (c) the effective date of a new CCA Service Agreement between the Parties hereto. Notwithstanding the Effective Date of this Agreement, the CCA acknowledges that it may only offer Community Choice Aggregation Services to customers effective on or after the CPUC-approved date for commencement of such services by CCAs, and only after it has complied with all provisions of this Agreement and PG&E's applicable tariffs.

**Section 4: Events of Default and Remedy for Default**

- 4.1 An Event of Default under this Agreement shall include either Party's material breach of any provision of this Agreement, including those incorporated by reference herein, and failure to cure such breach within thirty (30) calendar days after receipt of written notice thereof from the non-defaulting Party; or such other period as may be provided by this Agreement or PG&E's applicable community choice aggregation tariff.
- 4.2 In the event of such an Event of Default, the non-defaulting Party shall be entitled to exercise any and all remedies (a) available under PG&E's applicable community choice aggregation tariff; and/or (b) provided for by law or in equity to the extent not inconsistent with PG&E's community choice aggregation tariff. In addition, in the event of an Event of Default, this Agreement may be effectively terminated upon Commission authorization.

- 4.3 Breach by any Party hereto of any provision of PG&E's community choice aggregation tariff, including a breach occurring during Exigent Circumstances as defined in Section T.3 of such tariff, which circumstances also shall include bankruptcy of CCA, shall be governed by applicable provisions contained therein and each Party will retain all rights granted thereunder. A breach of said tariff for which no remedy is specified therein shall be governed by this Agreement as an Event of Default.

**Section 5: Billing and Payment**

PG&E will bill and the CCA agrees to pay PG&E for all services and products provided by PG&E in accordance with the terms and conditions set forth in PG&E's community choice aggregation tariff, as stated in PG&E's Electric Rule 23 and PG&E's rate schedules. Any services provided by the CCA to PG&E shall be by separate agreement between the Parties and are not a subject of this Agreement.

**Section 6: Limitation of Liability**

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorneys' fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred, except as provided for in this Section. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever, whether in contract, tort or strict liability, except in the event of an action covered by the Indemnification provisions of Section 7 of this Agreement or by the indemnification provisions in any Nondisclosure Agreement relating to the disclosure of confidential information to the CCA, in which event this Section 6 shall not be applicable.

**Section 7: Indemnification**

- 7.1 To the fullest extent permitted by law, and subject to the limitations set forth in Section 6 of this Agreement, each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party, and its current and future direct and indirect parent companies, affiliates and their shareholders, officers, directors, employees, agents, servants and assigns (collectively, the "Indemnified Party"), and at the Indemnified Party's option, the Indemnifying Party shall defend the Indemnified Party, from and against any and all claims and/or liabilities for losses, expenses, damage to property, injury to or death of any person, including, but not limited to, the Indemnified Party's employees and its affiliates' employees, subcontractors and subcontractors' employees, or any other liability incurred by the Indemnified Party, including reasonable expenses, legal and otherwise, which shall include reasonable attorneys' fees, caused wholly or in part by any negligent, grossly negligent or willful act or omission by the Indemnifying Party, its officers, directors, employees, agents or assigns arising out of this Agreement, except to the extent caused wholly or in part by any negligent, grossly negligent or willful act or omission of the Indemnified

Party.

- 7.2 If any claim covered by Section 7.1 is brought against the Indemnified Party, then the Indemnifying Party shall be entitled to participate in, and unless in the opinion of counsel for the Indemnified Party a conflict of interest between the Parties may exist with respect to such claim, assume the defense of such claim, with counsel reasonably acceptable to the Indemnified Party. If the Indemnifying Party does not assume the defense of the Indemnified Party, or if a conflict precludes the Indemnifying Party from assuming the defense, then the Indemnifying Party shall reimburse the Indemnified Party on a monthly basis for the Indemnified Party's defense through separate counsel of the Indemnified Party's choice. Even if the Indemnifying Party assumes the defense of the Indemnified Party with acceptable counsel, the Indemnified Party, at its sole option, may participate in the defense, at its own expense, with counsel of its own choice without relieving the Indemnifying Party of any of its obligations hereunder. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever, whether in contract, tort or strict liability.
- 7.3 The Indemnifying Party's obligation to indemnify under this Section 7 shall survive termination of this Agreement, and shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Indemnifying Party under any statutory scheme, including, without limitation, under any Worker's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts.

#### **Section 8: Assignment and Delegation**

- 8.1 Neither Party to this Agreement shall assign any of its rights or obligations under this Agreement, except with the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. No assignment of this Agreement shall relieve the assigning Party of any of its obligations under this Agreement until such obligations have been assumed by the assignee. When duly assigned in accordance with the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the assignee and the assignor shall be relieved of its rights and obligations. Any assignment in violation of this Section 8 shall be void.
- 8.2 Notwithstanding the provisions of this Section 8, either Party may subcontract its duties under this Agreement to a subcontractor, provided that the subcontracting Party shall remain fully responsible as a principal and not as a guarantor for performance of any subcontracted duties, shall serve as the point of contact between its subcontractor and the other Party, and shall provide the other Party with thirty (30) calendar days' prior written notice of any such subcontracting, which notice shall include such information about the subcontractor as the other Party shall reasonably require. If either Party subcontracts any of its duties hereunder, it shall cause its subcontractors to perform in a manner which is in conformity with that Party's obligations under this Agreement.

#### **Section 9: Independent Contractors**

Each Party shall perform its obligations under this Agreement (including any obligations performed by a Party's designees as permitted under Section 8 of this Agreement) as an independent contractor.

**Section 10: Entire Agreement**

This Agreement consists of, in its entirety, this Community Choice Aggregator Service Agreement and all attachments hereto, all Community Choice Aggregation Service Requests submitted pursuant to this Agreement and PG&E's community choice aggregation tariffs. This Agreement supersedes all other agreements or understandings, written or oral, between the Parties related to the subject matter hereof, with the express exception of any Nondisclosure Agreement relating to the disclosure of confidential information to the CCA. This Agreement may be modified from time to time only by an instrument in writing, signed by both Parties.

**Section 11: Nondisclosure**

11.1 Notwithstanding anything provided below, prior to receiving any PG&E confidential customer information, CCA agrees to enter into the CCA Non-Disclosure Agreement and be bound by its terms with respect to Confidential Information as defined therein.

Neither Party may disclose any Confidential Information obtained pursuant to this Agreement to any third party, including affiliates of such Party, without the express prior written consent of the other Party. As used herein, the term "Confidential Information" shall include, but not be limited to, all business, financial, and commercial information pertaining to the Parties, customers of either or both Parties, suppliers for either Party, personnel of either Party, any trade secrets, and other information of a similar nature, whether written or in intangible form that is marked proprietary or confidential with the appropriate owner's name. Confidential Information shall not include information known to either Party prior to obtaining the same from the other Party, information in the public domain, or information obtained by a Party from a third party who did not, directly or indirectly, receive the same from the other Party to this Agreement or from a party who was under an obligation of confidentiality to the other Party to this Agreement or information developed by either Party independent of any Confidential Information. The receiving Party shall use the higher of the standard of care that the receiving Party uses to preserve its own confidential information or a reasonable standard of care to prevent unauthorized use or disclosure of such Confidential Information. Each receiving Party shall, upon termination of this Agreement or at any time upon the request of the disclosing Party, promptly return or destroy all Confidential Information of the disclosing Party then in its possession.

11.2 Notwithstanding the preceding, Confidential Information may be disclosed to any governmental, judicial or regulatory authority requiring such Confidential Information pursuant to any applicable law, regulation, ruling, or order, provided that: (a) such Confidential Information is submitted under any applicable

provision, if any, for confidential treatment by such governmental, judicial or regulatory authority; and (b) prior to such disclosure, the other Party is given prompt notice of the disclosure requirement so that it may take whatever action it deems appropriate, including intervention in any proceeding and the seeking of any injunction to prohibit such disclosure.

**Section 12: Enforceability**

If any provision of this Agreement or the application thereof, is to any extent held invalid or unenforceable, the remainder of this Agreement and the application thereof, other than those provisions which have been held invalid or unenforceable, shall not be affected and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law or in equity.

**Section 13: Notices**

- 13.1 Except as otherwise provided in this Agreement, any notices under this Agreement shall be in writing and shall be effective upon delivery if delivered by (a) hand; (b) U.S. Mail, first class postage pre-paid, or (c) facsimile, with confirmation of receipt to the Parties as follows:

**If the notice is to CCA:**

Name of Entity: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Facsimile: \_\_\_\_\_

**If the notice is to PG&E:**

Contact Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Facsimile: \_\_\_\_\_

- 13.2 Each Party shall be entitled to specify as its proper address any other address in the United States upon written notice to the other Party.
- 13.3 Each Party shall designate on Attachment A the person(s) to be contacted with respect to specific operational matters relating to Community Choice Aggregation service. Each Party shall be entitled to specify any change to such person(s) upon written notice to the other Party.

**Section 14: Time of Essence**

The Parties expressly agree that time is of the essence for all portions of this Agreement.

**Section 15: Dispute Resolution**

- 15.1 The form of this Agreement has been filed with and approved by the CPUC as part of PG&E's applicable tariffs. Except as provided in Section 15.2 and 15.3, any dispute arising between the Parties relating to interpretation of the provisions of this Agreement or to the performance of PG&E's obligations hereunder shall be reduced to writing and referred to the Parties' representatives identified on Attachment A for resolution, with the responding Party filing its written response within thirty (30) business days after receiving the written position of the complaining party. Thereafter, the Parties shall be required to meet and confer within ten (10) business days in a good faith effort to resolve their dispute. Pending such resolution, the Parties shall continue to proceed diligently with the performance of their respective obligations under this Agreement, unless this Agreement has been terminated under Section 4.2. If the Parties fail to reach an agreement within ten (10) additional business days of the last session to meet and confer, the matter shall, upon demand of either Party, be submitted to resolution before the CPUC in accordance with the CPUC's rules, regulations and procedures applicable to resolution of such disputes.
- 15.2 Except as provided in Section T.3 of PG&E's applicable community choice aggregation tariff (Rule 23), any dispute arising between the Parties relating to interpretation of the provisions of this Agreement or to the performance of the CCA's obligations hereunder shall be reduced to writing and referred to the Parties' representatives identified on Attachment A for resolution, with the responding Party filing its written response within thirty (30) business days after receiving the written position of the complaining party. Thereafter, the Parties shall be required to meet



and confer within ten (10) business days in a good faith effort to resolve their dispute. Pending resolution, the Parties shall continue to proceed diligently with the performance of their respective obligations under this Agreement, unless this Agreement has been terminated under Section 4.2. If the Parties fail to reach an agreement within ten (10) additional business days of the last session to meet and confer, the matter shall, upon demand of either Party, be submitted to resolution before the CPUC in accordance with the CPUC's rules, regulations and procedures applicable to resolution of such disputes, as allowed by law or in equity, or the parties may mutually agree to pursue mediation or binding arbitration to resolve such issues.

15.3 Notwithstanding the provisions of Paragraph 15.1 and 15.2 above: (a) all disputes between the Parties relating to the payment by the CCA of any PG&E fees or charges shall be subject to the provisions of PG&E's applicable tariffs governing disputes over customer bills; (b) all disputes between the Parties regarding non-bypassable charges (including Competition Transition Charges, Cost Responsibility Surcharges, and any other nonbypassable charges adopted by the Commission) payable by community choice aggregation customers or the CCA on behalf of such customers shall be subject to the provisions of PG&E's applicable tariffs; and (c) PG&E may pursue available remedies in law or equity for unauthorized electrical use by the CCA in a court of competent jurisdiction.

15.4 If the dispute involves a request for damages, parties understand that the Commission has no authority to award damages. To resolve such issues, the parties may mutually agree to pursue mediation or binding arbitration to resolve such issues, or if no such agreement is reached, to pursue other legal or equitable remedies that are available to the parties.

#### **Section 16: Applicable Law and Venue**

This Agreement shall be interpreted, governed by and construed in accordance with the laws of the State of California, and shall exclude any choice of law rules that direct the application of the laws of another jurisdiction, irrespective of the place of execution or of the order in which the signatures of the parties are affixed or of the place or places of performance. Except for matters and disputes with respect to which the CPUC is the initial proper venue for dispute resolution pursuant to applicable law or this Agreement, the federal and state courts located in San Francisco County, California shall constitute the sole proper venue for resolution of any matter or dispute hereunder, and the Parties submit to the exclusive jurisdiction of such courts with respect to such matters and disputes.

## **Section 17: Force Majeure**

Neither Party shall be liable for any delay or failure in the performance of any part of this Agreement (other than obligations to pay money) due to any event of force majeure or other cause beyond its reasonable control, including but not limited to, unusually severe weather, flood, fire, lightning, epidemic, quarantine restriction, war, sabotage, act of a public enemy, earthquake, insurrection, riot, civil disturbance, strike, work stoppage caused by jurisdictional and similar disputes, restraint by court order or public authority, or action or non-action by or inability to obtain authorization or approval from any governmental authority, or any combination of these causes, which by the exercise of due diligence and foresight such Party could not reasonably have been expected to avoid and which by the exercise of due diligence is unable to overcome. It is agreed that upon the Party so affected giving written notice and reasonably full particulars of such force majeure to the other Party within a reasonable time after the cause relied on, then the obligations of the Party, so far as they are affected by the event of force majeure, shall be suspended during the continuation of such inability and circumstance and shall, so far as possible, be remedied with all reasonable dispatch. In the event of force majeure, as described herein, both Parties shall take all reasonable steps to comply with this Agreement and PG&E's applicable tariffs despite occurrence of a force majeure event.

## **Section 18: Unauthorized Use of Energy (Energy Theft)**

- 18.1 The CCA represents and warrants that for each of its Customers, and at all times during which it provides community choice aggregation services as a Community Choice Aggregator, the CCA shall completely, accurately, and in a timely manner account for each of its Customer's loads. Load data not accounted for in this manner may provide grounds for termination of this Agreement. For verification purposes only, PG&E shall have complete access to the load data provided to the CAISO by the CCA. Such information is to remain confidential, and shall not be disclosed to any unauthorized person other than the CPUC, the California Independent System Operator or other law enforcement or regulatory authority.
- 18.2 PG&E shall notify the CCA immediately and the CCA shall notify PG&E immediately of any suspected unauthorized energy use. The Parties agree to preserve any evidence of unauthorized energy use. Once unauthorized energy use is suspected, PG&E, in its sole discretion, may take any or all of the actions permitted under PG&E's applicable tariffs.

**Section 19: Not a Joint Venture**

Unless specifically stated in this Agreement to be otherwise, the duties, obligations, and liabilities of the Parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership or joint venture or to impose a trust or partnership duty, obligation, or liability on or with regard to either Party. Each Party shall be liable individually and severally for its own obligations under this Agreement.

**Section 20: Joint Powers Agency**

If CCA is a group of cities, counties or cities and counties participating as a group in a community choice aggregation program through a Joint Powers Agency established pursuant to California Public Utilities Code Section 366.2(c)(10)(B) and Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code, each such entity shall be jointly and severally liable to PG&E for the obligations under this Agreement.

**Section 21: Conflicts Between this Agreement and PG&E's Community Choice Aggregation Tariff**

Should a conflict exist or develop between the provisions of this Agreement and PG&E's community choice aggregation tariff, as approved by the CPUC, the provisions of PG&E's community choice aggregation tariff shall prevail.

**Section 22: Amendments or Modifications**

- 22.1 Except as provided in Section 22.2, no amendment or modification shall be made to this Agreement, in whole or in part, except by an instrument in writing executed by authorized representatives of the Parties, and no amendment or modification shall be made by course of performance, course of dealing or usage of trade.
- 22.2 This Agreement may be subject to such changes or modifications as the CPUC may from time to time direct or necessitate in the exercise of its jurisdiction, and the Parties may amend the Agreement to conform to changes directed or necessitated by the CPUC. In the event the Parties are unable to agree on the required changes or modifications to this Agreement, their dispute shall be resolved in accordance with the provisions of Section 15 hereof or, in the alternative, CCA may elect to terminate this Agreement upon written notice to PG&E, which shall be effective upon the receipt thereof. PG&E retains the right to unilaterally file with the CPUC, pursuant to the CPUC's rules and regulations, an application for a change in PG&E's rates, charges, classification, service or rules, or any agreement relating thereto.

### **Section 23: Audits**

- 23.1 PG&E shall retain such specific records as may be required to support the accuracy of meter data provided in PG&E's consolidated billings. When the CCA reasonably believes that errors related to metering or billing activity may have occurred, the CCA may request the production of such documents as may be required to verify the accuracy of such metering and consolidated billing. Such documents shall be provided within ten (10) business days of such request. In the event the CCA, upon review of such documents, continues to believe that PG&E's duty to accurately meter and provide consolidated billing for usage has been breached, the CCA may direct that an audit be conducted. The CCA shall designate their own employee representative or their contracted representative to audit PG&E's records.
- 23.2 Any such audit shall be undertaken by the CCA, or their contracted representative at reasonable times without interference with PG&E's business operations, and in compliance with the PG&E's security procedures. PG&E and the CCA agree to cooperate fully with any such audit.
- 23.3 Specific records to support the accuracy of meter data provided in the consolidated billings may require examination of billing and metering support documentation maintained by subcontractors. PG&E shall include a similar clause in its agreements with subcontractors reserving the right to designate their own employee representative, or their contracted representative to audit records related to consolidated billing to Community Choice Aggregation Customers.
- 23.4 The CCA will notify PG&E in writing of any exception taken as a result of an audit. PG&E shall refund the amount of any undisputed exception to the CCA within ten (10) days. If PG&E fails to make such payment, PG&E agrees to pay interest, accruing monthly, at a rate equal to the prime rate plus two percent (2%) of Bank of America NT&SA, San Francisco, or any successor institution, in effect from time to time, but not to exceed the maximum contract rate permitted by the applicable usury laws of the State of California. Interest will be computed from the date of written notification of exceptions to the date PG&E reimburses the CCA for any exception. The cost of such audit shall be paid by the auditing Party; provided, however, that in the event an audit verifies overcharges of five percent (5%) or more, then PG&E shall reimburse the CCA for the cost of the audit.

- 23.5 This right to audit shall extend for a period of three (3) years following the date of final payment under this Agreement. Each party and each subcontractor shall retain all necessary records and documentation for the entire length of this audit period.

**Section 24: Miscellaneous**

- 24.1 Unless otherwise stated in this Agreement: (a) any reference in this Agreement to a section, subsection, attachment or similar term refers to the provisions of this Agreement; (b) a reference to a section includes that section and all its subsections; and (c) the words "include," "includes," and "including" when used in this Agreement shall be deemed in each case to be followed by the words "without limitation." The Parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement
- 24.2 The provisions of this Agreement are for the benefit of the Parties and not for any other person or third party beneficiary. The provisions of this Agreement shall not impart rights enforceable by any person, firm or organization other than a Party or a successor or assignee of a Party to this Agreement.
- 24.3 The descriptive headings of the various sections of this Agreement have been inserted for convenience of reference only and shall in no way define, modify or restrict any of the terms and provisions thereof.
- 24.4 Any waiver at any time by either Party of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any other or subsequent default or matter and no waiver shall be considered effective unless in writing.
- 24.5 Each Party shall be responsible for paying its own attorneys' fees and other costs associated with this Agreement, except as provided in Sections 6 and 7 hereof. If a dispute exists hereunder, the prevailing Party, as determined by the CPUC, or as may otherwise be determined by the dispute resolution procedure contained in Section 15 hereof, if used, or by a court of law, shall be entitled to reasonable attorneys' fees and costs.
- 24.6 To the extent that the CPUC has a right under then-current law to audit either Party's compliance with this Agreement or other legal or regulatory requirements pertaining to Community Choice Aggregation transactions, that Party shall cooperate with such audits. Nothing in this Section shall be construed as an admission by either Party with respect to the right of the CPUC to conduct such audits or the scope thereof.

24.7 Except as otherwise provided in this Agreement, all rights of termination, cancellation or other remedies in this Agreement are cumulative. Use of any remedy shall not preclude any other remedy in this Agreement.

The Parties have executed this Agreement on the dates indicated below, to be effective upon the later date.

**On Behalf of CCA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**On Behalf of PG&E**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## ATTACHMENT A

### A. Definitions:

**Billing Services** - The consolidated billing services described in PG&E's community choice aggregation tariff which are provided by PG&E.

**Community Choice Aggregation Customer** - An end-use customer located within PG&E's service territory who purchases Community Choice Aggregation Services through the CCA.

**Community Choice Aggregator (CCA)** – An entity that provides electric supply services to Community Choice Aggregation customers within PG&E's service territory. A CCA may also provide certain energy efficiency and conservation programs to its Community Choice Aggregation customers as provided for under PG&E's tariffs.

**CCA Charges** - Charges for Community Choice Aggregation Services provided by the CCA.

**PG&E Charges** - Charges (a) for services provided by PG&E; or (b) which are energy-related and which are approved by the CPUC or the Federal Energy Regulatory Commission (including any nonbypassable charges (such as Competition Transition Charges, Cost Responsibility Surcharges, and any other nonbypassable charges adopted by a regulatory body) or Fixed Transition Amount Charges owing to PG&E or its affiliates, as those terms are defined under the California Public Utilities Code). Fixed Transition Amount Charges are also referred to as Trust Transfer Amount (TTA) Charges.

### B. Contact Persons (Section 13.3):

#### **Billing Services**

PG&E Contact: \_\_\_\_\_

CCA Contact: \_\_\_\_\_

### C. Parties' Representatives (Section 15.1):

*PG&E Representative:*

*Contact Name* \_\_\_\_\_

*Business Address* \_\_\_\_\_

\_\_\_\_\_

*CCA Representative:*

*Contact Name* \_\_\_\_\_

*Business Address* \_\_\_\_\_

\_\_\_\_\_



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

Cancelling

Revised  
Original

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

24463-E  
23062-E

PACIFIC GAS AND ELECTRIC COMPANY

COMMUNITY CHOICE AGGREGATOR  
NON-DISCLOSURE AGREEMENT  
FORM NO. 79-1031 (REV 02/06)  
(ATTACHED)

(T)

(T)

Advice Letter No. 2784-E  
Decision No. 04-12-041

Issued by  
**Thomas E. Bottorff**  
Senior Vice President  
Regulatory Relations

Date Filed February 14, 2006  
Effective March 16, 2006  
Resolution No. \_\_\_\_\_

102414



## **COMMUNITY CHOICE AGGREGATOR**

### **NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (“Agreement”) is entered into by and between Pacific Gas and Electric Company (“Utility”) and \_\_\_\_\_ [name]

\_\_\_\_\_, a \_\_\_\_\_ [describe political  
entity] \_\_\_\_\_ (“CCA”) as of \_\_\_\_\_

(“Effective Date”). This Agreement is executed pursuant to California Public Utilities Commission (“CPUC”) Order Instituted Rulemaking (“OIR”) 03-10-003, California Public Utilities Code (“PU Code”) Section 366.2 et seq., and applicable Utility tariffs (as modified hereafter from time to time). As used herein Utility and CCA may each be referred to individually as a “Party” and collectively as “Parties.”

The CPUC has determined that CCA may obtain specified confidential customer information from Utility pursuant to Tariff Schedule E-CCAINFO-Information (as modified hereafter from time to time) (“E-CCAINFO”) as a community choice aggregator, as defined by PU Code Section 331.1, solely in order to investigate, pursue or implement community choice aggregation pursuant to PU Code Section 366.2, et seq. The provisions of this Agreement and E-CCAINFO govern the disclosure of Utility’s confidential customer information to CCA (“Disclosure Provisions”).

The Parties hereby mutually agree that:

1. Subject to the terms and conditions of this Agreement, current proprietary and confidential information of Utility regarding customers of Utility (“Utility Customers”) may be disclosed to CCA from time to time in connection herewith as provided by the Disclosure Provisions and solely for the purpose of investigating, pursuing or implementing community choice aggregation pursuant to PU Code Section 366.2, et seq. as a community choice aggregator. Such disclosure is subject to the following legal continuing representations and warranties by CCA:

(a) CCA represents and warrants that, pursuant to PU Code Section 331.1,

(1) it is either (i) a city or county whose governing board has elected to combine the loads of its residents, businesses, and municipal facilities in a community wide electricity buyers program or (ii) a city or county that intends to actively investigate or pursue delivery of electric service to customers located within the geographic territory of the CCA, and

(2) that to investigate, pursue or implement community choice aggregation under PU Code Section 366.2 et seq., it requires certain Confidential Information, as defined in Section 2, below;



- (b) CCA represents and warrants that it has all necessary authority to enter into this Agreement, and that it is a binding enforceable Agreement according to its terms;
  - (c) CCA represents and warrants that the authorized representative(s) executing this Agreement is authorized to execute this Agreement on behalf of the CCA; and
  - (d) CCA confirms its understanding that the information of Utility Customers is of a highly sensitive confidential and proprietary nature, and that such information will be used as contemplated under the Disclosure Provisions solely for the purposes of investigating, pursuing or implementing Community Choice Aggregation under PU Code Section 366.2 as a community choice aggregator and that any other use of the information may permit Utility to suspend providing further information hereunder.
- 2. The confidential and proprietary information disclosed to CCA in connection herewith may include, without limitation, the following information about Utility Customers: (a) names; (b) addresses; (c) meter and other identification numbers; (d) account numbers; (e) telephone numbers; (f) electricity usage; and (g) other similar information specific to Utility Customers individually or in the aggregate (collectively, "Confidential Information"). Confidential Information shall also include specifically any copies, drafts, revisions, analyses, summaries, extracts, memoranda, reports and other materials prepared by CCA or its representatives that are derived from or based on Confidential Information disclosed by Utility, regardless of the form of media in which it is prepared, recorded or retained.
  - 3. Except for electric usage information provided to CCA pursuant to this Agreement, Confidential Information does not include information that CCA proves (a) was properly in the possession of CCA at the time of disclosure; (b) is or becomes publicly known through no fault of CCA, its employees or representatives; or (c) was independently developed by CCA, its employees or representatives without access to any Confidential Information.
  - 4. From the Effective Date, no portion of the Confidential Information may be disclosed, disseminated or appropriated by CCA, or used for any purpose other than to investigate, pursue or implement community choice aggregation under PU Code Section 366.2 et seq. as a community choice aggregator as permitted under this Agreement and the Disclosure Provisions.
  - 5. CCA shall, at all times and in perpetuity, keep the Confidential Information in the strictest confidence and shall take all reasonable measures to prevent unauthorized or improper disclosure or use of Confidential Information. Specifically, CCA shall restrict access to Confidential Information, and to materials prepared in connection therewith, to those employees or



representatives of CCA who have a “need to know” such Confidential Information in the course of their duties with respect to the CCA program and who agree to be bound by the nondisclosure and confidentiality obligations of this Agreement, provided, however, that, an Energy Service Provider, agent, or any other entity, including entities that provide both direct access (as codified in Assembly Bill No. 1890, Stats. 1996, ch. 854) and community choice aggregation services shall limit their utilization of the information provided to the purposes for which it has been provided and shall not utilize such information, directly or indirectly, in providing other services, including but not limited to Direct Access services, in order to effectuate the obligations of this Agreement. Prior to disclosing any Confidential Information to its employees or representatives, CCA shall require such employees or representatives to whom Confidential Information is to be disclosed to review this Agreement and to agree in writing to be bound by the terms of this Agreement by signing the “Non-Disclosure Agreement for CCA Employees or Representatives” form attached as Exhibit A hereto. CCA shall provide Utility with copies of the signed Exhibit A forms at Utility request. CCA shall also provide Utility with a list of the names, titles, and addresses for all persons or entities to which Confidential Information is disclosed in connection herewith (“Disclosure List”). This Disclosure List shall be updated by CCA on a regular basis, and will be provided to Utility once each quarter at a minimum.

6. CCA shall be liable for the actions of, or any disclosure or use by, its employees or representatives contrary to this Agreement; however, such liability shall not limit or prevent any actions by Utility directly against such employees or representatives for improper disclosure and/or use. In no event shall CCA or its employees or representatives take any actions related to Confidential Information that are inconsistent with holding Confidential Information in strict confidence. CCA shall immediately notify Utility in writing if it becomes aware of the possibility of any misuse or misappropriation of the Confidential Information by CCA or any of its employees or representatives. However, nothing in this Agreement shall obligate the Utility to monitor or enforce the CCA’s compliance with the terms of this Agreement.
7. CCA acknowledges that disclosure or misappropriation of any Confidential Information could cause irreparable harm to Utility and/or Utility Customers, the amount of which may be difficult to assess. Accordingly, CCA hereby confirms that the Utility shall be entitled to apply to a court of competent jurisdiction or the CPUC for an injunction, specific performance or such other relief (without posting bond) as may be appropriate in the event of improper disclosure or misuse of its Confidential Information by CCA or its employees or representatives. Such right shall, however, be construed to be in addition to any other remedies available to the Utility, in law or equity.

8. In addition to all other remedies, CCA shall indemnify and hold harmless Utility, its affiliates, subsidiaries, parent company, officers, employees, or agents from and against claims, actions, suits, liabilities, damages, losses, expenses and costs (including reasonable attorneys' fees, costs and disbursements) attributable to actions or non-actions of CCA and/or its employees and/or its representatives in connection with the use or disclosure of Confidential Information.
9. If, at any time, CCA ceases its investigation, pursuit or implementation of community choice aggregation pursuant to PU Code Section 366.2 et seq., CCA shall promptly return or destroy (with written notice to Utility itemizing the materials destroyed) all Confidential Information then in its possession at the request of Utility. Notwithstanding the foregoing, the nondisclosure obligations of this Agreement shall survive any termination of this Agreement.
10. This Agreement shall be binding on and inure to the benefit of the successors and permitted assigns of the Parties hereto. This Agreement shall not be assigned, however, without the prior written consent of the non-assigning Party, which consent may be withheld due to the confidential nature of the information, data and materials covered.
11. This Agreement sets forth the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior discussions, negotiations, understandings, communications, correspondence and representations, whether oral or written. This Agreement shall not be amended, modified or waived except by an instrument in writing, signed by both Parties, and, specifically, shall not be modified or waived by course of performance, course of dealing or usage of trade. Any waiver of a right under this Agreement shall be in writing, but no such writing shall be deemed a subsequent waiver of that right, or any other right or remedy.
12. This Agreement shall be interpreted and enforced in accordance with the laws of the State of California, without reference to its principles on conflicts of laws.
13. This Agreement shall, at all times, be subject to such changes or modifications by the CPUC as it may from time to time direct in the exercise of its jurisdiction.



**IN WITNESS WHEREOF**, the authorized representatives of the Parties have executed this Agreement as of the Effective Date.

**PACIFIC GAS AND ELECTRIC COMPANY**

BY: \_\_\_\_\_

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

**CCA NAME** \_\_\_\_\_

BY: \_\_\_\_\_

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

**EXHIBIT A  
NON-DISCLOSURE AGREEMENT  
FOR CCA EMPLOYEES OR REPRESENTATIVES**

I, \_\_\_\_\_, declare under penalty of perjury that

(1) I am employed as \_\_\_\_\_(title) at \_\_\_\_\_  
\_\_\_\_\_(employer and address); and

(2) I have personally reviewed the attached **COMMUNITY CHOICE AGGREGATOR  
NON-DISCLOSURE AGREEMENT** relating to disclosure and use of Confidential  
Information (as defined therein) and I agree to be bound by its provisions.

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Dated: \_\_\_\_\_



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