



December 19, 2007

Advice 3182-E

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

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

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

Background

Customers installing larger photovoltaic systems under the California Solar Initiative (CSI) program receive incentive payments based on the output of their systems. As a condition for receiving these Performance Based Incentive (PBI) payments, participants are required to install, at their expense, a performance meter, also known as net generation output metering (NGOM), and to enter into a contract to receive performance data for a period of five years. Performance data obtained from this NGOM is used to calculate the monthly PBI payments for the five-year term of the incentive program. At the end of the five-year PBI term, customers may elect to retain the NGOM for the purpose of monitoring the performance of their solar generating system.

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

Features

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

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

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 **January 8, 2008**, which is 20 days after the date of this filing. Protests should be mailed to:

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

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

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

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

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

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

Effective Date

PG&E requests that this advice filing become effective **January 28, 2008**, which is 30 days after the date of this filing.

Notice

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically and via U.S. mail to parties shown on the attached list and the parties on the service list for R.006-03-004. Address changes to the General Order 96-B service list should be directed to Rose de la Torre at (415) 973-4716. Send all electronic approvals to PGETariffs@pge.com. 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. Cheyette".

Vice President, Regulatory Relations

Attachments

cc: Service List R.06-03-004

CALIFORNIA PUBLIC UTILITIES COMMISSION

ADVICE LETTER FILING SUMMARY ENERGY UTILITY

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

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

Utility type:

☒ ELC

☒ GAS

☐ PLC

☐ HEAT

☐ WATER

Contact Person: Megan Hughes

Phone #: (415) 973-1877

E-mail: mehr@pge.com

EXPLANATION OF UTILITY TYPE

ELC = Electric

GAS = Gas

PLC = Pipeline

HEAT = Heat

WATER = Water

(Date Filed/ Received Stamp by CPUC)

Advice Letter (AL) #: 3182-E

Tier: 2

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

Keywords (choose from CPUC listing): Compliance Filing, Preliminary Statement

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

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

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

Summarize differences between the AL and the prior withdrawn or rejected AL¹: _____

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

Confidential information will be made available to those who have executed a nondisclosure agreement: ☐ Yes
☐ No

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

Resolution Required? ☐ Yes ☒ No

Requested effective date: January 18, 2008

No. of tariff sheets: 3

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

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

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

Tariff schedules affected: New Form 79-1100

Service affected and changes proposed¹: N/A

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

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

CPUC, Energy Division

Tariff Files, Room 4005

DMS Branch

505 Van Ness Ave.,

San Francisco, CA 94102

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

Pacific Gas and Electric Company

Attn: Brian K. Cherry

Vice President, Regulatory Relations

77 Beale Street, Mail Code B10C

P.O. Box 770000

San Francisco, CA 94177

E-mail: PGETariffs@pge.com

**ATTACHMENT 1
Advice 3182-E**

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
26853-E	Sample Form 79-1100--Electric Rule 21 Agreement to Install Applicant Requested NGOM Special Facilities for Solar Performance Metering	New
26854-E	Table of Contents -- Sample Forms	26541-E
26855-E	Table of Contents -- Title Page	26516-E



Pacific Gas and Electric Company
San Francisco, California

Original

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

26853-E

PACIFIC GAS AND ELECTRIC COMPANY
AGREEMENT TO INSTALL APPLICANT REQUESTED NGOM SPECIAL FACILITIES
FOR SOLAR PERFORMANCE METERING
FORM NO. 79-1100 (12/07)
(ATTACHED)

(N)
I
I
(N)

Advice Letter No. 3182-E
Decision No.

107660

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed December 19, 2007
Effective _____
Resolution No. _____



Pacific Gas and Electric Company

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

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

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

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

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

SERVICE ADDRESS:

DESCRIPTION OF FACILITIES (Special Facilities):

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

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

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

Special Facilities to Install NGOM

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

Equivalent One-Time Payments

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

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

APPLICANT

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

PACIFIC GAS AND ELECTRIC COMPANY

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

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(N)

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

ABAG Power Pool
Accent Energy
Aglet Consumer Alliance
Agnews Developmental Center
Ahmed, Ali
Alcantar & Kahl
Ancillary Services Coalition
Anderson Donovan & Poole P.C.
Applied Power Technologies
APS Energy Services Co Inc
Arter & Hadden LLP
Avista Corp
Barkovich & Yap, Inc.
BART
Bartle Wells Associates
Blue Ridge Gas
Bohannon Development Co
BP Energy Company
Braun & Associates
C & H Sugar Co.
CA Bldg Industry Association
CA Cotton Ginners & Growers Assoc.
CA League of Food Processors
CA Water Service Group
California Energy Commission
California Farm Bureau Federation
California Gas Acquisition Svcs
California ISO
Calpine
Calpine Corp
Calpine Gilroy Cogen
Cambridge Energy Research Assoc
Cameron McKenna
Cardinal Cogen
Cellnet Data Systems
Chevron Texaco
Chevron USA Production Co.
City of Glendale
City of Healdsburg
City of Palo Alto
City of Redding
CLECA Law Office
Commerce Energy
Constellation New Energy
CPUC
Cross Border Inc
Crossborder Inc
CSC Energy Services
Davis, Wright, Tremaine LLP
Defense Fuel Support Center
Department of the Army
Department of Water & Power City
DGS Natural Gas Services

Douglass & Liddell
Downey, Brand, Seymour & Rohwer
Duke Energy
Duke Energy North America
Duncan, Virgil E.
Dutcher, John
Dynergy Inc.
Ellison Schneider
Energy Law Group LLP
Energy Management Services, LLC
Exelon Energy Ohio, Inc
Exeter Associates
Foster Farms
Foster, Wheeler, Martinez
Franciscan Mobilehome
Future Resources Associates, Inc
G. A. Krause & Assoc
Gas Transmission Northwest Corporation
GLJ Energy Publications
Goodin, MacBride, Squeri, Schlotz &
Hanna & Morton
Heeg, Peggy A.
Hitachi Global Storage Technologies
Hogan Manufacturing, Inc
House, Lon
Imperial Irrigation District
Integrated Utility Consulting Group
International Power Technology
Interstate Gas Services, Inc.
IUCG/Sunshine Design LLC
J. R. Wood, Inc
JTM, Inc
Luce, Forward, Hamilton & Scripps
Manatt, Phelps & Phillips
Marcus, David
Matthew V. Brady & Associates
Maynor, Donald H.
MBMC, Inc.
McKenzie & Assoc
McKenzie & Associates
Meek, Daniel W.
Mirant California, LLC
Modesto Irrigation Dist
Morrison & Foerster
Morse Richard Weisenmiller & Assoc.
Navigant Consulting
New United Motor Mfg, Inc
Norris & Wong Associates
North Coast Solar Resources
Northern California Power Agency
Office of Energy Assessments
OnGrid Solar
Palo Alto Muni Utilities

PG&E National Energy Group
Pinnacle CNG Company
PITCO
Plurimi, Inc.
PPL EnergyPlus, LLC
Praxair, Inc.
Price, Roy
Product Development Dept
R. M. Hairston & Company
R. W. Beck & Associates
Recon Research
Regional Cogeneration Service
RMC Lonestar
Sacramento Municipal Utility District
SCD Energy Solutions
Seattle City Light
Sempra
Sempra Energy
Sequoia Union HS Dist
SESCO
Sierra Pacific Power Company
Silicon Valley Power
Smurfit Stone Container Corp
Southern California Edison
SPURR
St. Paul Assoc
Sutherland, Asbill & Brennan
Tabors Caramanis & Associates
Tecogen, Inc
TFS Energy
Transcanada
Turlock Irrigation District
U S Borax, Inc
United Cogen Inc.
URM Groups
Utility Resource Network
Wellhead Electric Company
White & Case
WMA