

## PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE  
SAN FRANCISCO, CA 94102-3298



**REVISED**

October 18, 2013

**Advice Letter 4270-E and 4270-E-A**

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

**Subject: Clean-Up of Electric Tariffs to Remove Obsolete References to Energy Service Provider and Community Choice Provider**

Dear Mr. Cherry:

Advice Letter 4270-E is effective August 29, 2013. Supplemental Advice Letter 4270-E-A remains effective September 23, 2013, as per the disposition letter Energy Division sent on October 16, 2013.

Sincerely,

A handwritten signature in black ink, appearing to read "Ed Randolph".

Edward F. Randolph, Director  
Energy Division

Cc: ED Tariff Unit, Shirley Wong (PG&E), PGETariffs@pge.com



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

Pacific Gas and Electric Company  
77 Beale St., Mail Code B10C  
P.O. Box 770000  
San Francisco, CA 94177

Fax: 415.973.7226

August 29, 2013

**Advice 4270-E**

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

**Subject: Clean-Up of Electric Tariffs to Remove Obsolete References to Energy Service Provider and Community Choice Provider**

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

**Purpose**

The purpose of this advice letter is to propose revisions to various tariffs in PG&E's tariff book to remove obsolete references to "Energy Service Provider" and "Community Choice Provider" and replace them with "Electric Service Provider" and "Community Choice Aggregator" respectively. This advice filing does not change rates or expand or restrict service to any customer.

**Tariff Revisions**

A matrix describing all tariff revisions is included as Attachment 2 to this advice letter.

**Protests**

Anyone wishing to protest this filing may do so by letter sent via U.S. mail, facsimile or E-mail, no later than September 18, 2013, which is 20 days from the date of this filing. Protests should be submitted to:

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

Facsimile: (415) 703-2200  
E-mail: EDTariffUnit@cpuc.ca.gov

Copies 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 E-mail or U.S. Mail (and by facsimile, 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

Any person (including individuals, groups, or organizations) may protest or respond to an advice letter (General Order 96-B, Section 7.4). The protest shall contain the following information: specification of the advice letter protested; grounds for the protest; supporting factual information or legal argument; name, telephone number, postal address, and (where appropriate) e-mail address of the protestant; and statement that the protest was sent to the utility no later than the day on which the protest was submitted to the reviewing Industry Division (General Order 96-B, Section 3.11).

### **Effective Date**

PG&E requests that this Tier 1 advice filing become effective upon date of 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 service list for Rulemaking ("R.") 07-05-025. Address changes to the General Order 96-B service list should be directed to PG&E at email address PGETariffs@pge.com. For changes to any other service list, please contact the Commission's Process Office at (415) 703-2021 or at [Process\\_Office@cpuc.ca.gov](mailto:Process_Office@cpuc.ca.gov). 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 cursive script that reads "Brian Cherry /sw".

Vice President, Regulatory Relations

Attachments

Cc: Service List R.07-05-025

# 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 E)**

Utility type:

ELC       GAS  
 PLC       HEAT       WATER

Contact Person: **Shirley Wong**

Phone #: **(415) 972-5505**

E-mail: **slwb@pge.com and PGETariffs@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) #: **4270-E**

Tier: **1**

Subject of AL: **Clean-Up of Electric Tariffs to Remove Obsolete References to Energy Service Provider and Community Choice Provider**

Keywords (choose from CPUC listing): **Forms, Rules, Text Change**

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 AL:

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

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

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

Resolution Required?  Yes  No

Requested effective date: **August 29, 2013**

No. of tariff sheets: **38**

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: **Please see Attachment 1.**

Service affected and changes proposed: **Please see Attachment 2.**

Pending advice letters that revise the same tariff sheets: **AL 4263-E**

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  
ED Tariff Unit  
505 Van Ness Ave., 4<sup>th</sup> Floor  
San Francisco, CA 94102  
EDTariffUnit@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 4270-E**

<b>Cal P.U.C. Sheet No.</b>	<b>Title of Sheet</b>	<b>Cancelling Cal P.U.C. Sheet No.</b>
32784-E	ELECTRIC SCHEDULE E-BIP BASE INTERRUPTIBLE PROGRAM Sheet 3	31526-E
32785-E	ELECTRIC SCHEDULE E-CBP CAPACITY BIDDING PROGRAM Sheet 9	32467-E
32786-E	ELECTRIC SCHEDULE E-CCAINFO INFORMATION RELEASE TO COMMUNITY CHOICE AGGREGATORS Sheet 1	31430-E
32787-E	ELECTRIC SCHEDULE E-CCAINFO INFORMATION RELEASE TO COMMUNITY CHOICE AGGREGATORS Sheet 2	30744-E
32788-E	ELECTRIC SCHEDULE E-CCAINFO INFORMATION RELEASE TO COMMUNITY CHOICE AGGREGATORS Sheet 3	31431-E
32789-E	ELECTRIC SCHEDULE E-CCAINFO INFORMATION RELEASE TO COMMUNITY CHOICE AGGREGATORS Sheet 4	25521-E
32790-E	ELECTRIC SCHEDULE E-CREDIT REVENUE CYCLE SERVICES CREDITS Sheet 1	31448-E
32791-E	ELECTRIC SCHEDULE E-DASR DIRECT ACCESS SERVICES REQUEST FEES Sheet 1	14847-E
32792-E	ELECTRIC SCHEDULE E-DBP DEMAND BIDDING PROGRAM Sheet 2	32472-E
32793-E	ELECTRIC SCHEDULE E-DBP DEMAND BIDDING PROGRAM Sheet 7	32477-E

**ATTACHMENT 1  
Advice 4270-E**

<b>Cal P.U.C. Sheet No.</b>	<b>Title of Sheet</b>	<b>Cancelling Cal P.U.C. Sheet No.</b>
32794-E	ELECTRIC SCHEDULE E-DBP DEMAND BIDDING PROGRAM Sheet 10	32480-E
32795-E	ELECTRIC SCHEDULE E-ESP SERVICES TO ELECTRIC SERVICE PROVIDERS Sheet 1	32696-E
32796-E	ELECTRIC SCHEDULE E-ESP SERVICES TO ELECTRIC SERVICE PROVIDERS Sheet 2	32697-E
32797-E	ELECTRIC SCHEDULE E-ESP SERVICES TO ELECTRIC SERVICE PROVIDERS Sheet 3	32698-E
32798-E	ELECTRIC SCHEDULE E-ESP SERVICES TO ELECTRIC SERVICE PROVIDERS Sheet 4	32699-E
32799-E	ELECTRIC SCHEDULE E-ESP SERVICES TO ELECTRIC SERVICE PROVIDERS Sheet 5	32700-E
32800-E	ELECTRIC SCHEDULE E-ESPNSF ELECTRIC SERVICE PROVIDER NON- DISCRETIONARY SERVICE FEES Sheet 1	30394-E
32801-E	ELECTRIC SCHEDULE E-ESPNSF ELECTRIC SERVICE PROVIDER NON- DISCRETIONARY SERVICE FEES Sheet 2	30395-E
32802-E	ELECTRIC SCHEDULE E-LRAO LOCAL RESOURCE ADEQUACY OBLIGATIONS DURING DIRECT ACCESS REOPENING Sheet 1	29619-E
32803-E	ELECTRIC SCHEDULE NEM NET ENERGY METERING SERVICE Sheet 1	32067-E
32804-E	ELECTRIC SCHEDULE NEM NET ENERGY METERING SERVICE Sheet 10	30780-E

**ATTACHMENT 1  
Advice 4270-E**

<b>Cal P.U.C. Sheet No.</b>	<b>Title of Sheet</b>	<b>Cancelling Cal P.U.C. Sheet No.</b>
32805-E	ELECTRIC SCHEDULE NEMFC NET ENERGY METERING SERVICE FOR FUEL CELL CUSTOMER-GENERATORS Sheet 1	32440-E
32806-E	ELECTRIC SCHEDULE NEMV VIRTUAL NET METERING FOR A MULTI- TENANT OR MULTI-METER PROPERTY SERVED AT THE SAME SERVICE DELIVERY POINT Sheet 5	31550-E
32807-E	ELECTRIC SCHEDULE NEMV VIRTUAL NET METERING FOR A MULTI- TENANT OR MULTI-METER PROPERTY SERVED AT THE SAME SERVICE DELIVERY POINT Sheet 18	31563-E
32808-E	ELECTRIC SCHEDULE NEMVMASH VIRTUAL NET ENERGY METERING FOR MULTIFAMILY AFFORDABLE HOUSING (MASH/NSHP) WITH SOLAR GENERATOR(S) Sheet 2	32070-E
32809-E	ELECTRIC RULE NO. 22 DIRECT ACCESS Sheet 14	32759-E
32810-E	ELECTRIC RULE NO. 23 COMMUNITY CHOICE AGGREGATION SERVICE Sheet 3	25529-E*
32811-E	ELECTRIC RULE NO. 23 COMMUNITY CHOICE AGGREGATION SERVICE Sheet 46	30959-E
32812-E	Electric Sample Form No. 79-948 Electric Service Provider (ESP) Service Agreement	28262-E

**ATTACHMENT 1  
Advice 4270-E**

<b>Cal P.U.C. Sheet No.</b>	<b>Title of Sheet</b>	<b>Cancelling Cal P.U.C. Sheet No.</b>
32813-E	ELECTRIC SAMPLE FORM NO. 79-974 GENERATING FACILITY INTERCONNECTION APPLICATION FOR NON-EXPORT OR CERTAIN NET ENERGY METERED GENERATING FACILITIES (BETWEEN 30 KW AND 1,000 KW)	32723-E
32814-E	Sample Electric Form No. 79-1117 Six Month Notice to Transfer to Direct Access Service Sheet 1	32147-E
32815-E	ELECTRIC TABLE OF CONTENTS Sheet 1	32779-E
32816-E	ELECTRIC TABLE OF CONTENTS RATE SCHEDULES Sheet 6	32640-E
32817-E	ELECTRIC TABLE OF CONTENTS RATE SCHEDULES Sheet 8	32705-E
32818-E	ELECTRIC TABLE OF CONTENTS RATE SCHEDULES Sheet 9	32483-E*
32819-E	ELECTRIC TABLE OF CONTENTS RULES Sheet 21	32761-E
32820-E	ELECTRIC TABLE OF CONTENTS SAMPLE FORMS Sheet 25	32726-E
32821-E	ELECTRIC TABLE OF CONTENTS SAMPLE FORMS Sheet 26	32533-E



**ELECTRIC SCHEDULE E-BIP  
 BASE INTERRUPTIBLE PROGRAM**

Sheet 3

**METERING  
 EQUIPMENT:**

Each Service Agreement (SA) must have an interval meter capable of recording usage in 15-minute intervals installed that can be read remotely by PG&E. A Meter Data Management Agent (MDMA) may also read the customer's meter on behalf of the customer's Electric Service Provider (ESP), if a customer is receiving DA Service. Metering equipment (including telephone line, cellular, or radio control communication device) must be in operation for at least 10 days prior to participating in the program. If required, PG&E will provide and install the metering equipment at no cost to the bundled service or CCA Service customer. The installation of an interval data meter for customers taking service under the provisions of DA is the responsibility of the customer's ESP, or Agent, and must be installed in accordance with Electric Rule 22.

(T)

(T)

Customers receiving an interval meter at no charge from PG&E through this program will be able to continue to use it at no additional cost even after the Program is terminated, provided that the customer remained in the Program continuously for a minimum period of one year. A customer who receives an interval meter through this Program but later elects to leave the Program prior to the one-year anniversary date, or is terminated for cause, will reimburse PG&E for all expenses associated with the installation and maintenance of the meter. Such charges will be collected as a one-time payment pursuant to Electric Rule 2, Section I.

Direct Access Service Customers – If PG&E is the MDMA on behalf of the customer's ESP, no additional fees will be required from the DA service customer. On the other hand, if the DA service customer uses a third-party MDMA, the customer will be responsible for any and all costs associated with providing the interval data into the PG&E system on a daily basis. This includes any additional metering or communication devices that may need to be installed and any additional fees assessed by the customer's ESP. Prior to customer's participation in the program, the customer must be able to successfully transfer meter data within PG&E's specification on a daily basis for a period of no less than 10 days to establish its baseline.

**DEMAND  
 RESPONSE  
 OPERATIONS  
 WEBSITE:**

PG&E's demand response operations website, located at <http://inter-act.pge.com>, will be used to communicate all E-BIP events to the customer.

The customer's actual energy usage is available at PG&E's demand response operations website. This data may not match billing quality data, and the customer understands and agrees that the data posted to PG&E's demand response operations website will be treated as final and that all incentive payment calculations will be based on this data.

**NOTIFICATION  
 EQUIPMENT:**

Directly-enrolled customers and aggregators, at their expense, must have access to the Internet and an e-mail address to receive notification via the Internet. In addition, they must have, at their expense, a cellular telephone that is capable of receiving a text message sent via the Internet. Participation in the Program cannot begin until all of these requirements have been satisfied.

In the event of a Program curtailment operation, customers will be notified using one or more of the above-mentioned systems. Receipt of such notice is the responsibility of the participating customer. PG&E does not guarantee the reliability of the e-mail system or Internet site by which the customer receives notification.

(Continued)



**ELECTRIC SCHEDULE E-CBP  
 CAPACITY BIDDING PROGRAM**

Sheet 9

**METERING AND  
 COMMUNI-  
 CATIONS  
 EQUIPMENT:**

Each customer must have an approved interval meter or and approved meter communications equipment installed and operating prior to participating on this program in order to establish a valid CSEB. See Baseline section for additional details.

An approved interval meter is capable of recording usage in 15-minute intervals and being read remotely by PG&E. If the customer is receiving DA service, then a Meter Data Management Agent (MDMA) may also read the customer's meter on behalf of the customer's ESP.

The following options are available if a customer's SA does not already have an approved interval meter or SmartMeter:

- 1) For Bundled Service and CCA service SAs with a maximum demand of 200 kW or greater for three consecutive months in the past 12 billing months, PG&E will provide and install the metering and communication equipment at no cost to the customer.
- 2) For Bundled Service and CCA Service SAs whose maximum billed demand has not exceeded the level specified in item 1 above, the customer can elect one of the following:
  - a. Pay the cost to have PG&E install a non-SmartMeter at the customer's expense pursuant to Electric Rule 2, Special Facilities, or
  - b. Wait until a PG&E SmartMeter is installed and remote-read enabled.
- 3) For Direct Access SAs where PG&E is the MDMA, no incremental fees are required. Metering services shall be provided pursuant to Electric Rule 22.
- 4) For Direct Access SAs where PG&E is not the MDMA, then the customer will be responsible for any and all costs associated with providing PG&E acceptable interval data on a daily basis, including any additional metering, communication equipment, and fees assessed by the customer's Electric Service Provider (ESP). (T)  
 Metering services shall be provided pursuant to Electric Rule 22.

PG&E is not required to install an interval meter and communication equipment or SmartMeter to provide remote read capability if the installation is impractical or not economically feasible.

Prior to customer's participation in the program, the customer must be able to successfully transfer meter data according to PG&E's specification on a daily basis for a period of no less than ten (10) calendar days.

All measurements for the CSEB and performance will be determined using the customer's electric revenue interval meter without loss factor adjustments.

(Continued)



**ELECTRIC SCHEDULE E-CCAINFO**  
 INFORMATION RELEASE TO COMMUNITY CHOICE AGGREGATORS

Sheet 1  
 (T)

**APPLICABILITY:** This schedule applies to: 1) Community Choice Aggregators (CCAs) who participate in Community Choice Aggregation Service (CCA Service), as defined in electric Rules 1 and 23; 2) communities who wish to explore CCA program implementation, and 3) eligible entities under California Public Utilities Code Section 331.1 that are considering CCA service.

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

**RATES:** 1. Aggregate monthly usage (kWh) by rate schedule  
 ..... No charge for the first request

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.

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.)

- 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
- 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

(Continued)



**ELECTRIC SCHEDULE E-CCAINFO** Sheet 2  
**INFORMATION RELEASE TO COMMUNITY CHOICE AGGREGATORS** (T)

RATES:  
 (Cont'd.)

- 10. Mapping of customer rate schedule to rate class ..... No charge
- 11. Estimated annual generation revenues by CCA territory  
 Per request ..... \$207.00
- 12. Estimation of peak coincident and non-coincident demands  
 ..... Items 1 and 3 provided to customer
- 13. Fitting CCA annual usage to climate band load shapes; estimation of  
 peak coincident and non-coincident demands  
 Per request ..... \$696.00
- 14. Total annual kWh loads of bundled and direct access customers on  
 a monthly basis and secondly on a rate schedule basis within the  
 CCA's territory  
 Per request ..... \$920.00
- 15. Aggregated residential annual kWh usage for a particular year in a  
 format by tier for each rate schedule  
  
 For the TOU rates, provide further separation by summer/winter  
 peak, partial peak, and off peak periods and summer/winter period  
 Per request ..... \$920.00
- 16. Customer-specific information from the current billing periods as well  
 as prior 12 months consisting of the following billing information:  
 meter number, service agreement number, name on agreement,  
 service address with zip code, mailing address with zip code,  
 telephone number, monthly kWh usage, monthly maximum demand  
 where available, Baseline Zone, CARE participation, End Use Code  
 (Heat Source), Service Voltage, Medical Baseline, Meter Cycle, Bill  
 Cycle, Balanced Payment Plan and other plans, HP Load and  
 Number of Units, monthly rate schedule for all accounts within the  
 CCA's territory, per request. In addition, PG&E will provide the CCA  
 the following additional information regarding customers currently  
 enrolled in its CCA service: current and historical billing information  
 for non CCA services provided by PG&E or other service  
 providers(provided on a cd rom/zipped file)  
 Per request ..... \$920.00
- 17. Customer-specific information consisting of: service agreement  
 number, monthly interval meter data where available, and rate  
 schedule for all accounts within the CCA's territory, per request  
 (provided on a cd rom/zipped file)  
 Per request ..... \$920.00

(Continued)

Advice Letter No: 4270-E  
 Decision No.

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

Date Filed August 29, 2013  
 Effective August 29, 2013  
 Resolution No. \_\_\_\_\_



**ELECTRIC SCHEDULE E-CCAINFO**  
**INFORMATION RELEASE TO COMMUNITY CHOICE AGGREGATORS**

Sheet 3  
 (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.
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.
3. Aggregated information provided will include Direct Access service agreements (accounts).
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:
  - a. Signed Non-Disclosure Agreement.
  - b. Executed an Attestation stating that the city, county or other eligible agency is investigating, pursuing or implementing CCA, and
  - c. Any registration or other requirements as imposed by the CPUC.

(Continued)



**ELECTRIC SCHEDULE E-CCAINFO**  
 INFORMATION RELEASE TO COMMUNITY CHOICE AGGREGATORS

Sheet 4  
 (T)

SPECIAL  
 CONDITIONS:  
 (Cont'd.)

5. Definitions:
- 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.
  - 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 and E-20.
  - d. Service Agreement – Defined as the customer's service identification number linking the customer's rate schedule with the meter.



**ELECTRIC SCHEDULE E-CREDIT  
 REVENUE CYCLE SERVICES CREDITS**

Sheet 1

APPLICABILITY: This schedule applies to Customers that receive certain services from electric service provider (ESP). Customers for whom PG&E provides consolidated billing or dual billing will receive checks quarterly from PG&E equal to the sum of the credits, beginning in January 1999. For customers whose ESP provides consolidated billing, PG&E will send to the ESP a check equal to the sum of the credits monthly. No later than January 1, 2000, PG&E will apply the credits directly to customer bills. (T)  
 (T)

TERRITORY: The entire PG&E service territory.

CREDITS: 1. METER OWNERSHIP CREDITS

If an ESP owns a Direct Access Customer's meter or a Customer owns its own meter, one of the following credits will apply, respective of the PG&E rate schedule on which the Customer is served.

<u>Rate Schedule</u>	<u>Per Meter Per Day</u>
E-1/EL-1 .....	\$0.00296
EM/EML .....	\$0.00296
ES/ESL .....	\$0.00296
ESR/ESRL .....	\$0.00296
ET/ETL .....	\$0.02004
E-6/EL-6 .....	\$0.01873
E-7/EL-7 .....	\$0.01873
E-8/EL-8 .....	\$0.00296
E-9 .....	\$0.01873
A-1 Singlephase .....	\$0.00296
A-1 Polyphase .....	\$0.02004
A-6 Singlephase .....	\$0.01873
A-6 Polyphase .....	\$0.04370
A-10, all voltages .....	\$0.04665
A-15 .....	\$0.00296
E-19V Secondary .....	\$0.04665
E-19V Primary .....	\$0.04665
E-19V Transmission .....	\$0.04665
E-19 Secondary .....	\$0.04665
E-19 Primary .....	\$0.04665
E-19 Transmission .....	\$0.04665
E-19 Nonfirm Secondary .....	\$0.15014
E-19 Nonfirm Primary .....	\$0.15014
E-19 Nonfirm Transmission .....	\$0.15014
E-20 Secondary .....	\$0.04665
E-20 Primary .....	\$0.04665
E-20 Transmission .....	\$0.04665
E-20 Nonfirm Secondary .....	\$0.15014
E-20 Nonfirm Primary .....	\$0.15014
E-20 Nonfirm Transmission .....	\$0.15014

(Continued)



**ELECTRIC SCHEDULE E-DASR**  
**DIRECT ACCESS SERVICES REQUEST FEES**

Sheet 1

**APPLICABILITY:** This schedule applies to Electric Service Providers (ESPs) who provide direct access service to Customers, as defined in electric Rule 1 and Rule 22. (T)

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

**RATES:** 1. DIRECT ACCESS SERVICE REQUEST (DASR) CHARGES:

a. Switching

An ESP submitting a DASR as required by the ESP Service Agreement will be charged per account per DASR submittal. This charge applies to all accepted DASRs for switches from bundled service to DA, switches between ESPs, switches in metering agents, and switches in billing agents. This fee does not apply to rejected DASR's.

DASR Charge, per account per DASR submittal ..... no fee

b. Billing Set-Up

- 1) Consolidated PG&E Billing Set Up ..... refer to Schedule E-ESP
- 2) Consolidated ESP Billing Set Up ..... refer to Schedule E-ESP
- 3) Separate Billing Set Up ..... no fee

c. Billing Option Switches

- 1) Consolidated ESP to Consolidated PG&E Billing
- 2) Consolidated PG&E to Consolidated ESP Billing
- 3) Separate Billing to Consolidated ESP Billing
- 4) Separate Billing to Consolidated PG&E Billing
- 5) Consolidated ESP to Separate Billing
- 6) Consolidated PG&E to Separate Billing

per account per accepted DASR submittal ..... no fee

2. CONSUMPTION DATA

If PG&E provides historical Service Account-specific consumption data pursuant to Rule 22, the following charges shall apply:

per account per request .....free up to two (2) times per year,  
 .....\$40 per request per service account thereafter.



**ELECTRIC SCHEDULE E-DBP  
 DEMAND BIDDING PROGRAM**

Sheet 2

**METERING  
 EQUIPMENT:**

Each participating customer SA must have an interval meter or a SmartMeter capable of recording usage in 15-minute or shorter intervals and being read remotely by PG&E.

The following options are available if a SA does not already have an approved interval meter or SmartMeter:

- 1) For Bundled Service and CCA Service SAs with a maximum demand of 200 kW or greater for at least one month in the past 12 billing months, PG&E will provide and install the metering and communication equipment at no cost to the customer.
- 2) For Bundled Service and CCA Service SAs whose maximum billed demand has not exceeded the level specified in item 1 above, the customer can elect one of the following:
  - a. Pay the cost to have PG&E install a non-SmartMeter at the customer's expense pursuant to Electric Rule 2, Special Facilities, or
  - b. Wait until a PG&E SmartMeter is installed and remote-read enabled.
- 3) For Direct Access SAs where PG&E is the Meter Data Management Agent (MDMA), no incremental fees are required. Metering services shall be provided pursuant to Electric Rule 22.
- 4) For Direct Access SAs where PG&E is not the MDMA, then the customer will be responsible for any and all costs associated with providing PG&E acceptable interval data on a daily basis, including any additional metering, communication equipment, and fees assessed by the customer's Electric Service Provider (ESP). Metering services shall be provided pursuant to Electric Rule 22. (T)

PG&E is not required to install an interval meter and communication equipment or SmartMeter to provide remote read capability if the installation is impractical or not economically feasible.

A MDMA may also read the customer's meter on behalf of the customer's ESP if a customer is receiving Direct Access Service. Metering equipment (including telephone line, cellular, or radio control communication device) must be in operation for at least ten (10) days prior to participating in the Program to establish baseline. (T)

Bundled Service and CCA Service customers with SAs participating prior to April 1, 2013, under the Aggregated Group will continue to receive an interval meter at no additional cost (see Aggregated Group Section). PG&E will continue to provide meter data retrieval at no cost to those Bundled Service and CCA Service customers receiving free meters through this tariff until otherwise directed by the CPUC.

**ONGOING  
 METER DATA  
 ACCESS:**

If the SA is receiving Bundled Service, CCA Service, or DA Service and PG&E is the MDMA, then there will be no additional costs to the either ESP or customer for ongoing meter data access.

If the SA is receiving DA Service and PG&E is not the MDMA, then the customer will be responsible for any and all costs associated with providing PG&E acceptable interval meter data into the PG&E system on a daily basis.

(Continued)



**ELECTRIC SCHEDULE E-DBP  
 DEMAND BIDDING PROGRAM**

Sheet 7

AGGREGATED  
 GROUP:  
 (Cont'd)

participating under the provisions of an Aggregated Group whose maximum demand is greater than or equal to fifty (50) kW during any one of the past twelve (12) billing months, provided that the SA remains on the program for a minimum of 12 months. SA with an average demand that is less than fifty (50) kW must pay for the required Interval Meter prior to participation. The installation of interval meters for a Direct Access customer is the responsibility of their Electric Service Provider or their agent. Fees associated with a rate change will be the responsibility of the customer. (T)

2. The customer must have at least one SA with a maximum demand of 200 kW or greater for at least one or more of the past 12 billing months within each Aggregated Group that will be designated as the primary SA for the Aggregated Group. The primary SA will oversee all activities of the group, including event notification and the receiving of the incentive payment. It is up to the lead SA to determine the dispersal of the credit to the other SAs in the group.
3. All SAs that are part of the Aggregated Group must take service from PG&E under the same federal tax identification number and be listed on the Demand Response Program Application. Individual SAs, (excluding the lead SA), with less than 200 kW (as described in the Applicability Section) may participate in the program as part of the Aggregated Group.
4. SAs that are participating as an aggregated group will be exempt from the individual minimum load reduction amount. Instead SAs in the aggregated group will have a Group Minimum Load requirement of 200 kW. The Group Minimum Load represents: (1) the group's aggregated coincidental minimum load to qualify for the program; (2) the minimum bid amount that the aggregated group can submit for an E-DBP event; and (3) the group's minimum threshold they must achieve to earn an incentive during an E-DBP event.
5. Energy reduction during an E-DBP event will be based on performance of all SAs within the aggregated group and will be calculated as follows:

(Continued)



**ELECTRIC SCHEDULE E-DBP  
 DEMAND BIDDING PROGRAM**

Sheet 10

**INTERACTION WITH CUSTOMER'S OTHER APPLICABLE PROGRAMS AND CHARGES:**

Participating customers' regular electric service bills will continue to be calculated each month based on their actual recorded monthly demands and energy usage.

Customers who participate in a non-PG&E demand response program must immediately notify PG&E of such activity.

Customers may participate in one of the following: PG&E's Base Interruptible Program (Schedule E-BIP), the "Day Of" option of its Capacity Bidding Program (E-CBP), the Aggregator Managed Portfolio (AMP) in a "Day Of" product, or Optional Binding Mandatory Curtailment Program (Schedule E-OBMC). If a customer is enrolled in two programs with simultaneous or overlapping events, the customer will receive payment for the capacity program and not for the simultaneous hours of the energy program.

**EMERGENCY STANDBY GENERATION:**

Customers may achieve energy reductions by operating back-up or onsite generation. The customer will be solely responsible for meeting all environmental and other regulatory requirements for the operation of such generation.

**COMMUNITY CHOICE AGGREGATION SERVICE CUSTOMERS AND DIRECT ACCESS SERVICE CUSTOMERS**

Customers participating in this Program and receiving service under CCA Service/DA must notify their Community Choice Aggregator/Electric Service Provider that they are participating in this Program and when they participate in a DBP event. The per event notification must include the amount of hourly bid for each accepted bid.

(T)

**PROGRAM RESEARCH AND ANALYSIS:**

Customers receiving service under this tariff must agree to allow personnel from the California Energy Commission (CEC), or its contracting agent, to conduct a site visit for measurement and evaluation, access to customer's interval meter data, and agree to complete any surveys needed to enhance the Program.



**ELECTRIC SCHEDULE E-ESP**  
**SERVICES TO ELECTRIC SERVICE PROVIDERS**

Sheet 1  
 (T)

**APPLICABILITY:** This schedule applies to Electric Service Providers (ESPs) who provide direct access service to Customers, as defined in electric Rule 1 and Rule 22. (T)

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

- RATES:**
1. **METER INSTALLATION**  
 If an ESP requests that PG&E install a meter for its Direct Access Customer, the rates will be as set forth in Schedule E-EUS.
  2. **METER TESTING**  
 If an ESP requests that PG&E test a meter for its Direct Access Customer, the rates will be as set forth in Schedule E-EUS.
  3. **METER REMOVAL**  
 If an ESP requests that PG&E remove the existing PG&E meter, as set forth in Rule 22, the charge shall be as set forth in Schedule E-EUS.
  4. **INSPECTION OF ESP-INSTALLED METERING EQUIPMENT**  
 If PG&E inspects ESP-installed metering equipment pursuant to Rule 22 and the ESP Service Agreement, the charge shall be as set forth in Schedule E-EUS.
  5. **METER DATA MANAGEMENT AGENT (MDMA) SERVICES**
    - a. MDMA services include meter reading setup, if required, to ensure the ESP's meter communication system is compatible with PG&E's meter reading system, data validation, editing and estimating to settlement quality form, data reads and data transfer to the MDMA Server.  
 If PG&E performs MDMA services for an ESP the charge shall be:  
 MDMA Composite Fee per interval meter per month.....\$ 7.06

(Continued)



**ELECTRIC SCHEDULE E-ESP**  
**SERVICES TO ELECTRIC SERVICE PROVIDERS**

Sheet 2  
 (T)

RATES:  
 (Cont'd.)

6. CONSOLIDATED PG&E BILLING

A. Rate-Ready Billing

If an ESP requests that PG&E calculate the charge and bill the ESP's Direct Access Customers for the energy supply portion of the Customer's bill, the prices shall be:

- 1) Composite Billing Fee, per service account per billing cycle.....\$1.05

If PG&E is billing the ESP's Direct Access Customers for the energy supply portion of the Customer's bill, the ESP may request that PG&E provide the following additional billing-related services (Items 2 to 4) at no additional charge and is included in the Composite Billing Fee.

- 2) Duplicate Bill Request from ESP
- 3) Bill Adjustment

An ESP may request PG&E to adjust a Customer's bill for reasons unrelated to PG&E's calculation of the ESP's charges, such as the following:

- a) ESP requested adjustment for reasons unrelated to the bill, such as a goodwill gesture or promotional discount.
- b) Recourse adjustment as a result of dispute resolution.
- c) Policy adjustment to satisfy a Customer's complaint.

(Continued)



**ELECTRIC SCHEDULE E-ESP**  
**SERVICES TO ELECTRIC SERVICE PROVIDERS**

Sheet 3  
 (T)

RATES:  
 (Cont'd.)

6. CONSOLIDATED PG&E BILLING (Cont'd.)

A. Rate-Ready Billing (Cont'd.)

4) ESP Rate Schedule Changes

An ESP may request to change the price on a particular rate schedule or change the rate schedule assigned to the customer.

5) Rate-Ready Billing Set-Up Charges:

- a) Programming for consolidated billing set-up, per hour.....\$ 113.99
- b) Programming for ESP's rate schedules,  
 standard rate structure, per hour .....\$ 113.99
- c) Programming for ESP's rate schedules,  
 custom rate structure, per hour.....\$ 134.57
- d) Programming for ESP's bill messages, per hour.....\$ 113.99
- e) ESP bill message text, per character..... no charge
- f) Central Processing Unit (CPU) charge for  
 consolidated bill programming, flat fee per ESP ..... no charge
- g) Computer Storage Device, per service account  
 being billed based on hourly interval metering data..... no charge

(Continued)



**ELECTRIC SCHEDULE E-ESP**  
**SERVICES TO ELECTRIC SERVICE PROVIDERS**

Sheet 4  
 (T)

RATES:  
 (Cont'd.)

6. CONSOLIDATED PG&E BILLING (Cont'd.)  
 B. Bill-Ready Billing

If an ESP requests that PG&E bill the ESP's Direct Access Customers for the energy supply portion of the Customer's bill as calculated by the ESP, the prices shall be:

- 1) Composite Billing Fee, per service account per billing cycle.....\$ 0.44  
 Per additional page per service account per billing cycle.....no charge
- 2) Duplicate Bill Request, per bill per account.....no charge
- 3) Bill Adjustment, per adjustment per service account .....no charge

An ESP may request PG&E to adjust a previously billed Customer's bill due to the following reasons:

- a. Recourse adjustment as a result of a dispute resolution
- b. Policy adjustment to satisfy a Customer's complaint
- 4) Bill-Ready Billing Set-Up Charges
  - a. Programming for consolidated bill set-up, per hour .....\$ 113.99
  - b. Programming for ESP's bill message, per hour ..... \$ 113.99
  - c. ESP bill message text, per character..... no charge
  - d. Central Processing Unit (CPU) charge for consolidated bill programming, flat fee per ESP ..... no charge
  - e. Computer Storage Device, per service account being billed based on hourly interval metering data..... no charge

(Continued)



**ELECTRIC SCHEDULE E-ESP**  
**SERVICES TO ELECTRIC SERVICE PROVIDERS**

Sheet 5  
 (T)

RATES:  
 (Cont'd.)

- 7. DELIVERY OF MANDATED NOTICES
  - A. Electronic transmission of text (electronic mail) for mandated notice .....no charge
- 8. LATE PAYMENT FEE
  - a. If an ESP is performing Consolidated ESP billing and the bill to PG&E is not paid within 17 calendar days of transmittal of PG&E's customer charges, PG&E will assess late charges at the rate of one percent per month of the outstanding balance owed to PG&E, as set forth in the ESP Service Agreement.



Sheet 1

**ELECTRIC SCHEDULE E-ESPNDSF**  
 ELECTRIC SERVICE PROVIDER NON-DISCRETIONARY SERVICE FEES (T)

APPLICABILITY: This schedule applies to Electric Service Providers (ESPs) who provide direct access service to Customers, as set forth in Rule 22. (T)

TERRITORY: The entire PG&E service territory.

RATES: 1. FULL CONSOLIDATED ESP BILLING

The following fees apply to ESPs performing Full Consolidated Billing when assistance is requested from PG&E.

- A. Billing set up and ongoing support (labor), per hour..... \$ 134.57
- B. Billing set up and ongoing support (non-labor)..... cost

2. PARTIAL CONSOLIDATED ESP BILLING

A. ESPs Using VAN Transmission

The following fees apply to ESPs performing Partial Consolidated Billing that are using VAN transmission.

Charge per account, per month	\$ 0.12
Charge per ESP, per month	\$63.00

B. ESPs Not Using VAN Transmission

The following fees apply to ESPs performing Partial Consolidated Billing that are not using VAN transmission.

Charge per ESP, per month	\$60.80
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(Continued)



**ELECTRIC SCHEDULE E-ESPNSF** Sheet 2  
**ELECTRIC SERVICE PROVIDER NON-DISCRETIONARY SERVICE FEES** (T)

RATES:  
 (Cont'd.)

3. EXCEPTION FEES

The following fees apply to ESPs for services provided by PG&E.

A. Account Analysis

- 1) Retrieval of account information, per account .....\$ 5.00
- 2) Routine account analysis, per account.....\$ 15.83
- 3) Complex account analysis, per hour..... \$ 63.81
- 4) Resend file/report, per report.....\$ 15.00
- 5) Investigate EDI duplicate payments, per occurrence..... \$134.57
- 6) Refund account credits due to overpayment, per account..\$ 5.00

B. Involuntary Billing Change

- Billing/Accounts switch, per account .....\$ 8.00



**ELECTRIC SCHEDULE E-LRAO**  
**LOCAL RESOURCE ADEQUACY OBLIGATIONS DURING**  
**DIRECT ACCESS REOPENING**

Sheet 1

**APPLICABILITY:** This schedule applies to Electric Service Providers (ESPs) who are providing electric commodity service to customers who enrolled in Direct Access (DA) Service, on or after April 11, 2010, under the provisions of electric Rule 22 (Direct Access) and Rule 22.1 (Direct Access Service Switching Exemption Rules). (T)

Pursuant to Appendix 3 of Decision (D.)10-03-022, an ESP who acquires additional DA load on or after April 11, 2010 will have the option to obtain an allocation of local resource adequacy (RA) "credits" from PG&E, through the payment of a Local RA Obligation transfer payment to PG&E, without the need for an actual sale of physical capacity to satisfy the ESP's Local RA Obligation for that DA load for the remainder of the 2010 compliance year. (T)

For 2010, the Local RA Obligation transfer payment will cover the period of time the ESP serves the customer's DA load (i.e, meter read date activation through the end of calendar year 2010).

This schedule will terminate on December 31, 2010, unless extended by the Commission. For example, should this schedule be extended by the Commission into the 2011 compliance year, then the Local RA Obligation transfer payment for new DA customers would cover the period from January 18, 2011 through December 31, 2011. For ESPs electing to extend this option from 2010 into 2011, the transfer payment would cover the entire 2011 calendar year.

**TERRITORY:** Schedule E-LRAO applies everywhere PG&E provides electric service as shown in Preliminary Statement, Part A.

**RATES:** The rate under Schedule E-LROA is a fixed amount per kilowatt-year and represents the administrative price for the transfer of Local Resource Adequacy credits of \$24.00 per kilowatt-year (kW-year). The default Local RA Obligation transfer payment from the ESP will be determined pursuant to Appendix 3 of D. 10-03-022 as follows:

a) Look up PG&E's "Local to Peak Ratio" (LPR (%)) on the CPUC website at: [www.CPUC.CA.Gov/PUC/Energy/Procurement/RA/RA\\_Guides\\_2008-09.htm](http://www.CPUC.CA.Gov/PUC/Energy/Procurement/RA/RA_Guides_2008-09.htm)

b) For each migrating customer, determine the Customer Load Obligation (CLO) as follows:

$CLO (kW) = LPR (\%) \times Customer's\ 2009\ Coincident\ Peak\ Demand\ (CPD) (kW) \text{ as grossed up by the appropriate Distribution Loss Factor (DLF)}$

c) Calculate the Default Transfer Payment (DTP) as follows:

$DTP (\$) = CLO (kW) \times \$24/ kW-yr \times Shaping\ Factor\ for\ the\ remaining\ months\ of\ 2010$   
 (See Monthly Shaping Factors table at end of Appendix 3 of D. 10-03-022)

(Continued)



**ELECTRIC SCHEDULE NEM**  
**NET ENERGY METERING SERVICE**

Sheet 1

**APPLICABILITY:** This net energy-metering schedule is applicable to a customer who uses a Renewable Electrical Generation Facility as defined below 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 systems, including wind energy co-metering customers as defined in California Public Utilities 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 Electric Service Providers (ESPs) serving eligible customer-generators. (T)

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

This rate schedule is available on a first-come, first-served basis to customers that provide PG&E with: (a) a completed Net Energy Metering Application including all supporting documents and required payments; AND (b) a completed signed Net Energy Metering Interconnection Agreement; AND (c) evidence of the customer's final inspection clearance from the governmental authority having jurisdiction over the generating facility; until such time as the total rated generating capacity used by eligible customer-generators on Rate Schedule NEM and NEMVMASH exceeds five (5) percent of PG&E's aggregate customer peak demand. Once this cap has been reached, Schedule NEM will be closed to new customers. PG&E is required to update its NEM cap, the amount of customer generating capacity eligible to participate in the program, annually on October 1st.

The total rated generating capacity of eligible customer-generators will be calculated as the sum of all of the following:

- 1) For each PV generating facility, PG&E will use the California Energy Commission's (CEC) AC rating; or where the CEC AC rating is not available, PG&E will multiply the inverter AC nameplate rating by 0.86.
- 2) For all other Renewable Electrical Generation Facilities, PG&E will use the AC nameplate rating of the generating facility.

PG&E's aggregate customer peak demand is the sum of customers' non-coincident peak demands defined in D. 12-05-036<sup>2</sup>. The methodology for calculating customer's non-coincident aggregate peak demand is detailed in the Assigned Commissioner's Ruling Providing Instructions on Calculation of Non-Coincident Aggregate Customer Peak Demand Pursuant to Ordering Paragraph 3 of Decision 12-05-036, dated September 4, 2012, which requires the following:

<sup>1</sup> Beginning October 1, 2013.

<sup>2</sup> D.12-05-036 requires the NEM program for new customers to be suspended at the end of calendar year 2014, pending the outcome of further Commission proceedings. Existing customers receiving service under this NEM service prior to January 1, 2015, will not be affected by this suspension. However, NEM will continue to be available to renewable customer-sited generation until the target for solar photovoltaic capacity under the California Solar Initiative has been reached.

(Continued)



**ELECTRIC SCHEDULE NEM**  
**NET ENERGY METERING SERVICE**

Sheet 10

SPECIAL  
 CONDITIONS:  
 (Cont'd.)

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

g. Billing Information:

If PG&E supplies the eligible customer-generator with energy (kWh), PG&E shall provide the eligible customer-generator with net energy (kWh) consumption information with each regular bill. That information shall include the current monetary balance owed PG&E for the net energy (kWh) consumed since the last Relevant Period ended.

h. Electric Service Provider (ESP) Charges:

(T)

If PG&E provides direct access (DA) metering for the ESP, UDC consolidated billing (that is, PG&E Consolidated Billing as described on PG&E's Rule 22), or ESP dual or consolidated billing support services for DA customer-generators served under PG&E's rates or their ESP's rates, 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.

(Continued)



**ELECTRIC SCHEDULE NEMFC**  
**NET ENERGY METERING SERVICE FOR FUEL CELL CUSTOMER-GENERATORS**

Sheet 1

**APPLICABILITY:** This schedule is applicable to Bundled Service and Community Choice Aggregation Service (CCA Service) or Direct Access Service (DA Service) Customers who are served under a Time-of-Use (TOU) rate schedule, and who (1) interconnect and operate in parallel with PG&E’s electrical system an Eligible Fuel Cell Electrical Generating Facility, as defined below, with a generating capacity no greater than 1,000 kW, located on or adjacent to the customers’ owned, leased or rented premises, (2) is interconnected and operates in parallel with PG&E grid while the grid is operational, and is sized to offset part or all of the Customers’ electrical requirements, (3) are the recipient of local, state, or federal funds, or who self-finance projects designed to encourage the development of Eligible Fuel Cell Electrical Generating Facilities, and (4) use technology the California Public Utilities Commission (CPUC) has determined will achieve reductions in emissions of greenhouse gases pursuant to subdivision (b), and meets the emission requirements for eligibility for funding set forth in subdivision (c), of Section 379.6. . Such a customer will be referred to hereafter as a “Fuel Cell Customer-Generator.” Customers eligible for service under this schedule are exempt from any new or additional charges not included in their Otherwise Applicable Schedule (OAS), except as described in Special Condition 2.

This service is not applicable to a CCA Service or DA Service Fuel-Cell Customer-Generator where the customer’s Community Choice Aggregator (CCA) or DA Electric Service Provider (ESP) does not offer a fuel cell net energy metering tariff. In addition, if an eligible Fuel Cell Customer-Generator participates in direct transactions with a CCA or ESP that does not provide distribution service for the direct transactions, the CCA or ESP, and not PG&E, is obligated to provide net energy metering to the customer.

(T)

The “Eligible Fuel Cell Generating Facility” is defined as a generating facility that meets all applicable safety and performance standards in accordance with PG&E’s Electric Rule 21 and pursuant to PU Code Section 2827.10 includes 1) an integrated powerplant systems containing a stack, tubular array, or other functionally similar configuration used to electrochemically convert fuel to electric energy; 2) an inverter and fuel processing system where necessary, and 3) other plant equipment, including heat recovery equipment necessary to support the plant’s operation or its energy conversion.

Customers seeking generator interconnections in portions of San Francisco and Oakland where PG&E has a network grid must contact PG&E about generation export limitations.

(Continued)



**ELECTRIC SCHEDULE NEMV**  
 VIRTUAL NET METERING FOR A MULTI-TENANT OR MULTI-METER  
 PROPERTY SERVED AT THE SAME SERVICE DELIVERY POINT

Sheet 5

APPLICABILITY:  
 (Cont'd.)

**Modifications to the Renewable Electrical Generation Facility** – If the NEMV Arrangement’s Renewable Electrical Generation Facility has not been previously approved for interconnection by PG&E, or where any modification to the previously approved Renewable Electrical Generation Facility has been made, the Owner must complete the interconnection process in Special Condition 4 of this tariff.

**Qualified Customers On Direct Access (DA) or Community Choice Aggregation Service (CCA)** – Certain incremental billing and metering costs set forth in this schedule that are related to net energy metering are applicable to Electric Service Providers (ESPs) and Community Choice Aggregators (CCAs) serving eligible Qualified Customers. (T)

This service is not applicable to a Direct Access (DA) Qualified Customer where the Qualified Customer’s ESP does not offer a net energy metering tariff. In addition, if a Qualified Customer participates in direct transactions with an ESP that does not provide distribution service for the direct transactions, the ESP, and not PG&E, is obligated to provide virtual net energy metering to the Qualified Customer. As an interim measure, PG&E will provide CCA Service customers on NEMV with a customer-satisfaction adjustment until necessary programming to bill these credits can be completed.

**Demand Response Programs** - Qualified Customers are eligible for the same demand response programs and solar tariffs as NEM customers. Demand response payments to Qualified Customers will be based on the Qualified Customer’s metered usage disregarding any contributions from virtually net-metered generation. Similarly, any other demand response programmatic elements that are affected by a customer’s load (e.g., program eligibility) should also exclude from consideration any impacts of NEMV generation. Any payments for demand response will be limited to the customer's load, and not include excess generation exported to the grid during the hours of a demand response event. Any payments for demand response will be limited to the customer's load, and not include excess generation exported to the grid during the hours of a demand response event.

**Change in Owner** – A change in the Owner responsible for the NEMV Arrangement (“Change of Owner”), where no modification to the Eligible Renewable Electrical Generation Facility has been made, does not need to complete the interconnection process in Special Condition 4, as long as the requirements of this section are met. (However, see Special Condition 6 for any re-inspection requirements.)

An Renewable Electrical Generation Facility where there is a change in the Owner responsible for the NEMV Arrangement (“Change of Owner”), but where no modification to the Renewable Generation Facility has been made, may at PG&E’s request, need to complete a new Interconnection Agreement and/or interconnection agreement Appendix C (affidavit).

(Continued)



**ELECTRIC SCHEDULE NEMV**  
 VIRTUAL NET METERING FOR A MULTI-TENANT OR MULTI-METER  
 PROPERTY SERVED AT THE SAME SERVICE DELIVERY POINT

Sheet 18

SPECIAL  
 CONDITIONS:  
 (Cont'd.)

3. BILLING (Cont'd.):

i. Billing Information

PG&E shall provide each Benefitting Account with its net energy (kWh) consumption information with each regular bill. That information shall include the current monetary balance owed PG&E for the net energy (kWh) consumed since the start of the current Relevant Period.

j. OAS Payment Option

Eligible Small Customer (as defined in Rule 1) Benefitting Accounts will be required to pay monthly, unless they specifically request to pay annually, for the net energy (kWh) consumed. For commercial Benefitting Accounts other than Small Commercial, the net balance of all moneys owed must be paid on each monthly billing cycle. When the Qualified Customer is a net electricity producer over a monthly billing cycle, the value of 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 Qualified Customer's account, until the end of the Relevant Period.

k. Electric Service Providers (ESP) Charges:

(T)

If PG&E provides direct access (DA) metering for the ESP, UDC consolidated billing (that is, PG&E Consolidated Billing as described on PG&E's Rule 22), or ESP dual or consolidated billing support services for DA Qualified Customer served under PG&E's rates or their ESP's rates, 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.

(Continued)



**ELECTRIC SCHEDULE NEMVMASH**  
**VIRTUAL NET ENERGY METERING FOR MULTIFAMILY**  
**AFFORDABLE HOUSING (MASH/NSHP) WITH SOLAR GENERATOR(S)**

Sheet 2

APPLICABILITY:  
 (cont'd)

An "Eligible Low Income Development" is defined as all of the real property and apparatus employed in a single low income housing enterprise on contiguous parcels of land. These parcels may be divided by a dedicated street, highway or public thoroughfare or railway, so long as they are otherwise contiguous and part of the same single low income housing enterprise, and all under the same ownership.

Each of the four options a. through d. above is referred to in this tariff as a "Eligible Low Income Facility."

Certain incremental billing and metering costs set forth in this schedule that are related to net energy metering are applicable to Electric Service Providers (ESPs) and Community Choice Aggregators (CCA's) serving a Customer with a Load Account (as defined below in the *Applicability, Account Types* section). (T)

This service is not applicable to a Direct Access (DA) Customer with a Load Account, where the Customer's ESP does not offer a net energy metering tariff. In addition, if the Customer participates in direct transactions with an ESP that does not provide distribution service for the direct transactions, the ESP, and not PG&E, is obligated to provide virtual net energy metering for multifamily affordable housing to the Customer.

NEMVMASH is available on a first-come, first-served basis to Customers with an Eligible Low Income Facility that provide PG&E with:

- a. a completed NEMVMASH application and interconnection agreement as described in Special Condition 3, including all supporting documents and required payments; AND
- b. evidence of the final inspection clearance from the governmental authority having jurisdiction over the Solar Generating Facility; until such time as the total rated generating capacity on Rate Schedules NEM, NEMV and NEMVMASH exceeds five (5) percent of PG&E's aggregate peak demand (calculated as described in Rate Schedule NEM)<sup>1</sup>, until December 31, 2015, or until all funds available for the incentives have been allocated, whichever comes first.

**Generator Size** - Size the generator(s) no larger than for the energy requirements of all eligible account types of the past year for existing housing and estimated requirements of new housing. Specific size limit details will be determined by the relevant incentive program (MASH or NSHP) handbooks. These generator size limits apply to all Eligible Low Income Developments whether they actually receive MASH or NSHP incentives or not.

<sup>1</sup> D.12-05-036 requires the NEM program for new customers to be suspended at the end of calendar year 2014, pending the outcome of further Commission proceedings. Existing customers receiving service under this NEM service prior to January 1, 2015, will not be affected by this suspension.

(Continued)



**ELECTRIC RULE NO. 22**  
**DIRECT ACCESS**

Sheet 14

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

5. Customer Inquiries Related to Emergency Situations and Outages (Cont'd.)

- d. PG&E will be responsible for implementing Commission-approved load curtailment programs, including providing notification to participating "non-firm" customers who are the Direct Access customers of the ESP.
- e. The ESP will be responsible for notifying its Scheduling Coordinator of any notice received from PG&E under Section C5.

D. ESP SERVICE ESTABLISHMENT

The ESP must satisfy the following requirements before an ESP can provide Direct Access services in PG&E 's service territory:

- 1. All ESPs must submit an executed standard Electric Service Provider (ESP) Agreement (ESP Service Agreement - Form No. 79-948). (T)
- 2. The ESP must warrant to PG&E that the ESP has registered with the CPUC and has selected an Independent Verification Agent (IVA) for all transactions for which independent verification is required by law.
- 3. The ESP will provide PG&E with the CPUC certification that the ESP has posted a bond or demonstrated insurance sufficient to cover the ESP financial security requirements specified in Section Q.1.
- 4. The ESP must satisfy PG&E credit-worthiness requirements as specified in Section P, Credit Requirements.
- 5. The ESP must satisfy applicable CPUC Electronic Data Exchange requirements, including:
  - a. ESP must complete all necessary electronic interfaces for the ESP and PG&E to communicate for DASRs, general communications and if providing Metering and Data Management Agent (MDMA) services, to satisfy meter reading communications including communicating to and from MDMA Servers for sharing of meter reading and usage data.
  - b. The ESP must have the capability to exchange data with PG&E via the Internet. Alternative arrangements may be allowed if mutual agreement is made between PG&E and the ESP.

(Continued)



**ELECTRIC RULE NO. 23**  
**COMMUNITY CHOICE AGGREGATION SERVICE**

Sheet 3

**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.

**2. Non-Utility Energy Services**

**a. 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.

**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 Electric 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)

**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.

(Continued)



**ELECTRIC RULE NO. 23**  
**COMMUNITY CHOICE AGGREGATION SERVICE**

Sheet 46

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.

- 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 Electric 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.

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(Continued)



**Electric Sample Form No. 79-948**  
Electric Service Provider (ESP) Service Agreement

(T)

**Please Refer to Attached  
Sample Form**

Advice Letter No: 4270-E  
Decision No.

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

Date Filed August 29, 2013  
Effective August 29, 2013  
Resolution No. \_\_\_\_\_



# ELECTRIC SERVICE PROVIDER (ESP) SERVICE AGREEMENT

This Electric Service Provider (ESP) Service Agreement (this "Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between "\_\_\_\_\_" ("ESP"), 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, ESP 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 ESP shall offer electrical energy services, including, but not limited to, account maintenance and billing services, electrical meter installation, meter reading services and/or any other services that may be approved by the California Public Utilities Commission ("CPUC") in Direct Access transactions with customers in PG&E's service territory ("Direct Access 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 direct access tariff.
- 1.2 The form of this Agreement has been developed as part of the CPUC regulatory process, was intended to conform to CPUC directions, was filed and approved by the CPUC for use between PG&E and ESPs and may not be waived, altered, amended or modified, except as provided herein or in the relevant direct access tariff, or as may otherwise be authorized 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.

## **ELECTRIC SERVICE PROVIDER (ESP) SERVICE AGREEMENT**

- 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 ESP informs PG&E that it is no longer operating as an ESP in PG&E's service territory; (b) the earlier termination pursuant to Section 4 hereof; or (c) the effective date of a new ESP Service Agreement between the Parties hereto. Notwithstanding the Effective Date of this Agreement, the ESP acknowledges that it may only offer Direct Access Services to customers effective January 1, 1998, or such other date as may be directed by the CPUC for commencement of such services by ESPs, 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 of 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 direct access tariff.
- 4.2 In the event of such an Event of Default, the non-defaulting Party shall be entitled (a) to exercise any and all remedies available under PG&E's direct access tariff; (b) to the extent not inconsistent with PG&E's direct access tariff, to exercise any and all remedies provided for by law or in equity; and (c) in the event of a material Event of Default, to terminate this Agreement upon written notice to the other Party, which shall be effective upon the receipt thereof.
- 4.3 Breach by any Party hereto of any provision of PG&E's direct access tariff shall be governed by applicable provisions contained therein and each Party will retain all rights granted thereunder.

## **ELECTRIC SERVICE PROVIDER (ESP) SERVICE AGREEMENT**

### **Section 5: Billing, Metering and Payment**

- 5.1 Billing options and metering services which are available to ESP shall be as described in PG&E's direct access tariff, as stated in PG&E's Electric Rule 22. Billing and metering options applicable to a particular customer shall be designated in the Direct Access Service Request submitted by the ESP for such customer.
- 5.2 PG&E will bill and the ESP 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 direct access tariff, as stated in PG&E's Electric Rule 22 and PG&E's rate schedules. Any services provided by the ESP 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, 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.

## **ELECTRIC SERVICE PROVIDER (ESP) SERVICE AGREEMENT**

- 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, and provided further that each Party may subcontract its obligation to provide Metering or Meter Reading Services under this Agreement only to subcontractors who have complied with all certification or registration requirements described in applicable law, CPUC rules and PG&E's direct access tariff . 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.

# ELECTRIC SERVICE PROVIDER (ESP) SERVICE 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 Electric Service Provider Service Agreement and all attachments hereto, all Direct Access Service Requests submitted pursuant to this Agreement and PG&E's direct access tariff. This Agreement supersedes all other agreements or understandings, written or oral, between the Parties related to the subject matter hereof. This Agreement may be modified from time to time only by an instrument in writing, signed by both Parties.

## **Section 11: Nondisclosure**

- 11.1 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.

# ELECTRIC SERVICE PROVIDER (ESP) SERVICE AGREEMENT

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 ESP:**

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

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

\_\_\_\_\_

\_\_\_\_\_

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

# ELECTRIC SERVICE PROVIDER (ESP) SERVICE AGREEMENT

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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 Direct Access 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 (including the performance of Billing Services, Metering Services and MDMA Services by PG&E) shall be reduced to writing and referred to the Parties' representatives identified on Attachment A for resolution. Should such a dispute arise, the parties shall be required to meet and confer in an effort to resolve their dispute. Pending resolution, the Parties shall proceed diligently with the performance of their respective obligations under this Agreement, except if this Agreement has been terminated under Section 4.2. If the Parties fail to reach an agreement within a reasonable period of time, 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 Any dispute arising between the Parties relating to interpretation of the provisions of this Agreement or to the performance of the ESP's obligations hereunder (including the performance of Billing Services, Metering Services and MDMA Services by the ESP) shall be reduced to writing and referred to the Parties' representatives identified on Attachment A for resolution. Should such a dispute arise, the parties shall be required to meet and confer in an effort to resolve their dispute. Pending

## ELECTRIC SERVICE PROVIDER (ESP) SERVICE AGREEMENT

resolution, the Parties shall proceed diligently with the performance of their respective obligations under this Agreement, except if this Agreement has been terminated under Section 4.2. If the Parties fail to reach an agreement within a reasonable period of time, the parties may mutually agree to pursue mediation or 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 ESP 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 Competition Transition Charges payable by direct access customers or the ESP 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 for unauthorized electrical use by the ESP in a court of competent jurisdiction.

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

## **ELECTRIC SERVICE PROVIDER (ESP) SERVICE AGREEMENT**

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 ESP represents and warrants that for each of its Customers, and at all times during which it provides Direct Access services as an Electric Service Provider, the ESP shall completely, accurately, and in a timely manner account for each of its Customer's loads with a duly authorized Scheduling Coordinator. 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 identity of the Scheduling Coordinator and the load data provided to it by the ESP. Such information is to remain confidential, and shall not be disclosed to any unauthorized person.
- 18.2 PG&E shall notify the ESP immediately and the ESP 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: Conflicts Between this Agreement and PG&E's Direct Access Tariff**

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

# **ELECTRIC SERVICE PROVIDER (ESP) SERVICE AGREEMENT**

## **Section 21: Amendments or Modifications**

- 21.1 Except as provided in Section 21.2, 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.
- 21.2 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, ESP 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 22: Billing Options Offered to End-Use Customers by ESP**

Check which billing options (as described in PG&E's direct access tariff) ESP intends to provide its Customers under this Agreement.

\_\_\_\_\_ **Consolidated Billing by PG&E.**

\_\_\_\_\_ **Consolidated Billing by the ESP.**

If ESP is selecting this billing option, (a) ESP must submit a credit application on the form supplied by PG&E; and (b) the only method for notifying ESP of PG&E charges will be electronic.

\_\_\_\_\_ **Separate PG&E and ESP Bills.**

ESP may change these elections from time to time in compliance with the relevant direct access tariff upon prior written notice to PG&E. The Direct Access Service Request (DASR) for each Direct Access customer will specify which billing option will apply to that customer. If ESP specifies in any DASR any billing option that has not been checked above, the DASR will be rejected.

## **ELECTRIC SERVICE PROVIDER (ESP) SERVICE AGREEMENT**

### **Section 23: Meter Options Offered to End-Use Customers by ESP**

Check which meter options (as described in PG&E's direct access tariff) ESP will offer for some or all of its Customers served under this Agreement.

\_\_\_\_\_ ESP will provide Hourly Meters.

\_\_\_\_\_ ESP will offer Hourly Meter Installation Services.

\_\_\_\_\_ ESP will offer Hourly Meter Reading Services.

ESP may change these elections from time to time in compliance with PG&E's direct access tariff upon prior written notice to PG&E. The Direct Access Service Request (DASR) for each Direct Access customer will specify which metering option will apply to that Customer. If ESP specifies in any Direct Access Service Request any metering option that has not been checked above, the DASR will be rejected.

### **Section 24: Audits**

- 24.1 PG&E and the ESP shall each retain such specific records as may be required to support the accuracy of meter data provided in their respective consolidated billings. When either Party reasonably believes that errors related to metering or billing activity may have occurred, a Party 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 requesting Party, upon review of such documents, continues to believe that the other Party's duty to accurately meter and provide consolidated billing for usage has been breached, the requesting Party may direct that an audit be conducted. PG&E and the ESP shall designate their own employee representative or their contracted representative to audit the other party's records.
- 24.2 Any such audit shall be undertaken by PG&E, the ESP, or their contracted representative at reasonable times without interference with the audited Party's business operations, and in compliance with the audited Party's security procedures. PG&E and the ESP agree to cooperate fully with any such audit.
- 24.3 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 and the ESP shall include a similar clause in their agreements with their subcontractors reserving the right to designate their own employee representative, or their contracted representative to audit records related to consolidated billing to Direct Access Customers.

## **ELECTRIC SERVICE PROVIDER (ESP) SERVICE AGREEMENT**

- 24.4 The auditing Party will notify the audited Party in writing of any exception taken as a result of an audit. The audited Party shall refund the amount of any undisputed exception to the auditing Party within ten (10) days. If the audited Party fails to make such payment, the audited Party 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 the audited Party reimburses the auditing Party 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 the audited Party shall reimburse the auditing Party for the cost of the audit.
- 24.5 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 25: Miscellaneous**

- 25.1 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
- 25.2 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.
- 25.3 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.
- 25.4 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.



# ELECTRIC SERVICE PROVIDER (ESP) SERVICE AGREEMENT

- 25.5 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.
- 25.6 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 Direct Access 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.
- 25.7 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 ESP**

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**On Behalf of PG&E**

**PACIFIC GAS AND ELECTRIC COMPANY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



# ELECTRIC SERVICE PROVIDER (ESP) SERVICE AGREEMENT

## ATTACHMENT A

### **A. Definitions:**

**Billing Services** - The consolidated billing services described in PG&E's direct access tariff which are provided by PG&E and/or ESP.

**Consolidated ESP Bill** - The consolidated bill prepared and presented by ESP to an end-use customer which includes the customer's ESP Charges and PG&E Charges.

**Consolidated PG&E Bill** - The consolidated bill prepared and presented by PG&E to an end-use customer which includes the Customer's ESP Charges and PG&E Charges.

**Direct Access Customer** - An end-use customer located within PG&E's service territory who purchases Direct Access Services through the ESP.

**ESP Charges** - Charges for Direct Access Services provided by the ESP.

**Metering Services** - The meter installation, maintenance and related services described in PG&E's direct access tariff which are provided by PG&E and/or ESP.

**Meter Reading Services** - The meter reading and related services described in PG&E's direct access tariff which are provided by PG&E and/or ESP.

**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 Competition Transition Charges 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):**

#### **1. Billing Services**

*PG&E Contact:* \_\_\_\_\_

*ESP Contact:* \_\_\_\_\_

#### **2. Metering and Meter Reading Services**

*PG&E Contact:* \_\_\_\_\_

*ESP Contact:* \_\_\_\_\_



# ELECTRIC SERVICE PROVIDER (ESP) SERVICE AGREEMENT

## ATTACHMENT A

### **C. Parties' Representatives (Section 15.1):**

*PG&E Representative:* \_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*ESP Representative:* \_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_



**ELECTRIC SAMPLE FORM NO. 79-974**  
GENERATING FACILITY INTERCONNECTION APPLICATION  
FOR NON-EXPORT OR CERTAIN NET ENERGY METERED GENERATING  
FACILITIES (BETWEEN 30 KW AND 1,000 KW)

**Please Refer to Attached**  
Sample Form

Advice Letter No: 4270-E  
Decision No.

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

Date Filed August 29, 2013  
Effective August 29, 2013  
Resolution No. \_\_\_\_\_

# GENERATING FACILITY INTERCONNECTION APPLICATION FOR NON-EXPORT OR CERTAIN NET ENERGY METERED GENERATING FACILITIES (Between 30 KW and 1,000 KW)

## Part I – Introduction and Overview

- A. Applicability:** This Generating Facility Interconnection Application (Application) is used to request the interconnection of a Non-Export or certain Net Energy Metered Generating Facility between 30 KW and 1,000 KW, to Pacific Gas and Electric Company's (PG&E) Distribution System (over which the California Public Utilities Commission (CPUC) has jurisdiction). Refer to PG&E's Rule 21 to determine the specific requirements for interconnecting a Generating Facility. Capitalized terms used in this Application, and not otherwise defined herein, shall have the same meanings as defined in PG&E's Rule 21 and Rule 1.

Except as noted in the next paragraph, this Application may be used for any Generating Facility to be operated by, or for, a Customer and/or Producer to supplement or serve part or all of its electric energy requirements that would otherwise be provided by PG&E, including distributed generation, cogeneration, emergency, backup, standby generation, and certain Net Energy Metered Generating Facilities. A simpler, shorter form is also available from PG&E for Net Energy Metering Customers with Solar and/or Wind Electric Generating Facilities less than 30kW (Form 79-1101). This form is available on PG&E's website at <http://www.pge.com/gen>. While Customers operating Generating Facilities isolated from PG&E's Distribution System are not obligated to enter into an Interconnection Agreement with PG&E, parts of this Application will still need to be completed to satisfy PG&E's notice requirements for operating an isolated Generating Facility as specified in the California Health and Safety Code Section 119085 (b).

This Application may not be used to apply for interconnecting Generating Facilities used to participate in transactions where all, or a portion of, the electrical output of the Generating Facility is scheduled with the California Independent System Operator. Such transactions may be subject to the jurisdiction of the Federal Energy Regulatory Commission (FERC) and require a different application available from PG&E.

This Application is not applicable for incentives and/or rebates offered by the Energy Resources Conservation and Development Commission (CEC) or the CPUC. Please contact those agencies directly or on their respective websites ([www.energy.state.ca.us](http://www.energy.state.ca.us) and [www.cpuc.ca.gov](http://www.cpuc.ca.gov)).

**Guidelines and Steps for Interconnection:** This Application must be completed and sent to PG&E along with the additional information indicated in Part 1, Section C below to initiate PG&E's interconnection review of the proposed Generating Facility. When applicable per Rule 21, a non-refundable \$800 Interconnection Request fee shall be invoiced and must be paid by Applicant. Pursuant to PG&E's Rule 21, there may be additional study and other costs; see PG&E's Rule 21, Sections E.2.c and E.3., for more information regarding interconnection of a generator to PG&E's Distribution System.

This document is only an Application. Upon acceptance of the Generating Facilities, PG&E will prepare an Interconnection Agreement for execution by the Producer, the party that will be responsible for the Generating Facility. PG&E may also require an inspection and testing of the Generating Facility and installation of any related Interconnection Facilities prior to giving the Producer written authorization to operate in parallel. **Unauthorized Parallel Operation may be dangerous and may result in injury to persons and/or may cause damage to equipment and/or property for which a Producer/Customer may be liable!**

Please note, other approvals may need to be acquired, and/or other agreements may need to be formed with PG&E or regulatory agencies, such as the Air Quality Management Districts and local governmental building and planning commissions, prior to operating a Generating Facility. PG&E's authorization to operate in parallel does not satisfy the need for an Applicant to acquire such other approvals.

- B. Required Documents:** Each of the following documents **are required to be submitted** before this application will be processed. Drawings must conform to accepted engineering standards and must be legible. Electronic documents are preferred.
1. A **Single-line drawing** showing the electrical relationship and descriptions of the significant electrical components such as the primary switchgear, secondary switchboard, protective relays, transformers, generators, circuit breakers, with operating voltages, capacities, and protective functions of the Generating Facility, the Customer's loads, and the interconnection with PG&E's Distribution System. Please show the location of all required net generation electric output meter(s) and the A.C. manual operated disconnect switch on the single line drawing, when required.
  2. **Site plans and diagrams** showing the physical relationship of the significant electrical components of the Generating Facility such as generators, transformers, primary switchgear/secondary switchboard, and control panels, the Customer's loads and the interconnection with PG&E's Distribution System. Please show the location of all required net generation electric output meter(s) and the A.C. manual operated disconnect switch on the site plans, when required.
  3. If transformers are used to interconnect the Generating Facility with PG&E's Distribution System, please provide **transformer nameplate information** (voltages, capacity, winding arrangements, connections, impedance, et cetera).
  4. If a **transfer switch** or scheme is used to interconnect the Generating Facility with PG&E Distribution System, please provide component descriptions, capacity ratings, and a technical description of how the transfer scheme is intended to operate.
  5. If **protective relays** are used to control the interconnection, provide protection diagrams or elementary drawings showing relay wiring and connections, proposed relay settings, and a description of how the protection scheme is intended to function.



# GENERATING FACILITY INTERCONNECTION APPLICATION FOR NON-EXPORT OR CERTAIN NET ENERGY METERED GENERATING FACILITIES (Between 30 KW and 1,000 KW)

6. A non-refundable \$800 Interconnection Request fee shall be invoiced and required, when applicable per Rule 21.

**C. Application Instructions:** Complete this application and enter this information into PG&E's web-based form. (PG&E strongly recommends preparing all information and materials before starting the online application.) The online web-based form can be found at:

<http://www.pge.com/mybusiness/customerservice/nonpgeutility/generateownpower/distributedgeneration/generationrule21/>

Questions concerning PG&E's Online Application process can be directed to the Electric Generation Interconnection Department at [rule21gen@pge.com](mailto:rule21gen@pge.com).

## Part II Selecting the Study Process<sup>1</sup>

Please check one:

- Fast Track Process.
- Detailed Study (not typical)
  - Will be either an Independent Study Process, Distribution Group Study Process or Transmission Cluster Study Process, dependent upon the Electrical Independence Tests.

## Part III– Identifying the Generating Facility Location and Responsible Parties

Project Name:	Date Received:	Generating Facility ID:	Application Expiration Date (Refer to Part III, Section E)

*(For PG&E Use Only)*

**A. Customer Electric Account Information** (What electric service will the Generating Facility be interconnected for parallel operation with PG&E? For aggregated electric accounts (under NEMBIO, dairy operations only) provide the primary and all associated accounts/meter information).

--	--	--

Name shown on PG&E service account

Electric Service Agreement ID number

Electric Badge (Meter) Number

*NOTE: Customer Electric account must match the customer's utility bill account information.*

--	--	--	--

Meter Location Street Address

City

State

Zip

## Part III Cont'd – Identifying the Generating Facility Location and Responsible Parties

<sup>1</sup> For selection of Study Process for Exporting Generating Facilities, please complete the Rule 21 Exporting Generating Facility Interconnection Request Form 79-1145.

## GENERATING FACILITY INTERCONNECTION APPLICATION FOR NON-EXPORT OR CERTAIN NET ENERGY METERED GENERATING FACILITIES (Between 30 KW and 1,000 KW)

**Please check all that apply:**

- A New Generating Facility interconnection (at an existing service).
- Physical Changes to an interconnected Generating Facility with previous approval by PG&E (adding PV panels, changing inverters/turbines or changing load and/or operations).
- A New interconnection in conjunction with a new service.
  - An **Application for Service** must be completed. Additional fees may be required if a service or line extension is required (in accordance with PG&E Electric Rules 15 and 16). Please contact PG&E at 1-800-PGE-5000.
- An Interconnection under Direct Access (DA).
  - Customers applying for interconnection who are served under Direct Access by an Electric Service Provider (ESP) must contact their ESP directly for information regarding the options available under their Direct Access contract.
- An Interconnection under Community Choice Aggregation Service (CCA Service).
  - Customers applying for interconnection who are served under Community Choice Aggregation Service (CCA Service) by a Community Choice Aggregator (CCA) must contact their CCA directly for information regarding the options available under their CCA Service Program.
- An interconnected non-exporting Generating Facility (load always exceeds generation).

**Customer Electric Account Contact Information**

(Who is the customer contact for progress updates and/or additional information?)

Contact Person		Company Name	
Phone	Fax	E-mail	
Mailing Address	City	State	Zip

**B. Project Contact Information** (Who is the project manager for this Generating Facility?)

Project Contact Person (Optional)		Company Name	
Phone	Fax	E-mail	
Mailing Address	City	State	Zip

B.1. Will the Generating Facility be owned by a (third) party other than the name appearing on the PG&E service account in A. above (please check)?  Yes  No

## GENERATING FACILITY INTERCONNECTION APPLICATION FOR NON-EXPORT OR CERTAIN NET ENERGY METERED GENERATING FACILITIES (Between 30 KW and 1,000 KW)

**Part III Cont'd – Identifying the Generating Facility Location and Responsible Parties**

**C.1. Customer-Generating Facility Interconnection Agreement (GFIA) or Customer Generation Agreement (CGA) (for 3<sup>rd</sup> Party Generator on Premises) Information** (Please identify the party that will execute the applicable agreement). CGA is not applicable to Net Energy Metering (NEM) Applicants because PG&E and the Customer, not the 3<sup>rd</sup> Party if any, must enter into the Net Energy Metering Interconnection Agreement.

Company Name to be entered on GFIA/CGA	Legal Title of Host Facility to be entered on GFIA/CGA
<b>Person Executing the GFIA/CGA</b>	<b>Title of Person Executing the GFIA/CGA</b>

<b>Mailing Address</b>	<b>Phone</b>	<b>E-Mail</b>

**C.2. 3<sup>rd</sup> Party Owner – GFIA Information** (Please identify the Party, if known, that will execute the GFIA). This Section is not applicable to Net Energy Metering (NEM) Applicants because PG&E and the Customer, not the 3<sup>rd</sup> Party if any, must enter into the Net Energy Metering Interconnection Agreement.

Company Name to be entered on GFIA/CGA	Legal Title of Company to be entered on GFIA/CGA
<b>Person Executing the GFIA</b>	<b>Title of Person Executing GFIA</b>

<b>Mailing Address</b>	<b>Phone</b>	<b>E-Mail</b>

**D. Operating Date** (What date is this Generating Facility expected to begin operation?)

**E. Expiration Date\*** (The date the status of this Application is changed to “withdrawn” by PG&E?)

- **The information submitted in this Application will remain active and valid consistent with the timelines specified in Rule 21.f.**

# GENERATING FACILITY INTERCONNECTION APPLICATION FOR NON-EXPORT OR CERTAIN NET ENERGY METERED GENERATING FACILITIES (Between 30 KW and 1,000 KW)

**Part IV - Describing the Generating Facility and Host Customer's Electrical Facilities**

A. (MP&I)	Indicate the operating mode of the Generating Facility	operating mode options:  ___1 ___2 ___3 ___4 (Choose one)
--------------	--	--

**Instructions and Notes**

Choose from the following operating mode options:

1. **Parallel Operation:** The Generating Facility will interconnect and operate "in parallel" with PG&E's Distribution System for more than one (1) second.
2. **Inadvertent Export:** The Generating Facility will interconnect and operate, providing unscheduled and uncompensated export of real power for a duration exceeding two (2) seconds but fewer than sixty (60) seconds. The expected frequency of "inadvertent export" occurrences should be less than two occurrences per 24-hour period. Protective Functions, technical requirements and operational limitations are described in Rule 21, Section M, Appendix One.
3. **Momentary Parallel Operation (MP):** The Generating Facility will interconnect and operate on a "momentary parallel" basis with PG&E's Distribution System for a duration of one (1) second or less through transfer switches or operating schemes specifically designed and engineered for such operation.
4. **Isolated Operation (I):** The Generating Facility will be "isolated" and prevented from becoming interconnected with PG&E's Distribution System through a transfer switch or operating scheme specifically designed and engineered for such operation.

If the answer is operating mode option 1, "parallel operation," please supply all of the information requested for the Generating Facility. Be sure to supply adequate information including diagrams and written descriptions regarding the protective relays that will be used to detect faults or abnormal operating conditions on PG&E's Distribution System.

If the answer is operating mode option 2 or 3, "momentary parallel operation" or "inadvertent export," only questions A, E and F of this Part IV and questions A, B, E, F, I, L, M, N, and S of Part V need be answered. Be sure, however, to supply adequate information including diagrams and written descriptions regarding the switching device or scheme that will be used to limit the parallel operation period to one second or less. Please also describe the back up or protective device and controls that will trip the Generating Facility should the transfer switch or scheme not complete the transfer in one second or less.

If the answer is operating mode option 4, "isolated operation," only questions A, E, and F of this Part IV and questions A, B, F, and S of Part V need be answered. Be sure, however, to supply adequate information including diagrams and written descriptions regarding the isolating switching device or scheme that will be used to prevent the Generating Facility from operating in parallel with PG&E's Distribution System.

B.  
*Parallel  
Operation  
Applications  
Only*

If the Answer to Section A above was operating mode option 1, please indicate the type of agreement that is being requested with this Application. If operating mode option 2, 3 or 4 was selected, please skip to questions E and F.

If Agreement options 2, 3, 5, 7, 8, or 9 to this Section B are chosen, please provide an estimate of the maximum kW the Generating Facility is expected to export to PG&E's Distribution System. If PG&E determines that the amount of power to be exported is significant in relation to the capacity available on its Distribution System, it may request additional information, including time of delivery or seasonal kW/kWh estimates.

**agreement options:**

\_\_\_1 \_\_\_2 \_\_\_3 \_\_\_4 \_\_\_5  
\_\_\_6 \_\_\_7 \_\_\_8 \_\_\_9  
(Choose all that apply)

\_\_\_\_\_  
Maximum kW



# GENERATING FACILITY INTERCONNECTION APPLICATION FOR NON-EXPORT OR CERTAIN NET ENERGY METERED GENERATING FACILITIES (Between 30 kW and 1000 kW)

## Part IV Cont'd - Describing the Generating Facility and Host Customer's Electrical Facilities

### Instructions and Notes

Sample agreements are available from PG&E for review. Choose from the following eight (8) agreement options:

#### **Customer Owned Generating Facility (non-NEM)**

1. **A Generating Facility Interconnection Agreement** that provides for parallel operation of the Generating Facility, but does not provide for exporting power to PG&E's Distribution System. This non-export agreement, however does allow the occasional and uncompensated export of energy to PG&E's Distribution System for less than 2 seconds in duration.
2. **A Generating Facility Interconnection Export Addendum** that provides for parallel operation of the Generating Facility and the **occasional, continuous, non-compensated, export of generator facilities sized 2 MW or less** to PG&E's Distribution System. Continuous export is export greater than 60 seconds in duration. This addendum must be executed in concert with Agreement 1.
3. **A Generating Facility Interconnection Agreement** that provides for parallel operation of the 3<sup>rd</sup> Party owned Generating Facility, but does not provide for exporting energy to PG&E's Distribution System. This agreement must be executed in addition to agreement 4.
4. **A Customer Generation Agreement** that defines the relationship between the Customer whose name appears on PG&E's electric service account. This agreement must be executed in addition to agreement 3.

#### **Net Energy Metering Generating Facility**

**If you wish to have your Generating Facility participate on one of PG&E's Net Energy Metering tariffs, following your bi-directional meter installation, your meter and disconnect switch, when required, must be installed in a safe PG&E accessible location and remain unobstructed by plants, structures, locked gates or pets. Meter and disconnect switch access must be maintained at all times for your safety and PG&E's electrical system safety. Additionally, unencumbered access is required for meter reading, system maintenance, and operations. Any animals owned by the customer, for example pet dogs, should be kept clear from these areas to avoid hindering PG&E service personnel from completing their work.**

Are there any meter access issues? Please check all that apply to avoid interconnection delays.

Dog, or other animals at Residence

Locked Gate

Shrubs or Bushes

Other (please explain) \_\_\_\_\_

5. **A Net Energy Metering Agreement: Solar and Wind**, that provides for parallel operation of the Generating Facility, and exporting energy to PG&E's Distribution System for credit under the terms of PG&E's Net Energy Metering tariffs pursuant to Public Utility Code Section 2827 for solar PV and/ or wind Generating Facilities greater than 30 kw to 1 MW or a Renewable Electrical Generation Facility (as defined in Schedule NEM) sized less than 1 MW, or any combination of these with a total size of no more than 1 MW per each applicable NEM tariff. This agreement also requires submittal of an expanded net energy metered supplemental application. This option is available only to eligible Generating Facilities as defined in PG&E's Net Energy Metering tariffs.
6. **A Net Energy Metering Agreement: Fuel Cell**, that provides for parallel operation of the Generating Facility, and exporting energy to PG&E's Distribution System for credit under the terms of PG&E's Net Energy Metering tariffs for fuel-cell Generating Facilities. This option is available only to eligible Generating Facilities as defined in PG&E's NEMFC tariff.
7. **Multiple Tariff Generating Facility Agreement**, that provides for the parallel operation of multiple Generating Facilities that are electrically connected behind the same Point of Common Coupling at least one of which is a Generating Facility eligible for service under NEM or other applicable Net Energy Metering tariffs, and may include a Generating Facility not eligible to receive service under a Net Energy Metering tariff.
8. **Other, please describe:** \_\_\_\_\_

## GENERATING FACILITY INTERCONNECTION APPLICATION FOR NON-EXPORT OR CERTAIN NET ENERGY METERED GENERATING FACILITIES (Between 30 kW and 1000 kW)

**Part IV Cont'd - Describing the Generating Facility and Host Customer's Electrical Facilities**

<p>C.</p> <p><i>Parallel Operation Applications Only</i></p>	<p>If the answer to Section B above was agreement option 1 or 4, please indicate the protection option that will be used to prevent energy from being exported to PG&amp;E's Distribution System.</p> <p>If protection option 3 to this Section C is selected, please provide the continuous current rating of the host Customer facility's service entrance equipment (service panel rating):</p> <p>If Protection Option 4 to this Section C is selected, please provide the minimum load of the host Customer facility:</p>	<p style="text-align: center;"><b>Protection Option:</b></p> <p style="text-align: center;">_1 _2 _3 _4 _5 (Choose one)</p> <p style="text-align: center;">_____ Amps</p> <p style="text-align: center;">_____ kW</p>
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Instructions and Notes

Refer to PG&E's Rule 21, Sections F.1-3 and Section G, for additional information as to how to answer this question. If the Generating Facility will never export power to PG&E's Distribution System, a simpler, lower cost, protection scheme may be used to control the interface between the Generating Facility and PG&E's Distribution System. Choose from the following five options:

1. A reverse-power protection device will be installed to measure any export of power and trip the Generating Facility or open an intertie breaker to isolate the Generating Facility if limits are exceeded.
2. An under-power protection device will be installed to measure the inflow of power and trip or reduce the output of the Generating Facility if limits are not maintained.
3. The Generating Facility Interconnection Facility equipment has been certified as non-islanding and the incidental export of power will be limited by the design of the interconnection. If this option is to be used, the continuous ampere rating of the service entrance equipment (service panel rating) that is used by the host Customer facility must be stated in the space provided above.
4. The Gross Nameplate Rating of the Generating Facility will not exceed 50% of the host Customer facility's minimum electrical load over the past 12 months. If this option is to be used, the minimum load of the host Customer facility must be stated in the space provided above.
5. The Generating Facility completely offset their facility load by being (a) optimally sized to meet their peak demand with load following functionality on the Generator controls and (b) ensuring conditional (inadvertent) export of electric power from the Generation Facility to Distribution Provider's Distribution or Transmission System occurs no more frequently than twice in any 24 hour period and the exports are greater than 2 seconds but no more than more than 60 seconds.

If this option is selected, you must also choose option 1 or 2.

Note: With the approval of PG&E, a Producer that wishes to retain the option to export power from a Generating Facility to PG&E's Distribution System may use a different protection scheme that provides for the detection of faults and other abnormal operating conditions.

<p>D.</p> <p><i>Parallel Operation Applications Only</i></p>	<p>What is the maximum 3-phase fault current that will be contributed by the Generating Facility to a 3-phase fault at the Point of Common Coupling (PCC)? (If the Generating Facility is single phase in design, please provide the contribution for a line-to-line fault).</p> <p>Please indicate the short circuit interrupting rating of the host Customer facility's service panel:</p>	<p style="text-align: center;">_____ Amps</p> <p style="text-align: center;">_____ Amps</p>
--	--	---

Instructions and Notes

Refer to PG&E's Rule 21, Section G, for significance and additional information. To determine this value, any transformers and/or significant lengths of interconnecting conductor used between each of the Generators (if there are more than one) that make up the

## GENERATING FACILITY INTERCONNECTION APPLICATION FOR NON-EXPORT OR CERTAIN NET ENERGY METERED GENERATING FACILITIES (Between 30 kW and 1000 kW)

**Part IV Cont'd - Describing the Generating Facility and Host Customer's Electrical Facilities**

Generating Facility and the PCC must be taken into account. The details, impedance, and arrangement of such transformers and interconnecting conductors should be shown on the single-line diagram that is provided. Consult an electrical engineer or the equipment supplier if assistance is needed in answering this question.

It is expected that most Applicants will want to reserve the flexibility to operate any or all of their Generators in parallel. If the design of the proposed Generating Facility limits the amount of generation that may be interconnected at any time to PG&E's Distribution System, please describe the assumptions used in calculating the maximum fault current contribution value.

E. (MP&I)	Please indicate how this Generating Facility will be operated.	__1 __2 __3 __4 __5 __6  (Please choose all options that may apply.)
--------------	--	--

Choose from the following seven operation options:

1. **Combined Heat and Power or Cogeneration** – Where the operation of the Generating Facility will produce thermal energy for a process other than generating electricity.
2. **Peak Shaving/Demand Management** – Where the Generating Facility will be operated primarily to reduce electrical demands of the host Customer facility during PG&E's peak pricing periods.
3. **Primary Power Source** – Where the Generating Facility will be used as the primary source of electric power and power supplied by PG&E to the host Customer's loads will be required for supplemental, standby, or backup power purposes only.
4. **Standby / Emergency / Backup** – Where the Generating Facility will normally be operated only when PG&E's electric service is not available.
5. **Net Energy Metering** – Where the Generating Facility qualifies and receives service under PG&E's Net Energy Metering tariffs. For applicants for service under Schedule NEM as described in Part 3 B (7.) and (9.), a supplemental application (Form Number 79-998) is also required.
6. **RES-BCT** – Where the Generating Facility will be operated with no on-site electrical load (other than station load).
7. **Multiple Tariff** - Generating Facilities that have one or more Net Energy Metering (NEM) generator(s) and optionally a non-Net Energy Metering (non-NEM) generator(s). Check one of the following four options on the next sheet.

For **Multiple Tariff** Generating Facilities, check one of the following:

- New facility installing non-NEM generator(s) and NEM generator(s) at the same time.
- Existing facility with non-NEM generator(s) and planning to add NEM generator(s). Please provide data for the table below.
- Existing facility with NEM generator(s) and planning to add non-NEM generator(s). Please provide data for the table below.
- Existing facility with NEM generator(s) and planning to add NEM generator(s) under a different NEM tariff. Please provide data for the table below.

## GENERATING FACILITY INTERCONNECTION APPLICATION FOR NON-EXPORT OR CERTAIN NET ENERGY METERED GENERATING FACILITIES (Between 30 kW and 1000 kW)

### Part IV Cont'd - Describing the Generating Facility and Host Customer's Electrical Facilities

Instructions (From Part V)	Generator Information	Existing Generator Type	Existing Generator Type	New Generator Type	New Generator Type	Generating Facility Totals
#	Please indicate the number of each type of Generator being installed: (see Instructions)					
A	Generator/Inverter Manufacturer					
B	Generator/Inverter Model					
C	Generator/Inverter software Version					
D	Is the Generator/Inverter certified	<input type="checkbox"/> Yes <input type="checkbox"/> No				
E	Generator design	<input type="checkbox"/> Synch <input type="checkbox"/> Induct. <input type="checkbox"/> Inverter				
F	Gross Nameplate Rating					
G	Operating Voltage					
H	Power Factor rating					
I	PF Adjustment Range					
J	Wiring Configuration					

## GENERATING FACILITY INTERCONNECTION APPLICATION FOR NON-EXPORT OR CERTAIN NET ENERGY METERED GENERATING FACILITIES (Between 30 kW and 1000 kW)

### Part IV Cont'd - Describing the Generating Facility and Host Customer's Electrical Facilities

Instructions (From Part V)	Generator Information	Existing Generator Type	Existing Generator Type	New Generator Type	New Generator Type
K (MP)	3-Phase Winding Configuration (Choose One)	<input type="checkbox"/> 3 Wire Delta <input type="checkbox"/> 3 Wire Wye <input type="checkbox"/> 4 Wire Wye	<input type="checkbox"/> 3 Wire Delta <input type="checkbox"/> 3 Wire Wye <input type="checkbox"/> 4 Wire Wye	<input type="checkbox"/> 3 Wire Delta <input type="checkbox"/> 3 Wire Wye <input type="checkbox"/> 4 Wire Wye	<input type="checkbox"/> 3 Wire Delta <input type="checkbox"/> 3 Wire Wye <input type="checkbox"/> 4 Wire Wye
L (MP)	Neutral Grounding System Used (Choose One)	<input type="checkbox"/> Ungrounded <input type="checkbox"/> Solidly Grounded <input type="checkbox"/> Ground Resistor _____ Ohms	<input type="checkbox"/> Ungrounded <input type="checkbox"/> Solidly Grounded <input type="checkbox"/> Ground Resistor _____ Ohms	<input type="checkbox"/> Ungrounded <input type="checkbox"/> Solidly Grounded <input type="checkbox"/> Ground Resistor _____ Ohms	<input type="checkbox"/> Ungrounded <input type="checkbox"/> Solidly Grounded <input type="checkbox"/> Ground Resistor _____ Ohms
M	<i>Synchronous Generators Only:</i>  Synchronous Reactance:  Transient Reactance:  Subtransient Reactance:	_____ (Xd %) _____ (X'd %) _____ (X''d %)			
N	<i>Induction Generators Only:</i> Locked Rotor Current: Stator Resistance: Stator Leakage Reactance: Rotor Resistance: Rotor Leakage Reactance:	_____ (Amps) _____ (%) _____ (%) _____ (%) _____ (%)			
O	Short Circuit Current Produced by Generator:	_____ (Amps)	_____ (Amps)	_____ (Amps)	_____ (Amps)
P	<i>For Generators that are Started as a "Motor" Only</i>  1. In-Rush Current:  2. Host Customer's Service Entrance Panel (Main Panel) Continuous Current Rating:	_____ (Amps) _____ (Amps)	_____ (Amps) _____ (Amps)	_____ (Amps) _____ (Amps)	_____ (Amps) _____ (Amps)
Q (MP&I)	Prime Mover Type: (Circle One)	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15

## GENERATING FACILITY INTERCONNECTION APPLICATION FOR NON-EXPORT OR CERTAIN NET ENERGY METERED GENERATING FACILITIES (Between 30 kW and 1000 kW)

**Part IV Cont'd - Describing the Generating Facility and Host Customer's Electrical Facilities**

Instructions (From Part V)	Generator Information	Existing Generator Type	Existing Generator Type	New Generator Type	New Generator Type
R	AC Disconnect	_____ Manufacturer  _____ Model #  _____ Rating (amps)	_____ Manufacturer  _____ Model #  _____ Rating (amps)	_____ Manufacturer  _____ Model #  _____ Rating (amps)	_____ Manufacturer  _____ Model #  _____ Rating (amps)
S	Photovoltaic (PV) Panel	_____ Manufacturer  _____ Model #  _____ Nameplate Rating (kW/unit)  _____ CEC Rating (kW/unit)  _____ Quantity of Panels  _____ Total Capacity (kW)	_____ Manufacturer  _____ Model #  _____ Nameplate Rating (kW/unit)  _____ CEC Rating (kW/unit)  _____ Quantity of Panels  _____ Total Capacity (kW)	_____ Manufacturer  _____ Model #  _____ Nameplate Rating (kW/unit)  _____ CEC Rating (kW/unit)  _____ Quantity of Panels  _____ Total Capacity (kW)	_____ Manufacturer  _____ Model #  _____ Nameplate Rating (kW/unit)  _____ CEC Rating (kW/unit)  _____ Quantity of Panels  _____ Total Capacity (kW)
T	Lineside Tap	___ Yes  ___ No	___ Yes  ___ No	___ Yes  ___ No	___ Yes  ___ No

F. (MP&I)	Please indicate if Qualifying Facility (QF) Status will be obtained from the FERC for this Generating Facility.	___ Yes  ___ No
--------------	---	-----------------------

**Instructions and Notes**

Parties operating Generating Facilities (QF) complying with all of the requirements for qualification as either a small power production facility or cogeneration facility pursuant to the regulations of the FERC (18 Code of Federal Regulations Part 292, Section 292.203 et seq.) implementing the Public Utility Regulatory Policies Act of 1978 (16 U.S.C.A. Section 796, et seq.), or any successor requirements for Qualifying Facilities, may seek certification from FERC to have the Generating Facility designated as a Qualifying Facility or "QF." In summary, QFs are Generating Facilities using renewable or alternative fuels as a primary energy source or facilities that utilize the thermal energy given off by the generation process for some other useful purpose. QFs enjoy certain rights and privileges not available to non-QF Generating Facilities.

QF status is not required to interconnect and operate in parallel with PG&E's Distribution System.

## GENERATING FACILITY INTERCONNECTION APPLICATION FOR NON-EXPORT OR CERTAIN NET ENERGY METERED GENERATING FACILITIES (Between 30 kW and 1000 kW)

### Part IV Cont'd - Describing the Generating Facility and Host Customer's Electrical Facilities

G.	Please indicate if Generating Facility will meet the annual Efficiency and Operating Standards of PUC Code 216.6 (Applicable to Cogeneration Only)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
----	--	---

### Part V – Instructions for Describing the Generators

	Generator Information	Instructions and Comments
#	Please indicate the number of each "type" of Generator being installed:	Please provide the following information for each Generator "type". Be sure all Generators classified as one "type" are identical in all respects. If only one type of Generator is to be used, only one column needs to be completed. Please be sure the information in the "Totals" column is correct and reflects the total number of Generator units to be installed.
A	Generator/Inverter Manufacturer	Enter the brand name of the Generator.
B	Generator/Inverter Model	Enter the model name or number assigned by the manufacturer of the Generator.
C	Generator/Inverter Software Version	If this Generator's control and or protective functions are dependent on a software program supplied by the manufacturer of the equipment, please provide the version or release number for the software that will be used.
D	Is the Generator Certified by a Nationally Recognized Testing Laboratory (NRTL) according to Rule 21?	Answer "Yes" only if the Generator manufacturer can or has provided certification data. See PG&E's Rule 21, Section L for additional information regarding Generator certification.
E	Generator Design	Please indicate the design of each Generator. Designate "Inverter" anytime an inverter is used as the interface between the Generator and the electric system regardless of the primary power production/storage device used.
F	Gross Nameplate Rating (kVA)	This is the capacity value normally supplied by the manufacturer and stamped on the Generator's nameplate. This value is not required where the manufacturer provides only a kW rating. However, where both kVA and kW values are available, please indicate both.
G	Operating Voltage	This value should be the voltage rating designated by the manufacturer and used in this Generating Facility. Please indicate phase-to-phase voltages for 3-phase installations. See PG&E's Rule 21, Section H.2.b. and Table H.1., for additional information.

## GENERATING FACILITY INTERCONNECTION APPLICATION FOR NON-EXPORT OR CERTAIN NET ENERGY METERED GENERATING FACILITIES (Between 30 kW and 1000 kW)

### Part V – Cont'd Instructions for Describing the Generators

	Generator Information	Instructions and Comments
H	Power Factor Rating	This value should be the nominal power factor rating designated by the manufacturer for the Generator. See PG&E's Rule 21, Section H.2.i. for additional information.
I	PF Adjustment Range	Where the power factor of the Generator is adjustable, please indicate the maximum and minimum operating values. See PG&E's Rule 21, Section H.2.i.
J	Wiring Configuration	Please indicate whether the Generator is a single-phase or three-phase device. See PG&E's Rule 21, Section H.3.
K	3-Phase Winding Configuration	For three-phase generating units, please indicate the configuration of the Generator's windings or inverter systems.
L	Neutral Grounding	Wye connected generating units are often grounded – either through a resistor or directly, depending upon the nature of the electrical system to which the Generator is connected. If the grounding method used at this facility is not listed, please attach additional descriptive information.
M	<i>For Synchronous Generators Only:</i>	If the Generator is of a synchronous design, please provide the synchronous reactance, transient reactance, and subtransient reactance values supplied by the manufacturer. This information is necessary to determine the short circuit contribution of the Generator and as data in load flow and short circuit computer models of PG&E's Distribution System. If the Generator's Gross Nameplate Capacity is 10 MW or greater, PG&E may request additional data to better model the nature and behavior of the Generator with relation to its Distribution System.
N	<i>For Induction Generators Only:</i>	If the Generator is of an induction design, please provide the "locked rotor current" value supplied by the manufacturer. If this value is not available, the stator resistance, stator leakage reactance, rotor resistance, rotor leakage reactance values supplied by the manufacturer may be used to determine the locked rotor current. If the Generator's Gross Nameplate Capacity is 10 MW or greater, PG&E may request additional data to better model the nature and behavior of the Generator with relation to its Distribution System.
O	Short Circuit Current Produced by Generator	Please indicate the current each Generator can supply to a three-phase fault across its output terminals. For single phase Generators, please supply the phase-to-phase fault current.

## GENERATING FACILITY INTERCONNECTION APPLICATION FOR NON-EXPORT OR CERTAIN NET ENERGY METERED GENERATING FACILITIES (Between 30 kW and 1000 kW)

### Part V – Cont’d Instructions for Describing the Generators

	Generator Information	Instructions and Comments
P	<p><i>For Generators that are Started as a “Motor” Only:</i></p> <ol style="list-style-type: none"> <li>1. In-Rush Current</li> <li>2. Host Customer’s Service Entrance Panel (Main Panel) Continuous Current Rating</li> </ol>	<p>This information is needed only for Generators that are started by “motoring” the generator.</p> <p>See PG&amp;E’s Rule 21, Sections L.3.d. and L.7.b. for significance and additional information.</p> <p>If this question was answered in Part IV, question C of this Application, it need not be answered here.</p>
Q	Prime Mover Type	<p>Please indicate the type and fuel used as the prime mover or source of energy for the Generator.</p> <ol style="list-style-type: none"> <li>1 = Internal Combustion Engine – Natural Gas</li> <li>2 = Internal Combustion Engine – Diesel Fueled</li> <li>3 = Internal Combustion Engine - Other Fuel</li> <li>4 = Microturbine– Natural Gas</li> <li>5 = Microturbine – Other Fuel</li> <li>6 = Combustion Turbine Natural Gas</li> <li>7 = Combustion Turbine - Other Fuel</li> <li>8 = Steam Turbine</li> <li>9 = Photovoltaic Panels</li> <li>10 = Solar-thermal engine</li> <li>11 = Fuel Cell– Natural Gas</li> <li>12 = Fuel Cell– Other Fuel</li> <li>13 = Hydroelectric Turbine</li> <li>14 = Wind Turbine</li> <li>15 = Other (please describe)</li> </ol>
R	AC Disconnect	For systems requiring an AC Disconnect only, please include the requested information about the AC Disconnect.
S	Photovoltaic (PV) Panel	For PV systems only, please include requested information about the PV panels.
T	Lineside Tap	PG&E has special requirements for a lineside tap. Contact PG&E at: <a href="mailto:Rule21Gen@PGE.Com">Rule21Gen@PGE.Com</a> for more information.



**Sample Electric Form No. 79-1117**  
Six Month Notice to Transfer to Direct Access Service

Sheet 1

**Please Refer to Attached  
Sample Form**



# SIX MONTH NOTICE TO TRANSFER TO DIRECT ACCESS SERVICE

DISTRIBUTION:

REFERENCE:

- XXXX
- XXXX
- XXXX
- XXXX
- \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

This signed and completed form notifies Pacific Gas and Electric Company (PG&E) of your intent to transfer your service account(s) to Direct Access (DA) service. Within twenty (20) days of receipt, PG&E will notify you of the status of your *Six Month Notice To Transfer To Direct Service* (Notice). If your Notice has been accepted, the confirmation from PG&E will specify the date by which your Electric Service Provider (ESP) must submit a Direct Access Service Request (DASR) to PG&E in order to transfer your service account(s) to DA service. This is important information that you will need to provide to your ESP to complete your request. This date is significant because if PG&E does not receive a DASR by this date, your service account(s) will be switched to Transitional Bundled Service (TBS) for a period of up to sixty (60) days. If a DASR is not received by the end of this sixty (60) day period, then your six month notice to return to DA service will be cancelled, and the cancellation will serve as your six month notice to return to bundled portfolio service. You will be subject to Transitional Bundled Commodity pricing<sup>1</sup> for a period of six (6) months and then begin a new eighteen (18) month commitment period on bundled portfolio service.

In the event the available annual Load Cap for transferring to DA Service for the current or subsequent phase-in year, if applicable, has been met at the time PG&E receives your Notice, your Notice will be rejected and your service account(s) will not be eligible to transfer to DA Service.

Please consider this my six month notice to transfer the service account(s) listed below to DA service. I understand that my Electric Service Provider must submit a Direct Access Service Request (DASR) on my behalf prior to the specified date in order to complete the transfer. I understand the rules and conditions as set forth in PG&E's electric Rule 22.1.<sup>2</sup> Once received by PG&E, this Notice may be rescinded within three (3) business days by contacting PG&E at (800) 468-4743.

### Required Customer Information:

Name On Account: \_\_\_\_\_

Service Agreement Number: \_\_\_\_\_

Service Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Customer's Email Address: \_\_\_\_\_

**Note:** For customers providing a six month notice for more than one (1) service agreement, please use the supplemental service agreement list provided in Attachment A to list the additional service agreement(s). An electronic spreadsheet may be submitted to list additional service agreements in lieu of this Attachment A. In the event the annual Load Cap cannot accommodate the load associated with all listed service agreements, PG&E will process the service agreements in the order they are listed on any/all attachments.

### Customer or Authorized Agent Signature<sup>3</sup>:

Signature: \_\_\_\_\_

Type/Print Name & Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Daytime Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Date Of Signature: \_\_\_\_\_

**E-mail completed form to: DANOI@pge.com or FAX your completed form to: (209) 476-7698**

<sup>1</sup> Transitional Bundled Commodity pricing is defined in rate Schedule TBCC.

<sup>2</sup> PG&E electric Rule 22.1 is available on [www.pge.com](http://www.pge.com).

<sup>3</sup> If a six month notice is submitted by a third-party on behalf of the customer, a signed and executed *Authorization to Receive Customer Information or Act Upon a Customer's Behalf* Form (Form No. 79-1095) must be submitted with this Notice.



SIX MONTH NOTICE TO TRANSFER TO DIRECT ACCESS SERVICE Attachment A – Supplemental Account List

(An electronic spreadsheet may be submitted to list additional service agreements in lieu of this Attachment A.)

Important: All Service Accounts on the Supplemental Account List must be for the same customer of record (a customer of record will be distinguished by the Federal Tax Identification number listed in PG&E's customer information system). Any Service Accounts not under the same Federal Tax ID will be rejected and must be resubmitted on a separate Six Month Notice.

Additional Service Accounts (listed by Service Agreement Number):

Service Agreement Number:
Service Address:
City, State, Zip:



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Advice Letter No: 4270-E  
 Decision No.

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

Date Filed August 29, 2013  
 Effective \_\_\_\_\_  
 Resolution No. \_\_\_\_\_



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**ADVICE 4270-E  
ATTACHMENT 2**

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32467-E	Electric Schedule E-CBP	Replaced "Energy Service Provider" with "Electric Service Provider."
31430, 30744, 31431, 25521-E	Electric Schedule E-CCAINFO	Revised title from "Information Release to Community Choice Providers" to "Information Release to Community Choice Aggregators."
31448-E	Electric Schedule E-Credit	Replaced "energy service providers (ESPs)" with "Electric Service Provider (ESP)".
14847-E	Electric Schedule E-DASR	Replaced "energy service providers" with "Electric Service Providers."
32472, 32477, 32480-E	Electric Schedule E-DBP	Replaced "Energy Service Provider" with "Electric Service Provider."
32472-E		Second paragraph after Item 4, replace "Energy Service Provider (ESP)" with "ESP".
32696-32700-E	Electric Schedule E-ESP	Revised title from "Services To Energy Service Providers" to "Services to Electric Service Providers."
32696-E		Under "Applicability" replaced "energy service providers" with "Electric Service Providers."
30394-30395-E	Electric Schedule E-ESPNSF	Revised title from "Energy Service Provider Non-discretionary Service Fees" to "Electric Service Provider Non-discretionary Service Fees."
30394-E		Under "Applicability" replaced "energy service providers" with "Electric Service Providers."

**ADVICE 4270-E  
ATTACHMENT 2**

<b>CANCELLED TARIFF SHEET NO.</b>	<b>TARIFF</b>	<b>REVISION/ADDITIONAL INFORMATION</b>
Electric Schedules (Cont'd.)		
29619-E	Electric Schedule E-LRAO	Replaced "Energy Service Providers" with "Electric Service Providers" in the line 1 of paragraph 1. Replaced "Energy Service Provider (ESP)" with "ESP" in line 1 of paragraph 2.
32067-E 30780-E	Electric Schedule NEM	Replaced "Energy Service Providers" with "Electric Service Providers."  Replaced "Energy Service Providers (ESP) Charges" with "Electric Service Provider (ESP) Charges."
32440-E	Electric Schedule NEMFC	Replaced "Energy Service Providers" with "Electric Service Providers".
31550, 31563-E	Electric Schedule NEMV	Replaced "Energy Service Providers" with "Electric Service Providers."
32070-E	Electric Schedule NEMVMASH	Replaced "Energy Service Providers" with "Electric Service Providers".

**ADVICE 4270-E  
ATTACHMENT 2**

<b>CANCELLED TARIFF SHEET NO.</b>	<b>TARIFF</b>	<b>REVISION/ADDITIONAL INFORMATION</b>
<b>Electric Rules</b>		
32759-E	Electric Rule 22	Replaced "Energy Service Provider Agreement" with "Electric Service Provider (ESP) Service Agreement."
25529*, 39059-E	Electric Rule No. 23	Replaced "Energy Service Providers" with "Electric Service Providers".
<b>Electric Forms</b>		
28262-E	Electric Form No. 79-948: Energy Service Provider (ESP) Service Agreement	Revised title from "Energy Service Provider (ESP) Service Agreement" to "Electric Service Provider (ESP) Service Agreement."  On the line 1 of the Introduction, replaced "'Energy Service Provider (ESP) Service Agreement" with "Electric Service Provider (ESP) Service Agreement."  In Section 10, line 1, replaced "Energy Service Provider (ESP) Service Agreement" with "Electric Service Provider (ESP) Service Agreement."  In Section 18.1, line 1, replaced "Energy Service Provider" with "ESP."
32723-E	Electric Form No. 79-974: Generating Facility Interconnection Application For Non-Export Or Certain Net Energy Metered Generating Facilities (Between 30 kW and 1,000 kW)	In "Part III, Identifying the Generating Facility Location and Responsible Parties, Option 4, An Interconnection Under Direct Access (DA)" replaced "'Energy Service Provider" with "Electric Service Provider."
32147-E	Electric Form No. 79-1117 Six-Month Notice To Transfer To Direct Access Service	On the line 3 of paragraph one and line 1 of paragraph three on page 1, replaced "'Energy Service Provider" with "Electric Service Provider."

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

1st Light Energy	Division of Ratepayer Advocates	Occidental Energy Marketing, Inc.
AT&T	Douglass & Liddell	OnGrid Solar
Alcantar & Kahl LLP	Downey & Brand	Pacific Gas and Electric Company
Anderson & Poole	Ellison Schneider & Harris LLP	Praxair
BART	G. A. Krause & Assoc.	Regulatory & Cogeneration Service, Inc.
Barkovich & Yap, Inc.	GenOn Energy Inc.	SCD Energy Solutions
Bartle Wells Associates	GenOn Energy, Inc.	SCE
Bear Valley Electric Service	Goodin, MacBride, Squeri, Schlotz & Ritchie	SDG&E and SoCalGas
Braun Blaising McLaughlin, P.C.	Green Power Institute	SPURR
CENERGY POWER	Hanna & Morton	San Francisco Public Utilities Commission
California Cotton Ginners & Growers Assn	In House Energy	Seattle City Light
California Energy Commission	International Power Technology	Sempra Utilities
California Public Utilities Commission	Intestate Gas Services, Inc.	SoCalGas
California State Association of Counties	Kelly Group	Southern California Edison Company
Calpine	Linde	Spark Energy
Casner, Steve	Los Angeles Dept of Water & Power	Sun Light & Power
Center for Biological Diversity	MAC Lighting Consulting	Sunshine Design
City of Palo Alto	MRW & Associates	Tecogen, Inc.
City of San Jose	Manatt Phelps Phillips	Tiger Natural Gas, Inc.
Clean Power	Marin Energy Authority	TransCanada
Coast Economic Consulting	McKenna Long & Aldridge LLP	Utility Cost Management
Commercial Energy	McKenzie & Associates	Utility Power Solutions
County of Tehama - Department of Public Works	Modesto Irrigation District	Utility Specialists
Crossborder Energy	Morgan Stanley	Verizon
Davis Wright Tremaine LLP	NLine Energy, Inc.	Water and Energy Consulting
Day Carter Murphy	NRG Solar	Wellhead Electric Company
Defense Energy Support Center	Nexant, Inc.	Western Manufactured Housing Communities Association (WMA)
Dept of General Services	North America Power Partners	