

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE  
SAN FRANCISCO, CA 94102-3298



March 7, 2013

**Advice Letter 3343-G/4141-E**

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: Revisions to Standard Forms and Notices Consistent with D.11-05-018**

Dear Mr. Cherry:

Advice Letter 3343-G/4141-E is effective as of November 15, 2012.

Sincerely,

A handwritten signature in cursive script that reads "Edward F. Randolph".

Edward F. Randolph, Director  
Energy Division



**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

November 15, 2012

**Advice 3343-G/4141-E**

(Pacific Gas and Electric Company ID U 39 M)

Public Utilities Commission of the State of California

**Subject:** Revisions to Standard Forms and Notices consistent with Decision 11-05-018

**Purpose**

Pacific Gas and Electric Company (PG&E) hereby submits for filing revisions to filed forms and notices consistent with the undertaking to comply with Ordering Paragraph (OP) 33 of Decision (D.)11-05-018, which approved the Memorandum of Understanding (MOU) between PG&E and Disability Rights Advocates (DisabRA) in PG&E's 2011 General Rate Case filing. In the MOU, PG&E agreed to include key information in large print on standardized notices sent to customers. PG&E agreed to provide key information on as many standard written notices as could reasonably be achieved given constraints on time and document space.

This Advice Letter and the modifications proposed herein will assist visually impaired customers through the addition of a large print title and/or tagline. Additional minor revisions clean up outdated references, including obsolete communication information and PG&E contact and mailing information. Some forms have been amended to allow customers to view and submit information electronically.

Attachment 1 includes a matrix of the forms and the type of revision made to each form. Attachment 2 lists the affected tariffs.

**Background**

As part of the 2011 General Rate Case (GRC) proceeding, PG&E entered into an MOU (dated May 26, 2010) with DisabRA and filed joint testimony that was included in PG&E's 2011 GRC filing (Application 09-12-020, Exhibit No: PG&E-16). The MOU addressed disability access issues raised by DisabRA and resolved through direct negotiations between PG&E and DisabRA during the course of the 2011 GRC proceedings. D.11-05-018 included OP 33 that approved the MOU between PG&E and DisabRA.

Section D.1 of the MOU addresses written correspondence to PG&E customers and states the following:

***Key Information in Large Print***

*Throughout the Compliance Period, PG&E will use reasonable efforts to include key information in large print on written notices sent to customers. This key information will notify the customer of the subject of the written notice, including information that a response is required, if appropriate. Key information in large print will be provided on as many standard written notices as can reasonably be achieved given constraints on time and document space. This Section does not apply to customer notices regarding risk of service disconnection, which are being addressed separately in R.10-02-005, pending before the CPUC.*

**Tariff Revisions**

PG&E is submitting revised forms in phases so as not to inundate the California Public Utilities Commission (Commission) staff with a voluminous number of documents.

In this filing, PG&E is submitting for approval the first 113 identified forms and notices. Modifications to the forms and notices include the addition of a large print title and/or tagline, reformatting of the headers, changes to the footers, and page reformatting to accommodate the modifications. Revisions to the form names on the cover sheets were also made to match that of the form/notice name.

For contracts, modification to the signature section on some forms provides consistency among the contracts. In addition, PG&E's Gas Operations departments' contact and mailing information on many of the wholesale gas forms and agreements allow for revisions to reflect ongoing relocations. For some forms, PG&E has added e-mail and electronic posting capabilities for the customer.

In most instances, no changes or revisions were made to the language within the body of each document. All revisions to the tariffed forms are non-substantive and do not affect a rate, charge, term, or condition under the tariff.

To maintain PG&E's commitment to the environment, PG&E is proposing to exhaust existing stock of hard copy forms before reprinting new ones. Forms that are maintained and stored through electronic means only will be converted forthwith after receiving approval from the Commission.

**Protests**

Anyone wishing to protest this filing may do so by letter sent via U.S. mail, by facsimile or electronically, any of which must be received no later than **December 5, 2012**, which is 20 days after the date of this filing. Protests should be mailed 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 of protests also should be mailed to the attention of the Director, Energy Division, Room 4004, at the address shown above.

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

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

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

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 Service List A.09-12-020 and I.10-07-027. 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. Send all electronic approvals to PGETariffs@pge.com. Advice letter filings can also be accessed electronically at: <http://www.pge.com/tariffs/>.

Handwritten signature of Brian Cherry in cursive script.

Vice President, Regulatory Relations

**Attachments**

cc: Service Lists A.09-12-020 and I.10-07-027  
Melissa Kasnitz, Center for Accessible Technology

# CALIFORNIA PUBLIC UTILITIES COMMISSION

## ADVICE LETTER FILING SUMMARY ENERGY UTILITY

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

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

Utility type:

ELC

GAS

PLC

HEAT

WATER

Contact Person: **Shirley Wong**

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

E-mail: **slwb@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) #: **3343-G/4141-E**

Tier: **1**

Subject of AL: **Revisions to Standard Forms and Notices consistent with Decision 11-05-018**

Keywords (choose from CPUC listing): Compliance, Forms

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

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #: **Decision 11-05-018**

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: **November 15, 2012**

No. of tariff sheets: **129**

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: **Sample Forms (See Attachment 2.)**

Service affected and changes proposed:

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

Advice 3343-G/4141-E  
Attachment 1  
Summary of Revisions To Forms/Notices

Form#	Name	Tariff			Type of Revisions Made To Form								
		Electric Form	Gas Form	Gas & Electric Form	Added Large Print Title	Added Large Print Tagline	Revised Form Title	Revised Cover Sheet Title	Revised Headers	Revised Footer	Revised Signature Section	Added E-Mail Contact Information	Modified PG&E Contact Information
62-0579	Design / Construction Change Order Request		X	X			X	X	X	X	X		
62-0684	Application for Service -- Residential Subdivision/Development		X	X					X	X			
62-0685	Application for Service -- Commercial/Industrial Development		X	X					X	X			
62-0686	Application for Service -- Agricultural Service		X	X					X	X			
62-0687	Application for Service -- Existing Service Relocate/ Change Service		X	X			X	X	X	X			
62-0980	Distribution and Service Extension Agreement - Declarations		X	X			X	X	X	X			
62-0982	Distribution and Service Extension Agreement - Provisions		X	X					X	X			
62-4042	Surety Bond / Bill Guaranty		X	X				X	X	X			
62-4501	Absolving Service Agreement		X	X					X	X	X		
62-4527	Agreement to Perform Tariff Schedule Related Work		X	X					X	X	X		
79-255	Agreement for Installation or Allocation of Special Facilities		X	X					X	X	X		
79-280	Agreement for Installation or Allocation of Special Facilities for Parallel Operation of Nonutility-Owned Generation and/or Electrical Standby Service (Electric Rule 2 and 21)	X			X				X	X	X	X	
79-285	Special Agreement for Electrical Standby Service	X			X				X	X	X		
79-702	Agreement for Installation or Allocation of Special Facilities for Parallel Operation of Nonutility-Owned Generation and/or Electrical Standby Service (Electric Rule 2 and 21) - Appendix A, Detail of Special Facilities Charges	X			X				X	X	X	X	
79-762	Imbalance Trading Form for Schedule G-BAL Service		X		X				X	X			X
79-796	Notice of Gas Storage Inventory Transfer		X		X				X	X			X
79-845	Core Gas Aggregation Service Agreement		X		X				X	X			
79-845A	Core Gas Aggregation Service Agreement Attachment A - Customer Authorization for Core Gas Aggregation Service		X		X				X	X	X		
79-845C	Core Gas Aggregation Service Agreement Attachment C - Assignment of Firm Pipeline Capacity		X		X				X	X	X		
79-845D	Core Gas Aggregation Service Agreement Attachment D - Core Firm Storage Declarations Allocation, Assignment or Rejection of Storage for CTA		X		X				X	X	X		
79-845F	Core Gas Aggregation Service Agreement Attachment F - Formal Communications Between Parties		X		X				X	X	X		
79-845G	Core Gas Aggregation Service Agreement Attachment G - Optional Assignment to Core Transport Agent of Firm Northern Pipeline Path Capacity		X		X				X	X	X		
79-845H	Core Gas Aggregation Service Agreement Attachment H - Authorization for Early Termination		X		X				X	X	X		
79-845I	Core Gas Aggregation Service Agreement Attachment I - Certification of Alternate Resources for Rejected Storage Withdrawal Capacity		X		X				X	X	X		
79-845J	Core Gas Aggregation Service Agreement Attachment J - Declaration of Alternate Firm Winter Capacity		X		X				X	X	X		
79-845K	Core Gas Aggregation Service Agreement Attachment K - Core Transport Agent Billing Agreement		X		X				X	X	X		
79-845L	Core Gas Aggregation Service Agreement Attachment L - Consolidated PG&E Billing		X		X				X	X	X		
79-847	Transmission Load Operating Agreement	X			X				X	X	X	X	
79-858	ID Theft Affidavit		X		X	X	X	X	X	X			
79-866	Gas Transmission Service Agreement		X		X				X	X			X
79-866A	Gas Transmission Service Agreement Exhibit A - Gold Coast Firm or As-Available Transportation Service		X		X				X	X	X		
79-866B	Gas Transmission Service Agreement Exhibit B - Negotiated Gold Coast Transportation Service		X		X				X	X	X		
79-866C	Gas Transmission Service Agreement Exhibit C - Golden Gate Market Center Parking/Lending Service		X		X				X	X	X		
79-866E	Gas Transmission Service Agreement Exhibit E - Golden Gate Market Center Negotiated Firm Storage Service		X		X				X	X	X		
79-866F	Gas Transmission Service Agreement Exhibit F - Golden Gate Market Center Negotiated As-Available Storage Service		X		X				X	X	X		
79-866J	Gas Transmission Service Agreement Exhibit J - Golden Gate Market Center Standard Firm Storage Service		X		X				X	X	X		
79-866K	Gas Transmission Service Agreement Exhibit K - Negotiated Gold Coast Delivery Service to Off-System End-Use Customer		X		X				X	X	X		
79-867	Assignment of Gas Transmission Services		X		X				X	X		X	
79-868	California Gas Transmission Credit Application		X		X				X	X			X

Advice 3343-G/4141-E  
Attachment 1  
Summary of Revisions To Forms/Notices

Form#	Name	Tariff			Type of Revisions Made To Form								
		Electric Form	Gas Form	Gas & Electric Form	Added Large Print Title	Added Large Print Tagline	Revised Form Title	Revised Cover Sheet Title	Revised Headers	Revised Footer	Revised Signature Section	Added E-Mail Contact Information	Modified PG&E Contact Information
79-869	Noncore Balancing Aggregation Agreement	X			X				X	X		X	X
79-869A	Noncore Balancing Aggregation Agreement Exhibit A - Customer Balancing Agent Service Authorization	X			X			X	X	X			X
79-869B	Noncore Balancing Aggregation Agreement Exhibit B - Termination of Balancing Agent Service Authorization	X			X			X	X	X			X
79-875	Application and Agreement for Electric and/or Natural Gas Facilities Where Full Advance Payment is Required - Rule 13 - Temporary Service		X		X			X	X	X			
79-941	Nomination Authorization Form	X			X			X	X				X
79-944	California Production Balancing Agreement	X			X			X	X				
79-946	California Production Cumulative Imbalance Trading Form	X			X			X	X				X
79-947	Request for California Gas Transmission Market Center Balance Transfer	X			X		X	X	X	X			X
79-957	Electric Distribution Service Line Lease Agreement	X			X			X	X	X			
79-967	Electronic Billing Customer Agreement	X			X			X	X				
79-971	Election for Self-Balancing Option	X			X			X	X				
79-972	Agreement for Unmetered Electrical Service	X			X			X	X	X			
79-982	Electronic Commerce System User Agreement	X			X			X	X		X		X
79-982B	Electronic Commerce System User Agreement Exhibit B - Access Request Form	X			X			X	X	X			
79-983	Request for Reclassification From Noncore Service to Core Service	X			X			X	X	X			
79-997	Interconnection Agreement for Net Energy Metering of Biogas Digester Generating Facilities	X			X			X	X	X	X		
79-998	Renewable and Expanded Net Energy Metering (NEM) Supplemental Application	X			X			X	X				
79-999	Agreement for Limited Optional Remote Metering Service	X			X			X	X	X			
79-1006	Transferred Municipal Departing Load Nonbypassable Charge Statement	X			X			X	X				
79-1007	Request to Install or Energize Street Light Schedule: LS-1, LS-2 and OL-1. Energy Billing Information for Initial and Subsequent Installations	X			X			X	X	X			
79-1008	Request to De-Energize or Remove Street Light Schedule: LS-1, LS-2 and OL-1 Energy Billing Information	X			X			X	X	X			
79-1010	Interconnection Agreement for Net Energy Metering of Fuel Cell Generating Facilities	X			X			X	X	X			
79-1011	Notice to Return to PG&E Bundled Service	X			X			X	X				
79-1014	Direct Access Customer Relocation/Replacement Declaration	X			X			X	X				
79-1018	Residential Rule 16 Electric/Gas Single Service Extensions		X		X	X		X	X				
79-1026	Authorization to Revise Nominating Marketer on Exhibit C&D of Form 79-756-- Natural Gas Service Agreement	X			X			X	X	X			X
79-1027	Third-Party Notification Letter of Unpaid Charges (15 Days Notice)		X		X	X		X	X	X			
79-1028	Third Party Notification Letter of Unpaid Charges (48 Hours Notice)		X		X	X		X	X	X			
79-1041	Notice of Bill Guarantee Termination	X			X			X	X	X			
79-1043	Irrevocable Standby Letter of Credit		X		X			X	X				
79-1048	Agreement for Unmetered Low Wattage Equipment Connected to Customer-Owned Street Light Facilities	X			X			X	X	X			
79-1048A	Attachment A - Agreement for Unmetered Low Wattage Equipment Connected to Customer-Owned Street Light Facilities	X			X			X	X	X			
79-1048B	Attachment B - Agreement for Unmetered Low Wattage Equipment Connected to Customer-Owned Street Light Facilities	X			X			X	X	X			
79-1049	Agreement to Install Applicant Requested Common Special Facilities - Gas and Electric Rule 2		X		X			X	X	X	X		
79-1089	Independent Storage Providers (ISP) - PG&E Exchange Agreement	X			X		X	X	X	X			
79-1090	G-ESISP Service Agreement	X			X			X	X				
79-1091	G-ESISP Service Relocation Agreement	X			X			X	X				
79-1100	Electric Rule 21 - Agreement to Install Applicant Requested NGOM Special Facilities for Solar Performance Metering	X			X			X	X	X	X		
79-1102	Section 399.20 Power Purchase Agreement	X			X			X	X	X			
79-1103	Small Renewable Generator Power Purchase Agreements	X			X			X	X	X	X		
79-1105	Agreement For Unmetered Electric Service To Seasonal Lighting Loads Connected To Festoon Outlets On Pacific Gas And Electric Company's Street Light Facilities	X			X			X	X	X			
79-1107	Streetlight Application for Service	X			X			X	X				
79-1110	Reactive Demand Charge Exemption Form	X			X			X	X				
79-1113	Agreement to Perform Tariff Schedule Related Work, Rule 20A Electric Panel Service Conversions	X			X			X	X	X	X		
79-1116	Customer Assignment Notification	X			X			X	X				
79-1117	Six Month Notice to Transfer to Direct Access Service	X			X			X	X	X			

Advice 3343-G/4141-E  
Attachment 1  
Summary of Revisions To Forms/Notices

Form#	Name	Tariff			Type of Revisions Made To Form								
		Electric Form	Gas Form	Gas & Electric Form	Added Large Print Title	Added Large Print Tagline	Revised Form Title	Revised Cover Sheet Title	Revised Headers	Revised Footer	Revised Signature Section	Added E-Mail Contact Information	Modified PG&E Contact Information
79-1121	Power Purchase and Sales Agreement - Contract For Eligible CHP Facilities with Net Output of Not Greater Than 5 MW	X			X		X	X	X	X	X		
79-1122	Agreement for Economic Development Incentive on Electric Service	X			X				X	X	X		
79-1132	Request for Manual Modification Process for Independent Storage Provider Injection (per Gas Rule 21, B.3.i)		X		X				X	X			
79-1133	Request for Manual Modification Process for Independent Storage Provider Withdrawal (per Gas Rule 21, B.3.i)		X		X				X	X			
79-1134	Request for Manual Modification Process for PG&E Injection (per Gas Rule 21, B.3.i)		X		X				X	X			
79-1135	Request for Manual Modification Process for PG&E Withdrawal(per Gas Rule 21, B.3.i)		X		X				X	X			
79-1138	Power Purchase and Sale Agreement - Contract For Eligible CHP Facilities with Power Rating of Less Than 500 KW	X			X		X	X	X	X	X		
79-1139	Notice of Payment Default		X		X	X			X	X			
79-1140	CTA Unrecovered Capacity Cost Invoice		X		X					X			

**ATTACHMENT 1  
Advice 3343-G**

<b>Cal P.U.C. Sheet No.</b>	<b>Title of Sheet</b>	<b>Cancelling Cal P.U.C. Sheet No.</b>
29981-G	Gas Sample Form No. 62-0579 Design/Construction Change Order Request	21087-G
29982-G	Gas Sample Form No. 62-0684 Application for Service -- Residential Subdivision/Development	27553-G
29983-G	Gas Sample Form No. 62-0685 Application for Service -- Commercial/Industrial Development	27554-G
29984-G	Gas Sample Form No. 62-0686 Application for Service -- Agricultural Service	27555-G
29985-G	Gas Sample Form No. 62-0687 Application for Service -- Existing Service Relocate/Change Service	27556-G
29986-G	Gas Sample Form No. 62-0980 Distribution Service and Extension Agreement Declarations Sheet 1	27148-G
29987-G	Gas Sample Form No. 62-0982 Distribution and Service Extension Agreement - Provisions	22381-G
29988-G	Gas Sample Form No. 62-4042 Surety Bond/Bill Guaranty	24070-G
29989-G	Gas Sample Form No. 62-4501 Absolving Service Agreement	5518-G
29990-G*	Gas Sample Form No. 62-4527 Agreement to Perform Tariff Schedule Related Work	13667-G
29991-G	Gas Sample Form No. 79-255 Agreement for Installation or Allocation of Special Facilities	11041-G
29992-G	Gas Sample Form No. 79-762 Imbalance Trading Form for Schedule G-BAL Service	19787-G
29993-G	Gas Sample Form No. 79-796 Notice of Gas Storage Inventory Transfer	19378-G

**ATTACHMENT 1  
Advice 3343-G**

<b>Cal P.U.C. Sheet No.</b>	<b>Title of Sheet</b>	<b>Cancelling Cal P.U.C. Sheet No.</b>
29994-G	Gas Sample Form No. 79-845 Core Gas Aggregation Service Agreement	29692-G
29995-G	Gas Sample Form No. 79-845A Core Gas Aggregation Service Agreement ATTACHMENT A - Customer Authorization for Core Gas Aggregation Service	29693-G
29996-G	Gas Sample Form No. 79-845C Core Gas Aggregation Service Agreement ATTACHMENT C - Assignment of Firm Pipeline Capacity	29694-G
29997-G	Gas Sample Form No. 79-845D Core Gas Aggregation Service Agreement ATTACHMENT D - Core Firm Storage Declarations Allocation, Assignment or Rejection of Storage for CTA	29695-G
29998-G	Gas Sample Form No. 79-845F Core Gas Aggregation Service Agreement ATTACHMENT F - Formal Communications Between Parties	29696-G
29999-G	Gas Sample Form No. 79-845G Core Gas Aggregation Service Agreement ATTACHMENT G - Optional Assignment to Core Transport Agent of Firm Northern Pipeline Path Capacity	29152-G
30000-G	Gas Sample Form No. 79-845H Core Gas Aggregation Service Agreement ATTACHMENT H - Authorization for Early Termination	25118-G
30001-G	Gas Sample Form No. 79-845I Core Gas Aggregation Service Agreement ATTACHMENT I - Certification of Alternate Resources for Rejected Storage Withdrawal Capacity	29697-G
30002-G	Gas Sample Form No. 79-845J Core Gas Aggregation Service Agreement ATTACHMENT J - Declaration of Alternate Firm Winter Capacity	29698-G

**ATTACHMENT 1  
Advice 3343-G**

<b>Cal P.U.C. Sheet No.</b>	<b>Title of Sheet</b>	<b>Cancelling Cal P.U.C. Sheet No.</b>
30003-G	Gas Sample Form No. 79-845K Core Gas Aggregation Service Agreement ATTACHMENT K - Core Transport Agent Billing Agreement	29699-G
30004-G	Gas Sample Form No. 79-845L Core Gas Aggregation Service Agreement ATTACHMENT L - Consolidated PG&E Billing	26668-G
30005-G	Gas Sample Form No. 79-858 ID Theft Affidavit	22988-G
30006-G	Gas Sample Form No. 79-866 Gas Transmission Service Agreement	22265-G
30007-G	Gas Sample Form No. 79-866A Gas Transmission Service Agreement EXHIBIT A - Gold Coast Firm or As-Available Transportation Service	22265-G
30008-G	Gas Sample Form No. 79-866B Gas Transmission Service Agreement EXHIBIT B - Negotiated Gold Coast Transportation Service	22265-G
30009-G	Gas Sample Form No. 79-866C Gas Transmission Service Agreement EXHIBIT C - Golden Gate Market Center Parking/Lending Service	22265-G
30010-G	Gas Sample Form No. 79-866E Gas Transmission Service Agreement EXHIBIT E - Golden Gate Market Center Negotiated Firm Storage Service	22265-G
30011-G	Gas Sample Form No. 79-866F Gas Transmission Service Agreement EXHIBIT F - Golden Gate Market Center Negotiated As-Available Storage Service	22265-G
30012-G	Gas Sample Form No. 79-866J Gas Transmission Service Agreement EXHIBIT J - Golden Gate Market Center Standard Firm Storage Service	22265-G

**ATTACHMENT 1  
Advice 3343-G**

<b>Cal P.U.C. Sheet No.</b>	<b>Title of Sheet</b>	<b>Cancelling Cal P.U.C. Sheet No.</b>
30013-G	Gas Sample Form No. 79-866K Gas Transmission Service Agreement EXHIBIT K - Negotiated Gold Coast Delivery Service to Off-System End-Use Customers	22265-G
30014-G	Gas Sample Form No. 79-867 Assignment of California Gas Transmission Services	18296-G
30015-G	Gas Sample Form No. 79-868 California Gas Transmission Credit Application	22995-G
30016-G	Gas Sample Form No. 79-869 Noncore Balancing Aggregation Agreement	22650-G
30017-G	Gas Sample Form No. 79-869A Noncore Balancing Aggregation Agreement EXHIBIT A - Customer Balancing Agent Service Authorization	22650-G
30018-G	Gas Sample Form No. 79-869B Noncore Balancing Aggregation Agreement EXHIBIT B - Termination of Balancing Agent Service Authorization	22650-G
30019-G	Gas Sample Form No. 79-875 Application and Agreement for Electric and/or Natural Gas Facilities Where Full Advance Payment is Required Rule 13 - Temporary Service	27257-G
30020-G	Gas Sample Form No. 79-941 Nomination Authorization Form	18299-G
30021-G	Gas Sample Form No. 79-944 California Production Balancing Agreement	22088-G
30022-G	Gas Sample Form No. 79-946 California Production Cumulative Imbalance Trading Form	18304-G
30023-G	Gas Sample Form No. 79-947 Request for California Gas Transmission Market Center Balance Transfer	19379-G
30024-G	Gas Sample Form No. 79-967 Electronic Billing Customer Agreement	29528-G

**ATTACHMENT 1  
Advice 3343-G**

<b>Cal P.U.C. Sheet No.</b>	<b>Title of Sheet</b>	<b>Cancelling Cal P.U.C. Sheet No.</b>
30025-G	Gas Sample Form No. 79-971 Election for Self-Balancing Option	22651-G
30026-G	Gas Sample Form No. 79-982 Electronic Commerce System User Agreement	20647-G
30027-G	Gas Sample Form No. 79-982B Electronic Commerce System User Agreement Exhibit B Access Request Form	20647-G
30028-G	Gas Sample Form No. 79-983 Request for Reclassification From Noncore Service to Core Service	21983-G
30029-G	Gas Sample Form No. 79-1018 Residential Rule 16 Electric/Gas Single Service Extensions	23190-G
30030-G	Gas Sample Form No. 79-1026 Authorization to Revise Nominating Marketer Authorization to Revise Nominating Marketer on Exhibits C and D of Form 79-756--Natural Gas Service Agreement	22940-G
30031-G	Gas Sample Form No. 79-1027 Third-Party Notification Letter of Unpaid Charges (15-Day Notice)	22986-G
30032-G	Gas Sample Form No. 79-1028 Third-Party Notification Letter of Unpaid Charges (48 Hour Notice)	22987-G
30033-G	Gas Sample Form No. 79-1041 Notice of Bill Guarantee Termination	23184-G
30034-G	Gas Sample Form No. 79-1043 Irrevocable Standby Letter of Credit	23186-G
30035-G	Gas Sample Form No. 79-1049 Agreement to Install Applicant Requested Common Special Facilities - Gas and Electric Rule 2	29282-G
30036-G	Gas Sample Form No. 79-1089 Independent Storage Providers (ISP) - PG&E Exchange Agreement	24366-G
30037-G	Gas Sample Form No. 79-1090 G-ESISP Service Agreement	24367-G

**ATTACHMENT 1  
Advice 3343-G**

<b>Cal P.U.C. Sheet No.</b>	<b>Title of Sheet</b>	<b>Cancelling Cal P.U.C. Sheet No.</b>
30038-G	Gas Sample Form No. 79-1091 G-ESISP Service Relocation Agreement	24368-G
30039-G	Gas Sample Form No. 79-1132 CALIFORNIA GAS TRANSMISSION -- Request for Manual Modification Process for Independent Storage Provider (ISP) Injection (Per Gas Rule 21, B.3.i) Sheet 1	29237-G
30040-G	Gas Sample Form No. 79-1133 CALIFORNIA GAS TRANSMISSION -- Request for Manual Modification Process for Independent Storage Provider (ISP) Withdrawal (Per Gas Rule 21, B.3.i) Sheet 1	29238-G
30041-G	Gas Sample Form No. 79-1134 PACIFIC GAS AND ELECTRIC COMPANY CALIFORNIA GAS TRANSMISSION -- Request for Manual Modification Process for PG&E Injection (per Gas Rule 21, B.3.i) Sheet 1	29239-G
30042-G	Gas Sample Form No. 79-1135 CALIFORNIA GAS TRANSMISSION -- Request for Manual Modification Process for PG&E Withdrawal (Per Gas Rule 21, B.3.i) Sheet 1	29240-G
30043-G	Gas Sample Form No. 79-1139 Notice of Payment Default Sheet 1	29700-G
30044-G	Gas Sample Form No. 79-1140 CTA Unrecovered Capacity Cost Invoice Sheet 1	29530-G
30045-G*	GAS TABLE OF CONTENTS Sheet 1	29976-G
30046-G	GAS TABLE OF CONTENTS Sheet 8	29289-G
30047-G	GAS TABLE OF CONTENTS Sheet 9	29738-G

**ATTACHMENT 1  
Advice 3343-G**

<b>Cal P.U.C. Sheet No.</b>	<b>Title of Sheet</b>	<b>Cancelling Cal P.U.C. Sheet No.</b>
30048-G	GAS TABLE OF CONTENTS Sheet 10	29705-G
30049-G*	GAS TABLE OF CONTENTS Sheet 11	29706-G
30050-G	GAS TABLE OF CONTENTS Sheet 13	29867-G



**Gas Sample Form No. 62-0579**  
Design/Construction Change Order Request

(T)

**Please Refer to Attached  
Sample Form**

Advice Letter No: 3343-G  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



# DESIGN / CONSTRUCTION CHANGE ORDER REQUEST

Project Title: \_\_\_\_\_

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

Order #: \_\_\_\_\_

Prepared by (print): \_\_\_\_\_

Phone #: \_\_\_\_\_

Location of Change: \_\_\_\_\_

Check all that apply:

Electric  Gas  Design  Construction

Description of Change or additional work: (e.g. flopped lot, trench occupant change, etc.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Description of Estimated Costs	Cost	Tax
<b>Total Estimated Cost of Change</b>		

This change requires detailed cost development.

Date Requested for Design/Construction Change: \_\_\_\_\_

We the undersigned, as a principal or agent for the owner, hereby authorize PG&E to perform the above described work and agree to make payment within thirty (30) days from the receipt of this invoice. This agreement does not supersede or cancel any other applicable contract terms and conditions. If at any time during construction or thereafter, a change in condition exists that would deviate from PG&E standards as described in G.O. 95, 112E, 128, or the Gas and Electric Service Requirements specifications, PG&E will notify the applicant, make the needed modifications or repairs and prepare a change order for billing at the applicant's expense.

This agreement is effective when accepted and executed by PG&E.

## PACIFIC GAS AND ELECTRIC COMPANY

\_\_\_\_\_  
Company

\_\_\_\_\_  
Executed for PG&E by (Print)

\_\_\_\_\_  
Work Authorized by (print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Phone Number



**Gas Sample Form No. 62-0684**  
Application for Service -- Residential Subdivision/Development

**Please Refer to Attached  
Sample Form**

Advice Letter No: 3343-G  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_





# APPLICATION FOR SERVICE RESIDENTIAL SUBDIVISIONS / DEVELOPMENT

## Credit Information (Party responsible for energy use after the meter is installed)

Name to appear on bill                      Day Phone(                      )                      \*Evening Phone (                      )  
(First Name, Middle Initial, Last Name)

Individual     Partnership     Corporation     Limited Liability Corporation     Governmental Agency     Sole Proprietor  
 Other

Mailing address for bill                      City                      State                      Zip

\*Does the customer currently have service with PG&E?  No                       Yes

\*If yes, please provide the PG&E Account Number

\*Do you want the new service included on your existing bill?  No                       Yes

\*Desired Electric Rate Schedule                      \*Desired Gas Rate Schedule

If you want additional information on rate options or want to request a free rate analysis, visit <http://www.pge.com/myhome/myaccount/rateinfo/> or call 1-877-PGE-SRVC. If a rate schedule is not selected, PG&E will select an applicable rate schedule.

## Application and Design and Installation Options

As an applicant for new gas or electric service, you can choose either PG&E or a qualified contractor to design new gas/electric distribution and/or service facilities. You can also choose either PG&E or a qualified contractor to construct all or a portion of new gas/electric distribution and/or service facilities. PG&E will provide you with a bid for the design and the construction work, to assist you in making a selection. You will then have the opportunity to choose either a qualified contractor to perform the design/or construction work. In accordance with PG&E's filed tariffs, electric trenching, conduits, substructures and gas service trenching are the applicant's responsibility. Once you make a decision about who will perform the work, if you subsequently change your selection, you will be responsible for any re-engineering charges incurred as a result of that change.

You should become familiar with the applicant design installation requirements, including PG&E's Applicant Design Guide and General Terms and Conditions, before you make your selection. For copies of these documents and/or for additional information, visit [www.pge.com/mybusiness/customerservice/otherrequests/newconstruction/processguide/step1/appdes.shtml](http://www.pge.com/mybusiness/customerservice/otherrequests/newconstruction/processguide/step1/appdes.shtml) or request information by calling 1-877-PGE-SRVC.

*PG&E must provide project specific information to design contractors. PG&E can provide this information sooner if we know whether or not you are considering using a design contractor to design gas/electric distribution or service facilities.*

*Providing this information on this Application is voluntary and is not binding. PG&E will provide you with a bid for the design work regardless of whether or not you answer this question now and will not require a final decision from you until later in the process.*

Are you currently planning to use a design contractor? Yes                      No

# APPLICATION FOR SERVICE RESIDENTIAL SUBDIVISIONS / DEVELOPMENT

## Construction Information

\*\*Please note if you have selected "Electric Overhead Service" without "Gas Service" all trench related questions become optional fields.

Joint trench drawing to be prepared by:  Applicant  PG&E  Not required

Who will trench and backfill for the distribution facilities?  Applicant / Elec  PG&E / Elec  Date Joint Trench Required

Proposed distribution trench occupants or joint pole occupants: (check all that apply)  Electric  Gas  Phone  CATV

Other

Who will install distribution conduit and substructures?  Applicant  PG&E

Who will trench and backfill for the service facilities?  Applicant / Gas  PG&E / Gas  Date Joint Trench Required

Applicant / Elec  PG&E / Elec

Proposed service trench occupants or joint pole occupants: (check all that apply)  Electric  Gas  Phone  CATV

Other

Who will install service conduit and substructures?  Applicant  PG&E  Date Joint Trench Required

\*Transformer type requested:  Padmounted  Subsurface (additional Special Facilities charges may apply)

***Water, sanitary sewer, storm drain, low pressure gas, oil or other fluid carrying piping or facilities or private utilities (e.g. fire alarm, private streetlight systems, private phone, private CATV or gate controllers) are not permitted in a PG&E occupied joint trench.***

## General Construction Information

Include on this application any eligible Rule 20B or Rule 20C conversion work or any eligible relocation work.

\*Will temporary electric service be required?  No  Yes Date needed

\*Will temporary gas service be required?  No  Yes Date needed

If, yes please complete the following:

\*Will Temporary Service power be operated for less than one year?  No  Yes  Not Sure Date needed

\*Have you ever completed a temporary power project with us before?  No  Yes

\*Who will trench and backfill for Temporary Service?

Applicant/Gas  PG&E/Gas

Applicant/Electric  PG&E/Electric

### Electric Temporary Services

\*Panel, Main Breaker Size \_\_\_\_\_ amps

\*Will Applicant or Contractor Install Pole?  No  Yes

### Gas Temporary Services

\*Gas Service Delivery Pressure Requested:  ¼ psig  other

\*Number of Meters at each service location?

# APPLICATION FOR SERVICE RESIDENTIAL SUBDIVISIONS / DEVELOPMENT

\*Total Gas Load

Will existing PG&E electric overhead facilities require undergrounding?  No  Yes  Not sure Date needed

Will any existing PG&E gas or electric facilities require relocation or removal?  No  Yes  Not sure Date needed

Average square footage                      Largest square footage

IN THE EVENT THAT APPLICANT SHALL MAKE ANY MATERIAL CHANGE EITHER IN THE AMOUNT OR CHARACTER OF THE APPLIANCES OR APPARATUS INSTALLED UPON THE PREMISES TO BE SUPPLIED BY PG&E, INCLUDING PANEL SIZE, APPLICANT SHALL IMMEDIATELY GIVE PG&E WRITTEN NOTICE OF THIS FACT.

### Electric Load Information

Main Switch Size (Meter Panel & Service Termination Enclosure)                      amps

Voltage: (select one)       120/240 Volt, 3-wire, 1Ø                       120/208 Volt, 3-wire, 1Ø                       240/120 Volt, 4-wire, 3Ø  
 208/120 Volt, 4-wire, 3Ø                       480/277 Volt, 4-wire, 3Ø

**Check all that apply:**

Standard residential loads (Lighting, Electric Oven, Electric Range, Refrigerator, Freezer, Dish Washer, Laundry Dryer, Electric Water Heater)

Air Conditioner (            tons)                       Domestic Water Pump (            hp)                       Pool / Spa (            kW)

Other electric heat (            kW)                       Heat Pump (            tons)                       Electric Vehicle (            kW)

On-Demand Water Heating (            kW)                       NGV Compressor (            hp)

Other electric load (specify)                      Number of meters needed

### Common Usage Area Electric Load Information

Lift Station                       Club House                       Park Site                       Sprinkler / Irrigation Controls (must be metered)

Street Lighting                       Area Lighting                       Other (Specify)

### \* Street Light Load Information

Number of street lights to be added in development                      Watts per lamp                      Number of existing street lights to be removed

Bulb type:  High Pressure Sodium Vapor                       Low Pressure Sodium Vapor                       Mercury Vapor                       Metal Halide

Incandescent                       Other \_\_\_\_\_

What rate schedule will the lights be placed on?  LS1                       LS2                       OL1                       LS3                       Other                      (additional forms may be required)

Who is responsible for the street light billing?

Billing address for streetlights                      City                      State                      Zip

**Important Note:** For city or county owned street lighting, a letter will be required from the city/county accepting ownership of the lighting, which includes the date of acceptance and states they will be responsible for the billing. Until the letter is received and dated with the city/county acceptance, the billing will be placed in the applicant's name and billed according to the rate schedule requested once the lights have been energized.



# APPLICATION FOR SERVICE RESIDENTIAL SUBDIVISIONS / DEVELOPMENT

**IMPORTANT NOTE: Do NOT install your electric main switch or gas house line until the meter location is approved by PG&E.**

## Self-Generation and Net Metering Options

If you are planning to install any self generation equipment, photovoltaic, or wind generation, additional applications for interconnection to PG&E's electric system must be submitted and approved by PG&E prior to engineering for your new construction project. The information you provide on your generation interconnection application may affect the final PG&E design for your project.

For information on PG&E's net metering programs, including eligibility guidelines, generation interconnection program application forms, links to the California Public Utilities Commission, Energy Commission and the US Department of Energy, visit [www.pge.com/b2b/newgenerator/](http://www.pge.com/b2b/newgenerator/) or contact PG&E's Generation Interconnection Services at (415) 972-5676.

Are you planning to install any self generation equipment? Yes  No

If yes, please provide us with an estimate of the Generation proposed for this project.

\*Total # of generation units                      \*Total output of all generation                      \*kW Generation Type

## Attachment – 2 copies required

- A. Complete set of subdivision improvement plans, including grading plans. Plans should include location of water, sewer, and storm drains. (Include 3 ½ "high-density disk with AutoCAD 2000i.dwg file of the site plan.)
- B. Tract map showing all easements, rights-of-way, property lines, etc.
- C. Detailed site plan showing roads, sidewalks, driveways, location of fire hydrants and other structures, and proposed future improvements.
- D. Landscaping plans including sprinkler controller meter location.
- E. Streetlight and traffic signal plans.
- F. Title 24 Utility Report or building permit.
- G. Copies of all environmental permits and/or conditions of approval.

Applicant is responsible for identifying all environmental requirements within said permits, approvals and/or conditions. For additional information visit <http://www.pge.com/myhome/customerservice/other/newconstruction/>

## Agreement to Pay and Signature

**I understand that service will be engineered and installed based upon the information provided here. I agree to pay PG&E, on demand, for all work PG&E performs and all costs PG&E incurs for this application for service. PG&E may cancel this Application for Service (a) if the application is incomplete and I do not provide all necessary supporting documents and project data after being notified by PG&E, (b) if I fail to provide an engineering advance within ninety days after one is requested by PG&E, or (c) if PG&E sends a proposed contract and I do not return the contract, with the required payment, within ninety days. If the project is postponed or cancelled, by either party, I will pay PG&E for all such work and costs incurred by PG&E prior to the postponement or cancellation. PG&E's costs may include, for example, labor, material and supplies, (including long lead time materials), transportation, and other direct costs which PG&E allocates to such work. Incomplete information or any changes made at my request during the engineering, or after it is completed, will subject me to additional charges and may delay the establishment of service. I further agree to pay for any damage to new or existing PG&E facilities caused by my contractors or me. Service shall be subject to all of PG&E's applicable tariff schedules on file with and authorized by the California Public Utilities Commission (CPUC) and shall at all times be subject to such changes or modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.**

I understand that PG&E may require an engineering advance to cover some or all of its costs for project review, design work and cost development in connection with this application for service. I understand that any advance will be based upon current costs and the amount of work anticipated by PG&E based upon the information submitted in this application. I understand that any advance will be credited against the amount I owe, applied to the amount I may owe on the resulting line extension agreement, or refunded to me without interest when PG&E has completed its engineering work or if the project has been cancelled or postponed.

**I have read the above information. I understand and agree with the provisions and my responsibilities.**

Applicant's Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_  
First Name, Middle Initial, Last Name



**Gas Sample Form No. 62-0685**  
Application for Service -- Commercial/Industrial Development

**Please Refer to Attached  
Sample Form**

Advice Letter No: 3343-G  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



# APPLICATION FOR SERVICE COMMERCIAL / INDUSTRIAL DEVELOPMENT

Please complete this application and submit the completed form and attachments to PG&E Application for Service at P.O. Box 24047, Fresno, CA, 93779-4047. You may also submit applications at [www.pge.com/mybusiness/customerservice/otherrequests/newconstruction/](http://www.pge.com/mybusiness/customerservice/otherrequests/newconstruction/) or call 1-877-PGE-SRVC.

\*Indicates optional fields.

## Project Type

- Commercial Service (new)     Commercial/Industrial Development     Commercial/Industrial Service Upgrade (additional load / equipment)  
 Industrial Service (new)     Mixed Use Commercial/Residential    Number of Buildings    Number of Electric Services

## Project Information

- Gas Service     Electric Overhead Service     Electric Underground Service    Date Initial Service Needed

Project Address or Lot Number    City    County    Zip

Nearest Cross Street

\*Assessor's Parcel No.    \* Building Permit No.

Applicant / Company Name

- Individual     Partnership     Corporation     Limited Liability Corporation     Governmental Agency  
 Sole Proprietor     Other

Day Phone (    )    \*Cell Phone (    )    \*Fax (    )    \*Email address

(Correspondence will be sent via e-mail )

Applicant Address    City    State    Zip

## Contract Information

Legal name to appear on contract

- Individual     Partnership     Corporation     Limited Liability Corporation     Governmental Agency  
 Sole Proprietor     Other

\*State of incorporation or LLC

Name of person authorized to sign contracts    \* Title

(First Name, Middle Initial, Last Name)

Mailing address for contract    City    State    Zip

## Representative Information (Party who will relay project information and updates to the PG&E representative)

Name of Representative

Day Phone (    )    \*Cell Phone (    )    \*Fax (    )    \*Email address

Mailing address    City    State    Zip

\*Contractor's Name    \*Contractor's Phone (    )



# APPLICATION FOR SERVICE COMMERCIAL / INDUSTRIAL DEVELOPMENT

## Credit Information (Party responsible for energy use after the meter is installed)

Name/Company Name to appear on bill      Day Phone (      )      \*Evening Phone (      )

(First Name, Middle Initial, Last Name)

Individual     Partnership     Corporation     Limited Liability Corporation     Governmental Agency  
 Sole Proprietor     Other

Mailing address for bill      City      State      Zip

Does the customer currently have service with PG&E?  No     Yes

\*If yes, please provide the PG&E Account Number

\*Do you want the new service included on your existing bill?   No      Yes

\*NAICS (North America Industrial Classification System ) Code      \*Business Activity

\*Desired Electric Rate Schedule      \*Desired Gas Rate Schedule

If you want additional information on rate options or want to request a free rate analysis, visit

<http://www.pge.com/mybusiness/myaccount/rates/> or call 1-877-PGE-SRVC. If a rate schedule is not selected, PG&E will select an applicable rate schedule.

## Applicant Design and Installation Options

As an applicant for new gas or electric service, you can choose either PG&E or a qualified contractor to design new gas/electric distribution and/or service facilities. You can also choose either PG&E or a qualified contractor to construct all or a portion of new gas/electric distribution and/or service facilities. PG&E will provide you with a bid for the design and the construction work, to assist you in making a selection. You will then have the opportunity to choose either a qualified contractor to perform the design/or construction work.

In accordance with PG&E's filed tariffs, electric trenching, conduits, substructures and gas service trenching are the applicant's responsibility. Once you make a decision about who will perform the work, if you subsequently change your selection, you will be responsible for any re-engineering charges incurred as a result of that change.

You should become familiar with the applicant design installation requirements, including PG&E's Applicant Design Guide and General Terms and Conditions, before you make your selection. For copies of these documents and/or for additional information, visit Document, Preliminary Statement Part A [www.pge.com/newconstruction/processguide/step1/appdes.shtml](http://www.pge.com/newconstruction/processguide/step1/appdes.shtml) or request information by calling 1-877-PGE-SRVC.

*PG&E must provide project specific information to design contractors. PG&E can provide this information sooner if we know whether or not you are considering using a design contractor to design gas/electric distribution or service facilities.*

*Providing this information on this Application is voluntary and is not binding. PG&E will provide you with a bid for the design work regardless of whether or not you answer this question now and will not require a final decision from you until later in the process.*

Are you currently planning to use a design contractor? Yes      No

## APPLICATION FOR SERVICE COMMERCIAL / INDUSTRIAL DEVELOPMENT

### Construction Information

\*\*Please note if you have selected "Electric Overhead Service" without "Gas Service" all trench related questions become optional fields.

Joint trench drawing to be prepared by:  Applicant  PG&E  Not required

Who will trench and backfill for the distribution facilities?  Applicant / Elec  PG&E / Elec  Date Joint Trench Required

Proposed distribution trench occupants or joint pole occupants: (check all that apply)  Electric  Gas  Phone  CATV  
 Other

Who will install distribution conduit and substructures?  Applicant  PG&E

Who will trench and backfill for the service facilities?  Applicant / Gas  PG&E / Gas  Date Joint Trench Required  
 Applicant / Elec  PG&E / Elec

Proposed service trench occupants or joint pole occupants: (check all that apply)  Electric  Gas  Phone  CATV  
 Other

Who will install service conduit and substructures?  Applicant  PG&E

\*Transformer type requested:  Padmounted  Subsurface (additional Special Facilities charges may apply)

*Water, sanitary sewer, storm drain, low pressure gas, oil or other fluid carrying piping or facilities or private utilities (e.g. fire alarm, private streetlight systems, private phone, private CATV or gate controllers) are not permitted in a PG&E occupied joint trench.*

### General Construction Information

Include on this application any eligible Rule 20B or Rule 20C conversion work or any eligible relocation work.

\*Will temporary electric service be required?  No  Yes Date needed

\*Will temporary gas service be required?  No  Yes Date needed

If, yes please complete the following:

\*Will Temporary Service power be operated for less than one year?  No  Yes

Have you ever completed a temporary power project with us before?  No  Yes

\*Who will trench and backfill for Temporary Service?

Applicant/Gas  PG&E/Gas

Applicant/Electric  PG&E/Electric

#### Electric Temporary Services

\*Panel, Main Breaker Size          amps

\*Will Applicant or Contractor Install Pole?  No  Yes

#### Gas Temporary Services



# APPLICATION FOR SERVICE COMMERCIAL / INDUSTRIAL DEVELOPMENT

\*Gas Service Delivery Pressure Requested:  ¼ psig  other

\*Number of Meters at each service location?

\*Total Gas Load

Will existing PG&E electric overhead facilities require under grounding?

No  Yes  Not sure Date needed

Will any existing PG&E gas or electric facilities require relocation or removal?

No  Yes  Not sure Date needed

## Load Information

Square footage of building (including all floors)      Number of stories of building

**IN THE EVENT THAT APPLICANT SHALL MAKE ANY MATERIAL CHANGE EITHER IN THE AMOUNT OR CHARACTER OF THE APPLIANCES OR APPARATUS INSTALLED UPON THE PREMISES TO BE SUPPLIED BY PG&E, INCLUDING PANEL SIZE OR HOURS OF OPERATION. APPLICANT SHALL IMMEDIATELY GIVE PG&E WRITTEN NOTICE OF THIS FACT.**

### Operating Hours

Hours per day      Days per week      Months per year

Typical daily operating hours: From  AM To  AM  
 PM  PM

Please describe other operating characteristics

### Electric Load Information

Main Switch Size (Service Termination Enclosure)      amps      Number of meters at each service location

Voltage: (select one)

120/240 Volt, 3-wire, 1Ø       120/208 Volt, 3-wire, 1Ø       240/120 Volt, 4-wire, 3Ø       208/120 Volt, 4-wire, 3Ø  
 480/277 Volt, 4-wire, 3Ø       Primary voltage (> 2,400 Volts)       Other (specify)

Single Largest 1Ø Motor (      hp) Total 1Ø Motors (      hp) Single Largest 3Ø Motor (      hp) Total 3Ø Motors (      hp)

Single Largest 1Ø Air Conditioning (      tons)      Single Largest 3Ø Air Conditioning (      tons)

Total Lighting (      kW)      Parking Lot Lighting (      kW)      Streetlights (      kW)

Receptacles (      kW)      Water Heating (      kW)      Cooking (      kW)

Additional electric load (if additional space is needed please attach a spread sheet using same format as below)

<u>Number of Appliances</u>	<u>Phase</u>	<u>Description of Appliance</u>	<u>Connected Load</u>	<u>Units</u>
<input type="checkbox"/> 1Ø <input type="checkbox"/> 3Ø		at	<input type="checkbox"/> kW	<input type="checkbox"/> hp <input type="checkbox"/> tons
<input type="checkbox"/> 1Ø <input type="checkbox"/> 3Ø		at	<input type="checkbox"/> kW	<input type="checkbox"/> hp <input type="checkbox"/> tons
<input type="checkbox"/> 1Ø <input type="checkbox"/> 3Ø		at	<input type="checkbox"/> kW	<input type="checkbox"/> hp <input type="checkbox"/> tons
<input type="checkbox"/> 1Ø <input type="checkbox"/> 3Ø		at	<input type="checkbox"/> kW	<input type="checkbox"/> hp <input type="checkbox"/> tons

# APPLICATION FOR SERVICE COMMERCIAL / INDUSTRIAL DEVELOPMENT

\*Please provide motor codes for motors that have reduced voltage starting or are 25 hp and greater.

### \* Street Light Load Information

Number of street lights to be added in development      Watts per lamp      Number of existing street lights to be removed

Bulb type:       High Pressure Sodium Vapor       Low Pressure Sodium Vapor       Mercury Vapor  
 Metal Halide       Incandescent       Other

What rate schedule will the lights be placed on?  LS1  LS2  OL1  LS3  Other      (additional forms may be required)

Who is responsible for the street light billing?

Billing address for streetlights:      City:      State:      Zip:

**Important Note:** For city or county owned street lighting, a letter will be required from the city/county accepting ownership of the lighting, which includes the date of acceptance and states they will be responsible for the billing. Until the letter is received and dated with the city/county acceptance, the billing will be placed in the applicant's name and billed according to the rate schedule requested once the lights have been energized.

### Natural Gas Load Information

Natural gas standard service delivery pressure is provided at 1/4 psig (7" water column). Requests for elevated service delivery pressure require PG&E's review and approval. If granted, elevated service delivery pressure may be reduced at any time due to PG&E operational needs. Special Facilities costs and cost-of-ownership charges may apply for elevated service delivery pressure. For further information, contact your local PG&E office and refer to Gas Rule 2. MBtu/h = 1,000 Btu/h

Gas Service Delivery Pressure Requested:  1/4 psig       Other (      psig)

Number of meters at each service location

Check all that apply: (If additional space is required please attach a spreadsheet using same format as below)

Space Heating Equipment (      MBtu/h)       Boilers (      MBtu/h)       Water Heating (      MBtu/h)  
 Air Conditioning (      MBtu/h)       Cooking (      MBtu/h)       Dryers (      MBtu/h)

Other gas load (specify)

**IMPORTANT NOTE: Do NOT install your electric main switch or gas house line until the meter location is approved by PG&E.**

### **Self-Generation and Net Metering Options**

If you are planning to install any self generation equipment, photovoltaic, or wind generation, additional applications for interconnection to PG&E's electric system must be submitted and approved by PG&E prior to engineering for your new construction project. The information you provide on your generation interconnection application may affect the final PG&E design for your project.

For information on PG&E's net metering programs, including eligibility guidelines, generation interconnection program application forms, links to the California Public Utilities Commission, Energy Commission and the US Department of Energy, visit [www.pge.com/b2b/newgenerator/](http://www.pge.com/b2b/newgenerator/) or contact PG&E's Generation Interconnection Services at (415) 972-5676.

Are you planning on installing any self generation equipment?    Yes       No

If yes, please provide us with an estimate of the Generation proposed for this project.

\*Total # of generation units      \*Total output of all generation(      kW )      \*Generation Type

# APPLICATION FOR SERVICE COMMERCIAL / INDUSTRIAL DEVELOPMENT

## Attachment – 2 copies required

- A. Complete set of site improvement plans, including grading plans. (Include 3 ½" high-density disk with AutoCAD 2000i.dwg file of the site plan.)
- B. Building floor plan and exterior elevations.
- C. Electric drawings and schedules with complete breakdown of equipment; include single line drawing if available.
- D. Electric switchboard drawings. (Must be approved by PG&E prior to manufacturing the main panel.)
- E. Plumbing plans.
- F. Assessors parcel map showing all easements, rights-of-way, property lines, etc.
- G. Detailed site plan showing roads, sidewalk, driveways, location of fire hydrants and other structures, proposed location of gas and electric meters, building elevations, and proposed future improvements. (Meter locations are subject to PG&E approval).
- H. Landscaping plans including sprinkler controller meter location.
- I. Streetlight and traffic signal plans.
- J. Title 24 Utility Report or building permit.
- K. Copies of all environmental permits and/or conditions of approval.

Applicant is responsible for identifying all environmental requirements within said permits, approvals and/or conditions. For additional information visit [www.pge.com/mybusiness/customerservice/otherrequests/newconstruction](http://www.pge.com/mybusiness/customerservice/otherrequests/newconstruction).

## Agreement to Pay and Signature

**I understand that service will be engineered and installed based upon the information provided here. I agree to pay PG&E, on demand, for all work PG&E performs and all costs PG&E incurs for this application for service. PG&E may cancel this Application for Service (a) if the application is incomplete and I do not provide all necessary supporting documents and project data after being notified by PG&E, (b) if I fail to provide an engineering advance within ninety days after one is requested by PG&E, or (c) if PG&E sends a proposed contract and I do not return the contract, with the required payment, within ninety days. If the project is postponed or cancelled, by either party, I will pay PG&E for all such work and costs incurred by PG&E prior to the postponement or cancellation. PG&E's costs may include, for example, labor, material and supplies, (including long lead time materials), transportation, and other direct costs which PG&E allocates to such work. Incomplete information or any changes made at my request during the engineering, or after it is completed, will subject me to additional charges and may delay the establishment of service. I further agree to pay for any damage to new or existing PG&E facilities caused by my contractors or me. Service shall be subject to all of PG&E's applicable tariff schedules on file with and authorized by the California Public Utilities Commission (CPUC) and shall at all times be subject to such changes or modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.**

I understand that PG&E may require an engineering advance to cover some or all of its costs for project review, design work and cost development in connection with this application for service. I understand that any advance will be based upon current costs and the amount of work anticipated by PG&E based upon the information submitted in this application. I understand that any advance will be credited against the amount I owe, applied to the amount I may owe on the resulting line extension agreement, or refunded to me without interest when PG&E has completed its engineering work or if the project has been cancelled or postponed.

**I have read the above information. I understand and agree with the provisions and my responsibilities.**

Applicant's Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_  
First Name, Middle Initial, Last Name



**Gas Sample Form No. 62-0686**  
Application for Service -- Agricultural Service

**Please Refer to Attached  
Sample Form**

Advice Letter No: 3343-G  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



# APPLICATION FOR SERVICE AGRICULTURAL SERVICE

Please complete this application and submit the completed form to PG&E Application for Service at P.O. Box 24047, Fresno, CA 93779-4047. You may also submit applications at <http://www.pge.com/mybusiness/customerservice/otherrequests/newconstruction> or call 1-877-PGE-SRVC.

\* Indicates optional fields.

## Project Type

Applicants will be served under an agricultural rate schedule if 70% or more of the annual energy use on the meter is for agricultural end-uses. Agricultural end-uses consist of: (a) growing crops, (b) raising livestock, (c) pumping water for irrigation of crops, or (d) other uses which involve production for sale. (Note: PG&E's Electric Rule 1 contains the complete qualification criteria for agricultural rates).

What percentage of the annual energy use will be for agricultural end-uses?

New Agricultural Service       Additional Load or Equipment to Existing Agricultural Service  
Number of Buildings      Number of Services

## Project Information

Gas Service     Electric Overhead Service     Electric Underground Service    Date Initial Service Needed  
Project Address or Lot Number      City      County      Zip  
Nearest Cross Street  
\*Assessor's Parcel No.      \*Building Permit No.  
Applicant / Company Name  
 Individual     Partnership     Corporation     Limited Liability Corporation     Governmental Agency  
 Sole Proprietor     Other  
Day Phone      \*Cell Phone (    )      \*Fax (    )      \*Email address  
(Correspondence will be sent via e-mail)  
Applicant Mailing Address      City      State      Zip

## Contract Information

Legal Name to appear on contract  
 Individual     Partnership     Corporation     Limited Liability Corporation     Governmental Agency  
 Sole Proprietor     Other  
\*State of incorporation or LLC  
Name of person authorized to sign contracts      \*Title  
(First Name, Middle Initial, Last Name)  
Mailing address for contract      City      State      Zip



# APPLICATION FOR SERVICE AGRICULTURAL SERVICE

## Representative Information (Party who will relay project information and updates to the PG&E representative)

Name of Representative

Day Phone ( ) \*Cell Phone ( ) \*Fax ( ) \*Email address

Mailing address City State Zip

\*Contractor's Name \*Contractor's Phone

## Credit Information (Party responsible for energy use after the meter is installed)

Name/Company Name to appear on bill Day Phone ( ) \*Evening Phone ( )

(First Name, Middle Initial, Last Name)

Individual  Partnership  Corporation  Limited Liability Corporation  Governmental Agency  
 Sole Proprietor  Other

Mailing address for bill City State Zip

\*Does the customer currently have service with PG&E?  No  Yes

\*If yes, please provide the PG&E Account Number

\*Do you want the new service included on your existing bill?  No  Yes

\*NAICS (North America Industrial Classification System) Code \*Business Activity

\*Desired Electric Rate Schedule \*Desired Gas Rate Schedule

The applicant is **required** to select an Agricultural Rate schedule before receiving service. If you want additional information on rate options or want to request a free rate analysis, visit <http://www.pge.com/about/rates/rateinfo/rateoptions/agricultural/> or call 1-877-PGE-SRVC.

## Application and Design and Installation Options

As an applicant for new gas or electric service, you can choose either PG&E or a qualified contractor to design new gas/electric distribution and/or service facilities. You can also choose either PG&E or a qualified contractor to construct all or a portion of new gas/electric distribution and/or service facilities. PG&E will provide you with a bid for the design and the construction work, to assist you in making a selection. You will then have the opportunity to choose either a qualified contractor to perform the design/or construction work.

In accordance with PG&E's filed tariffs, electric trenching, conduits, substructures and gas service trenching are the applicant's responsibility. Once you make a decision about who will perform the work, if you subsequently change your selection, you will be responsible for any re-engineering charges incurred as a result of that change.

You should become familiar with the applicant design installation requirements, including PG&E's Applicant Design Guide and General Terms and Conditions, before you make your selection. For copies of these documents and/or for additional information, visit

[www.pge.com/mybusiness/customerservice/otherrequests/newconstruction/processguide/step1/appdes.shtml](http://www.pge.com/mybusiness/customerservice/otherrequests/newconstruction/processguide/step1/appdes.shtml) or request information by calling 1-877-PGE-SRVC.

*PG&E must provide project specific information to design contractors. PG&E can provide this information sooner if we know whether or not you are considering using a design contractor to design gas/electric distribution or service facilities.*

*Providing this information on this Application is voluntary and is not binding. PG&E will provide you with a bid for the design work regardless of whether or not you answer this question now and will not require a final decision from you until later in the process.*

Are you currently planning to use a design contractor? Yes No

# APPLICATION FOR SERVICE AGRICULTURAL SERVICE

## Construction Information

\*\*Please note if you have selected "Electric Overhead Service" without "Gas Service" all trench related questions become optional fields.

Joint trench drawing to be prepared by:  Applicant  PG&E  Not required

Who will trench and backfill for the distribution facilities?  Applicant / Elec  PG&E / Elec  Date Joint Trench Required

Proposed distribution trench occupants or joint pole occupants: (check all that apply)  Electric  Gas  Phone  CATV  
 Other

Who will install distribution conduit and substructures?  Applicant  PG&E

Who will trench and backfill for the service facilities?  Applicant / Gas  PG&E / Gas  Date Joint Trench Required  
 Applicant / Elec  PG&E / Elec

Proposed service trench occupants or joint pole occupants: (check all that apply)  Electric  Gas  Phone  CATV  
 Other

Who will install service conduit and substructures?  Applicant  PG&E

\*Transformer type requested:  Padmounted  Subsurface (additional Special Facilities charges may apply)

***Water, sanitary sewer, storm drain, low pressure gas, oil or other fluid carrying piping or facilities or private utilities (e.g. fire alarm, private streetlight systems, private phone, private CATV or gate controllers) are not permitted in a PG&E occupied joint trench.***

### General Construction Information

Include on this application any eligible Rule 20B or Rule 20C conversion work or any eligible relocation work.

\*Will temporary electric service be required?  No  Yes Date needed

\*Will temporary gas service be required?  No  Yes Date needed

If, yes please complete the following:

\*Will Temporary Service power be operated for less than one year?  No  Yes

Have you ever completed a temporary power project with us before?  No  Yes

\*Who will trench and backfill for Temporary Service?

Applicant/Gas  PG&E/Gas

Applicant/Electric  PG&E/Electric

#### Electric Temporary Services

Panel, Main Breaker Size          amps

Have you ever completed a temporary power project with us before?  No  Yes

\*Will Applicant or Contractor Install Pole?  No  Yes

#### Gas Temporary Services

\*Gas Service Delivery Pressure Requested:  ¼ psig  Other          psig)

\*Number of Meters at each service location?

\*Total Gas Load

Will existing PG&E electric overhead facilities require undergrounding?

No  Yes  Not sure          Date needed

Will any existing PG&E gas or electric facilities require relocation or removal?

No  Yes  Not sure          Date needed



# APPLICATION FOR SERVICE AGRICULTURAL SERVICE

**Load Information**

**IN THE EVENT THAT APPLICANT SHALL MAKE ANY MATERIAL CHANGE EITHER IN THE AMOUNT OR CHARACTER OF THE APPLIANCES OR APPARATUS INSTALLED UPON THE PREMISES TO BE SUPPLIED BY PG&E, INCLUDING PANEL SIZE OR HOURS OF OPERATION. APPLICANT SHALL IMMEDIATELY GIVE PG&E WRITTEN NOTICE OF THIS FACT.**

**Operating Hours:**      Hours per day                      Days per week                      Months per year

Typical operating hours:    From                      To

(Military 0-2300)

January                       February                       March                       April  
 May                       June                       July                       August  
 September                       October                       November                       December

What months will this facility operate?

Please describe other operating characteristics

What type of crop or livestock are you producing? (if livestock, please state if they are raised for slaughter or sale, kept for breeding purposes, or boarded for others)

**Electric Load Information**

Main Switch Size (Service Termination Enclosure)                      amps      Number of meters at each service location

Voltage: (select one)

120/240 Volt, 3-wire, 1Ø                       120/208 Volt, 3-wire, 1Ø                       240/120 Volt, 4-wire, 3Ø                       208/120 Volt, 4-wire, 3Ø  
 480/277 Volt, 4-wire, 3Ø                       Primary voltage (> 2,400 Volts)                       Other (specify)

Single Largest 1Ø Motor (                      hp)    Total 1Ø Motors (                      hp)    Single Largest 3Ø Motor (                      hp)    Total 3Ø Motors (                      hp)

**Electric Connected Load**

1Ø Motor:                      motors at                      hp each

3Ø Motor:                      motors at                      hp each

Additional electric load (if additional space is needed please attach a spread sheet using same format as below)

Number of

<u>Appliances</u>	<u>Phase</u>	<u>Description of Appliance</u>	<u>Connected Load</u>	<u>Units</u>
	<input type="checkbox"/> 1Ø <input type="checkbox"/> 3Ø	at	<input type="checkbox"/> kW	<input type="checkbox"/> hp <input type="checkbox"/> tons
	<input type="checkbox"/> 1Ø <input type="checkbox"/> 3Ø	at	<input type="checkbox"/> kW	<input type="checkbox"/> hp <input type="checkbox"/> tons
	<input type="checkbox"/> 1Ø <input type="checkbox"/> 3Ø	at	<input type="checkbox"/> kW	<input type="checkbox"/> hp <input type="checkbox"/> tons
	<input type="checkbox"/> 1Ø <input type="checkbox"/> 3Ø	at	<input type="checkbox"/> kW	<input type="checkbox"/> hp <input type="checkbox"/> tons

\*Please provide motor codes for motors that have reduced voltage starting or are 25 hp and greater.

Will submersible pump(s) be installed?     No                       Yes

# APPLICATION FOR SERVICE AGRICULTURAL SERVICE

### Natural Gas Load Information

\*If this is an existing service, what is the \*PG&E meter no.

Natural gas standard service delivery pressure is provided at 1/4 psig (7" water column). Requests for elevated service delivery pressure require PG&E's review and approval. If granted, elevated service delivery pressure may be reduced at any time due to PG&E operational needs. Special Facilities costs and cost-of-ownership charges may apply for elevated service delivery pressure. For further information, contact your local PG&E office and refer to Gas

Rule 2. (MBtu/h = 1,000 Btu/h)

Gas Service Delivery Pressure Requested:  1/4 psig     Other (        psig)

Number of meters at each service location

Check all that apply: (If additional space is required please attach a spreadsheet using same format as below)

- Space Heating Equipment (        MBtu/h)     Boilers (        MBtu/h)     Water Heating (        MBtu/h)
- Air Conditioning (        MBtu/h)     Cooking (        MBtu/h)     Dryers (        MBtu/h)
- Other gas load (specify)

**IMPORTANT NOTE: Do NOT install your electric main switch or gas house line until the meter location is approved by PG&E.**

### **Self-Generation and Net Metering Options**

If you are planning to install any self generation equipment, photovoltaic, or wind generation, additional applications for interconnection to PG&E's electric system must be submitted and approved by PG&E prior to engineering for your new construction project. The information you provide on your generation interconnection application may affect the final PG&E design for your project.

For information on PG&E's net metering programs, including eligibility guidelines, generation interconnection program application forms, links to the California Public Utilities Commission, Energy Commission and the US Department of Energy, visit [www.pge.com/b2b/newgenerator/](http://www.pge.com/b2b/newgenerator/) or contact PG&E's Generation Interconnection Services at (415) 972-5676.

Are you planning to install any self generation equipment? Yes                      No

If yes, please provide us with an estimate of the Generation proposed for this project.

\*Total # of generation units                      \*Total output of all generation                      \*kW                      \*Generation Type

### **Attachment – 2 copies required**

A. Detailed site plan showing roads, driveways, easements, right-of-ways, property lines, building and structure.

B. Copies of all environmental permits and/or conditions of approval.

Applicant is responsible to identify all environmental requirements within said permits, approvals and/or conditions. For additional information visit <http://www.pge.com/mybusiness/customerservice/otherrequests/newconstruction>.



# APPLICATION FOR SERVICE AGRICULTURAL SERVICE

## Agreement to Pay and Signature

I understand that service will be engineered and installed based upon the information provided here. I agree to pay PG&E, on demand, for all work PG&E performs and all costs PG&E incurs for this application for service. PG&E may cancel this Application for Service (a) if the application is incomplete and I do not provide all necessary supporting documents and project data after being notified by PG&E, (b) if I fail to provide an engineering advance within ninety days after one is requested by PG&E, or (c) if PG&E sends a proposed contract and I do not return the contract, with the required payment, within ninety days. If the project is postponed or cancelled, by either party, I will pay PG&E for all such work and costs incurred by PG&E prior to the postponement or cancellation. PG&E's costs may include, for example, labor, material and supplies, (including long lead time materials), transportation, and other direct costs which PG&E allocates to such work. Incomplete information or any changes made at my request during the engineering, or after it is completed, will subject me to additional charges and may delay the establishment of service. I further agree to pay for any damage to new or existing PG&E facilities caused by my contractors or me. Service shall be subject to all of PG&E's applicable tariff schedules on file with and authorized by the California Public Utilities Commission (CPUC) and shall at all times be subject to such changes or modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

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**I have read the above information. I understand and agree with the provisions and my responsibilities.**

Applicant's Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

First Name, Middle Initial, Last Name



**Gas Sample Form No. 62-0687**  
Application for Service -- Existing Service Relocate/Change Service

(T)

**Please Refer to Attached  
Sample Form**

Advice Letter No: 3343-G  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



# APPLICATION FOR SERVICE EXISTING SERVICE RELOCATE / CHANGE SERVICE

Please complete this application and submit the completed form and attachments to PG&E Application for Service at P.O. Box 24047 Fresno CA, 93779-4047. You may also submit applications at [www.pge.com/mybusiness/customerservice/otherrequests/newconstruction/](http://www.pge.com/mybusiness/customerservice/otherrequests/newconstruction/) or call 1-877-PGE-SRVC.

\*Indicates optional fields.

This application is intended for stand-alone relocation requests. If your project also requires new service, please complete a new service application in place of this one. New service applications can be found at <http://www.pge.com/mybusiness/customerservice/brochuresforms/>.

## Project Type

### Type of Work (please choose one)

- Residential Single Family     
  Residential Subdivision     
  Commercial/Industrial/Agricultural  
 Mixed Use (Commercial/Residential Combination)     
  Agency (City, County, Cal-Trans)

### Reason for Relocation / Rearrangement Request (please check all that apply) \*

- Panel/Meter Relocation (Gas & Electric)     
  Panel Upgrade (No Load Added)     
  Panel Upgrade (Added Load)  
 Temporarily De-energize Panel     
  Temporarily De-energize Service     
  Temporarily Disconnect Service  
 Cut off/Demolition     
  Meter or Meter Size Change     
  Service Relocation (Pipes & Electric Wires)  
 Relocate PG&E Facilities (Poles, Boxes, Wires, Pipes, Guys)     
  Overhead to Underground Conversion  
 Other \_\_\_\_\_

Description of Work Requested: \_\_\_\_\_

## Project Information

- Gas     
  Electric Overhead     
  Electric Underground     
  Date Relocation Needed

Project Address or Lot Number      City      County      Zip

Nearest Cross Street

Applicant / Company Name

- Individual     
  Partnership     
  Corporation     
  Limited Liability Corporation     
  Governmental Agency  
 Sole Proprietor     
  Other

Day Phone (      )      \*Cell Phone(      )      \*Fax (      )      \*Email address

(Correspondence will be sent via e-mail)

Applicant Address      City      State      Zip

\*Building Permit Number      \*PG&E Account Number      Date PG&E facility rearrangement / relocation needed

*PG&E may relocate or rearrange service in accordance with Gas and/or Electric Rules 2, 13, 15, 1, 20, 21 and LS schedules as applicable. There may be circumstances where application of PG&E's distribution/service extension rules would place an undue financial burden on PG&E. In these cases, PG&E may apply the exceptional case provisions of its Rules 15 and 16.*



# APPLICATION FOR SERVICE EXISTING SERVICE RELOCATE / CHANGE SERVICE

## Contract Information

Legal name to appear on contract

- Individual     Partnership     Corporation     Limited Liability Corporation     Governmental Agency  
 Sole Proprietor     Other

\*State of incorporation or LLC

Name of person authorized to sign contracts

(First Name, Middle Initial, Last Name)

Mailing address for contract      City      State      Zip

\*Contractor's Name      \*Contractor's Phone (      )

## Representative Information (Party who will relay project information and updates to the PG&E representative)

Name of Representative

Day Phone (      )      \*Cell Phone (      )      \*Fax (      )      \*Email address

Mailing address      City      State      Zip

\*Contractor's Name      \*Contractor's Phone (      )

## Construction Information

*You are permitted to select either PG&E or your own contractor to construct all or a portion of any new gas/electric distribution and / or service facilities. However, only PG&E may work on energized or pressurized facilities. More details regarding the installation option requirements are available through your local PG&E office. You should become familiar with the requirements before you make your selection (Please see the following pages under installation options for specific information. For projects that require both relocation work and new service, please complete the appropriate new service application. Those new service (and associated relocation work) applications can be found at <http://www.pge.com/mybusiness/customerservice/brochuresforms/>.*

\*If trenching is required, who will trench, backfill, and provide and install conduit?

- Applicant     PG&E

\*Proposed trench occupants: (please check all that apply)

- Electric     Gas     Phone     CATV     Other

*Water, sanitary sewer, storm drain, LPG, oil or other fluid carrying piping or facilities are not permitted in a joint trench.*

**IMPORTANT NOTE: Do NOT install your electric main switch or gas house line until the location is approved by PG&E.**

# APPLICATION FOR SERVICE EXISTING SERVICE RELOCATE / CHANGE SERVICE

<b>Load Information</b>	
<b><u>Electric Load Information</u></b>	
Main Switch Size (Service Termination Can) (	amps) Number of meters at each service location
Voltage: (select one)	
<input type="checkbox"/> 120/240 Volt, 3-wire, 1Ø	<input type="checkbox"/> 120/208 Volt, 3-wire, 1Ø
<input type="checkbox"/> 480/277 Volt, 4-wire, 3Ø	<input type="checkbox"/> Primary voltage (> 2,400 Volts)
<input type="checkbox"/> 240/120 Volt, 4-wire, 3Ø	<input type="checkbox"/> Other (specify)
<input type="checkbox"/> 208/120 Volt, 4-wire, 3Ø	
*If required, who will install the electric service wire?	
<input type="checkbox"/> Applicant	<input type="checkbox"/> PG&E
<b><u>Natural Gas Load Information</u></b>	
<i>Natural gas standard service delivery pressure is provided at ¼ psig (7" water column). Requests for elevated service delivery pressure require PG&amp;E review and approval. If granted, elevated service delivery pressure may be reduced at any time due to PG&amp;E operational needs. Special facilities &amp; cost-of-ownership charges may apply for elevated service delivery pressure. For further information, contact your local PG&amp;E office and refer to Gas Rule 2.</i>	
Number of meters at each service location	
*If required, who will install the gas pipe? <input type="checkbox"/> Applicant <input type="checkbox"/> PG&E	
<b><u>General Construction</u></b>	
*Will temporary electric service be required? <input type="checkbox"/> No <input type="checkbox"/> Yes Date needed	
*Will temporary gas service be required? <input type="checkbox"/> No <input type="checkbox"/> Yes Date needed	
If, yes please complete the following:	
*Will Temporary Service power be operated for less than one year? <input type="checkbox"/> No <input type="checkbox"/> Yes	
Have you ever completed a temporary power project with us before? <input type="checkbox"/> No <input type="checkbox"/> Yes	
*Who will trench and backfill for Temporary Service?	
<input type="checkbox"/> Applicant/Gas	<input type="checkbox"/> PG&E/Gas
<input type="checkbox"/> Applicant/Electric	<input type="checkbox"/> PG&E/Electric
<b><u>Electric Temporary Services</u></b>	
*Panel, Main Breaker Size _____ amps	
*Will Applicant or Contractor Install Pole? <input type="checkbox"/> No <input type="checkbox"/> Yes	
<b><u>Gas Temporary Services</u></b>	
*Gas Service Delivery Pressure Requested: _____ ¼ psig other	
*Number of Meters at each service location?	
*Total Gas Load	
*I request PG&E to provide a construction bid for:	
<input type="checkbox"/> Gas Facilities	<input type="checkbox"/> Electric Facilities
PG&E gas or electric facilities require removal? <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Not sure Date Needed	

# APPLICATION FOR SERVICE EXISTING SERVICE RELOCATE / CHANGE SERVICE

## Self-Generation and Net Metering Options

If you are planning to install any self generation equipment, photovoltaic, or wind generation, additional applications for interconnection to PG&E's electric system must be submitted and approved by PG&E prior to engineering for your new construction project. The information you provide on your generation interconnection application may affect the final PG&E design for your project.

For information on PG&E's net metering programs, including eligibility guidelines, generation interconnection program application forms, links to the California Public Utilities Commission, Energy Commission and the US Department of Energy, visit [www.pge.com/b2b/newgenerator](http://www.pge.com/b2b/newgenerator) or contact PG&E's Generation Interconnection Services at (415) 972-5676.

Are you planning on installing any self generation equipment? Yes No

If yes, please provide us with an estimate of the Generation proposed for this project.

\*Total # of generation units      \*Total output of all generation(      kW )      \*Generation Type

## Attachment – 2 copies required

- A. Complete set of site improvement plans, including grading plans. (Include 3 ½" high-density disk with AutoCAD 2000i.dwg file of the site plan.)
- B. Building floor plan and exterior elevations.
- C. Electric drawings and schedules with complete breakdown of equipment; include single line drawing if available.
- D. Electric switchboard drawings. (Must be approved by PG&E prior to manufacturing the main panel.)
- E. Plumbing plans.
- F. Assessors parcel map showing all easements, rights-of-way, property lines, etc.
- G. Detailed site plan showing roads, sidewalk, driveways, location of fire hydrants and other structures, proposed location of gas and electric meters, building elevations, and proposed future improvements. (Meter locations are subject to PG&E approval).
- H. Landscaping plans including sprinkler controller meter location.
- I. Streetlight and traffic signal plans.
- J. Title 24 Utility Report or building permit.
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Applicant is responsible to identify all environmental requirements within said permits, approvals and/or conditions. For additional information visit [www.pge.com/mybusiness/customerservice/otherrequests/newconstruction/](http://www.pge.com/mybusiness/customerservice/otherrequests/newconstruction/)

## APPLICATION FOR SERVICE EXISTING SERVICE RELOCATE / CHANGE SERVICE

### Agreement to Pay and Signature

I understand that service will be engineered and installed based upon the information provided here. I agree to pay PG&E, on demand, for all work PG&E performs and all costs PG&E incurs for this application for service. PG&E may cancel this Application for Service (a) if the application is incomplete and I do not provide all necessary supporting documents and project data after being notified by PG&E, (b) if I fail to provide an engineering advance within ninety days after one is requested by PG&E, or (c) if PG&E sends a proposed contract and I do not return the contract, with the required payment, within ninety days. If the project is postponed or cancelled, by either party, I will pay PG&E for all such work and costs incurred by PG&E prior to the postponement or cancellation. PG&E's costs may include, for example, labor, material and supplies, (including long lead time materials), transportation, and other direct costs which PG&E allocates to such work. Incomplete information or any changes made at my request during the engineering, or after it is completed, will subject me to additional charges and may delay the establishment of service. I further agree to pay for any damage to new or existing PG&E facilities caused by my contractors or me. Service shall be subject to all of PG&E's applicable tariff schedules on file with and authorized by the California Public Utilities Commission (CPUC) and shall at all times be subject to such changes or modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

I understand that PG&E may require an engineering advance to cover some or all of its costs for project review, design work and cost development in connection with this application for service. I understand that any advance will be based upon current costs and the amount of work anticipated by PG&E based upon the information submitted in this application. I understand that any advance will be credited against the amount I owe, applied to the amount I may owe on the resulting line extension agreement, or refunded to me without interest when PG&E has completed its engineering work or if the project has been cancelled or postponed.

**I have read the above information. I understand and agree with the provisions and my responsibilities.**

Applicant's Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_  
First Name, Middle Initial, Last Name



**Gas Sample Form No. 62-0980**  
Distribution Service and Extension Agreement Declarations

Sheet 1  
(T)

Advice Letter No: 3343-G  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



DISTRIBUTION:  
 Applicant (copy)  
 Division (copy)  
 CFM(Original)

REFERENCES:  
 Notification # \_\_\_\_\_  
 E-PM # \_\_\_\_\_  
 G-PM # \_\_\_\_\_  
 Bill Doc # \_\_\_\_\_  
 MLX # \_\_\_\_\_  
 Prior MLX # \_\_\_\_\_  
 Customer # \_\_\_\_\_

# DISTRIBUTION SERVICE AND EXTENSION AGREEMENT DECLARATIONS<sup>1</sup>

Submitted to Applicant by:

PG&E REP NAME

Date of issuance: \_\_\_\_\_

1. \_\_\_\_\_ (**Applicant**), has requested **PACIFIC GAS AND ELECTRIC COMPANY**, a California corporation (PG&E), to deliver **Gas / Electric** energy to the property situated at **Enter Address Here** and shown on the attached drawings.
2. **Applicable Documents.** The cost summary for the facilities to be installed is attached hereto as Exhibit A. These facilities shall be installed in accordance with the applicable rules on file with the California Public Utilities Commission (which may include Gas and Electric Rules 2, 13, 15, 16, and 20), as well as the requirements set forth in the Provisions (Form 62-0982) and the General Terms and Conditions for Gas and Electric Service by Applicant (Form 79-716) These documents are located online in PG&E's Tariff Book, which is available at [http://www.pge.com/customer\\_service/new\\_construction\\_services/](http://www.pge.com/customer_service/new_construction_services/). Should you require hard copies please contact your PG&E Representative.
3. **Construction Options.** The responsibility for providing line extension work is divided between PG&E and the Applicant. However, Applicant may chose to have a qualified contractor perform some of the work that is PG&E's responsibility, and may choose to have PG&E perform some or all of the work that is the Applicant's responsibility. PG&E will reimburse or collect money based on its estimate of the costs, subject to the applicable rules. Based on Applicant's request, the contract costs are based on the following construction options:

PG&E Responsibility <sup>1</sup>		To Be Performed By	
		PG&E	Applicant
Gas	Main Trench	<input type="checkbox"/>	<input type="checkbox"/>
	Main Pipe Installation	<input type="checkbox"/>	<input type="checkbox"/>
	Service Pipe Installation	<input type="checkbox"/>	<input type="checkbox"/>
Electric	Distribution Wire and Equipment Installation	<input type="checkbox"/>	<input type="checkbox"/>
	Service Wire Installation	<input type="checkbox"/>	<input type="checkbox"/>

Applicant Responsibility <sup>2</sup>		To Be Performed By	
		PG&E	Applicant
Gas	Service Trench	<input type="checkbox"/>	<input type="checkbox"/>
Electric	Distribution Trench	<input type="checkbox"/>	<input type="checkbox"/>
	Service Trench	<input type="checkbox"/>	<input type="checkbox"/>
	Distribution Substructure Installation	<input type="checkbox"/>	<input type="checkbox"/>
	Service Substructure Installation	<input type="checkbox"/>	<input type="checkbox"/>

1. PG&E's responsibilities per Rule 15.b.1.b and Rule 16.D.2  
 2. Applicant's responsibilities per Rule 15.b.1.a and Rule 16.D.1



# DISTRIBUTION SERVICE AND EXTENSION AGREEMENT DECLARATIONS

4.  N/A

### Refund/Discount Option Selection

Applicant, in accordance with PG&E's extension rules, must select **one** of the following options for each commodity you are requesting service (gas and/or electric). Once the selection has been made, it cannot be changed.

Gas	Electric
<input type="checkbox"/> 10-Year Subject to Refund Option	<input type="checkbox"/> 10-Year Subject to Refund Option
- or -	- or -
<input type="checkbox"/> Non-Refundable 50% Discount Option	<input type="checkbox"/> Non-Refundable 50% Discount Option

ACCEPTED:

APPLICANT:

BY: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Type or Print Name)

DATE: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

### PACIFIC GAS AND ELECTRIC CO.:

BY: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Type or Print Name)

TITLE: \_\_\_\_\_

DIVISION: \_\_\_\_\_

DATE: \_\_\_\_\_



# DISTRIBUTION SERVICE AND EXTENSION AGREEMENT DECLARATIONS

4.  N/A

### Refund/Discount Option Selection

Applicant, in accordance with PG&E's extension rules, must select **one** of the following options for each commodity you are requesting service (gas and/or electric). Once the selection has been made, it cannot be changed.

Gas	Electric
<input type="checkbox"/> 10-Year Subject to Refund Option	<input type="checkbox"/> 10-Year Subject to Refund Option
- or -	- or -
<input type="checkbox"/> Non-Refundable 50% Discount Option	<input type="checkbox"/> Non-Refundable 50% Discount Option

ACCEPTED:

GROUP OF APPLICANTS:

<b>BY:</b> _____ (Authorized Signature)	<b>MAILING ADDRESS:</b> _____	<b>Amount of Payment/%</b> \$ _____ / _____
_____	_____	
(Type or Print Name)		

**DATE:** \_\_\_\_\_

<b>BY:</b> _____ (Authorized Signature)	<b>MAILING ADDRESS:</b> _____	<b>Amount of Payment/%</b> \$ _____ / _____
_____	_____	
(Type or Print Name)		

**DATE:** \_\_\_\_\_

<b>BY:</b> _____ (Authorized Signature)	<b>MAILING ADDRESS:</b> _____	<b>Amount of Payment/%</b> \$ _____ / _____
_____	_____	
(Type or Print Name)		

**DATE:** \_\_\_\_\_



# DISTRIBUTION SERVICE AND EXTENSION AGREEMENT DECLARATIONS

**BY:** \_\_\_\_\_  
(Authorized Signature) \_\_\_\_\_  
\_\_\_\_\_  
(Type or Print Name) \_\_\_\_\_

**MAILING ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Amount of Payment/%**  
\$ \_\_\_\_\_ / \_\_\_\_\_

**DATE:** \_\_\_\_\_

**BY:** \_\_\_\_\_  
(Authorized Signature) \_\_\_\_\_  
\_\_\_\_\_  
(Type or Print Name) \_\_\_\_\_

**MAILING ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Amount of Payment/%**  
\$ \_\_\_\_\_ / \_\_\_\_\_

**DATE:** \_\_\_\_\_

## PACIFIC GAS AND ELECTRIC CO.:

**BY:** \_\_\_\_\_  
(Authorized Signature)  
\_\_\_\_\_  
(Type or Print Name)

**TITLE:** \_\_\_\_\_

**DIVISION:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



**Gas Sample Form No. 62-0982**  
Distribution and Service Extension Agreement - Provisions

**Please Refer to Attached  
Sample Form**

Advice Letter No: 3343-G  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_

# DISTRIBUTION AND SERVICE EXTENSION AGREEMENT - PROVISIONS

1. As indicated in the Declarations, Applicant has elected to have competitive bidding and has awarded a qualified Contractor or PG&E the responsibility of installing gas and electric service, as applicable, to the locations described in Exhibit B. These services shall be installed in accordance with the provisions of PG&E's Rules 2, 15 and 16, General Terms and Conditions, project specific terms and conditions, design, specifications, and the requirements of this Agreement.
2. **Construction Responsibilities of Applicant.**

Applicant shall perform or arrange for the performance of the following work required for this project:

***Electric Extensions:***

- Route clearing, tree trimming, trenching, excavating, backfilling, and compacting;
- Furnishing of imported backfill material as required and disposal of trench spoil as required;
- Performing necessary surface repair and boring as required;
- Furnishing, installing, and transferring ownership to PG&E of any substructures, conduits, and protective structures required other than the conduit portion of cable-in-conduit (Rule 15 only);
- Obtaining any necessary construction permits for all work performed by Applicant under this Agreement.

***Electric Underground Extensions:***

- Installing primary and secondary distribution conductors, poles, pole risers, switches, transformers, and other distribution facilities required to complete the extension.

***Electric Overhead Extensions:***

- Installing all facilities required for the pole line extension, including poles, conductors, transformers, switches, and other devices as might be required.

***Gas Extensions:***

- Installing gas distribution main pipe, valves, and other related distribution equipment, as specified by PG&E, required to complete the extension including all necessary trenching, backfilling, and other digging as required.
- Furnishing, installing and upon acceptance by PG&E, conveying to PG&E the ownership of all necessary installed substructures and protective structures necessary to contain or support PG&E's gas facilities.

Applicant agrees to secure and pay for all required permits and licenses which may be required to fulfill the construction responsibilities from the governmental authority having jurisdiction

Applicant shall provide to PG&E, prior to PG&E preparing the line extension contract, the Applicant's Contract Anticipated Costs to perform the work normally provided by PG&E. The Applicant shall submit, on a form provided by PG&E, a verified statement of such costs. If the Applicant elects not to provide such costs to PG&E, the Applicant shall acknowledge its election on the form and PG&E will use its estimate.

If Applicant elects to have PG&E perform this work, Applicant shall pay to PG&E, as specified herein and before the start of construction, PG&E's estimated-installed costs thereof.

## **DISTRIBUTION AND SERVICE EXTENSION AGREEMENT - PROVISIONS**

Applicant shall also pay to PG&E the costs for substructures and conduits which PG&E had previously installed at its own expense in anticipation of the current extension. Any necessary riser conduit, conduit covering, and miscellaneous riser material required for the line extension shall be paid for by Applicant and shall be installed by PG&E on PG&E owned and maintained facilities.

Upon completion of construction by Applicant and inspection and acceptance by PG&E, title and ownership for the gas and electric facilities installed under this Agreement shall vest in PG&E in accordance with the Acceptance and Conveyance section of this Agreement and as specified in the respective rule.

### **3. Construction Responsibilities of PG&E.**

Except as otherwise provided in the rules, PG&E shall be responsible for:

- Providing inspection service to verify Applicant's performance under this Agreement, as determined by PG&E; and
- Connecting the applicant-installed facilities to PG&E's energized and pressurized supply system (system tie-in work), as applicable.

PG&E will perform its construction responsibilities for the installation of only those facilities that, in PG&E's judgment, will be used within a reasonable time to serve permanent loads.

### **4. Power Quality and Voltage Stability.**

Under normal load conditions, PG&E will deliver sustained voltage as close to the nominal service voltages that are economically practical. Any deviations from the normal voltage levels will be no greater than the service voltage ranges specified in PG&E's Electric Rule 2. Exceptions to voltage limits are specified in PG&E's Electric Rule 2. Applicant is responsible for planning, designing, operating and protecting equipment beyond PG&E's delivery point.

**5. Rule 16 Service Extensions.** Service Extensions will be installed in accordance with PG&E's Gas and Electric Rule 16. Applicant shall be responsible for all service trenching.

**6. Street Lighting Facilities.** If any street lighting facilities are to be installed, the installation shall be made in accordance with PG&E's applicable street and highway lighting schedule(s).

**7. Overhead to Underground Conversions.** In the event there is replacement of existing overhead electric facilities with underground facilities in conjunction with this project, the conversion shall be made in accordance with the applicable provisions of PG&E's Electric Rule 20.

In the event that there is an Electric Rule 20.B or 20.C conversion in conjunction with this project, Applicant shall, at its expense, provide any necessary changes to the existing facilities so as to receive underground electric service at the points specified by PG&E. Underground electric service will not be energized until all affected premises are equipped to receive service in accordance with specifications and inspection has been received from the governing jurisdiction.

Applicant shall not work on facilities owned by PG&E.

### **8. Allowances and Payments.**

Applicant shall pay to PG&E on demand and in advance of any construction, a refundable payment, shown in Exhibit A, less any allowances shown therein, for any PG&E costs associated with the

## DISTRIBUTION AND SERVICE EXTENSION AGREEMENT - PROVISIONS

extension for the estimated costs of design, administration and the installation of any additional facilities necessary to complete the extension, including, but not limited to:

- engineering and administrative costs,
- system tie-in work,
- any applicable taxes.

**INSPECTION FEES:** A payment for PG&E's estimated cost for the inspections by PG&E of work performed by Applicant or Applicant's contractor, shown in Exhibit A, which shall be a fixed amount, not subject to reconciliation. Such inspection costs may be subject to otherwise available allowances and refund up to the difference between the Applicant's Contract Anticipated Costs and PG&E's estimate for performing the same work. Inspections costs are otherwise non-refundable. The total amount subject to refund shall not exceed PG&E's refundable cost estimate.

**NON-REFUNDABLE:** A non-refundable payment, shown in Exhibit A, for costs which may include, but are not limited to:

- re-engineering fees,
- preparation fees for trench composite drawings,
- survey and land rights acquisition costs,
- any applicable taxes.

**ALLOWANCES:** Allowances for permanent residential and non-residential service are provided in accordance with Gas and Electric Rule 15 and are included in Exhibit A, as applicable.

**ITCC:** All contributions and advances by Applicant are taxable and shall include an Income Tax Component of Contributions (ITCC) at the rate provided in PG&E's Preliminary Statement. ITCC will be either refundable or non-refundable in accordance with the corresponding contribution.

**GROUP OF APPLICANTS.** The total contribution or advance from a group of applicants will be apportioned among the members of the group in such manner as they mutually agree.

### 9. Amount Subject to Refund.

The total refundable amount set forth in Exhibit A - Cost Summary shall be subject to refund, without interest, on the basis of a new customer's permanent load connected to the line extension that produces additional revenue to PG&E in accordance with the following provisions:

Refunds will be made within ninety (90) days after the date Applicant becomes eligible for a refund except that refunds may be accumulated to a \$50 minimum, or the total refundable balance remaining is less than \$50.

**Residential:** The refund will be deducted from the total refundable amount. The remaining amount subject to refund represents that portion of the extension cost not supported by revenues.

**Non-residential:** PG&E shall review Applicant's actual base annual revenue each year for the first three years from the date PG&E is first ready to provide service. Applicant shall be responsible for notifying PG&E if new, permanent load is added the fourth through tenth year from the date PG&E is first ready to provide service. Such review shall determine if additional revenue supports any refunds to Applicant.

**Refund Period:** The total refundable amount is subject to refund for a period of ten (10) years after PG&E is first ready to provide service. No refund shall be made in excess of the refundable amount

## DISTRIBUTION AND SERVICE EXTENSION AGREEMENT - PROVISIONS

nor after a period of (10) years after the date PG&E is first ready to provide service. Any unrefunded amount remaining at the end of the ten-year period shall become the property of PG&E.

**Refunds in Series:** When there is a series of extensions, beginning with an extension having an outstanding amount subject to refund, and each extension is dependent on the previous extension as a direct source of supply, a series of refunds will be made as follows:

- (1) Additional service connections supplied from an extension on which there is a refundable amount will provide refunds first to the extensions to which they are connected; and,
- (2) When the amount subject to refund on an extension in a series is fully refunded, the excess refundable amount will provide refunds to the extension having the oldest outstanding amount subject to refund in the series.

**Gas-only Trenching:** If Applicant chooses to perform trenching for PG&E's gas facilities, and qualifies for a gas extension allowance, PG&E will provide Applicant with a reimbursement or credit for the lower of PG&E's project-specific estimated costs or Applicant's Contract Anticipated Costs, as reported on Applicant's Statement of Costs form (Form # 79-1003), upon completion and acceptance by PG&E.

**Outstanding Payments:** Applicant or subsequent assignees of this Agreement shall not be eligible for refunds if there are any outstanding payments due PG&E.

### 10. Unsupported Extension Cost.

When any portion of the refundable amount has not qualified for a refund at the end of twelve (12) months for electric service or thirty-six (36) months for gas service from the date PG&E is first ready to provide service, Applicant will pay to PG&E a cost-of-ownership charge on the remaining refundable balance. Monthly ownership charges are in addition to the refundable amount, and will normally be accumulated and deducted from refunds due to Applicant.

Payment of such cost-of-ownership charges will normally be made by deduction from the payments to be refunded as described in the Amount Subject to Refund section of this Agreement, but such deduction will not thereafter reduce the amount on which the cost-of-ownership charges are determined. If the amount remaining in the original refundable payment is insufficient to offset the cost-of-ownership charge within the 10-year refund period (described in the Amount Subject to Refund section of this Agreement) PG&E shall have the right to separately bill Applicant for this deficiency for the remaining duration of the 10-year refund period. However, the amount subject to cost-of-ownership charges will continue to be reduced by additional connected loads as defined in the Amount Subject to Refund section of this Agreement. Such ownership charges shall initially be determined from the applicable percentage rate established in the Special Facilities section(s) of PG&E's Gas or Electric Rule 2.

The monthly cost-of-ownership charges herein shall automatically increase or decrease without formal amendment to this Agreement if the Commission should subsequently authorize a higher or lower percentage rate for the monthly cost-of-ownership, effective on the date of such authorization.

This provision does not apply to individual residential applicants.

### 11. Payment Adjustments.

**Contract Compliance.** If after six (6) months following the date PG&E is first ready to serve residential loads for which allowances were granted, one (1) year for non-residential loads, Applicant

## DISTRIBUTION AND SERVICE EXTENSION AGREEMENT - PROVISIONS

fails to take service, or fails to use the service contracted for, Applicant shall pay to PG&E an additional contribution.

**Excess Facilities:** If the loads provided by Applicant(s) results in Applicant, the approved contractor or PG&E having installed facilities which are in excess of those needed to serve the actual loads, PG&E may elect to do the following: (1) Applicant shall pay PG&E its estimated cost to remove, abandon, alter, or replace the excess facilities, including those facilities that PG&E reinforced, enlarged, or replaced in anticipation of Applicant's proposed load, less the estimated salvage for any removed facilities, or (2) Applicant shall pay PG&E any Special Facilities charges in accordance with PG&E's Rule 2 for those facilities, including those facilities that PG&E reinforced, enlarged, or replaced in anticipation of Applicant's proposed load, which are in excess of those facilities needed to serve Applicant's actual load. The total cost of the facilities PG&E reinforced, enlarged, or replaced are shown in Exhibit A.

**Deficiency Charges for Non-Payment:** Applicant shall pay PG&E for any administrative and processing charges associated with collecting any payment adjustments related to this Agreement.

### 12. Non-Refundable Amount.

**Discount Option: Competitive Bidding - Installation by Applicant.** In lieu of receiving refunds for the total refundable amount described in the Amount Subject to Refund section, Applicant may elect the Discount Option. Upon completion, acceptance and conveyance of the gas and electric facilities to PG&E, in accordance with the provisions of this Agreement, Applicant may elect to receive a lump sum payment of fifty percent (50%) of the refundable amount as shown in Exhibit A - Cost Summary.

**Discount Option: Competitive Bidding - Installation by PG&E.** In lieu of contributing the total refundable amount described in the Amount Subject to Refund section, Applicant has the option of contributing, on a non-refundable basis, fifty percent (50%) of the refundable amount as shown in Exhibit A - Cost Summary.

**Excess Service:** PG&E's estimated installed costs for Service Extensions in excess of the allowance, not subject to discount, as defined in PG&E's Gas and Electric Rule 16 as shown in Exhibit A - Cost Summary are non-refundable.

**Other Non-refundable Amounts.** Applicant shall pay to PG&E a fixed amount as a non-refundable payment, shown in Exhibit A, for the inspections by PG&E of Distribution System work performed by Applicant or Applicant's contractor, to the extent that such costs are not covered by allowances according to Provision 8 of this document, as well as other non-refundable costs which may include, but are not limited to:

- re-engineering fees,
- preparation fees for trench composite drawings,
- survey and land rights acquisition costs,
- any applicable taxes.

### 13. Non-Standard Equipment Installation and Removal.

When the situation requires the location, installation, maintenance, repair and replacement of specialized or non-standard utility-owned equipment (Equipment) necessary to provide utility service or perform utility work, Applicant agrees to pay the costs to install PG&E's equipment. Applicant further agrees that, should the Equipment need to be replaced for any reason, it shall be Applicant's responsibility to make arrangements and to pay the cost to have the equipment removed and replacement equipment installed. PG&E shall be responsible for furnishing and delivering any

## **DISTRIBUTION AND SERVICE EXTENSION AGREEMENT - PROVISIONS**

replacement to the site. PG&E hereby agrees to the Equipment location on the following terms and conditions:

- Applicant shall furnish, install, own and maintain the Equipment area within or upon his building at his sole cost. The construction of the area shall comply with all applicable building code requirements. The site, access, location, and arrangement of the facilities shall be subject to PG&E's prior written approval, and any changes or additions thereto shall be made only after PG&E's prior written approval. Except for required area maintenance by Applicant, under PG&E's supervision, Applicant shall not have access to the Equipment area.
- Applicant shall make proper arrangements and pay all the costs associated with the initial and all subsequent installations and removals of PG&E's Equipment into the Equipment area.
- Applicant shall furnish, install, own and maintain all primary and secondary conduits within the property line at his sole cost. The plans for the installation of the secondary service facilities termination details, and other associated facilities installed by Applicant for PG&E use shall be subject to PG&E's prior written approval and shall comply with all applicable code requirements.
- Applicant accepts responsibility for any service interruption that may result from PG&E not having clear access to the Equipment area.

### **14. General Access.**

Where it is necessary for PG&E to install facilities on Applicant's premises, Applicant hereby grants to PG&E: (a) the right to install, own and maintain such facilities on Applicant's premises together with sufficient legal clearance between all structures now or hereafter erected on Applicant's premises; (b) the right to enter and leave Applicant's premises for any purpose connected with the furnishing of gas and electric service (meter reading, inspection, testing, routine repairs, maintenance, replacement, emergency work, etc.) and the exercise of any and all rights secured to it by law, or under PG&E's tariff schedules.

### **15. Land Rights.**

Where formal rights-of-way, easements, land leases, or permits are required by PG&E for the installation of the facilities on or over Applicant's property, or the property of others, Applicant understands and agrees that PG&E shall not be obligated to install the Facilities or accept the facilities installed by Applicant or the approved contractor unless and until any necessary permanent rights-of-way, easements, land leases, or permits, satisfactory to PG&E, are granted to or obtained for PG&E without cost to or condemnation by PG&E; however, if PG&E is unable to obtain such land rights, Applicant shall obtain them. Such easement shall include the right of access and right to trim trees as necessary to maintain required legal clearances from overhead wires.

### **16. Acceptance and Conveyance.**

In accordance with the PG&E's General Terms and Conditions attached, and upon (a) PG&E's receipt of any required formal rights-of-way, easements, leases, and permits, and (b) PG&E's pressurization and energization of facilities installed by Applicant, Applicant hereby grants and conveys to PG&E, its successors and assigns, all rights, title and interest in and to all such work and facilities, free and clear of all liens and encumbrances.

### **17. Safety Precautions.**

Applicant shall ascertain the location of all existing gas and electric facilities of PG&E within the scope of Applicant's construction area and inspect the area initially and periodically during construction to verify the location of all existing and new PG&E facilities. Applicant and PG&E shall

## DISTRIBUTION AND SERVICE EXTENSION AGREEMENT - PROVISIONS

perform all work in compliance with applicable federal, state, and local laws, rules and regulations. Applicant shall inform all persons doing work in proximity of the location of PG&E's facilities and ensure that all work of non-PG&E employees is planned and conducted in a manner to safeguard persons and property from injury. Work performed in close proximity to PG&E's energized electric facilities and pressurized gas facilities also shall be performed in accordance with established Cal-OSHA safety rules and practices, and as may be directed by PG&E. Only personnel duly authorized by PG&E are allowed to connect or disconnect conductors from PG&E-owned Service Facilities, or perform any work upon PG&E-owned existing facilities.

### 18. Delays in Construction.

- **Force Majeure.** PG&E shall not be responsible for any delay in either the performance of Applicant's responsibilities under this Agreement, or the installation or completion of the facilities by PG&E resulting from shortage of labor or materials, strike, labor disturbance, war, riot, weather conditions, governmental rule, regulation or order, including orders or judgments of any court or commission, delay in obtaining necessary land rights, act of God, or any other cause or condition beyond the control of PG&E.
- **Resources.** PG&E shall have the right, in the event it is unable to obtain sufficient supplies, materials, or labor for all of its construction requirements, to allocate materials and labor to construction projects which it deems, in its sole discretion, most important to serve the needs of its customers. Any delay in construction hereunder resulting from such allocation shall be deemed to be cause beyond PG&E's control.
- **Inflation.** In the event that PG&E is prevented from commencing the installation of the facilities for reasons beyond its reasonable control within twelve months following the effective date of this Agreement, PG&E shall have the right to revise the cost figures to reflect any increases in costs since the original costs were determined. PG&E shall notify Applicant of such increased costs and give the option to either terminate this Agreement or pay PG&E the additional charges.

### 19. Change Orders and Relocations.

All standard design or construction changes made in the field, which impact the charges to Applicant, will be made using PG&E's Agreement Change Order. These field changes, including unforeseen field conditions which may result in additional work or costs by Applicant, the approved contractor or PG&E, may require sketch revisions of Exhibit B. Unforeseen field conditions include, but are not limited to, contaminated soil, obstructions, and weather conditions. The proper execution and attachment of the Agreement Change Order, and any necessary changes to supersede Exhibit A resulting from the change order, constitutes formal amendment to this Agreement. Applicant shall pay PG&E for any such changes in accordance with the appropriate tariff.

EXCEPTION: If the requested changes are in addition to or substitution for the standard Facilities that PG&E would normally install, then a Special Facilities Agreement shall be required under the provisions of Section I of Rule 2.

### 20. Termination of Agreement.

In the event Applicant has not fulfilled its obligations under this Agreement within twelve (12) months following the date of this Agreement, and PG&E is unable to proceed hereunder, PG&E shall have the right to terminate and/or supersede this Agreement upon thirty (30) days' written notice to Applicant. Upon such notice PG&E will calculate any refundable or additional non-refundable

## **DISTRIBUTION AND SERVICE EXTENSION AGREEMENT - PROVISIONS**

amounts that may be due based on that portion of the distribution system then completed, utilizing the estimated costs developed by PG&E for this Agreement.

The superseding Agreement, if any, shall be in the same form as this Agreement, shall be executed by the parties hereto and shall provide that costs be allocated to the portion of the Distribution System then completed, if any, consistent with those costs estimated by PG&E for this Agreement.

If this Agreement is terminated as set forth above, Applicant further agrees to forfeit that portion of the advance paid to PG&E for its expenses covering any engineering, surveying, right-of-way, removal, acquisition and other associated work incurred by PG&E. If such expenses are greater or less than the refundable and/or non-refundable payments, Applicant shall pay to PG&E, or PG&E shall refund the balance without interest, to Applicant, as the case may be.

### **21. Indemnification and Withholding.**

**INDEMNIFICATION:** Applicant shall indemnify, defend and hold harmless PG&E, its officers, directors, agents, and employees, from and against all claims, demands, losses, damages, costs, expenses, and legal liability connected with or resulting from injury to or death of persons, including but not limited to employees of PG&E, Applicant, contractor or subcontractor; injury to property of PG&E, Applicant, or any third party, or to natural resources, or violation of any local, state or federal law or regulation, including but not limited to environmental laws or regulations, or strict liability imposed by any law or regulation; arising out of, related to, or in any way connected with Applicant's performance of this Agreement, however caused, regardless of any strict liability or negligence of PG&E, whether active or passive, excepting only such claims, demands, losses, damages, costs, expenses, liability or violation of law or regulation as may be caused by the active negligence or willful misconduct of PG&E, its officers, agents, or employees.

Applicant acknowledges that any claims, demands, losses, damages, costs, expenses, and legal liability that arise out of, result from, or are in any way connected with the release or spill of any legally designated hazardous material or waste as a result of the work performed under this Agreement are expressly within the scope of this indemnity, and that the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial work, penalties, and fines arising from the violation of any local, state, or federal law or regulation, attorney's fees, disbursements, and other response costs are expressly within the scope of this indemnity.

Applicant shall, on PG&E's request, defend any action, claim or suit asserting a claim covered by this indemnity. Applicant shall pay all costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorney's fees.

**WITHHOLDING:** In addition to any other right to withhold, PG&E may withhold from payments due Applicant hereunder such amounts as, in PG&E's opinion, are reasonably necessary to provide security against all loss, damage, expense, and liability covered by the foregoing indemnification provision.

### **22. Assignment of Contract.**

Applicant may assign this Agreement, in whole or in part, only if PG&E consents in writing and the party to whom the Agreement is assigned (Assignee) agrees in writing, to perform the obligations of Applicant hereunder. Such assignment shall be made using PG&E's Assignment Agreement and shall be notarized. Assignment of this Agreement shall not release Applicant from any of the obligations under this Agreement unless otherwise provided therein, shall be deemed to include Applicant's right to any refunds then unpaid or which may thereafter become payable.

## **DISTRIBUTION AND SERVICE EXTENSION AGREEMENT - PROVISIONS**

### **23. Joint and Several Liability.**

Where two or more individuals or entities are joint applicants under this Agreement, PG&E shall direct all communications, charges and refunds to Applicant designated below, but all applicants shall be jointly and severally liable to comply with all terms and conditions herein.

### **24. Warranty.**

As specified in PG&E's General Terms and Conditions, Applicant shall warrant that all materials and workmanship performed or otherwise provided by Applicant shall be free of all defects and fit for its intended purposes. The warranty begins with the date the facilities are energized or pressurized by PG&E and extends past the date of final acceptance of the Distribution System by PG&E for (a) one year covering equipment furnished and installed by Applicant or the approved contractor, and (b) two years plus, covering the trenching and backfilling. In the event Applicant's work or materials provided under this Agreement fails to conform to the warranty or are damaged as a result of any actions by a third party, Applicant shall reimburse PG&E its costs for the total cost of repair and/or replacement as deemed necessary by PG&E. Such reimbursements shall be non-refundable.

### **25. Effective Date and Term.**

This Agreement shall be binding when: (a) the Agreement is signed by Applicant and delivered together with payment required to PG&E within ninety (90) days of issuance, and (b) the Agreement is accepted and executed by PG&E. If Applicant is a corporation, partnership, joint venture or a group of individuals, the subscriber hereto represents that he or she has the authority to bind said corporation, partners, joint venture or individuals as the case may be.

The term of this Agreement shall commence on the date PG&E's facilities are first ready to supply and serve, as shown in PG&E's records, and shall then continue in force for a period of ten years, subject to the termination provision of this Agreement

### **26. Commission Jurisdiction.**

This Agreement shall be subject to all of PG&E's applicable tariff schedules on file with and authorized by the Commission and shall at all times be subject to such changes or modifications as the Commission may direct from time to time in the exercise of its jurisdiction. These may include, but are not limited to changes or modifications to Monthly Cost-of-Ownership Charges (higher or lower percentage rates), extension rules, rate schedules, allowances and refund amounts.



**Gas Sample Form No. 62-4042**  
Surety Bond/Bill Guaranty

(T)

**Please Refer to Attached  
Sample Form**

Advice Letter No: 3343-G  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_

# SURETY BOND / BILL GUARANTY

In consideration of Pacific Gas and Electric Company furnishing gas and/or electric service to **(a)** \_\_\_\_\_ **(applicant)** without demanding that the Applicant provide a cash deposit as security for the payment for the Utility Service, I guarantee the prompt payment of all bills due or to become due for the Utility Service provided to Applicant.

If the Applicant does not pay the entire amount due for the Utility Service after Pacific Gas and Electric Company has demanded payment from the Applicant, I will pay all amounts due for Utility Service to Pacific Gas and Electric Company, up to but not exceeding total of **(b)** \_\_\_\_\_ (\$ \_\_\_\_\_).

I authorize Pacific Gas and Electric to transfer any past due closing bill (limited to the amount of this guaranty) for the Utility Service provided to Applicant to my current account or any subsequent account I may have with Pacific Gas and Electric Company. I agree that Pacific Gas and Electric Company may disconnect service to any or all accounts to which the closing bill is transferred if the bill is not paid. **(This clause does not apply to bonding and/or insurance company using a surety bond).**

I waive notice of acceptance of this guaranty, presentation of bills and other collection notices, and consent without further notice to any extension of time granted to the Applicant for payment of any amount due.

I agree that I cannot require Pacific Gas and Electric Company to pursue any remedy Pacific Gas and Electric Company might have against Applicant as a prerequisite to pursuing any remedy Pacific Gas and Electric Company may have against me under this guaranty.

I agree to pay Pacific Gas and Electric Company all cost and expenses it shall incur associated with collection proceedings, including reasonable attorneys' fees, in the event that Pacific Gas and Electric Company must institute any such proceedings to collect any amount due under this guaranty.

I agree this guaranty will remain in effect until either (1) the applicant's accounts under which the Utility Service is provided are closed, (2) Applicant establishes Credit pursuant to Rule No. 6, or (3) twenty days after Pacific Gas and Electric Company receives a written notice from me of termination of this guaranty sent "return receipt requested" to **P.O. Box 8329, Stockton, CA 95208.** I guarantee the payment of all amounts due for the Utility Service as of the time of the termination of this guaranty.

This guaranty shall at all times be subject to such changes or modification by the Public Utilities Commission as it may, from time to time, direct in the exercise of its jurisdiction.

(c) \_\_\_\_\_  
Name of Guarantor(s) (if surety or bonding company, print name of company)

*I declare under penalty of perjury under the laws of the State of California that I am the individual whose name has been signed as guarantor of this agreement.*

(e) Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

(d) \_\_\_\_\_  
Name of Guarantor(s)

At \_\_\_\_\_  
(City, State)

(f) \_\_\_\_\_  
Signature of Guarantor(s)

(g) \_\_\_\_\_  
Signature of Guarantor(s)

(h) \_\_\_\_\_  
Address

\_\_\_\_\_  
City, State and Zip Code

<b>FOR OFFICE USE ONLY</b>	
<b>CIRCLE ONE:</b> RES / CIA	
APPLICANT'S ACCOUNT ID.	_____ (i) _____
<b>GUARANTOR'S ACCOUNT INFORMATION</b>	
ACCOUNT ID.	_____ (j) _____

## What are the requirements in the acceptance of a Surety Bond?

A Surety Bond can be obtained from your insurance company or insurance broker.

- Issue in the account name as the PG&E account is held, can not be issued to a dba (doing business as) name.
- No service address, mailing address or PG&E account number should be listed on the Surety Bond.
- The completed Surety Bond with embossed seal, Power of Attorney Page and Notary's Acknowledgement Page copy should be forwarded by fax for acceptance.

The completed Bond form should be forwarded by fax for acceptance.

**Fax to: 1-866-283-0730**

PG&E's bond department will notify you once the form is accepted. Once you are notified, please mail original documents to:

PG&E  
Attn: Bond Desk  
P.O. Box 8329  
Stockton, CA 95208.

**NOTE: THIS IS A LEGAL DOCUMENT AND CANNOT BE ALTERED OR MODIFIED IN ANY WAY.**

### Key Codes

- (c) Name of Bonding Company
- (d) Printed name from line (f)
- (e) Date bond is in full effect (must match notary date)
- (f) Attorney-in-fact signature
- (g) Leave Blank
- (h) Address of Bonding Company
- (i) Leave Blank
- (j) Leave Blank



**Gas Sample Form No. 62-4501**  
Absolving Service Agreement

**Please Refer to Attached  
Sample Form**

Advice Letter No: 3343-G  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



**DISTRIBUTION:**

- Applicant (Original)
- Division (Original)
- Customer Care (Copy)

**REFERENCE:**

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# Absolving Service Agreement

1. \_\_\_\_\_  
 (Applicant) having requested Pacific Gas and Electric Company (PG&E), to supply all of the \_\_\_\_\_ service, hereinafter called "service," required for the operation of Applicant's equipment and apparatus, located at \_\_\_\_\_ County, State of California, PG&E shall, subject to the conditions hereof, install its distribution facilities without undue delay and supply such service in accordance with its applicable rates and rules established from time to time and on file with the Public Utilities Commission of the State of California, and as provided in a written agreement for service, if any, attached hereto and made a part hereof.
  
2. In order for PG&E to supply and/or for Applicant to receive such service, it will be necessary for (check appropriate item or items)
  - PG&E to utilize certain of its existing facilities considered by PG&E to be of questionable permanency.
  - PG&E to install and utilize certain of its facilities on property across which suitable permanent rights of way are not available on a basis acceptable to PG&E.
  - Applicant to use service facilities owned by the hereinafter named licensor.
  - Applicant to install and use service facilities on, over, or under property owned by the hereinafter named licensor.

Said facilities and/or property are shown and delineated on the map attached hereto and made a part hereof.
  
3. Applicant has represented and does hereby represent to PG&E that he has obtained permission to use the said certain service facilities and/or to install and use facilities on, over, and under property owned by the following named Licensor:  
 NAME \_\_\_\_\_  
 ADDRESS \_\_\_\_\_
  
4. Applicant shall hold harmless PG&E, its officers, agents, and employees from and indemnify them against any liability, claim, or loss for damage to any property or injury to or death of any person or persons in any way arising from or connected with the service facilities owned by Licensor or Applicant, as the case may be, used by Applicant to receive service hereunder and PG&E shall have no obligation with respect to the operation or maintenance thereof.
  
5. Should PG&E desire to remove or abandon its facilities of questionable permanency or in the event of the revocation of PG&E's or Applicant's right or permission to locate facilities on property owned by others or on lands across which suitable permanent rights of way are not available, or should Applicant's permission to use Licensor's facilities be terminated, or should Licensor's or Applicant's facilities at any time become unsafe or unsuitable in PG&E's opinion for transmitting service, PG&E shall have the right to remove or abandon any of its facilities and discontinue service to Applicant and in any such event, PG&E, shall be absolved of and from any and all liability to Applicant for and Applicant shall indemnify PG&E, its officers, agents and employees against any and all damage, whether to person or property, which Applicant or any third party may suffer by reason of or in any way connected with such discontinuance of service. PG&E will relocate its facilities upon request provided suitable rights of way are available therefore and Applicant first pays to PG&E the cost of such relocation as estimated by PG&E.



# Absolving Service Agreement

- 6. All service furnished by PG&E to Applicant will be supplied at the connection between Applicant's or Licensor's facilities, as the case may be, and PG&E's facilities, hereinafter called "point of delivery, " and will be transmitted therefrom by Applicant at latter's own risk, provided, however, that for the convenience of the parties hereto, but without in any way changing said point of delivery PG&E may transform or regulate and meter said service at a point agreeable to the parties hereto.
- 7. Applicant may, with PG&E's written consent, assign this contract if the assignee thereof will in writing agree to be bound by all terms and conditions hereof applicable to Applicant and the terms and conditions of any then effective service agreement between the parties hereto for service to said property.
- 8. This agreement shall remain in force so long as PG&E provides service to Applicant on said property unless earlier terminated by mutual agreement by the parties hereto.
- 9. This contract shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California, as said Commission may, from time to time, direct in the exercise of its jurisdiction.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

This agreement is effective when accepted and executed by PG&E.

PACIFIC GAS AND ELECTRIC COMPANY

\_\_\_\_\_  
Customer/Company

\_\_\_\_\_

\_\_\_\_\_  
Authorized by (Print)

\_\_\_\_\_  
Authorized by (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Applicant's Mailing Address

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



**Gas Sample Form No. 62-4527**  
Agreement to Perform Tariff Schedule Related Work

**Please Refer to Attached  
Sample Form**

Advice Letter No: 3343-G  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



# AGREEMENT TO PERFORM TARIFF SCHEDULE RELATED WORK<sup>1</sup>

DISTRIBUTION:	REFERENCE:
<input type="checkbox"/> Applicant (Original)	_____
<input type="checkbox"/> Division (Original)	_____
<input type="checkbox"/> Customer Care (Copy)	_____

\_\_\_\_\_ (Applicant) has requested **PACIFIC GAS AND ELECTRIC COMPANY**, a California corporation (PG&E), to perform the tariff schedule related work as located and described in paragraph 3 herein.

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

- Whenever part or all of the requested work is to be furnished or performed upon property other than that of Applicant, Applicant shall first procure from such owners all necessary rights-of-way and/or permits in a form satisfactory to PG&E and without cost to it.
- Applicant shall indemnify and hold harmless PG&E, its officers, agents and employees, against all loss, damage, expense and liability resulting from injury to or death of any person, including but not limited to, employees of PG&E, Applicant or any third party, or for the loss, destruction or damage to property, including, but not limited to property of PG&E, Applicant or any third party, arising out of or in any way connected with the performance of this agreement, however caused, except to the extent caused by the active negligence or willful misconduct of PG&E, its officers, agents and employees. Applicant will, on PG&E's request, defend any suit asserting a claim covered by this indemnity. Applicant will pay all costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorneys' fees.
- The location and requested work are described as follows: (Describe in detail the materials and facilities to be furnished and/or work to be performed by PG&E. If more space is required, use other side and attach any necessary drawings as Exhibits A, B, C, etc.):

LOCATION: \_\_\_\_\_

DESCRIPTION OF WORK: \_\_\_\_\_

\_\_\_\_\_

- Applicant shall pay to PG&E, promptly upon demand by PG&E, as the complete contract price hereunder, the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_)

Upon completion of requested work, ownership shall vest in:  PG&E  Applicant

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

This agreement is effective when accepted and executed by PG&E.

_____	<b>PACIFIC GAS AND ELECTRIC COMPANY</b>
Applicant	_____
_____	_____
Authorized by (Print)	Authorized by (Print)
_____	_____
Signature	Signature
_____	_____
Title	Title
_____	_____
Date	Date

Mailing Address:

<sup>1</sup>Automated Document, Preliminary Statement, Part A



**Gas Sample Form No. 79-255**  
Agreement for Installation or Allocation of Special Facilities

**Please Refer to Attached  
Sample Form**

Advice Letter No: 3343-G  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



DISTRIBUTION

- Applicant
- Division
- Customer Operations
- Plant Accounting
- Customer Billing

REFERENCE

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# AGREEMENT FOR INSTALLATION OR ALLOCATION OF SPECIAL FACILITIES

At the request of \_\_\_\_\_  
(Applicant), PACIFIC GAS AND ELECTRIC COMPANY (PG&E) hereby agrees, as an accommodation, to install at the Applicant's expense within a reasonable time, or allocate for Applicant's use at

\_\_\_\_\_  
State of California, certain facilities consisting of \_\_\_\_\_ (Special Facilities), at an estimated total additional installed cost of \$ \_\_\_\_\_ over and above the cost of standard facilities which PG&E would normally provide or allocate for regular service in accordance with its tariffs on file with and authorized by the California Public Utilities Commission (Commission), subject to the following terms and conditions:

1. Applicant shall pay to PG&E, on demand and in advance of construction by PG&E, the initial sum of:
  - (a) \$ \_\_\_\_\_ (Advance) which consists of a credit of \$ \_\_\_\_\_ for that portion of the facilities provided by and conveyed to PG&E by the Applicant, and Applicant's payment of \$ \_\_\_\_\_ representing PG&E's additional costs for Special Facilities; plus,
  - (b) \$ \_\_\_\_\_ (Rearrangement) a non-refundable amount representing PG&E's cost of rearranging existing facilities to accommodate the installation of the Special Facilities.
  
2. Applicant shall also pay to PG&E, in addition to the monthly rates and charges for service, at the option of PG&E, either:
  - (a) A monthly charge for the Special Facilities of \$ \_\_\_\_\_ (Cost of Ownership Charge) representing the continuing ownership costs of the Special Facilities ( \_\_\_\_\_ % per month) as determined in accordance with the applicable percentage rate established in the Special Facilities section of PG&E's applicable Gas or Electric Rule No. 2, copy attached; or,
  - (b) \$ \_\_\_\_\_ (Equivalent One-Time Payment) which is the present worth of the monthly ownership costs ( \_\_\_\_\_ %) for the Special Facilities in perpetuity. Refunds and adjustments, if any, of the Advance and Equivalent One-Time Payment will be made in accordance with paragraph 13. Interest at the rate of \_\_\_\_\_ % annually will be added to the unamortized balance of the Equivalent One-Time Payment on each anniversary of the date the Special Facilities are first made available, as such date is established in PG&E's records, before the current year's Cost of Ownership Charges are deducted.

The monthly Cost of Ownership Charge shall commence on the date the Special Facilities are first available for Applicant's use, as such date is established in PG&E's records. PG&E will notify Applicant, in writing, of such commencement date.
  
3. The annual ownership cost used to determine the Equivalent One-Time Payment or used to determine the monthly charges in paragraph 2 above shall automatically increase or decrease without formal amendment to this agreement if the Commission should subsequently authorize a higher or lower percentage rate for monthly costs of ownership for Special Facilities as stated in Rule No. 2, effective with the date of such authorization. Thereafter, such revised annual ownership cost shall also be used to determine the unamortized balance of the Equivalent One-Time Payment, as provided in paragraph 13.(a).

## AGREEMENT FOR INSTALLATION OR ALLOCATION OF SPECIAL FACILITIES

4. Where it is necessary to install Special Facilities on Applicant's premises, Applicant hereby grants to PG&E:
  - (a) the right to make such installation on Applicant's premises along the shortest practical route thereon and of sufficient width to provide legal clearance from all structures now or hereafter erected on Applicant's premises for any facilities of PG&E; and,
  - (b) the right of ingress to and egress from Applicant's premises at all reasonable hours for any purposes reasonably connected with the operation and maintenance of the Special Facilities.
5. Where formal rights of way or easements are required on and over Applicant's property or the property of others for the installation of the Special Facilities, Applicant understands and agrees that PG&E shall not be obligated to install the Special Facilities unless and until any necessary permanent rights of way or easements, satisfactory to PG&E, are granted without cost to PG&E.
6. PG&E shall not be responsible for any delay in completion of the installation of the Special Facilities resulting from shortage of labor or materials, strike, labor disturbance, war, riot, weather conditions, governmental rule, regulation or order, including orders or judgments of any court or Commission, delay in obtaining necessary rights of way and easements, act of God, or any other cause or condition beyond the control of PG&E. PG&E shall have the right, in the event it is unable to obtain materials or labor for all of its construction requirements, to allocate materials and labor to construction projects which it deems, in its sole discretion, most important to serve the needs of its customers, and any delay in construction hereunder resulting from such allocation shall be deemed to be a cause beyond PG&E's control.
7. In the event that PG&E is prevented from completing the installation of the Special Facilities for reasons beyond its control within twelve (12) months following the date of this Agreement, PG&E shall have the right to terminate this Agreement upon thirty (30) days' written notice to Applicant.
8. If this Agreement is terminated as set forth in paragraph 7, the provisions of paragraph 13 shall be applicable, based on that portion of the Special Facilities then completed, if any, including charges for any expense incurred by PG&E for any engineering, surveying, right of way acquisition expenses and other associated expenses incurred by PG&E for that portion of the Special Facilities not installed or, in PG&E's sole judgment, not useful in supplying permanent service to PG&E's other customers.
9. Special Facilities provided by PG&E hereunder shall at all times be and remain the property of PG&E.
10. As provided in PG&E's applicable Electric Rule 14 or Gas Rules 14 and 21, copies attached, Applicant understands that PG&E does not guarantee electric or gas service to be free from outages, interruptions or curtailments and that the charges for the Special Facilities represent the additional cost associated with providing the Special Facilities rather than for a guaranteed level of service or reliability.
11. If it becomes necessary for PG&E to alter or rearrange the Special Facilities, including, but not limited to the conversion of overhead facilities to underground, Applicant shall be notified of such necessity and shall be given the option to either terminate this Agreement in accordance with paragraphs 12 and 13, or to pay PG&E additional Special Facilities consisting of:
  - (a) A facility termination charge for that portion of the Special Facilities which is being removed because of alteration or rearrangement. Such charge to be determined in the same manner as described in paragraph 13; plus,
  - (b) An additional Advance and/or rearrangement costs, if any, for any new Special Facilities requested which shall be determined in the same manner as described in paragraph 1; plus,
  - (c) A revised Equivalent One-Time Payment or monthly charge based on the total net estimated additional installed costs of all new and remaining Special Facilities. Such revised Equivalent One-Time Payment or monthly charge shall be determined in the same manner as described in paragraphs 2 and 3.



# AGREEMENT FOR INSTALLATION OR ALLOCATION OF SPECIAL FACILITIES

- 12. This Agreement shall be effective when executed by the parties hereto and shall remain in effect until terminated by either party on at least thirty (30) days' advance written notice.
- 13. Upon discontinuance of the use of any Special Facilities due to termination of service, termination of this Agreement, or otherwise:
  - (a) Applicant shall pay to PG&E on demand (in addition to all other monies to which PG&E may be legally entitled by virtue of such termination) a facility termination charge defined as the estimated installed cost, plus the estimated removal cost, less the estimated salvage value for the Special Facilities to be removed, as determined by PG&E in accordance with its standard accounting practices. PG&E shall deduct from the facility termination charge the Advance plus the unamortized balance of the Equivalent One-Time Payment previously paid, if any. If the Advance paid plus the unamortized balance of the Equivalent One-Time Payment is greater than the facility termination charge, PG&E shall refund the difference, without interest, to the Applicant;
  - (b) PG&E shall be entitled to remove and shall have a reasonable time in which to remove any portion of the Special Facilities located on the Applicant's premises;
  - (c) PG&E may, at its option, alter, rearrange, convey or retain in place any portion of the Special Facilities located on other property off Applicant's premises. Where all or any portion of the Special Facilities located off Applicant's premises are retained in place and used by PG&E to provide permanent service to other customers, an equitable adjustment will be made in the facility termination charge.
- 14. Applicant may, with PG&E's written consent, assign this Agreement if the assignee thereof will agree in writing to perform Applicant's obligations hereunder. Such assignment will be deemed to include, unless otherwise specified therein, all of Applicant's rights to any refunds which might become due upon discontinuance of the use of any Special Facilities.
- 15. This agreement shall be subject to all of PG&E's applicable tariffs on file with and authorized by the Commission and shall at all times be subject to such changes or modifications as the Commission may direct from time to time in the exercise of its jurisdiction.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

This agreement is effective when accepted and executed by PG&E.

## PACIFIC GAS AND ELECTRIC COMPANY

\_\_\_\_\_  
Customer/Company

\_\_\_\_\_  
Authorized by (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized by (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

MAILING ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attachments: Rules 2 and 14(Electric), or Rules 2, 14 and 21 (Gas)



**Gas Sample Form No. 79-762**  
Imbalance Trading Form for Schedule G-BAL Service

**Please Refer to Attached  
Sample Form**

Advice Letter No: 3343-G  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_

## IMBALANCE TRADING FORM FOR SCHEDULE G-BAL SERVICE

Refer to Schedule G-BAL for imbalance trading rules. Fill in data below, as applicable.  
*Please type or print legibly.*

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

	Source Account (Customer Providing Gas)	Destination Account (Customer Receiving Gas)
Customer Name:	_____	_____
Marketer or CTA ID:	_____	_____
Storage ID:	_____	_____
Premises Number:	_____	_____
Imbalance Quantity for Trade (Therms):	_____	_____
Month of Imbalance:	_____	_____

The undersigned is (please check one):     Customer     Agent                       Customer     Agent

Signature:	_____	_____
Name:	_____	_____
Title:	_____	_____
Company Name:	_____	_____
Telephone Number:	_____	_____
Fax Number:	_____	_____

This form must be e-mailed, mailed or faxed to PG&E at the following address:

Pacific Gas and Electric Company  
Attn: Balancing Coordinator  
6121 Bollinger Canyon Road, Room 4250G  
San Ramon, CA 94583  
Fax: (925) 244-3544  
e-mail: CGTServicesX@pge.com

It is the sole responsibility of each Customer to ensure this form is received at the above address by the trading period deadline.



**Gas Sample Form No. 79-796**  
Notice of Gas Storage Inventory Transfer

**Please Refer to Attached  
Sample Form**

Advice Letter No: 3343-G  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_

# NOTICE OF GAS STORAGE INVENTORY TRANSFER

(Please Type or Print Legibly)

**SELLING CUSTOMER**

**BUYING CUSTOMER**

Customer Name:		
Exhibit No:		
The Undersigned is	_____ Customer	_____ Customer
(Please Check one)	_____ Agent	_____ Agent
Authorized Representative:		
Signature:		
Title:		
Company Name:		
Date:		
Telephone Number		
Fax Number		

Inventory Quantity Transferred (Therms)	
Date of Inventory Transfer <sup>1</sup>	

**FOR PACIFIC GAS AND ELECTRIC COMPANY**

Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**Date and Time Stamp**

This form must be e-mailed, mailed or faxed to PG&E at the following address:

Pacific Gas & Electric Company  
California Gas Transmission  
6121 Bollinger Canyon Road, Room 4250G  
San Ramon, CA 94583  
Fax No. (925) 244-3503; CGTServicesX@pge.com

<sup>1</sup> It the sole responsibility of each Company to ensure this form is received by PG&E before the trading date requested.



**Gas Sample Form No. 79-845**  
Core Gas Aggregation Service Agreement

**Please Refer to Attached  
Sample Form**

Advice Letter No: 3343-G  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



# CORE GAS AGGREGATION SERVICE AGREEMENT

### DISTRIBUTION

- PG&E Pgrm Admin (Original)
- CTA
- PG&E Gas Contract Administrator
- PG&E Credit Mgr,
- \_\_\_\_\_

### FOR PG&E USE ONLY

CTA Group#: \_\_\_\_\_  
 Billing Acct.#: \_\_\_\_\_  
 Date Received: \_\_\_\_\_  
 Effective Svc. Date: \_\_\_\_\_  
 Termination Date: \_\_\_\_\_

This Core Gas Aggregation Service Agreement (CTA Agreement or Agreement) is made by and between Pacific Gas and Electric Company (PG&E), a California Corporation, and \_\_\_\_\_, to be known as a Core Transport Agent (CTA). PG&E and CTA are collectively herein referred to as "Parties" and individually as "Party." CTA requests that PG&E provide Core Gas Aggregation Service to CTA on behalf of its Core Transport Group (Group). CTA shall be considered an Agent for the Group, and for individual Group members, who are Core End-Use Customers receiving transportation service and who have selected the CTA as their gas supplier, pursuant to Schedule G-CT.

The CTA agrees to abide by the applicable sections of PG&E's tariffs as well as the terms and conditions stated in this Agreement and Attachments hereto. The Attachments described below are hereby made a part of this Agreement and specify terms and conditions of Core Gas Aggregation Services provided by PG&E pursuant to its tariffs, including Schedule G-CT, and gas Rules 23 and 25.

### TERM OF AGREEMENT

This Agreement will become effective as of \_\_\_\_\_ (Effective Service Date) and will remain in effect unless terminated by the CTA or PG&E in accordance with this Agreement, Schedule G-CT and/or gas Rules 23 and 25.

### ATTACHMENTS

(A) Customer Authorization for Core Gas Aggregation Service (Authorization). Attachment A provides one method by which CTA may obtain authorization from a Core End-Use Customer to act on the Customer's behalf to provide Core Gas Aggregation Service.

(B) Core Transport Group Summary (Group Summary). This Attachment is no longer in use.

(C) Assignment of Firm Pipeline Capacity (Pipeline Capacity Assignment). In accordance with Schedule G-CT, the CTA will be offered an assignment, for each month in the capacity assignment period, of a pro rata share of the firm pipeline capacity contracted for and held by PG&E for its Core Customers on the Gas Transmission – Northwest Corporation (GTN), Foothills PipeLines Ltd. (Foothills), NOVA Gas Transmission Ltd. (NGTL), PG&E's Backbone Transmission System paths, Ruby Pipeline, El Paso Natural Gas Company and Transwestern Pipeline Company (each of which is a Pipeline and, collectively, the "Pipelines"), which will be identified in Attachment C of this Agreement. If CTA has multiple CTA Agreements, the assigned volumes for Attachment(s) C with the same term will be combined and considered as one direct assignment with the Pipelines, unless otherwise agreed by the Parties. Executed Attachment C will record capacity amounts assigned and rejected.

(D) Core Firm Storage Declarations (Core Storage) PG&E will allocate to CTA a pro rata share of core firm storage capacity, which allocation shall be set forth in Attachment D of this CTA Agreement. Executed Attachment D will record amounts accepted, rejected, and assigned to the CTA. Amounts of core firm storage capacity held by the CTA (Assigned Storage) will be used according to Schedule G-CT and Schedule G-CFS and will be paid for by the CTA.

(E) Termination of Customer Authorization for Core Gas Transportation Service (Termination). This Attachment is no longer in use.

## CORE GAS AGGREGATION SERVICE AGREEMENT

(F) Formal Communications Between Parties (Communications). Any formal communications concerning this Agreement shall be in writing and shall be delivered by e-mail with read receipt verification, hand or certified delivery to the appropriate address shown in Attachment F and shall be deemed to be received as of the delivery or read receipt date. Operational communications regarding billing, capacity, forecasts, imbalances, and other matters will be directed as indicated on the most recent version of this Attachment, as provided by CTA. CTA will promptly submit changes in this Attachment to PG&E.

(G) Optional Assignment to Core Transport Agent of Firm Northern Pipeline Path Capacity.. This Attachment is no longer in use.

(H) Authorization for Early Termination Any CTA who authorizes PG&E to terminate Core Gas Aggregation Service prior to the initial twelve (12) month term must execute an Attachment H.

(I) Certification of Alternate Resources for Rejected Storage Withdrawal Capacity (Alternate Resources) In accordance with Schedule G-CT, Alternate Resources are required to the extent that the CTA rejects all or part of the Initial Storage Allocation and/or a Mid-Year Storage Allocation Adjustment.

(J) Declaration of Alternate Firm Winter Capacity (Winter Capacity) Pursuant to Schedule G-CT, CTAs may be required, during the Winter Season, to contract for firm PG&E Redwood and PG&E Baja Backbone Transmission path capacity. If a CTA chooses not to accept any portion of PG&E's pro rata allocation of winter Backbone pipeline capacity, Attachment J must be executed and submitted for each winter month that the allocation is rejected and transmitted to PG&E within five (5) days of CTA's receipt of notice to meet their Firm Winter Capacity Requirement.

(K) Core Transport Agent Billing Agreement (Consolidated Billing Credits) Attachment K must be executed if: 1) the CTA provides consolidated billing and PG&E no longer sends end-users an information-only bill; 2) the CTA shall be responsible for providing the end-user with the required billing and Customer protection information; and 3) PG&E is to provide a billing credit to the CTA or the end-user for PG&E's avoided costs.

(L) Consolidated PG&E Billing In accordance with gas Rule 23, Attachment L must be executed if the CTA authorizes PG&E to provide Consolidated PG&E Billing.

### BILLING AND PAYMENT

Pursuant to PG&E's tariffs, the CTA is ultimately responsible for paying PG&E for all charges associated with Core Gas Aggregation Service that PG&E provides to CTA on behalf of Customers in the Group.

PG&E will bill the CTA and the CTA will pay for services rendered under this Agreement. Bills are due and payable pursuant to Rules 23 and 25.

In the event of a billing dispute, the bill must be paid in full by CTA pending resolution of the dispute under California Public Utilities Commission (CPUC) procedures. Such payment shall not be deemed a waiver of CTA's right to a refund. The Agreement may not be subject to termination for any billing dispute pending before the CPUC.

### CREDITWORTHINESS

CTA must meet creditworthiness requirements as set forth in gas Rules 23 and 25 before providing Core Gas Aggregation Service to a Group under this Agreement.

## CORE GAS AGGREGATION SERVICE AGREEMENT

### ASSIGNMENT OF FIRM PIPELINE CAPACITY

Subject to approval of the applicable Pipelines, PG&E will offer an assignment to CTA of a pro rata share of firm pipeline capacity contracted for and held by PG&E for its Core Customers on the Pipelines under the terms and conditions set forth herein and in Schedule G-CT.

Attachment C specifies the terms and conditions for direct assignment of firm pipeline capacity to the CTA for service to Customers in its Group. Attachment C must be executed by the CTA prior to assignment of firm pipeline capacity. The assignment will be made for each month in a capacity assignment period pursuant to Schedule G-CT.

The CTA is responsible for all charges associated with pipeline capacity.

If the CTA defaults on its payments to the Pipelines and Pipelines bill PG&E for any unpaid charges, the CTA will be considered in violation of this CTA Agreement until CTA meets all outstanding financial obligations to the Pipelines and the Pipelines so notify PG&E. If CTA fails to pay the Pipelines, PG&E may terminate this CTA Agreement and/or reclaim the Firm Pipeline Capacity offered to and accepted by the CTA.

CTA shall indemnify, reimburse and otherwise hold PG&E harmless for all losses, reasonably incurred costs, expenses, damages, and liabilities relating to firm pipeline capacity covered by this Agreement or assigned pursuant to Schedule G-CT. Any Interstate Capacity assigned per Attachment C herein shall at all times be subject to the jurisdiction of the Federal Energy Regulatory Commission (FERC) and applicable FERC pipeline tariffs. Any Canadian Capacity assigned per Attachment C herein shall at all times be subject to the jurisdiction of the governing Canadian authorities and applicable Pipeline tariffs.

### CTA CORE FIRM STORAGE ALLOCATION

PG&E will allocate to CTA their pro rata share of core firm storage capacity, under the terms and conditions set forth herein and in Schedule(s) G-CT and G-CFS. Attachment D, which specifies the terms and conditions for assignment of core firm storage allocation to the CTA for service to Customers in its Group, must be executed by the CTA prior to commencement of core firm storage service under this CTA Agreement.

For any and all storage capacity rejected from an Initial Storage Allocation and/or Mid-Year Storage Allocation Adjustment, CTA agrees to obtain Alternate Resources, as provided in Schedule G-CT, equivalent to the amount of withdrawal capacity rejected, for each month of the Winter Season. CTA agrees to provide timely monthly certifications of its Alternate Resources, as set forth in Attachment I to this Agreement.

For any and all rejected PG&E storage allocations, the CTA releases PG&E from any and all liability arising out of or associated with the CTA's rejection thereof and with the associated injection, inventory and withdrawal capacity not being available for the CTA's use. Further, the CTA shall indemnify PG&E for any and all losses, including direct and consequential damages, that arise from or are associated with: (i) any representation in the CTA's monthly certifications respecting Alternate Resources (Attachment I) which turn out to be inaccurate; (ii) any failure of the CTA's Alternate Resources to perform as compared to the storage resources which would have been available to the CTA from PG&E's allocated core storage capacity had the PG&E storage capacity not been rejected by the CTA; and/or (iii) any failure to provide such certifications as required in Schedule G-CT.

### COMMUNICATIONS

Formal communications concerning this CTA Agreement shall be in writing and shall be delivered by e-mail with read receipt verification, hand or certified delivery to the appropriate address specified in Attachment F hereto and shall be deemed to be received as of the delivery date. The contact information designated on Attachment F may be changed from time to time, by the Party affected, upon receipt of a revised Attachment F by the other Party.

## CORE GAS AGGREGATION SERVICE AGREEMENT

### ASSIGNMENT

Neither Party may assign all or any portion of this CTA Agreement without the written consent of the other Party provided, however, notice only, and not consent, is required if an assignment of PG&E's entire interest hereunder is made to a parent or affiliate of PG&E or to an entity succeeding to all or substantially all of the business properties and assets of PG&E or to the business function to which this Agreement relates. Any successor to, transferee, or assignee of the rights of a Party, whether by voluntary transfer, judicial sale, foreclosure sale, or otherwise, shall be subject to all terms and conditions of this Agreement to the same extent as though such successor, transferee or assignee were an original Party.

### FORCE MAJEURE

- (a) In the event either CTA or PG&E is rendered unable, wholly or in part, by force majeure to carry out its obligations under this CTA Agreement, it is agreed that, upon such Party giving notice as soon as practicable in writing (or as soon as practicable by facsimile or telephone if confirmed in writing within seventy-two (72) hours) to the other Party no later than five (5) business days after the onset of the force majeure condition, then the obligations of the Party giving such notice, so far as they are affected by such force majeure, shall be suspended during the continuance of the effects of the cause; provided that such notice shall give the other Party reasonably full particulars of such force majeure, including the circumstances preventing or delaying performance hereunder; and provided that the Party subject to such force majeure shall remedy it so far as possible with all reasonable dispatch; and further provided, that no force majeure shall be cause for delay in the payment for services rendered.
- (b) The term "force majeure," as employed herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockage, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, high water, washouts, civil disturbances, explosions, breakage, blockage or accident to machinery or lines of pipe, the necessity for making non-routine repairs or non-routine alterations to machinery or lines of pipe, freezing lines of pipe, acts of civil or military authority (including, but not limited to, courts, or administrative or regulatory agencies), and any other cause, whether of the kind herein enumerated or otherwise, not within the control of the Party claiming suspension and which, by the exercise of due diligence, that Party is unable to prevent or overcome.
- (c) It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the Party having the difficulty, and the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts when such course is inadvisable in the discretion of the Party having the difficulty.
- (d) It is understood and agreed that "force majeure" as used herein shall not include scheduled and routine maintenance and repairs of machinery and lines of pipe, operational flow orders, emergency flow orders or diversion orders in accordance with PG&E's gas Rule 14, financial considerations, or the unavailability of upstream or downstream transportation or supply.

### GENERAL

PG&E shall have no liability to Group/Customer/CTA, or any assignee thereof, for any curtailments or interruptions of service or losses of gas pursuant to this Agreement, and PG&E's tariffs. The liability of PG&E for any curtailments, interruptions of service or gas losses otherwise arising out of mistakes, omissions, interruptions, delays, errors or defects in any of the gas services or facilities used or furnished by PG&E shall in no event exceed an amount equal to any applicable pro rata charges for the period during which the services or facilities are affected by the mistake, omission, interruption, loss, delay, error or defect, provided, however, that the provisions hereof shall not apply to damages caused by willful misconduct, fraudulent conduct or violations of law by PG&E.

## CORE GAS AGGREGATION SERVICE AGREEMENT

No Party under this Agreement shall be assessed any special, punitive, consequential, incidental, or indirect damages, whether in contract or tort (including negligence) or otherwise, for any breach, actions or inactions arising from, out of, or related to this Agreement.

PG&E may accept e-mailed or facsimile copies of this Agreement and any other notices or agreements hereunder, and the same shall be binding on the CTA or Customer as though they were original signed documents. PG&E may accept the signature of any representative of the CTA or Customer on any such agreement or notice, and the same shall be binding on CTA or Customer without any obligation on PG&E's part to verify that the person so signing has authority to bind CTA or Customer provided that the CTA or Customer may, and has the affirmative obligation to, provide PG&E with a list of people authorized by the CTA or Customer to execute such documents or agreements with PG&E and, if the CTA or Customer provides such a list, PG&E shall limit its acceptance of and reliance on such documents accordingly.

With the exception of CPUC-approved tariff and rule changes, no subsequent waiver, modification or amendment of this Agreement or attachments shall be effective, including such changes the CPUC may direct as provided below, unless in writing and signed by a duly authorized representative of the Parties, provided, however, that modifications to Attachment A require the signature of the CTA and the Customer, but not PG&E.

This CTA Agreement does not change the obligations, restrictions or rights contained in other agreements between the Parties unless expressly set forth in this Agreement. The Parties agree that all understandings between them regarding the services to be provided under this Agreement are set forth or referenced in this Agreement. No agreements, representations, memoranda, or any other form of communication, written or oral, exchanged before the signing of this Agreement (other than PG&E's tariffs), shall be grounds for altering or interpreting the terms of this CTA Agreement.

The waiver by either Party of any breach of any term, covenant or condition contained in this Agreement, or any default in the performance of any obligations under this Agreement, shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition or obligation. Nor shall any waiver of any incident of breach or default constitute a continuing waiver of the same.

This Agreement shall be interpreted under the laws of the State of California. This Agreement and the obligations of the Parties are subject to all valid laws, orders, rules, and regulations of authorities (or the successors of those authorities) having jurisdiction over this Agreement or the Parties' actions thereunder.

This Agreement shall at all times be subject to any changes or modifications the CPUC may direct from time to time in the exercise of its jurisdiction. Such changes or modifications may be made to this Agreement or to PG&E's applicable tariff schedules and rules. This Agreement in all respects shall be and remains subject to PG&E's gas Rules in effect during the term of this Agreement, as they may change from time to time.

Complaints against the utility arising out of this Agreement shall be enforced only under the provisions of Section 1702 of the Public Utilities Code. Each Party shall be entitled to recover reasonable costs, including attorneys' fees, to collect payment for services performed or other amounts due and owing under this Agreement.

Neither CTA nor Customer shall take any action which may subject PG&E's gas operations or facilities to the jurisdiction of the FERC or any successor to the FERC. Any such action is cause for the immediate termination of this Agreement.



# CORE GAS AGGREGATION SERVICE AGREEMENT

**Core Transport Agent:**

CTA Name	<b>PACIFIC GAS AND ELECTRIC COMPANY</b>
Authorized Representative (Print)	Authorized by (Print)
Signature	Signature
Title	Title
Date	Date

Attachments: Attachments A, C, D, F, H, I, J, K, L  
Schedules G-CT, G-BAL, G-CFS, G-ESP  
Gas Rules 1, 14, 21, 23, 25



**Gas Sample Form No. 79-845A**  
Core Gas Aggregation Service Agreement (T)  
ATTACHMENT A - Customer Authorization for Core Gas Aggregation Service (T)

**Please Refer to Attached  
Sample Form**



# CORE GAS AGGREGATION SERVICE AGREEMENT

### DISTRIBUTION

- PG&E Pgrm Admin (Original)
- \_\_\_\_\_
- \_\_\_\_\_

### FOR PG&E USE ONLY

CTA Group#: \_\_\_\_\_  
 Date Received: \_\_\_\_\_  
 Effective Svc. Date: \_\_\_\_\_  
 Termination Date: \_\_\_\_\_

## ATTACHMENT A

### Customer Authorization for Core Gas Aggregation Service

I authorize the Core Transport Agent (CTA) listed below to act on my behalf, to obtain natural gas under PG&E's tariffs for Core Gas Aggregation Service. Core Gas Aggregation Service will be provided to me in accordance with the rules and regulations of the California Public Utilities Commission (CPUC). I understand that PG&E shall continue to provide transportation services pursuant to its tariffs.

I authorize PG&E to release to my CTA, by written or electronic transfer, the current and historical gas usage information for PG&E accounts set forth in this Authorization. I release PG&E from any liability resulting from use of this information by others.

I will continue to be responsible for payment of PG&E's transportation charges, even if I authorize PG&E to send my transportation charges to my CTA. I understand and acknowledge that the CPUC will continue to regulate PG&E. I also understand that the CPUC does not regulate my CTA under Core Gas Aggregation Service. I understand CTA's are not agents of PG&E, and PG&E shall not be liable for any of the Core Transport Agent's acts, omissions or representations.

### Billing Options

**Check one:** (Note that your CTA may offer only one of these options)

- I request that PG&E bill me directly for transportation services provided by PG&E at my current billing address(es). PG&E may provide my CTA with an information-only statement of my PG&E charges.
- I request that PG&E send my PG&E bill to my CTA, who will pay PG&E and bill me, subject to approval by PG&E.

Signed by: \_\_\_\_\_  
 (Signature of Customer or duly authorized representative)

Accepted by: \_\_\_\_\_  
 (Signature of CTA or duly authorized representative)

For: \_\_\_\_\_  
 (CTA [Company] Name) (CTA Group No.)

\_\_\_\_\_  
 (Date)





**Gas Sample Form No. 79-845C**  
Core Gas Aggregation Service Agreement (T)  
ATTACHMENT C - Assignment of Firm Pipeline Capacity (T)

**Please Refer to Attached  
Sample Form**

Advice Letter No: 3343-G  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



# CORE GAS AGGREGATION SERVICE AGREEMENT

## ATTACHMENT C

### Assignment of Firm Pipeline Capacity

This Attachment C specifies the capacity and terms under which PG&E will assign to Core Transport Agent (CTA) a pro rata share of firm pipeline capacity contracted for and held by PG&E for its Core Customers on the Foothills Pipe Lines, NOVA Gas Transmission, Gas Transmission Northwest, Ruby Pipeline, El Paso Natural Gas, Transwestern Pipeline and PG&E's Redwood and Baja Backbone Transmission paths.

Offers of firm pipeline capacity will be made three times each calendar year as specified in Schedule G-CT. The CTA's signature below demonstrates its acceptance of the capacity assignment (Accepted Capacity). The daily volume of firm capacity offered for assignment is based on the January Capacity Factor of the Core Transport Group (Group) in accordance with Schedule G-CT. The assignment is at the same rates that PG&E's Core Gas Supply Department pays for the capacity.

If CTA has multiple CTA Agreements, the assigned volumes for Attachment C with the same term will be combined and considered as one direct assignment of pipeline capacity unless otherwise agreed by the Parties.

CTA Name: _____	CTA Group Number(s): _____
Date Prepared: _____	Dates of Term: _____
January Throughput (Dth): _____	January Capacity Factor _____
Percentage of Total CTA Load (%): _____	ACQ (Dth): _____
Percentage of All CTA's Load to Core Load (%): _____	Number of Accounts: _____

**PG&E Backbone Baja Path G-AFT** Note: Default rate option is MFV  Check here if SFV rate option is desired

Offer Month, Year	Available Core Capacity (Dth/d)	Offered Capacity (Dth/d)	Accepted Capacity (Dth/d)

**PG&E Backbone Baja Path G-SFT** Note: Default rate option is MFV  Check here if SFV rate option is desired

Offer Month, Year	Available Core Capacity (Dth/d)	Offered Capacity (Dth/d)	Accepted Capacity (Dth/d)

**PG&E Backbone Redwood Path** Note: Default rate option is MFV  Check here if SFV rate option is desired

Offer Month, Year	Available Core Capacity (Dth/d)	Offered Capacity (Dth/d)	Accepted Capacity (Dth/d)

**El Paso Natural Gas**

Offer Month, Year	Available Core Capacity (Dth/d)	Offered Capacity (Dth/d)	Accepted Capacity (Dth/d)



# CORE GAS AGGREGATION SERVICE AGREEMENT

## ATTACHMENT C

### Assignment of Firm Pipeline Capacity

**Transwestern Pipeline**

Offer Month, Year	Available Core Capacity (Dth/d)	Offered Capacity (Dth/d)	Accepted Capacity (Dth/d)

**Ruby Pipeline**

Offer Month, Year	Available Core Capacity (Dth/d)	Offered Capacity (Dth/d)	Accepted Capacity (Dth/d)

**Foothills Pipe Lines**

Offer Month, Year	Available Core Capacity (Dth/d)	Offered Capacity (Dth/d)	Accepted Capacity (Dth/d)

**NOVA Gas Transmission**

Offer Month, Year	Available Core Capacity (Dth/d)	Offered Capacity (Dth/d)	Accepted Capacity (Dth/d)

**Gas Transmission Northwest**

Offer Month, Year	Available Core Capacity (Dth/d)	Offered Capacity (Dth/d)	Accepted Capacity (Dth/d)

**Core Transport Agent**

\_\_\_\_\_  
Signature of CTA or duly-authorized representative

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

\_\_\_\_\_  
Print Name

Title: \_\_\_\_\_



**Gas Sample Form No. 79-845D**  
Core Gas Aggregation Service Agreement (T)  
ATTACHMENT D - Core Firm Storage Declarations Allocation, Assignment or (T)  
Rejection of Storage for CTA

**Please Refer to Attached  
Sample Form**

Advice Letter No: 3343-G  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_

# CORE GAS AGGREGATION SERVICE AGREEMENT



## ATTACHMENT D CORE FIRM STORAGE DECLARATIONS ALLOCATION, ASSIGNMENT OR REJECTION OF STORAGE FOR CTA

Core Transport Agent \_\_\_\_\_ Group No \_\_\_\_\_

This Attachment to the Core Gas Aggregation Service Agreement (CTA Agreement), executed and initialed by the Core Transport Agent (CTA), is made subject to its terms and provisions and is a legally binding contract.

This Attachment specifies the core firm storage capacity (Assigned Storage) to be utilized and paid for by CTA pursuant to rate Schedules G-CT and G-CFS. The amount of Assigned Storage is based upon an Initial Storage Allocation, or if applicable, a Mid-Year Storage Allocation Adjustment, adjusted by percentages thereof accepted and rejected by CTA, in accordance with Schedule G-CT. This Attachment also specifies the amount of Alternate Resources required of CTA due to Rejected Capacity. For each adjustment or change in the amounts of Assigned Storage under Schedule G-CT, a superseding Attachment D shall be executed and be in effect. As specified in Schedule G-CT, failure to complete and return this form will result in acceptance of the full amount of storage offered.

### TERM

This Attachment D is effective from the first day of \_\_\_\_\_ (Month, Year) until the earlier of the last day of March \_\_\_\_\_ (Year) or the date a new Attachment D is effective.

### CURRENT ALLOCATION CALCULATION

- On this date, \_\_\_\_\_ (Date), the forecasted Winter Season throughput for the Core Transport Group, as of \_\_\_\_\_ (Date), is estimated to be \_\_\_\_\_ decatherms.
- PG&E's adopted total core Winter Season throughput is \_\_\_\_\_ decatherms.
- The Allocation Factor (AF) for the Group is the ratio of the above two numbers: \_\_\_\_\_

### ALLOCATION AND ASSIGNMENT

#### *Initial Storage Allocation (PG&E Use Only)*

Row	Quantity	Allocation Factor	Inventory (Dth)	Injection (Dth/day)	Withdrawal (Dth/day)
1	Initial Storage Allocation				

#### *Initial Acceptance and Rejection (CTA Use Only)*

Row	CTA Accepted Percentage (% in increments of 10%)	Rejected Percentage (% in increments of 10%)	Total
2			100%

\_\_\_\_\_ CTA initial \_\_\_\_\_ Date

# CORE GAS AGGREGATION SERVICE AGREEMENT



## ATTACHMENT D CORE FIRM STORAGE DECLARATIONS ALLOCATION, ASSIGNMENT OR REJECTION OF STORAGE FOR CTA

### *Acknowledgment, Calculations, and Initial Assignment (PG&E Use Only)*

Row	Quantity	Inventory (Dth)	Injection (Dth/day)	Withdrawal (Dth/day)
3	Allocation Accepted ( _____ %) <sup>(1x2)</sup>			
4	Resultant Assigned Storage <sup>(3)</sup>			
5	Resultant Rejected Capacity <sup>(1-4)</sup>			

### *Mid-Year Storage Allocation and Offer (PG&E Use Only)*

Row	Quantity	Allocation Factor	Inventory (Dth)	Injection (Dth/day)	Withdrawal (Dth/day)
6	Mid-Year Storage Allocation				
7	Difference from Initial Storage Allocation				
8	Offered Additional Capacity <sup>1</sup>				

CTA required to accept/reject additional capacity since inventory in line 8 > 10,000 \_\_\_ Y/N \_\_\_\_\_

### *Mid-Year Acceptance and Rejection (CTA Use, unless Offered Additional Capacity is negative<sup>2</sup>)*

Row	CTA Accepted Percentage (% in 10% increments)	Rejected Percentage (% in 10% increments)	Total
9			100%

\_\_\_\_\_ CTA initial \_\_\_\_\_ Date

### *Acknowledgment, Calculations, and Mid-Year Assignment (PG&E Use Only)*

Row	Quantity	Inventory (Dth)	Injection (Dth/day)	Withdrawal (Dth/day)
10	Mid-Year Storage Allocation Accepted <sup>(8x9)</sup>			
11	Resultant Assigned Storage <sup>(10)</sup>			
12	Resultant Rejected Capacity <sup>(8-11)</sup>			

<sup>1</sup> If offered additional capacity is negative, the amounts listed represent amounts that may be subject to return to PG&E's Core Gas Supply Department, in accordance with Schedule G-CT provisions for decreases in CTA load.

<sup>2</sup> If offered additional mid-year capacity is negative, the acceptance/rejection percentages will be set equal to those provided by the CTA during the initial allocation.

# CORE GAS AGGREGATION SERVICE AGREEMENT



## ATTACHMENT D CORE FIRM STORAGE DECLARATIONS ALLOCATION, ASSIGNMENT OR REJECTION OF STORAGE FOR CTA

To the extent the CTA accepts or rejects a portion of the storage capacity, the CTA must do so in a 10% increment, (e.g., 10%, 20%, 30%, etc., up to 100%). The accepted allocation may be adjusted mid-year as provided in Schedule G-CT. CTA agrees to comply with month-end injection season and withdrawal season inventory target levels as specified in Schedule G-CT. The CTA will pay PG&E monthly, throughout the term of this Attachment D, for its Assigned Storage, in accordance with the rate specified in Schedule G-CFS.

A CTA's failure to reject a portion, or all, of a storage allocation pursuant to Schedule G-CT shall be deemed an acceptance thereof.

For any and all rejected storage capacity, the CTA agrees to obtain Alternate Resources, as provided in Schedule G-CT, equivalent to the amount of withdrawal capacity rejected, and will provide timely monthly certifications, using PG&E's Certification of Alternate Resources for Rejected Storage Withdrawal Capacity, Form 79-845, Attachment I.

### **RELEASE AND INDEMNITY**

For any and all rejected PG&E storage allocations, the CTA releases PG&E from any and all liability arising out of or associated with the CTA's rejection thereof and with the associated inventory and withdrawal capacity not available for the CTA's use. Further, the CTA shall indemnify PG&E for any and all losses, including direct and consequential damages, that arise or are associated from: (i) any representation in the CTA's monthly certifications respecting Alternate Resources (Attachment I) which turn out to be inaccurate, (ii) any failure of the CTA's Alternate Resources to perform as compared to the storage resources which would have been available to the CTA from PG&E's allocated core storage capacity had the PG&E storage capacity not been rejected by the CTA, and or (iii) any failure to provide such certifications as required in Schedule G-CT.

### **SUMMARY**

Parties agree to the above terms and to the terms of PG&E's gas tariffs and agree that the following are the amounts of Assigned Storage and Rejected Storage for the term of this Attachment D.

Referenced Row	Quantities	Inventory (Dth)	Injection (Dth/day)	Withdrawal (Dth/day)
13	Total Assigned Storage Capacity (4+11)			
14	Total Rejected Storage Capacity (5+12)			

### **Core Transport Agent**

\_\_\_\_\_  
(CTA Name)

\_\_\_\_\_  
(Authorized Representative)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)



**Gas Sample Form No. 79-845F**  
Core Gas Aggregation Service Agreement (T)  
ATTACHMENT F - Formal Communications Between Parties (T)

**Please Refer to Attached  
Sample Form**



**FOR PG&E USE ONLY**

CTA Name: \_\_\_\_\_

CTA Group#: \_\_\_\_\_

Effective Svc. Date: \_\_\_\_\_

# CORE GAS AGGREGATION SERVICE AGREEMENT

## ATTACHMENT F FORMAL COMMUNICATIONS BETWEEN PARTIES

This Attachment F designates the formal contact names, mailing addresses, phone numbers, fax numbers, and e-mail addresses for the Parties to the Core Gas Aggregation Service Agreement. The designated contact information for a Party may be changed from time to time by that Party by submitting a revised Attachment F to the other Party.

**Formal Notices and  
Program Administration**

Business Name:  
Mailing Address:

Address for Hand Delivery:

Attention:  
Telephone Number:  
Fax Number:  
e-mail:

**To PG&E**

Pacific Gas & Electric Company  
Core Gas Aggregation Program  
P. O. Box 770000, Mail Code N8C  
San Francisco CA 94177  
245 Market Street, Mail Code N8C  
San Francisco, CA 94105  
ESP Services Account Manager  
(415) xxx-xxxx  
(415) 973-2194  
CTAAccountManagers@pge.com

**To CTA**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
( ) \_\_\_\_\_  
( ) \_\_\_\_\_  
\_\_\_\_\_

**CTA Invoices**

Business Name:  
Mailing Address:

Attention:  
Telephone Number:  
Fax Number:

Pacific Gas & Electric Company  
P.O. Box 770000, Mail Code B12C  
San Francisco, CA 94177  
Core Transport Billing  
(415) 973-6059  
(415) 973-0775

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
( ) \_\_\_\_\_  
( ) \_\_\_\_\_



# CORE GAS AGGREGATION SERVICE AGREEMENT

## ATTACHMENT F

### FORMAL COMMUNICATIONS BETWEEN PARTIES

#### Payments

Business Name: Pacific Gas & Electric Company  
 Mailing Address: P.O. Box 52001  
 San Francisco, CA 94152  
 Attention: Accounts Receivable  
 e-mail: xxxxx@xxxxxx

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

#### Pipeline Capacity and Storage Allocations

Business Name: Pacific Gas & Electric Company  
 Mailing Address: P.O. Box xxxxx, Mail Code xxxx  
 xxxxx, xx xxxxx  
 Attention: xxxxxxxxx  
 Telephone Number: (xxx) xxx-xxxx  
 Fax Number: (xxx) xxx-xxxx  
 e-mail: [cgtcoretransport@pge.com](mailto:cgtcoretransport@pge.com)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 (\_\_\_\_) \_\_\_\_\_  
 (\_\_\_\_) \_\_\_\_\_  
 \_\_\_\_\_

#### Usage History Requests

e-mail: [espservicesCISR@pge.com](mailto:espservicesCISR@pge.com)

#### Recipient e-mail

#### Billing/Payment Files

Daily Billing File

\_\_\_\_\_

Daily Payment File

\_\_\_\_\_

Daily Adjustment File

\_\_\_\_\_

#### Reports

Monthly Customer Snapshot Report

\_\_\_\_\_

\_\_\_\_\_

Monthly Billing Snapshot Report

\_\_\_\_\_

\_\_\_\_\_

Informational Copy of PG&E-Generated Quarterly Gas Utility Report  
 Of Retailers (Report 1308 B) sent to the California Energy Commission

\_\_\_\_\_

\_\_\_\_\_



**Gas Sample Form No. 79-845G**  
Core Gas Aggregation Service Agreement (T)  
ATTACHMENT G - Optional Assignment to Core Transport Agent of Firm Northern (T)  
Pipeline Path Capacity

**Please Refer to Attached  
Sample Form**

Advice Letter No: 3343-G  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



# CORE GAS AGGREGATION SERVICE AGREEMENT

**DISTRIBUTION**

- PG&E Program Administrator
- CTA
- PG&E Gas Contract Administrator (original)
- PG&E Credit Manager
- \_\_\_\_\_

**FOR PG&E USE ONLY**

CTA Group No: \_\_\_\_\_  
 TSA No: \_\_\_\_\_  
 Date Received: \_\_\_\_\_  
 Effective Svc. Date: \_\_\_\_\_  
 Termination Date: \_\_\_\_\_

## ATTACHMENT G Optional Assignment to Core Transport Agent of Firm Northern Pipeline Path Capacity

This Attachment G specifies the capacity and terms under which PG&E will assign to CTA an incremental pro rata portion of firm capacity contracted for and held by PG&E for its core customers on the Northern Pipeline Path [includes Gas Transmission Northwest Corporation (GTN) and associated capacity on Foothills Pipe Lines Ltd (Foothills) and NOVA Gas Transmission Ltd. (NGTL)] and on the Ruby Pipeline in accordance with Schedule G-CT. The daily volume of firm capacity offered for assignment is based on the January Capacity Factor of the Core Transport Group (Group) in accordance with Schedule G-CT. The amount of capacity assigned to the CTA on the Northern Pipeline Path is the amount offered on each segment of the Path times the percentage election made by the CTA. The term of the assignment is five months, commencing November 1 and ending March 31. The assignment is at the same rates that PG&E's Core Procurement pays for the capacity. The CTA's signature below demonstrates its acceptance of the capacity assignment of the "Accepted Capacity".

CTA Group Number: \_\_\_\_\_

1) Group's January Capacity Factor \_\_\_\_\_

2) Northern Pipeline Path Percentage Election \_\_\_\_\_ (Applies to GTN, Foothills and NGTL)

<b>A Pipeline Segment</b>	<b>B Capacity Available (Dth/d)</b>	<b>C Group's January Capacity Factor</b>	<b>D Offered Capacity (B * C)</b>	<b>E Percentage Election</b>	<b>F Accepted Capacity (D * E)</b>
Foothills	366,194	Equals 1) above		Equals 2) above	
NGTL	369,968	Equals 1) above		Equals 2) above	
GTN	359,968	Equals 1) above		Equals 2) above	

3) Quantity Election on Ruby Pipeline (Dth/d) \_\_\_\_\_ (column L below)

<b>G Pipeline</b>	<b>H Capacity Available (Dth/d)</b>	<b>J Group's January Capacity Factor</b>	<b>K Offered Capacity (H * J)</b>	<b>L Accepted Capacity (Dth/day, ≤ K)</b>
Ruby	250,000	Equals 1) above		

Term: Five Months, commencing November 1, 2011 and ending March 31, 2012

Accepted by:

\_\_\_\_\_  
 (CTA [Company] Name)

Pacific Gas & Electric Company

\_\_\_\_\_  
 (Signature of CTA or duly-authorized representative)

\_\_\_\_\_  
 (PG&E Signature)

\_\_\_\_\_  
 (Print Name)

\_\_\_\_\_  
 (Print Name)

\_\_\_\_\_  
 (Title)

\_\_\_\_\_  
 (Title)

\_\_\_\_\_  
 (Date)

\_\_\_\_\_  
 (Date)



**Gas Sample Form No. 79-845H**  
Core Gas Aggregation Service Agreement (T)  
ATTACHMENT H - Authorization for Early Termination (T)

**Please Refer to Attached  
Sample Form**

Advice Letter No: 3343-G  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



# CORE GAS AGGREGATION SERVICE AGREEMENT

### DISTRIBUTION

- PG&E Pgrm Admin
- CTA
- PG&E Gas Contract Administrator
- PG&E Credit Mgr.
- \_\_\_\_\_

### FOR PG&E USE ONLY

CTA Group#: \_\_\_\_\_  
 TSA #: \_\_\_\_\_  
 Date Received: \_\_\_\_\_  
 Effective Svc. Date: \_\_\_\_\_  
 Termination Date: \_\_\_\_\_

## ATTACHMENT H AUTHORIZATION FOR EARLY TERMINATION

By executing this Attachment H, the CTA is authorizing PG&E to terminate Core Gas Aggregation Service prior to the initial 12 month term when a Customer contacts PG&E to terminate service.

CTA Group Number: \_\_\_\_\_

### Accepted by:

### PACIFIC GAS AND ELECTRIC COMPANY

\_\_\_\_\_  
CTA Name

\_\_\_\_\_

\_\_\_\_\_  
Authorized Representative (Print)

\_\_\_\_\_  
Authorized by (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**Gas Sample Form No. 79-845I**  
Core Gas Aggregation Service Agreement (T)  
ATTACHMENT I - Certification of Alternate Resources for Rejected Storage (T)  
Withdrawal Capacity

**Please Refer to Attached  
Sample Form**

Advice Letter No: 3343-G  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_

# CORE GAS AGGREGATION SERVICE AGREEMENT



## ATTACHMENT I CERTIFICATION OF ALTERNATE RESOURCES FOR REJECTED STORAGE WITHDRAWAL CAPACITY

<b>CTA Name:</b>	<b>CTA Group No.:</b>	<b>For (Month/Year):</b>
------------------	-----------------------	--------------------------

This Attachment to the Core Gas Aggregation Service Agreement (CTA Agreement) is made subject to its terms and provisions and is a legally binding document.

In accordance with Schedule G-CT and the CTA's Attachment D – Core Firm Storage Declaration – currently in effect, this Attachment to the CTA Agreement represents Certification by the CTA of Alternate Resources. This form is required to the extent that the CTA rejects all or part of either an Initial Storage Allocation or a Mid-Year Storage Allocation Adjustment. The CTA must provide this executed form to PG&E prior to each Winter Season month, indicating the Alternate Resources held by the CTA, in amounts and delivery reliability at least equal to the storage withdrawal capacity associated with amounts of capacity for the month(s) that the CTA has rejected.

**TERM and QUANTITY**

	1	2	3	4 (=1- 2 + 3)
<b>Firm Storage Capacity Allocation Period</b>	<b>CTA Firm Withdrawal Capacity Requirement (Dth/day)</b>	<b>CTA Accepted Withdrawal Capacity (Dth/day)</b>	<b>CTA Accepted Withdrawal Capacity &amp; Assigned by CTA (Dth/day)</b>	<b>Remaining Firm Withdrawal Capacity Requirement (Dth/day)<sup>1</sup></b>
Initial Allocation:				
Mid-Year Adjustment:				
Total:				

<sup>1</sup> If the Remaining Firm Withdrawal Capacity Requirement is zero, this form will not be required.

**ALTERNATE RESOURCES**

As the representative of the indicated CTA, the undersigned declares and certifies that CTA holds the following resources satisfying the requirement for Alternate Resources for the month specified above. These resources shall be held for the use of the CTA's Core Group and shall not be assigned or otherwise encumbered for the indicated month. Each of these resources is available to meet loads on the peak load days for the volume and month specified above, and all are available for coincident supply.

Held by CTA in addition to total amount in Column 2 minus Column 3 above:

Alternate Resources	Contract/Exhibit No.	Contract/Exhibit MDQ (Dth/day)
Firm Backbone Pipeline Capacity:* (must include equivalent gas supply contract)	Gas Supply Contract:	
PG&E Firm Storage and Withdrawal Capacity:* (must meet minimum gas supply pursuant to G-CFS)	Current Gas Inventory (Dth):	
Alternate Firm Storage and Withdrawal Capacity:* (Storage Provider other than PG&E) (must meet minimum gas supply pursuant to G-CFS)	Mission to On-System:	
	Current Gas Inventory (Dth):	
California Production Supply: (must include firm Silverado Path Transportation Exhibit)		
	Silverado to On-System:	
<b>Total:</b>		

\*Backbone Pipeline Capacity held to satisfy the Firm Winter Season Storage requirements may not simultaneously be used to fulfill this Remaining Firm Withdrawal Capacity Requirement.

**Core Transport Agent**

Name of Authorized Representative: \_\_\_\_\_ Title: \_\_\_\_\_

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



**Gas Sample Form No. 79-845J**  
Core Gas Aggregation Service Agreement (T)  
ATTACHMENT J - Declaration of Alternate Firm Winter Capacity (T)

**Please Refer to Attached  
Sample Form**

Advice Letter No: 3343-G  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



# CORE GAS AGGREGATION SERVICE AGREEMENT

## ATTACHMENT J DECLARATION OF ALTERNATE FIRM WINTER CAPACITY

<b>CTA Name:</b>	<b>CTA Group No.:</b>	<b>For (Month/Year):</b>
------------------	-----------------------	--------------------------

This Attachment to the Core Gas Aggregation Service Agreement (CTA Agreement) is made subject to its terms and provisions and is a legally binding document.

Pursuant to the Firm Winter Capacity Requirement provisions of Schedule G-CT, CTAs may be required, during the Winter Season, November 1 through March 31, to contract for firm Backbone Transmission System (Backbone) pipeline capacity equal to the Core Transport Group's pro rata share of PG&E's core reservation of firm Backbone pipeline capacity, excluding the California on-system reservation. This attachment is to be executed by CTA and submitted to PG&E within five (5) days of notification, in the event CTA is required to meet this Firm Winter Capacity Requirement and does not accept all of its path-specific proportionate share of firm Backbone pipeline capacity PG&E has reserved for Core End-Use Customers.

TERM and QUANTITY

	1	2	3	4 (=1- 2 + 3)
Firm Pipeline Capacity	CTA Firm Winter Capacity Requirement (Dth/day)	CTA Accepted Capacity (Dth/day)	CTA Accepted Capacity & Assigned by CTA (Dth/day)	Remaining Firm Winter Capacity Requirement (Dth/day) <sup>1</sup>
RedwoodPath:				
Baja Path:				
Total:				

<sup>1</sup> If the Remaining Firm Winter Capacity Requirement is zero, this form will not be required.

ALTERNATE RESOURCES

As the representative of indicated CTA, the undersigned declares the resources listed below meet the specifications for the Firm Winter Capacity Requirement as specified in Schedule G-CT. The undersigned also declares that the resources will total to at least the amount shown in Column 4, above, throughout this winter month, and will be held by the CTA during this winter month to fulfill this remaining Firm Winter Capacity Requirement.

Held by CTA in addition to total amount in Column 2 minus Column 3 above:

Alternate Resources	Contract/Exhibit No.	Contract/Exhibit MDQ (Dth/day)
Firm Backbone Pipeline Capacity:		
PG&E Firm Storage and Withdrawal Capacity:*		
Alternate Firm Storage and Withdrawal Capacity:*		
(Storage Provider other than PG&E)	Mission to On-System:	
<b>Total:</b>		

\*Capacity held to satisfy core firm storage requirements may not simultaneously be used to fulfill this Firm Winter Capacity Requirement.

In the event PG&E determines that CTA has not met its Firm Winter Capacity Requirement, PG&E may, without further notice, terminate the CTA Agreement between PG&E and the undersigned.

**Core Transport Agent**

Name of Authorized Representative: \_\_\_\_\_ Title: \_\_\_\_\_

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



**Gas Sample Form No. 79-845K**  
Core Gas Aggregation Service Agreement (T)  
ATTACHMENT K - Core Transport Agent Billing Agreement (T)

**Please Refer to Attached  
Sample Form**

Advice Letter No: 3343-G  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



# CORE GAS AGGREGATION SERVICE AGREEMENT

## ATTACHMENT K CORE TRANSPORT AGENT BILLING AGREEMENT

This Core Transport Agent Billing Agreement (the "Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ ("Core Transport Agent" or "CTA"), and Pacific Gas and Electric Company ("PG&E"), a California corporation. CTA and PG&E may be individually referred to herein as "Party" and collectively as the "Parties." This Agreement constitutes Attachment K to the Core Gas Aggregation Service Agreement (Form No. 79-845).

WHEREAS, the Parties desire to revise the current structure for CTA-consolidated billing by having PG&E no longer send end-users served by CTA-consolidated billing an information-only bill; and

WHEREAS, the Parties agree that, in lieu of PG&E sending an information-only bill, the CTA shall be responsible for providing the end-user with the requisite billing and customer protection information.

NOW THEREFORE, the Parties, intending to be legally bound agree as follows:

### 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 by which CTA shall offer CTA-consolidated billing to its customers. 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, the definitions controlling this Agreement are contained in PG&E's applicable rules.
- 1.2 The form of this Agreement has been developed as part of the regulatory process of the California Public Utilities Commission (CPUC), was filed and approved by the CPUC for use between PG&E and CTAs and may not be waived, altered, amended or modified, except as provided herein or in the relevant PG&E tariffed rules, 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.
- 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.



# CORE GAS AGGREGATION SERVICE AGREEMENT

## ATTACHMENT K

### CORE TRANSPORT AGENT BILLING AGREEMENT

- 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 Agreement**

- 3.1 Unless otherwise agreed to by the Parties in writing, 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 the CTA informs PG&E that it is no longer operating as a CTA in PG&E's service territory; (b) the date of termination pursuant to an Event of Default as described in Section 4 of this Agreement; or (c) the date of termination pursuant to Section 3.2 of this Agreement.
- 3.2 This Agreement shall terminate after (a) gas consumer protection legislation, including a provision authorizing the CPUC to enforce consumer protection rules, becomes effective for customers in PG&E's service territory; and (b) such consumer protection rules, including a CTA-certification program, are adopted by the CPUC and become effective for customers in PG&E's service territory. PG&E shall notify the CTA in writing within ten (10) calendar days following termination of this Agreement under this Section 3.2.

#### **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 the Energy Division of the CPUC (the "Energy Division"); or such other period as may be provided by this Agreement or PG&E's applicable tariffs. Should the Energy Division determine that a CTA has breached its responsibilities under this Agreement, the Energy Division shall send a letter to both PG&E and the CTA notifying the Parties that a breach has occurred.
- 4.2 If an Event of Default occurs, the non-defaulting Party shall be entitled (a) to exercise any and all remedies available under PG&E's applicable tariffs; (b) to the extent not inconsistent with PG&E's applicable tariffs, 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 In the event that the Energy Division notifies PG&E that an Event of Default has occurred or if PG&E terminates this Agreement due to a CTA's Event of Default, PG&E shall resume sending an information-only bill to all end-users receiving consolidated billing from that CTA. PG&E shall be entitled to recover its costs, on a time and materials basis, associated with the resumption of the information-only bill.
- 4.4 Breach by any Party hereto of any provision of PG&E's applicable tariffs shall be governed by applicable provisions contained therein and each Party will retain all rights granted thereunder.

#### **Section 5. Credits, Billing and Customer Protection Information**

- 5.1 PG&E shall provide gas billing credits to the CTA or the end-user, as appropriate, under the terms of PG&E's Gas Tariff G-CRED. PG&E shall provide such credits for the period during which PG&E no longer sends an information-only bill to the end-user served by CTA-consolidated billing.
- 5.2 The CTA shall present the requisite PG&E-provided charges, bill inserts, and customer protection information in each end-user bill. The requisite information is set forth in Exhibit A. PG&E shall



# CORE GAS AGGREGATION SERVICE AGREEMENT

## ATTACHMENT K

### CORE TRANSPORT AGENT BILLING AGREEMENT

provide the requisite bill inserts and customer protection information to the CTA in an electronic format by the tenth (10th) day of each calendar month. If the CTA does not receive this information by the fifteenth (15th) day of each calendar month, the CTA shall promptly notify PG&E. Upon request from the CTA, PG&E may, in its sole discretion, provide bill inserts to the CTA in the conventional paper format and charge the CTA for PG&E's out-of-pocket costs. Any dispute arising between the Parties relating to the Parties' obligations under Section 5.2 shall be reduced to writing and referred to the Parties' representatives as set forth in Section 13.2.

- 5.3 As set forth in Exhibit A, the CTA shall also provide a statement of Market-Index Commodity Price or PG&E's core procurement price in each end-user bill. The CTA, at its sole discretion, shall elect whether to provide the Market-Index Commodity Price or PG&E's core procurement price. However, once the CTA elects to provide a type of price, the CTA shall provide that elected type of price to the end-user for a period no less than 12 months. The Market-Index Commodity Price is defined to be the Natural Gas Intelligence Weekly Gas Price Index, first of the month publication, PG&E Citygate, Bidweek. If such a price is unavailable, the CTA shall be entitled to present a reasonable substitute to the end-user. PG&E shall provide its core procurement price to CTAs via Electronic Data Interchange (EDI). To the extent that an end-user's billing period extends over more than one pricing period, the CTA shall show the applicable commodity prices for each period. However, the CTA need not show a commodity price for a given period to an end-user if the CTA or PG&E has previously shown the commodity price for that period to that end-user on its bill. Any dispute arising between the Parties relating to the Parties' obligations under Section 5.3 shall be reduced to writing and referred to the Parties' representatives as set forth in Section 13.2.
- 5.4 Within fifteen (15) calendar days of the execution of this Agreement, the CTA shall provide to the Energy Division a copy of a proposed written notification to each end-user receiving CTA-consolidated billing. That notification will explain that PG&E shall no longer be providing an information-only bill to that end-user. Within thirty (30) calendar days of the execution of this Agreement, the CTA shall provide such written notice to end-users. Any dispute arising between the Parties relating to the Parties' obligations under Section 5.4 shall be reduced to writing and referred to the Parties' representatives as set forth in Section 13.2.
- 5.5 Pursuant to Section 8, the CTA shall indemnify PG&E for all liability, including direct and consequential damages that may result if the CTA modifies or fails to provide any customer with any information provided by PG&E to the CTA pursuant to this Section. Any disputes concerning the content of PG&E-provided information shall be resolved pursuant to Section 13.

#### **Section 6. Billing Information to be Provided by CTA**

- 6.1 Within fifteen (15) calendar days of execution of this Agreement, the CTA shall provide the Energy Division a sample of the billing information that the CTA shall provide to its end-users served by CTA-consolidated billing. This billing information shall include the information set forth in Exhibit A. The CTA shall present the provided billing information to its end-users for the duration of this Agreement unless the CTA receives approval from the Energy Division to vary the previously provided billing information.
- 6.2 No less than two times a year during the term of this Agreement, the CTA shall provide the Energy Division with representative samples of bills actually presented to end-users under CTA-consolidated billing. The bills shall establish that the requisite customer information has been presented by the CTA to the end-user. Unless otherwise agreed upon by the Parties, the CTA shall provide the Energy Division with representative samples on or about March 1 and September 1, of each calendar year.



# CORE GAS AGGREGATION SERVICE AGREEMENT

## ATTACHMENT K

# CORE TRANSPORT AGENT BILLING AGREEMENT

The requirements of this Section 6.2 shall not replace or diminish the Energy Division's audit rights as set forth in Section 17.

### Section 7. Limitation of Liability

7.1 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 in Section 8. 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 8 of this Agreement, in which event this Section 7 shall not be applicable.

### Section 8. Indemnification

8.1 To the fullest extent permitted by law, 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.

8.2 If any claim covered by Section 8.1 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.

8.3 The Indemnifying Party's obligation to indemnify under this Section 8 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 9. Entire Agreement

9.1 Except as provided in Section 16, this Agreement supersedes all other agreements or understandings, written or oral, between the Parties concerning the specific subject matter hereof. This Agreement may be modified from time to time only by an instrument in writing, signed by both Parties.



**CORE GAS AGGREGATION SERVICE AGREEMENT**  
**ATTACHMENT K**  
**CORE TRANSPORT AGENT BILLING AGREEMENT**

**Section 10. Nondisclosure**

- 10.1 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. Subject to the provisions of Section 17.6, 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.
- 10.2 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 11. Notices**

- 11.1 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 the CTA:**

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

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

\_\_\_\_\_

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

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

Contact Name:           Manager of ESP Services  
Business Address:       Pacific Gas and Electric Company  
                                  Mail Code N8C  
                                  P.O. Box 770000  
                                  San Francisco, CA 94177



# CORE GAS AGGREGATION SERVICE AGREEMENT

## ATTACHMENT K

# CORE TRANSPORT AGENT BILLING AGREEMENT

- 11.2 Each Party shall be entitled to specify as its proper address any other address upon written notice to the other Party.
- 11.3 Each Party shall designate on Exhibit B the person(s) to be contacted with respect to specific operational matters relating to core transport service. Each Party shall be entitled to specify any change to such person(s) upon written notice to the other Party.

### **Section 12. Time is of the Essence**

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

### **Section 13. Dispute Resolution**

- 13.1 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 13.2 and 13.3, any dispute arising between the Parties relating to interpretation of the provisions of this Agreement or to the performance of PG&E's obligations hereunder shall be reduced to writing and referred to the Parties' representatives identified on Exhibit B 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.
- 13.2 Any dispute arising between the Parties relating to the Parties obligations under Sections 5.2, 5.3, and 5.4 of this Agreement shall be reduced to writing and referred to the Parties' representatives identified on Exhibit B for resolution. Should such a dispute arise, the Parties shall be required to meet and confer before the Energy Division of the CPUC in an effort to resolve their dispute. If the Parties are unable to resolve their dispute, the matter shall be submitted to resolution before the CPUC in accordance with the CPUC's rules, regulations and procedures applicable to resolution of such disputes. 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.
- 13.3 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 14. Not a Joint Venture**

- 14.1 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 15. Conflicts Between this Agreement and PG&E's Applicable Tariffs**

- 15.1 Should a conflict exist or develop between the provisions of this Agreement and PG&E's applicable tariffs, as approved by the CPUC, the provisions of PG&E's applicable tariffs shall prevail.



# CORE GAS AGGREGATION SERVICE AGREEMENT

## ATTACHMENT K

### CORE TRANSPORT AGENT BILLING AGREEMENT

#### Section 16. Amendments or Modifications

- 16.1 Except as provided in Section 16.2, 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.
- 16.2 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 13 hereof or, in the alternative, the CTA 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 17. Audits

- 17.1 PG&E and the CTA shall each retain such specific records as may be required to substantiate the fulfillment of the Parties' obligations under this Agreement.
- 17.2 If the Energy Division reasonably believes that an error related to the CTA's obligations under Sections 5.2, 5.3, 6.1 and 6.2 of this Agreement may have occurred, the Energy Division may request from the CTA the production of such documents as may be required to substantiate the fulfillment of the CTA's obligations under this Agreement. Such documents shall be provided by the CTA to the Energy Division within ten (10) business days of such request. In the event the Energy Division, upon review of such documents, determines that the CTA's duty under the Agreement has been breached, the Energy Division shall send a letter to both PG&E and the CTA notify the Parties that a breach has occurred.
- 17.3 When either Party reasonably believes that an error related to the Parties' obligations under this Agreement may have occurred except with respect to the Parties' obligations under Sections 5.2, 5.3, 6.1 and 6.2, a Party may request the production of such documents as may be required to substantiate the fulfillment of the Parties' obligations under this Agreement. 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 under the Agreement has been breached, the requesting Party may direct that an audit be conducted. PG&E and the CTA shall designate their own employee representative or their contracted representative to audit the other Party's records. Nothing in Section 17.3 implies the right or obligation of PG&E to audit or enforce the CTA's obligations under Sections 5.2, 5.3, 6.1 and 6.2 of this Agreement.
- 17.4 Any such audit shall be undertaken by PG&E, the CTA, the Energy Division 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 CTA agree to cooperate fully with any such audit.
- 17.5 Except as described in Section 17.2, 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 thirty (30) calendar 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



# CORE GAS AGGREGATION SERVICE AGREEMENT

## ATTACHMENT K

### CORE TRANSPORT AGENT BILLING AGREEMENT

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.

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

#### **Section 18: Miscellaneous**

- 18.1 Unless otherwise stated in this Agreement, (a) any reference in this Agreement to a section, subsection, exhibit 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.
- 18.2 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.
- 18.3 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.
- 18.4 Each Party shall be responsible for paying its own attorneys' fees and other costs associated with this Agreement, except as provided in Sections 7 and 8 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 13 hereof, if used, or by a court of law, shall be entitled to reasonable attorneys' fees and costs.
- 18.5 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, 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.
- 18.6 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.



**CORE GAS AGGREGATION SERVICE AGREEMENT**  
**ATTACHMENT K**  
**CORE TRANSPORT AGENT BILLING AGREEMENT**

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

**On Behalf of CTA**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

**On Behalf of PG&E**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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



# CORE GAS AGGREGATION SERVICE AGREEMENT

## ATTACHMENT K

### CORE TRANSPORT AGENT BILLING AGREEMENT

#### EXHIBIT A

#### REQUISITE BILL INFORMATION

1. Summary of PG&E charges:
  - a. Transportation charge
  - b. Billing credit
  - c. Public Purpose Program (PPP) Surcharges
  - d. G-SUR Charges
  - e. Other Charges
  
2. Gas Account Detail:
  - a. From/to service dates
  - b. Gas meter number
  - c. Prior/current meter reads
  - d. Meter read difference
  - e. Multiplier
  - f. Usage
  
3. Core procurement price(s)
  
4. PG&E toll-free telephone number
  
5. Bill dispute information
  
6. Bill message defining PPP



**CORE GAS AGGREGATION SERVICE AGREEMENT**  
**ATTACHMENT K**  
**CORE TRANSPORT AGENT BILLING AGREEMENT**

**Exhibit A**  
**Requisite Billing Information**  
**Sample**

**SUMMARY OF PG&E CHARGES**

PG&E Gas Transportation	\$XX.XX
Billing Credit	\$XX.XX
Public Purpose Program Surcharge	\$XX.XX
G-SUR Franchise Fee	\$XX.XX
Other Charges	\$XX.XX

**GAS ACCOUNT DETAIL**

**Service:** From 07/17/00 To 08/15/00 **Gas Meter Number:** 99999999

<u>Prior Meter Read</u>	<u>Current Meter Read</u>	<u>Difference</u>	<u>Multiplier</u>	<u>Usage</u>
0090	0165	75	1.012	76

**GAS PROCUREMENT PRICE**

PG&E's gas procurement charge was \$0.30161/therm starting 08/07/00 and \$0.33887 starting 09/09/00.

**DISPUTED BILLS**

PG&E 1-800-743-5000

Should you question this bill, please request an explanation from PG&E. If you thereafter believe you have been billed incorrectly, send the bill and a statement supporting your belief that the bill is not correct to the California Public Utilities Commission, State Building, San Francisco, CA 94102. To avoid having service turned off if the bill has not been paid, enclose a deposit for the amount of the bill made payable to the California Public Utilities Commission. If you are unable to pay the amount in dispute, you must inform the Commission of your inability to pay. Your service will remain on until the CPUC completes its review. The Commission will review the basis of the billed amount, communicate the results of its review to the parties and make disbursement of the deposit.

The Commission will not, however, accept deposits when the dispute appears to be over matters that do not directly relate to the accuracy of the bill. Such matters include the quality of a utility's service, general level of rates, pending rate applications, and sources of fuel and power.



**CORE GAS AGGREGATION SERVICE AGREEMENT**  
**ATTACHMENT K**  
**CORE TRANSPORT AGENT BILLING AGREEMENT**

**EXHIBIT B**

**A. Definitions**

**CTA-Consolidated Billing** – The process by which the CTA prepares a consolidated bill and presents the bill to an end-use customer. The bill shall include the customer's CTA charges and PG&E charges.

**Information-Only Bill** – The bill required by PG&E to be provided to end-use customers served under CTA-consolidated billing, pursuant to CPUC Decision 95-07-048.

**CTA Charges** – Charges for services to an end-use customer provided by the CTA.

**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. This term may also include any applicable credits due to the end-use customer or Energy Service Provider.

**Surcharges** – Pursuant to CPUC Decision 04-08-010, Public Purpose Programs (PPP), must be separated from the transportation rates and identified.

**Other Charges** – A limited or one time adjustment; e.g., El Paso Settlement Credit.

**B. Contact Persons:**

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

CTA Contact: \_\_\_\_\_

**C. Parties' Representatives:**

*PG&E Representative:*           Manager of ESP Services  
Pacific Gas and Electric Company  
Mail Code N8C  
P.O. Box 770000  
San Francisco, CA 94177

*CTA Representative:* \_\_\_\_\_

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

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

\_\_\_\_\_



**Gas Sample Form No. 79-845L**  
Core Gas Aggregation Service Agreement (T)  
ATTACHMENT L - Consolidated PG&E Billing (T)

**Please Refer to Attached  
Sample Form**

Advice Letter No: 3343-G  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



# CORE GAS AGGREGATION SERVICE AGREEMENT

### DISTRIBUTION

- PG&E ESP Services (Original)
- CTA
- PG&E Billing
- PG&E Credit Mgr.
- \_\_\_\_\_

### FOR PG&E USE ONLY

CTA Group#: \_\_\_\_\_  
 Date Received: \_\_\_\_\_  
 Effective Svc. Date: \_\_\_\_\_  
 Termination Date: \_\_\_\_\_

## ATTACHMENT L Consolidated PG&E Billing

Attachment L authorizes PG&E to provide the Core Transport Agent (CTA) with Consolidated PG&E Billing as specified in gas Rule 23. CTA authorizes PG&E to commence any preparatory work necessary to implement this billing option including PG&E testing requirements. Consolidated PG&E Billing is subject to the fees and charges specified in Schedule G-ESP.

### BILLING SELECTION (check one):

- Rate Ready
- Bill Ready

### CREDITWORTHINESS REDUCTION OPTION

- By checking this box, the CTA is requesting that creditworthiness requirements be lowered to zero for Service Agreements billed under the Consolidated PG&E Billing Option. CTA agrees that if they fail to meet all of the provisions of gas Rule 23, section B.4.b., PG&E has the right to withhold payment to the CTA for payments received from customers.

### TERM

This Attachment L is effective on \_\_\_\_\_ (Month, Day, Year) and will remain in effect until terminated by either PG&E or the CTA. CTA must provide a minimum of thirty (30) days' written notice to PG&E prior to termination.

CTA Group No. \_\_\_\_\_

### **Accepted by:**

### **PACIFIC GAS AND ELECTRIC COMPANY**

\_\_\_\_\_  
CTA Name

\_\_\_\_\_  
Authorized Representative (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized by (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**Gas Sample Form No. 79-858**  
ID Theft Affidavit

(T)

**Please Refer to Attached  
Sample Form**

Advice Letter No: 3343-G  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



# ID THEFT AFFIDAVIT

To document fraud that resulted from ID Theft, please complete the following information, and supply the requested documentation.

Name \_\_\_\_\_

PG&E Account Number \_\_\_\_\_

## VICTIM INFORMATION

(1) My full legal name is \_\_\_\_\_  
(First) (Middle) (Last) Jr., Sr., III

(2) **(If different from above)** When the events described in this affidavit took place, I was known as \_\_\_\_\_  
(First) (Middle) (Last) Jr., Sr., III

(3) My date of birth is \_\_\_\_\_

(4) My social security number is \_\_\_\_\_

(5) My driver's license or identification card state and number are \_\_\_\_\_

(6) My current address is \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

(7) I have lived at this address since \_\_\_\_\_  
(month/year)

(8) **(if different from above)** When the events described in this affidavit took place my address was: \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

(9) I lived at the address from \_\_\_\_\_ until \_\_\_\_\_  
(month/year) (month/year)

(10) My daytime telephone number is (\_\_\_\_\_) \_\_\_\_\_  
My evening telephone number is (\_\_\_\_\_) \_\_\_\_\_

### RETURN TO:

**PACIFIC GAS & ELECTRIC  
FRAUD DEPARTMENT  
P O BOX 8329  
STOCKTON, CA 95208**

# ID THEFT AFFIDAVIT

Name \_\_\_\_\_

## HOW THE FRAUD OCCURRED

- (11)  I did not authorize anyone to use my name or personal information to seek the money, credit, loans, goods or services described in this report.
- (12)  I did not reside at the address where the service was provided.
- (13)  I did not receive any benefit, money, goods or services as a result of the events described in this report
- (14)  My identification documents (for example, credit cards; birth certificate; driver's license, social security card; etc.) were  **stolen**       **lost** on or about \_\_\_\_\_  
(month/day/year)
- (15)  To the best of my knowledge and belief, the following person(s) used my information (for example, my name, address, date of birth, existing account, social security number, mother's maiden name, etc.) or identification documents to get money, credit loans, goods or services without my knowledge or authorization:

Name (if known)	Name (if known)
Address (if known)	Address (if known)
Phone number(s) (if known)	Phone number(s) (if known)
Additional information (if known)	Additional information (if known)

- (16)  I do **NOT** know who used my information or identification documents to get money, credit, loans, goods or services without my knowledge or authorization.
- (17)  **Additional comments:** (For example, description of fraud, which documents or information were used or how the identity thief gained access to your information.)

**(Attach additional pages as necessary)**

# ID THEFT AFFIDAVIT

Name \_\_\_\_\_

## VICTIM'S LAW ENFORCEMENT ACTIONS

- (17) (check one) I  **am**    I  **am not**    willing to assist in the prosecution of the person (s) who committed this fraud.
- (18) (check one) I  **am**    I  **am not**    authorizing the release of this information to law enforcement for the purpose of assisting them in the investigation and prosecution of the person (s) who committed this fraud.
- (19) (check all that apply) I  **have**    I  **have not**    reported the events described in this affidavit to the police or other law enforcement agency. **The police**  **did**     **did not** write a report
- (20) You remain responsible for this/these bill(s) while our investigation is being conducted.
- (21) At the conclusion of our investigation you will be notified if you have been relieved of responsibility for this/these debt(s).

## DOCUMENTATION CHECKLIST

Please attach copies (**NOT originals**) of the documents listed below to this affidavit. Please see page 6 for a list of acceptable documentation.

- (22)     A copy of a valid government-issued photo-identification card (for example, your driver's license, state-issued ID card or your passport). If you are under 16 and don't have a photo-ID, you may submit a copy of your birth certificate or a copy of your official school records showing your enrollment and place of residence.
- (23)     Proof of residency during the time the disputed bill occurred, for example, a rental/lease agreement in your name, a copy of a utility bill.
- (24)     A copy of the report you filed with the police or sheriff's department must **be included**.



# ID THEFT AFFIDAVIT

Name \_\_\_\_\_

## SIGNATURE

I declare under penalty of perjury that the information I have provided in this affidavit is true and correct to the best of my knowledge.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(date signed)

**Knowingly submitting false information on this form could subject you to criminal prosecution for perjury.**

***Please have one witness (non-relative) sign below that you completed and signed this affidavit.***

**Witness:**

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(printed name)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(telephone number)



# ID THEFT AFFIDAVIT

Name \_\_\_\_\_ Phone Number \_\_\_\_\_

## Fraudulent Account Statement

Completing this Statement
<ul style="list-style-type: none"> <li>• Make as many copies of this page as you need. Include a copy of your signed affidavit.</li> <li>• List only the account(s) you're disputing with the company receiving this form. <b>See the example below.</b></li> <li>• If a collection agency sent you a statement, letter or notice about the fraudulent account, attach a copy of that document (<b>NOT</b> the original).</li> </ul>

### I declare (check all that apply):

- As a result of the event(s) described in the ID Theft Affidavit, the following account(s) was/were opened at your company in my name without my knowledge, permission or authorization using my personal information or identifying documents.

Creditor Name/Address	Account Number	Address that Utility Service was provided by creditor	Date Service opened and closed	Amount/ of Bill(s)
Pacific Gas & Electric				

- During the time of the accounts described above, I had the following account open with your company:

Billing name \_\_\_\_\_

Billing address \_\_\_\_\_

Account number \_\_\_\_\_

# ID THEFT AFFIDAVIT

Name \_\_\_\_\_ Phone No. \_\_\_\_\_

In order to resolve your disputed claim, you will need to provide one (1) form of identification from Category I (if US citizen) or Category II (if non US citizen.) and two (2) forms of proof of residency from Category III. You may choose from the list of acceptable documentation below:

Category I – Acceptable forms of identification for <b>U.S. Citizen</b>	Category II – Acceptable forms of identification for <b>non U.S. Citizen</b>
<ul style="list-style-type: none"> <li>• Driver's License</li> <li>• Military ID</li> <li>• Military DD214 Form</li> <li>• Military Selective Service Card</li> <li>• Birth Certificate (not a hospital record)</li> <li>• Native American Reservation ID</li> <li>• Passport</li> <li>• State ID</li> <li>• Social Security Card</li> <li>• ID from place of employment</li> <li>• Current Student ID</li> </ul>	<ul style="list-style-type: none"> <li>• Country ID</li> <li>• Driver's License</li> <li>• Military ID</li> <li>• Passport</li> <li>• US Immigration and Naturalization Service (INS) department documents:               <ul style="list-style-type: none"> <li>• I-94 (Refugee arrival document) form</li> <li>• I-688B (Employment Authorization Card)</li> <li>• I-766 (employment Authorization approval) document</li> </ul> </li> <li>• US Government issued VISA</li> <li>• (Document will state that it is a VISA)</li> </ul> <p><b>Note: Alien Registration Card is not acceptable.</b></p>

You need two (2) forms of proof of residency from **Category III**. The proof of residency documents must be from **two (2) separate sources that cover the two (2) months** during the following dates (**these dates are the 2 months prior to the last final bill date**) you may choose from the list of acceptable documentation below:

Category III – Proof of Residency
<ul style="list-style-type: none"> <li>• Auto insurance policy or statement</li> <li>• Cable bill</li> <li>• Electric bill</li> <li>• Gas bill</li> <li>• Health insurance policy or statement (not a medical card)</li> <li>• Home owner's or renter's insurance policy or statement</li> <li>• Local Telephone bill (not a bill from a long distance provider, cellular or paging company)</li> <li>• Life insurance policy or statement</li> <li>• Mortgage Statement</li> <li>• Water bill</li> <li>• Prison movement documentation</li> <li>• *Rental/Lease Agreement</li> </ul> <p><b>*We will not accept rental receipts.</b> The Rental/Lease agreement must be from a <b>management company</b> on an official lease agreement.</p>

\*PLEASE RETURN THE COVER PAGE LETTER ALONG WITH AFFIDAVIT.

\***(MAKE SURE THAT YOUR PROOF IS 2 MONTHS PRIOR TO THE LAST BILL DATE LOCATED ON THE COVER PAGE.**

\*YOUR AFFIDAVIT MUST BE SIGNED BY A WITNESS THAT IS NOT A RELATIVE, OR NOTARIZED.



**Gas Sample Form No. 79-866**  
Gas Transmission Service Agreement

**Please Refer to Attached  
Sample Form**

Advice Letter No: 3343-G  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



# GAS TRANSMISSION SERVICE AGREEMENT

This Gas Transmission Service Agreement (GTSA) is made by and between PACIFIC GAS AND ELECTRIC COMPANY (PG&E), a California Corporation, and \_\_\_\_\_ (Customer), a \_\_\_\_\_ . PG&E and Customer each shall be referred to herein as a Party and together as Parties.

Subject to the provisions of this GTSA and the applicable PG&E gas Rules and Rate Schedules, PG&E agrees to make available to Customer the following categories of service:

- Gold Coast Transportation Services
- Golden Gate Market Center Services, including Storage Services

Election of any or all of such services by Customer and acceptance and authorization by PG&E shall be evidenced by the signatures of Customer and PG&E on the Exhibit(s) under this GTSA which shall describe the specific terms and conditions of the service transactions to be performed.

## 1. TERM

1.1 This GTSA shall be effective upon the date that both parties have executed the agreement, or on \_\_\_\_\_ . The initial term shall be twelve (12) months. Thereafter this GTSA shall continue from month to month unless terminated by either Party upon thirty (30) days' prior written notice to the other. Notwithstanding the above: (a) Neither Customer nor PG&E may unilaterally terminate this GTSA prior to the termination date for service set forth in any Exhibit executed by Customer and PG&E under this GTSA, and (b) PG&E may terminate this GTSA at any time in accordance with Paragraph 6.3 hereof or in accordance with PG&E's gas Rule 25 and may do so without thirty (30) days' prior written notice to Customer.

## 2. RATES AND CONTRACT QUANTITIES

2.1 The rate(s) to be charged for service(s) provided pursuant to this GTSA shall be as specified in the Exhibit(s) incorporated hereunder and applicable Rate Schedule(s), and Customer shall pay PG&E each billing period for all services rendered at the agreed-upon price.

2.2 PG&E shall have the unilateral right to apply at any time to the appropriate regulatory authority and, subject to approval thereof, make effective changes in the rates and charges applicable to services provided under this GTSA, the Rate Schedule(s) pursuant to which service hereunder is rendered, or any provisions of the applicable PG&E gas Rules.

2.3 The contract quantities for all services provided pursuant to this GTSA shall be as specified in the Exhibits incorporated hereunder.

## 3. BILLING AND PAYMENT

3.1 Bills shall be rendered and payments shall be due in accordance with gas Rule 25, Section C.

3.2 If an error is discovered in any bill rendered by PG&E, the amount of such error shall be adjusted, provided that a valid claim therefore is made within twelve (12) months from the date of the bill containing the original error.

3.3 Either Party may submit a billing dispute for resolution in accordance with Section 8; however, PG&E's remedies for late payments pursuant to Section C of gas Rule 25 shall be available notwithstanding such dispute resolution process.

# GAS TRANSMISSION SERVICE AGREEMENT

## 4. GAS QUALITY AND OPERATING PROCEDURES

4.1 Gas delivered to PG&E by or on behalf of Customer pursuant to this GTSA shall meet the gas quality specifications set forth in PG&E gas Rule 21, as may be amended from time to time.

4.2 Customer shall conform to the operating procedures set forth in all applicable PG&E gas Rules in effect during the term of this GTSA.

## 5. WARRANTY OF TITLE AND RISK OF LOSS

5.1 Customer warrants, for itself and its successors, that it will have at the time of delivery of gas to PG&E good title to such gas and that all gas delivered to PG&E for performance of service hereunder shall be eligible for all requested service under applicable rules, regulations, or orders of the California Public Utilities Commission (CPUC), or other agency having jurisdiction. Customer shall indemnify PG&E and save and hold PG&E harmless from all claims, demands, suits, actions, damages, losses, expense (including attorneys' fees) and costs connected with regulatory, administrative, or judicial proceedings arising from any breach of this warranty, or any breach of this indemnification provision.

5.2 Risk of loss of gas delivered to PG&E pursuant to an Exhibit incorporated hereunder shall pass to PG&E upon delivery of such gas to PG&E and shall pass from PG&E to Customer upon delivery from PG&E to or on behalf of Customer.

## 6. GOVERNMENTAL AUTHORITY

6.1 All of the provisions of this GTSA shall be subject to all present and future applicable federal or state laws, orders, rules and regulations of governmental authorities having jurisdiction. This GTSA shall at all times be subject to such changes or modifications by the CPUC as the CPUC may, from time to time, direct in the exercise of its jurisdiction.

6.2 The Parties recognize that PG&E has entered into transactions hereunder based on its good faith understanding that all acts, obligations, and services performed or to be performed by PG&E hereunder, and the charges therefore, are exempt from the regulation of the Federal Energy Regulatory Commission (FERC), except those interstate transactions that are permitted under PG&E's blanket certificate issued pursuant to Section 284.224 of the FERC's regulations. These interstate transactions shall be provided subject to the provisions of Part 284, Subpart C of the FERC's regulations as may be amended from time to time.

6.3 PG&E retains the right to terminate immediately the offering or furnishing of any services hereunder if the continued performance of such services could reasonably be determined to jeopardize continuance of PG&E's Hinshaw Exemption pursuant to Section 1 (c) of the Natural Gas Act.

## 7. ASSIGNMENT

7.1 Assignment of GTSA by PG&E: Assignment of the entire interest and obligations of PG&E hereunder may be made to an entity succeeding to all or substantially all of the business properties and assets of PG&E used to provide services hereunder. PG&E must obtain the Customer's written consent to assign.

7.2 Assignment of Exhibits by Customer: Customer may assign individual Exhibits incorporated hereunder to third parties who have executed a GTSA with PG&E subject to the following conditions:

# GAS TRANSMISSION SERVICE AGREEMENT

7.2.1 Such assignments may consist of all or a portion of Customer's contract quantity and all or part of Customer's remaining contract term as set forth in the subject Exhibit. In order to effect assignment of an individual Exhibit, Customer must provide PG&E with written notice using an Assignment of Gas Transmission Services (Form No. 79-867) bearing the proposed assignee's authorized signature and must obtain PG&E's written consent.

7.2.2 If PG&E determines that the proposed assignee satisfies PG&E's creditworthiness requirements as specified in gas Rule 25, PG&E shall approve the assignment and thereafter the assignee shall be responsible for the performance of all obligations and duties pursuant to the assigned Exhibit and shall make any payments due under the assigned Exhibit directly to PG&E.

7.2.3 If PG&E determines that the proposed assignee does not satisfy PG&E's creditworthiness requirements, PG&E will approve the assignment if Customer agrees in writing to be secondarily liable for non-performance under the Exhibit by the assignee and if PG&E determines that Customer is sufficiently creditworthy.

## 8. DISPUTE RESOLUTION

8.1 Any dispute, claim, or need for interpretation arising out of or relating to this GTSA which cannot be resolved after good faith discussions between the Parties within thirty (30) days of written notice from either Party to the other that there is such a dispute, claim, or need for interpretation shall be resolved in the manner set forth in Paragraphs 8.2 and 8.3, which shall be in lieu of litigation before any regulatory agency or in any state or federal court except to the extent that (i) both Parties agree to bring the matter before the CPUC; (ii) the matter is within the jurisdiction of the CPUC, and (iii) the CPUC is willing to accept the matter for resolution.

8.2 At either Party's request, the Parties shall submit their dispute to non-binding mediation in accordance with the Commercial Mediation Rules of the American Arbitration Association (AAA). The Parties shall establish specific ground rules for the mediation at least fourteen (14) days in advance of the mediation meeting. The mediation shall be held in San Francisco, California, and shall commence within thirty (30) days of a Party's request for mediation. Each Party shall bear its own mediation costs. The costs and expenses of the mediator shall be divided equally between the Parties.

8.3 If no settlement is reached as a result of the procedures prescribed in Paragraph 8.2, the matter shall be submitted to binding arbitration pursuant to the Commercial Arbitration Rules of the AAA (including any rules for expedition of the hearing process); provided, however, such rules shall be modified as necessary to reflect the following:

8.3.1 Unless the Parties otherwise agree, the arbitration panel shall be composed of three persons. Each Party shall nominate one arbitrator, and the two arbitrators so appointed shall appoint a third, who shall act as the presiding arbitrator or chair of the panel. If either Party fails to nominate an arbitrator within thirty (30) days of receiving notice of the nomination of an arbitrator by the other Party, such (second) arbitrator shall be appointed by the AAA at the request of the first Party. If the two arbitrators so selected fail to select a third arbitrator, the third arbitrator shall be appointed by the AAA. Should a vacancy occur on the panel, it shall be filled by the method by which that arbitrator was originally selected.

8.3.2 The arbitration shall be held at a location to be agreed to by the Parties, or, failing such an agreement, at San Francisco, California.

8.3.3 The arbitrators shall hold a preliminary meeting with the Parties within thirty (30) calendar days of the appointment of the third arbitrator for the purpose of determining or clarifying the issues to be decided in the arbitration, the specified procedures to be followed, and the schedule for briefing and/or hearings. The arbitrators shall hold a hearing and, within one hundred and twenty (120) calendar days of the preliminary meeting (except in extraordinary cases), shall issue a written decision, supported by a majority of the arbitrators, and include findings of fact and conclusions of law. Such decision shall thereafter be deemed to be part of this GTSA and incorporated by reference herein.

# GAS TRANSMISSION SERVICE AGREEMENT

8.3.4 If one or both of the Parties have a substantial need for discovery in order to prepare for the arbitration hearing, the Parties shall attempt in good faith to agree on a minimum plan for expeditious discovery. Should they fail to reach agreement, either Party may request a joint meeting with the presiding arbitrator to explain points of agreement and disagreement, and the presiding arbitrator shall thereafter promptly determine the scope of discovery and the time allowed therefore.

8.3.5 Pending such written decision and findings of facts and conclusions of law as set forth in subparagraph 8.3.3, the Parties shall continue to operate under the GTSA as on the date the arbitration was requested; however, the decision by the panel should consider specifically the appropriateness of retroactive adjustments to the date the dispute first arose.

8.3.6 The allocation of costs of arbitration shall be considered and determined by the panel in connection with its decision, and, for example, the entire costs of such proceeding, including reasonable attorneys' fees (for in-house and outside counsel) may be awarded to the prevailing Party.

8.3.7 The United States District Court for the Northern District of California or a Superior Court of the State of California may enter judgment upon the panel's decision, either by confirming the decision or by vacating, modifying, or correcting the decision. The Court may vacate, modify, or correct any such decision only: (i) if there exist any of the grounds referred to in the United States Arbitration Act, or (ii) to the extent that the panel's conclusions of law are erroneous.

8.3.8 In the event it is necessary to enforce an arbitration award, all costs of enforcement, including reasonable attorneys' fees (for in-house and outside counsel), shall be payable to the prevailing Party.

8.4 The resolution of disputes subject to this Section 8 shall be governed, and the arbitrators shall render their decision in accordance with, the substantive laws of the State of California, without regard to its choice of law rules. Notwithstanding the foregoing, questions concerning the arbitrability of any issue under this dispute resolution clause shall be governed exclusively by the United States Arbitration Act.

8.5 Neither Party shall be liable under this GTSA for any punitive or exemplary damages.

## 9. FORCE MAJEURE

9.1 The term "force majeure," as employed herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockage, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, high water, washouts, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, the necessity for making non-routine repairs, non-routine alterations to machinery or lines of pipe, freezing lines of pipe, acts of civil or military authority (including, but not limited to, courts, or administrative or regulatory agencies), and any other cause, whether of the kind herein enumerated or otherwise, not within the control of the Party claiming suspension and which, by the exercise of due diligence, that Party is unable to prevent or overcome.

9.1.1 It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the Party having the difficulty, and the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts when such course is inadvisable in the discretion of the Party having the difficulty.

9.1.2 It is understood and agreed that "force majeure" as used herein shall not include, nor are exclusions limited to, scheduled and routine maintenance and repairs of machinery and lines of pipe, operational flow orders or emergency flow orders in accordance with PG&E gas Rule 14, financial considerations, or the unavailability of upstream or downstream transportation or supply.

# GAS TRANSMISSION SERVICE AGREEMENT

9.2 In the event Customer or PG&E is rendered unable, wholly or in part, by force majeure to carry out its obligations under this GTSA, it is agreed that, upon such Party giving notice and reasonably full particulars of such force majeure in writing (or by facsimile or telephone if confirmed in writing within seventy-two (72) hours) to the other Party within five business days of the onset of the force majeure condition, then the obligations of the Party giving such notice, so far as they are affected by such force majeure, shall be suspended during the continuance of the effects of the cause, and the Party subject to such cause shall remedy it so far as possible with all reasonable dispatch; provided, however, that no force majeure shall be cause for delay in the payment for services rendered prior to its inception.

## 10. NOTICE

10.1 Unless expressly provided herein to the contrary, any notice called for in this GTSA shall be in writing and shall be considered as having been given if delivered by e-mail with read receipt verification, facsimile (if followed in a timely manner by confirming documents), courier, or registered mail, with all postage or charges prepaid, to either PG&E or Customer at the address designated below.

10.2 Routine communications, including monthly statements and payment, shall be considered duly delivered when received by e-mail with read receipt verification, posted electronically on PG&E's Website, ordinary mail or by facsimile (if confirmed by telephone communication and followed by confirming documents).

10.3 Customer's daily nominations shall be considered as duly delivered when received by ordinary mail, facsimile, or electronic data interchange.

10.4 The addresses of the Parties to be used for notices are as follows:

### Formal Communications, Offers and Acceptances

Name: \_\_\_\_\_  
Company: \_\_\_\_\_  
\_\_\_\_\_  
Department: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Facsimile No.: \_\_\_\_\_  
e-mail: \_\_\_\_\_

Pacific Gas and Electric Company  
California Gas Transmission  
6121 Bollinger Canyon Road, Room 4240A  
San Ramon, CA 94583  
Telephone No.: (925) 244-3509  
Facsimile No.: (925) 244-3544  
e-mail: SAJL@pge.com

### Billing Communications

Name: \_\_\_\_\_  
Company: \_\_\_\_\_  
\_\_\_\_\_  
Department: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Facsimile No.: \_\_\_\_\_  
e-mail: \_\_\_\_\_

Pacific Gas and Electric Company  
California Gas Transmission  
6121 Bollinger Canyon Road, Room 4240A  
San Ramon, CA 94583  
Telephone No.: (925) 244-3509  
Facsimile No.: (925) 244-3544  
e-mail: SAJL@pge.com

# GAS TRANSMISSION SERVICE AGREEMENT

## Payments

Name: \_\_\_\_\_  
Company: \_\_\_\_\_  
\_\_\_\_\_  
Department: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Facsimile No.: \_\_\_\_\_  
e-mail: \_\_\_\_\_

PG&E Billing Center  
c/o Payment Research  
885 Embarcadero Drive  
West Sacramento, CA 95605-1503  
Telephone No.: (800) 343-4743  
e-mail: CGTServicesX@pge.com

## Operating Communications

Name: \_\_\_\_\_  
Company: \_\_\_\_\_  
\_\_\_\_\_  
Department: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Facsimile No.: \_\_\_\_\_  
e-mail: \_\_\_\_\_

Pacific Gas and Electric Company  
California Gas Transmission  
P.O. Box 770000, Mail Code B16A  
San Francisco, CA 94177  
Telephone No.: (800) 343-4743  
Facsimile No.: (415) 973-0649  
e-mail: pgescheduling@pge.com

10.5 Either Party may from time to time change or designate any other name or address for such purposes upon timely notice by the Party requesting such change.

## 11. ADDITIONAL PROVISIONS

11.1 This GTSA and the obligations of the Parties hereunder shall be controlled by, interpreted, and construed in accordance with the laws of the state of California without regard to the principles of conflicts of law or other principles that might refer the governance of the construction of this GTSA to the law of another jurisdiction.

11.2 This GTSA in all respects shall be and remains subject to applicable PG&E gas Rules and Rate Schedules in effect during the term of this GTSA as they may change from time to time.

11.3 PG&E shall not be required to perform or to continue to perform service under this GTSA if Customer becomes insolvent, or fails to establish or confirm its creditworthiness within a reasonable period following PG&E's request. Customer agrees to provide PG&E, initially and on a continuing basis as requested by PG&E, evidence of Customer's creditworthiness as a condition of Customer's eligibility to receive service under this GTSA.

11.4 No consent or waiver, express or implied, by either Party to any breach or default by the other Party in the performance of obligations hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default, whether of a like or of a different character. Failure on the part of either Party to complain of any act or failure to act by the other Party or to declare the other Party in default, regardless of how long such failure continues, shall not constitute a waiver by such Party of any of its rights hereunder.

11.5 No Party shall be obligated to finance, construct, add to, alter, or modify any facilities in connection with the receipt or performance of services pursuant to this GTSA.

11.6 This GTSA is intended to be solely for the benefit of the Parties and their permitted successors and assigns, and, except as may be specifically set forth herein, is not intended to and shall not be construed to confer upon any other party any other rights or benefits. Nothing in this GTSA shall be construed to create any duty to, any standard of care with reference to, or any liability to any third party.

# GAS TRANSMISSION SERVICE AGREEMENT

11.7 Nothing in this GTSA shall be deemed to create any rights or obligations between the Parties hereto after the termination or expiration of this GTSA; however, termination or expiration of this GTSA shall not relieve either Party of the obligation to correct any volume imbalances, or relieve Customer of the obligation to pay any amounts due to PG&E for service provided prior to the date of termination or expiration.

11.8 PG&E shall have no liability to any Customer, or any assignee thereof, for any curtailment or interruption of service or losses of gas pursuant to this GTSA, PG&E's gas Rules or rate schedules. The liability of PG&E for any curtailments or interruptions or gas losses otherwise arising out of mistakes, omissions, interruptions, delays, errors or defects in any of the gas services or facilities furnished by PG&E shall in no event exceed an amount equal to any applicable pro rata charges for the period during which the services or facilities are affected by the mistake, omission, interruption, delay, error or defect and under no circumstances shall PG&E be liable to Customer, or assignee thereof, for consequential, indirect or punitive damages for an interruption or curtailment of service or losses of gas, whether arising in contract, Tort (including negligence) or otherwise; provided, however, that the provisions hereof shall not apply to damages caused by willful misconduct, fraudulent conduct or violations of law.

11.9 Unless otherwise provided, all substances, whether or not of commercial value and including all liquid hydrocarbons of whatever nature, that PG&E recovers in the normal course of providing service to Customer hereunder, shall be PG&E's sole property, and PG&E shall have no obligation to account to Customer for any value that may attach or be said to attach to such substances.

11.10 Any provision of this GTSA that is prohibited by or unenforceable in any applicable jurisdiction shall, as to that jurisdiction, be ineffective to the extent of that prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of that provision in any other jurisdiction.

11.11 PG&E may accept facsimile copies of this GTSA and any other notices or agreements hereunder, and the same shall be binding on Customer as though they were original signed documents. PG&E may accept the signature of any representative of Customer on any such agreement or notice, and the same shall be binding on Customer without any obligation on PG&E's part to verify that the person so signing has authority to bind Customer provided that Customer may, and has the affirmative obligation to, provide PG&E with a list of people authorized by Customer to execute such documents or agreements with PG&E, and, if Customer provides such a list, PG&E shall limit its acceptance of and reliance on such documents accordingly.

11.12 This GTSA and the Exhibits executed by Customer and PG&E under this GTSA constitute the entire agreement of the Parties on the matters set forth herein, and may be amended or modified only by an instrument in writing executed by both Parties (except changes to names and addresses in Paragraph 10.4).

IN WITNESS WHEREOF, the Parties hereto have caused this GTSA to be executed and in effect.

FOR CUSTOMER

FOR PACIFIC GAS AND ELECTRIC COMPANY

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

Incorporated Attachment(s): Applicable Exhibit(s)  
Illustrative Attachments: Gas Rules 1, 14, 21, 25, 26



**Gas Sample Form No. 79-866A**  
Gas Transmission Service Agreement (T)  
EXHIBIT A - Gold Coast Firm or As-Available Transportation Service (T)

**Please Refer to Attached  
Sample Form**

Advice Letter No: 3343-G  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_

EXHIBIT:  
GAS TRANSMISSION SERVICE AGREEMENT:  
CUSTOMER NAME:



## GAS TRANSMISSION SERVICE AGREEMENT

### EXHIBIT A GOLD COAST FIRM OR AS-AVAILABLE TRANSPORTATION SERVICE

This Exhibit may be used to arrange transportation service provided under one of the following rate schedules: G-AFT, G-AFTOFF, G-AA, G-AAOFF, or G-SFT.

Customer must execute or previously have executed a currently effective Gas Transmission Service Agreement (GTSA) with PG&E before this Exhibit has any legal effect. Once executed, this Exhibit shall be made part of and be subject to all terms and conditions of the GTSA executed by and between PG&E and Customer, and service hereunder shall be rendered in accordance with the terms of the Applicable Rate Schedule identified below, or superseding Rate Schedule(s), and all applicable PG&E gas Rules in effect during the term of this Exhibit.

APPLICABLE RATE SCHEDULE: \_\_\_\_\_

PATH: \_\_\_\_\_

TERM: \_\_\_\_\_ to \_\_\_\_\_ MAXIMUM DAILY QUANTITY: \_\_\_\_\_ Dth/day

RATE: Customer shall pay PG&E the rates and charges applicable to service rendered pursuant to the Applicable Rate Schedule identified above.

If Customer's Applicable Rate Schedule is G-AFT, G-AFTOFF or G-SFT, Customer elects \_\_\_\_\_ (Modified Fixed Variable (MFV) or Straight Fixed Variable (SFV)) Rates.

If Customer's Applicable Rate Schedule is G-AFTOFF or G-AAOFF, it is Customer's intention that the gas transported pursuant to this Exhibit \_\_\_\_\_ is / is not \_\_\_\_\_ destined for ultimate consumption within the state of California.

EXHIBIT:  
GAS TRANSMISSION SERVICE AGREEMENT:  
CUSTOMER NAME:

**GAS TRANSMISSION SERVICE AGREEMENT  
EXHIBIT A  
GOLD COAST FIRM OR AS-AVAILABLE TRANSPORTATION  
SERVICE**

CUSTOMER CONFIRMATION / PG&E ACCEPTANCE:

Customer will confirm Customer's agreement to the terms and conditions described in this Exhibit by returning this Exhibit to PG&E. The transaction described in this Exhibit will be accepted and authorized upon PG&E's countersigning the Exhibit, and PG&E shall communicate its acceptance and authorization by sending a facsimile of the executed Exhibit to Customer.

FOR CUSTOMER

FOR PACIFIC GAS AND ELECTRIC COMPANY

Name of Authorized Representative

Name of Authorized Representative

\_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



**Gas Sample Form No. 79-866B**  
Gas Transmission Service Agreement (T)  
EXHIBIT B - Negotiated Gold Coast Transportation Service (T)

**Please Refer to Attached  
Sample Form**

Advice Letter No: 3343-G  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_

EXHIBIT:  
GAS TRANSMISSION SERVICE AGREEMENT:  
CUSTOMER NAME:



## GAS TRANSMISSION SERVICE AGREEMENT

### EXHIBIT B

## NEGOTIATED GOLD COAST TRANSPORTATION SERVICE

This Exhibit may be used to arrange transportation service provided under one of the following Rate Schedules: G-NAA, G-NAAOFF, G-NFT, G-NFTOFF.

Customer must execute or previously have executed a currently effective Gas Transmission Service Agreement (GTSA) with PG&E before this Exhibit has any legal effect. Once executed, this Exhibit shall be made part of and be subject to all terms and conditions of the GTSA executed by and between PG&E and Customer, and service hereunder shall be rendered in accordance with the terms of the Applicable Rate Schedule identified below, or superseding Rate Schedule(s), and all applicable PG&E gas Rules in effect during the term of this Exhibit.

APPLICABLE RATE SCHEDULE: \_\_\_\_\_

PATH: \_\_\_\_\_

TERM: \_\_\_\_\_ to \_\_\_\_\_ MAXIMUM DAILY QUANTITY: \_\_\_\_\_ Dth/day

NEGOTIATED RATES:

If Customer's Applicable Rate Schedule is G-NFTOFF or G-NAAOFF, it is Customer's intention that the gas transported pursuant to this Exhibit is / is not destined for ultimate consumption within the state of California.

Section IX and X of California Public Utilities Commission General Order 96-A do not apply to this Exhibit.

EXHIBIT:  
GAS TRANSMISSION SERVICE AGREEMENT:  
CUSTOMER NAME:

CUSTOMER CONFIRMATION / PG&E ACCEPTANCE:

Customer will confirm Customer's agreement to the terms and conditions described in this Exhibit by returning this Exhibit to PG&E. The transaction described in this Exhibit will be accepted and authorized upon PG&E's countersigning the Exhibit, and PG&E shall communicate its acceptance and authorization by sending a facsimile of the executed Exhibit to Customer.

FOR CUSTOMER

FOR PACIFIC GAS AND ELECTRIC COMPANY

Name of Authorized Representative

Name of Authorized Representative

\_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



**Gas Sample Form No. 79-866C**  
Gas Transmission Service Agreement (T)  
EXHIBIT C - Golden Gate Market Center Parking/Lending Service (T)

**Please Refer to Attached  
Sample Form**

Advice Letter No: 3343-G  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_

EXHIBIT:  
 GAS TRANSMISSION SERVICE AGREEMENT:  
 CUSTOMER NAME:



## GAS TRANSMISSION SERVICE AGREEMENT

### EXHIBIT C

## GOLDEN GATE MARKET CENTER PARKING/LENDING SERVICE

Customer must execute or previously have executed a currently effective Gas Transmission Service Agreement (GTSA) with PG&E before this exhibit has any legal effect. Once executed, this Exhibit shall be made a part of and subject to all terms and conditions of the GTSA executed by and between PG&E and Customer, and service hereunder shall be rendered in accordance with the terms of the Applicable Rate Schedule identified below or superseding rate schedule(s), and all applicable PG&E gas Rules in effect during the term of this Exhibit.

APPLICABLE RATE SCHEDULE (G-PARK or G-LEND): \_\_\_\_\_.

**MAXIMUM DAILY/TOTAL EXHIBIT QUANTITIES:**

Customer's contracted Maximum Daily Quantity (MDQ) and Total Exhibit Quantity (TEQ) are specified in decatherms in the spaces below. If the TEQ exceeds the actual quantity parked by or loaned to the Customer, then the TEQ shall be revised to equal the actual quantity. The unpark or repayment MDQ will be revised to equal the revised quantity TEQ divided by the number of days in the unpark or repayment term.

<u>QUANTITY</u>	<u>RECEIPT POINT(S)</u>	<u>DELIVERY POINT(S)</u>	<u>TIME PERIOD (TERM)</u>
_____ (Dth) TOTAL	_____	_____	_____ to _____
_____ (Dth/day) IN	_____	_____	_____ to _____
_____ (Dth/day) IN	_____	_____	_____ to _____
_____ (Dth/day) IN	_____	_____	_____ to _____
_____ (Dth/day) OUT	_____	_____	_____ to _____
_____ (Dth/day) OUT	_____	_____	_____ to _____
_____ (Dth/day) OUT	_____	_____	_____ to _____

**RATES AND CHARGES:**

The rates and charges applicable to service rendered pursuant to this Exhibit C have been negotiated in accordance with the Applicable Rate Schedule identified above and shall be as follows:

**REMAINING BALANCE AT TERMINATION:**

If the Customer terminates service under Schedule G-PARK or G-LEND, remaining balances in the customer's account shall be subject to the terms of Schedule G-BAL.

EXHIBIT:  
GAS TRANSMISSION SERVICE AGREEMENT:  
CUSTOMER NAME:

**GAS TRANSMISSION SERVICE AGREEMENT  
EXHIBIT C  
GOLDEN GATE MARKET CENTER PARKING/LENDING SERVICE**

TRANSPORTATION SERVICE:

Customer understands that it is Customer's sole responsibility to independently arrange for any transportation service for delivery or receipt of gas to or from the Market Center that is necessary to the performance of the Market Center transaction described in this Exhibit C, and that Customer shall be obligated to employ any available transportation options in order to transport gas to or from the Market Center consistent with receipt and delivery dates established in this Exhibit C.

It is Customer's intention that the gas that is subject to service under this Exhibit is / is not destined for ultimate consumption within the state of California.

Section IX and X of California Public Utilities Commission General Order 96-A do not apply to this Exhibit.

CUSTOMER CONFIRMATION / PG&E ACCEPTANCE:

Customer will confirm Customer's agreement to the terms and conditions described in this Exhibit by executing and returning this Exhibit to PG&E. The transaction described in this Exhibit will be accepted and authorized upon PG&E's countersigning the Exhibit, and PG&E shall communicate its acceptance and authorization by sending a facsimile of the executed Exhibit to Customer. PG&E's authorization and acceptance shall at all times remain subject to daily availability and operational constraints as further detailed in the applicable Rate Schedule identified above.

FOR CUSTOMER

FOR PACIFIC GAS AND ELECTRIC COMPANY

Name of Authorized Representative

Name of Authorized Representative

\_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



**Gas Sample Form No. 79-866E**  
Gas Transmission Service Agreement (T)  
EXHIBIT E - Golden Gate Market Center Negotiated Firm Storage Service (T)

**Please Refer to Attached  
Sample Form**

Advice Letter No: 3343-G  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_

EXHIBIT:  
GAS TRANSMISSION SERVICE AGREEMENT:  
CUSTOMER NAME:



## GAS TRANSMISSION SERVICE AGREEMENT

### EXHIBIT E

## GOLDEN GATE MARKET CENTER NEGOTIATED FIRM STORAGE SERVICE

Customer must execute or previously have executed a currently effective Gas Transmission Service Agreement (GTSA) with PG&E before this Exhibit has any legal effect. Once executed, this Exhibit shall be made a part of and be subject to all terms and conditions of the GTSA executed by and between PG&E and Customer, and service hereunder shall be rendered in accordance with the terms of Schedule G-NFS – Negotiated Firm Storage Service, or superseding rate schedule(s), and all applicable PG&E gas Rules in effect during the term of this Exhibit.

APPLICABLE RATE SCHEDULE: G-NFS

TOTAL RESERVATION QUANTITY:

Injection: \_\_\_\_\_ Dth/day      TERM: \_\_\_\_\_ to \_\_\_\_\_

NEGOTIATED RATES:

NOMINATIONS:

Customer must give PG&E \_\_\_\_\_ notice for use of this service.

TRANSPORTATION:

Customer understands that this Exhibit applies only to the storage of natural gas. Customer must make separate arrangements for gas transportation services to and from PG&E storage facilities.

Section IX and X of California Public Utilities Commission General Order 96-A do not apply to this Exhibit.

EXHIBIT:  
GAS TRANSMISSION SERVICE AGREEMENT:  
CUSTOMER NAME

**GAS TRANSMISSION SERVICE AGREEMENT  
EXHIBIT E  
GOLDEN GATE MARKET CENTER NEGOTIATED FIRM STORAGE  
SERVICE**

CUSTOMER CONFIRMATION / PG&E ACCEPTANCE & AUTHORIZATION:  
Customer will confirm Customer's agreement to the terms and conditions described in this Exhibit by executing and returning this Exhibit to PG&E. The transaction described in this Exhibit will be accepted and authorized upon PG&E's countersigning the Exhibit, and PG&E shall communicate its acceptance and authorization by sending a facsimile of the executed Exhibit to Customer.

FOR CUSTOMER

FOR PACIFIC GAS AND ELECTRIC COMPANY

Name of Authorized Representative

Name of Authorized Representative

\_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



**Gas Sample Form No. 79-866F**  
Gas Transmission Service Agreement (T)  
EXHIBIT F - Golden Gate Market Center Negotiated As-Available Storage Service (T)

**Please Refer to Attached  
Sample Form**

Advice Letter No: 3343-G  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_

EXHIBIT:  
GAS TRANSMISSION SERVICE AGREEMENT:  
CUSTOMER NAME:



## GAS TRANSMISSION SERVICE AGREEMENT

### EXHIBIT F

## GOLDEN GATE MARKET CENTER NEGOTIATED AS- AVAILABLE STORAGE SERVICE

Customer must execute or previously have executed a currently effective Gas Transmission Service Agreement (GTSA) with PG&E before this Exhibit has any legal effect. Once executed, this Exhibit shall be made a part of and subject to all terms and conditions of the GTSA executed by and between PG&E and Customer, and service hereunder shall be rendered in accordance with the terms of Schedule G-NAS – Negotiated As-Available Storage Service, or superseding rate schedule(s), and all applicable PG&E gas Rules in effect during the term of this Exhibit.

Service under Schedule G-NAS is available only to Customers with firm storage inventory pursuant to Schedules G-SFS or G-NFS.

APPLICABLE RATE SCHEDULE: G-NAS  
QUANTITY:

Injection: \_\_\_\_\_ Dth/day      TERM: \_\_\_\_\_ to \_\_\_\_\_

NEGOTIATED RATES:

NOMINATIONS:  
Customer must give PG&E \_\_\_\_\_ notice for use of this service.

TRANSPORTATION:  
Customer understands that this Exhibit applies only to the storage of natural gas. Customer must make separate arrangements for gas transportation services to and from PG&E storage facilities.

Section IX and X of California Public Utilities Commission General Order 96-A do not apply to this Exhibit.

EXHIBIT:  
GAS TRANSMISSION SERVICE AGREEMENT:  
CUSTOMER NAME

**GAS TRANSMISSION SERVICE AGREEMENT  
EXHIBIT F  
GOLDEN GATE MARKET CENTER NEGOTIATED AS-AVAILABLE  
STORAGE SERVICE**

CUSTOMER CONFIRMATION / PG&E ACCEPTANCE & AUTHORIZATION:  
Customer will confirm Customer's agreement to the terms and conditions described in this Exhibit by returning this Exhibit to PG&E. The transaction described in this Exhibit will be accepted and authorized upon PG&E's countersigning the Exhibit, and PG&E shall communicate its acceptance and authorization by sending a facsimile of the executed Exhibit to Customer.

FOR CUSTOMER

FOR PACIFIC GAS AND ELECTRIC COMPANY

Name of Authorized Representative

Name of Authorized Representative

\_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



**Gas Sample Form No. 79-866J**  
Gas Transmission Service Agreement (T)  
EXHIBIT J - Golden Gate Market Center Standard Firm Storage Service (T)

**Please Refer to Attached  
Sample Form**

Advice Letter No: 3343-G  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_

EXHIBIT:  
GAS TRANSMISSION SERVICE AGREEMENT:  
CUSTOMER NAME:



## GAS TRANSMISSION SERVICE AGREEMENT

### EXHIBIT J

## GOLDEN GATE MARKET CENTER STANDARD FIRM STORAGE SERVICE

Customer must execute or previously have executed a currently effective Gas Transmission Service Agreement (GTSA) with PG&E before this Exhibit has any legal effect. Once executed, this Exhibit shall be made a part of and be subject to all terms and conditions of the GTSA executed by and between PG&E and Customer, and service hereunder shall be rendered in accordance with the terms of Schedule G-SFS – Standard Firm Storage Service, or superseding rate schedule(s), and all applicable PG&E gas Rules in effect during the term of this Exhibit.

APPLICABLE RATE SCHEDULE: G-SFS

TERM: \_\_\_\_\_ to \_\_\_\_\_

CONTRACT INVENTORY:

Contract Inventory Quantity: \_\_\_\_\_ Dth

WITHDRAWAL MONTHS BETWEEN APRIL 1 AND OCTOBER 31:

Customer chooses the three (3) calendar months specified below for firm withdrawal during the period of April 1 through October 31. The months do not have to be contiguous.

Month 1: \_\_\_\_\_

Month 2: \_\_\_\_\_

Month 3: \_\_\_\_\_

RATES:

Customer shall pay PG&E the rates and charges applicable to services rendered pursuant to the applicable Rate Schedule identified above.

TRANSPORTATION:

Customer understands that this Exhibit applies only to the storage of natural gas. Customer must make separate arrangements for gas transportation services to and from PG&E storage facilities.

EXHIBIT:  
GAS TRANSMISSION SERVICE AGREEMENT:  
CUSTOMER NAME:

**GAS TRANSMISSION SERVICE AGREEMENT  
EXHIBIT J  
GOLDEN GATE MARKET CENTER STANDARD FIRM STORAGE  
SERVICE**

CUSTOMER CONFIRMATION / PG&E ACCEPTANCE & AUTHORIZATION:

Customer will confirm Customer's agreement to the terms and conditions described in this Exhibit by executing and returning this Exhibit to PG&E. The transaction described in this Exhibit will be accepted and authorized upon PG&E's countersigning the Exhibit, and PG&E shall communicate its acceptance and authorization by sending a facsimile of the executed Exhibit to Customer. PG&E's authorization and acceptance shall at all times remain subject to daily availability and operational constraints as further detailed in the applicable Rate Schedule identified above.

FOR CUSTOMER

FOR PACIFIC GAS AND ELECTRIC COMPANY

Name of Authorized Representative

Name of Authorized Representative

\_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



**Gas Sample Form No. 79-866K**  
Gas Transmission Service Agreement (T)  
EXHIBIT K - Negotiated Gold Coast Delivery Service to Off-System End-Use (T)  
Customers

**Please Refer to Attached  
Sample Form**

Advice Letter No: 3343-G  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_

EXHIBIT:  
GAS TRANSMISSION SERVICE AGREEMENT:  
CUSTOMER NAME:



## **GAS TRANSMISSION SERVICE AGREEMENT**

### **EXHIBIT K**

## **NEGOTIATED GOLD COAST DELIVERY SERVICE TO OFF-SYSTEM END-USE CUSTOMERS**

Customer must execute or previously have executed a currently effective Gas Transmission Service Agreement (GTSA) with PG&E before this Exhibit has any legal effect. Once executed, this Exhibit shall be made part of and be subject to all terms and conditions of the GTSA executed by and between PG&E and Customer, and service hereunder shall be rendered in accordance with the terms of the Rate Schedule G-OEC, or superseding rate schedule(s), and all applicable PG&E gas Rules in effect during the term of this Exhibit.

APPLICABLE RATE SCHEDULE: G-OEC

1. TERM:
  
2. MAXIMUM DAILY QUANTITY: \_\_\_\_\_Dth/day
  
3. NEGOTIATED RATES:
  
4. TAKE-OR-PAY OBLIGATION:
  
5. BALANCING SERVICES:
  
6. CURTAILMENT:
  
7. OTHER SPECIAL INSTRUCTIONS OR PROVISIONS:

EXHIBIT:  
GAS TRANSMISSION SERVICE AGREEMENT:  
CUSTOMER NAME:

**GAS TRANSMISSION SERVICE AGREEMENT**  
**EXHIBIT K**  
**NEGOTIATED GOLD COAST DELIVERY SERVICE TO OFF-SYSTEM**  
**END-USE CUSTOMERS**

CUSTOMER CONFIRMATION / PG&E ACCEPTANCE:

Customer will confirm Customer's agreement to the terms and conditions described in this Exhibit by returning this Exhibit to PG&E. The transaction described in this Exhibit will be accepted and authorized upon PG&E's countersigning the Exhibit, and PG&E shall communicate its acceptance and authorization by sending a facsimile of the executed Exhibit to Customer.

FOR CUSTOMER

FOR PACIFIC GAS AND ELECTRIC COMPANY

Name of Authorized Representative

Name of Authorized Representative

\_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



**Gas Sample Form No. 79-867**  
Assignment of California Gas Transmission Services

(T)

**Please Refer to Attached  
Sample Form**

Advice Letter No: 3343-G  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



# ASSIGNMENT OF CALIFORNIA GAS TRANSMISSION SERVICES

\_\_\_\_\_ (Customer/Assignor), who holds a current Gas Transmission Service Agreement (GTSA) and a current GTSA Exhibit for PG&E's gas transmission services, agrees to assign to \_\_\_\_\_ (Assignee) Customer/Assignor's rights to PG&E's gas transmission services as set forth below.

Customer/Assignor#: \_\_\_\_\_

Customer/Assignor's Exhibit #: \_\_\_\_\_

Applicable Rate Schedule: \_\_\_\_\_

Term of assignment: From \_\_\_\_\_ to \_\_\_\_\_

Assignment Contract Quantity: \_\_\_\_\_

This assignment is subject to PG&E's consent and its determination that Assignee meets PG&E's creditworthiness requirements as set forth in gas Rule 25. As consideration for PG&E's consent to this assignment, Assignee accepts the assignment as set forth herein and agrees to all of the terms, conditions and obligations, including payment obligations under the GTSA and Exhibit specified above, as well as PG&E's gas Rules and applicable rate schedules, and agrees to perform fully thereunder for the term of assignment set forth herein. All remedies available to PG&E under the Customer/Assignor's GTSA and Exhibit shall be available to PG&E under this assignment.

PG&E shall send all bills and notices to Assignee at the address(es) set forth below.

Formal Communications,  
Offers and Acceptances

Authorized Name \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone No.: (        ) \_\_\_\_\_

e-mail: \_\_\_\_\_

Facsimile No: (        ) \_\_\_\_\_

Billing, Statements and  
Invoices

Authorized Name \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone No.: (        ) \_\_\_\_\_

e-mail: \_\_\_\_\_

Facsimile No: (        ) \_\_\_\_\_

# ASSIGNMENT OF CALIFORNIA GAS TRANSMISSION SERVICES

Operating Communications      Authorized Name \_\_\_\_\_  
Company \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
e-mail: \_\_\_\_\_  
Telephone No.: (        ) \_\_\_\_\_  
Facsimile No: (        ) \_\_\_\_\_

The parties hereto, by their signature below, assign and accept the assignment of the GTSA Exhibit subject to the terms and conditions herein.

CUSTOMER/ASSIGNOR:	ASSIGNEE:
Name _____	Name _____
Title _____	Title _____
Signature _____	Signature _____
Date _____	Date _____

PG&E hereby consents to the foregoing assignment.

## PACIFIC GAS AND ELECTRIC COMPANY

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Signature \_\_\_\_\_  
Date \_\_\_\_\_

In lieu of Assignee meeting PG&E's creditworthiness requirements under gas Rule 25, PG&E will consent to the assignment set forth herein if Customer/Assignor agrees to be secondarily liable for Assignee's failure to pay PG&E in full, subject, however to PG&E's determination that Customer/Assignor is sufficiently creditworthy. Customer/Assignor's signature below indicates Customer/Assignor's agreement to be secondarily liable for failure by Assignee to pay PG&E in full.

## CUSTOMER/ASSIGNOR

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Signature \_\_\_\_\_  
Date \_\_\_\_\_



**Gas Sample Form No. 79-868**  
California Gas Transmission Credit Application

**Please Refer to Attached  
Sample Form**

Advice Letter No: 3343-G  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_

## CALIFORNIA GAS TRANSMISSION CREDIT APPLICATION

Prior to receiving natural gas transmission services (e.g. transportation, storage, park & lend, core aggregation, and balancing aggregation), an applicant must complete and sign this form and submit it to Pacific Gas and Electric Company (PG&E), along with financial information as described in gas Rule 25.

PG&E will determine if an applicant meets PG&E's creditworthiness standards. If PG&E determines an applicant has demonstrated sufficient creditworthiness to be eligible for gas transmission services, PG&E shall establish a credit line for the applicant.

An applicant shall forward this completed and signed application, and accompanying financial information to the following address:

**Pacific Gas and Electric Company  
California Gas Transmission Credit Application  
6121 Bollinger Canyon Road, Room 4240E  
San Ramon, CA 94583**

An applicant will not be eligible to receive gas transmission services until PG&E approves the applicant's credit application and the applicant and PG&E execute, as may be applicable, a Gas Transmission Service Agreement (GTSA) (Form No. 79-866) or a Noncore Balancing Aggregation Agreement (NBAA) (Form No. 79-869), a Self Balancing Amendment (SB Amendment) (Form No. 79-971), or a Core Gas Aggregation Service Agreement (CTA Agreement) (Form No. 79-845).

*Please furnish the following information:*

### 1. Applicant/Company

**Applicant Name** (i.e., company) \_\_\_\_\_

**State of Incorporation** \_\_\_\_\_  
(Please mark N/A if not incorporated.)

**DUNS Number** \_\_\_\_\_  
(Required for making backbone transportation nominations.)

**Federal Tax ID** \_\_\_\_\_

**State Tax ID** \_\_\_\_\_

**Internet Web Site Address** (if applicable) \_\_\_\_\_

### 2. Business Type (check all that apply)

Marketer/Shipper	___	Balancing Aggregator	___	Core Transport Agent	___
End-user	___	Cogenerator	___	Electric Generator	___
Pipeline	___	LDC	___	Other	___

## CALIFORNIA GAS TRANSMISSION CREDIT APPLICATION

**3. Identification of Parent Company, Affiliates, and Subsidiaries** (where applicable)  
 (attach additional information if necessary)

Parent Company: \_\_\_\_\_

Subsidiary (ies): \_\_\_\_\_

Affiliate(s): \_\_\_\_\_

**4. Contact Person/Department** (complete all that apply)  
 (If an address is the same, please write "same".)

**a. Chief Financial Officer** (or Financial Contact Person)

Salutation (Mr., Ms., etc.) \_\_\_\_\_  
 First, Middle, Last Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Department Name \_\_\_\_\_  
 Address, first line \_\_\_\_\_  
 Address, second line \_\_\_\_\_  
 Address, third line \_\_\_\_\_  
 City, State, Postal Code, Country \_\_\_\_\_  
 E-mail Address \_\_\_\_\_  
 Telephone (\_\_\_\_) \_\_\_\_\_  
 Alternate Telephone (\_\_\_\_) \_\_\_\_\_  
 Fax Number (\_\_\_\_) \_\_\_\_\_  
 Pager (\_\_\_\_) \_\_\_\_\_

**b. Formal Contract Communications, Offers and Acceptances**

Salutation (Mr., Ms., etc.) \_\_\_\_\_  
 First, Middle, Last Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Department Name \_\_\_\_\_  
 Address, first line \_\_\_\_\_  
 Address, second line \_\_\_\_\_  
 Address, third line \_\_\_\_\_  
 City, State, Postal Code, Country \_\_\_\_\_  
 E-mail Address \_\_\_\_\_  
 Telephone (\_\_\_\_) \_\_\_\_\_  
 Alternate Telephone (\_\_\_\_) \_\_\_\_\_  
 Fax Number (\_\_\_\_) \_\_\_\_\_  
 Pager (\_\_\_\_) \_\_\_\_\_



### CALIFORNIA GAS TRANSMISSION CREDIT APPLICATION

4. Contact Person/Department by Role (complete all that apply) (Continued)

**c. Billing Communications**

Salutation (Mr., Ms., etc.) \_\_\_\_\_

First, Middle, Last Name \_\_\_\_\_

Title \_\_\_\_\_

Department Name \_\_\_\_\_

Address, first line \_\_\_\_\_

Address, second line \_\_\_\_\_

Address, third line \_\_\_\_\_

City, State, Postal Code, Country \_\_\_\_\_

E-mail Address \_\_\_\_\_

Telephone (\_\_\_\_) \_\_\_\_\_

Alternate Telephone (\_\_\_\_) \_\_\_\_\_

Fax Number (\_\_\_\_) \_\_\_\_\_

Pager (\_\_\_\_) \_\_\_\_\_

**d. Payments**

Salutation (Mr., Ms., etc.) \_\_\_\_\_

First, Middle, Last Name \_\_\_\_\_

Title \_\_\_\_\_

Department Name \_\_\_\_\_

Address, first line \_\_\_\_\_

Address, second line \_\_\_\_\_

Address, third line \_\_\_\_\_

City, State, Postal Code, Country \_\_\_\_\_

E-mail Address \_\_\_\_\_

Telephone (\_\_\_\_) \_\_\_\_\_

Alternate Telephone (\_\_\_\_) \_\_\_\_\_

Fax Number (\_\_\_\_) \_\_\_\_\_

Pager (\_\_\_\_) \_\_\_\_\_

**e. Operating Communications**

Salutation (Mr., Ms., etc.) \_\_\_\_\_

First, Middle, Last Name \_\_\_\_\_

Title \_\_\_\_\_

Department Name \_\_\_\_\_

Address, first line \_\_\_\_\_

Address, second line \_\_\_\_\_

Address, third line \_\_\_\_\_

City, State, Postal Code, Country \_\_\_\_\_

E-mail Address \_\_\_\_\_

Telephone (\_\_\_\_) \_\_\_\_\_

Alternate Telephone (\_\_\_\_) \_\_\_\_\_

Fax Number (\_\_\_\_) \_\_\_\_\_

Pager (\_\_\_\_) \_\_\_\_\_

## CALIFORNIA GAS TRANSMISSION CREDIT APPLICATION

### 5. Representations

<i>Is the applicant:</i>	<b>Yes</b>	<b>No</b>
a. Operating under federal bankruptcy laws?	_____	_____
b. Subject to pending litigation or regulatory proceedings in state or federal courts which could cause a substantial deterioration of Applicant's financial condition?	_____	_____
c. Subject to collection lawsuits or outstanding judgments which could impact solvency?	_____	_____

### 6. Requested Level of Gas Transmission Services

Applicant is interested in purchasing the following maximum monthly dollar amounts of the following gas transmission services from PG&E. This information will be used to determine the applicant's credit line.

Estimated Maximum Monthly Dollar Value of Services to be purchased or received from PG&E or to be billed by CTA:

<b>Transportation</b>	\$ _____
<b>Storage</b>	\$ _____
<b>Park and Lend</b>	\$ _____
<b>Balancing Aggregation</b>	\$ _____
<b>Core Transport</b>	\$ _____
<b>TOTAL:</b>	\$ _____

## CALIFORNIA GAS TRANSMISSION CREDIT APPLICATION

### 7. Please Provide the Following Three Items of Financial Information:

- a. Most Recent Annual Report;
- b. Most Recent U.S. Securities and Exchange Commission (SEC) Form 10-K; or,
  - 1) If SEC Form 10-K is unavailable, please substitute audited annual financial information (including a balance sheet, income statement, and cash flow statement); or,
  - 2) If audited financial information is unavailable, please substitute unaudited financial information (including a balance sheet, income statement, and cash flow statement) accompanied by an attestation by Applicant's Chief Financial Officer that the information submitted by Applicant is true, correct and a fair representation of Applicant's current and foreseeable future financial condition;
- c. Most recent quarterly or monthly financial information (including a balance sheet, income statement, and cash flow statement) accompanied by an attestation by Applicant's Chief Financial Officer that the information submitted is true, correct and a fair representation of Applicant's financial condition.

### 8. Examples of Secured and Unsecured Credit

PG&E will use the information above to determine the Applicant's maximum credit line, either secured or unsecured. PG&E may request the Applicant to provide additional evidence of its creditworthiness, in which event the Applicant may elect to provide one of the following, as specified in gas Rule 25:

- a. Prepayment; or
- b. Cash deposit; or
- c. Letter of credit; or
- d. Surety bond; or
- e. Guarantee, in form and substance satisfactory to PG&E, from Applicant's parent company or other guarantor that satisfies PG&E's credit requirements; or
- f. Such other form of security that PG&E may, at its discretion, deem acceptable.

## CALIFORNIA GAS TRANSMISSION CREDIT APPLICATION

### 9. Certification, Authorization, and Signature

PG&E reserves the right to deny gas transmission services to any Applicant failing to demonstrate creditworthiness.

PG&E will treat all financial statements provided by Applicant in a confidential manner.

Applicant certifies that the information herein is complete and accurate to the best of Applicant's knowledge, information and belief, and that the individual signing below is an authorized Officer of the Customer.

Applicant hereby authorizes PG&E to obtain or exchange any information that may be required relative to this Application from any source, including Applicant's financial and trade references. Applicant also hereby authorizes each source to provide such information.

Legal Name of Applicant (i.e., Company): \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Name (Please Print): \_\_\_\_\_

Title: \_\_\_\_\_

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

### 10. PG&E Internal Use Only

Gas Credit Line: \_\_\_\_\_

Approved By (Signature): \_\_\_\_\_

Name (Please Print): \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

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



**Gas Sample Form No. 79-869**  
Noncore Balancing Aggregation Agreement

**Please Refer to Attached  
Sample Form**

Advice Letter No: 3343-G  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_

# NONCORE BALANCING AGGREGATION AGREEMENT

This Noncore Balancing Aggregation Agreement (NBAA) is made by and between PACIFIC GAS AND ELECTRIC COMPANY (PG&E), a California Corporation, and \_\_\_\_\_ a(n) \_\_\_\_\_ (Balancing Agent). PG&E and Balancing Agent each shall be referred to herein as "Party" and together as "Parties".

## 1. GENERAL

PG&E will provide gas balancing services on an aggregated basis, if appropriate, to Balancing Agent on behalf of Balancing Agent's individual Noncore End-Use Customers (Customer). Customer and Balancing Agent shall execute a separate Exhibit A for each Customer account under this NBAA.

By entering into this NBAA, Balancing Agent accepts responsibility for all applicable balancing, capacity allocation and constraint obligations, rights, penalties and credits pursuant to gas rate Schedule G-BAL, gas Rule 14 and other applicable rules, from the date this NBAA is effective, and for each Customer executing an Exhibit A. Any existing Customer imbalances and/or adjustments to past imbalances will also become the responsibility of the Balancing Agent upon the effective date of the NBAA.

Balancing Agent shall be subject to PG&E's tariffs, as they may change from time to time, and as they apply to Customers' accounts on an aggregated basis. Balancing Agent may act as an agent for other PG&E Customers under separate NBAAs.

The Balancing Agent is authorized by PG&E, and by each Customer executing an Exhibit A to this NBAA, to do any and all things both proper and necessary in receiving balancing services and complying with all obligations for and on the Customer's behalf, including (by way of illustration and not limitation) the purchase, nomination and delivery of gas supplies, accounting, trading and/or cash-outs of gas imbalances, compliance with gas Rule 14 and other rules as applicable, management of gas storage inventories, and all related transactions for each PG&E Customer account as set forth in the attached Exhibit(s) A.

## 2. TERM OF AGREEMENT

This NBAA is effective upon the date that both Parties have executed the Agreement.

## 3. EXHIBITS

Exhibit A--Customer Balancing Agent Service Authorization: To assign to the Balancing Agent all applicable balancing, capacity allocation and constraint obligations, rights, penalties and credits and to authorize the Balancing Agent to act on the Customer's behalf in providing, receiving service, and complying with the terms and conditions thereof pursuant to rate Schedule G-BAL, gas Rule 14 and other rules, as applicable, Customer and Balancing Agent must execute an Exhibit A. If the Customer has multiple accounts under this NBAA, a separate Exhibit A must be executed for each account.

## NONCORE BALANCING AGGREGATION AGREEMENT

**Exhibit B—Customer Termination of Balancing Agent Service Authorization:** A Customer who wishes to terminate any or all Exhibit(s) A under this NBAA and resume on its own behalf all balancing, capacity allocation and constraint obligations, penalties, and credits, must complete an Exhibit B for each Exhibit A and submit it to PG&E, with a copy to the Balancing Agent.

A Customer who wishes to designate a new Balancing Agent must submit an Exhibit B for each Exhibit A under this NBAA to PG&E, with a copy to the Balancing Agent. Customer must submit an Exhibit A for each account under the NBAA with the new Balancing Agent to PG&E, with a copy to the new Balancing Agent. Likewise, for a Balancing Agent to terminate agent service to a Customer, Balancing Agent must submit an Exhibit B for each Exhibit(s) A to PG&E, with a copy to the Customer. The termination of a Balancing Agent shall become effective pursuant to the terms of Exhibit B.

### 4. COMMUNICATIONS AND OPERATIONS CONTACTS

All formal communications pertaining to this NBAA shall be in writing and shall be considered received when delivered by e-mail with read receipt verification, facsimile (if followed in a timely manner by confirming documents), courier, or registered mail, with all postage or charges prepaid, to either Party at the address designated below. Daily Nominations shall be considered as duly delivered when received by facsimile or electronic data interchange. Either Party may, from time to time, change or designate any other name or address for receiving communications upon timely notice by the Party requesting such change.

#### Gas Nominations/OFO/EFO Notifications

Name: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Department: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Telephone No.: \_\_\_\_\_  
 Facsimile No.: \_\_\_\_\_  
 e-mail: \_\_\_\_\_

Pacific Gas and Electric Company  
 Attn: Gas Scheduling  
 P.O. Box 770000, Mail Code B16A  
 San Francisco, CA 94177  
 Telephone No.: (415) 973-2424  
 Facsimile No.: (415) 973-0649  
 e-mail: pgescheduling@pge.com

#### Imbalance Notifications and Trades

Name: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Department: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone No.: \_\_\_\_\_  
 Facsimile No.: \_\_\_\_\_  
 e-mail: \_\_\_\_\_

Pacific Gas and Electric Company  
 Attn: Balancing Coordinator  
 6121 Bollinger Canyon Road  
 Room 4250G  
 San Ramon, CA 94583  
 Telephone No.: (800) 343-4743  
 Facsimile No.: (925) 244-3544  
 e-mail: CGTServicesX@pge.com

### 5. BILLING AND PAYMENT

Balancing Agent shall be responsible for paying PG&E for all charges associated with all services provided to each Customer, or obligations imposed on the Customer, which are the subject of this NBAA. These charges include, but are not limited to, imbalance charges pursuant to rate Schedule G-BAL, and Operational Flow Order (OFO) and Emergency Flow Order (EFO) noncompliance charges or diversion charges pursuant to gas Rule 14. Billing and payment provisions are set forth in gas Rule 25.

## NONCORE BALANCING AGGREGATION AGREEMENT

### 6. CREDITWORTHINESS

The Balancing Agent shall meet creditworthiness requirements as set forth in gas Rule 25 in order to act as Customer's Balancing Agent under this NBAA. Creditworthiness determinations may be adjusted by PG&E when Customers begin or terminate services with Balancing Agent under this NBAA.

### 7. ASSIGNMENT

This NBAA may not be assigned by any Party without the written consent of the other Party. Any successor to, transferee of, or assignee of the rights of a Party, whether by voluntary transfer, judicial sale, foreclosure sale, or otherwise, shall be subject to all terms and conditions of this NBAA to the same extent as though such successor, transferee or assignee were an original Party. Assignment of this NBAA shall not release the assigning Party from any of the obligations under this NBAA prior to assignment, unless such a release, and its terms, are specifically agreed to in writing by the other Party to this NBAA and by the assuming Party.

### 8. FORCE MAJEURE

It is understood and agreed that "force majeure" as used herein shall not include, nor are exclusions limited to, scheduled and routine maintenance and repairs of machinery and lines of pipe, operational flow orders or emergency flow orders in accordance with PG&E gas Rule 14, financial considerations, or the unavailability of upstream or downstream transportation or supply.

In the event Balancing Agent or PG&E is rendered unable, wholly or in part, by force majeure to carry out its obligations under this NBAA, it is agreed that, upon such Party giving notice and reasonably full particulars of such force majeure in writing (or by facsimile or telephone if confirmed in writing within seventy-two (72) hours) to the other Party within five business days of the onset of the force majeure condition, then the obligations of the Party giving such notice, so far as they are affected by such force majeure, shall be suspended during the continuance of the effects of the cause, and the Party subject to such cause shall remedy it so far as possible with all reasonable dispatch; provided, however, that no force majeure shall be cause for delay in the payment for services rendered prior to its inception.

The term "force majeure," as employed herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockage, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, high water, washouts, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, the necessity for making non-routine repairs, non-routine alterations to machinery or lines of pipe, freezing lines of pipe, acts of civil or military authority (including, but not limited to, courts, or administrative or regulatory agencies), and any other cause, whether of the kind herein enumerated or otherwise, not within the control of the Party claiming suspension and which, by the exercise of due diligence, that Party is unable to prevent or overcome.

It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the Party having the difficulty, and the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts when such course is inadvisable in the discretion of the Party having the difficulty.

## NONCORE BALANCING AGGREGATION AGREEMENT

### 9. LIABILITIES AND WAIVERS

With the exception of tariff and rule changes approved by the Public Utilities Commission of the State of California (CPUC), no subsequent waiver, modification or amendment of this NBAA or of any of its provisions shall be of any effect unless in writing and signed by a duly authorized representative of each Party.

This NBAA shall not change the obligations, restrictions or rights contained in other agreements between the Parties unless expressly set forth in this NBAA. The Parties agree that all understandings between them regarding the gas service to be provided under this NBAA are set forth or referenced in this NBAA. No agreements, representations, memoranda, or any other form of communication, written or oral, exchanged before the signing of this NBAA (other than PG&E's tariffs), shall be grounds for altering or interpreting the terms of this NBAA.

The waiver by any Party of any breach of any term, covenant or condition contained in this NBAA, or any default in the performance of any obligations under this NBAA, shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition or obligation. Nor shall any waiver of any incident of breach or default constitute a continuing waiver of the same.

No Party under this NBAA shall be assessed any special, punitive, consequential, incidental, or indirect damages, whether in contract or tort, for any actions or inaction arising from or related to the NBAA.

PG&E shall have no liability to any Customer, or any assignee thereof, for any curtailment or interruption of service or losses of gas pursuant to this NBAA, PG&E's gas rules or rate schedules. The liability of PG&E for any curtailments or interruptions or gas losses otherwise arising out of mistakes, omissions, interruptions, delays, errors or defects in any of the gas services or facilities furnished by PG&E shall in no event exceed an amount equal to any applicable pro rata charges for the period during which the services or facilities are affected by the mistake, omission, interruption, delay, error or defect, and under no circumstances shall PG&E be liable to Customer, or assignee thereof, for consequential, indirect or punitive damages for an interruption or curtailment of service or losses of gas, whether arising in contract, Tort (including negligence), or otherwise; provided, however, that the provisions hereof shall not apply to damages caused by willful misconduct, fraudulent conduct or violations of law.

This NBAA shall be interpreted under the laws of the State of California. This NBAA and the obligations of the Parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this NBAA (or the successors of those authorities).

PG&E retains the right to terminate immediately the offering or furnishing of any services hereunder if the continued performance of such services could reasonably be determined to jeopardize continuance of PG&E's Hinshaw Exemption pursuant to Section 1 (c) of the Natural Gas Act.

## NONCORE BALANCING AGGREGATION AGREEMENT

### BALANCING AGENT

### PACIFIC GAS AND ELECTRIC COMPANY

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name of Authorized Representative)

\_\_\_\_\_  
(Print Name of Authorized Representative)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

Incorporated Attachments: Exhibit(s) A, B  
Illustrative Attachments: Gas Rate Schedule G-BAL  
Gas Rules 14, 25



**Gas Sample Form No. 79-869A**  
Noncore Balancing Aggregation Agreement (T)  
EXHIBIT A - Customer Balancing Agent Service Authorization (T)

**Please Refer to Attached  
Sample Form**

Advice Letter No: 3343-G  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_

# **NONCORE BALANCING AGGREGATION AGREEMENT**

## **EXHIBIT A**

### **CUSTOMER BALANCING AGENT SERVICE AUTHORIZATION**

1. Customer requests gas balancing services from Pacific Gas and Electric Company (PG&E) and authorizes the Party listed below to act as Customer's Balancing Agent for the purpose of acting on behalf of Customer in complying with all applicable PG&E tariffs, and administering, managing, and complying with all applicable balancing, capacity allocation and constraint obligations, rights, noncompliance charges, cash-out payments, and credits related to Customer's PG&E account as specified in this Exhibit A.
2. This Exhibit A, when executed, appoints the Balancing Agent to act on Customer's behalf, and is attached to and made part of the Noncore Balancing Aggregation Agreement (NBAA) executed by Balancing Agent and PG&E. This Exhibit A shall apply the provisions of the NBAA to Customer's account, in aggregation with other Customers for whom Balancing Agent acts under this NBAA.
3. This Exhibit A shall be effective the first calendar day of the month following receipt by PG&E unless a later date beginning on the first calendar day of the month is specified herein. This Exhibit A will continue on a month-to-month basis unless canceled by PG&E as specified in gas Rule 25, or until the effective date of an Exhibit B to the NBAA, submitted to PG&E and executed by Customer or Balancing Agent.
4. Communications will be sent to the addresses listed under the Communications section of the NBAA. The addresses listed in the NBAA do not replace the current billing address on the Customer's PG&E account.
5. Under this Exhibit and NBAA, the Customer authorizes PG&E to release to Balancing Agent by written or electronic transfer, the current and historical gas usage information for PG&E accounts referenced in this Exhibit. The Customer agrees to release, hold harmless, and indemnify PG&E from any liability, claims, demands, causes of action, damages, or expenses resulting from any unauthorized use of this information.
6. The Customer requests that Balancing Agent provide services on behalf of Customer for the following PG&E gas account pursuant to the NBAA. Customer acknowledges that Balancing Agent may also provide such services for other Customers under separate NBAAs.
7. To terminate this Exhibit A, an Exhibit B must be executed and submitted to PG&E by either, but not necessarily both, the Customer or Balancing Agent. Customer and Balancing Agent agree that upon termination of this Exhibit A, they shall be responsible for resolving between themselves any outstanding disputes related to the service and obligations set forth or referenced in the Exhibit A and the NBAA. Once termination is effective, the Customer shall assume all responsibility for all service and for all obligations arising under gas rate Schedule G-BAL, gas Rule 14, and other applicable PG&E gas tariffs.



**NONCORE BALANCING AGGREGATION AGREEMENT**  
**EXHIBIT A**  
**CUSTOMER BALANCING AGENT SERVICE AUTHORIZATION**

This Exhibit A shall be effective the first calendar day of \_\_\_\_\_ (Month/Year)

**CUSTOMER**

Customer Name: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Transportation ID Number: \_\_\_\_\_

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

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

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

**BALANCING AGENT**

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

Marketer ID: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

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

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

**Please return this authorization to PG&E via the facsimile number or e-mail listed below:**

Attention: California Gas Transmission, Contract Administration

Fax Number: (925) 244-3544

e-mail: CGTServicesX@pge.com



**Gas Sample Form No. 79-869B**  
Noncore Balancing Aggregation Agreement (T)  
EXHIBIT B - Termination of Balancing Agent Service Authorization (T)

**Please Refer to Attached  
Sample Form**

Advice Letter No: 3343-G  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_

# NONCORE BALANCING AGGREGATION AGREEMENT

## EXHIBIT B

### TERMINATION OF BALANCING AGENT SERVICE AUTHORIZATION

1. This Exhibit B directs Pacific Gas and Electric Company (PG&E) to terminate Balancing Agent's services under this NBAA for the Customer's PG&E account as specified below; and to terminate the NBAA Exhibit A specified herein as executed by the Customer and its Balancing Agent; and to no longer recognize Balancing Agent as acting for the Customer's corresponding Exhibit A account under Balancing Agent's NBAA.
2. This Exhibit B shall be effective the first calendar day of the month following receipt by PG&E unless a later date beginning on the first calendar day of the month is specified herein.
3. To be effective, this Exhibit B may be signed either by an authorized representative of Customer or Balancing Agent, but must be signed by one of such Parties, and submitted to PG&E.
4. The Party executing this Exhibit B is responsible for sending a copy to the other Party of the related Exhibit A. Customer and Balancing Agent shall be responsible for resolving between themselves any outstanding disputes related to termination, and the service and obligations set forth or referenced in the NBAA and Exhibit A. After the termination requested herein becomes effective, Customer assumes responsibility for all balancing, capacity allocation and constraint penalties and credits, unless Customer simultaneously submits an Exhibit A designating a new Balancing Agent for this account.
5. Customer and/or Balancing Agent hereby requests that the following PG&E gas account terminate NBAA services under the applicable Exhibit A.

**Customer and/or Balancing Agent submitting this Exhibit B requests that Customer be removed from Balancing Agent's NBAA \_\_\_\_\_ (Marketer ID) on the last calendar day of \_\_\_\_\_ (Month/Year).**

Customer Name: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Transportation ID Number: \_\_\_\_\_

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

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

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

**Please return this authorization to PG&E via the facsimile number or e-mail listed below:**

Attention: California Gas Transmission, Contract Administration  
Fax Number: (925) 244-3544  
e-mail: CGTServicesX@pge.com



**Gas Sample Form No. 79-875**

Application and Agreement for Electric and/or Natural Gas Facilities Where Full Advance Payment is Required (T)  
 Rule 13 - Temporary Service (T)

**Please Refer to Attached**  
 Sample Form

Advice Letter No: 3343-G  
 Decision No. 11-05-018

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

Date Filed November 15, 2012  
 Effective November 15, 2012  
 Resolution No. \_\_\_\_\_



DISTRIBUTION

Customer (Original)

Division

\_\_\_\_\_

\_\_\_\_\_

REFERENCE

Premises#: \_\_\_\_\_

CDx/Acct#: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## APPLICATION AND AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS FACILITIES WHERE FULL ADVANCE PAYMENT IS REQUIRED Rule 13 - Temporary Service

**To Pacific Gas and Electric Company:**

The undersigned Applicant hereby requests you to deliver  electric energy and/or  natural gas to and for the equipment hereinafter described, at the location shown on Exhibit A, in accordance with the applicable rates and rules of PG&E.

In consideration of PG&E's acceptance of this application and the installation of facilities to supply temporary electric and/or natural gas service, Applicant hereby agrees to the following:

1. PG&E has made available for inspection its applicable rates and rules. Applicant agrees to comply therewith, and with any changes or modifications thereof which may be authorized from time to time by the Public Utilities Commission of the State of California
2. Applicant's attention has been directed to the rate schedules applicable to the service herein described, and Applicant has elected to take and pay for service under Schedule \_\_\_\_\_ for a maximum period of \_\_\_\_\_ months. As specified in this schedule, Applicant elects the following optional provisions:
3. Applicant agrees to pay, in advance to PG&E, prior to the installation thereof, the estimated cost installed plus the estimated cost of removal, less the estimated salvage of the facilities installed to provide the service herein applied for, which cost is agreed to be the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).
4. The amount of refund upon reclassification of Applicant's facilities from temporary to permanent will be made on the basis of the extension and/or service rule in effect at the time temporary service is reclassified to permanent. No interest shall be paid on any amount advanced.
5. Applicant hereby grants to PG&E a right-of-way for any electric and/or natural gas lines which it may be necessary to build in, on, under or over Applicant's premise for the purpose of making delivery hereunder. Where Applicant requests facilities which are in addition to, or in substitution for, the standard facilities which PG&E normally would install, the extra cost thereof shall be paid by Applicant under the provisions of PG&E's Gas or Electric Rule 2.
6. In the event Applicant, prior to reclassification, materially increases or decreases his electric service and/or natural gas requirements from those installed hereunder and a change is made in PG&E's facilities, settlement shall be made for the installation and removal cost of the facilities removed. A new temporary service agreement shall be entered into providing for the modified service required by Applicant.
7. This contract shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California as said Commission may, from time to time, direct in the exercise of its jurisdiction.



**APPLICATION AND AGREEMENT FOR  
ELECTRIC AND/OR NATURAL GAS FACILITIES  
WHERE FULL ADVANCE PAYMENT IS REQUIRED  
Rule 13 - Temporary Service**

ELECTRIC EQUIPMENT TO BE SERVED	PHASE	K.V.A.	K.W.	H.P.
LIGHTING				
POWER				

Electric Service Voltage \_\_\_\_\_Volts    Electric Load\_\_\_\_\_kW                      Est. Max.

Demand\_\_\_\_\_kW

Electric Main Service Rating \_\_\_\_\_amperes

**Natural Gas Load:**

Gas Load            \_\_\_\_\_Btu/hr.

Gas Delivery Pressure \_\_\_\_\_psia

Print Customer Name: \_\_\_\_\_

Title (if applicable): \_\_\_\_\_

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



**Gas Sample Form No. 79-941**  
Nomination Authorization Form

**Please Refer to Attached  
Sample Form**

Advice Letter No: 3343-G  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



## NOMINATION AUTHORIZATION FORM

Please return via Fax: (925) 244-3544 or e-mail: CGTServicesX@pge.com

Customer Name: \_\_\_\_\_

Customer #: \_\_\_\_\_

Customer Exhibit #: \_\_\_\_\_

The above-named Customer authorizes the following party to make nominations, pursuant to PG&E's gas Rule 21, utilizing Customer's Gas Transmission Service Agreement (GTSA) and Exhibit thereto as referenced above.

Authorized Party: \_\_\_\_\_

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

Contact Telephone Number: \_\_\_\_\_

DUNS Number: \_\_\_\_\_

This authorization is effective beginning \_\_\_\_\_ through \_\_\_\_\_.

Nominations placed by Customer and Authorized Party in total shall not exceed the GTSA/Exhibit's Maximum Daily Quantity (MDQ) on any day this authorization is in effect. Customer shall remain responsible for payment for all services contracted for under the referenced GTSA/Exhibit, and for compliance with all terms, conditions and obligations of the GTSA, applicable rate schedules, and PG&E gas rules, regardless of whether the Customer or the within-named party is placing nominations for those services.

Customer expressly agrees to indemnify and hold PG&E harmless for any damages, losses, judgments or expenses to PG&E, or claims against PG&E asserted by others, including expenses and attorneys' fees in defending or settling such claims, arising out of any acts or omissions by the within-named party and arising out of this Authorization, directly or indirectly, which violate or are not in compliance with PG&E's gas rules, applicable rate schedules and contracts, or sound gas industry standards and practices.

Customer: \_\_\_\_\_

Name of Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



**Gas Sample Form No. 79-944**  
California Production Balancing Agreement

**Please Refer to Attached  
Sample Form**

Advice Letter No: 3343-G  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



# CALIFORNIA PRODUCTION BALANCING AGREEMENT

Contract No. \_\_\_\_\_

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

This California Production Balancing Agreement (CPBA) is made by and between Pacific Gas and Electric Company (PG&E), a California corporation, and \_\_\_\_\_ hereafter referred to as Authorized Agent (AA), a(n) \_\_\_\_\_. PG&E and the AA are each also referred to herein as "Party" and together as "Parties".

## PURPOSE

This CPBA establishes the terms and conditions for the resolution of imbalances on PG&E's gas transportation system (the PG&E System) caused by volumes of gas, delivered into the PG&E System from California production wells, which volumes exceed or are insufficient to match the nominations made for the deliveries into the PG&E System.

The AA requests that PG&E recognize (1) the AA's authority to represent and act on behalf of the parties (party) who own(s) or control(s) gas produced from certain California production wells (Producer(s)) and who deliver that gas into the PG&E System, for transportation, at the point(s) of interconnection where gas is measured before delivery into the PG&E System (Receipt Point(s)), which is (are) specified in Attachment 2 "Receipt Point(s)" (Attachment 2); and (2) that the AA has been duly appointed to act as agent for the Producer(s) pursuant to Attachment 1 "Appointment of Authorized Agent" (Attachment 1).

This CPBA is not intended to be an agreement for transportation services. PG&E provides transportation services pursuant to applicable rules, schedules, tariffs, and agreements.

This CPBA does not apply to gas volumes delivered at the Receipt Point(s) specified in Attachment 2 for procurement by PG&E under a traditional procurement contract executed prior to December, 1989, and such deliveries shall not be included in the Cumulative Imbalance calculation applicable to gas nominated by the AA under this CPBA.

## AGREEMENT

The Parties intending to be legally bound agree as follows:

## REPRESENTATIONS

By entering into this CPBA, the AA accepts the obligations of the AA hereunder. The AA represents that (1) the AA is the exclusive agent for one or more Producer(s), who are supplying gas to the Receipt Point(s) listed in Attachment 2 of this CPBA, for the purpose of nominating volumes of that gas for transport by PG&E under PG&E's standard nomination procedures; balancing those nominations against actual deliveries at the Receipt Point(s); allocating, prorating and handling administrative matters concerning Receipt Point(s); giving and receiving payments, notices and requests; and taking such action and exercising such powers as agent on behalf of the Producer(s) as set forth in Attachment 1; and (2) the AA is duly authorized and has all necessary legal rights and powers to enter into this CPBA and to perform all of the obligations of the AA set forth herein, to grant to PG&E the rights set forth herein, and to bind the Producer(s) to all obligations, acts and omissions of the AA under this CPBA; and (3) the AA will comply with all of the obligations set forth in this CPBA, notwithstanding any agency relationship between the AA and the Producer(s) or other third party.

# CALIFORNIA PRODUCTION BALANCING AGREEMENT

## WARRANTIES

The AA represents and warrants that (1) it has the right and is duly authorized to nominate all gas delivered to PG&E at the Receipt Point(s); (2) it has or can transfer good title to such gas, and all such gas is delivered free from all liens, encumbrances and adverse claims of any kind; (3) it will comply with all federal, state and local reporting requirements and other applicable laws or regulations; and (4) PG&E may conclusively rely upon any and all nominations made and information provided by the AA hereunder as correct.

## TARIFFS

The Parties agree to abide by the applicable sections of PG&E's tariffs as they may change from time to time, as well as the terms and conditions stated in this CPBA and its Attachments. Such tariffs include but are not limited to the Operational Flow Order (OFO) and Emergency Flow Order (EFO) provisions of gas Rule 14.

## TERM OF AGREEMENT

This CPBA will become effective as of the effective service date of \_\_\_\_\_ and will remain in effect until terminated by the AA or PG&E pursuant to this CPBA.

## ATTACHMENTS

Attachments, as listed below, are hereby made a part of this CPBA and specify terms and conditions under which PG&E will recognize the authority of the AA and the Receipt Point(s) for which the AA is responsible.

- (1) Appointment of Authorized Agent (Attachment 1). Appoints the exclusive agent of the Producer(s) for all purposes stated in this CPBA including, without limitation, all applicable nominating, balancing, paying, allocating, prorating, and other administrative matters with respect to the gas to be delivered at the Receipt Point(s) specified in Attachment 2 of this CPBA.
- (2) Receipt Point(s) (Attachment 2). Lists the Receipt Point(s), and their maximum daily production cap(s), for which the AA will be responsible.
- (3) Communications and Operations Contact (Attachment 3). Specifies the notice requirements applicable to this CPBA.

## NOMINATIONS AND SCHEDULED DELIVERIES

The AA shall place nominations with PG&E for transportation of gas from each Receipt Point consistent with PG&E's nomination procedures. PG&E shall process nominations in accordance with PG&E's normal scheduling procedures and communicate the resulting confirmed nominations to the AA pursuant to Attachment 3.

The AA shall verify with the well operator that the confirmed nomination quantity of gas shall be delivered to each Receipt Point each day for which the gas is nominated. If the delivered quantity is estimated to be less than the confirmed nomination, the AA shall provide PG&E with an estimate of the delivered quantity. This estimated quantity, which may not exceed the volume of gas already confirmed by PG&E, shall become the volume of gas scheduled for delivery and shall be communicated by PG&E to the AA, by facsimile or other electronic means, on the day the gas is transported.

PG&E, in its sole discretion, may review the maximum daily production cap volume(s) for the Receipt Point(s) specified on Attachment 2, and may reduce such volume(s) to better match actual delivered volume(s) into the PG&E System. PG&E may also revise a maximum daily production cap upward, if the AA provides PG&E with recent well test documentation for increased production to be delivered to a Receipt Point.

# CALIFORNIA PRODUCTION BALANCING AGREEMENT

## REFUSAL OF GAS

PG&E, in its sole judgment, shall have the right, without incurring any liability to the AA or to the Producer(s), to refuse acceptance of gas at the Receipt Point(s) when:

- (a) the AA fails to comply with a provision of this CPBA, becomes insolvent or subject to a bankruptcy proceeding, or fails to establish creditworthiness if requested by PG&E; or
- (b) any agreement required by PG&E in connection with the transportation of gas on PG&E's System has not been executed, has been terminated, or has expired; or
- (c) PG&E deems it necessary, or desirable to curtail acceptance of the gas in order to operate, preserve, or protect the integrity and safety of PG&E's gas system including, without limitation, gas quality, gas supply, and/or gas system facilities. PG&E shall use reasonable efforts to give the AA advance notice of any such curtailment.

## ADDING POINTS OF RECEIPT TO THE CPBA

The AA shall notify PG&E in writing of any Receipt Point(s) to be added to or deleted from Attachment 2. Changes will take effect on the first day of the month following PG&E's receipt of a written notification from the AA of an addition or deletion of a Receipt Point if received by PG&E no later than ten (10) business days prior to the first day of the month in which the change is to take effect. The AA shall not nominate or deliver gas to an added Receipt Point until PG&E notifies the AA that the Receipt Point is included in Attachment 2 by written amendment.

## CALCULATING IMBALANCES

At the end of each month, PG&E shall calculate the difference between the actual delivery and the scheduled delivery at each Receipt Point listed on Attachment 2. The total net difference for all Receipt Points, plus any uncleared prior imbalance allowed under the provisions of this CPBA, shall be the "Cumulative Imbalance", which shall be maintained in a "Cumulative Imbalance Account" until cleared under the provisions of this CPBA.

Actual deliveries greater than the scheduled deliveries for all Receipt Point(s) shall be a positive Cumulative Imbalance. Actual deliveries less than the scheduled deliveries for all Receipt Point(s) shall be a negative Cumulative Imbalance. PG&E shall issue a "Cumulative Imbalance Statement" no later than the 15th day of the first month subsequent to the month in which the Cumulative Imbalance occurred.

## TOLERANCE BAND

The Tolerance Band is equal to plus or minus 150 decatherms of the Cumulative Imbalance for the month in which the imbalance occurred.

## CLEARING IMBALANCES

A Cumulative Imbalance may be cleared by nominating to or from the AA's Cumulative Imbalance Account or by trading the Cumulative Imbalance.

- (1) Cumulative Imbalance Account Nominations: Following issuance of the Cumulative Imbalance Statement, the AA may clear a negative Cumulative Imbalance by nominating, consistent with PG&E's nominating procedures, In-Kind (an equivalent amount of gas from the Receipt Point(s) listed on Attachment 2) to the Cumulative Imbalance Account; or the AA may clear a positive Cumulative Imbalance by nominating from the Cumulative Imbalance Account to a Delivery Point, on or before the closing date for trading imbalances as described below.
- (2) Trading Imbalances: Following issuance of the Cumulative Imbalance Statement, the AA may trade its Cumulative Imbalance with another AA under a CPBA that has a Cumulative

# CALIFORNIA PRODUCTION BALANCING AGREEMENT

Imbalance from the same calendar month. Any imbalance trade shall move the trading party's Cumulative Imbalance toward zero or result in an imbalance that is within the Tolerance Band. The AA may trade all or a portion of its Cumulative Imbalance by executing an imbalance trade on or before the last business day of the first month subsequent to the month in which the Cumulative Imbalance occurred. Executing an imbalance trade consists of both parties to the trade completing a California Production Cumulative Imbalance Trading Form (No. 79-946) or electronic equivalent, and submitting the form to PG&E.

## REMAINING IMBALANCES

After the imbalance trading deadline, a remaining Cumulative Imbalance within the Tolerance Band will be carried forward to the following month's Cumulative Imbalance. A remaining Cumulative Imbalance greater than the Tolerance Band will be automatically cashed out in its entirety, resulting in a zero imbalance.

## CASHOUT

The Commodity cashout prices for each month are established for the following four (4) imbalance categories: Over-deliveries and under-deliveries in the imbalance range of greater than zero (0) percent and less than or equal to ten (10) percent of actual deliveries (Tier I Cashout), plus over-deliveries and under-deliveries in the imbalance range of greater than ten (10) percent of actual deliveries (Tier II Cashout).

Each cashout price is based on a two step calculation: First a cashout index is determined based on an average of the published price date from Natural Gas Intelligence (NGI) and the BTU Daily Gas Wire for the PG&E interconnect points of Malin (Line 400) and Topock (Southern California Border). Second, that index is adjusted to arrive at the cashout price for that imbalance category.

### Imbalances greater than zero (0) percent and less than or equal to ten (10) percent of actual deliveries (Tier I Cashout):

- 1) Over-deliveries
  - a) The Weighted Over Delivery (WOD) Index equals the lower of the Bid Week monthly index price or the average of the five (5) lowest average published daily prices, weighted by the supply mix of all gas received at Malin and Topock for on-system End-Use Customers during the month in which the imbalance occurred.
  - b) The cashout price equals ninety five (95) percent of tire WOD Index.
- 2) Under-deliveries:
  - a) The Weighted Under Delivery (WUD) Index equals the higher of the Bid Week monthly index price or the average of the five highest average published daily prices, weighted by the supply mix of all gas received at Malin and Topock for on-system End-Use Customers during the month in which the imbalance occurred.
  - b) The cashout price equals one hundred five (105) percent of the WUD Index.

### Imbalances Greater than 10% of Actual Deliveries (Tier II Cashout):

- 1) Over-deliveries:
  - a) The Over Delivery (OD) Index equals the lowest average published daily price at either Malin or Topock.
  - c) The cashout price equals fifty (50) percent of the OD Index.
- 2) Under-deliveries:
  - a) The Under Delivery (UD) Index is defined as the highest average published daily price at either Malin or Topock.

# CALIFORNIA PRODUCTION BALANCING AGREEMENT

b) The cashout price equals one hundred fifty (150) percent of the UD Index.

If no published daily price is reported on a given day, the prior published daily price from that index service will continue to apply for that day. If an index service is no longer available, PG&E reserves the right to choose another nationally recognized index to replace it.

## PAYMENTS

The AA shall pay PG&E for all charges associated with balancing service on behalf of the Producer(s) supplying gas to any Receipt Point. Details for payment are provided in PG&E's tariffs. All payments shall be made by wire transfer or check to the address for "Payments" set forth in Attachment 3.

## DISPUTED CASHOUT STATEMENTS

In the event of a dispute as to the amount of a cashout, OFO or EFO Noncompliance Charge under this CPBA, payment shall nonetheless be made in a timely manner as specified in PG&E's tariffs. Such payment shall not be deemed to be a waiver of any rights to recoup any amounts in dispute, if a written statement setting forth the nature of the dispute is sent along with payment to the PG&E Notifications address in Attachment 3. Any rights to recoup such amounts may be treated as waived if said written statement is not sent within 6 months of the date of the cashout, OFO or EFO Noncompliance Charge statement. If the cashout statement is determined to be incorrect after PG&E is notified hereunder, PG&E will issue a corrected statement. Neither PG&E nor the AA shall be obligated to pay interest on a corrected cashout statement.

## ADJUSTMENTS

If an error is discovered in a Cumulative Imbalance Statement, cashout statement, or OFO or EFO Noncompliance Charge statement, then an appropriate correction shall be made by PG&E. Claims for errors by either Party shall be made promptly to the other Party, but in no event more than six (6) months after the month in which the statement was issued. Notwithstanding the provisions of this paragraph, any adjustment resulting from the orders, rules, or regulations issued by any governmental agency having jurisdiction shall be made promptly by the appropriate Party, regardless of the six-(6) month time limitation stated in this Paragraph,

Each Party shall have the right, during normal business hours, to receive copies of the records of the other Party, to the extent necessary to verify the accuracy of any statement, charge, computation, payment, refund, or demand, made under this CPBA.

## CREDITWORTHINESS

If the AA fails to pay two (2) cashout amounts by the due date for payment within a twelve (12) month period, PG&E shall have the right to require the AA to establish creditworthiness pursuant to PG&E's tariff.

## SUCCESSION

The AA acknowledges and agrees that the Producer(s) may appoint a successor AA from time to time, by mailing to PG&E an "Appointment of Authorized Agent" executed by the majority of Producer(s) pursuant to Attachment 1 to this CPBA. The effective date of such a succession of an AA shall be the first day of the month following the date on which PG&E confirms in writing its receipt of the new Appointment of Authorized Agent (Attachment 1). A succession of the AA, or an assignment or termination of this CPBA by either Party, shall not release the AA from any of its obligations or liabilities for costs, payments, and damages, due or incurred prior to the effective date of the succession, assignment or termination, or resulting from acts or omissions of the AA which occurred prior to that date. Payment of amounts that the previous AA owes PG&E as of such effective date shall be made no later than fifteen (15) days thereafter.

# CALIFORNIA PRODUCTION BALANCING AGREEMENT

## ASSIGNMENT

The respective rights or obligations under this CPBA shall not be assigned or delegated by either Party without the written consent of the other Party; provided, however, that only a notice is required if an assignment of PG&E's rights is made concurrently with a delegation of PG&E's obligations hereunder to a parent or affiliate of PG&E, or to an entity acquiring the business properties or the portion of PG&E's gathering system where the Receipt Point(s) specified in Attachment 2 is/are located. Any successor to or assignee of the rights of a Party, whether by voluntary transfer, judicial sale, foreclosure sale, or otherwise, shall be subject to and bound by all terms and conditions of this CPBA to the same extent as though such successor or assignee were an original Party. An assignment or delegation of rights or obligations under this CPBA which is not in conformance with the provisions of this paragraph shall be null and void.

## TERMINATION

Either Party may terminate this CPBA upon thirty (30) days written notice, or immediately upon notice if: (1) the other Party is in breach of this CPBA; or (2) the California Public Utilities Commission (CPUC) or the Federal Energy Regulatory Commission (FERC) at any time asserts regulation that may prevent PG&E from complying with this CPBA. Upon termination of this CPBA, PG&E shall have the right to refuse nominations for deliveries of gas into the PG&E System.

## INDEMNIFICATION

The AA shall indemnify and hold PG&E harmless from and against all losses, costs, damages, claims and liabilities, resulting from a breach of any of the representations or warranties set forth in this CPBA, and from and against any payments received from or owed to PG&E by the AA with respect to any gas nominated or delivered by the AA at the Receipt Point(s). The provisions of this paragraph shall survive the termination of this CPBA by either Party or the appointment of a successor AA, notwithstanding any other provision of this CPBA.

## MISCELLANEOUS

With the exception of Commission-approved tariff and rule changes, no subsequent waiver, modification or amendment of this CPBA or of any of its provisions shall be of any effect unless in writing and signed by a duly authorized representative of each Party.

This CPBA does not change the obligations, restrictions or rights contained in other agreements between the Parties unless expressly indicated in this CPBA.

The waiver by either Party of any breach of any term, covenant or condition contained in this CPBA, or any default in the performance of any obligations under this CPBA, shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition or obligation. Nor shall any waiver of any incident of breach or default constitute a continuing waiver of the same.

Neither Party shall be liable for any special, punitive, consequential, incidental, or indirect damages, whether arising in contract, tort, including negligence or otherwise, related to this CPBA.

This CPBA shall be interpreted under the laws of the State Of California.

This CPBA and the obligations of the Parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this CPBA (or the successors of those authorities).

PG&E shall have the right to terminate this CPBA immediately if the continued performance of this CPBA or of related services could reasonably be determined to jeopardize continuance of PG&E's Hinshaw Exemptions pursuant to Section 1 (c) of the Natural Gas Act.

# CALIFORNIA PRODUCTION BALANCING AGREEMENT

**Pacific Gas and Electric Company**

**Authorized Agent**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Attachments:

- Attachment 1: "Appointment of Authorized Agent"
- Attachment 2: "Receipt Point"
- Attachment 3: "Communication and Operation Contact"
- Gas Rule 14



# CALIFORNIA PRODUCTION BALANCING AGREEMENT

## ATTACHMENT 1 APPOINTMENT OF AUTHORIZED AGENT

Contract No. \_\_\_\_\_

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

### PURPOSE OF THIS DOCUMENT

The parties (party) who own(s) or control(s) gas produced from certain California production wells (Producer(s)) and who delivers that gas into the Pacific Gas and Electric Company (PG&E) system (the PG&E System) for transport by PG&E, at the point(s) of interconnection where gas is measured before delivery into the PG&E System (Receipt Point(s)), wishes/wish to appoint an Authorized Agent (AA), of the Producer(s), to enter into a California Production Balancing Agreement (CPBA) with PG&E, and to act for and on behalf of the Producer(s) as its/their managing agent in matters relating to the delivery of gas into the PG&E System at certain Receipt Point(s).

### AGENCY AUTHORIZATION

Each Producer who executes this document on behalf of itself and of its successors and assignees hereby appoint(s) and authorize(s) \_\_\_\_\_ to act as its exclusive agent, for all purposes stated in the CPBA with respect to the gas to be delivered at the Receipt Point(s) specified in Attachment 2 of the CPBA. The powers and authority to act for the Producer delegated to the AA hereunder shall include without limitation:

- (a) execution and performance of the CPBA and all other agreements and documents as may be necessary or desirable for purposes of or in connection with gas deliveries to the PG&E System for transportation and the administration thereof, including nominating volumes of gas under PG&E's standard nomination procedures; and
- (b) balancing, allocating and prorating the Producer's share of gas; and
- (c) any other act or function required to perform the obligations of the AA or the Producer set forth in the CPBA.

The aforesaid appointment and delegation of authority shall be irrevocable except as stated in the paragraph "APPOINTMENT OF SUCCESSOR AA" below.

### REPRESENTATIONS AND OBLIGATIONS OF PRODUCER(S) TO PO&E

To the extent that obligations assumed by the AA pursuant to this document or the CPBA, or any other agreements of or executed by the AA in connection with the CPBA, are part of an existing contract between the Producer(s) and PG&E, the Producer(s) shall continue to be liable to PG&E for the performance of such obligations, and nothing contained in this document or the CPBA shall release the Producer(s) from its/their obligations under any contracts with PG&E.

Notwithstanding any other provision contained in this document, the Producer(s) agrees/agree that where an obligation, promise, responsibility, commitment, risk, liability, warranty, or representation of the AA is stated in the CPBA; the term "AA" shall mean the AA and the Producer(s) jointly.

Each of the undersigned Producers represents to PG&E that it has read and understood all of the provisions contained in the CPBA which is incorporated herein by this reference and agrees to be bound thereby.

# CALIFORNIA PRODUCTION BALANCING AGREEMENT

## ATTACHMENT 1 - APPOINTMENT OF AUTHORIZED AGENT

The Producer(s) specifically authorizes PG&E to rely on the AA for nominations and allocations related to transport of gas by PG&E, and for all other purposes in connection with the CPBA, and to conclusively rely upon any and all information provided by the AA under the CPBA as correct. The Producer(s) will indemnify PG&E and hold it harmless, against all claims, suits, actions, liabilities, debts, accounts, damages, costs, losses and expenses, including attorney's fees, arising from or out of: PG&E's reliance upon or use of nominations or other information provided by the AA; any acts, omissions, performance or failure to perform of the AA under the CPBA or other agreements; any failure to comply with any federal, state or local reporting requirement or other laws or regulations; or the breach of any warranty or representation stated in the CPBA or herein.

### PG&E'S RIGHT TO REFUSE ACCEPTANCE OF GAS

The Producer(s) agree(s) that PG&E, in its sole judgment, shall have the right, without incurring any liability to the Producer(s) to refuse acceptance of gas for transportation at the Receipt Point(s) when:

- (a) the AA fails to comply with a provision of the CPBA, becomes insolvent or subject to a bankruptcy proceeding, or fails to establish creditworthiness if requested by PG&E; or
- (b) any agreement required by PG&E in connection with the transportation of gas on PG&E's gas system has not been executed, has been terminated, or has expired; or
- (c) PG&E deems it necessary or desirable to curtail acceptance of the gas in order to operate, preserve, or protect the integrity and safety of PG&E's gas system including but not limited to, gas quality, gas supply, and/or gas system facilities. PG&E shall use reasonable efforts to give the AA advance notice of any curtailment.

In the event of any of the occurrences enumerated in items (a) through (c) above or in the event that at any given time there is no AA appointed and accepted pursuant to the conditions hereof, the Producer(s) shall, upon five (5) days' notice by PG&E, disconnect the flow into PG&E's gas system of all gas intended for transportation. In the event of such a notice, all gas flow into PG&E's gas system (through the Receipt Point(s) following the five (5) day period shall be deemed to be delivered to PG&E at the applicable Cash-Out price.

### DAMAGES

The Producer who executes this document agrees on behalf of itself and of its successors and assignees that PG&E shall not be liable to the Producer or to its successors or assignees for any special, indirect, incidental or consequential damages arising out of or in connection with the CPBA or this Appointment of Authorized Agent, whether based in contract, tort (including negligence) or otherwise.

### SUPERSEDING DOCUMENT

This document supersedes any previous appointment by the Producer(s) of an agent, for the purposes set forth herein or in the CPBA, and shall not be modified except by a written notice to PG&E, as described in the paragraph "APPOINTMENT OF SUCCESSOR AUTHORIZED AGENT" below, executed by the majority of the Producer(s) signatories to this Agreement. This document shall be binding on all successors and assigns of the interest(s) of the Producer(s) in the gas well(s) associated with the Receipt Point(s) listed in Attachment 2 of the CPBA.

### APPOINTMENT OF SUCCESSOR AUTHORIZED AGENT

The Producer(s) may appoint a successor AA from time to time, by mailing to PG&E an Appointment of Authorized Agent (in the form of this document) executed by the majority of the Producers which are signatories to this document. The Producer(s) agrees to be bound by any such majority appointment of a successor AA, regardless of whether each Producer supports the

# CALIFORNIA PRODUCTION BALANCING AGREEMENT

## ATTACHMENT 1 - APPOINTMENT OF AUTHORIZED AGENT

change of AA. Each Producer signatory to this Agreement hereby appoints the other Producer signatories to this Agreement as the Producer's agent with authority to appoint a successor AA by majority vote to act on behalf of the Producers as set forth in this document and in the CPBA. Each Producer agrees to be bound by such an appointment, if the majority of the other Producer signatories to this Agreement appoint a successor AA pursuant to these provisions. Such change (succession) shall not be effective until the newly appointed AA: (1) signed the new Appointment of Authorized Agent, whereby the new AA assumes all of the obligations of the AA set forth therein; and (2) has been approved by PG&E, which approval shall not be unreasonably withheld. When all of the aforesaid conditions have been met, the new (successor) AA shall succeed to and become vested with all the rights and obligations of the retiring AA.

### ASSIGNMENT

The rights and obligations of a Producer under this Appointment of Authorized Agent may be assigned and delegated concurrently to a successor to the rights of the Producer in the gas delivered at the Receipt Point(s) set forth in Attachment 2 of the CPBA, provided that the assignment and delegation shall not become effective until PG&E has received from the Producer's successor a written acceptance of all of the obligations of the assignor Producer; and provided further that such an assignment and delegation shall not release the assignor Producer from its obligations under this Appointment of Authorized Agent, the CPBA, or any other agreements to which the assignor Producer and PG&E are parties, to the extent that the assignee Producer fails to perform such obligations. PG&E may assign its rights under this document to a parent or affiliate of PG&E or an entity acquiring the portion of PG&E's gathering system where the Receipt Point(s) specified in Attachment 2 are located.

### THIRD PARTY BENEFICIARY

PG&E shall be a third party beneficiary of this Appointment of Authorized Agent.

### AA'S AGREEMENT

By signing this document in the space titled "Accepted by Authorized Agent," the AA accepts the terms and conditions hereof and agrees to act as the Producer(s) agent as set forth herein.

### EFFECTIVE DATE

This Appointment of Authorized Agent shall become effective following execution by the Producer(s) and by the AA; and shall continue in effect for the term of the CPBA; provided that PG&E has accepted the AA by executing a CPBA with the AA and accepting the Appointment of Authorized Agent concurrently therewith.

### COUNTERPARTS

This document may be executed in counterparts, and if executed in that manner shall have the same effect as if the Producer(s) and the AA had executed the same document. The AA and each other party executing a counterpart to this document shall deliver an executed copy of that counterpart to PG&E.

**CALIFORNIA PRODUCTION BALANCING AGREEMENT  
ATTACHMENT 1 - APPOINTMENT OF AUTHORIZED AGENT**

In Witness Whereof, The Producer(s) and the AA have executed this Appointment of Authorized Agent, and each signatory to this document represents that the person executing it is duly authorized to do so.

Producer: \_\_\_\_\_

Producer: \_\_\_\_\_

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

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Producer: \_\_\_\_\_

Producer: \_\_\_\_\_

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

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Accepted by Authorized Agent:  
Company Name: \_\_\_\_\_

Accepted by Pacific Gas and Electric Company

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

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





# CALIFORNIA PRODUCTION BALANCING AGREEMENT

## ATTACHMENT 3

### COMMUNICATIONS AND OPERATIONS CONTACT

Contract No. \_\_\_\_\_  
Date: \_\_\_\_\_

Attachment 3 designates the formal contact names, mailing addresses, telephone, e-mail and facsimile numbers for the Parties. Either Party may from time to time change or designate any other name or address for such purposes by providing the other Party with a revised Attachment 3. The revised Attachment 3 shall be effective upon receipt by the other Party. Any notice, request, demand, cashout, OFO or EFO Noncompliance Charge statement shall be in writing and shall be deemed to have been given when deposited in the United States, mail, postage prepaid, posted electronically on PG&E's Website or transmitted and confirmed via facsimile. Routine operations may be exclusively communicated by facsimile or other electronic means.

**Gas Nominations**

Business Name: Pacific Gas and Electric Company  
 Mailing Address: P.O. Box 770000, Mail Code B16A  
 San Francisco, CA 94177  
 Attention: Gas Scheduling  
 Telephone Number: (415) 973-2424  
 Facsimile Number: (415) 973-0649  
 e-mail: pgescheduling@pge.com

**To AA**

(   )
(   )

**Notifications and Trades**

Business Name: Pacific Gas and Electric Company  
 Mailing Address: P.O. Box 770000, Mail Code B16A  
 San Francisco, CA 94177  
 Attention: Balancing Coordinator  
 Telephone Number: (415) 973-3229  
 Facsimile Number: (415) 973-0649  
 e-mail: pgescheduling@pge.com

(   )
(   )

**Payments By Wire**

Business Name: CITIBANK NY DD  
 Address: New York, NY 10043  
 ABA Routing Number: ABA #021000089  
 Account Name: Credit to PG&E  
 Account Number: Account #30871958

**Payments By Check**

Business Name: Pacific Gas and Electric Company  
 Mailing Address: 885 Embarcadero Drive  
 West Sacramento, CA 95605-1503  
 Attention: Payment Processing Center, Non-CIS  
 Desk

For maximum protection of PG&E's system in case of operational conditions and emergencies, the AA shall notify PG&E's Gas System Operations in writing of its Physical Operator's name, e-mail, telephone and facsimile numbers. Notification of physical operation of the Receipt Point by a Physical Operator shall not constitute a delegation of the AA's obligations and shall not in any way limit, diminish, or otherwise affect the AA's obligations under this Agreement, which the AA shall fully perform.

	Physical Operator
Business Name:	<input style="width: 100%;" type="text"/>
Mailing Address:	<input style="width: 100%;" type="text"/>
Attention:	<input style="width: 100%;" type="text"/>
Telephone Number:	(   )
Facsimile Number:	(   )
e-Mail:	<input style="width: 100%;" type="text"/>



**Gas Sample Form No. 79-946**  
California Production Cumulative Imbalance Trading Form

**Please Refer to Attached  
Sample Form**

Advice Letter No: 3343-G  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_

## CALIFORNIA PRODUCTION CUMULATIVE IMBALANCE TRADING FORM

	Source Account (Providing Gas)	Destination Account (Receiving Gas)
Authorized Agent Name:		
Imbalance Account Number:		
Traded Imbalance Quantity: (Therms)		
Month of Imbalance:		

	Source Account (Providing Gas)	Destination Account (Receiving Gas)
Signature of Authorized Agent:		
Name:		
Company Name:		
Telephone Number:		
Telecopier Number:		

This form must be mailed, faxed or e-mailed to PG&E at the following address:

Pacific Gas and Electric Company  
 Attn: Balancing Coordinator  
 77 Beale Street, Room 1623B  
 P.O. Box 770000, Mail Code B16A  
 San Francisco, CA 94177  
 Facsimile: (415) 973-0649  
 e-mail: TSL3@pge.com

It is the sole responsibility of each Authorized Agent to ensure this form is received at the above address by the trading period deadline.



**Gas Sample Form No. 79-947**  
Request for California Gas Transmission Market Center Balance Transfer (T)

**Please Refer to Attached  
Sample Form**

Advice Letter No: 3343-G  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



# REQUEST FOR CALIFORNIA GAS TRANSMISSION MARKET CENTER BALANCE TRANSFER

(Please Type or Print Legibly)

SELLING  
COMPANY

BUYING  
COMPANY

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

Exhibit No.: \_\_\_\_\_

The undersigned is:

(Please check one)

Customer

Agent

Customer

Agent

Authorized Representative: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

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

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

Fax Number: \_\_\_\_\_

Exhibit Quantity Transferred (Decatherms): \_\_\_\_\_

Date of Transfer: \_\_\_\_\_

FOR PACIFIC GAS AND ELECTRIC COMPANY

Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Date and Time Stamp
---------------------

This form must be e-mailed, mailed or faxed to PG&E at the following address:

Pacific Gas and Electric Company  
California Gas Transmission  
6121 Bollinger Canyon Road, Room 4250G  
San Ramon, CA 94583  
Fax No. (925) 244-3544  
e-mail: CGTServicesX@pge.com



**Gas Sample Form No. 79-967**  
Electronic Billing Customer Agreement

**Please Refer to Attached  
Sample Form**

Advice Letter No: 3343-G  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_

## ELECTRONIC BILLING CUSTOMER AGREEMENT

This Electronic Billing (e-Billing) Customer Agreement (Agreement) is made as of \_\_\_\_\_, by and between \_\_\_\_\_, a \_\_\_\_\_ (Customer), and **Pacific Gas and Electric Company**, a **California Corporation** (PG&E), (collectively known as the Parties).

### RECITALS

WHEREAS, the Parties desire to participate in the electronic transmittal or receipt of Billing Information in authorized formats which replace conventional paper-based documents; and

WHEREAS, the Parties desire to ensure such transactions are legally valid and enforceable as a result of the use of available electronic technologies.

NOW THEREFORE, the Parties intending to be legally bound agree as follows:

### Section 1. General Provisions

- 1.1 Electronic Bill Presentation.** PG&E shall present to Customer its Billing Information for California Gas Transmission (CGT) service in an authorized electronic format. This electronic presentation shall be in lieu of and contain the same information as the conventional paper-based billing format currently in use and filed with the California Public Utilities Commission (CPUC). For purposes of this Agreement, the term "Billing Information" includes Customer charges and information directly relating thereto. "Billing Information" does not include legal and mandated notices, which are dealt with in Section 5.8, and other notices required by this Agreement.
- 1.2 Manner of Presentation.** PG&E may present Customer's Billing Information either via: (i) electronic mail, or (ii) posting on PG&E's website, as described in Section 2. PG&E shall elect, at its sole discretion, the manner of presentation of Customer's Billing Information, except that PG&E shall provide written notification to Customer no less than sixty (60) calendar days prior to any change in the manner of presentation.
- 1.3 Exclusive Nature and Interpretations.** Unless expressly indicated in this Agreement, this Agreement does not change the obligations, restrictions or rights contained in other Agreements between the Parties, including, but not limited to, an executed Gas Transmission Service Agreement (GTSA), Form No. 79-866. No agreements exchanged before the signing of this Agreement (apart from PG&E tariffs), shall be grounds for altering or interpreting the terms of this Agreement.
- 1.4 System Operations and Cost.** Each Party, at its own expense, shall provide and maintain the equipment, software, services and testing necessary to effectively and reliably transmit and receive Billing Information. Each Party shall also be responsible for the costs and performance of any third party Internet Service Provider (ISP) with which it may contract.
- 1.5 Security Procedures.** Should either Party become aware of an actual or suspected breach of security procedures designed to ensure that all transmissions of Billing Information are authorized and to protect each Party's business records and data from improper access by third parties, the Party aware of the actual or suspected breach shall notify the other Party via telephone and in writing via facsimile within one (1) business day of learning of the actual or suspected breach.

# ELECTRONIC BILLING CUSTOMER AGREEMENT

- 1.6 Access to Website.** Customer shall access and use PG&E's website (including, but not limited to, access and use for purposes of retrieving Billing Information) solely for its own internal business and commercial purposes, and in accordance with the terms and conditions of this Agreement, any procedures established by PG&E with respect to the access and use of the website, and any other terms and conditions specified or referred to on the website from time to time. Customer shall not use the website on behalf of any third parties or sell, lease, store, retransmit, redistribute or provide, directly or indirectly, any portion of the content of the website to any third party. Customer acknowledges that the website is the exclusive and proprietary property of PG&E and that Customer shall have no rights with respect thereto. Customer agrees to protect the proprietary rights of PG&E in the website and Customer shall comply with reasonable requests made by PG&E to protect such rights.

## **Section 2. Transmissions**

- 2.1 Notification of Non-Delivery.** If Customer does not receive its Billing Information via electronic mail or if Customer is unable to access its Billing Information on the Internet by the tenth (10<sup>th</sup>) day of each calendar month, Customer shall promptly notify PG&E. If Customer does not so notify PG&E by the fifteenth (15<sup>th</sup>) day of the calendar month, the Billing Information shall be considered timely received by Customer, unless Customer can show good cause for its delay in notification.
- 2.2 Garbled Transmissions.** If any Billing Information is received in an unintelligible or garbled form, the receiving Party shall promptly notify the originating Party (if identifiable from the received electronic transmittal or Billing Information). In the absence of such a notice, the originating Party's records of the contents, and the manner and time of transmission, of such Billing Information shall control except where the receiving Party can affirmatively show that the identity of the originating Party could not be determined from the electronic transmittal of the Billing Information. If the receiving Party can make such a showing, then the originating Party shall retransmit the Billing Information without prejudice to the receiving Party to replace the prior, garbled transmission.
- 2.3 System Failures.** Each Party shall notify the other Party promptly during periods of actual or suspected system failures. During such periods, Billing Information shall be sent by U.S. Mail, First Class, or Special Delivery, postage prepaid, to the Primary Bill Recipient specified on Exhibit A.

## **Section 3. Transaction Terms**

- 3.1 Terms and Conditions.** Any transaction made pursuant to this Agreement (and any related communication) shall also be subject to the terms and conditions included in PG&E's applicable tariffs that may be approved by the CPUC from time to time. The Parties acknowledge that the terms and conditions set forth in the tariffs may be inconsistent, or in conflict, but agree that any conflict or dispute that arises between the Parties in connection with any such transaction will be resolved as if such transaction had been effected through application of the tariffs.
- 3.2 Confidentiality.** Billing Information shall maintain the same confidential or non-confidential status (whichever is applicable) as would apply to paper records.
- 3.3 Validity; Enforceability.**
- 3.3.1** This Agreement has been executed by the Parties to evidence their mutual intent to create binding purchase and sale obligations pursuant to the electronic transmission and receipt of Billing Information.
- 3.3.2** Except as provided in Section 2, bills are due and payable as of invoice date, and will be considered past due if not paid within fifteen (15) calendar days from invoice date. Customer

# ELECTRONIC BILLING CUSTOMER AGREEMENT

shall be governed by the payment requirements specified in Rules 8, 9, 11, and 25 (where applicable).

## Section 4. Testing

- 4.1 To facilitate the process of evaluating the feasibility of the electronic transmittal and receipt of Billing Information, Parties may enter into a test.

## Section 5. Miscellaneous

- 5.1 **Termination.** This Agreement shall remain in effect until terminated by either Party with not less than thirty (30) days prior written notice, which notice shall specify the effective date of termination; provided, however, that any termination shall not affect the respective obligations or rights of the Parties arising under any Billing Information or otherwise under this Agreement prior to the effective date of termination. In the event that this Agreement is terminated, and the GTSA is not terminated, the Parties agree that all terms of the GTSA which had been superseded by this Agreement shall remain in effect.
- 5.2 **Severability.** Any provision of this Agreement which is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.
- 5.3 **Assignment.** This Agreement, or any rights or obligations hereunder, shall not be assigned by either Party without the express written approval of the other Party. Any assignment made without such consent shall be null and void. Performance of Customer's obligation under any transaction or billings for utility service may not be assigned by Customer without PG&E's express written approval; provided that such assignment shall not relieve Customer of any of its obligations under this Agreement.
- 5.4 **Non-Waiver.** The waiver by either Party of any breach of any term, covenant or condition contained in this Agreement or in a utility service bill, or any default in the payment of any obligation of any utility service bill rendered to Customer pursuant to this Agreement, shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition or obligation. Nor shall any waiver of any incident of breach or default in payment constitute a continuing waiver of the same.
- 5.5 **Governing Law and Tariffs.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California and PG&E's tariffs filed with the California Public Utilities Commission (CPUC). This Agreement shall at all times be subject to any changes or modifications by the CPUC as the CPUC may, from time to time, direct in the exercise of its jurisdiction.
- 5.6 **Force Majeure.** No Party shall be liable for any failure to perform its obligations in connection with any transaction or any Billing Information where such failure results from any act of God or other cause beyond such party's reasonable control (including, without limitation, any mechanical, electronic or communications failure) which prevents such Party from transmitting or receiving any Billing Information.

# ELECTRONIC BILLING CUSTOMER AGREEMENT

**5.7 EXCLUSION OF DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING FROM OR AS A RESULT OF ANY DELAY, OMISSION, OR ERROR IN THE ELECTRONIC TRANSMISSION OR RECEIPT OF ANY BILLING INFORMATION PURSUANT TO THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, A PARTY SHALL NOT BE RESPONSIBLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING FROM OR AS A RESULT OF ANY SECURITY BREACH.

**5.8 Notices.**

**5.8.1 Transmittal of Notices of Discontinuance of Service for Nonpayment.** If Customer's account becomes past due, notice of discontinuance of service for non-payment shall be given pursuant to gas Rule 25.

**5.8.2 Transmittal of CPUC-Required Notices to Customer.** One copy of each legal and mandated notice PG&E is required to provide to Customer under applicable CPUC tariffs, rules, regulations or decisions, shall be included in the electronic transmittal, or be sent by U.S. Mail, First Class, with postage prepaid. Such notices may include, but are not limited to, bill inserts, bill messages and other legal and mandated material.

**5.8.3 Transmittal of All Other Notices.** All other notices given herein shall be in writing and shall be given by U.S. Mail, First Class, or Special Delivery, postage prepaid, to the persons specified on Exhibit A.

**Section 6. Execution**

CUSTOMER

PACIFIC GAS AND ELECTRIC COMPANY

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

Attachments:



# ELECTRONIC BILLING CUSTOMER AGREEMENT EXHIBIT A - BILLING COMMUNICATION CONTACT LIST

## I. PG&E BILLING COMMUNICATION CONTACT:

Company: Pacific Gas and Electric Company  
 Contact Name: Sini Jacob  
 Mailing Address: 6121 Bollinger Canyon Road  
 San Ramon, CA 94583  
 Telephone Number (925) 244-3509  
 Facsimile Number (925) 244-3544

## II. CUSTOMER BILLING COMMUNICATION CONTACT(S)

Any changes to the billing communication contact list may be communicated to PG&E either in writing, by facsimile or by e-mail on a revised Exhibit A. If in writing, send to the address shown above. If by facsimile or e-mail, send to the contact information for PG&E listed on the front of your invoice or bill..

### A. Primary Electronic Bill Recipient – REQUIRED. You may submit a group e-mail address as your primary recipient. If group e-mail contains more than one recipient, there is no requirement to submit Secondary Electronic Bill Recipient below.

Contact Name: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 Telephone Number ( ) \_\_\_\_\_  
 Facsimile Number ( ) \_\_\_\_\_  
 Electronic Mail Address: \_\_\_\_\_

### B. Secondary Electronic Bill Recipient -- REQUIRED in the event that transmission problems occur with the Primary Electronic Bill Recipient

Contact Name: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 Telephone Number ( ) \_\_\_\_\_  
 Facsimile Number ( ) \_\_\_\_\_  
 Electronic Mail Address: \_\_\_\_\_

**ELECTRONIC BILLING CUSTOMER AGREEMENT**  
**EXHIBIT A - BILLING COMMUNICATION CONTACT LIST**

**II. CUSTOMER BILLING COMMUNICATION CONTACT(S) (continued)**

**C. Additional Electronic Bill Recipients – OPTIONAL (maximum of three electronic bill copies allowed)**

1. Contact Name: \_\_\_\_\_

Electronic Mail Address: \_\_\_\_\_

2. Contact Name: \_\_\_\_\_

Electronic Mail Address: \_\_\_\_\_

3. Contact Name: \_\_\_\_\_

Electronic Mail Address: \_\_\_\_\_



**Gas Sample Form No. 79-971**  
Election for Self-Balancing Option

**Please Refer to Attached  
Sample Form**

Advice Letter No: 3343-G  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_

## ELECTION FOR SELF-BALANCING OPTION

### 1. GENERAL

This Self-Balancing Amendment (SB Amendment) form shall amend an existing service agreement as indicated herein between Pacific Gas and Electric Company (PG&E), a California Corporation, and \_\_\_\_\_ who obtains natural gas transmission and/or distribution services from PG&E. In executing this SB Amendment, the undersigned Agent elects and agrees to be subject to the terms, conditions, charges and fees of the Self-Balancing and ancillary provisions of PG&E's gas rate Schedule G-BAL and other applicable gas tariffs.

### 2. DESIGNATION OF BALANCING AGENT

Self-Balancing Agent executes this SB Amendment in one of the following capacities as indicated below:

- a. \_\_\_\_\_ **Noncore Balancing Agent**, who has executed a currently valid Noncore Balancing Aggregation Agreement (Form No. 79-869) (NBAA) with PG&E and who acts for other Noncore End-Use Customers in a Group. This SB Amendment shall amend the NBAA and shall be subject to its terms and conditions as well as the terms and conditions of other Amendments thereto.

The applicable NBAA Group Number is: \_\_\_\_\_.

- b. \_\_\_\_\_ **Core Transport Agent**, who has executed a currently valid Core Gas Aggregation Service Agreement (Form No. 79-845) (CTA Agreement) with PG&E and who acts for Customers in a Core Transport Group as defined in gas rate Schedule G-CT. This SB Amendment shall amend the CTA Agreement and shall be subject to its terms and conditions as well as the terms and conditions of other exhibits thereto.

The applicable CTA Group Number is: \_\_\_\_\_.

### 3. TERM

The election confirmed by this SB Amendment shall be made during the time period for elections set forth in Schedule G-BAL and shall be effective either for a one-year or two-year period beginning April 1 as shown below. The term of this SB Amendment shall equal the length of Self-Balancing election as indicated by Self-Balancing Agent below.

#### BEGIN DATE

April 1, 20 \_\_\_\_\_

#### END DATE

March 31, 20 \_\_\_\_\_

# ELECTION FOR SELF-BALANCING OPTION

## 4. SELF BALANCING GROUPS

Self-Balancing Agent agrees that only the gas usage and supply of its SB Group may be used to calculate the Self-Balancing Credits, as set forth in Schedule G-BAL.

From April 1 of the year of the Beginning Date listed in Section 3 above, until March 31 of the year of the End Date listed in Section 3, the Self-Balancing Agent may submit requests to PG&E to add an End-Use Customer(s), to the SB Group identified in or created pursuant to this SB Amendment and subject to the terms in Schedule G-BAL.

If an End-Use Customer removes itself or is removed from the indicated NBAA Group or CTA Group during the term of this SB Amendment, such End-Use Customer shall no longer be part of the SB Group and its gas usage shall not be subject to Self-Balancing, nor qualify for Self-Balancing Credits.

## 5. RIGHTS AND OBLIGATIONS

This SB Amendment shall not modify or change the obligations, restrictions or rights contained in other agreements between the parties, including the NBAA or CTA Agreement, unless expressly indicated herein. Self-Balancing Agent agrees that all understandings regarding this SB Amendment are set forth or referenced herein, and no agreements, representations, memoranda, or other forms of communication, written or oral, exchanged at or before the execution hereof, may be grounds for altering or interpreting the terms hereof.

This SB Amendment shall at all times be subject to any changes or modification which the Public Utilities Commission of the State of California (CPUC) may direct from time to time in the exercise of its jurisdiction. Such changes or modifications may be made to this SB Amendment or may affect the implementation or interpretation hereof through PG&E's applicable tariffs. PG&E shall notify Self-Balancing Agent of any such changes or modifications that may affect the obligations hereunder.

### AGREED TO BY:

#### SELF-BALANCING AGENT

#### PACIFIC GAS AND ELECTRIC COMPANY

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)



**Gas Sample Form No. 79-982**  
Electronic Commerce System User Agreement

**Please Refer to Attached  
Sample Form**

Advice Letter No: 3343-G  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_

# ELECTRONIC COMMERCE SYSTEM USER AGREEMENT

This agreement ("Agreement") is between Pacific Gas and Electric Company ("PG&E"), and the party identified below (hereafter "User").

**WHEREAS**, PG&E has established an electronic commerce system and one or more Web sites or other Internet-based electronic transaction and scheduling facilities (and may establish additional such facilities). (The electronic commerce system, Web site(s) and facilities are referred to herein collectively as the "ECS.") Included in the ECS is the capability to do the following transactions: enter into a Gas Transmission Service Agreement ("GTSA") and Exhibits thereto; enter into a Noncore Balancing Aggregation Agreement ("NBAA"); conduct natural gas pipeline related business, and trade on the California Gas Transmission (CGT) Trading Platform, including without limitation: (i) obtaining natural gas transportation, storage, parking and lending services provided pursuant to a GTSA on the PG&E natural gas pipeline system (collectively "Service Transactions"); (ii) scheduling of such services ("Scheduling Transactions"); (iii) trading of natural gas imbalances; and (iv) on-line accessing of pipeline related information. (The Service Transactions and Scheduling Transactions are also collectively referred to herein as "Transactions.")

**WHEREAS**, User desires to access and use the ECS; and PG&E is willing to provide such access subject to the terms and conditions set forth herein.

**NOW THEREFORE**, for consideration, the receipt and adequacy of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

## 1. ACCESS AND USE CONDITIONS

After execution of this Agreement, and subject to its terms and conditions, PG&E agrees to provide User with on-line access to the ECS, and User understands and agrees to the following:

- 1.1. User shall complete and execute the "Access Request Form," attached hereto as Exhibit B, identifying authorized employees or agents of User, designated by User to access and use the ECS and execute transactions on behalf of User. PG&E will issue to User an identification code ("User ID") for each of User's employees and agents identified on Exhibit B, to enable User to access and use the ECS. Any and all use and/or access of the ECS with any of the User IDs issued to User shall be deemed and construed to be use or access by User. User shall strictly limit the use of the User IDs to those employees and agents of User who are identified on Exhibit B. User shall immediately notify PG&E when an individual identified on Exhibit B ceases to be authorized by User to use his or her User ID, by submitting a modified Exhibit B to PG&E.
- 1.2. User shall take all measures to maintain the confidentiality of the User IDs and of all passwords used to access the ECS ("Passwords"). User shall be solely responsible for

the assignment, security and use of the User IDs and Passwords and the control and monitoring of such use. PG&E shall have no responsibility for any of the foregoing and no

## ELECTRONIC COMMERCE SYSTEM USER AGREEMENT

liability for or arising from the use of the User IDs or Passwords by anyone. User shall be solely responsible and liable for any and all acts and omissions with respect to access or use of the ECS by anyone using the User IDs, including, but not limited to, the execution of Transactions.

- 1.3. User agrees to indemnify and hold PG&E harmless from and against all damages, losses, and liabilities arising out of or in connection with any breach of confidentiality, misuse or unauthorized use of any User ID issued by PG&E to User, regardless of whether User has notified PG&E as required by paragraph 1.1 above.
- 1.4. User will access and use the ECS (including, but not limited to, execution of Transactions) solely for its own internal business purposes and in accordance with the terms and conditions of this Agreement, any procedures established by PG&E with respect to the access or use of the ECS and any other terms and conditions specified or referred to on the ECS from time to time. User understands and agrees that User's use of the ECS may be limited or modified by the terms of licenses or other agreements between PG&E and third parties. User further agrees that PG&E may modify or limit the use of the ECS at any time and without notice. PG&E may, in its sole discretion, terminate, restrict, or suspend User's access to and use of the ECS.
- 1.5. User acknowledges that use of the ECS by User involves transmission over the worldwide communications network or Internet of proprietary, confidential and/or time sensitive information of User. User understands the risks associated with the transmission of such information by User over the worldwide communications network or Internet. User agrees that PG&E shall not be liable or responsible in any way to User for any losses, damages, claims, costs, expenses or other obligations arising out of or relating to any delay in transmission, disclosure or use of such information or data transmitted over the worldwide communications network or Internet. User further acknowledges and agrees that User is solely responsible for the accuracy of all information and data that User transmits to PG&E, and PG&E shall not be responsible or liable for any such inaccuracies or their effects.
- 1.6. User further agrees that PG&E shall not be responsible for delays in sending or receiving User's transmissions or data, for unauthorized access to or alteration of User's transmissions or data, any transmission, information or data sent or received or not sent or received, or any Transactions entered into or through the ECS. User specifically agrees that PG&E is not responsible or liable for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of any other party's rights, including intellectual property rights.
- 1.7. User understands and agrees that (i) User is solely responsible for acquiring and ensuring that it possesses sufficient Internet access speed capability to adequately conduct business on the ECS, and (ii) User shall be solely responsible for all costs associated with its accessing and using the ECS.
- 1.8. User acknowledges and consents that PG&E, as the ECS operator, shall have access to and the right to review, to the fullest extent allowed by law, files and other communications of any sort on the ECS whether or not such communications are designated as private or confidential.

# ELECTRONIC COMMERCE SYSTEM USER AGREEMENT

## 2. BINDING CONTRACTS

User acknowledges that by using the ECS, it may enter into binding contracts with PG&E and with third parties. User agrees that (i) any and all access or use of the ECS using the User IDs will be governed by this Agreement; (ii) any nomination or offer placed, any contract terms, conditions or exhibits accepted or confirmed, and any Transaction executed on the ECS will be deemed to be “in writing;” to have been “signed,” or be an “executed” writing; and (iii) accepting or entering into a Transaction by using the ECS, as it now exists or may in the future be modified, and subject to applicable tariffs, shall constitute a written contract (a "Contract"). Without limitation of the foregoing, User agrees that it will be bound by any and all contract terms and conditions, including, but not limited to, the GTSA and NBAA, and by any and all nominations, offer, trades, or other Transactions executed, accepted or confirmed on the ECS through a “click” agreement by any individual using the User ID. By executing this Agreement, User agrees that it adopts as User’s signature any such “click agreement,” defined for purposes of this Agreement as “clicking” on the designated space on the ECS (or other action on the ECS specified by PG&E), and such “click agreement” will, together with this Agreement, constitute an executed writing. User agrees to waive any Statute of Frauds defense to the enforceability of any Contract arising from use of the ECS. User agrees and warrants that any employee or agent of User using the ECS shall have all necessary power and authority to use the ECS and enter into Transactions as herein provided. User warrants for itself and its successors and assigns that for each Transaction that User may enter into by using the ECS, User shall have all right, title, power and authority necessary to honor that Contract.

2.1. User and PG&E agree that this Article 2 is intended to benefit other users accessing the ECS, and that such other users are third party beneficiaries of this Article 2. User and PG&E do not intend hereby that other users are or will be third party beneficiaries of any other provisions of this Agreement.

## 3. APPLICABLE TARIFFS, TERMS AND CONDITIONS

User agrees that it shall be bound by all the terms and conditions of this Agreement, the terms and conditions accepted on the ECS by a click agreement in accordance with Article 2 above, as well as any and all applicable tariffs currently in effect for PG&E as approved by the California Public Utilities Commission ("CPUC") and/or the Federal Energy Regulatory Commission ("FERC"), or which may hereafter be implemented, and all amendments thereof. Such tariffs are matters of public record, which User represents that it has reviewed and will review in the future.

This agreement at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

## 4. TRANSACTIONS AND CONFIRMATIONS

4.1. After User has received the User ID(s) and has executed the applicable contracts (and subject to applicable tariffs), User may enter into Transactions, including service elections under a GTSA executed by User (“User GTSA”), as follows:

4.1.1. **GTSA Service Elections:** User shall enter into Transactions, i.e., elect services under User’s GTSA, including Gold Coast Transportation Services, Golden Gate

## ELECTRONIC COMMERCE SYSTEM USER AGREEMENT

Market Center Services, and Storage Services, and PG&E may accept and authorize such service elections, by following the procedures set forth in paragraph 4.1.2 of this Agreement. Such procedures in paragraph 4.1.2 shall be used instead of the procedures set forth in the User GTSA providing that a service election shall be entered into through, and evidenced by, a “hard copy” of Exhibits A through K (Form No. 79-866), or any one of them; and providing for a written signature by User and countersignature by PG&E to such Exhibits A through K.

- 4.1.2. **Service Transactions:** User may telephone a PG&E CGT Representative to enter into a Service Transaction.

PG&E may accept or reject User’s offer or order in PG&E’s sole discretion. Service Transactions shall be deemed executed at the time that PG&E first signifies its acceptance of User’s offer or order, which in most instances will occur when User enters into a Transaction with PG&E orally by telephone, as documented by an audio recording. The audio recording of Transactions between User and PG&E shall constitute evidence of such Transactions, and User hereby consents to the recording of all Transactions between User and PG&E.

After User and PG&E have entered into a Service Transaction orally by telephone, PG&E will provide notice to User by e-mail that an electronic exhibit confirming the specific business terms of that Service Transaction are posted on the ECS (the “Electronic Exhibit”). The terms of the Electronic Exhibit shall be valid and binding on User, unless User deems any of the terms of the Electronic Exhibit to be stated incorrectly and notifies PG&E of the incorrect term(s) as soon as possible but no later than within five (5) business days (the “Response Period”) following receipt of the e-mail notice. If PG&E and User disagree as to the correct terms of the Electronic Exhibit, the audio recording of the Transaction shall prevail and shall constitute evidence of the Transaction and its terms. If the term or terms in dispute cannot be determined from such recording, and the parties do not resolve the dispute within two (2) business days, the Transaction shall be deemed void. Notwithstanding the foregoing, if User does not notify PG&E of an error in the Exhibit within the Response Period, or if User nominates, takes delivery, or performs any other act indicating performance of or under the Service Transaction, the Electronic Exhibit shall be deemed confirmed by User, absent an obvious error in the Electronic Exhibit.

- 4.1.3. **Scheduling Transactions:** After User has executed any necessary Service Transactions, User may submit nominations for transportation, parking, lending, storage and other services, on-line, using the ECS.
- 4.1.4. **Imbalance Trading:** User may utilize the ECS, subject to the terms, conditions, and limitations of this Agreement, to confirm a trade, or to confirm a trade with another User, of operating or cumulative imbalances, as those are defined and specified in PG&E's CPUC-approved rate Schedule G-BAL. User acknowledges that such trades do not involve PG&E as a party to the trade. User agrees that it

# ELECTRONIC COMMERCE SYSTEM USER AGREEMENT

may enter into such trades as set forth in Schedule G-BAL and may utilize the ECS to confirm the trade and to notify PG&E of the trade, provided, however, that User strictly follows the protocols, directions and rules for confirming trades as set forth in the ECS.

## 5. FEES AND TERMS OF PAYMENT

- 5.1. User understands that initially (and subject to the provisions of this Article 5) PG&E is making access to the ECS available to User for no direct charge, except for telephone access charges and any Internet access fees, which shall be and remain User's responsibility.
- 5.2. PG&E reserves the right to initiate and/or modify fees for the use of the ECS, subject to Commission approval. User has the right to discontinue use of the ECS at that time or continue using the ECS subject to such fees.

## 6. TITLE AND RIGHTS TO ECS, INFORMATION AND SERVICES

- 6.1. User acknowledges that PG&E and its licensors are the owners of all intellectual property rights in and to the ECS, the software used in connection therewith, and all information contained thereon or related thereto, and User shall have no right, title, or interest in any of these.
- 6.2. User shall not copy, reverse-engineer, modify, or otherwise manipulate, or make available to any other party, all or any portion of the ECS or any software or information provided or accessed in connection with the ECS.
- 6.3. PG&E shall have the right to modify the ECS, User IDs, software, or communication access, and to terminate access to any or all of these, at any time. In the event of such a termination or modification, or termination of this Agreement pursuant to Article 7 below, PG&E shall not be liable for any costs, losses or damages, including, but not limited to, lost profits or revenues.

## 7. TERMINATION

- 7.1. This Agreement shall become effective on the date of its execution by PG&E and shall remain in effect until terminated as provided herein.
- 7.2. Either party may terminate this Agreement at its sole discretion by giving the other party at least thirty (30) days prior written notice.
- 7.3. PG&E may terminate this Agreement immediately if User breaches this Agreement and does not cure the breach within fourteen (14) days of receipt of a written notice from PG&E, or if User fails to pay any required charges when due, fails to meet PG&E's applicable credit requirements, or fails to comply with the provisions of any tariff or any other contract entered into in connection with the ECS or this Agreement.
- 7.4. Upon the termination of this Agreement, PG&E will terminate User's access to the ECS and User shall discontinue using the software manuals, and other items ("Property" of

## **ELECTRONIC COMMERCE SYSTEM USER AGREEMENT**

PG&E or third parties) in User's possession and shall destroy all such Property, if any is in User's possession.

- 7.5. The provisions of Paragraphs 7.3 and 7.4, and Articles 6, 8 and 10 shall survive termination of this Agreement by either party; and all articles or paragraphs of this Agreement which by their nature are intended to survive termination or expiration of this Agreement shall also survive. This Agreement shall also remain in effect with respect to any transactions effected prior to such termination.

### **8. DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITY AND INDEMNIFICATION**

- 8.1. PG&E DOES NOT REPRESENT OR WARRANT THAT THE ECS OR ITS USE WILL BE UNINTERRUPTED OR FREE OF DEFECTS, ERRORS OR MALFUNCTIONS, OR THAT DEFECTS WILL BE CORRECTED, OR THAT THE ECS OR THE SERVER THAT MAKES IT AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. PG&E DOES NOT WARRANT OR REPRESENT THAT THE USE OR THE RESULTS OF THE USE OF THE ECS OR THE TRANSACTIONS MADE AVAILABLE AS PART OF THE ECS WILL BE CORRECT, ACCURATE, TIMELY, OR OTHERWISE RELIABLE.
- 8.2. USER UNDERSTANDS, AND ACCEPTS THAT (i) PG&E MAKES NO WARRANTY WHATSOEVER TO USER REGARDING THE ECS OR ITS AVAILABILITY OR THE RESULTS OF USER'S USE OF THE ECS, OR REGARDING ANY INFORMATION USED OR ACCESSED IN CONNECTION THEREWITH; AND (ii) THE ECS IS PROVIDED BY PG&E ON AN "AS IS" BASIS AT USER'S SOLE RISK, AND PG&E EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES (WHETHER EXPRESS, IMPLIED, OR STATUTORY), INCLUDING THE WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND SATISFACTORY QUALITY.
- 8.3. USER UNDERSTANDS AND AGREES THAT PG&E SHALL NOT BE LIABLE TO USER OR TO ANYONE BRINGING A CLAIM AS A RESULT OF OR IN CONNECTION WITH USER'S USE OF THE ECS (OR OF ANY SOFTWARE, INFORMATION OR OTHER ITEMS RELATING THERETO), FOR: (i) ANY LOSSES OR DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL, COMPENSATORY, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, LOSS OF BUSINESS, REVENUE OR PROFITS OR FAILURE TO REALIZE SAVINGS OR ANY OTHER ECONOMIC OR COMMERCIAL LOSS OF ANY KIND, OR (ii) ANY CLAIM OR DAMAGES RESULTING FROM A CLAIM AGAINST THE USER BY ANY THIRD PARTY, ARISING IN ANY WAY IN CONNECTION WITH THIS AGREEMENT, OR USER'S USE OF THE ECS, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY OR OTHERWISE, AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. THE TOTAL CUMULATIVE LIABILITY OF PG&E AND THIRD-PARTY SOFTWARE LICENSORS UNDER OR ARISING FROM THIS AGREEMENT, IF ANY, SHALL IN NO EVENT EXCEED AN

## ELECTRONIC COMMERCE SYSTEM USER AGREEMENT

AMOUNT EQUAL TO THE AVERAGE CHARGE PAID BY USER TO PG&E FOR A SINGLE DAY'S GAS TRANSPORTATION TRANSACTIONS DURING THE TWELVE (12) MONTHS PERIOD PRIOR TO THE DATE ON WHICH THE CAUSE OF ACTION AROSE, OR \$10,000 (TEN THOUSAND DOLLARS), WHICHEVER IS THE LESSER AMOUNT.

- 8.4. User shall hold harmless, protect, defend and indemnify PG&E from and against any and all claims, actions, demands, suits, judgments, damages, losses, costs, including attorneys' fees, and liabilities resulting from or arising out of or in connection with (i) use of or access to the ECS or to any software, information, data (or other items relating thereto) by User, or by any person obtaining access to the ECS through User or a User ID, whether or not User has authorized such access; or (ii) any breach by User of any terms or conditions of this Agreement; or (iii) any act or omission, or willful misconduct of User, its officers, agents or employees or any person obtaining access to the ECS through User (whether or not User has authorized such access) in the performance of this Agreement or the use of the ECS regardless of any negligence of PG&E, whether active or passive; or (iv) any actions taken or not taken by User based on its access to or use of the ECS.
- 8.5. As used in this Article 8, "PG&E" shall include the directors, officers, employees and agents of PG&E.

### 9. VIRUSES

Each party agrees to make reasonable efforts to notify the other promptly if there is any indication that its own computer systems, or any part thereof, have come into contact with any "computer virus." The term "computer virus" as used herein shall mean any computer software program or portion of a program that is foreign to the host computer system and has been introduced into the host computer system without the knowing consent of the operator of the ECS including without limitation a virus received over the Internet.

### 10. SYSTEM OR SOFTWARE MALFUNCTIONS

If User is notified or in any other way becomes aware of a malfunction, failure or stoppage of the ECS, related software, or the operation of either of these, User agrees to use conventional methods of communication, such as facsimile transmissions, to conduct the business for which the ECS is intended, for as long as the malfunction, failure or stoppage continues to exist.

### 11. MISCELLANEOUS PROVISIONS

- 11.1. Force Majeure: Neither PG&E nor User shall be considered in default in the performance of its obligations under this Agreement, except obligations to make payments hereunder when due, to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of the affected party. For purposes of this Agreement, events beyond the reasonable control of a party shall include, but not be limited to, failures or malfunctions of the ECS or of any hardware or software used in connection therewith or furnished pursuant to this Agreement (including third-party software and software owned and/or operated by PG&E).

## ELECTRONIC COMMERCE SYSTEM USER AGREEMENT

- 11.2. Assignment and Delegation: User acknowledges and agrees that PG&E has extended access to the ECS to User because of the specific business relationship between User and PG&E, and in some cases because of User's particular credit history. This Agreement may not be assigned by User without the prior written consent of PG&E.
- 11.3. Choice of Law: User agrees that the laws of the State of California, without giving effect to choice of law provisions, shall govern the interpretation and enforcement of this Agreement.
- 11.4. Dispute Resolution: Any dispute arising under or related to this Agreement, which dispute cannot be settled by the parties within a reasonable time, may be submitted by either Party to binding arbitration in accordance with the rules of the American Arbitration Association. All disputes to be arbitrated shall be decided by one arbitrator to be appointed by the parties. If the parties fail to agree upon an arbitrator within thirty (30) days after written notice of arbitration has been given by either party to the other, the presiding judge of the Superior Court of the State of California and for the City and County of San Francisco shall appoint an arbitrator upon the request of either party. Venue for arbitration will be the City and County of San Francisco, California. The decision of the arbitrator shall be final and binding upon the parties hereto and judgment thereon may be entered in any court of competent jurisdiction. The cost of the arbitrator shall be borne equally by User and PG&E. Nothing contained in this paragraph 11.4 shall preclude either party from seeking equitable relief or remedies in a court of competent jurisdiction. In reaching a decision herein, arbitrator shall adhere to and apply substantive California law.

User agrees that for any violation of any provision of this Agreement, a restraining order and/or injunction may be issued against User.

- 11.5. No Waiver: No waiver, by either PG&E or User, of any default by the other in the performance of any provision of this Agreement shall operate as a waiver of any continuing or future default, whether of a like or different character.
- 11.6. Notices: Except as otherwise required by law, all notices relating to this Agreement, including notices of arbitration and notifications pursuant to paragraph 4.1.1, shall be in writing and given by means of personal delivery, facsimile transmissionmail (with return receipt requested) or e-mail with return receipt verification. Any notice given as stated in this paragraph 11.6 shall be deemed duly given as follows: upon delivery, if delivered personally; upon transmission, if sent by facsimile; on the date of receipt, if sent by mail, return receipt requested or upon receipt if sent via e-mail. All notices shall be addressed, and sent to the addresses or facsimile numbers, as set forth below:

# ELECTRONIC COMMERCE SYSTEM USER AGREEMENT

**USER:**

Company \_\_\_\_\_  
Address 1 \_\_\_\_\_  
City, State, Zip code \_\_\_\_\_  
Address 2 \_\_\_\_\_  
City, State, Zip code \_\_\_\_\_  
Attention: (first name last name)

**PG&E:**

Pacific Gas and Electric Company  
California Gas Transmission  
Room 4250G  
6121 Bollinger Canyon Road  
San Ramon, CA 94583

Fax No.: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
e-mail Address: \_\_\_\_\_

Fax No.: (925) 244-3544  
Telephone No.: (800) 343-4743  
e-mail Address: CGTServicesX@pge.com

The parties may change their addresses, or any part thereof, by a notice pursuant to this paragraph 11.6.

**12. CAPTIONS**

All captions, titles, subject headings, and similar items are provided for the purpose of reference and convenience and are not intended to affect the meaning or interpretation of the content or scope of this Agreement.

**13. ATTACHMENTS**

The following attachments to this Agreement are incorporated herein by this reference: Exhibit A, "Third Party Software", and Exhibit B, "Access Request Form".

# ELECTRONIC COMMERCE SYSTEM USER AGREEMENT

## 14. EXECUTION

Each party represents that the individual executing this Agreement for such party has been duly authorized to do so.

**Company**

**Pacific Gas and Electric Company**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name  
: \_\_\_\_\_  
(Print Name)

Name  
: \_\_\_\_\_  
(Print Name)

Title:  
\_\_\_\_\_

Title  
: \_\_\_\_\_

Date of  
Signature: \_\_\_\_\_

Date of  
Signature: \_\_\_\_\_

# ELECTRONIC COMMERCE SYSTEM USER AGREEMENT

## EXHIBIT A

### Third-Party Software

The following third-party software packages will be downloaded upon each login in order to operate the ECS:

Vendor: Citrix Systems, Inc.  
Package: Metaframe  
Version: 1.8



**Gas Sample Form No. 79-982B**  
Electronic Commerce System User Agreement  
Exhibit B Access Request Form

(T)  
(T)

**Please Refer to Attached  
Sample Form**

# ELECTRONIC COMMERCE SYSTEM USER AGREEMENT - EXHIBIT B ACCESS REQUEST FORM

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

User requests access to the Electronic Commerce System (ECS) for the following designated individuals who are authorized by User to access and use the ECS and enter into binding contracts on behalf of User.

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

Title: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Mother's maiden name (for phone verification): \_\_\_\_\_

User Code: \_\_\_\_\_ (PG&E Use)

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

Title: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Mother's maiden name (for phone verification): \_\_\_\_\_

User Code: \_\_\_\_\_ (PG&E Use)

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

Title: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Mother's maiden name (for phone verification): \_\_\_\_\_

User Code: \_\_\_\_\_ (PG&E Use)



**Gas Sample Form No. 79-983**  
Request for Reclassification From Noncore Service to Core Service

**Please Refer to Attached  
Sample Form**

Advice Letter No: 3343-G  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



# REQUEST FOR RECLASSIFICATION FROM NONCORE SERVICE TO CORE SERVICE

### DISTRIBUTION

- Customer
- ES&S
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

### REFERENCES

- SA#: \_\_\_\_\_
- Acct ID #: \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

This form must be executed by a Customer that requests reclassification of its load from noncore service to core service. This form must also be executed by a new Customer that takes legal ownership of a business that is currently served under noncore rates when the new Customer elects to receive core service.

1. This Request for Reclassification from Noncore Service to Core Service (Request) is being made by \_\_\_\_\_ (Customer), for the facility located at \_\_\_\_\_ (Service Address, City)
2. This Request is specific to the meter(s) installed at Service Point(s) \_\_\_\_\_.
3. Customer's gas service will be reclassified as Core Status and placed on the applicable core rate schedule(s) for a minimum period of five (5) years commencing on \_\_\_\_\_ (Effective date of Core Status), in accordance with Pacific Gas and Electric Company's Gas Rule 12.
4. A Customer that switches from noncore service to core service will pay the Crossover Charge for any of the first twelve (12) regular monthly billing periods that they are taking core procurement service from PG&E, as specified in Schedule G-CPX and their otherwise applicable core rate schedule.
5. This Request shall at times be subject to any changes or modification the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction. Such changes or modification may be to this Request or to PG&E's applicable tariff schedule and rules.

This agreement is effective when accepted and executed by PG&E.

### PACIFIC GAS AND ELECTRIC COMPANY

\_\_\_\_\_  
Customer/Company

\_\_\_\_\_  
Authorized by (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized by (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**Gas Sample Form No. 79-1018**  
Residential Rule 16 Electric/Gas Single Service Extensions

**Please Refer to Attached  
Sample Form**

Advice Letter No: 3343-G  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



## RESIDENTIAL RULE 16 ELECTRIC / GAS SINGLE SERVICE EXTENSIONS

### Description of costs associated with new residential gas and/or electric service

Date

Name  
Address  
City/State/ZIP

Re: Project Name, Address

Dear Applicant:

This letter describes the costs for new residential gas and/or electric service at the above address. PG&E will provide the service under the provisions of PG&E's Gas and/or Electric Rule 16, as authorized by the California Public Utilities Commission (CPUC), which rule(s) is incorporated by reference. A copy of Rule 16 can be obtained at [www.pge.com/tariffs](http://www.pge.com/tariffs) or by contacting me at the number shown on the second page. PG&E's total estimated job costs are shown on the cost summary, also on the second page.

Enclosed is a CPUC-required form, "Statement of Applicant's Contract Anticipated Costs," (SACAC), which identifies PG&E's cost for the refundable service work that is PG&E's responsibility to install on your job. PG&E's costs were developed based on your choices within the application and may change if you change your choices. Under PG&E's Gas and/or Electric Rule 16, you, the Applicant, have a choice: you can do the work, hire a qualified contractor to perform the work or hire PG&E to do the work. You must return the completed SACAC form to me regardless of who does the work.

- If you want to do this work yourself, or to have a qualified contractor do this work, please enter your estimated costs in the section of the SACAC form entitled "Applicant Costs," sign it, return it to PG&E, and PG&E will send you a contract by return mail.
- If you want to do this work yourself or have a qualified contractor do it, and you do not want to give PG&E your estimated costs, please check the box in the section entitled "Applicant's Election Not To Provide Costs," sign, return the SACAC form, and PG&E will send you a contract by return mail.
- If you want PG&E to do this work, check the section "Applicant's Election Not To Provide Costs," sign and return the SACAC form along with a check for \$\_\_\_\_\_ to me at the address shown on the second page. PG&E's costs are valid for 90 days from the date of this letter. If payment is not received within this period,<sup>(1)</sup> PG&E reserves the right to revise the cost. This letter will be our contract. PG&E will schedule construction upon receipt of payment. Confirmation will be required from the governmental entity with inspection authority that your facilities have been installed and inspected in accordance with applicable laws, and are safe to energize/pressurize.

Also, under the Applicant Design Option provision of PG&E's Gas and/or Electric Rules 15 and 16, you have a choice to design that portion of the new service extension normally designed by PG&E. Should you select this option your Design Credit for this job is \$\_\_\_\_\_. PG&E's Applicant Design guidelines are available upon request. Please email or contact me confirming your choice.

**PG&E cannot proceed with any work on your application until you sign and return the Statement of Applicant's Contract Anticipated Cost form.**

\*\* Income Tax Component of Contribution (ITCC) applies to the value of all facilities deeded to PG&E.



## RESIDENTIAL RULE 16 ELECTRIC / GAS SINGLE SERVICE EXTENSIONS

	Electric	Gas	Total
<b>PG&amp;E's Estimated Costs for:</b>			
◆ Engineering / Administrative, Plus PG&E performed Service Tie-in and Meter Installation	\$ _____	\$ _____	\$ _____
◆ Service Facility Installation Cost as identified on the enclosed SACAC form	\$ _____	\$ _____	\$ _____
<b>Sub Total:</b> <b>(Total Service Costs subject to Allowance)</b>	\$ _____	\$ _____	\$ _____
Less Residential Allowance:	\$ _____	\$ _____	\$ _____
Excess Residential Service charge:	\$ _____	\$ _____	\$ _____
Inspection fee(s) – PG&E Only	\$ _____	\$ _____	\$ _____
Value of franchise Trenching, Conduit and Substructures	\$ _____	\$ _____	\$ _____
Other Non-Refundable Charges:	\$ _____	\$ _____	\$ _____
<b>Sub Total:</b>	\$ _____	\$ _____	\$ _____
ITCC (Tax)**:	\$ _____	\$ _____	\$ _____
Other Costs not subject to ITCC:	\$ _____	\$ _____	\$ _____
D.04-05-055 Line Extension Costs – Residential:	\$ _____	\$ _____	\$ _____
Less Value of Franchise Trenching, Conduit and Substructures by Applicant:	\$ _____	\$ _____	\$ _____
<b>Sub Total:</b>	\$ _____	\$ _____	\$ _____
Less Engineering Deposit:	\$ _____	\$ _____	\$ _____
<b>Total Non-Refundable Payment:</b>			\$ _____

If you have any questions, contact me at (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ or by email at \_\_\_\_\_@pge.com.

Sincerely,

PG&E Representative  
 New Business Project Coordinator  
 PACIFIC GAS AND ELECTRIC COMPANY  
 Mailing Address

\*\* Income Tax Component of Contribution (ITCC) applies to the value of all facilities deeded to PG&E.



**Gas Sample Form No. 79-1026**

Authorization to Revise Nominating Marketer Authorization to Revise Nominating (T)  
 Marketer on Exhibits C and D of  
 Form 79-756--Natural Gas Service Agreement (T)

**Please Refer to Attached  
 Sample Form**



# AUTHORIZATION TO REVISE NOMINATING MARKETER ON EXHIBITS C AND D OF FORM 79-756--NATURAL GAS SERVICE AGREEMENT

\_\_\_\_\_  
(Customer Name)<sup>1</sup> (Service Address and City)<sup>1</sup>

Transportation ID Number<sup>1</sup>: \_\_\_\_\_

### **Effective Date of Revisions for Exhibits C and D**

Requests will take effect as soon as they are received and processed by PG&E unless a later date is indicated. Requested effective date: \_\_\_\_\_

### **Addition or Revision of Nominating Marketer on Exhibit C**

Please  **ADD** or  **REVISE**<sup>2</sup> (Check one) this Nominating Marketer information on Exhibit C:

Nominating Marketer Name: \_\_\_\_\_ Marketer ID #: \_\_\_\_\_

Address/City/State/Zip: \_\_\_\_\_

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

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

E-Mail Address<sup>3</sup>: \_\_\_\_\_  
First Name Last Name E-Mail Address

Customer can check one or more of the boxes below to indicate the appropriate authorization:

- This Nominating Marketer cannot have access to gas metering data.
- This Nominating Marketer cannot view the contract quantities indicated in Exhibit B.
- Customer authorizes this Nominating Marketer to execute monthly imbalance trades, as specified in Schedule G-BAL.<sup>4</sup>

**Deletions:** All previous Nominating Marketers will be deleted from Exhibits C and D unless box is checked below.

Do not delete previous Nominating Marketer(s) specified below:

Marketer Company Name: \_\_\_\_\_ Marketer ID #: \_\_\_\_\_

Marketer Company Name: \_\_\_\_\_ Marketer ID #: \_\_\_\_\_

<sup>1</sup> Use the same Customer Name, Address and Transportation ID Number as shown on the first page of the NGSA.

<sup>2</sup> Customer's signature is not required to revise Nominating Marketer's address, contact name, phone, facsimile or e-mail address. Current Authorized Nominating Marketer may sign for these types of revisions. Customer's signature is required to add or delete a Nominating Marketer.

<sup>3</sup> E-mail Address will only be used on Exhibit D for OFO/EFO Notices.

<sup>4</sup> Only one Nominating Marketer can be granted authority to trade imbalances. Unless Customer has executed Exhibit A of Noncore Balancing Aggregation Agreement Form 79-869 with a Nominating Marketer or other third-party service provider, Customer remains responsible for any and all charges associated with Schedule G-BAL and Rule 14.



# AUTHORIZATION TO REVISE NOMINATING MARKETER ON EXHIBITS C AND D OF FORM 79-756--NATURAL GAS SERVICE AGREEMENT

Transportation ID Number: \_\_\_\_\_

### **Addition or Revision of Nominating Marketer on Exhibit D**

Please choose one of the following three options. If no options are checked and the Nominating Marketer is authorized to trade imbalances, an imbalance statement will be sent to the address listed on page one of this form.

- Add the following address to Exhibit D (write "**Same as above**" on Company Name line if information is the same as Exhibit C).
- Revise the current address on Exhibit D.
- Do not send bill copies, imbalance statements or OFO/EFO Notices to the Nominating Marketer.

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

Address/City/State/Zip: \_\_\_\_\_

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

Phone #: \_\_\_\_\_ Fax: \_\_\_\_\_

**Send copies of these documents/notices to the Company address listed above: (Check one or more)**

- PG&E Gas Transportation Bills
- PG&E Imbalance Statement
- EFO/OFO Notices

### **Customer Signature**

By signing below, Customer<sup>2</sup> authorizes PG&E to make the modifications<sup>2</sup> to the Nominating Marketer on the Natural Gas Service Agreement, Exhibits C and D as specified above.

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

Print Name: \_\_\_\_\_

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

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

Please return this authorization to PG&E via facsimile to:

Attention: PG&E Gas Tariffs & Contracts

Facsimile Number <sup>5</sup> (415) 973-7043

<sup>5</sup> If also submitting Noncore Balancing Aggregation Agreement Exhibits A and/or B, those exhibits must be sent by facsimile to (925) 244-3544.



**Gas Sample Form No. 79-1027**  
Third-Party Notification Letter of Unpaid Charges  
(15-Day Notice)

(T)  
(T)

**Please Refer to Attached  
Sample Form**

Advice Letter No: 3343-G  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



**THIRD-PARTY NOTIFICATION LETTER OF UNPAID CHARGES  
(15-DAY NOTICE).**  
*Please take notice that payment or payment arrangements are  
required to maintain service on the account below.*

DATE

THIRD PARTY NAME 1  
THIRD PARTY NAME 2  
THIRD PARTY ADDRESS 2  
THIRD PARTY ADDRESS 1  
CITY, STATE ZIP

Service Address:  
MAIN CUSTOMER PREMISE ADDRESS  
CITY, STATE ZIP

Account ID: XXXXXXXXXXXX

Re: Third-Party Notification of Unpaid Charges for MAIN CUSTOMER NAME

Our records indicate that you asked to be notified whenever the above customer has a past-due bill.

We have mailed a 15-day notice of service termination to the customer due to failure to pay past-due charges. We may have received payments after mailing this notice; you may want to contact the customer to find out whether payment has been made.

You are not obligated in any way to pay the customer's bill. This notification is for your information. You may call us at 1-800-743-5000 on behalf of the customer so that we can discuss payment options and ways to help.

**Customer Services**



**Gas Sample Form No. 79-1028**  
Third-Party Notification Letter of Unpaid Charges  
(48 Hour Notice)

(T)  
(T)

**Please Refer to Attached  
Sample Form**

Advice Letter No: 3343-G  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



**THIRD-PARTY NOTIFICATION LETTER OF UNPAID CHARGES  
(48 HOUR NOTICE)**  
*Please take notice that payment or payment arrangements are  
needed immediately to maintain service on the account below.*

DATE

THIRD PARTY NAME 1  
THIRD PARTY NAME 2  
THIRD PARTY ADDRESS 2  
THIRD PARTY ADDRESS 1  
CITY, STATE ZIP

Service Address:  
MAIN CUSTOMER PREMISE ADDRESS  
CITY, STATE ZIP

Account ID: XXXXXXXXXXXX

Re: Third-Party Notification of Unpaid Charges for MAIN CUSTOMER NAME

Our records indicate that you asked to be notified whenever the above customer has a past-due bill.

We have mailed a 48-hour notice of service termination to the customer due to failure to pay past-due charges. We may have received payments after mailing this notice; you may want to contact the customer to find out whether payment has been made.

You are not obligated in any way to pay the customer's bill. This notification is for your information. You may call us at 1-800-743-5000 on behalf of the customer so that we can discuss payment options and ways to help.

**Customer Services**



**Gas Sample Form No. 79-1041**  
Notice of Bill Guarantee Termination

(T)

**Please Refer to Attached  
Sample Form**

Advice Letter No: 3343-G  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



# NOTICE OF BILL GUARANTEE TERMINATION

Notice is hereby given on this date, \_\_\_\_\_ that, I, \_\_\_\_\_ as guarantor under account identification number \_\_\_\_\_, terminate my guarantee of prompt payment of all bills due or to become due for the Utility Service provided to \_\_\_\_\_ (*applicant*) under account identification Number \_\_\_\_\_.

I agree that the guaranty will remain in effect until twenty days after the signed date of this notice of termination. I guarantee the payment of all amounts due for the Utility Service as of the time of the termination of the guaranty.

\_\_\_\_\_  
Print Witness' Name & LAN ID

\_\_\_\_\_  
Print Name of Guarantor

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Office Address of Witness

\_\_\_\_\_  
Date



**Gas Sample Form No. 79-1043**  
Irrevocable Standby Letter of Credit

**Please Refer to Attached  
Sample Form**

Advice Letter No: 3343-G  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



Credit and Records  
Center

P.O. Box 8329  
Stockton, CA 95208

## Irrevocable Standby Letter of Credit Number: \_\_\_\_\_

TO: Pacific Gas and Electric Company  
P. O. Box 8329  
Stockton, CA 95208

Gentlemen:

We establish our Irrevocable Standby Letter of Credit No. \_\_\_\_\_  
Dated \_\_\_\_\_ in your favor for the account of  
\_\_\_\_\_ up to the aggregate total of \$ \_\_\_\_\_ for all charges,  
bills, statements, non-energy charges, unauthorized use or other supplementary billings due to  
initial under billing, or any other account, obligation, or claim owed to PG&E. We shall pay your  
drafts at sight drawn, and accompanied by the following documentation only:

1. PG&E's signed statement stating that outstanding bills have not been paid.
2. Credit available by payment at the office of:

\_\_\_\_\_  
(Bank Name and Address)

Cancellation is subject to 90 days written notification. If written notification is not received 90 days prior to the expiration date, this Irrevocable Standby Letter of Credit will be automatically renewed each year for an additional twelve (12) calendar months. Notification must be mailed to PG&E, Attention: Financial Analyst, P.O. Box 8329, Stockton, CA 95208.

Drafts drawn and negotiated under this Letter Of Credit must be endorsed hereon, and must bear the clause: "Drawn under \_\_\_\_\_  
(Bank Name)"

Bank Letter of Credit No. \_\_\_\_\_ dated \_\_\_\_\_.  
We hereby engage with Bona Fide Holders that drafts drawn strictly in compliance with the terms of this credit shall meet with due honor presentation to the drawee bank. This credit is subject to the International Standby Practices, referred to as ISP 98."

\_\_\_\_\_  
A California Corporation Bank

BY: \_\_\_\_\_  
Authorized Signature (**Must be Notarized**)

\_\_\_\_\_  
Authorized Title



**Gas Sample Form No. 79-1049** (T)  
Agreement to Install Applicant Requested Common Special Facilities - Gas and  
Electric Rule 2

**Please Refer to Attached**  
Sample Form

Advice Letter No: 3343-G  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



# AGREEMENT TO INSTALL APPLICANT REQUESTED COMMON SPECIAL FACILITIES - GAS AND ELECTRIC RULE 2

DISTRIBUTION:

- Applicant (Original)
- Division (Original)
- CRT
- CC&C
- Tariffs Interpretations

REFERENCE:

Notification: \_\_\_\_\_  
 E2D-PM#: \_\_\_\_\_  
 Customer #: \_\_\_\_\_  
 Billing Doc#: \_\_\_\_\_  
 Date Ready for Svc: \_\_\_\_\_

At the request of (Applicant), **Pacific Gas and Electric Company (PG&E)**, hereby agrees, as an accommodation, to install at the Applicant's expense and within a reasonable time, Facilities (described in paragraph 1 herein) that are in addition to or in substitution for PG&E's standard facilities.

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

1. The location and requested work are described as follows: (Describe in detail the materials and facilities to be furnished and/or work to be performed by PG&E. If more space is required, use other side and attach any necessary drawings as Exhibits):

LOCATION:

\_\_\_\_\_

DESCRIPTION OF FACILITIES:

\_\_\_\_\_

2. Applicant shall pay to PG&E, promptly upon demand by PG&E prior to construction, the additional cost over and above the standard equipment installation. In addition, Applicant shall pay for the ongoing maintenance and operation of that equipment through an Equivalent One Time Cost of Ownership payment which is the present worth of the monthly Cost of Ownership as specified in Electric and Gas Rule 2. The total costs are summarized as follows:

1. Special Facilities Additional Cost	_____
2. Equivalent One Time Cost of Ownership	_____
3. Facilities Rearrangement Cost	_____
4. Income Tax Component of Contribution (ITCC) for Costs 1, 3, 5 and 7 <sup>(1)</sup>	_____
5. CPUC D.04-05-055 Line Extension Costs (PMC)	_____
6. Items not subject to ITCC	_____
7. Credit for Applicant provided work	_____
<b>TOTAL DUE</b>	_____

<sup>1</sup> The IRS taxes all contributions made by an applicant requesting utility service that benefits the applicant. Thus, PG&E collects from the applicant both the contribution and the income tax on that contribution at the rate shown in the Preliminary Statements of the Tariffs.

## AGREEMENT TO INSTALL APPLICANT REQUESTED COMMON SPECIAL FACILITIES - GAS AND ELECTRIC RULE 2

3. Applicant shall indemnify and hold harmless PG&E, its officers, agents and employees, against all loss, damage, expense and liability resulting from injury to or death of any person, including but not limited to, employees of PG&E, Applicant or any third party, or for the loss, destruction or damage to property, including, but not limited to property of PG&E, Applicant or any third party, arising out of or in any way connected with the performance of this agreement, however caused, except to the extent caused by the active negligence or willful misconduct of PG&E, its officers, agents and employees. Applicant will, on PG&E's request, defend any suit asserting a claim covered by this indemnity. Applicant will pay all costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorneys' fees.
4. Whenever part or all of the requested work is to be furnished or performed upon property other than that of Applicant, Applicant shall first procure from such owners all necessary rights-of-way and/or permits in a form satisfactory to PG&E and without cost to it.
5. Where it is necessary to install Special Facilities on Applicant's premises, Applicant hereby grants to PG&E:
  - (a) the right to make such installation on Applicant's premises along the shortest practical route thereon and of sufficient width to provide legal clearance from all structures now or hereafter erected on Applicant's premises for any facilities of PG&E; and ,
  - (b) the right of ingress to and egress from Applicant's premises at all reasonable hours for any purposes reasonably connected with the operation and maintenance of the Special Facilities.
6. As provided in PG&E's applicable Electric Rule 14 or Gas Rules 14 and 21, Applicant understands that PG&E does not guarantee electric or gas service to be free from outages, interruptions, or curtailments and that the charges for the Special Facilities represent the additional cost associated with providing the Special Facilities rather than for a guaranteed level of service or reliability.
7. Upon request of the customer and at the option of PG&E, gas will be delivered at a pressure higher than standard delivery pressure where such higher pressure is available from existing facilities. PG&E, however, retains the right to decrease at any time the higher delivery pressure, as per Rule 2, incorporated into this agreement by reference.

Upon completion of requested work, ownership shall vest in PG&E.



# AGREEMENT TO INSTALL APPLICANT REQUESTED COMMON SPECIAL FACILITIES - GAS AND ELECTRIC RULE 2

Executed this \_\_\_\_\_ day of \_\_\_\_\_/

This agreement is effective when accepted and executed by PG&E.

## PACIFIC GAS AND ELECTRIC COMPANY

\_\_\_\_\_  
Customer/Company

\_\_\_\_\_

\_\_\_\_\_  
Authorized by (Print)

\_\_\_\_\_  
Authorized by (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

*This agreement at all times shall be subject to such modifications as the California Public Utilities Commission (CPUC) may direct from time to time in the exercise of its jurisdiction.*

Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Gas Sample Form No. 79-1089**  
Independent Storage Providers (ISP) - PG&E Exchange Agreement

(T)

**Please Refer to Attached  
Sample Form**

Advice Letter No: 3343-G  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_

## INDEPENDENT STORAGE PROVIDERS (ISP) - PG&E EXCHANGE AGREEMENT

This Exchange Agreement (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Pacific Gas and Electric Company (“PG&E”), a California corporation, and \_\_\_\_\_ (“ISP”), a \_\_\_\_\_ (entity type). PG&E and ISP shall also be hereinafter referred to individually as a “Party” and jointly as the “Parties.”

### 1. OVERVIEW OF EXCHANGE SERVICE

#### 1.1. Exchange Service and the Exchange Agreement

This Exchange Agreement sets forth the procedures and requirements for PG&E to provide gas service to a PG&E customer using the facilities of an ISP (“Exchange Service”). This service was approved by the CPUC in Decision No. 06-09-039. The PG&E customer must, at its own cost, build a service or delivery line to a PG&E meter facility, which in turn is directly connected to the ISP, establishing a customer-PG&E-ISP service interconnection. Using the ISP-PG&E Exchange Service, gas will then be received or delivered through this interconnection and, by exchange, delivered or received by PG&E at a pre-existing ISP-PG&E interconnection. Absent the availability of the Exchange Service, this customer would obtain service directly from PG&E in accordance with PG&E’s tariffs.

The ISP will receive an Exchange Fee for providing this service, paid by the PG&E customer to PG&E, and then paid by PG&E to the ISP. This Exchange Fee and charges are described in Section 3.4. The customer will take service from PG&E under Schedule G-ESISP, “Exchange Service through ISP Facilities.” The customer, PG&E and the ISP will all sign the G-ESISP Service Agreement (“Service Agreement”) that activates Exchange Service for that customer. As part of the Service Agreement, all parties will confirm that the other agreements necessary to provide this Exchange Service have been signed.

#### 1.2. PG&E Customers Eligible for Exchange Service

The following PG&E customers are eligible for Exchange Service (“Exchange Service Customer”):

- (a) A PG&E noncore or electric generator end-use customer (“End-Use Customer”) who qualify for service under PG&E’s Schedule G-ESISP, “Exchange Service through ISP Facilities.” Other PG&E end-use customers are not eligible.
- (b) A California gas producer (“California Producer” or “Producer”), as defined by PG&E’s gas Rule 1, which includes a gathering system operator acting on the Producer’s behalf, and who qualify for service under PG&E’s Schedule G-ESISP.

## ISP-PG&E EXCHANGE AGREEMENT

- (c) Any PG&E customer that is already connected to the ISP by a customer-owned pipeline.

### 2. EFFECTIVE DATE AND TERM

#### 2.1. Effective Date

The effective date of this Exchange Agreement shall be the first day of the month following the date this Agreement has been signed by both Parties.

#### 2.2. Term

Upon execution, the Exchange Agreement will be of indefinite term, and can only be terminated by (a) breach of this Agreement by one of the Parties, (b) governmental action pursuant to Section 5.4, below, or (c) approval of the CPUC.

### 3. EXCHANGE SERVICE PROVISIONS

#### 3.1. Notice of Customer Expression of Intent

PG&E and the ISP will notify each other if either has entered into discussions with a potential Exchange Service Customer and there is a written, mutual expression of such intent by the Customer to receive Exchange Service. Such notification must be made in writing within ten (10) business days after the date of the written, mutual expression of intent, and must state the customer's name, its representative and its contact information, including telephone number and E-mail address.

#### 3.2. Approval of New Exchange Service Customers

Both PG&E and the ISP must approve a new interconnection for purposes of providing Exchange Service to a PG&E customer.

Such approvals will not be withheld by PG&E, unless providing Exchange Service to this customer using the ISP interconnection (a) will impair the integrity of the system or operation of the PG&E pipeline system or ISP storage facilities, (b) reduce the service reliability to other PG&E customers, or (c) will be inconsistent with the otherwise applicable terms of PG&E service.

The ISP reserves the right to refuse to establish an interconnection for the purpose of providing Exchange Service to a potential Exchange Service Customer.

#### 3.3. Service for an Exchange Service Customer

Exchange Service Customers will take service under PG&E's Schedule G-ESISP. The Customer, PG&E and the ISP will sign the G-ESISP Service

## ISP-PG&E EXCHANGE AGREEMENT

Agreement that specifies the other necessary agreements and obligations of the Parties.

### 3.4. Exchange Fee

PG&E will pay the ISP an Exchange Fee, in dollars per therm, for the Exchange Service pursuant to PG&E's schedule G-ESISP. The total Exchange Fee charges will be the multiplication of the volumetric Exchange Fee times the metered volumes in therms for the Exchange Service Customer. The Exchange Service Customer will pay all the Exchange Fee charges to PG&E. PG&E in turn will pay the ISP this amount less the franchise fees and uncollectible accounts expense (F&U) that PG&E is required to collect as specified in Preliminary Statement, Section C.6 of PG&E's tariffs. To the extent the Exchange Fee is negotiable, the Exchange Service Customer and the ISP must agree on the fee to be charged at any point in time. This negotiated Exchange Fee will be specified in the G-ESISP Service Agreement.

### 3.5. Operational and Balancing Requirements

This Exchange Agreement and the provision of Exchange Service hereunder shall not modify in any way the rights and obligations of the Parties, including daily balancing, under any preexisting PG&E-ISP Operational Balancing Agreement(s) (OBA). As needed to meet its obligations under the OBA, the ISP shall provide storage service for balancing to Exchange Service Customers.

Nominations and scheduling of gas by an Exchange Service Customer must remain in compliance with PG&E's tariffs. For the purposes of administering the OBA, PG&E will add the net of all Exchange Service Customer scheduled volumes to the net of the nominations to the ISP and thereby arrive at the scheduled amount at the PG&E-ISP interconnection point for the gas day. PG&E will confirm these numbers to the ISP scheduler as a normal part of the scheduling process.

In no case may the ISP be allowed to transport gas on behalf of Exchange Service Customers via the subject interconnections other than pursuant to those transactions that are scheduled by PG&E and subject to PG&E tariffs.

### 3.6. Gas Quality

The ISP and the Exchange Service End-use Customer will agree on gas quality standards. The gas quality agreement can be separate or combined with the storage services agreement. The ISP or the Customer will provide PG&E a copy of such agreement, or the relevant gas quality section of a combined agreement, within ten (10) days of its signing.

## ISP-PG&E EXCHANGE AGREEMENT

### 3.7. Storage Services from the ISP

A PG&E Exchange Service Customer will have the opportunity to contract with the ISP for storage services, beyond those required for balancing as specified in Section 3.5. The Customer and the ISP will make these additional arrangements, which are separate and distinct from the Exchange Service being provided hereunder.

### 3.8. Title, Control and Possession of Gas

Upon exchange, title, control and possession of all gas exchanged by PG&E and the ISP pursuant to this Agreement will be pursuant to each Party's tariffs and agreements.

## 4. EXCHANGE SERVICE FACILITIES

### 4.1. Metering and Interconnection Facilities

A PG&E Exchange Service Customer will connect to a PG&E-owned metering facility that is then connected to the ISP facilities.

All pipeline and appurtenant facilities needed to connect the Exchange Service Customer to PG&E's meter facility and for PG&E to provide gas service to the Customer will be constructed, owned and maintained by the Exchange Service Customer at its expense.

PG&E will be responsible for designing, installing, operating and maintaining the metering facilities, pursuant to its applicable tariffs. In addition to the meter, the metering facilities may include gas quality measurement, regulation and communication equipment. Pressure regulation between a California Producer and the ISP will be the responsibility of either the ISP or the Producer, not PG&E.

The ISP will have the right to receive contemporaneous meter readings and gas quality data from the PG&E-owned metering facilities. Exchange Service Customers will be required to approve this sharing of data related to their service. The ISP will provide and maintain the communication equipment needed to transmit this data from the PG&E meter facility to the ISP.

The ISP will be responsible for constructing, owning and maintaining the interconnection tap between its pipeline and PG&E's meter facility.

### 4.2. Condition and Safety of Facilities

Both the ISP and PG&E will meet their statutory and regulatory obligations to maintain, inspect and operate their respective facilities used to provide the Exchange Service in a manner consistent with all applicable federal and state safety and pipeline integrity regulations under federal and state law.

## ISP-PG&E EXCHANGE AGREEMENT

### 4.3. No ISP Facilities on Customer Side of PG&E Meter

The ISP will not expand its system by constructing, acquiring, leasing or otherwise owning by any means, any facilities on the Exchange Service Customer's side of the PG&E meter. Nothing herein is intended to restrict the ability of the ISP to expand or modify its storage facilities on the ISP's side of the PG&E meter, consistent with applicable legal requirements.

## 5. REGULATORY

### 5.1. Applicable Laws, Orders, Rules and Regulations

This Agreement is subject to all valid applicable local, state and federal laws, orders, rules, and regulations of any governmental body, agency, or official having jurisdiction. Nothing in this Agreement shall be interpreted to require either Party to take any action that would be inconsistent with its applicable tariffs or violate any governmental regulation or authority.

### 5.2. Hinshaw Exemption

PG&E shall not be required to take any action hereunder, including but not limited to entering into any contracts with shippers or other parties transporting gas to or from the ISP's facilities at the PG&E-ISP interconnection point, which, in PG&E's judgment, may jeopardize PG&E's retention of its "Hinshaw Exemption" under the Natural Gas Act.

### 5.3. Jurisdiction of the FERC

The ISP shall not be required to take any action hereunder, including, but not limited to, entering into contracts with shippers or other parties transporting gas on PG&E's facilities, which, in the ISP's judgment, may cause the ISP to be subject to the jurisdiction of the FERC.

### 5.4. Governmental Action

Notwithstanding any other provisions of this Agreement, if at any time during the term hereof, any court or governmental authority having jurisdiction shall propose to take any action whereby either Party's delivery, receipt, and/or use of gas hereunder shall be proscribed or subjected to terms, conditions, regulations, restraints, or limits that in the reasonable judgment of that Party prevents it from (a) obtaining the benefit of its bargain hereunder or (b) acting in a reasonable manner to fulfill the terms of this Agreement, such Party shall forthwith notify the other Party, including full particulars of the action proposed to be taken, in order to give that Party the opportunity to intervene or protest such action being taken.

If such court or governmental authority nevertheless takes any such action that, in the reasonable judgment of the Party that is directly affected by that action, prevents it from (a) obtaining the benefit of its bargain hereunder or

## ISP-PG&E EXCHANGE AGREEMENT

(b) acting in a reasonable manner to fulfill the terms of this Agreement, such Party shall have the unilateral right to terminate this Agreement at any time upon twelve (12) months written notice, unless the circumstances reasonably support a shortened time period to terminate, by written notice to the other Party, without further liability hereunder, except as to redelivery of any outstanding gas imbalances and payment of any outstanding Exchange Fee charges. Prior to exercising such right of termination, both Parties herein shall enter into good faith negotiations in an effort to reach mutual agreement to modify this Agreement as reasonably required in order to avoid such termination.

### 5.5. Existing and Additional Facilities

Nothing herein shall be construed as a dedication by either Party of its respective facilities to the other Party. Further, nothing herein shall obligate either Party to construct any additional facilities (including measuring facilities) or to modify any existing facilities to provide for the receipt or delivery of gas. Any new facilities or necessary modifications for either receipt or delivery of gas at the interconnection point between PG&E and the ISP shall be addressed separately.

## 6. INDEMNIFICATION

Notwithstanding the provisions of Section 9 hereof, each Party (“Indemnifying Party”) agrees to protect, defend and indemnify the other Party, its officers, directors, employees, attorneys and agents (collectively, the “Indemnified Party”) against, and hold the Indemnified Party harmless from, any and all obligations, losses, claims, actions (including remedial or enforcement actions of any kind and administrative or judicial proceedings, suits, orders or judgments), causes of action, liabilities, penalties, damages, including liability resulting from injury to or death of any person and loss of or damage to any property or to natural resources, or from any violation of any local, state, or federal law or regulation, including but not limited to environmental laws or regulations, or from strict liability posed by any law or regulation; or costs and expenses (including reasonable attorneys’ and consultants’ fees and expenses) (collectively, “Claims”), arising out of, or related to, or in any way connected with and caused by the Indemnifying Party’s negligence, willful misconduct, or criminal misconduct in the performance of or failure to perform this Agreement. As to such claims as may be caused in part by the negligence, willful misconduct, or criminal misconduct of the Indemnified Party, the Indemnifying Party will indemnify the Indemnified Party only to the extent of the contributory negligence of the Indemnifying Party. The Indemnifying Party shall pay all costs that may be incurred by the other Party in enforcing this indemnity obligation, including all reasonable attorneys’ fees. The indemnification provisions of this Exchange

## ISP-PG&E EXCHANGE AGREEMENT

Agreement are not intended to create or alter any rights or claims of any third parties, or any obligations, responsibilities or liabilities the Parties may have to any third parties.

### 7. ASSIGNMENT

This Exchange Agreement shall be binding upon and inure to the benefit of each of the Parties and their respective successors and assigns; provided, however, that no Party may assign or transfer this Agreement or any part thereof, or any right or obligation hereunder, without the written consent of the other Party, which may not be unreasonably withheld. Any such assignment which requires written consent hereunder, but which is made without such written consent, shall be null and void. Notwithstanding the above, any assignment of the entire interest and obligations of the assigning Party may be made to a parent or affiliate of such assigning Party, or to an entity succeeding to all or substantially all of the business properties and assets of the assigning Party, following written notice to the other Party.

### 8. FORCE MAJEURE

In the event either Party is rendered unable, wholly or in part, by *force majeure* (as defined below) to carry out its respective obligations under this Exchange Agreement, it is agreed that, upon such Party giving notice and reasonably full particulars of such *force majeure* in writing (by telecopy, FAX or E-mail) or by telephone (and confirmed in writing within seventy-two [72] hours), to the other Party within a reasonable time after the occurrence of the cause relied on, then the obligations of the Party giving such notice, so far as they are affected by such *force majeure*, shall be suspended during the continuance of the effects of the cause, and the Party subject to such cause shall remedy it so far as possible with all reasonable dispatch.

The term "*force majeure*," as employed herein, shall mean an event or events beyond the reasonable control of a Party and which could not be avoided by the exercise of due diligence by the party claiming *force majeure* and shall include, but not be limited to, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, terrorism, and civil disturbances. Failure of an administrative agency to authorize recovery of costs shall not constitute *force majeure*. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the Party having the difficulty, and the above requirement that any *force majeure* shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of the opposing Party or others when such course is inadvisable in the discretion of the Party having the difficulty.

## ISP-PG&E EXCHANGE AGREEMENT

### 9. DISPUTE RESOLUTION

#### 9.1. Remedies for Nonperformance, Breach or Other Default

Each Party agrees that its sole remedies for nonperformance, breach or other default by the other Party in the performance of its obligations under this Agreement shall be as specified in this Agreement. Both Parties agree to use commercially reasonable efforts and actions to correct any such nonperformance, breach or default in a timely manner.

#### 9.2. Meet and Confer Obligation

Within thirty (30) days of written notice from either Party to the other that there is a dispute, claim, or need for interpretation arising out of or relating to this Exchange Agreement, the Parties shall meet and attempt to reach an amicable settlement by management-level negotiation. If the matter is not resolved within thirty (30) days of such meeting, the matter shall be resolved in the manner set forth in Section 9.3 and 9.4, which shall be in lieu of litigation before any regulatory agency or state or federal courts.

#### 9.3. Non-binding Mediation

Upon agreement by the Parties, the Parties may attempt to resolve their dispute through non-binding mediation utilizing a mutually agreed upon mediator. The Parties may establish ground rules for the mediation at least fourteen (14) days in advance of the mediation meeting. The mediation shall be held in San Francisco, California and shall commence within thirty (30) days of the parties' agreement to participate in the mediation. An officer for each Party shall participate therein. Each Party shall bear its own mediation costs. The costs and expenses of the mediator shall be divided equally between the Parties.

#### 9.4. Binding Arbitration

If no settlement is reached as a result of the procedures prescribed in Section 9.3, the matter, other than those tariff and service matters that must be resolved solely before the CPUC, shall be submitted to binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association (AAA) including any rules for expedition of the hearing process); provided, however, such rules shall be modified as necessary to reflect the following:

- (a) Unless the Parties otherwise agree, the arbitration panel shall be composed of three persons. Each Party shall nominate one arbitrator, and the two arbitrators so appointed shall appoint a third, who shall act as the presiding arbitrator or chair of the panel. Such third arbitrator shall have at least 10 years experience as a lawyer or lawyer and judge and shall have significant experience in the natural gas pipeline industry. If either Party fails to nominate

## ISP-PG&E EXCHANGE AGREEMENT

an arbitrator within thirty (30) days of receiving notice of the nomination of an arbitrator by the other Party, such (second) arbitrator shall be appointed by the AAA at the request of the first Party. If the two arbitrators so selected fail to select a third presiding arbitrator, the third arbitrator shall be appointed by the AAA. Should a vacancy occur on the panel, it shall be filled by the method by which that arbitrator was originally selected.

- (b) The arbitration shall be held at a location to be agreed by the Parties, or, failing such an agreement, at San Francisco, California.
- (c) The arbitrators shall hold a preliminary meeting with the Parties within thirty (30) days of the appointment of the third arbitrator for the purpose of determining or clarifying the issues to be decided in the arbitration, the specified procedures to be followed, and the schedule for briefing and/or hearings. The arbitrators shall hold a hearing and, within sixty (60) days of the matter having been submitted for decision shall issue a written decision and include findings of fact and conclusions of law.
- (d) Such decision shall thereafter be deemed to be part of this Agreement and incorporated by reference herein.
- (e) Pending such decision, the Parties shall continue to operate under the Agreement; however, the decision by the arbitrators should consider specifically the appropriateness of retroactive adjustments to the date the dispute first arose.
- (f) The United States District Court for the Northern District of California or the Superior Court of the State of California in and for the City and County of San Francisco may enter judgment upon the panel's decision, either by confirming the decision or by vacating, modifying, or correcting the decision. The Court may vacate, modify, or correct any such decision only: (i) if there exists any of the grounds therefore referred to in the United States Arbitration Act, or (ii) to the extent that the panel's conclusions of law are erroneous.
- (g) The cost of the arbitrator appointed by or for the ISP shall be paid for by the ISP; the cost of the arbitrator appointed by or for PG&E shall be paid for by PG&E; and the cost of the third arbitrator and any attendant cost shall be borne equally by the Parties.
- (h) Neither Party shall be assessed any punitive damages.
- (i) In the event it is necessary to enforce an arbitration award, all costs of enforcement, including reasonable attorney fees (for in-house and outside counsel), shall be payable to the prevailing Party.

### 9.5. Choice of Law

The resolution of disputes subject to this Section shall be governed by, and the arbitrators shall render their decision in accordance with, the substantive laws of the State of California, without regard to its choice of law rules.

## ISP-PG&E EXCHANGE AGREEMENT

### 10. NOTICES AND OTHER CORRESPONDENCE

#### 10.1. Mailing Addresses

Any notice, request, demand, or statement provided for in this Exchange Agreement shall be in writing and deemed given when deposited in the United States mail, postage prepaid, directed to the post office address of the Parties as follows:

*[ISP and PG&E CONTACT INFORMATION*

*ADDRESS*

*TELEPHONE*

*FAX ATTN:*

*E-MAIL]*

#### 10.2. Changes In Contact Information

Either Party may from time-to-time change or designate another address, or telephone or facsimile number for such purposes upon thirty (30) calendar days prior written notice by the Party requesting such change.

#### 10.3. Electronic Communications

Notices, requests, and demands may also be delivered by facsimile or other electronic transmittal provided that such facsimile or electronically conveyed notice, request or demand is confirmed in writing delivered as provided in paragraph 10.1 within three (3) business Days of receipt of facsimile or other electronic notice. Notices regarding routine operations may be exclusively communicated by facsimile or other electronic means. All nominations and confirmations may be communicated by facsimile or via electronic data exchange when such systems are operational.

### 11. OTHER PROVISIONS

#### 11.1. Waiver

No consent, waiver, or acquiescence, expressed or implied, by either Party of any breach or default by the other Party in the performance of its obligations hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance of any such obligation or any other obligation of the other Party. Failure on the part of either Party to complain of any act or failure to act by the other Party or to declare the other Party in default, regardless of how long such failure continues, shall not constitute a waiver by such Party of any of its rights hereunder.

## ISP-PG&E EXCHANGE AGREEMENT

### 11.2. California Law

THIS AGREEMENT AND THE OBLIGATION OF THE PARTIES HEREUNDER SHALL BE INTERPRETED, CONSTRUED AND CONTROLLED BY THE LAWS OF THE STATE OF CALIFORNIA.

### 11.3. Ambiguities or Uncertainties

This Agreement was jointly negotiated, and any ambiguities or uncertainties in the wording of this Agreement shall not be construed for or against either Party, but shall be construed in a manner which most accurately reflects the intent of the Parties when this Agreement was executed.

### 11.4. Modification or Amendment

This Agreement may be modified or amended only by an instrument in writing executed by both Parties hereto.

### 11.5. Further Assurances

Each Party shall do all necessary acts and make, execute, and deliver such written instruments as shall from time to time be reasonably necessary to carry out the terms of this Agreement.

### 11.6. Phrasing

Whenever the context may require, the singular form of nouns, pronouns and verbs shall include the plural and vice versa.

### 11.7. Headings

The descriptive headings of all paragraphs of this Agreement are formulated and used for convenience only and shall not be deemed to affect the meaning or construction of any such paragraphs.

### 11.8. Severability

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of that prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of that provision in any other jurisdiction.

### 11.9. PG&E's Gas Tariffs

PG&E's Gas Tariffs, as approved by the CPUC and subject to any subsequent changes or revisions, are by reference made a part hereof.



## ISP-PG&E EXCHANGE AGREEMENT

### 11.10. Intention of Agreement

This Agreement is intended solely for the benefit of the Parties and their permitted successors and assigns and, except as may be specifically set forth herein, is not intended to and shall not confer rights or benefits upon any other party.

IN WITNESS WHEREOF, the Parties have, through their duly authorized officers or employees, executed this Agreement as of the date herein above written.

PACIFIC GAS AND ELECTRIC COMPANY

By: \_\_\_\_\_

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

(ISP)

By: \_\_\_\_\_

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



**Gas Sample Form No. 79-1090**  
G-ESISP Service Agreement

**Please Refer to Attached  
Sample Form**

Advice Letter No: 3343-G  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



# G-ESISP SERVICE AGREEMENT

This G-ESISP Service Agreement is made by and between Pacific Gas and Electric Company (PG&E), a California Corporation, and \_\_\_\_\_ (Independent Storage Provider (ISP)), a(n) \_\_\_\_\_ and \_\_\_\_\_ (Customer), a(n) \_\_\_\_\_, (together referenced as "Parties").

Service Street: \_\_\_\_\_

Service City, State and Zip: \_\_\_\_\_

PG&E Service Point #: \_\_\_\_\_

NGSA Trans ID or CPBA Contract #: \_\_\_\_\_

1. PG&E will provide Exchange Service to the Customer per the provisions of Schedule G-ESISP.
2. The ISP agrees to interconnect with PG&E's metering facility in order to serve Customer.
3. Customer has built a pipeline from its facility that is interconnected with PG&E's metering facility.
4. Customer and the ISP agree to an Exchange Fee, as specified in Exhibit A to this Agreement, that applies to each therm of gas delivered to Customer or accepted from Customer through the PG&E metering facility that connects with Customer and the ISP facilities. Changes to the Exchange Fee must be agreed to by the ISP and Customer signing a new Exhibit A, and providing a copy to PG&E so it can effectuate the billing change.
5. Customer agrees to pay the Exchange Fee charges to PG&E per the billing, payment and collection provisions of PG&E's tariffs. PG&E agrees to pay the ISP the same Exchange Fee charges excluding PG&E's Franchise Fees and Uncollectibles.
6. For a Noncore End-Use Customer, Customer has signed a Natural Gas Service Agreement (NGSA) (Form 79-756) that includes service under Schedules G-NT or G-EG, as appropriate. For a California gas producer, Customer has signed a California Production Balancing Agreement (CPBA) (Gas Form 79-944), and signed any other agreement required for interconnecting with PG&E.
7. The ISP will use its storage services to provide the necessary balancing service for Customer. The ISP and Customer have signed an agreement for this service, including the charges.
8. The Customer or the ISP has provided or will provide PG&E a copy of its gas quality agreement, or of that section of the storage services agreement related to gas quality, with Customer within ten (10) days of signing.
9. Customer agrees that PG&E can share contemporaneously the Customer's metering and gas quality data with the ISP. The metering data will be provided to the ISP at the PG&E metering facility location.
10. The Effective Date of this agreement is the date that it has been signed by all Parties.

## G-ESISP SERVICE AGREEMENT

11. There is no specific termination date for this agreement. Service under G-ESISP will terminate if the ISP-PG&E Exchange Agreement between the ISP and PG&E is terminated, if service to Customer is terminated pursuant to the provisions of either PG&E's or the ISP's tariffs and agreements with Customer, or if Customer is not in compliance with the requirements of this Service Agreement. Once Exchange Service to Customer is terminated by either PG&E or the ISP, it will be considered terminated by the other, including all applicable agreements with the Customer. However, PG&E, the ISP and Customer will engage in a good-faith dispute resolution process upon request by one of the parties. The dispute resolution process is not required to occur prior to termination.
12. This agreement shall at all times be subject to such changes or modifications as approved by the California Public Utilities Commission.

**AGREED TO BY:**

<u>For Customer</u>	<u>For ISP</u>
(Signature)	(Signature)
Name of Authorized Representative (Please print or type)	Name of Authorized Representative (Please print or type)
(Title)	(Title)
(Signature Date)	(Signature Date)

**For PG&E**

(Signature)

Name of Authorized Representative  
(Please print or type)

(Title)

(Signature Date)

Attachment: Exhibit A – Exchange Fee



## G-ESISP SERVICE AGREEMENT EXHIBIT A – EXCHANGE FEE

Customer Name:

\_\_\_\_\_

NGSA Trans. ID or CPBA Contract #:

\_\_\_\_\_

The Exchange Fee for G-ESISP service is \$\_\_\_\_\_ per therm, effective  
\_\_\_\_\_ (date).

A copy of this Exhibit A must be provided to PG&E before this Exchange Fee can be billed to Customer and remitted to the Independent Storage Provider (ISP).

This Exchange Fee is of indefinite term and can only be changed by a newly signed Exhibit A.

**For Customer**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Name of Authorized Representative  
(Please print or type)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature Date)

**For ISP**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Name of Authorized Representative  
(Please print or type)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature Date)



**Gas Sample Form No. 79-1091**  
G-ESISP Service Relocation Agreement

**Please Refer to Attached  
Sample Form**

Advice Letter No: 3343-G  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



# G-ESISP SERVICE RELOCATION AGREEMENT

This G-ESISP Service Relocation Agreement is made by and between Pacific Gas and Electric Company (PG&E) a California Corporation, and

\_\_\_\_\_ (Customer), a(n)

\_\_\_\_\_, is to address the situation if Exchange

Service is terminated under a G-ESISP Service Agreement at the location(s) specified below.

Service Street: \_\_\_\_\_

Service City, State and Zip Code: \_\_\_\_\_

PG&E Service Point #: \_\_\_\_\_

NGSA Trans. ID or CPBA Contract #: \_\_\_\_\_

1. Should the use of the ISP facilities for Exchange Service be terminated for Customer or PG&E for any reason, or should the ISP or Customer facilities become, in PG&E's opinion, unsafe or unsuitable for service pursuant to good utility practice, PG&E will continue to provide service to Customer from a different location, if Customer wants to continue to receive service. In such circumstances:
  - a. PG&E will relocate the point of service upon request, provided suitable rights of way are available, and Customer first pays to PG&E the cost of such relocation, as estimated by PG&E, per PG&E's applicable tariffs; and
  - b. PG&E is hereby absolved of and from any and all liability to Customer for, and Customer shall indemnify PG&E, its officers, agents and employees against, any and all damage, whether to person or property or due to financial injury, including but not limited to financial injury from interruption to Customer's business operations, which Customer or any third party may suffer by reason of, or in any way connected with such discontinuance of service; and
  - c. Customer shall hold harmless PG&E, its officers, agents, and employees, from and indemnify them against any liability, claim, or loss from damage to any property or injury to or death of any person or persons in any way arising from or connected with the service facilities owned by ISP or Customer, as the case may be, and used by Customer to receive service hereunder, and PG&E has no obligation with respect to the operation or maintenance thereof.
2. This agreement will not terminate if the G-ESISP Service Agreement is terminated.
3. This agreement shall at all times be subject to PG&E's tariffs, and such changes or modifications as approved by the California Public Utilities Commission.

## G-ESISP SERVICE RELOCATION AGREEMENT

AGREED TO BY:

For Customer

For PG&E

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Name of Authorized Representative  
(Please print or type)

\_\_\_\_\_  
Name of Authorized Representative  
(Please print or type)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature Date)

\_\_\_\_\_  
(Signature Date)



**Gas Sample Form No. 79-1132** Sheet 1

CALIFORNIA GAS TRANSMISSION -- Request for Manual Modification Process for (T)  
 Independent Storage Provider (ISP) Injection  
 (Per Gas Rule 21, B.3.i) (T)

Please Refer to Attached  
 Sample Form

Advice Letter No: 3343-G  
 Decision No. 11-05-018

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

Date Filed November 15, 2012  
 Effective November 15, 2012  
 Resolution No. \_\_\_\_\_

## CALIFORNIA GAS TRANSMISSION

### Request for Manual Modification Process for Independent Storage Provider (ISP) Injection (Per Gas Rule 21, B.3.i)

**This template must be completed in its entirety including approval (either electronically or by verbal proxy) by both the customer and the ISP and e-mailed to PG&E.**

This paperwork is for a nomination adjustment of \_\_\_\_\_ Dth.

For ISP Storage injections under this program, an existing nomination from a PG&E CG pool to a NGSA (end user) must be reduced and the same volume moved to the ISP's Storage Exhibit.

**To be completed by Customer:**

PG&E Nomination to NGSA to be reduced:

Customer Code	
Gas Day	
Source ID	CG____N
Receipt Point	CTYG
Package	
Destination ID	
Delivery Point	CTYG
Transportation Exhibit	N/A
ID2 Scheduled Delivered Volume (Dth)	
Final Scheduled Delivered Volume (Dth) *	

*\*Due to EPSQ, the Final Scheduled Delivered Volume must be at least 50% of the ID2 Scheduled Delivered Volume.*

Nomination adjustment to move volume to ISP Storage:

Buyer Customer Code (ISP)	
Seller Customer Code	
Gas Day	
Source ID	CG____N
Receipt Point	CTYG
Package	
Destination ID	
Delivery Point (e.g. WGSF, LDSF, GRSF)	
Transportation Exhibit (MON)	
Delivered Volume (Dth)	

## CALIFORNIA GAS TRANSMISSION

### Request for Manual Modification Process for Independent Storage Provider (ISP) Injection (Per Gas Rule 21, B.3.i)

The reason for this Request for Manual Modification Process for injection is due to:

- Unplanned facility usage reduction
- Other. Please describe: \_\_\_\_\_

#### **Customer Approval**

Customer Company Name	
Name of Customer who executed deal	
Customer Representative's Contact Information (e.g. email, phone)	
Customer Approval by either signature or note of verbal concurrence with ISP	

#### **To be completed by ISP:**

This request changes the ISP's Aggregated Injection and Withdrawal Volumes as noted below:

ID2 Scheduled Injection Volume (Dth)	
ID2 Scheduled Withdrawal Volume (Dth)	
ID2 Scheduled Net Volume (Dth) (indicate Inj or WD)	
Final Scheduled Injection Volume (Dth)	
Final Scheduled Withdrawal Volume (Dth)	
Final Scheduled Net Volume (Dth) (indicate Inj or WD)	

I, the ISP, certify the following:

Request for Manual Modification Process Provisions	Yes/No. If No, provide explanation
The ISP will actually inject this volume into the facility (or equivalently reduce withdrawals) prior to the end of the current gas day. This volume will not go to the Daily Imbalance between the ISP and PG&E.	

#### **ISP Approval**

Request Execution Date and Time with PG&E Gas Control	
ISP Name	
Name of Person within ISP who executed deal	
ISP's Contact Information	
ISP Approval	

Once form is completed and approved by both parties, the ISP will send via e-mail to PG&E Gas Scheduling at [pgescheduling@pge.com](mailto:pgescheduling@pge.com) with a CC to customer and BCC to PG&E Gas Control (obtain Sr. TC's address during phone conversation) as soon as possible after the phone call with PG&E Gas Control.



**Gas Sample Form No. 79-1133** Sheet 1  
CALIFORNIA GAS TRANSMISSION -- Request for Manual Modification Process for (T)  
Independent Storage Provider (ISP) Withdrawal  
(Per Gas Rule 21, B.3.i) (T)

Please Refer to Attached  
Sample Form

Advice Letter No: 3343-G  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_

## **CALIFORNIA GAS TRANSMISSION** **Request for Manual Modification Process** **for Independent Storage Provider (ISP) Withdrawal** **(per Gas Rule 21, B.3.i)**

**This template must be completed in its entirety including approval (either electronically or by verbal proxy) by both the customer and the ISP and e-mailed to PG&E.**

This paperwork is for a nomination adjustment of \_\_\_\_\_ Dth to record an ISP Storage Withdrawal going directly to a NGSA (end user).

**To be completed by Customer:**

Buyer Customer Code	
Seller Customer Code (ISP)	
Gas Day	
Source ID	
Receipt Point (e.g. WGSF, LDSF, GRSF)	
Package	
Destination ID	
Delivery Point	CTYG
Transportation Exhibit (MON)	
Delivery Volume (Dth)	

I, the customer, certify the following:

Request for Manual Modification Process Provisions	Yes/No. If No, provide explanation
The destination ID has sufficient MDQ remaining including ID2 scheduled volumes to accommodate this additional delivery.	

The reason for this Request for Manual Modification Process for withdrawal is due to:

- Unplanned facility burn
- ID2 interconnect cut to NGSA
- Other. Please describe: \_\_\_\_\_

**Customer Approval**

Customer Company Name	
Name of Customer who executed deal	
Customer Representative's Contact Information (e.g. e-mail, phone)	
Customer Approval by either signature or verbal concurrence with ISP	

**CALIFORNIA GAS TRANSMISSION**  
**Request for Manual Modification Process**  
**for Independent Storage Provider (ISP) Withdrawal**  
**(per Gas Rule 21, B.3.i)**

**To be completed by ISP:**

This request changes the ISP's Aggregated Injection and Withdrawal Volumes as noted below:

ID2 Scheduled Injection Volume (Dth)	
ID2 Scheduled Withdrawal Volume (Dth)	
ID2 Scheduled Net Volume (Dth) (indicate Inj or WD)	
Final Scheduled Injection Volume (Dth)	
Final Scheduled Withdrawal Volume (Dth)	
Final Scheduled Net Volume (Dth) (indicate Inj or WD)	

I, the ISP, certify the following:

	Yes/No. If No, provide explanation
The ISP will actually withdraw this volume from the facility (or equivalently reduce injections) prior to the end of the current gas day. This volume will not go to the Daily Imbalance between the ISP and PG&E.	

**ISP Approval**

Request Execution Date and Time with PG&E Gas Control	
ISP Name	
Name of Person within ISP who executed deal	
ISP's Contact Information	
ISP Approval	

Once form is completed and approved by both parties, the ISP will send via e-mail to PG&E Gas Scheduling at [pgescheduling@pge.com](mailto:pgescheduling@pge.com) with CC customer and BCC to PG&E Gas Control (obtain Sr. TC's address during phone conversation) as soon as possible after the phone call with PG&E Gas Control.



**Gas Sample Form No. 79-1134**

Sheet 1

PACIFIC GAS AND ELECTRIC COMPANY CALIFORNIA GAS TRANSMISSION -- (T)  
 Request for Manual Modification Process for PG&E Injection  
 (per Gas Rule 21, B.3.i) (T)

Please Refer to Attached  
 Sample Form



**PACIFIC GAS AND ELECTRIC COMPANY  
CALIFORNIA GAS TRANSMISSION**

**Request for Manual Modification Process  
for PG&E Injection  
(per Gas Rule 21, B.3.i)**

The following documents a nomination adjustment of \_\_\_\_\_ Dth to record my PG&E Storage Injection or Park going directly to a PG&E Storage or Park Exhibit.

For PG&E storage injections or parks under this program, an existing nomination from a CG pool to a NGS (end user) needs to be reduced and the volume moved to a PG&E Storage or Park Exhibit.

PG&E Nomination to NGS to be reduced:

Customer Code	
Gas Day	
Source ID	CG____N
Receipt Point	CTYG
Package	
Destination ID	
Delivery Point	CTYG
Transportation Exhibit	N/A
ID2 Scheduled Delivered Volume (Dth)	
Final Scheduled Delivered Volume (Dth)*	

*\*Due to EPSQ, the Final Scheduled Delivered Volume must be at least 50% of the ID2 Scheduled Delivered Volume.*

Nomination adjustment to move volume to PG&E Storage or Park Exhibit:

Customer Code	
Gas Day	
Source ID	CG____N
Receipt Point	CTYG
Package	
Destination ID	
Delivery Point	
Transportation Exhibit (MON)	
Delivered Volume (Dth)	

**PACIFIC GAS AND ELECTRIC COMPANY  
CALIFORNIA GAS TRANSMISSION**

**Request for Manual Modification Process  
for PG&E Injection  
(per Gas Rule 21, B.3.i)**

The Customer identified below requested the transaction as detailed above, and further, by phone, has certified the following to the CGT Sales Representative (also identified below):

Request for Manual Modification Process Provisions	Yes/No. If No, provide explanation
The destination storage or park exhibit has sufficient remaining inventory balance for this additional volume and will not take the exhibit balance above its inventory limit.	

The reason for this Request for Manual Modification Process for injection is due to:

- Unplanned facility reduction
- Other. Please describe: \_\_\_\_\_

**Signatory/Approval**

Customer Company Name	
Name of Customer who executed deal	
Customer Representative's Contact Information (e.g. email, phone)	
PG&E Trader	
Request Execution Date and Time	

Distribution:

E-mail to PG&E Gas Scheduling: [pgescheduling@pge.com](mailto:pgescheduling@pge.com); Cc: Customer; Bcc: PG&E Gas Control Senior TC



**Gas Sample Form No. 79-1135** Sheet 1

CALIFORNIA GAS TRANSMISSION -- Request for Manual Modification Process for (T)  
PG&E Withdrawal  
(Per Gas Rule 21, B.3.i) (T)

Please Refer to Attached  
Sample Form

## CALIFORNIA GAS TRANSMISSION

### Request for Manual Modification Process for PG&E Withdrawal (per Gas Rule 21, B.3.i)

The following documents a nomination adjustment of \_\_\_\_\_ Dth to record my PG&E Storage Withdrawal or Lend going directly to a NGSA (end user).

Customer Code	
Gas Day	
Source ID	
Receipt Point	
Package	
Destination ID	
Delivery Point	CTYG
Transportation Exhibit (MON)	
Delivery Volume (Dth)	

The Customer identified below requested the transaction as detailed above, and further, by phone, has certified the following to the CGT Sales Representative (also identified below):

Request for Manual Modification Process Provisions:	Yes/No. If No, provide explanation
1. The source storage exhibit has sufficient balance for this withdrawal and will not take the storage balance below zero.	
2. The destination ID has sufficient MDQ remaining including ID2 scheduled volumes to accommodate this additional delivery.	

The reason for this Request for Manual Modification Process for withdrawal is due to:

- Unplanned facility burn
- ID2 interconnect cut to NGSA
- Other. Please describe: \_\_\_\_\_

#### **Signatory/Approval**

Customer Company Name	
Name of Customer who executed deal	
Customer Representative's Contact Information (e.g. e-mail, phone)	
PG&E Trader	
Request Execution Date and Time	

Distribution:

E-mail to PG&E Gas Scheduling: [pgescheduling@pge.com](mailto:pgescheduling@pge.com); Cc: Customer; Bcc: PG&E Gas Control Senior TC



**Gas Sample Form No. 79-1139**  
Notice of Payment Default

Sheet 1

**Please Refer to Attached  
Sample Form**

(Continued)

Advice Letter No: 3343-G  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



# **NOTICE OF PAYMENT DEFAULT** **Please Remit Payment Of The Past-Due Amount**

Date

Customer Name  
Company Name  
Address  
City, State Zip Code

According to Pacific Gas and Electric Company (PG&E) records, (Company Name) has a past-due balance of \$ for California Gas Transmission (CGT) account number \_\_\_\_\_.

PG&E is alerting you of this past-due amount so you may avoid additional interest charges, which are accruing daily to (Company Name's) delinquent balance. Additionally, PG&E's gas Rule 25 Section C.3. b., states, in part,

if a bill issued to a Customer remains unpaid after fifteen (15) days, that Customer is in default and PG&E will issue a notice of payment default. If a bill issued to a Customer is still unpaid seven (7) days after the aforementioned notice of payment default is issued, PG&E may terminate that Customer's GTSA or exhibits to the GTSA, CTA Agreement or exhibits to the CTA Agreement, and/or NBAA or exhibits to the NBAA, without any further notice.

Please remit payment of the past-due amount stated above to PG&E by either ACH, wire or check and be sure to include your above-referenced CGT account number with your payment. If you choose to combine this past-due payment with another payment, please identify each payment's account number and amount. For ACH payments, your account number must be referenced on the addenda to your ACH payment. If paying by wire, you must include your account number in the OBI text box. If paying by check, you must reference your account number on the check and send the payment to the following address:

US Mail / Overnight Mail

Pacific Gas & Electric Company  
ATTENTION: PG&E Payment Processing Center  
Non-CIS Desk  
West Sacramento, CA 95605-1503

Electronic Funds Transfer

CITIBANK NY DD  
ABA #021000089  
For credit to PG&E Depository  
Account number: 30871958

Thank you for your attention to this past-due amount. If you have questions or believe that payment has already been made or this notice has been issued in error, please contact me as soon as possible at (925) 244-3504 or cmh8@pge.com.

Sincerely,  
(Name)



**Gas Sample Form No. 79-1140**  
CTA Unrecovered Capacity Cost Invoice

Sheet 1

**Please Refer to Attached  
Sample Form**

(Continued)

Advice Letter No: 3343-G  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_

# CTA Unrecovered Capacity Cost Invoice

	<b>To:</b> CTA XYZ Address Line 1 City, State Zip Code  Contact: xxxxx Phone: xxxxx Fax: xxxxx e-mail: xxxxx	<b>From:</b> Pacific Gas & Electric Company 77 Beale St. San Francisco, CA 94105  Please reference Invoice Number: xxxxx-xxxx Contact: Janel Reyes Phone: (415) 973-2836 Fax: (415) 972-5797 e-mail: <a href="mailto:j3r9@pge.com">j3r9@pge.com</a>	<b>Remit by Electronic Payment to:</b> Account Name :Pacific Gas and Electric Company Bank Name: The Bank of New York Mellon Account Number: 059994 ABA or Bank ID/Transit No.: 011001234
---	--	--	---

	<u>CTA XYZ</u>			<u>All CTAs</u>							<u>CTA XYZ</u>		
				<u>Capacity Offered at Auction</u>									
	Capacity Offered	Capacity Accepted	Capacity Rejected	Capacity Rejected by All CTAs	Capacity Retained by PG&E CGS <sup>3</sup>	CGS Capacity	CGS Contract Rate	Contract Cost	Revenues from Auction	Credit from CGS	Unrecovered Costs	Rejected Capacity as Percentage of Capacity Rejected by All CTAs	Unrecovered Capacity Cost Responsibility
<u>Pipeline Capacity</u>	(Dth/d) <sup>2</sup>	(Dth/d) <sup>2</sup>	(Dth/d) <sup>2</sup>	(Dth/d) <sup>2</sup>	(Dth/d) <sup>2</sup>	(Dth/d) <sup>2</sup>	(\$/Dth/mo) <sup>2</sup>	(\$/mo)	(\$/mo)	(\$/mo)	(\$/mo)		(\$/mo)
Pipeline AAA	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx
Pipeline BBB	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx
Pipeline CCC	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx
Pipeline DDD	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx
Pipeline EEE	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx
Pipeline FFF	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx
Pipeline GGG	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx
Pipeline HHH	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx
Pipeline III	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx
Subtotal									xxxx	xxxx	xxxx	xxxx	xxxx
<b>Storage Capacity</b>													
Storage Provider	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx
<b>Total Capacity Charges</b>									xxxx	xxxx	xxxx	xxxx	xxxx
<b>Other Charges</b>													xxxx
													xxxx
													xxxx
													xxxx
													xxxx

*Payment Not Received By The Due Date Will Be Subject To The Terms Of Gas Rule 25*

- 1) Invoice amounts for Canadian pipelines are based on the published exchange rate two (2) business days prior to invoice date.
- 2) Capacity amounts are expressed as Dth/d with the exception of Canadian pipelines, which are expressed in GJ/d, and storage capacity, which is expressed in Dth of inventory.
- 3) Refer to gas Rate Schedule G-CT, Sheet 13, which describes a transition period during which PG&E Core Gas Supply (CGS) will take back a declining portion of capacity rejected by CTAs.  
Refer to link for more information: [http://www.pge.com/tariffs/tm2/pdf/GAS\\_SCHS\\_G-CT.pdf](http://www.pge.com/tariffs/tm2/pdf/GAS_SCHS_G-CT.pdf)

HELPFUL TELEPHONE NUMBERS	THIS BILL IS NOW DUE AND PAYABLE
Invoice Questions.....925-244-3531 Assistance is available by telephone during normal business hours.	Please reference your invoice number on any communications regarding your invoice
PG&E – CGT Customer Service.....1-800-343-4743 Option 3	<b>PLEASE REMIT PAYMENT TO:</b>
<b>RULES AND RATES</b>	Account Name: PG&E Account
The full text of PG&E rules and rates is available for inspection upon request.  PG&E's tariffs can be accessed at: <a href="http://www.pge.com/tariffs">www.pge.com/tariffs</a>	For credit to: Pacific Gas and Electric Company Bank Name: CITIBANK N.A. Account Number: 30871958 ABA or Bank ID/Transit Routing No.: 021000089
<b>CURRENT MONTHLY BILL INSERTS</b>	If you have any questions regarding electronic fund transfers, please call the
Customers can access PG&E's current monthly bill inserts at: <a href="http://www.pge.com/billinserts">www.pge.com/billinserts</a>	fuel Settlements Analyst at ..... 415-973-2836
<b>INTEREST CHARGE CALCULATION</b>	<b>LATE PAYMENT CHARGES</b>
Gas Rule 25 details the interest rate on past due balances. Gas Rule 25 can be accessed at: <a href="http://www.pge.com/tariffs/tm2/pdf/GAS_RULES_25.pdf">www.pge.com/tariffs/tm2/pdf/GAS_RULES_25.pdf</a>	Pursuant to gas Rule 25, interest shall accrue on any past due bill or portion of a past due bill. Gas Rule 25 can be accessed at: <a href="http://www.pge.com/tariffs/tm2/pdf/GAS_RULES_25.pdf">www.pge.com/tariffs/tm2/pdf/GAS_RULES_25.pdf</a>
<b>DISPUTED BILLS</b>	<b>PAST-DUE BILLS</b>
Should you question this bill, please request an explanation from PG&E. Contact the Senior Product Manager at 925-244-3531. CGT has a dispute process to be followed as stated in gas Rule 25. If you are not satisfied with our response, contact: California Public Utilities Commission (CPUC) Consumer Affairs Branch 505 Van Ness Avenue San Francisco, CA 94102 1-800-649-7570 or 415-703-2032 (TDD/TYY)	Gas Rule 25 details when a bill will be considered past due. Gas Rule 25 can be accessed at: <a href="http://www.pge.com/tariffs/tm2/pdf/GAS_RULES_25.pdf">www.pge.com/tariffs/tm2/pdf/GAS_RULES_25.pdf</a>



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Advice Letter No: 3343-G  
 Decision No. 11-05-018

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

Date Filed November 15, 2012  
 Effective November 15, 2012  
 Resolution No. \_\_\_\_\_



**GAS TABLE OF CONTENTS**

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**ATTACHMENT 1  
Advice 4141-E**

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

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Advice 4141-E**

<b>Cal P.U.C. Sheet No.</b>	<b>Title of Sheet</b>	<b>Cancelling Cal P.U.C. Sheet No.</b>
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**Electric Sample Form No. 62-0579**  
Design/Construction Change Order Request

(T)

**Please Refer to Attached  
Sample Form**

Advice Letter No: 4141-E  
Decision No. 11-05-018

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

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# DESIGN / CONSTRUCTION CHANGE ORDER REQUEST

Project Title: \_\_\_\_\_

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

Order #: \_\_\_\_\_

Prepared by (print): \_\_\_\_\_

Phone #: \_\_\_\_\_

Location of Change: \_\_\_\_\_

Check all that apply:

Electric  Gas  Design  Construction

Description of Change or additional work: (e.g. flopped lot, trench occupant change, etc.)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Description of Estimated Costs	Cost	Tax
<b>Total Estimated Cost of Change</b>		

This change requires detailed cost development.

Date Requested for Design/Construction Change: \_\_\_\_\_

We the undersigned, as a principal or agent for the owner, hereby authorize PG&E to perform the above described work and agree to make payment within thirty (30) days from the receipt of this invoice. This agreement does not supersede or cancel any other applicable contract terms and conditions. If at any time during construction or thereafter, a change in condition exists that would deviate from PG&E standards as described in G.O. 95, 112E, 128, or the Gas and Electric Service Requirements specifications, PG&E will notify the applicant, make the needed modifications or repairs and prepare a change order for billing at the applicant's expense.

This agreement is effective when accepted and executed by PG&E.

**PACIFIC GAS AND ELECTRIC COMPANY**

\_\_\_\_\_  
Company

\_\_\_\_\_  
Executed for PG&E by (Print)

\_\_\_\_\_  
Work Authorized by (print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Phone Number



**Electric Sample Form No. 62-0684**  
Application for Service -- Residential Subdivision/Development

**Please Refer to Attached  
Sample Form**

Advice Letter No: 4141-E  
Decision No. 11-05-018

Issued by  
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# APPLICATION FOR SERVICE RESIDENTIAL SUBDIVISIONS / DEVELOPMENT

## Credit Information (Party responsible for energy use after the meter is installed)

Name to appear on bill                      Day Phone(                      )                      \*Evening Phone (                      )  
(First Name, Middle Initial, Last Name)

- Individual     Partnership     Corporation     Limited Liability Corporation     Governmental Agency     Sole Proprietor  
 Other

Mailing address for bill                      City                      State                      Zip

\*Does the customer currently have service with PG&E?  No                       Yes

\*If yes, please provide the PG&E Account Number

\*Do you want the new service included on your existing bill?  No                       Yes

\*Desired Electric Rate Schedule                      \*Desired Gas Rate Schedule

If you want additional information on rate options or want to request a free rate analysis, visit <http://www.pge.com/myhome/myaccount/rateinfo/> or call 1-877-PGE-SRVC. If a rate schedule is not selected, PG&E will select an applicable rate schedule.

## Application and Design and Installation Options

As an applicant for new gas or electric service, you can choose either PG&E or a qualified contractor to design new gas/electric distribution and/or service facilities. You can also choose either PG&E or a qualified contractor to construct all or a portion of new gas/electric distribution and/or service facilities. PG&E will provide you with a bid for the design and the construction work, to assist you in making a selection. You will then have the opportunity to choose either a qualified contractor to perform the design/or construction work. In accordance with PG&E's filed tariffs, electric trenching, conduits, substructures and gas service trenching are the applicant's responsibility. Once you make a decision about who will perform the work, if you subsequently change your selection, you will be responsible for any re-engineering charges incurred as a result of that change.

You should become familiar with the applicant design installation requirements, including PG&E's Applicant Design Guide and General Terms and Conditions, before you make your selection. For copies of these documents and/or for additional information, visit [www.pge.com/mybusiness/customerservice/otherrequests/newconstruction/processguide/step1/appdes.shtml](http://www.pge.com/mybusiness/customerservice/otherrequests/newconstruction/processguide/step1/appdes.shtml) or request information by calling 1-877-PGE-SRVC.

*PG&E must provide project specific information to design contractors. PG&E can provide this information sooner if we know whether or not you are considering using a design contractor to design gas/electric distribution or service facilities.*

*Providing this information on this Application is voluntary and is not binding. PG&E will provide you with a bid for the design work regardless of whether or not you answer this question now and will not require a final decision from you until later in the process.*

*Are you currently planning to use a design contractor? Yes                      No*

# APPLICATION FOR SERVICE RESIDENTIAL SUBDIVISIONS / DEVELOPMENT

## Construction Information

\*\*Please note if you have selected "Electric Overhead Service" without "Gas Service" all trench related questions become optional fields.

Joint trench drawing to be prepared by:  Applicant  PG&E  Not required

Who will trench and backfill for the distribution facilities?  Applicant / Elec  PG&E / Elec  Date Joint Trench Required

Proposed distribution trench occupants or joint pole occupants: (check all that apply)  Electric  Gas  Phone  CATV

Other

Who will install distribution conduit and substructures?  Applicant  PG&E

Who will trench and backfill for the service facilities?  Applicant / Gas  PG&E / Gas  Date Joint Trench Required

Applicant / Elec  PG&E / Elec

Proposed service trench occupants or joint pole occupants: (check all that apply)  Electric  Gas  Phone  CATV

Other

Who will install service conduit and substructures?  Applicant  PG&E  Date Joint Trench Required

\*Transformer type requested:  Padmounted  Subsurface (additional Special Facilities charges may apply)

***Water, sanitary sewer, storm drain, low pressure gas, oil or other fluid carrying piping or facilities or private utilities (e.g. fire alarm, private streetlight systems, private phone, private CATV or gate controllers) are not permitted in a PG&E occupied joint trench.***

## General Construction Information

Include on this application any eligible Rule 20B or Rule 20C conversion work or any eligible relocation work.

\*Will temporary electric service be required?  No  Yes Date needed

\*Will temporary gas service be required?  No  Yes Date needed

If, yes please complete the following:

\*Will Temporary Service power be operated for less than one year?  No  Yes  Not Sure Date needed

\*Have you ever completed a temporary power project with us before?  No  Yes

\*Who will trench and backfill for Temporary Service?

Applicant/Gas  PG&E/Gas

Applicant/Electric  PG&E/Electric

### Electric Temporary Services

\*Panel, Main Breaker Size \_\_\_\_\_ amps

\*Will Applicant or Contractor Install Pole?  No  Yes

### Gas Temporary Services

\*Gas Service Delivery Pressure Requested:  ¼ psig  other

\*Number of Meters at each service location?

# APPLICATION FOR SERVICE RESIDENTIAL SUBDIVISIONS / DEVELOPMENT

\*Total Gas Load

Will existing PG&E electric overhead facilities require undergrounding?  No  Yes  Not sure Date needed

Will any existing PG&E gas or electric facilities require relocation or removal?  No  Yes  Not sure Date needed

Average square footage Largest square footage

IN THE EVENT THAT APPLICANT SHALL MAKE ANY MATERIAL CHANGE EITHER IN THE AMOUNT OR CHARACTER OF THE APPLIANCES OR APPARATUS INSTALLED UPON THE PREMISES TO BE SUPPLIED BY PG&E, INCLUDING PANEL SIZE, APPLICANT SHALL IMMEDIATELY GIVE PG&E WRITTEN NOTICE OF THIS FACT.

### Electric Load Information

Main Switch Size (Meter Panel & Service Termination Enclosure) amps

Voltage: (select one)  120/240 Volt, 3-wire, 1Ø  120/208 Volt, 3-wire, 1Ø  240/120 Volt, 4-wire, 3Ø  
 208/120 Volt, 4-wire, 3Ø  480/277 Volt, 4-wire, 3Ø

**Check all that apply:**

Standard residential loads (Lighting, Electric Oven, Electric Range, Refrigerator, Freezer, Dish Washer, Laundry Dryer, Electric Water Heater)

Air Conditioner ( tons)  Domestic Water Pump ( hp)  Pool / Spa ( kW)

Other electric heat ( kW)  Heat Pump ( tons)  Electric Vehicle ( kW)

On-Demand Water Heating ( kW)  NGV Compressor ( hp)

Other electric load (specify) Number of meters needed

### Common Usage Area Electric Load Information

Lift Station  Club House  Park Site  Sprinkler / Irrigation Controls (must be metered)

Street Lighting  Area Lighting  Other (Specify)

### \* Street Light Load Information

Number of street lights to be added in development Watts per lamp Number of existing street lights to be removed

Bulb type:  High Pressure Sodium Vapor  Low Pressure Sodium Vapor  Mercury Vapor  Metal Halide

Incandescent  Other \_\_\_\_\_

What rate schedule will the lights be placed on?  LS1  LS2  OL1  LS3  Other (additional forms may be required)

Who is responsible for the street light billing?

Billing address for streetlights City State Zip

**Important Note:** For city or county owned street lighting, a letter will be required from the city/county accepting ownership of the lighting, which includes the date of acceptance and states they will be responsible for the billing. Until the letter is received and dated with the city/county acceptance, the billing will be placed in the applicant's name and billed according to the rate schedule requested once the lights have been energized.



# APPLICATION FOR SERVICE RESIDENTIAL SUBDIVISIONS / DEVELOPMENT

**IMPORTANT NOTE: Do NOT install your electric main switch or gas house line until the meter location is approved by PG&E.**

## Self-Generation and Net Metering Options

If you are planning to install any self generation equipment, photovoltaic, or wind generation, additional applications for interconnection to PG&E's electric system must be submitted and approved by PG&E prior to engineering for your new construction project. The information you provide on your generation interconnection application may affect the final PG&E design for your project.

For information on PG&E's net metering programs, including eligibility guidelines, generation interconnection program application forms, links to the California Public Utilities Commission, Energy Commission and the US Department of Energy, visit [www.pge.com/b2b/newgenerator/](http://www.pge.com/b2b/newgenerator/) or contact PG&E's Generation Interconnection Services at (415) 972-5676.

Are you planning to install any self generation equipment? Yes  No

If yes, please provide us with an estimate of the Generation proposed for this project.

\*Total # of generation units                      \*Total output of all generation                      \*kW Generation Type

## Attachment – 2 copies required

- A. Complete set of subdivision improvement plans, including grading plans. Plans should include location of water, sewer, and storm drains. (Include 3 ½ "high-density disk with AutoCAD 2000i.dwg file of the site plan.)
- B. Tract map showing all easements, rights-of-way, property lines, etc.
- C. Detailed site plan showing roads, sidewalks, driveways, location of fire hydrants and other structures, and proposed future improvements.
- D. Landscaping plans including sprinkler controller meter location.
- E. Streetlight and traffic signal plans.
- F. Title 24 Utility Report or building permit.
- G. Copies of all environmental permits and/or conditions of approval.

Applicant is responsible for identifying all environmental requirements within said permits, approvals and/or conditions. For additional information visit <http://www.pge.com/myhome/customerservice/other/newconstruction/>

## Agreement to Pay and Signature

**I understand that service will be engineered and installed based upon the information provided here. I agree to pay PG&E, on demand, for all work PG&E performs and all costs PG&E incurs for this application for service. PG&E may cancel this Application for Service (a) if the application is incomplete and I do not provide all necessary supporting documents and project data after being notified by PG&E, (b) if I fail to provide an engineering advance within ninety days after one is requested by PG&E, or (c) if PG&E sends a proposed contract and I do not return the contract, with the required payment, within ninety days. If the project is postponed or cancelled, by either party, I will pay PG&E for all such work and costs incurred by PG&E prior to the postponement or cancellation. PG&E's costs may include, for example, labor, material and supplies, (including long lead time materials), transportation, and other direct costs which PG&E allocates to such work. Incomplete information or any changes made at my request during the engineering, or after it is completed, will subject me to additional charges and may delay the establishment of service. I further agree to pay for any damage to new or existing PG&E facilities caused by my contractors or me. Service shall be subject to all of PG&E's applicable tariff schedules on file with and authorized by the California Public Utilities Commission (CPUC) and shall at all times be subject to such changes or modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.**

I understand that PG&E may require an engineering advance to cover some or all of its costs for project review, design work and cost development in connection with this application for service. I understand that any advance will be based upon current costs and the amount of work anticipated by PG&E based upon the information submitted in this application. I understand that any advance will be credited against the amount I owe, applied to the amount I may owe on the resulting line extension agreement, or refunded to me without interest when PG&E has completed its engineering work or if the project has been cancelled or postponed.

**I have read the above information. I understand and agree with the provisions and my responsibilities.**

Applicant's Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_  
First Name, Middle Initial, Last Name



**Electric Sample Form No. 62-0685**  
Application for Service -- Commercial/Industrial Development

**Please Refer to Attached  
Sample Form**

Advice Letter No: 4141-E  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



# APPLICATION FOR SERVICE COMMERCIAL / INDUSTRIAL DEVELOPMENT

Please complete this application and submit the completed form and attachments to PG&E Application for Service at P.O. Box 24047, Fresno, CA, 93779-4047. You may also submit applications at [www.pge.com/mybusiness/customerservice/otherrequests/newconstruction/](http://www.pge.com/mybusiness/customerservice/otherrequests/newconstruction/) or call 1-877-PGE-SRVC.

\*Indicates optional fields.

## Project Type

- Commercial Service (new)    Commercial/Industrial Development    Commercial/Industrial Service Upgrade (additional load / equipment)  
 Industrial Service (new)    Mixed Use Commercial/Residential   Number of Buildings   Number of Electric Services

## Project Information

- Gas Service    Electric Overhead Service    Electric Underground Service   Date Initial Service Needed

Project Address or Lot Number   City   County   Zip

Nearest Cross Street

\*Assessor's Parcel No.   \* Building Permit No.

Applicant / Company Name

- Individual    Partnership    Corporation    Limited Liability Corporation    Governmental Agency  
 Sole Proprietor    Other

Day Phone (   )   \*Cell Phone (   )   \*Fax (   )   \*Email address

(Correspondence will be sent via e-mail )

Applicant Address   City   State   Zip

## Contract Information

Legal name to appear on contract

- Individual    Partnership    Corporation    Limited Liability Corporation    Governmental Agency  
 Sole Proprietor    Other

\*State of incorporation or LLC

Name of person authorized to sign contracts   \* Title

(First Name, Middle Initial, Last Name)

Mailing address for contract   City   State   Zip

## Representative Information (Party who will relay project information and updates to the PG&E representative)

Name of Representative

Day Phone (   )   \*Cell Phone (   )   \*Fax (   )   \*Email address

Mailing address   City   State   Zip

\*Contractor's Name   \*Contractor's Phone (   )



# APPLICATION FOR SERVICE COMMERCIAL / INDUSTRIAL DEVELOPMENT

## Credit Information (Party responsible for energy use after the meter is installed)

Name/Company Name to appear on bill      Day Phone (      )      \*Evening Phone (      )

(First Name, Middle Initial, Last Name)

Individual     Partnership     Corporation     Limited Liability Corporation     Governmental Agency  
 Sole Proprietor     Other

Mailing address for bill      City      State      Zip

Does the customer currently have service with PG&E?  No     Yes

\*If yes, please provide the PG&E Account Number

\*Do you want the new service included on your existing bill?   No      Yes

\*NAICS (North America Industrial Classification System ) Code      \*Business Activity

\*Desired Electric Rate Schedule      \*Desired Gas Rate Schedule

If you want additional information on rate options or want to request a free rate analysis, visit

<http://www.pge.com/mybusiness/myaccount/rates/> or call 1-877-PGE-SRVC. If a rate schedule is not selected, PG&E will select an applicable rate schedule.

## Applicant Design and Installation Options

As an applicant for new gas or electric service, you can choose either PG&E or a qualified contractor to design new gas/electric distribution and/or service facilities. You can also choose either PG&E or a qualified contractor to construct all or a portion of new gas/electric distribution and/or service facilities. PG&E will provide you with a bid for the design and the construction work, to assist you in making a selection. You will then have the opportunity to choose either a qualified contractor to perform the design/or construction work.

In accordance with PG&E's filed tariffs, electric trenching, conduits, substructures and gas service trenching are the applicant's responsibility. Once you make a decision about who will perform the work, if you subsequently change your selection, you will be responsible for any re-engineering charges incurred as a result of that change.

You should become familiar with the applicant design installation requirements, including PG&E's Applicant Design Guide and General Terms and Conditions, before you make your selection. For copies of these documents and/or for additional information, visit Document, Preliminary Statement Part A [www.pge.com/newconstruction/processguide/step1/appdes.shtml](http://www.pge.com/newconstruction/processguide/step1/appdes.shtml) or request information by calling 1-877-PGE-SRVC.

*PG&E must provide project specific information to design contractors. PG&E can provide this information sooner if we know whether or not you are considering using a design contractor to design gas/electric distribution or service facilities.*

*Providing this information on this Application is voluntary and is not binding. PG&E will provide you with a bid for the design work regardless of whether or not you answer this question now and will not require a final decision from you until later in the process.*

Are you currently planning to use a design contractor? Yes      No

# APPLICATION FOR SERVICE COMMERCIAL / INDUSTRIAL DEVELOPMENT

## Construction Information

\*\*Please note if you have selected "Electric Overhead Service" without "Gas Service" all trench related questions become optional fields.

Joint trench drawing to be prepared by:  Applicant  PG&E  Not required

Who will trench and backfill for the distribution facilities?  Applicant / Elec  PG&E / Elec  Date Joint Trench Required

Proposed distribution trench occupants or joint pole occupants: (check all that apply)  Electric  Gas  Phone  CATV  
 Other

Who will install distribution conduit and substructures?  Applicant  PG&E

Who will trench and backfill for the service facilities?  Applicant / Gas  PG&E / Gas  Date Joint Trench Required  
 Applicant / Elec  PG&E / Elec

Proposed service trench occupants or joint pole occupants: (check all that apply)  Electric  Gas  Phone  CATV  
 Other

Who will install service conduit and substructures?  Applicant  PG&E

\*Transformer type requested:  Padmounted  Subsurface (additional Special Facilities charges may apply)

*Water, sanitary sewer, storm drain, low pressure gas, oil or other fluid carrying piping or facilities or private utilities (e.g. fire alarm, private streetlight systems, private phone, private CATV or gate controllers) are not permitted in a PG&E occupied joint trench.*

## General Construction Information

Include on this application any eligible Rule 20B or Rule 20C conversion work or any eligible relocation work.

\*Will temporary electric service be required?  No  Yes Date needed

\*Will temporary gas service be required?  No  Yes Date needed

If, yes please complete the following:

\*Will Temporary Service power be operated for less than one year?  No  Yes

Have you ever completed a temporary power project with us before?  No  Yes

\*Who will trench and backfill for Temporary Service?

Applicant/Gas  PG&E/Gas

Applicant/Electric  PG&E/Electric

### Electric Temporary Services

\*Panel, Main Breaker Size          amps

\*Will Applicant or Contractor Install Pole?  No  Yes

### Gas Temporary Services



## APPLICATION FOR SERVICE COMMERCIAL / INDUSTRIAL DEVELOPMENT

\*Please provide motor codes for motors that have reduced voltage starting or are 25 hp and greater.

### \* Street Light Load Information

Number of street lights to be added in development      Watts per lamp      Number of existing street lights to be removed

Bulb type:       High Pressure Sodium Vapor       Low Pressure Sodium Vapor       Mercury Vapor  
 Metal Halide       Incandescent       Other

What rate schedule will the lights be placed on?  LS1  LS2  OL1  LS3  Other      (additional forms may be required)

Who is responsible for the street light billing?

Billing address for streetlights:      City:      State:      Zip:

**Important Note:** For city or county owned street lighting, a letter will be required from the city/county accepting ownership of the lighting, which includes the date of acceptance and states they will be responsible for the billing. Until the letter is received and dated with the city/county acceptance, the billing will be placed in the applicant's name and billed according to the rate schedule requested once the lights have been energized.

### Natural Gas Load Information

Natural gas standard service delivery pressure is provided at 1/4 psig (7" water column). Requests for elevated service delivery pressure require PG&E's review and approval. If granted, elevated service delivery pressure may be reduced at any time due to PG&E operational needs. Special Facilities costs and cost-of-ownership charges may apply for elevated service delivery pressure. For further information, contact your local PG&E office and refer to Gas Rule 2. MBtu/h = 1,000 Btu/h

Gas Service Delivery Pressure Requested:  1/4 psig       Other (      psig)

Number of meters at each service location

Check all that apply: (If additional space is required please attach a spreadsheet using same format as below)

Space Heating Equipment (      MBtu/h)       Boilers (      MBtu/h)       Water Heating (      MBtu/h)  
 Air Conditioning (      MBtu/h)       Cooking (      MBtu/h)       Dryers (      MBtu/h)

Other gas load (specify)

**IMPORTANT NOTE: Do NOT install your electric main switch or gas house line until the meter location is approved by PG&E.**

### **Self-Generation and Net Metering Options**

If you are planning to install any self generation equipment, photovoltaic, or wind generation, additional applications for interconnection to PG&E's electric system must be submitted and approved by PG&E prior to engineering for your new construction project. The information you provide on your generation interconnection application may affect the final PG&E design for your project.

For information on PG&E's net metering programs, including eligibility guidelines, generation interconnection program application forms, links to the California Public Utilities Commission, Energy Commission and the US Department of Energy, visit [www.pge.com/b2b/newgenerator/](http://www.pge.com/b2b/newgenerator/) or contact PG&E's Generation Interconnection Services at (415) 972-5676.

Are you planning on installing any self generation equipment?    Yes       No

If yes, please provide us with an estimate of the Generation proposed for this project.

\*Total # of generation units      \*Total output of all generation(      kW )      \*Generation Type

# APPLICATION FOR SERVICE COMMERCIAL / INDUSTRIAL DEVELOPMENT

## Attachment – 2 copies required

- A. Complete set of site improvement plans, including grading plans. (Include 3 ½” high-density disk with AutoCAD 2000i.dwg file of the site plan.)
- B. Building floor plan and exterior elevations.
- C. Electric drawings and schedules with complete breakdown of equipment; include single line drawing if available.
- D. Electric switchboard drawings. (Must be approved by PG&E prior to manufacturing the main panel.)
- E. Plumbing plans.
- F. Assessors parcel map showing all easements, rights-of-way, property lines, etc.
- G. Detailed site plan showing roads, sidewalk, driveways, location of fire hydrants and other structures, proposed location of gas and electric meters, building elevations, and proposed future improvements. (Meter locations are subject to PG&E approval).
- H. Landscaping plans including sprinkler controller meter location.
- I. Streetlight and traffic signal plans.
- J. Title 24 Utility Report or building permit.
- K. Copies of all environmental permits and/or conditions of approval.

Applicant is responsible for identifying all environmental requirements within said permits, approvals and/or conditions. For additional information visit [www.pge.com/mybusiness/customerservice/otherrequests/newconstruction](http://www.pge.com/mybusiness/customerservice/otherrequests/newconstruction).

## Agreement to Pay and Signature

**I understand that service will be engineered and installed based upon the information provided here. I agree to pay PG&E, on demand, for all work PG&E performs and all costs PG&E incurs for this application for service. PG&E may cancel this Application for Service (a) if the application is incomplete and I do not provide all necessary supporting documents and project data after being notified by PG&E, (b) if I fail to provide an engineering advance within ninety days after one is requested by PG&E, or (c) if PG&E sends a proposed contract and I do not return the contract, with the required payment, within ninety days. If the project is postponed or cancelled, by either party, I will pay PG&E for all such work and costs incurred by PG&E prior to the postponement or cancellation.** PG&E's costs may include, for example, labor, material and supplies, (including long lead time materials), transportation, and other direct costs which PG&E allocates to such work. Incomplete information or any changes made at my request during the engineering, or after it is completed, will subject me to additional charges and may delay the establishment of service. I further agree to pay for any damage to new or existing PG&E facilities caused by my contractors or me. Service shall be subject to all of PG&E's applicable tariff schedules on file with and authorized by the California Public Utilities Commission (CPUC) and shall at all times be subject to such changes or modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

I understand that PG&E may require an engineering advance to cover some or all of its costs for project review, design work and cost development in connection with this application for service. I understand that any advance will be based upon current costs and the amount of work anticipated by PG&E based upon the information submitted in this application. I understand that any advance will be credited against the amount I owe, applied to the amount I may owe on the resulting line extension agreement, or refunded to me without interest when PG&E has completed its engineering work or if the project has been cancelled or postponed.

**I have read the above information. I understand and agree with the provisions and my responsibilities.**

Applicant's Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_  
First Name, Middle Initial, Last Name



**Electric Sample Form No. 62-0686**  
Application for Service -- Agricultural Service

**Please Refer to Attached  
Sample Form**

Advice Letter No: 4141-E  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



# APPLICATION FOR SERVICE AGRICULTURAL SERVICE

Please complete this application and submit the completed form to PG&E Application for Service at P.O. Box 24047, Fresno, CA 93779-4047. You may also submit applications at <http://www.pge.com/mybusiness/customerservice/otherrequests/newconstruction> or call 1-877-PGE-SRVC.

\* Indicates optional fields.

## Project Type

Applicants will be served under an agricultural rate schedule if 70% or more of the annual energy use on the meter is for agricultural end-uses. Agricultural end-uses consist of: (a) growing crops, (b) raising livestock, (c) pumping water for irrigation of crops, or (d) other uses which involve production for sale. (Note: PG&E's Electric Rule 1 contains the complete qualification criteria for agricultural rates).

What percentage of the annual energy use will be for agricultural end-uses?

New Agricultural Service       Additional Load or Equipment to Existing Agricultural Service  
Number of Buildings      Number of Services

## Project Information

Gas Service     Electric Overhead Service     Electric Underground Service    Date Initial Service Needed  
Project Address or Lot Number      City      County      Zip  
Nearest Cross Street  
\*Assessor's Parcel No.      \*Building Permit No.  
Applicant / Company Name  
 Individual     Partnership     Corporation     Limited Liability Corporation     Governmental Agency  
 Sole Proprietor     Other  
Day Phone      \*Cell Phone (    )      \*Fax (    )      \*Email address  
(Correspondence will be sent via e-mail)  
Applicant Mailing Address      City      State      Zip

## Contract Information

Legal Name to appear on contract  
 Individual     Partnership     Corporation     Limited Liability Corporation     Governmental Agency  
 Sole Proprietor     Other  
\*State of incorporation or LLC  
Name of person authorized to sign contracts      \*Title  
(First Name, Middle Initial, Last Name)  
Mailing address for contract      City      State      Zip



# APPLICATION FOR SERVICE AGRICULTURAL SERVICE

## Representative Information (Party who will relay project information and updates to the PG&E representative)

Name of Representative

Day Phone ( ) \*Cell Phone ( ) \*Fax ( ) \*Email address

Mailing address City State Zip

\*Contractor's Name \*Contractor's Phone

## Credit Information (Party responsible for energy use after the meter is installed)

Name/Company Name to appear on bill Day Phone ( ) \*Evening Phone ( )

(First Name, Middle Initial, Last Name)

Individual  Partnership  Corporation  Limited Liability Corporation  Governmental Agency

Sole Proprietor  Other

Mailing address for bill City State Zip

\*Does the customer currently have service with PG&E?  No  Yes

\*If yes, please provide the PG&E Account Number

\*Do you want the new service included on your existing bill?  No  Yes

\*NAICS (North America Industrial Classification System) Code \*Business Activity

\*Desired Electric Rate Schedule \*Desired Gas Rate Schedule

The applicant is **required** to select an Agricultural Rate schedule before receiving service. If you want additional information on rate options or want to request a free rate analysis, visit <http://www.pge.com/about/rates/rateinfo/rateoptions/agricultural/> or call 1-877-PGE-SRVC.

## Application and Design and Installation Options

As an applicant for new gas or electric service, you can choose either PG&E or a qualified contractor to design new gas/electric distribution and/or service facilities. You can also choose either PG&E or a qualified contractor to construct all or a portion of new gas/electric distribution and/or service facilities. PG&E will provide you with a bid for the design and the construction work, to assist you in making a selection. You will then have the opportunity to choose either a qualified contractor to perform the design/or construction work.

In accordance with PG&E's filed tariffs, electric trenching, conduits, substructures and gas service trenching are the applicant's responsibility. Once you make a decision about who will perform the work, if you subsequently change your selection, you will be responsible for any re-engineering charges incurred as a result of that change.

You should become familiar with the applicant design installation requirements, including PG&E's Applicant Design Guide and General Terms and Conditions, before you make your selection. For copies of these documents and/or for additional information, visit

[www.pge.com/mybusiness/customerservice/otherrequests/newconstruction/processguide/step1/appdes.shtml](http://www.pge.com/mybusiness/customerservice/otherrequests/newconstruction/processguide/step1/appdes.shtml) or request information by calling 1-877-PGE-SRVC.

*PG&E must provide project specific information to design contractors. PG&E can provide this information sooner if we know whether or not you are considering using a design contractor to design gas/electric distribution or service facilities.*

*Providing this information on this Application is voluntary and is not binding. PG&E will provide you with a bid for the design work regardless of whether or not you answer this question now and will not require a final decision from you until later in the process.*

Are you currently planning to use a design contractor? Yes No

# APPLICATION FOR SERVICE AGRICULTURAL SERVICE

## Construction Information

\*\*Please note if you have selected "Electric Overhead Service" without "Gas Service" all trench related questions become optional fields.

Joint trench drawing to be prepared by:  Applicant  PG&E  Not required

Who will trench and backfill for the distribution facilities?  Applicant / Elec  PG&E / Elec  Date Joint Trench Required

Proposed distribution trench occupants or joint pole occupants: (check all that apply)  Electric  Gas  Phone  CATV  
 Other

Who will install distribution conduit and substructures?  Applicant  PG&E

Who will trench and backfill for the service facilities?  Applicant / Gas  PG&E / Gas  Date Joint Trench Required  
 Applicant / Elec  PG&E / Elec

Proposed service trench occupants or joint pole occupants: (check all that apply)  Electric  Gas  Phone  CATV  
 Other

Who will install service conduit and substructures?  Applicant  PG&E

\*Transformer type requested:  Padmounted  Subsurface (additional Special Facilities charges may apply)

***Water, sanitary sewer, storm drain, low pressure gas, oil or other fluid carrying piping or facilities or private utilities (e.g. fire alarm, private streetlight systems, private phone, private CATV or gate controllers) are not permitted in a PG&E occupied joint trench.***

### General Construction Information

Include on this application any eligible Rule 20B or Rule 20C conversion work or any eligible relocation work.

\*Will temporary electric service be required?  No  Yes Date needed

\*Will temporary gas service be required?  No  Yes Date needed

If, yes please complete the following:

\*Will Temporary Service power be operated for less than one year?  No  Yes

Have you ever completed a temporary power project with us before?  No  Yes

\*Who will trench and backfill for Temporary Service?

Applicant/Gas  PG&E/Gas

Applicant/Electric  PG&E/Electric

#### Electric Temporary Services

Panel, Main Breaker Size          amps

Have you ever completed a temporary power project with us before?  No  Yes

\*Will Applicant or Contractor Install Pole?  No  Yes

#### Gas Temporary Services

\*Gas Service Delivery Pressure Requested:  ¼ psig  Other          psig)

\*Number of Meters at each service location?

\*Total Gas Load

Will existing PG&E electric overhead facilities require undergrounding?

No  Yes  Not sure          Date needed

Will any existing PG&E gas or electric facilities require relocation or removal?

No  Yes  Not sure          Date needed



# APPLICATION FOR SERVICE AGRICULTURAL SERVICE

**Load Information**

**IN THE EVENT THAT APPLICANT SHALL MAKE ANY MATERIAL CHANGE EITHER IN THE AMOUNT OR CHARACTER OF THE APPLIANCES OR APPARATUS INSTALLED UPON THE PREMISES TO BE SUPPLIED BY PG&E, INCLUDING PANEL SIZE OR HOURS OF OPERATION. APPLICANT SHALL IMMEDIATELY GIVE PG&E WRITTEN NOTICE OF THIS FACT.**

**Operating Hours:**      Hours per day                      Days per week                      Months per year

Typical operating hours:    From                      To

(Military 0-2300)

January               February               March               April  
 May                       June                       July                       August  
 September               October               November               December

What months will this facility operate?

Please describe other operating characteristics

What type of crop or livestock are you producing? (if livestock, please state if they are raised for slaughter or sale, kept for breeding purposes, or boarded for others)

**Electric Load Information**

Main Switch Size (Service Termination Enclosure)              amps      Number of meters at each service location

Voltage: (select one)

120/240 Volt, 3-wire, 1Ø               120/208 Volt, 3-wire, 1Ø               240/120 Volt, 4-wire, 3Ø               208/120 Volt, 4-wire, 3Ø  
 480/277 Volt, 4-wire, 3Ø               Primary voltage (> 2,400 Volts)       Other (specify)

Single Largest 1Ø Motor (              hp)    Total 1Ø Motors (              hp)    Single Largest 3Ø Motor (              hp)    Total 3Ø Motors (              hp)

**Electric Connected Load**

1Ø Motor:              motors at              hp each

3Ø Motor:              motors at              hp each

Additional electric load (if additional space is needed please attach a spread sheet using same format as below)

Number of

<u>Appliances</u>	<u>Phase</u>	<u>Description of Appliance</u>	<u>Connected Load</u>	<u>Units</u>
	<input type="checkbox"/> 1Ø <input type="checkbox"/> 3Ø	at	<input type="checkbox"/> kW	<input type="checkbox"/> hp <input type="checkbox"/> tons
	<input type="checkbox"/> 1Ø <input type="checkbox"/> 3Ø	at	<input type="checkbox"/> kW	<input type="checkbox"/> hp <input type="checkbox"/> tons
	<input type="checkbox"/> 1Ø <input type="checkbox"/> 3Ø	at	<input type="checkbox"/> kW	<input type="checkbox"/> hp <input type="checkbox"/> tons
	<input type="checkbox"/> 1Ø <input type="checkbox"/> 3Ø	at	<input type="checkbox"/> kW	<input type="checkbox"/> hp <input type="checkbox"/> tons

\*Please provide motor codes for motors that have reduced voltage starting or are 25 hp and greater.

Will submersible pump(s) be installed?     No               Yes

# APPLICATION FOR SERVICE AGRICULTURAL SERVICE

### Natural Gas Load Information

\*If this is an existing service, what is the \*PG&E meter no.

Natural gas standard service delivery pressure is provided at 1/4 psig (7" water column). Requests for elevated service delivery pressure require PG&E's review and approval. If granted, elevated service delivery pressure may be reduced at any time due to PG&E operational needs. Special Facilities costs and cost-of-ownership charges may apply for elevated service delivery pressure. For further information, contact your local PG&E office and refer to Gas

Rule 2. (MBtu/h = 1,000 Btu/h)

Gas Service Delivery Pressure Requested:  1/4 psig     Other (        psig)

Number of meters at each service location

Check all that apply: (If additional space is required please attach a spreadsheet using same format as below)

- Space Heating Equipment (        MBtu/h)     Boilers (        MBtu/h)     Water Heating (        MBtu/h)
- Air Conditioning (        MBtu/h)     Cooking (        MBtu/h)     Dryers (        MBtu/h)
- Other gas load (specify)

**IMPORTANT NOTE: Do NOT install your electric main switch or gas house line until the meter location is approved by PG&E.**

### **Self-Generation and Net Metering Options**

If you are planning to install any self generation equipment, photovoltaic, or wind generation, additional applications for interconnection to PG&E's electric system must be submitted and approved by PG&E prior to engineering for your new construction project. The information you provide on your generation interconnection application may affect the final PG&E design for your project.

For information on PG&E's net metering programs, including eligibility guidelines, generation interconnection program application forms, links to the California Public Utilities Commission, Energy Commission and the US Department of Energy, visit [www.pge.com/b2b/newgenerator/](http://www.pge.com/b2b/newgenerator/) or contact PG&E's Generation Interconnection Services at (415) 972-5676.

Are you planning to install any self generation equipment? Yes                      No

If yes, please provide us with an estimate of the Generation proposed for this project.

\*Total # of generation units                      \*Total output of all generation                      \*kW                      \*Generation Type

### **Attachment – 2 copies required**

A. Detailed site plan showing roads, driveways, easements, right-of-ways, property lines, building and structure.

B. Copies of all environmental permits and/or conditions of approval.

Applicant is responsible to identify all environmental requirements within said permits, approvals and/or conditions. For additional information visit <http://www.pge.com/mybusiness/customerservice/otherrequests/newconstruction>.



# APPLICATION FOR SERVICE AGRICULTURAL SERVICE

## Agreement to Pay and Signature

I understand that service will be engineered and installed based upon the information provided here. I agree to pay PG&E, on demand, for all work PG&E performs and all costs PG&E incurs for this application for service. PG&E may cancel this Application for Service (a) if the application is incomplete and I do not provide all necessary supporting documents and project data after being notified by PG&E, (b) if I fail to provide an engineering advance within ninety days after one is requested by PG&E, or (c) if PG&E sends a proposed contract and I do not return the contract, with the required payment, within ninety days. If the project is postponed or cancelled, by either party, I will pay PG&E for all such work and costs incurred by PG&E prior to the postponement or cancellation. PG&E's costs may include, for example, labor, material and supplies, (including long lead time materials), transportation, and other direct costs which PG&E allocates to such work. Incomplete information or any changes made at my request during the engineering, or after it is completed, will subject me to additional charges and may delay the establishment of service. I further agree to pay for any damage to new or existing PG&E facilities caused by my contractors or me. Service shall be subject to all of PG&E's applicable tariff schedules on file with and authorized by the California Public Utilities Commission (CPUC) and shall at all times be subject to such changes or modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

I understand that PG&E may require an engineering advance to cover some or all of its costs for project review, design work and cost development in connection with this application for service. I understand that any advance will be based upon current costs and the amount of work anticipated by PG&E based upon the information submitted in this application. I understand that any advance will be credited against the amount I owe, applied to the amount I may owe on the resulting line extension agreement, or refunded to me without interest when PG&E has completed its engineering work or if the project has been cancelled or postponed.

**I have read the above information. I understand and agree with the provisions and my responsibilities.**

Applicant's Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

First Name, Middle Initial, Last Name



**Electric Sample Form No. 62-0687**  
Application for Service -- Existing Service Relocate/Change Service

(T)

**Please Refer to Attached  
Sample Form**

Advice Letter No: 4141-E  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



# APPLICATION FOR SERVICE EXISTING SERVICE RELOCATE / CHANGE SERVICE

Please complete this application and submit the completed form and attachments to PG&E Application for Service at P.O. Box 24047 Fresno CA, 93779-4047. You may also submit applications at [www.pge.com/mybusiness/customerservice/otherrequests/newconstruction/](http://www.pge.com/mybusiness/customerservice/otherrequests/newconstruction/) or call 1-877-PGE-SRVC.

\*Indicates optional fields.

This application is intended for stand-alone relocation requests. If your project also requires new service, please complete a new service application in place of this one. New service applications can be found at <http://www.pge.com/mybusiness/customerservice/brochuresforms/>.

## Project Type

### Type of Work (please choose one)

- Residential Single Family     
  Residential Subdivision     
  Commercial/Industrial/Agricultural  
 Mixed Use (Commercial/Residential Combination)     
  Agency (City, County, Cal-Trans)

### Reason for Relocation / Rearrangement Request (please check all that apply) \*

- Panel/Meter Relocation (Gas & Electric)     
  Panel Upgrade (No Load Added)     
  Panel Upgrade (Added Load)  
 Temporarily De-energize Panel     
  Temporarily De-energize Service     
  Temporarily Disconnect Service  
 Cut off/Demolition     
  Meter or Meter Size Change     
  Service Relocation (Pipes & Electric Wires)  
 Relocate PG&E Facilities (Poles, Boxes, Wires, Pipes, Guys)     
  Overhead to Underground Conversion  
 Other \_\_\_\_\_

Description of Work Requested: \_\_\_\_\_

## Project Information

- Gas     
  Electric Overhead     
  Electric Underground     
  Date Relocation Needed

Project Address or Lot Number      City      County      Zip

Nearest Cross Street

Applicant / Company Name

- Individual     
  Partnership     
  Corporation     
  Limited Liability Corporation     
  Governmental Agency  
 Sole Proprietor     
  Other

Day Phone (      )      \*Cell Phone(      )      \*Fax (      )      \*Email address

(Correspondence will be sent via e-mail)

Applicant Address      City      State      Zip

\*Building Permit Number      \*PG&E Account Number      Date PG&E facility rearrangement / relocation needed

*PG&E may relocate or rearrange service in accordance with Gas and/or Electric Rules 2, 13, 15, 1, 20, 21 and LS schedules as applicable. There may be circumstances where application of PG&E's distribution/service extension rules would place an undue financial burden on PG&E. In these cases, PG&E may apply the exceptional case provisions of its Rules 15 and 16.*



# APPLICATION FOR SERVICE EXISTING SERVICE RELOCATE / CHANGE SERVICE

## Contract Information

Legal name to appear on contract

- Individual     Partnership     Corporation     Limited Liability Corporation     Governmental Agency  
 Sole Proprietor     Other

\*State of incorporation or LLC

Name of person authorized to sign contracts

(First Name, Middle Initial, Last Name)

Mailing address for contract      City      State      Zip

\*Contractor's Name      \*Contractor's Phone (      )

## Representative Information (Party who will relay project information and updates to the PG&E representative)

Name of Representative

Day Phone (      )      \*Cell Phone (      )      \*Fax (      )      \*Email address

Mailing address      City      State      Zip

\*Contractor's Name      \*Contractor's Phone (      )

## Construction Information

*You are permitted to select either PG&E or your own contractor to construct all or a portion of any new gas/electric distribution and / or service facilities. However, only PG&E may work on energized or pressurized facilities. More details regarding the installation option requirements are available through your local PG&E office. You should become familiar with the requirements before you make your selection (Please see the following pages under installation options for specific information. For projects that require both relocation work and new service, please complete the appropriate new service application. Those new service (and associated relocation work) applications can be found at <http://www.pge.com/mybusiness/customerservice/brochuresforms/>.*

\*If trenching is required, who will trench, backfill, and provide and install conduit?

- Applicant     PG&E

\*Proposed trench occupants: (please check all that apply)

- Electric     Gas     Phone     CATV     Other

*Water, sanitary sewer, storm drain, LPG, oil or other fluid carrying piping or facilities are not permitted in a joint trench.*

**IMPORTANT NOTE: Do NOT install your electric main switch or gas house line until the location is approved by PG&E.**

# APPLICATION FOR SERVICE EXISTING SERVICE RELOCATE / CHANGE SERVICE

<b>Load Information</b>	
<b><u>Electric Load Information</u></b>	
Main Switch Size (Service Termination Can) (	amps) Number of meters at each service location
Voltage: (select one)	
<input type="checkbox"/> 120/240 Volt, 3-wire, 1Ø	<input type="checkbox"/> 120/208 Volt, 3-wire, 1Ø
<input type="checkbox"/> 480/277 Volt, 4-wire, 3Ø	<input type="checkbox"/> Primary voltage (> 2,400 Volts)
<input type="checkbox"/> 240/120 Volt, 4-wire, 3Ø	<input type="checkbox"/> Other (specify)
<input type="checkbox"/> 208/120 Volt, 4-wire, 3Ø	
*If required, who will install the electric service wire?	
<input type="checkbox"/> Applicant	<input type="checkbox"/> PG&E
<b><u>Natural Gas Load Information</u></b>	
<i>Natural gas standard service delivery pressure is provided at ¼ psig (7" water column). Requests for elevated service delivery pressure require PG&amp;E review and approval. If granted, elevated service delivery pressure may be reduced at any time due to PG&amp;E operational needs. Special facilities &amp; cost-of-ownership charges may apply for elevated service delivery pressure. For further information, contact your local PG&amp;E office and refer to Gas Rule 2.</i>	
Number of meters at each service location	
*If required, who will install the gas pipe? <input type="checkbox"/> Applicant <input type="checkbox"/> PG&E	
<b><u>General Construction</u></b>	
*Will temporary electric service be required? <input type="checkbox"/> No <input type="checkbox"/> Yes Date needed	
*Will temporary gas service be required? <input type="checkbox"/> No <input type="checkbox"/> Yes Date needed	
If, yes please complete the following:	
*Will Temporary Service power be operated for less than one year? <input type="checkbox"/> No <input type="checkbox"/> Yes	
Have you ever completed a temporary power project with us before? <input type="checkbox"/> No <input type="checkbox"/> Yes	
*Who will trench and backfill for Temporary Service?	
<input type="checkbox"/> Applicant/Gas	<input type="checkbox"/> PG&E/Gas
<input type="checkbox"/> Applicant/Electric	<input type="checkbox"/> PG&E/Electric
<b><u>Electric Temporary Services</u></b>	
*Panel, Main Breaker Size _____ amps	
*Will Applicant or Contractor Install Pole? <input type="checkbox"/> No <input type="checkbox"/> Yes	
<b><u>Gas Temporary Services</u></b>	
*Gas Service Delivery Pressure Requested: _____ ¼ psig other	
*Number of Meters at each service location?	
*Total Gas Load	
*I request PG&E to provide a construction bid for:	
<input type="checkbox"/> Gas Facilities	<input type="checkbox"/> Electric Facilities
PG&E gas or electric facilities require removal? <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Not sure Date Needed	



# APPLICATION FOR SERVICE EXISTING SERVICE RELOCATE / CHANGE SERVICE

## Agreement to Pay and Signature

I understand that service will be engineered and installed based upon the information provided here. I agree to pay PG&E, on demand, for all work PG&E performs and all costs PG&E incurs for this application for service. PG&E may cancel this Application for Service (a) if the application is incomplete and I do not provide all necessary supporting documents and project data after being notified by PG&E, (b) if I fail to provide an engineering advance within ninety days after one is requested by PG&E, or (c) if PG&E sends a proposed contract and I do not return the contract, with the required payment, within ninety days. If the project is postponed or cancelled, by either party, I will pay PG&E for all such work and costs incurred by PG&E prior to the postponement or cancellation. PG&E's costs may include, for example, labor, material and supplies, (including long lead time materials), transportation, and other direct costs which PG&E allocates to such work. Incomplete information or any changes made at my request during the engineering, or after it is completed, will subject me to additional charges and may delay the establishment of service. I further agree to pay for any damage to new or existing PG&E facilities caused by my contractors or me. Service shall be subject to all of PG&E's applicable tariff schedules on file with and authorized by the California Public Utilities Commission (CPUC) and shall at all times be subject to such changes or modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

I understand that PG&E may require an engineering advance to cover some or all of its costs for project review, design work and cost development in connection with this application for service. I understand that any advance will be based upon current costs and the amount of work anticipated by PG&E based upon the information submitted in this application. I understand that any advance will be credited against the amount I owe, applied to the amount I may owe on the resulting line extension agreement, or refunded to me without interest when PG&E has completed its engineering work or if the project has been cancelled or postponed.

**I have read the above information. I understand and agree with the provisions and my responsibilities.**

Applicant's Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_  
First Name, Middle Initial, Last Name



**Electric Sample Form No. 62-0980**  
Distribution Service and Extension Agreement Declarations

Sheet 1  
(T)

Advice Letter No: 4141-E  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



DISTRIBUTION:  
 Applicant (copy)  
 Division (copy)  
 CFM(Original)

REFERENCES:  
 Notification # \_\_\_\_\_  
 E-PM # \_\_\_\_\_  
 G-PM # \_\_\_\_\_  
 Bill Doc # \_\_\_\_\_  
 MLX # \_\_\_\_\_  
 Prior MLX # \_\_\_\_\_  
 Customer # \_\_\_\_\_

# DISTRIBUTION SERVICE AND EXTENSION AGREEMENT DECLARATIONS<sup>1</sup>

Submitted to Applicant by:

PG&E REP NAME

Date of issuance: \_\_\_\_\_

1. \_\_\_\_\_ (**Applicant**), has requested **PACIFIC GAS AND ELECTRIC COMPANY**, a California corporation (PG&E), to deliver **Gas / Electric** energy to the property situated at **Enter Address Here** and shown on the attached drawings.
2. **Applicable Documents.** The cost summary for the facilities to be installed is attached hereto as Exhibit A. These facilities shall be installed in accordance with the applicable rules on file with the California Public Utilities Commission (which may include Gas and Electric Rules 2, 13, 15, 16, and 20), as well as the requirements set forth in the Provisions (Form 62-0982) and the General Terms and Conditions for Gas and Electric Service by Applicant (Form 79-716) These documents are located online in PG&E's Tariff Book, which is available at [http://www.pge.com/customer\\_service/new\\_construction\\_services/](http://www.pge.com/customer_service/new_construction_services/). Should you require hard copies please contact your PG&E Representative.
3. **Construction Options.** The responsibility for providing line extension work is divided between PG&E and the Applicant. However, Applicant may chose to have a qualified contractor perform some of the work that is PG&E's responsibility, and may choose to have PG&E perform some or all of the work that is the Applicant's responsibility. PG&E will reimburse or collect money based on its estimate of the costs, subject to the applicable rules. Based on Applicant's request, the contract costs are based on the following construction options:

PG&E Responsibility <sup>1</sup>		To Be Performed By	
		PG&E	Applicant
Gas	Main Trench	<input type="checkbox"/>	<input type="checkbox"/>
	Main Pipe Installation	<input type="checkbox"/>	<input type="checkbox"/>
	Service Pipe Installation	<input type="checkbox"/>	<input type="checkbox"/>
Electric	Distribution Wire and Equipment Installation	<input type="checkbox"/>	<input type="checkbox"/>
	Service Wire Installation	<input type="checkbox"/>	<input type="checkbox"/>

Applicant Responsibility <sup>2</sup>		To Be Performed By	
		PG&E	Applicant
Gas	Service Trench	<input type="checkbox"/>	<input type="checkbox"/>
Electric	Distribution Trench	<input type="checkbox"/>	<input type="checkbox"/>
	Service Trench	<input type="checkbox"/>	<input type="checkbox"/>
	Distribution Substructure Installation	<input type="checkbox"/>	<input type="checkbox"/>
	Service Substructure Installation	<input type="checkbox"/>	<input type="checkbox"/>

1. PG&E's responsibilities per Rule 15.b.1.b and Rule 16.D.2  
 2. Applicant's responsibilities per Rule 15.b.1.a and Rule 16.D.1



# DISTRIBUTION SERVICE AND EXTENSION AGREEMENT DECLARATIONS

4.  N/A

### Refund/Discount Option Selection

Applicant, in accordance with PG&E's extension rules, must select **one** of the following options for each commodity you are requesting service (gas and/or electric). Once the selection has been made, it cannot be changed.

Gas	Electric
<input type="checkbox"/> 10-Year Subject to Refund Option	<input type="checkbox"/> 10-Year Subject to Refund Option
- or -	- or -
<input type="checkbox"/> Non-Refundable 50% Discount Option	<input type="checkbox"/> Non-Refundable 50% Discount Option

ACCEPTED:

APPLICANT:

BY:

\_\_\_\_\_ (Authorized Signature)

\_\_\_\_\_ (Type or Print Name)

DATE:

\_\_\_\_\_

MAILING ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_

### PACIFIC GAS AND ELECTRIC CO.:

BY:

\_\_\_\_\_ (Authorized Signature)

\_\_\_\_\_ (Type or Print Name)

TITLE:

\_\_\_\_\_

DIVISION:

\_\_\_\_\_

DATE:

\_\_\_\_\_



# DISTRIBUTION SERVICE AND EXTENSION AGREEMENT DECLARATIONS

4.  N/A

### Refund/Discount Option Selection

Applicant, in accordance with PG&E's extension rules, must select **one** of the following options for each commodity you are requesting service (gas and/or electric). Once the selection has been made, it cannot be changed.

Gas	Electric
<input type="checkbox"/> 10-Year Subject to Refund Option	<input type="checkbox"/> 10-Year Subject to Refund Option
- or -	- or -
<input type="checkbox"/> Non-Refundable 50% Discount Option	<input type="checkbox"/> Non-Refundable 50% Discount Option

ACCEPTED:

GROUP OF APPLICANTS:

<b>BY:</b>	<b>MAILING ADDRESS:</b>	<b>Amount of Payment/%</b>
_____	_____	\$ _____ / _____
(Authorized Signature)		
_____	_____	
(Type or Print Name)		

**DATE:** \_\_\_\_\_

<b>BY:</b>	<b>MAILING ADDRESS:</b>	<b>Amount of Payment/%</b>
_____	_____	\$ _____ / _____
(Authorized Signature)		
_____	_____	
(Type or Print Name)		

**DATE:** \_\_\_\_\_

<b>BY:</b>	<b>MAILING ADDRESS:</b>	<b>Amount of Payment/%</b>
_____	_____	\$ _____ / _____
(Authorized Signature)		
_____	_____	
(Type or Print Name)		

**DATE:** \_\_\_\_\_



# DISTRIBUTION SERVICE AND EXTENSION AGREEMENT DECLARATIONS

**BY:** \_\_\_\_\_  
(Authorized Signature) \_\_\_\_\_  
\_\_\_\_\_  
(Type or Print Name) \_\_\_\_\_

**MAILING ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Amount of Payment/%**  
\$ \_\_\_\_\_ / \_\_\_\_\_

**DATE:** \_\_\_\_\_

**BY:** \_\_\_\_\_  
(Authorized Signature) \_\_\_\_\_  
\_\_\_\_\_  
(Type or Print Name) \_\_\_\_\_

**MAILING ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Amount of Payment/%**  
\$ \_\_\_\_\_ / \_\_\_\_\_

**DATE:** \_\_\_\_\_

## PACIFIC GAS AND ELECTRIC CO.:

**BY:** \_\_\_\_\_  
(Authorized Signature)  
\_\_\_\_\_  
(Type or Print Name)

**TITLE:** \_\_\_\_\_

**DIVISION:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



**Electric Sample Form No. 62-0982**  
Distribution and Service Extension Agreement - Provisions

**Please Refer to Attached  
Sample Form**

Advice Letter No: 4141-E  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_

# DISTRIBUTION AND SERVICE EXTENSION AGREEMENT - PROVISIONS

1. As indicated in the Declarations, Applicant has elected to have competitive bidding and has awarded a qualified Contractor or PG&E the responsibility of installing gas and electric service, as applicable, to the locations described in Exhibit B. These services shall be installed in accordance with the provisions of PG&E's Rules 2, 15 and 16, General Terms and Conditions, project specific terms and conditions, design, specifications, and the requirements of this Agreement.
2. **Construction Responsibilities of Applicant.**

Applicant shall perform or arrange for the performance of the following work required for this project:

***Electric Extensions:***

- Route clearing, tree trimming, trenching, excavating, backfilling, and compacting;
- Furnishing of imported backfill material as required and disposal of trench spoil as required;
- Performing necessary surface repair and boring as required;
- Furnishing, installing, and transferring ownership to PG&E of any substructures, conduits, and protective structures required other than the conduit portion of cable-in-conduit (Rule 15 only);
- Obtaining any necessary construction permits for all work performed by Applicant under this Agreement.

***Electric Underground Extensions:***

- Installing primary and secondary distribution conductors, poles, pole risers, switches, transformers, and other distribution facilities required to complete the extension.

***Electric Overhead Extensions:***

- Installing all facilities required for the pole line extension, including poles, conductors, transformers, switches, and other devices as might be required.

***Gas Extensions:***

- Installing gas distribution main pipe, valves, and other related distribution equipment, as specified by PG&E, required to complete the extension including all necessary trenching, backfilling, and other digging as required.
- Furnishing, installing and upon acceptance by PG&E, conveying to PG&E the ownership of all necessary installed substructures and protective structures necessary to contain or support PG&E's gas facilities.

Applicant agrees to secure and pay for all required permits and licenses which may be required to fulfill the construction responsibilities from the governmental authority having jurisdiction

Applicant shall provide to PG&E, prior to PG&E preparing the line extension contract, the Applicant's Contract Anticipated Costs to perform the work normally provided by PG&E. The Applicant shall submit, on a form provided by PG&E, a verified statement of such costs. If the Applicant elects not to provide such costs to PG&E, the Applicant shall acknowledge its election on the form and PG&E will use its estimate.

If Applicant elects to have PG&E perform this work, Applicant shall pay to PG&E, as specified herein and before the start of construction, PG&E's estimated-installed costs thereof.

## **DISTRIBUTION AND SERVICE EXTENSION AGREEMENT - PROVISIONS**

Applicant shall also pay to PG&E the costs for substructures and conduits which PG&E had previously installed at its own expense in anticipation of the current extension. Any necessary riser conduit, conduit covering, and miscellaneous riser material required for the line extension shall be paid for by Applicant and shall be installed by PG&E on PG&E owned and maintained facilities.

Upon completion of construction by Applicant and inspection and acceptance by PG&E, title and ownership for the gas and electric facilities installed under this Agreement shall vest in PG&E in accordance with the Acceptance and Conveyance section of this Agreement and as specified in the respective rule.

### **3. Construction Responsibilities of PG&E.**

Except as otherwise provided in the rules, PG&E shall be responsible for:

- Providing inspection service to verify Applicant's performance under this Agreement, as determined by PG&E; and
- Connecting the applicant-installed facilities to PG&E's energized and pressurized supply system (system tie-in work), as applicable.

PG&E will perform its construction responsibilities for the installation of only those facilities that, in PG&E's judgment, will be used within a reasonable time to serve permanent loads.

### **4. Power Quality and Voltage Stability.**

Under normal load conditions, PG&E will deliver sustained voltage as close to the nominal service voltages that are economically practical. Any deviations from the normal voltage levels will be no greater than the service voltage ranges specified in PG&E's Electric Rule 2. Exceptions to voltage limits are specified in PG&E's Electric Rule 2. Applicant is responsible for planning, designing, operating and protecting equipment beyond PG&E's delivery point.

**5. Rule 16 Service Extensions.** Service Extensions will be installed in accordance with PG&E's Gas and Electric Rule 16. Applicant shall be responsible for all service trenching.

**6. Street Lighting Facilities.** If any street lighting facilities are to be installed, the installation shall be made in accordance with PG&E's applicable street and highway lighting schedule(s).

**7. Overhead to Underground Conversions.** In the event there is replacement of existing overhead electric facilities with underground facilities in conjunction with this project, the conversion shall be made in accordance with the applicable provisions of PG&E's Electric Rule 20.

In the event that there is an Electric Rule 20.B or 20.C conversion in conjunction with this project, Applicant shall, at its expense, provide any necessary changes to the existing facilities so as to receive underground electric service at the points specified by PG&E. Underground electric service will not be energized until all affected premises are equipped to receive service in accordance with specifications and inspection has been received from the governing jurisdiction.

Applicant shall not work on facilities owned by PG&E.

### **8. Allowances and Payments.**

Applicant shall pay to PG&E on demand and in advance of any construction, a refundable payment, shown in Exhibit A, less any allowances shown therein, for any PG&E costs associated with the

## DISTRIBUTION AND SERVICE EXTENSION AGREEMENT - PROVISIONS

extension for the estimated costs of design, administration and the installation of any additional facilities necessary to complete the extension, including, but not limited to:

- engineering and administrative costs,
- system tie-in work,
- any applicable taxes.

**INSPECTION FEES:** A payment for PG&E's estimated cost for the inspections by PG&E of work performed by Applicant or Applicant's contractor, shown in Exhibit A, which shall be a fixed amount, not subject to reconciliation. Such inspection costs may be subject to otherwise available allowances and refund up to the difference between the Applicant's Contract Anticipated Costs and PG&E's estimate for performing the same work. Inspections costs are otherwise non-refundable. The total amount subject to refund shall not exceed PG&E's refundable cost estimate.

**NON-REFUNDABLE:** A non-refundable payment, shown in Exhibit A, for costs which may include, but are not limited to:

- re-engineering fees,
- preparation fees for trench composite drawings,
- survey and land rights acquisition costs,
- any applicable taxes.

**ALLOWANCES:** Allowances for permanent residential and non-residential service are provided in accordance with Gas and Electric Rule 15 and are included in Exhibit A, as applicable.

**ITCC:** All contributions and advances by Applicant are taxable and shall include an Income Tax Component of Contributions (ITCC) at the rate provided in PG&E's Preliminary Statement. ITCC will be either refundable or non-refundable in accordance with the corresponding contribution.

**GROUP OF APPLICANTS.** The total contribution or advance from a group of applicants will be apportioned among the members of the group in such manner as they mutually agree.

### 9. Amount Subject to Refund.

The total refundable amount set forth in Exhibit A - Cost Summary shall be subject to refund, without interest, on the basis of a new customer's permanent load connected to the line extension that produces additional revenue to PG&E in accordance with the following provisions:

Refunds will be made within ninety (90) days after the date Applicant becomes eligible for a refund except that refunds may be accumulated to a \$50 minimum, or the total refundable balance remaining is less than \$50.

**Residential:** The refund will be deducted from the total refundable amount. The remaining amount subject to refund represents that portion of the extension cost not supported by revenues.

**Non-residential:** PG&E shall review Applicant's actual base annual revenue each year for the first three years from the date PG&E is first ready to provide service. Applicant shall be responsible for notifying PG&E if new, permanent load is added the fourth through tenth year from the date PG&E is first ready to provide service. Such review shall determine if additional revenue supports any refunds to Applicant.

**Refund Period:** The total refundable amount is subject to refund for a period of ten (10) years after PG&E is first ready to provide service. No refund shall be made in excess of the refundable amount

## DISTRIBUTION AND SERVICE EXTENSION AGREEMENT - PROVISIONS

nor after a period of (10) years after the date PG&E is first ready to provide service. Any unrefunded amount remaining at the end of the ten-year period shall become the property of PG&E.

**Refunds in Series:** When there is a series of extensions, beginning with an extension having an outstanding amount subject to refund, and each extension is dependent on the previous extension as a direct source of supply, a series of refunds will be made as follows:

- (1) Additional service connections supplied from an extension on which there is a refundable amount will provide refunds first to the extensions to which they are connected; and,
- (2) When the amount subject to refund on an extension in a series is fully refunded, the excess refundable amount will provide refunds to the extension having the oldest outstanding amount subject to refund in the series.

**Gas-only Trenching:** If Applicant chooses to perform trenching for PG&E's gas facilities, and qualifies for a gas extension allowance, PG&E will provide Applicant with a reimbursement or credit for the lower of PG&E's project-specific estimated costs or Applicant's Contract Anticipated Costs, as reported on Applicant's Statement of Costs form (Form # 79-1003), upon completion and acceptance by PG&E.

**Outstanding Payments:** Applicant or subsequent assignees of this Agreement shall not be eligible for refunds if there are any outstanding payments due PG&E.

### 10. Unsupported Extension Cost.

When any portion of the refundable amount has not qualified for a refund at the end of twelve (12) months for electric service or thirty-six (36) months for gas service from the date PG&E is first ready to provide service, Applicant will pay to PG&E a cost-of-ownership charge on the remaining refundable balance. Monthly ownership charges are in addition to the refundable amount, and will normally be accumulated and deducted from refunds due to Applicant.

Payment of such cost-of-ownership charges will normally be made by deduction from the payments to be refunded as described in the Amount Subject to Refund section of this Agreement, but such deduction will not thereafter reduce the amount on which the cost-of-ownership charges are determined. If the amount remaining in the original refundable payment is insufficient to offset the cost-of-ownership charge within the 10-year refund period (described in the Amount Subject to Refund section of this Agreement) PG&E shall have the right to separately bill Applicant for this deficiency for the remaining duration of the 10-year refund period. However, the amount subject to cost-of-ownership charges will continue to be reduced by additional connected loads as defined in the Amount Subject to Refund section of this Agreement. Such ownership charges shall initially be determined from the applicable percentage rate established in the Special Facilities section(s) of PG&E's Gas or Electric Rule 2.

The monthly cost-of-ownership charges herein shall automatically increase or decrease without formal amendment to this Agreement if the Commission should subsequently authorize a higher or lower percentage rate for the monthly cost-of-ownership, effective on the date of such authorization.

This provision does not apply to individual residential applicants.

### 11. Payment Adjustments.

**Contract Compliance.** If after six (6) months following the date PG&E is first ready to serve residential loads for which allowances were granted, one (1) year for non-residential loads, Applicant

## DISTRIBUTION AND SERVICE EXTENSION AGREEMENT - PROVISIONS

fails to take service, or fails to use the service contracted for, Applicant shall pay to PG&E an additional contribution.

**Excess Facilities:** If the loads provided by Applicant(s) results in Applicant, the approved contractor or PG&E having installed facilities which are in excess of those needed to serve the actual loads, PG&E may elect to do the following: (1) Applicant shall pay PG&E its estimated cost to remove, abandon, alter, or replace the excess facilities, including those facilities that PG&E reinforced, enlarged, or replaced in anticipation of Applicant's proposed load, less the estimated salvage for any removed facilities, or (2) Applicant shall pay PG&E any Special Facilities charges in accordance with PG&E's Rule 2 for those facilities, including those facilities that PG&E reinforced, enlarged, or replaced in anticipation of Applicant's proposed load, which are in excess of those facilities needed to serve Applicant's actual load. The total cost of the facilities PG&E reinforced, enlarged, or replaced are shown in Exhibit A.

**Deficiency Charges for Non-Payment:** Applicant shall pay PG&E for any administrative and processing charges associated with collecting any payment adjustments related to this Agreement.

### 12. Non-Refundable Amount.

**Discount Option: Competitive Bidding - Installation by Applicant.** In lieu of receiving refunds for the total refundable amount described in the Amount Subject to Refund section, Applicant may elect the Discount Option. Upon completion, acceptance and conveyance of the gas and electric facilities to PG&E, in accordance with the provisions of this Agreement, Applicant may elect to receive a lump sum payment of fifty percent (50%) of the refundable amount as shown in Exhibit A - Cost Summary.

**Discount Option: Competitive Bidding - Installation by PG&E.** In lieu of contributing the total refundable amount described in the Amount Subject to Refund section, Applicant has the option of contributing, on a non-refundable basis, fifty percent (50%) of the refundable amount as shown in Exhibit A - Cost Summary.

**Excess Service:** PG&E's estimated installed costs for Service Extensions in excess of the allowance, not subject to discount, as defined in PG&E's Gas and Electric Rule 16 as shown in Exhibit A - Cost Summary are non-refundable.

**Other Non-refundable Amounts.** Applicant shall pay to PG&E a fixed amount as a non-refundable payment, shown in Exhibit A, for the inspections by PG&E of Distribution System work performed by Applicant or Applicant's contractor, to the extent that such costs are not covered by allowances according to Provision 8 of this document, as well as other non-refundable costs which may include, but are not limited to:

- re-engineering fees,
- preparation fees for trench composite drawings,
- survey and land rights acquisition costs,
- any applicable taxes.

### 13. Non-Standard Equipment Installation and Removal.

When the situation requires the location, installation, maintenance, repair and replacement of specialized or non-standard utility-owned equipment (Equipment) necessary to provide utility service or perform utility work, Applicant agrees to pay the costs to install PG&E's equipment. Applicant further agrees that, should the Equipment need to be replaced for any reason, it shall be Applicant's responsibility to make arrangements and to pay the cost to have the equipment removed and replacement equipment installed. PG&E shall be responsible for furnishing and delivering any

## **DISTRIBUTION AND SERVICE EXTENSION AGREEMENT - PROVISIONS**

replacement to the site. PG&E hereby agrees to the Equipment location on the following terms and conditions:

- Applicant shall furnish, install, own and maintain the Equipment area within or upon his building at his sole cost. The construction of the area shall comply with all applicable building code requirements. The site, access, location, and arrangement of the facilities shall be subject to PG&E's prior written approval, and any changes or additions thereto shall be made only after PG&E's prior written approval. Except for required area maintenance by Applicant, under PG&E's supervision, Applicant shall not have access to the Equipment area.
- Applicant shall make proper arrangements and pay all the costs associated with the initial and all subsequent installations and removals of PG&E's Equipment into the Equipment area.
- Applicant shall furnish, install, own and maintain all primary and secondary conduits within the property line at his sole cost. The plans for the installation of the secondary service facilities termination details, and other associated facilities installed by Applicant for PG&E use shall be subject to PG&E's prior written approval and shall comply with all applicable code requirements.
- Applicant accepts responsibility for any service interruption that may result from PG&E not having clear access to the Equipment area.

### **14. General Access.**

Where it is necessary for PG&E to install facilities on Applicant's premises, Applicant hereby grants to PG&E: (a) the right to install, own and maintain such facilities on Applicant's premises together with sufficient legal clearance between all structures now or hereafter erected on Applicant's premises; (b) the right to enter and leave Applicant's premises for any purpose connected with the furnishing of gas and electric service (meter reading, inspection, testing, routine repairs, maintenance, replacement, emergency work, etc.) and the exercise of any and all rights secured to it by law, or under PG&E's tariff schedules.

### **15. Land Rights.**

Where formal rights-of-way, easements, land leases, or permits are required by PG&E for the installation of the facilities on or over Applicant's property, or the property of others, Applicant understands and agrees that PG&E shall not be obligated to install the Facilities or accept the facilities installed by Applicant or the approved contractor unless and until any necessary permanent rights-of-way, easements, land leases, or permits, satisfactory to PG&E, are granted to or obtained for PG&E without cost to or condemnation by PG&E; however, if PG&E is unable to obtain such land rights, Applicant shall obtain them. Such easement shall include the right of access and right to trim trees as necessary to maintain required legal clearances from overhead wires.

### **16. Acceptance and Conveyance.**

In accordance with the PG&E's General Terms and Conditions attached, and upon (a) PG&E's receipt of any required formal rights-of-way, easements, leases, and permits, and (b) PG&E's pressurization and energization of facilities installed by Applicant, Applicant hereby grants and conveys to PG&E, its successors and assigns, all rights, title and interest in and to all such work and facilities, free and clear of all liens and encumbrances.

### **17. Safety Precautions.**

Applicant shall ascertain the location of all existing gas and electric facilities of PG&E within the scope of Applicant's construction area and inspect the area initially and periodically during construction to verify the location of all existing and new PG&E facilities. Applicant and PG&E shall

## DISTRIBUTION AND SERVICE EXTENSION AGREEMENT - PROVISIONS

perform all work in compliance with applicable federal, state, and local laws, rules and regulations. Applicant shall inform all persons doing work in proximity of the location of PG&E's facilities and ensure that all work of non-PG&E employees is planned and conducted in a manner to safeguard persons and property from injury. Work performed in close proximity to PG&E's energized electric facilities and pressurized gas facilities also shall be performed in accordance with established Cal-OSHA safety rules and practices, and as may be directed by PG&E. Only personnel duly authorized by PG&E are allowed to connect or disconnect conductors from PG&E-owned Service Facilities, or perform any work upon PG&E-owned existing facilities.

### 18. Delays in Construction.

- **Force Majeure.** PG&E shall not be responsible for any delay in either the performance of Applicant's responsibilities under this Agreement, or the installation or completion of the facilities by PG&E resulting from shortage of labor or materials, strike, labor disturbance, war, riot, weather conditions, governmental rule, regulation or order, including orders or judgments of any court or commission, delay in obtaining necessary land rights, act of God, or any other cause or condition beyond the control of PG&E.
- **Resources.** PG&E shall have the right, in the event it is unable to obtain sufficient supplies, materials, or labor for all of its construction requirements, to allocate materials and labor to construction projects which it deems, in its sole discretion, most important to serve the needs of its customers. Any delay in construction hereunder resulting from such allocation shall be deemed to be cause beyond PG&E's control.
- **Inflation.** In the event that PG&E is prevented from commencing the installation of the facilities for reasons beyond its reasonable control within twelve months following the effective date of this Agreement, PG&E shall have the right to revise the cost figures to reflect any increases in costs since the original costs were determined. PG&E shall notify Applicant of such increased costs and give the option to either terminate this Agreement or pay PG&E the additional charges.

### 19. Change Orders and Relocations.

All standard design or construction changes made in the field, which impact the charges to Applicant, will be made using PG&E's Agreement Change Order. These field changes, including unforeseen field conditions which may result in additional work or costs by Applicant, the approved contractor or PG&E, may require sketch revisions of Exhibit B. Unforeseen field conditions include, but are not limited to, contaminated soil, obstructions, and weather conditions. The proper execution and attachment of the Agreement Change Order, and any necessary changes to supersede Exhibit A resulting from the change order, constitutes formal amendment to this Agreement. Applicant shall pay PG&E for any such changes in accordance with the appropriate tariff.

EXCEPTION: If the requested changes are in addition to or substitution for the standard Facilities that PG&E would normally install, then a Special Facilities Agreement shall be required under the provisions of Section I of Rule 2.

### 20. Termination of Agreement.

In the event Applicant has not fulfilled its obligations under this Agreement within twelve (12) months following the date of this Agreement, and PG&E is unable to proceed hereunder, PG&E shall have the right to terminate and/or supersede this Agreement upon thirty (30) days' written notice to Applicant. Upon such notice PG&E will calculate any refundable or additional non-refundable

## **DISTRIBUTION AND SERVICE EXTENSION AGREEMENT - PROVISIONS**

amounts that may be due based on that portion of the distribution system then completed, utilizing the estimated costs developed by PG&E for this Agreement.

The superseding Agreement, if any, shall be in the same form as this Agreement, shall be executed by the parties hereto and shall provide that costs be allocated to the portion of the Distribution System then completed, if any, consistent with those costs estimated by PG&E for this Agreement.

If this Agreement is terminated as set forth above, Applicant further agrees to forfeit that portion of the advance paid to PG&E for its expenses covering any engineering, surveying, right-of-way, removal, acquisition and other associated work incurred by PG&E. If such expenses are greater or less than the refundable and/or non-refundable payments, Applicant shall pay to PG&E, or PG&E shall refund the balance without interest, to Applicant, as the case may be.

### **21. Indemnification and Withholding.**

**INDEMNIFICATION:** Applicant shall indemnify, defend and hold harmless PG&E, its officers, directors, agents, and employees, from and against all claims, demands, losses, damages, costs, expenses, and legal liability connected with or resulting from injury to or death of persons, including but not limited to employees of PG&E, Applicant, contractor or subcontractor; injury to property of PG&E, Applicant, or any third party, or to natural resources, or violation of any local, state or federal law or regulation, including but not limited to environmental laws or regulations, or strict liability imposed by any law or regulation; arising out of, related to, or in any way connected with Applicant's performance of this Agreement, however caused, regardless of any strict liability or negligence of PG&E, whether active or passive, excepting only such claims, demands, losses, damages, costs, expenses, liability or violation of law or regulation as may be caused by the active negligence or willful misconduct of PG&E, its officers, agents, or employees.

Applicant acknowledges that any claims, demands, losses, damages, costs, expenses, and legal liability that arise out of, result from, or are in any way connected with the release or spill of any legally designated hazardous material or waste as a result of the work performed under this Agreement are expressly within the scope of this indemnity, and that the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial work, penalties, and fines arising from the violation of any local, state, or federal law or regulation, attorney's fees, disbursements, and other response costs are expressly within the scope of this indemnity.

Applicant shall, on PG&E's request, defend any action, claim or suit asserting a claim covered by this indemnity. Applicant shall pay all costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorney's fees.

**WITHHOLDING:** In addition to any other right to withhold, PG&E may withhold from payments due Applicant hereunder such amounts as, in PG&E's opinion, are reasonably necessary to provide security against all loss, damage, expense, and liability covered by the foregoing indemnification provision.

### **22. Assignment of Contract.**

Applicant may assign this Agreement, in whole or in part, only if PG&E consents in writing and the party to whom the Agreement is assigned (Assignee) agrees in writing, to perform the obligations of Applicant hereunder. Such assignment shall be made using PG&E's Assignment Agreement and shall be notarized. Assignment of this Agreement shall not release Applicant from any of the obligations under this Agreement unless otherwise provided therein, shall be deemed to include Applicant's right to any refunds then unpaid or which may thereafter become payable.

## **DISTRIBUTION AND SERVICE EXTENSION AGREEMENT - PROVISIONS**

### **23. Joint and Several Liability.**

Where two or more individuals or entities are joint applicants under this Agreement, PG&E shall direct all communications, charges and refunds to Applicant designated below, but all applicants shall be jointly and severally liable to comply with all terms and conditions herein.

### **24. Warranty.**

As specified in PG&E's General Terms and Conditions, Applicant shall warrant that all materials and workmanship performed or otherwise provided by Applicant shall be free of all defects and fit for its intended purposes. The warranty begins with the date the facilities are energized or pressurized by PG&E and extends past the date of final acceptance of the Distribution System by PG&E for (a) one year covering equipment furnished and installed by Applicant or the approved contractor, and (b) two years plus, covering the trenching and backfilling. In the event Applicant's work or materials provided under this Agreement fails to conform to the warranty or are damaged as a result of any actions by a third party, Applicant shall reimburse PG&E its costs for the total cost of repair and/or replacement as deemed necessary by PG&E. Such reimbursements shall be non-refundable.

### **25. Effective Date and Term.**

This Agreement shall be binding when: (a) the Agreement is signed by Applicant and delivered together with payment required to PG&E within ninety (90) days of issuance, and (b) the Agreement is accepted and executed by PG&E. If Applicant is a corporation, partnership, joint venture or a group of individuals, the subscriber hereto represents that he or she has the authority to bind said corporation, partners, joint venture or individuals as the case may be.

The term of this Agreement shall commence on the date PG&E's facilities are first ready to supply and serve, as shown in PG&E's records, and shall then continue in force for a period of ten years, subject to the termination provision of this Agreement

### **26. Commission Jurisdiction.**

This Agreement shall be subject to all of PG&E's applicable tariff schedules on file with and authorized by the Commission and shall at all times be subject to such changes or modifications as the Commission may direct from time to time in the exercise of its jurisdiction. These may include, but are not limited to changes or modifications to Monthly Cost-of-Ownership Charges (higher or lower percentage rates), extension rules, rate schedules, allowances and refund amounts.



**Electric Sample Form No. 62-4042**  
Surety Bond/Bill Guaranty

(T)

**Please Refer to Attached  
Sample Form**

Advice Letter No: 4141-E  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_

# SURETY BOND / BILL GUARANTY

In consideration of Pacific Gas and Electric Company furnishing gas and/or electric service to **(a)** \_\_\_\_\_ **(applicant)** without demanding that the Applicant provide a cash deposit as security for the payment for the Utility Service, I guarantee the prompt payment of all bills due or to become due for the Utility Service provided to Applicant.

If the Applicant does not pay the entire amount due for the Utility Service after Pacific Gas and Electric Company has demanded payment from the Applicant, I will pay all amounts due for Utility Service to Pacific Gas and Electric Company, up to but not exceeding total of **(b)** \_\_\_\_\_ (\$ \_\_\_\_\_).

I authorize Pacific Gas and Electric to transfer any past due closing bill (limited to the amount of this guaranty) for the Utility Service provided to Applicant to my current account or any subsequent account I may have with Pacific Gas and Electric Company. I agree that Pacific Gas and Electric Company may disconnect service to any or all accounts to which the closing bill is transferred if the bill is not paid. **(This clause does not apply to bonding and/or insurance company using a surety bond).**

I waive notice of acceptance of this guaranty, presentation of bills and other collection notices, and consent without further notice to any extension of time granted to the Applicant for payment of any amount due.

I agree that I cannot require Pacific Gas and Electric Company to pursue any remedy Pacific Gas and Electric Company might have against Applicant as a prerequisite to pursuing any remedy Pacific Gas and Electric Company may have against me under this guaranty.

I agree to pay Pacific Gas and Electric Company all cost and expenses it shall incur associated with collection proceedings, including reasonable attorneys' fees, in the event that Pacific Gas and Electric Company must institute any such proceedings to collect any amount due under this guaranty.

I agree this guaranty will remain in effect until either (1) the applicant's accounts under which the Utility Service is provided are closed, (2) Applicant establishes Credit pursuant to Rule No. 6, or (3) twenty days after Pacific Gas and Electric Company receives a written notice from me of termination of this guaranty sent "return receipt requested" to **P.O. Box 8329, Stockton, CA 95208.** I guarantee the payment of all amounts due for the Utility Service as of the time of the termination of this guaranty.

This guaranty shall at all times be subject to such changes or modification by the Public Utilities Commission as it may, from time to time, direct in the exercise of its jurisdiction.

(c) \_\_\_\_\_  
Name of Guarantor(s) (if surety or bonding company, print name of company)

*I declare under penalty of perjury under the laws of the State of California that I am the individual whose name has been signed as guarantor of this agreement.*

(e) Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

(d) \_\_\_\_\_  
Name of Guarantor(s)

At \_\_\_\_\_  
(City, State)

(f) \_\_\_\_\_  
Signature of Guarantor(s)

(g) \_\_\_\_\_  
Signature of Guarantor(s)

(h) \_\_\_\_\_  
Address

\_\_\_\_\_  
City, State and Zip Code

<b>FOR OFFICE USE ONLY</b>	
<b>CIRCLE ONE:</b> RES / CIA	
APPLICANT'S ACCOUNT ID.	_____ (i) _____
<b>GUARANTOR'S ACCOUNT INFORMATION</b>	
ACCOUNT ID.	_____ (j) _____

## SURETY BOND / BILL GUARANTY

### What are the requirements in the acceptance of a Surety Bond?

A Surety Bond can be obtained from your insurance company or insurance broker.

- Issue in the account name as the PG&E account is held, can not be issued to a dba (doing business as) name.
- No service address, mailing address or PG&E account number should be listed on the Surety Bond.
- The completed Surety Bond with embossed seal, Power of Attorney Page and Notary's Acknowledgement Page copy should be forwarded by fax for acceptance.

The completed Bond form should be forwarded by fax for acceptance.

**Fax to: 1-866-283-0730**

PG&E's bond department will notify you once the form is accepted. Once you are notified, please mail original documents to:

PG&E  
Attn: Bond Desk  
P.O. Box 8329  
Stockton, CA 95208.

**NOTE: THIS IS A LEGAL DOCUMENT AND CANNOT BE ALTERED OR MODIFIED IN ANY WAY.**

### Key Codes

- (c) Name of Bonding Company
- (d) Printed name from line (f)
- (e) Date bond is in full effect (must match notary date)
- (f) Attorney-in-fact signature
- (g) Leave Blank
- (h) Address of Bonding Company
- (i) Leave Blank
- (j) Leave Blank



**Electric Sample Form No. 62-4501**  
Absolving Service Agreement

**Please Refer to Attached  
Sample Form**

Advice Letter No: 4141-E  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



**DISTRIBUTION:**

- Applicant (Original)
- Division (Original)
- Customer Care (Copy)

**REFERENCE:**

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# Absolving Service Agreement

1. \_\_\_\_\_  
 (Applicant) having requested Pacific Gas and Electric Company (PG&E), to supply all of the \_\_\_\_\_ service, hereinafter called "service," required for the operation of Applicant's equipment and apparatus, located at \_\_\_\_\_ County, State of California, PG&E shall, subject to the conditions hereof, install its distribution facilities without undue delay and supply such service in accordance with its applicable rates and rules established from time to time and on file with the Public Utilities Commission of the State of California, and as provided in a written agreement for service, if any, attached hereto and made a part hereof.
  
2. In order for PG&E to supply and/or for Applicant to receive such service, it will be necessary for (check appropriate item or items)
  - PG&E to utilize certain of its existing facilities considered by PG&E to be of questionable permanency.
  - PG&E to install and utilize certain of its facilities on property across which suitable permanent rights of way are not available on a basis acceptable to PG&E.
  - Applicant to use service facilities owned by the hereinafter named licensor.
  - Applicant to install and use service facilities on, over, or under property owned by the hereinafter named licensor.

Said facilities and/or property are shown and delineated on the map attached hereto and made a part hereof.
  
3. Applicant has represented and does hereby represent to PG&E that he has obtained permission to use the said certain service facilities and/or to install and use facilities on, over, and under property owned by the following named Licensor:  
 NAME \_\_\_\_\_  
 ADDRESS \_\_\_\_\_
  
4. Applicant shall hold harmless PG&E, its officers, agents, and employees from and indemnify them against any liability, claim, or loss for damage to any property or injury to or death of any person or persons in any way arising from or connected with the service facilities owned by Licensor or Applicant, as the case may be, used by Applicant to receive service hereunder and PG&E shall have no obligation with respect to the operation or maintenance thereof.
  
5. Should PG&E desire to remove or abandon its facilities of questionable permanency or in the event of the revocation of PG&E's or Applicant's right or permission to locate facilities on property owned by others or on lands across which suitable permanent rights of way are not available, or should Applicant's permission to use Licensor's facilities be terminated, or should Licensor's or Applicant's facilities at any time become unsafe or unsuitable in PG&E's opinion for transmitting service, PG&E shall have the right to remove or abandon any of its facilities and discontinue service to Applicant and in any such event, PG&E, shall be absolved of and from any and all liability to Applicant for and Applicant shall indemnify PG&E, its officers, agents and employees against any and all damage, whether to person or property, which Applicant or any third party may suffer by reason of or in any way connected with such discontinuance of service. PG&E will relocate its facilities upon request provided suitable rights of way are available therefore and Applicant first pays to PG&E the cost of such relocation as estimated by PG&E.



# Absolving Service Agreement

- 6. All service furnished by PG&E to Applicant will be supplied at the connection between Applicant's or Licensor's facilities, as the case may be, and PG&E's facilities, hereinafter called "point of delivery, " and will be transmitted therefrom by Applicant at latter's own risk, provided, however, that for the convenience of the parties hereto, but without in any way changing said point of delivery PG&E may transform or regulate and meter said service at a point agreeable to the parties hereto.
- 7. Applicant may, with PG&E's written consent, assign this contract if the assignee thereof will in writing agree to be bound by all terms and conditions hereof applicable to Applicant and the terms and conditions of any then effective service agreement between the parties hereto for service to said property.
- 8. This agreement shall remain in force so long as PG&E provides service to Applicant on said property unless earlier terminated by mutual agreement by the parties hereto.
- 9. This contract shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California, as said Commission may, from time to time, direct in the exercise of its jurisdiction.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

This agreement is effective when accepted and executed by PG&E.

PACIFIC GAS AND ELECTRIC COMPANY

\_\_\_\_\_  
Customer/Company

\_\_\_\_\_

\_\_\_\_\_  
Authorized by (Print)

\_\_\_\_\_  
Authorized by (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Applicant's Mailing Address

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



**Electric Sample Form No. 62-4527**  
Agreement to Perform Tariff Schedule Related Work

**Please Refer to Attached  
Sample Form**

Advice Letter No: 4141-E  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



# AGREEMENT TO PERFORM TARIFF SCHEDULE RELATED WORK<sup>1</sup>

DISTRIBUTION:	REFERENCE:
<input type="checkbox"/> Applicant (Original)	_____
<input type="checkbox"/> Division (Original)	_____
<input type="checkbox"/> Customer Care (Copy)	_____

\_\_\_\_\_ (Applicant) has requested **PACIFIC GAS AND ELECTRIC COMPANY**, a California corporation (PG&E), to perform the tariff schedule related work as located and described in paragraph 3 herein.

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

- Whenever part or all of the requested work is to be furnished or performed upon property other than that of Applicant, Applicant shall first procure from such owners all necessary rights-of-way and/or permits in a form satisfactory to PG&E and without cost to it.
- Applicant shall indemnify and hold harmless PG&E, its officers, agents and employees, against all loss, damage, expense and liability resulting from injury to or death of any person, including but not limited to, employees of PG&E, Applicant or any third party, or for the loss, destruction or damage to property, including, but not limited to property of PG&E, Applicant or any third party, arising out of or in any way connected with the performance of this agreement, however caused, except to the extent caused by the active negligence or willful misconduct of PG&E, its officers, agents and employees. Applicant will, on PG&E's request, defend any suit asserting a claim covered by this indemnity. Applicant will pay all costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorneys' fees.
- The location and requested work are described as follows: (Describe in detail the materials and facilities to be furnished and/or work to be performed by PG&E. If more space is required, use other side and attach any necessary drawings as Exhibits A, B, C, etc.):

LOCATION: \_\_\_\_\_

DESCRIPTION OF WORK: \_\_\_\_\_

\_\_\_\_\_

- Applicant shall pay to PG&E, promptly upon demand by PG&E, as the complete contract price hereunder, the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_)

Upon completion of requested work, ownership shall vest in:  PG&E  Applicant

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

This agreement is effective when accepted and executed by PG&E.

_____	<b>PACIFIC GAS AND ELECTRIC COMPANY</b>
Applicant	_____
_____	_____
Authorized by (Print)	Authorized by (Print)
_____	_____
Signature	Signature
_____	_____
Title	Title
_____	_____
Date	Date

Mailing Address:

<sup>1</sup>Automated Document, Preliminary Statement, Part A



**Electric Sample Form No. 79-255**  
Agreement for Installation or Allocation of Special Facilities

**Please Refer to Attached  
Sample Form**

Advice Letter No: 4141-E  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



DISTRIBUTION

- Applicant
- Division
- Customer Operations
- Plant Accounting
- Customer Billing

REFERENCE

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# AGREEMENT FOR INSTALLATION OR ALLOCATION OF SPECIAL FACILITIES

At the request of \_\_\_\_\_  
(Applicant), PACIFIC GAS AND ELECTRIC COMPANY (PG&E) hereby agrees, as an accommodation, to install at the Applicant's expense within a reasonable time, or allocate for Applicant's use at

\_\_\_\_\_  
State of California, certain facilities consisting of \_\_\_\_\_ (Special Facilities), at an estimated total additional installed cost of \$ \_\_\_\_\_ over and above the cost of standard facilities which PG&E would normally provide or allocate for regular service in accordance with its tariffs on file with and authorized by the California Public Utilities Commission (Commission), subject to the following terms and conditions:

1. Applicant shall pay to PG&E, on demand and in advance of construction by PG&E, the initial sum of:
  - (a) \$ \_\_\_\_\_ (Advance) which consists of a credit of \$ \_\_\_\_\_ for that portion of the facilities provided by and conveyed to PG&E by the Applicant, and Applicant's payment of \$ \_\_\_\_\_ representing PG&E's additional costs for Special Facilities; plus,
  - (b) \$ \_\_\_\_\_ (Rearrangement) a non-refundable amount representing PG&E's cost of rearranging existing facilities to accommodate the installation of the Special Facilities.
  
2. Applicant shall also pay to PG&E, in addition to the monthly rates and charges for service, at the option of PG&E, either:
  - (a) A monthly charge for the Special Facilities of \$ \_\_\_\_\_ (Cost of Ownership Charge) representing the continuing ownership costs of the Special Facilities (\_\_\_\_\_% per month) as determined in accordance with the applicable percentage rate established in the Special Facilities section of PG&E's applicable Gas or Electric Rule No. 2, copy attached; or,
  - (b) \$ \_\_\_\_\_ (Equivalent One-Time Payment) which is the present worth of the monthly ownership costs ( \_\_\_\_%) for the Special Facilities in perpetuity. Refunds and adjustments, if any, of the Advance and Equivalent One-Time Payment will be made in accordance with paragraph 13. Interest at the rate of \_\_\_\_% annually will be added to the unamortized balance of the Equivalent One-Time Payment on each anniversary of the date the Special Facilities are first made available, as such date is established in PG&E's records, before the current year's Cost of Ownership Charges are deducted.

The monthly Cost of Ownership Charge shall commence on the date the Special Facilities are first available for Applicant's use, as such date is established in PG&E's records. PG&E will notify Applicant, in writing, of such commencement date.
  
3. The annual ownership cost used to determine the Equivalent One-Time Payment or used to determine the monthly charges in paragraph 2 above shall automatically increase or decrease without formal amendment to this agreement if the Commission should subsequently authorize a higher or lower percentage rate for monthly costs of ownership for Special Facilities as stated in Rule No. 2, effective with the date of such authorization. Thereafter, such revised annual ownership cost shall also be used to determine the unamortized balance of the Equivalent One-Time Payment, as provided in paragraph 13.(a).

## AGREEMENT FOR INSTALLATION OR ALLOCATION OF SPECIAL FACILITIES

4. Where it is necessary to install Special Facilities on Applicant's premises, Applicant hereby grants to PG&E:
  - (a) the right to make such installation on Applicant's premises along the shortest practical route thereon and of sufficient width to provide legal clearance from all structures now or hereafter erected on Applicant's premises for any facilities of PG&E; and,
  - (b) the right of ingress to and egress from Applicant's premises at all reasonable hours for any purposes reasonably connected with the operation and maintenance of the Special Facilities.
5. Where formal rights of way or easements are required on and over Applicant's property or the property of others for the installation of the Special Facilities, Applicant understands and agrees that PG&E shall not be obligated to install the Special Facilities unless and until any necessary permanent rights of way or easements, satisfactory to PG&E, are granted without cost to PG&E.
6. PG&E shall not be responsible for any delay in completion of the installation of the Special Facilities resulting from shortage of labor or materials, strike, labor disturbance, war, riot, weather conditions, governmental rule, regulation or order, including orders or judgments of any court or Commission, delay in obtaining necessary rights of way and easements, act of God, or any other cause or condition beyond the control of PG&E. PG&E shall have the right, in the event it is unable to obtain materials or labor for all of its construction requirements, to allocate materials and labor to construction projects which it deems, in its sole discretion, most important to serve the needs of its customers, and any delay in construction hereunder resulting from such allocation shall be deemed to be a cause beyond PG&E's control.
7. In the event that PG&E is prevented from completing the installation of the Special Facilities for reasons beyond its control within twelve (12) months following the date of this Agreement, PG&E shall have the right to terminate this Agreement upon thirty (30) days' written notice to Applicant.
8. If this Agreement is terminated as set forth in paragraph 7, the provisions of paragraph 13 shall be applicable, based on that portion of the Special Facilities then completed, if any, including charges for any expense incurred by PG&E for any engineering, surveying, right of way acquisition expenses and other associated expenses incurred by PG&E for that portion of the Special Facilities not installed or, in PG&E's sole judgment, not useful in supplying permanent service to PG&E's other customers.
9. Special Facilities provided by PG&E hereunder shall at all times be and remain the property of PG&E.
10. As provided in PG&E's applicable Electric Rule 14 or Gas Rules 14 and 21, copies attached, Applicant understands that PG&E does not guarantee electric or gas service to be free from outages, interruptions or curtailments and that the charges for the Special Facilities represent the additional cost associated with providing the Special Facilities rather than for a guaranteed level of service or reliability.
11. If it becomes necessary for PG&E to alter or rearrange the Special Facilities, including, but not limited to the conversion of overhead facilities to underground, Applicant shall be notified of such necessity and shall be given the option to either terminate this Agreement in accordance with paragraphs 12 and 13, or to pay PG&E additional Special Facilities consisting of:
  - (a) A facility termination charge for that portion of the Special Facilities which is being removed because of alteration or rearrangement. Such charge to be determined in the same manner as described in paragraph 13; plus,
  - (b) An additional Advance and/or rearrangement costs, if any, for any new Special Facilities requested which shall be determined in the same manner as described in paragraph 1; plus,
  - (c) A revised Equivalent One-Time Payment or monthly charge based on the total net estimated additional installed costs of all new and remaining Special Facilities. Such revised Equivalent One-Time Payment or monthly charge shall be determined in the same manner as described in paragraphs 2 and 3.



# AGREEMENT FOR INSTALLATION OR ALLOCATION OF SPECIAL FACILITIES

- 12. This Agreement shall be effective when executed by the parties hereto and shall remain in effect until terminated by either party on at least thirty (30) days' advance written notice.
- 13. Upon discontinuance of the use of any Special Facilities due to termination of service, termination of this Agreement, or otherwise:
  - (a) Applicant shall pay to PG&E on demand (in addition to all other monies to which PG&E may be legally entitled by virtue of such termination) a facility termination charge defined as the estimated installed cost, plus the estimated removal cost, less the estimated salvage value for the Special Facilities to be removed, as determined by PG&E in accordance with its standard accounting practices. PG&E shall deduct from the facility termination charge the Advance plus the unamortized balance of the Equivalent One-Time Payment previously paid, if any. If the Advance paid plus the unamortized balance of the Equivalent One-Time Payment is greater than the facility termination charge, PG&E shall refund the difference, without interest, to the Applicant;
  - (b) PG&E shall be entitled to remove and shall have a reasonable time in which to remove any portion of the Special Facilities located on the Applicant's premises;
  - (c) PG&E may, at its option, alter, rearrange, convey or retain in place any portion of the Special Facilities located on other property off Applicant's premises. Where all or any portion of the Special Facilities located off Applicant's premises are retained in place and used by PG&E to provide permanent service to other customers, an equitable adjustment will be made in the facility termination charge.
- 14. Applicant may, with PG&E's written consent, assign this Agreement if the assignee thereof will agree in writing to perform Applicant's obligations hereunder. Such assignment will be deemed to include, unless otherwise specified therein, all of Applicant's rights to any refunds which might become due upon discontinuance of the use of any Special Facilities.
- 15. This agreement shall be subject to all of PG&E's applicable tariffs on file with and authorized by the Commission and shall at all times be subject to such changes or modifications as the Commission may direct from time to time in the exercise of its jurisdiction.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

This agreement is effective when accepted and executed by PG&E.

## PACIFIC GAS AND ELECTRIC COMPANY

\_\_\_\_\_  
Customer/Company

\_\_\_\_\_  
Authorized by (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized by (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

MAILING ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attachments: Rules 2 and 14(Electric), or Rules 2, 14 and 21 (Gas)



**Electric Sample Form No. 79-280**

Agreement for Installation or Allocation of Special Facilities for Parallel Operation of (T)  
Nonutility-Owned Generation and/or  
Electrical Standby Service (Electric Rules 2 and 21) (T)

**Please Refer to Attached  
Sample Form**

Advice Letter No: 4141-E  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



DISTRIBUTION

- Applicant
- Division,
- Const. Accounting
- Accounting Ops
- Tariff Interpretation

REFERENCES

- QF Log #: \_\_\_\_\_
- GM/WO #: \_\_\_\_\_
- Premises #: \_\_\_\_\_

## AGREEMENT FOR INSTALLATION OR ALLOCATION OF SPECIAL FACILITIES FOR PARALLEL OPERATION OF NONUTILITY-OWNED GENERATION AND/OR ELECTRICAL STANDBY SERVICE (ELECTRIC RULES 2 AND 21)

At the request of \_\_\_\_\_, (Applicant), **PACIFIC GAS AND ELECTRIC COMPANY (PG&E)** hereby agrees to furnish at Applicant's expense within a reasonable time certain facilities consisting of \_\_\_\_\_ (Special Facilities). Such Special Facilities are expected to be necessary on or about \_\_\_\_\_ for the interconnection of Applicant's electric generating plant with PG&E's system and/or PG&E's delivery of electrical standby service to Applicant's premises at \_\_\_\_\_, County of \_\_\_\_\_, State of California.

1. This Agreement includes Appendix A, Detail of Special Facilities Charges, which is attached and incorporated herein by reference. Appendix A may be revised or superseded by mutual written agreement and without formal amendment of the remainder of this agreement.
2. Applicant shall pay PG&E, on demand prior to commencement of any work by PG&E, an initial charge equal to the sum of the amounts which are specified in Appendix A.
3. Applicant also shall pay PG&E any applicable monthly rates and charges for service under PG&E's tariff schedules plus an ownership charge, either (a) or (b) below as specified in Appendix A, namely:
  - (a) COST-OF-OWNERSHIP CHARGE representing PG&E's continuing monthly cost of financing (if applicable), owning and maintaining Special Facilities; or
  - (b) An EQUIVALENT ONE-TIME CHARGE which is equal to the present worth of the monthly COST-OF-OWNERSHIP CHARGE in perpetuity. The COST-OF-OWNERSHIP CHARGE shall commence on the date Special Facilities are first available for Applicant's use, as such date is established in PG&E's records. PG&E will notify Applicant, in writing, of such commencement date. The EQUIVALENT ONE-TIME CHARGE (if applicable) shall be payable by Applicant to PG&E on demand.
4. The ownership charge set forth in paragraphs 3(a) or 3(b) herein is determined in accordance with the applicable percentage rates established in the Special Facilities section of PG&E's electric Rule 2, copy attached. Should the California Public Utilities Commission (Commission) subsequently authorize higher or lower percentage rates, the monthly COST-OF-OWNERSHIP CHARGE shall automatically increase or decrease without formal amendment to Appendix A as of the effective date of the Commission's authorization.
5. Where it is necessary to install Special Facilities on Applicant's premises, Applicant hereby grants to PG&E:
  - (a) the right to make such installation on Applicant's premises along the shortest practical route thereon with sufficient legal clearance from all structures now or hereafter erected on Applicant's premises; and
  - (b) the right of ingress and egress from Applicant's premises at all reasonable hours for any purposes reasonably connected with the operation and maintenance of Special Facilities.
6. Where formal rights of way or easements are required on or over property of Applicant or the property of others for the installation of Special Facilities, Applicant agrees that PG&E shall obtain them at Applicant's expense, or if Applicant and PG&E agree otherwise, Applicant shall obtain any necessary permanent rights of way or easements, satisfactory to and without cost to PG&E.
7. PG&E shall not be responsible for any delay in completion of the installation of Special Facilities resulting from shortage of labor or materials, strike, labor disturbance, war, riot, weather conditions, governmental rule, regulation or order, including orders or judgments of any court or regulatory agency, delay in obtaining necessary rights of way and easements, acts of God, or any other cause or condition beyond the control of PG&E, nor shall PG&E be liable for incidental, indirect, special, punitive, or consequential damages for any such delay. PG&E shall have the right, if for one of the above reasons it is unable to obtain materials or labor for all of its construction requirements, to allocate materials and labor to construction projects which it deems, in its sole discretion, most important to serve the needs of its customers, and any delay in construction, hereunder resulting from such allocation shall be deemed to be a cause beyond PG&E's control. In any event, PG&E's total liability for any delay in the completion of the installation of Special Facilities shall not exceed the amount of Special Facilities Charges paid by Applicant.

# Agreement for Installation or Allocation of Special Facilities for Parallel Operation of NonUtility-Owned Generation and/or Electrical Standby Service (Electric Rules 2 and 21)

8. In the event that PG&E is prevented from completing the installation of Special Facilities for reasons beyond its control after twelve (12) months following the date of this Agreement, PG&E shall have the right to supersede this Agreement subject to Applicant's election as provided below upon at least thirty (30) days' written notice to Applicant and adjust any amounts paid or required to be paid by Applicant hereunder that may be due based on that portion of the Special Facilities then completed, if any, utilizing the estimated costs developed by PG&E for this Agreement. Such a superseding agreement, if any, shall be in substantially the same form as this agreement, be executed by both parties hereto, and shall provide that costs be allocated to the portion of the Special Facilities then completed, if any, consistent with those costs estimated by PG&E for this agreement. If Applicant elects not to execute a superseding agreement, this agreement shall be terminated and the provisions of paragraph 11 herein shall be applied to that portion of Special Facilities then completed, if any. Applicant also shall reimburse PG&E for any expenses it may have incurred for engineering, surveying, right of way acquisition and other work associated with that portion of Special Facilities not installed
9. If it becomes necessary for PG&E to alter rearrange or make addition to Special Facilities in order to maintain parallel operation of Applicant's generation or electrical standby service to Applicant's premises, Applicant shall be notified, in writing, of such necessity and shall be given the option to either terminate this Agreement upon thirty (30) days' written notice to PG&E, or to pay to PG&E additional Special Facilities charges consisting of:
- (a) a facility termination charge for that portion of Special Facilities which is being removed because of alteration, rearrangement or addition to Special Facilities. Such charge to be determined in the same manner as described in paragraph 11 herein; plus,
  - (b) an additional ADVANCE and/or REARRANGEMENT CHARGE, if any for any new Special Facilities which shall be applied in the same manner as prescribed in paragraph 2 herein; plus,
  - (c) a revised monthly COST-OF-OWNERSHIP CHARGE or EQUIVALENT ONE-TIME CHARGE based on the estimated installed costs of all new and remaining Special Facilities. Such revised monthly COST-OF-OWNERSHIP CHARGE or EQUIVALENT ONE-TIME CHARGE shall be applied in the same manner as prescribed in paragraph 3 herein.
10. This Agreement shall become effective when executed by the parties hereto and, except as provided for in paragraphs 8 and 9 herein, shall remain in force until one of the following events occurs:
- (a) a power purchase, parallel operation, electrical standby service or other form of agreement no longer exists between Applicant and PG&E which would occasion the need for Special Facilities; or
  - (b) the ownership of Special Facilities or any portion thereof is deeded to a public authority; or
  - (c) Applicant fails to pay the monthly COST-OF-OWNERSHIP CHARGE prescribed in the Agreement, if applicable.
- Either party shall provide the other at least thirty (30) days' written notice of termination pursuant to this paragraph.
11. Upon termination of the Agreement for any reason:
- (a) Applicant shall pay to PG&E on written demand (in addition to all other monies to which PG&E may be legally entitled by virtue of such termination) a facility termination charge defined as the estimated installed cost, plus the estimated removal cost less the estimated salvage value for any Special Facilities which can be removed, all as determined by PG&E in accordance with its standard accounting practices. PG&E shall deduct from the facility termination charge the ADVANCE plus the unamortized balance of the EQUIVALENT ONE-TIME CHARGE previously paid, if any. If the ADVANCE paid plus the unamortized balance of the EQUIVALENT ONE-TIME CHARGE, if any, is greater than the facility termination charge, PG&E shall refund the difference, without interest to Applicant; and
  - (b) PG&E shall be entitled to remove and shall have a reasonable time in which to remove any portion of the Special Facilities located on the Applicant's premises; and
  - (c) PG&E may, at its option, alter, rearrange, convey or retain in place any portion of the Special Facilities located on other property off Applicant's premises. Where all or any portion of the Special Facilities located off Applicant's premises are retained in place in anticipation of providing permanent service to customers of PG&E, an equitable adjustment shall be made in the facility termination charge.



## Agreement for Installation or Allocation of Special Facilities for Parallel Operation of NonUtility-Owned Generation and/or Electrical Standby Service (Electric Rules 2 and 21)

12. In the event any of the Special Facilities are used during the term of this Agreement to provide permanent service to customers of PG&E, an adjustment shall be made in accordance with PG&E's electric Rule 21, copy attached.
13. Special Facilities shall at all times be the property of PG&E.
14. As provided in PG&E's electric Rule 14, copy attached, PG&E does not guarantee electrical standby service to be free from outages, interruptions or curtailments and the charges for Special Facilities represent PG&E's cost associated with providing Special Facilities rather than for a guaranteed level of service or reliability.
15. Applicant may, with PG&E's written consent, assign this Assignment if the assignee thereof will agree in writing to perform Applicant's obligations hereunder. Such assignment will be deemed to include, unless otherwise specified therein, all of Applicant's rights to any refunds which might become due upon discontinuance of the use of any Special Facilities.
16. This Agreement shall be subject to all of PG&E's applicable tariffs on file with and authorized by the Commission, and shall at all times be subject to such changes or modifications as the Commission may direct from time to time in the exercise of its jurisdiction.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

This agreement is effective when accepted and executed by PG&E.

Customer/Company	<b>PACIFIC GAS AND ELECTRIC COMPANY</b>
Authorized by (Print)	Authorized by (Print)
Signature	Signature
Title	Title
Date	Date
Mailing Address:	

Attachments:

- Electric Rule 2
- Electric Rule 14
- Electric Rule 21
- Appendix A



**Electric Sample Form No. 79-285**  
Special Agreement for Electrical Standby Service

**Please Refer to Attached  
Sample Form**

Advice Letter No: 4141-E  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



# SPECIAL AGREEMENT FOR ELECTRICAL STANDBY SERVICE

### DISTRIBUTION

- Customer
- Division
- Tariff Interpretation
- Customer Relations
- Electric Billing Solutions

### REFERENCES

QF Log #: \_\_\_\_\_  
 Premises #: \_\_\_\_\_  
 CDx/Acct#: \_\_\_\_\_  
 \_\_\_\_\_

This is an agreement between Pacific Gas and Electric Company (PG&E), a California corporation, and \_\_\_\_\_ (Customer), a(n) \_\_\_\_\_ . This agreement will be herein referred to as "Agreement".

Customer has requested PG&E to provide standby service at Customer's premises at \_\_\_\_\_, County of \_\_\_\_\_ California, under one of the standby options designated below:

- [ ] **Option 1 – PG&E Standby Through Non-PG&E Supply Facilities** – Standby service for customers whose supply requirements would otherwise be delivered through PG&E owned facilities (including Independent System Operator controlled transmission facilities), are regularly and completely supplied through facilities not owned by PG&E.

The non-utility owned generating facilities have a total rated capacity of approximately \_\_\_\_\_ kVA.

All PG&E power deliveries will be made under Schedule S -- *Standby Service*.

- [ ] **Option 2 – PG&E Standby When Service is from Another Utility** – Standby service for customers who regularly take electric service from another public utility but desire PG&E to reserve its generation, transmission or distribution capacity for their use:

Customer currently is supplied regular electric service from another utility's generation, transmission, or distribution system; Customer may be alternately served by PG&E by means of a double-throw switch. Both PG&E and the other utility have consented to this arrangement. Customer's maximum demand from electric equipment on his premises is \_\_\_\_\_ kW.

All PG&E power deliveries will be made under Schedule S.

This option is closed to all new customers after January 19, 2001.

- [ ] **Option 3 – PG&E Standby for Non-Continuous/Irregular PG&E Supply** – Standby service for customers who require PG&E to reserve transmission or distribution capacity and stand ready at all times to deliver electricity on an irregular or non-continuous basis:

Customer has a) a premise which is normally, in part but not in whole, served by non-utility owned generation facilities with a total rated capacity of less than 50 percent of Customer's maximum demand for that premise, or b) a premise which qualifies for back-up service under the provisions of Special Condition 7 of Schedule S (See Option 4) but chooses not to elect Option 4 or currently lacks the necessary on-site metering to bill Option 4 properly, or c) electrical equipment which is used on an irregular or non-continuous basis. The total rated capacity of Customer's generation facilities or irregularly utilized equipment is \_\_\_\_\_ kVA.

## SPECIAL AGREEMENT FOR ELECTRICAL STANDBY SERVICE

Customer will be billed for all PG&E power deliveries on the otherwise applicable rate schedule; however, Special Conditions 1 through 6 and 8, 9, and 10 of Schedule S will also apply to Customer's service.

- Option 4 – PG&E Supplemental (Back-up and Maintenance) Standby Service –** Standby service for customers who do not meet the criteria described in Option 1 and 2 above, but elect to receive back-up and maintenance portion of their total standby requirements under the provisions of Special Condition 7 of Schedule S:

At least 50 percent of Customer's maximum electric demand is served by a non-utility owned generator, and all necessary metering has been installed (by May 1, 1994, or the effective date of the contract) by PG&E to separately measure Customers net on-site generation and on-site load requirements. Customer would otherwise, except for such generation, qualify for service under Schedule E-19 (mandatory), E-20 or E-37.

Customer will be billed for the back-up and maintenance portion of the premises' total service requirements under the provisions of Special Condition 7 of Schedule S, and for its ordinary supplemental power requirements (on-site load in excess of the capability of the customer's non-utility owned generation) under the provisions of the otherwise applicable rate schedule. All back-up and maintenance power deliveries by PG&E will be billed in accordance with Schedule S. The total rated capacity of Customer's generation is kVA.

- Option 5 – PG&E Standby for Station Load Self-Supply –** Standby service for customers, whose supply requirements would otherwise be delivered through PG&E owned facilities (including Independent System Operator controlled transmission facilities), where the customers' Station Power requirements are regularly supplied through generating units in accord with the customer's CAISO-approved Station Power Portfolio (SPP), as described under the provisions of Special Condition 15 of Schedule S .

Notice of Pending Appeal: Currently an appeal of the Federal Energy Regulatory Commission's (FERC's) June 22, 2005 and related orders is pending before the U.S. Court of Appeals for the D.C. Circuit (D.C. Circuit appeal) related to Schedule S Special Condition 15 regarding Station Power. A Customer eligible for SPP and taking service under Special Condition 15, must acknowledge its obligation to and agreement to pay charges consistent with the outcomes of the Southern California Edison's D.C. Circuit appeal for any time after the later of April 1, 2006 or when the Customer received CAISO certification to operate under SPP. Appropriate payment constitutes the final amount calculated commencing from the date when the Customer received CAISO certification to operate under SPP until the effective date of CPUC jurisdictional standby tariffs that reflect the resolution of the D.C. Circuit appeal. Any payments owed PG&E resulting from the reconciliation will not include interest except as specifically ordered in the clarifying tariffs.

**PU Code 353 exemption:**

*Standby service for customers who qualify for exemption under PU Code 353 and elect to take this exemption.*

- Customers does NOT qualify for PU Code 353 exemption**

- Customers with supplemental power requirements:**

## SPECIAL AGREEMENT FOR ELECTRICAL STANDBY SERVICE

*For customers with supplemental power requirements (on-site load in excess of the capability of the customer's non-utility owned generation) under the provisions of the otherwise applicable rate schedule, Special Conditions 1 through 7 of Schedule S will **not** apply. (Option 3)*

**[ ] Customers with excess generation:**

*For those customers who operate electric generation equipment capable of serving their entire load and elect to take this exemption, Special Condition 1 (reservation capacity) will **not** apply. All other applicable charges of Schedule S will apply. (Options 1, 2 and 4)*

### **Terms and Conditions**

1. Customer has requested PG&E to stand ready at all times to deliver or supply and deliver electric energy to Customer's premises on an as-needed basis. Such standby service shall be provided to Customer in accordance with and subject to PG&E's applicable rates and rules as established from time to time by, and on file with, the California Public Utilities Commission (Commission).
2. PG&E shall be granted, without cost to it, all necessary rights-of-way and easements, satisfactory to PG&E, in both location and form of document, to establish such service.
3. All necessary service facilities to accommodate Customer's load shall be furnished by PG&E and Customer as specified in electric line extension and service rules or the otherwise appropriate extension agreements. Any necessary extensions and reinforcements of PG&E's distribution and transmission facilities that are furnished by PG&E at Customer's expense in accordance with either a separate line extension or special facilities agreement, in accordance with the applicable tariffs.
4. All facilities furnished by PG&E to provide electric service at all times shall be and remain the property of PG&E notwithstanding that they may be affixed to Customer's property. PG&E may remove such facilities upon termination of the Agreement.
5. During the term of this Agreement, Customer grants to PG&E the right to operate, maintain, replace, and repair PG&E's facilities on Customer's premises necessary to provide standby service hereunder and all rights necessary for access to and from such facilities at all reasonable times.
6. All standby electric service provided shall be \_\_\_\_ phase, 60 hertz, alternating current at an electromotive force of approximately \_\_\_\_ volts. Allowable variations in this frequency and voltage are specified in PG&E's electric Rule 2. The delivery point for PG&E's standby service shall be considered the point where conductors owned, or under license by Customer, contact PG&E's conductors, or as otherwise designated by applicable rules.
7. The initial reserved capacity for standby service shall be \_\_\_\_ kW (Reservation Capacity) and shall be billed monthly at the rate described in the "Rates" section of Schedule S. If the Customer is already receiving standby service from PG&E under a preceding contract, that contracted or reserved capacity, or the amount of capacity to which that contract has been subsequently ratcheted, shall automatically become the Customer's Reservation Capacity, until the ratchet period ends unless the Reservation Capacity has been increased in accordance with the preceding paragraph.



# SPECIAL AGREEMENT FOR ELECTRICAL STANDBY SERVICE

8. Customer elects to receive any backup and maintenance service that is to be billed under the provisions of Schedule S under the following terms: \_\_\_\_\_ Firm Service Only.
9. If Customer has a generator and wishes to operate that generator in parallel with PG&E's system, Customer must also execute either a power purchase agreement, or parallel operation agreement, or applicable interconnection agreement with PG&E. Interconnection and operation of all non-utility owned generation paralleling with PG&E's system will be treated in accordance with electric Rule 21. Customers may need to meet those requirements as imposed by other governing entities having jurisdiction including the Independent System Operator and the Western Systems Coordinating Council.
10. Customer shall pay PG&E the monthly charges for the standby service provided hereunder at any established office of PG&E.
11. The initial term of this Agreement shall be for a period of one (1) year from the date the standby service under this Agreement is first made available to Customer as such date is established in PG&E's records and shall continue thereafter from year to year. Customer may terminate this Agreement at the expiration of the initial or any subsequent one-year term, or PG&E may terminate this Agreement in accordance with its tariffs, provided that written notice of such termination is given to the other party at least thirty (30) days prior to such termination date.
12. Customer may, with PG&E's written consent, assign this Agreement to a subsequent owner of the premises if the assignee will, in writing; agree to perform the obligations of the Agreement.
13. This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**APPROVED:**

\_\_\_\_\_  
Customer

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**PACIFIC GAS AND ELECTRIC COMPANY**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Mailing Address: Pacific Gas and Electric Co  
77 Beale St. B13U  
San Francisco, CA 94105



**Electric Sample Form No. 79-702**

Agreement for Installation or Allocation of Special Facilities for Parallel Operation of Nonutility-Owned Generation and/or (T)

Electrical Standby Service -- APPENDIX A - Detail of Special Facilities Charges (T)

**Please Refer to Attached  
Sample Form**

Advice Letter No: 4141-E  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



DISTRIBUTION

REFERENCES

- Division
- Customer
- Customer Billing
- Accounting Ops.
- Tariff Interpretation

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Agreement for Installation or Allocation of Special Facilities for Parallel Operation of Nonutility-Owned Generation and/or Electrical Standby Service**

**APPENDIX – A**  
**Detail of Special Facilities Charges \***

Dated: \_\_\_\_\_

**I. Applicability**

The application of charges specified herein are pursuant to the provisions of this Agreement between \_\_\_\_\_ (Applicant) and Pacific Gas and Electric Company (PGandE) and shall be a part thereof and in effect until superseded by mutual written agreement.

**II. Initial Charge**

- A. Net cost of all Special Facilities \$ \_\_\_\_\_
- B. Less the cost of "removable and reusable" Special Facilities which are provided, installed and financed by PGandE pursuant to Rule No. 21 \$( \_\_\_\_\_ )<sup>1</sup>

---

- C. ADVANCE equal to PG&E's estimated installed Cost of Special Facilities which are financed by Applicant, including in lieu of cash payment, a credit for that portion of Special Facilities furnished and deeded to PG&E by Applicant (line A + line B) \$( \_\_\_\_\_ )<sup>1</sup>
- D. Less PG&E's estimate of the cost of Special Facilities provided, installed and deeded to PG&E by Applicant (includes costs of design and administration by PG&E) \$( \_\_\_\_\_ )
- E. Plus the costs of design, administration and inspection by PG&E of Special Facilities provided, installed and deeded to PG&E by Applicant \$ \_\_\_\_\_
- F. Plus REARRANGEMENT CHARGE which is equal to PG&E's estimated cost of rearranging existing facilities to accommodate the installation of Special Facilities \$ \_\_\_\_\_
- G. Plus CIAC Tax if applicable (line C + line E+ line F x Applicable CIAC Tax<sup>2</sup> of ( \_\_\_\_\_ )%) \$ \_\_\_\_\_

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- H. Initial Charge (does not include monthly Cost-of-Ownership Charge--see below) \$ \_\_\_\_\_

**III. Installed Cost of PGandE's Existing Facilities Allocated to Applicant's Use** \$ \_\_\_\_\_<sup>1</sup>

<sup>1</sup> Used in calculation of the monthly COST OF OWNERSHIP CHARGE or EQUIVALENT ONE-TIME CHARGE.

<sup>2</sup> See the Income Tax Component of Contribution Provision in the Electric Preliminary Statement for the current applicable CIAC tax rate.



**APPENDIX A –**

**AGREEMENT FOR INSTALLATION OR ALLOCATION OF SPECIAL FACILITIES FOR PARALLEL OPERATION ON NONUTILITY-OWNED GENERATION**

**IV. Monthly COST OF OWNERSHIP CHARGE**

Special Facilities Financed By	Application Base	Current Percentage Rate <sup>3</sup>	Monthly Charge
A. Applicant	ADVANCE (II.C above equals 1. plus 2. below)		
	1. Cost of Distribution facilities.....\$_____		
	Less allowance for Existing facilities.....\$(_____) <sup>4</sup>		
	-----		
	Net amount .....\$_____	x _____	= \$ _____/mo.
	2. Cost of Transmission facilities.....\$_____		
	Less allowance for Existing facilities.....\$(_____) <sup>4</sup>		
	-----		
	Net amount .....\$_____	x _____	= \$ _____/mo.
B. PG&E	“Removable and Reusable” Special Facilities (II.B above equals 3. plus 4. below)		
	3. Distribution facilities.....\$_____	x _____	= \$ _____/mo.
	4. Transmission facilities.....\$_____	x _____	= \$ _____/mo.
C. PG&E	Existing Facilities Allocated as Special Facilities (III. above equals 5. plus 6. below)		
	5. Distribution facilities.....\$_____	x _____	= \$ _____/mo.
	6. Transmission facilities.....\$_____	x _____	= \$ _____/mo.
D.	Monthly COST OF OWNERSHIP CHARGE.....		\$ _____/mo.

**V. EQUIVALENT ONE-TIME CHARGE** (in lieu of monthly COST OF OWNERSHIP CHARGE); check [ ] if applicable  
 \$ \_\_\_\_\_/mo. (line IV.D) x 12 mo. x \_\_\_\_\_ (present worth factor)..... \$ \_\_\_\_\_

Complete the following section only in conjunction with revision of this Appendix.

This Appendix A supersedes Appendix A dated \_\_\_\_\_, 20\_\_\_\_. The changes hereon are hereby agreed to by both parties on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

<sup>3</sup>This percentage rate is set forth in PG&E's current electric Rule No. 2 and is subject to change upon authorization by the California Public Utilities Commission.

<sup>4</sup>Where Special Facilities displace PG&E's existing facilities, this allowance assures the exclusion of PG&E's existing ownership costs from Applicant's monthly COST OF OWNERSHIP CHARGE or EQUIVALENT ONE-TIME CHARGE.



**APPENDIX A –  
AGREEMENT FOR INSTALLATION OR ALLOCATION OF  
SPECIAL FACILITIES FOR PARALLEL OPERATION ON  
NONUTILITY-OWNED GENERATION**

This agreement is effective when accepted and executed by PG&E.

**PACIFIC GAS AND ELECTRIC COMPANY**

\_\_\_\_\_  
Company

\_\_\_\_\_

\_\_\_\_\_  
Authorized by (Print)

\_\_\_\_\_  
Authorized by (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**Electric Sample Form No. 79-847**  
Transmission Load Operating Agreement

**Please Refer to Attached  
Sample Form**

Advice Letter No: 4141-E  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



# TRANSMISSION LOAD OPERATING AGREEMENT

DISTRIBUTION

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

REFERENCE

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THIS LOAD OPERATING AGREEMENT (the “Agreement”) is effective as of the date last executed by the parties hereto by and between PACIFIC GAS AND ELECTRIC COMPANY (“PG&E”), a California corporation, and \_\_\_\_\_ (“Load Entity”) a \_\_\_\_\_. PG&E and the Load Entity are sometimes referred to collectively as the “parties” and individually as the “party.”

## RECITALS

A. PG&E and the Load Entity have made arrangements under PG&E’s tariffs for an interconnection and power deliveries between the PG&E Transmission System and the Load Entity’s substation facility, \_\_\_\_\_, located at \_\_\_\_\_ (the “Interconnection Facility.”)

B. Among other things, this Load Operating Agreement obligates the Load Entity to operate its Substation in a safe and prudent manner.

C. As part of this obligation, it is important that the Load Entity stay in close contact with PG&E system operators.

D. This Agreement sets up operating responsibilities and associated procedures for communications between the Load Entity and PG&E system operators. The Agreement also establishes procedures for safe work on electric systems and routine test procedures.

# TRANSMISSION LOAD OPERATING AGREEMENT

## AGREEMENT

THEREFORE, in consideration of the rights and responsibilities set forth herein, the parties agree as follows:

### 1. DEFINITIONS

When underlined, the following terms shall have the following meanings:

“Clearance Point” -- The points that isolate equipment from possible sources of energy.

“Designated PG&E Switching Center” -- The PG&E location identified in Paragraph 9 of this Agreement, with operational jurisdiction over the Load Entity’s Substation. The Designated PG&E Switching Center is staffed 24 hours a day.

“Emergency” -- An abnormal condition or situation that adversely affects, or potentially may adversely affect, PG&E’s Electric System Integrity.

“Interconnection Facilities” -- All apparatus installed to interconnect and deliver power between the PG&E system and the Load Entity’s substation. Interconnection Facilities include, but are not limited to, connection, transformation, switching, metering, and communications equipment, as well as any necessary additions, modifications and reinforcements to the PG&E system necessitated as a result of interconnecting the Load Entity’s Facility to the PG&E system. Interconnection Facilities also include control and safety equipment to protect (1) the PG&E system and its customers from faults occurring at the Load Entity’s Facility and substation, and (2) the Load Entity’s Facility and substation from faults occurring on the PG&E system or on the system of others to which the PG&E system is directly or indirectly connected.

# TRANSMISSION LOAD OPERATING AGREEMENT

“Non-Test” -- A procedure used in connection with work on a live line or near an energized circuit. In a Non-Test, PG&E will require that the Load Entity contact the Designated PG&E Switching Center before re-energizing a circuit following an automatic trip.

“PG&E Electric System Integrity” -- The state of operation of PG&E’s electric system in a manner that is deemed to minimize the risk of injury to persons and/or property and enable PG&E to provide adequate and reliable electric service to its customers.

## 2. TERM OF AGREEMENT

This Agreement shall be binding upon execution by both parties. It shall terminate thirty days after the date on which the Load Entity’s substation facility ceases to be interconnected to the PG&E electric system. This Agreement may also be terminated by mutual written consent of the parties.

## 3. RESPONSIBILITY AND AUTHORITY

3.1 The Load Entity understands and agrees that it must satisfy the applicable interconnection requirements described in the PG&E Interconnection Handbook (or its successor) before the Load Entity’s Substation can operate in parallel with the PG&E system.

3.2 It is the responsibility of the Load Entity to implement the operating guidelines contained in this Agreement. The Load Entity shall ensure that its operating personnel are familiar with the procedures and guidelines in this Agreement.

3.3 The Designated PG&E Switching Center is authorized to disconnect the Load Entity from the PG&E electric system if the Load Entity fails to meet the requirements set forth in this Agreement. Prior to PG&E disconnecting the Load Entity, PG&E shall provide written notice to the Load Entity detailing the Load Entity’s failure to adhere to such requirements and provide the Load Entity thirty (30) days to correct

## TRANSMISSION LOAD OPERATING AGREEMENT

such deficiency. PG&E reserves the right to immediately disconnect the Load Entity should such deficiencies, as determined by PG&E, cause immediate or imminent hazards to the safety of the Public or PG&E's employees.

- 3.4 The Load Entity understands that the voltage of PG&E's electric transmission system is not regulated and may vary widely. The voltage levels will fluctuate depending on system operation and system conditions. In accordance with the PG&E Interconnection Handbook, the Load Entity shall install and maintain the necessary equipment to maintain proper power factor and voltage at the point of interconnection.
- 3.5 Power factor correction is the responsibility of the Load Entity. When the Load Entity is receiving power from the PG&E system, metered power factors outside acceptable ranges may result in additional charges, as specified in PG&E's tariffs and operating standards.
- 3.6 If PG&E provides assistance in the operation or maintenance of the Load Entity's Substation without a written agreement, PG&E assumes no liability for any loss or damage, direct, indirect or consequential, arising from or related to any services PG&E may provide. PG&E reserves the right to charge the Load Entity for all such services.

#### 4. **OPERATION OF INTERCONNECTION FACILITIES AND SUBSTATION**

- 4.1 The Load Entity shall maintain operating communications with the Designated PG&E Switching Center. The operating communications shall include, but not be limited to, system paralleling or separation, scheduled and unscheduled shutdowns, and equipment clearances.
- 4.2 All oral operating communications shall be conducted through the Designated PG&E Switching Center. The Load Entity agrees to maintain direct phone service so that PG&E can give instructions to the Load Entity or its designated operator.

## TRANSMISSION LOAD OPERATING AGREEMENT

- 4.3 The Load Entity agrees to notify the Designated PG&E Switching Center of the following:
- a. The current names and 24-hour phone numbers of the personnel responsible for operating and maintaining the Load Entity's Substation.
  - b. Any Emergency situation, or any request that PG&E de-energize a portion of the system under its control.
  - c. Any changes in the mechanical or electric condition of the Load Entity's Substation that may affect the reliability of the Load Entity's service or the PG&E electric system.
  - d. Immediately upon discovery, any miss operation or inoperable condition of a PG&E-required interconnection relay, circuit breaker, or other protective device.
  - e. Immediately upon discovery, any operation of a PG&E-required interconnection relay, circuit breaker, or other protective device. Relay targets that caused the circuit breaker or protective device to operate.
  - f. Plans to manually parallel or separate from the PG&E system and the times of actual manual parallels and separations. Emergency separations shall be reported as soon as conditions permit.
- 4.4 Under normal conditions, the Load Entity shall give as much advance notice as possible (a minimum of 168 hours if connected to 230 kV or 120 hours if connected to 115 kV or below is requested) to the Designated PG&E Switching Center when planning to perform work that may affect PG&E's electric system. At a minimum, the notice shall include:
- a. Nature of the work to be performed.
  - b. Date and time work will begin.
  - c. Date and time work will be completed.
  - d. Apparatus to be cleared and the Clearance Points required.

## TRANSMISSION LOAD OPERATING AGREEMENT

- e. Name and telephone number of the person in charge of the work.
  - f. Whether or not protective grounds will be installed.
- 4.5 If the Load Entity wishes to perform work on its own facilities which would normally be energized by PG&E-controlled source(s) of energy, the Load Entity may request that PG&E open, lock and tag PG&E's associated disconnect device to isolate the Load Entity's facilities from PG&E source(s) of energy. PG&E will also establish the disconnect device(s) as an open Clearance Point(s) and install "Man on Line" tags (see PG&E's General Operating Instructions)
- 4.6 PG&E assumes no responsibility for equipment energized by the Load Entity's substation or by any other means. The Load Entity agrees that any work it performs is at its own risk. The Load Entity shall take all necessary steps to ensure that work is conducted in compliance with all applicable federal, state and local laws and regulations and in a manner that does not endanger the safety of persons or equipment.
- 4.7 The Load Entity must open its interconnection disconnect switch if PG&E requests a Clearance Point. A qualified PG&E employee will observe that the switch is open, lock it open with a PG&E lock, and attach a filled-out "Man-on-Line" tag to indicate it is a Clearance Point.
- 4.8 In an Emergency, the Load Entity agrees to expeditiously open the interconnection disconnect switch upon notification from the PG&E Designated Switching Center.
- 4.9 Under normal conditions, PG&E will give advance notice of plans to perform work, which will affect the Load Entity's access to the PG&E system. PG&E reserves the right to charge the Load Entity the additional cost for work performed during times other than normal business hours (Non-Holidays, Monday through Friday, 8:00 A.M. to 5:00 P.M.) when the schedule of such work is negotiable, as determined by PG&E. PG&E will provide the Load Entity with an estimate of the additional cost and if the Load Entity still desires the



## TRANSMISSION LOAD OPERATING AGREEMENT

work to be performed during non-normal business hours and PG&E does perform the work, PG&E shall charge the Load Entity the actual costs of the work, the amount of which shall not exceed the cost estimate.

- 4.10 Under Emergency conditions, the Designated PG&E Switching Center may without notice and at anytime interrupt service to the Load Entity's Facility if a situation exists which may adversely affect PG&E Electric System Integrity or upon any emergency request that PG&E de-energize a portion of the system under its control.
- 5. MAINTENANCE OF INTERCONNECTION EQUIPMENT OWNED BY THE LOAD ENTITY**
- 5.1 The Load Entity agrees to maintain all PG&E-required Interconnection Facilities' devices in service, with relay settings as recorded on PG&E's "Relay Test Report". Proposed changes in relay settings must be submitted in writing to PG&E for approval. Any modification of the existing interconnection or protection scheme requires PG&E's prior written approval.
- 5.2 PG&E required Interconnection Facilities owned by the Load Entity shall be periodically tested and maintained at the manufacturer's accepted specifications, but at least every four years, by qualified personnel. Copies of equipment test reports shall be forwarded to PG&E for review.
- 6. EQUIPMENT OWNED BY THE LOAD ENTITY FOR RELIABILITY, OPERABILITY OR PARALLEL OPERATION.**

This provision applies where the Load Entity is interconnected to the PG&E transmission system.

In the interest of safety, all customers must notify PG&E before operating ANY generation sources capable of parallel operation, or



## TRANSMISSION LOAD OPERATING AGREEMENT

operating equipment that maintains current reliability or operability of PG&E's electrical system, which are interconnected to the Load Entity's substation, the Load Entity's electrical system, or the PG&E electrical system. The Load Entity agrees to comply with the requirements identified in the PG&E Interconnection Handbook for all such equipment and generation sources capable of parallel operation with PG&E's electrical system.

### Standby Generator

Please check the appropriate line:

- \_\_\_\_\_ The Load Entity has installed a standby generator.
- \_\_\_\_\_ The Load Entity does not have and does not plan to install a standby generator.
- \_\_\_\_\_ While the Load Entity does not currently have a standby generator installed, it plans to install a standby generator in the future. The Load Entity will notify the Designated PG&E Switching Center before operating this generator in parallel with the PG&E system.

### Line Selector Switches

Unlike the PG&E electric distribution system, the PG&E transmission system does not have multiple feeds. If the line serving the Load Entity's substation is out of service due to line outages or planned maintenance, then service to the Load Entity may also be interrupted. Please refer to Electric Rule 14, Shortage of Supply and Interruption of Delivery. Where PG&E or the Load Entity has installed line selector switches for reliability, maintenance or operability they will be operated in compliance Sections 3 and 4 in this Agreement.

## TRANSMISSION LOAD OPERATING AGREEMENT

Please check the appropriate line:

- \_\_\_\_\_ PG&E has installed transmission line selector switches.
- \_\_\_\_\_ The Load Entity installed transmission line switches.
- \_\_\_\_\_ The Load Entity has NOT installed transmission line switches, and does not plan on installing line selector switches

Should PG&E, in the future, determine that transmission line selector switches are required, to be installed on the PG&E transmission system to which the tap serving the Load Entity's facility is connected, in order to maintain current reliability or operability of PG&E's transmission system, the material and installation cost of the switches shall be at PG&E's expense.

Should PG&E, in the future, determine that the switches are NOT required, and the Load Entity chooses to request the switches to be installed on PG&E's Transmission System, and that such switches would solely benefit the Load Entity's service reliability, ability to restore service or prevent service interruption to the Load Entity, PG&E will install them as a Special Facility.

### 7. REFERENCES

The following reference materials are available for use by the Load Entity and its operating personnel. Copies may be requested from the Designated PG&E Switching Center:

- 7.1 **PG&E Standard Practice No. S1466**-- A booklet listing all the standard operating orders followed by PG&E system operators.

## TRANSMISSION LOAD OPERATING AGREEMENT

- 7.2 **PG&E Standard Practice No. S1403** -- A document describing approved PG&E clearance procedures and instructions for obtaining clearances.
- 7.3 **PG&E Interconnection Handbook**
- 7.4 **Electric Rules 2, and 14**

### 8. GENERAL PROVISIONS

- 8.1 Choice of Laws: This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding any choice of law rules that direct the application of the laws of another jurisdiction.
- 8.2 Modification: This Agreement may be amended or modified only by a written instrument signed by the authorized representatives of both the parties.
- 8.3 Captions: Captions are included herein for ease of reference only. The captions are not intended to affect the meaning of the contents or scope of this Agreement.
- 8.4 Non-waiver: Failure by either party to enforce any right or obligation with respect to any matter arising in connection with this Agreement shall not constitute a waiver as to that matter or any other matter.
- 8.5 Interpretation: This Agreement is not intended to modify any PG&E or ISO tariff or rule filed with the California Public Utilities Commission or Federal Energy Regulatory Commission. In case of conflict between this Agreement and any PG&E or ISO tariff or rule, the tariff or rule shall govern. This agreement represents the entire understanding between the parties hereto relating to the operation of the Load Entity's substation, and supersedes any and all prior proposals or agreements, whether written or oral, that may exist between the parties. Where there is conflict or inconsistency with the express terms in this Agreement and any documents referenced by this Agreement



TRANSMISSION LOAD OPERATING AGREEMENT

excluding the above referenced PG&E and ISO tariffs, the terms of this Agreement shall supersede such conflicting terms.

8.6 DISPUTE RESOLUTION: IF A DISPUTE ARISES OUT OF OR RELATING TO THIS AGREEMENT, OR THE BREACH THEREOF, AND IF SAID DISPUTE CANNOT BE SETTLED THROUGH DIRECT DISCUSSIONS, THE PARTIES AGREE TO THE FIRST ENDEAVOR IN GOOD FAITH TO SETTLE THE DISPUTE IN AN AMICABLE MANNER WITHIN THIRTY (30) DAYS OF SUBMISSION TO MEDIATION UNDER THE MEDIATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION BEFORE SEEKING RECOURSE IN A JUDICIAL FORUM. THE MEDIATION SHALL BE INITIATED BY THE WRITTEN REQUEST OF EITHER PARTY AND SHALL BE COMMENCED WITHIN FIFTEEN (15) DAYS OF RECEIPT OF SUCH NOTICE. THE PARTIES SHALL SHARE EQUALLY IN ANY EXPENSES INCURRED AS A RESULT OF THE MEDIATION.

9. NAME AND ADDRESS OF KEY PERSONNEL:

The Transmission Load Entity: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Designated PG&E Switching Center: \_\_\_\_\_ Switching Center (Address)

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

A party may change or supplement the addresses above by written notice to the other party. The Load Entity agrees to keep the Designated PG&E Switching Center informed of any change in its notice address.

10. CPUC AUTHORITY

This Agreement shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California as said Commission may, from time to time, direct in the exercise of its jurisdiction.



# TRANSMISSION LOAD OPERATING AGREEMENT

## 11. SIGNATURES

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, and it is effective as of the last date set forth below.

Customer/Company	<b>PACIFIC GAS AND ELECTRIC COMPANY</b>
Authorized by (Print)	Authorized by (Print)
Signature	Signature
Title	Title
Date	Date



**Electric Sample Form No. 79-858**  
ID Theft Affidavit

(T)

**Please Refer to Attached  
Sample Form**

Advice Letter No: 4141-E  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



# ID THEFT AFFIDAVIT

To document fraud that resulted from ID Theft, please complete the following information, and supply the requested documentation.

Name \_\_\_\_\_

PG&E Account Number \_\_\_\_\_

## VICTIM INFORMATION

(1) My full legal name is \_\_\_\_\_  
(First) (Middle) (Last) Jr., Sr., III

(2) **(If different from above)** When the events described in this affidavit took place, I was known as \_\_\_\_\_  
(First) (Middle) (Last) Jr., Sr., III

(3) My date of birth is \_\_\_\_\_

(4) My social security number is \_\_\_\_\_

(5) My driver's license or identification card state and number are \_\_\_\_\_

(6) My current address is \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

(7) I have lived at this address since \_\_\_\_\_  
(month/year)

(8) **(if different from above)** When the events described in this affidavit took place my address was: \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

(9) I lived at the address from \_\_\_\_\_ until \_\_\_\_\_  
(month/year) (month/year)

(10) My daytime telephone number is (\_\_\_\_\_) \_\_\_\_\_

My evening telephone number is (\_\_\_\_\_) \_\_\_\_\_

### RETURN TO:

**PACIFIC GAS & ELECTRIC  
FRAUD DEPARTMENT  
P O BOX 8329  
STOCKTON, CA 95208**

# ID THEFT AFFIDAVIT

Name \_\_\_\_\_

## HOW THE FRAUD OCCURRED

- (11)  I did not authorize anyone to use my name or personal information to seek the money, credit, loans, goods or services described in this report.
- (12)  I did not reside at the address where the service was provided.
- (13)  I did not receive any benefit, money, goods or services as a result of the events described in this report
- (14)  My identification documents (for example, credit cards; birth certificate; driver's license, social security card; etc.) were  **stolen**       **lost** on or about \_\_\_\_\_  
(month/day/year)
- (15)  To the best of my knowledge and belief, the following person(s) used my information (for example, my name, address, date of birth, existing account, social security number, mother's maiden name, etc.) or identification documents to get money, credit loans, goods or services without my knowledge or authorization:

Name (if known)	Name (if known)
Address (if known)	Address (if known)
Phone number(s) (if known)	Phone number(s) (if known)
Additional information (if known)	Additional information (if known)

- (16)  I do **NOT** know who used my information or identification documents to get money, credit, loans, goods or services without my knowledge or authorization.
- (17)  **Additional comments:** (For example, description of fraud, which documents or information were used or how the identity thief gained access to your information.)

**(Attach additional pages as necessary)**

# ID THEFT AFFIDAVIT

Name \_\_\_\_\_

## VICTIM'S LAW ENFORCEMENT ACTIONS

- (17) (check one) I  **am**    I  **am not**    willing to assist in the prosecution of the person (s) who committed this fraud.
- (18) (check one) I  **am**    I  **am not**    authorizing the release of this information to law enforcement for the purpose of assisting them in the investigation and prosecution of the person (s) who committed this fraud.
- (19) (check all that apply) I  **have**    I  **have not**    reported the events described in this affidavit to the police or other law enforcement agency. **The police**  **did**     **did not** write a report
- (20) You remain responsible for this/these bill(s) while our investigation is being conducted.
- (21) At the conclusion of our investigation you will be notified if you have been relieved of responsibility for this/these debt(s).

## DOCUMENTATION CHECKLIST

Please attach copies (**NOT originals**) of the documents listed below to this affidavit. Please see page 6 for a list of acceptable documentation.

- (22)     A copy of a valid government-issued photo-identification card (for example, your driver's license, state-issued ID card or your passport). If you are under 16 and don't have a photo-ID, you may submit a copy of your birth certificate or a copy of your official school records showing your enrollment and place of residence.
- (23)     Proof of residency during the time the disputed bill occurred, for example, a rental/lease agreement in your name, a copy of a utility bill.
- (24)     A copy of the report you filed with the police or sheriff's department must **be included**.



# ID THEFT AFFIDAVIT

Name \_\_\_\_\_

## SIGNATURE

I declare under penalty of perjury that the information I have provided in this affidavit is true and correct to the best of my knowledge.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(date signed)

**Knowingly submitting false information on this form could subject you to criminal prosecution for perjury.**

***Please have one witness (non-relative) sign below that you completed and signed this affidavit.***

**Witness:**

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(printed name)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(telephone number)



# ID THEFT AFFIDAVIT

Name \_\_\_\_\_ Phone Number \_\_\_\_\_

## Fraudulent Account Statement

Completing this Statement
<ul style="list-style-type: none"> <li>• Make as many copies of this page as you need. Include a copy of your signed affidavit.</li> <li>• List only the account(s) you're disputing with the company receiving this form. <b>See the example below.</b></li> <li>• If a collection agency sent you a statement, letter or notice about the fraudulent account, attach a copy of that document (<b>NOT</b> the original).</li> </ul>

### I declare (check all that apply):

- As a result of the event(s) described in the ID Theft Affidavit, the following account(s) was/were opened at your company in my name without my knowledge, permission or authorization using my personal information or identifying documents.

Creditor Name/Address	Account Number	Address that Utility Service was provided by creditor	Date Service opened and closed	Amount/ of Bill(s)
Pacific Gas & Electric				

- During the time of the accounts described above, I had the following account open with your company:

Billing name \_\_\_\_\_

Billing address \_\_\_\_\_

Account number \_\_\_\_\_

# ID THEFT AFFIDAVIT

Name \_\_\_\_\_ Phone No. \_\_\_\_\_

In order to resolve your disputed claim, you will need to provide one (1) form of identification from Category I (if US citizen) or Category II (if non US citizen.) and two (2) forms of proof of residency from Category III. You may choose from the list of acceptable documentation below:

Category I – Acceptable forms of identification for <b>U.S. Citizen</b>	Category II – Acceptable forms of identification for <b>non U.S. Citizen</b>
<ul style="list-style-type: none"> <li>• Driver's License</li> <li>• Military ID</li> <li>• Military DD214 Form</li> <li>• Military Selective Service Card</li> <li>• Birth Certificate (not a hospital record)</li> <li>• Native American Reservation ID</li> <li>• Passport</li> <li>• State ID</li> <li>• Social Security Card</li> <li>• ID from place of employment</li> <li>• Current Student ID</li> </ul>	<ul style="list-style-type: none"> <li>• Country ID</li> <li>• Driver's License</li> <li>• Military ID</li> <li>• Passport</li> <li>• US Immigration and Naturalization Service (INS) department documents:               <ul style="list-style-type: none"> <li>• I-94 (Refugee arrival document) form</li> <li>• I-688B (Employment Authorization Card)</li> <li>• I-766 (employment Authorization approval) document</li> </ul> </li> <li>• US Government issued VISA</li> <li>• (Document will state that it is a VISA)</li> </ul> <p><b>Note: Alien Registration Card is not acceptable.</b></p>

You need two (2) forms of proof of residency from **Category III**. The proof of residency documents must be from **two (2) separate sources that cover the two (2) months** during the following dates (**these dates are the 2 months prior to the last final bill date**) you may choose from the list of acceptable documentation below:

Category III – Proof of Residency
<ul style="list-style-type: none"> <li>• Auto insurance policy or statement</li> <li>• Cable bill</li> <li>• Electric bill</li> <li>• Gas bill</li> <li>• Health insurance policy or statement (not a medical card)</li> <li>• Home owner's or renter's insurance policy or statement</li> <li>• Local Telephone bill (not a bill from a long distance provider, cellular or paging company)</li> <li>• Life insurance policy or statement</li> <li>• Mortgage Statement</li> <li>• Water bill</li> <li>• Prison movement documentation</li> <li>• *Rental/Lease Agreement</li> </ul> <p><b>*We will not accept rental receipts.</b> The Rental/Lease agreement must be from a <b>management company</b> on an official lease agreement.</p>

\*PLEASE RETURN THE COVER PAGE LETTER ALONG WITH AFFIDAVIT.

\*(MAKE SURE THAT YOUR PROOF IS **2 MONTHS PRIOR TO THE LAST BILL DATE LOCATED ON THE COVER PAGE**.)

\*YOUR AFFIDAVIT MUST BE SIGNED BY A WITNESS THAT IS NOT A RELATIVE, OR NOTARIZED.



**Electric Sample Form No. 79-875**

Application and Agreement for Electric and/or Natural Gas Facilities Where Full Advance Payment Is Required (T)  
 Rule 13 - Temporary Service (T)

**Please Refer to Attached**  
 Sample Form

Advice Letter No: 4141-E  
 Decision No. 11-05-018

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

Date Filed November 15, 2012  
 Effective November 15, 2012  
 Resolution No. \_\_\_\_\_



DISTRIBUTION

Customer (Original)

Division

\_\_\_\_\_

\_\_\_\_\_

REFERENCE

Premises#: \_\_\_\_\_

CDx/Acct#: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## APPLICATION AND AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS FACILITIES WHERE FULL ADVANCE PAYMENT IS REQUIRED Rule 13 - Temporary Service

**To Pacific Gas and Electric Company:**

The undersigned Applicant hereby requests you to deliver  electric energy and/or  natural gas to and for the equipment hereinafter described, at the location shown on Exhibit A, in accordance with the applicable rates and rules of PG&E.

In consideration of PG&E's acceptance of this application and the installation of facilities to supply temporary electric and/or natural gas service, Applicant hereby agrees to the following:

1. PG&E has made available for inspection its applicable rates and rules. Applicant agrees to comply therewith, and with any changes or modifications thereof which may be authorized from time to time by the Public Utilities Commission of the State of California
2. Applicant's attention has been directed to the rate schedules applicable to the service herein described, and Applicant has elected to take and pay for service under Schedule \_\_\_\_\_ for a maximum period of \_\_\_\_\_ months. As specified in this schedule, Applicant elects the following optional provisions:
3. Applicant agrees to pay, in advance to PG&E, prior to the installation thereof, the estimated cost installed plus the estimated cost of removal, less the estimated salvage of the facilities installed to provide the service herein applied for, which cost is agreed to be the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).
4. The amount of refund upon reclassification of Applicant's facilities from temporary to permanent will be made on the basis of the extension and/or service rule in effect at the time temporary service is reclassified to permanent. No interest shall be paid on any amount advanced.
5. Applicant hereby grants to PG&E a right-of-way for any electric and/or natural gas lines which it may be necessary to build in, on, under or over Applicant's premise for the purpose of making delivery hereunder. Where Applicant requests facilities which are in addition to, or in substitution for, the standard facilities which PG&E normally would install, the extra cost thereof shall be paid by Applicant under the provisions of PG&E's Gas or Electric Rule 2.
6. In the event Applicant, prior to reclassification, materially increases or decreases his electric service and/or natural gas requirements from those installed hereunder and a change is made in PG&E's facilities, settlement shall be made for the installation and removal cost of the facilities removed. A new temporary service agreement shall be entered into providing for the modified service required by Applicant.
7. This contract shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California as said Commission may, from time to time, direct in the exercise of its jurisdiction.



**APPLICATION AND AGREEMENT FOR  
ELECTRIC AND/OR NATURAL GAS FACILITIES  
WHERE FULL ADVANCE PAYMENT IS REQUIRED  
Rule 13 - Temporary Service**

ELECTRIC EQUIPMENT TO BE SERVED	PHASE	K.V.A.	K.W.	H.P.
LIGHTING				
POWER				

Electric Service Voltage \_\_\_\_\_Volts    Electric Load\_\_\_\_\_kW                      Est. Max.

Demand\_\_\_\_\_kW

Electric Main Service Rating \_\_\_\_\_amperes

**Natural Gas Load:**

Gas Load        \_\_\_\_\_Btu/hr.

Gas Delivery Pressure \_\_\_\_\_psia

Print Customer Name: \_\_\_\_\_

Title (if applicable): \_\_\_\_\_

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



**Electric Sample Form No. 79-957**  
Electric Distribution Service Line Lease Agreement

**Please Refer to Attached  
Sample Form**

Advice Letter No: 4141-E  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



**ELECTRIC DISTRIBUTION SERVICE LINE LEASE AGREEMENT**

**BETWEEN**

**PACIFIC GAS AND ELECTRIC COMPANY<sup>1</sup> (“Landlord”)**

**and**

\_\_\_\_\_ **IRRIGATION DISTRICT (“Tenant”)**

\_\_\_\_\_, 20\_\_

Landlord's Initials

\_\_\_\_\_

Tenant's Initials

\_\_\_\_\_

# ELECTRIC DISTRIBUTION SERVICE LINE LEASE AGREEMENT

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Landlord's Initials

Tenant's Initials

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# ELECTRIC DISTRIBUTION SERVICE LINE LEASE AGREEMENT

THIS SERVICE LINE LEASE ("**Lease**") is made and entered into as of \_\_\_\_\_, 20\_\_, by and between Pacific Gas and Electric Company ("**PG&E**" or "**Landlord**"), and \_\_\_\_\_ Irrigation District, a "Section 374 Irrigation District" as that term is defined in PG&E Rate Schedule E-EXEMPT, ("**\_\_\_\_\_ ID**" or "**Tenant**"). This Lease form has been pre-approved by the California Public Utilities Commission ("**CPUC**").

## RECITALS

- A. On September 17, 1998, the CPUC issued Resolution E-3531 approving, with modifications, PG&E's request in Advice Letter 1738-E to add a special condition to PG&E Schedule E-Exempt for electric customers which select certain irrigation districts as their energy service provider (ESP) and which take direct access service from PG&E.
- B. Among other things, Resolution E-3531 directed PG&E to file a standard lease of service drop facilities to be used by the Section 374 irrigation districts whose customers take service under PG&E Schedule E-Exempt, which standard lease was to be pre-approved by the CPUC after it has been reviewed by the Energy Division.
- C. This Lease form has been reviewed by the Energy Division and pre-approved by the CPUC, and no further regulatory approvals are required, under California Public Utilities Code Section 851 or under any other statute or CPUC decision, for PG&E to lease Electric Service Lines as defined below to Tenant under the terms of this Lease.
- D. This Lease constitutes an agreement for maintaining and repairing Electric Service Lines as required by Special Condition 2(i) of PG&E Schedule E-Exempt.
- E. The provision of distribution service by PG&E and the sale of electricity by Tenant to Customer as defined below are retail transactions, subject to the CPUC's jurisdiction.

## NOW, THEREFORE, LANDLORD AND TENANT AGREE AS FOLLOWS:

### 1. PURPOSE OF AGREEMENT

This Lease is intended for use by Irrigation Districts which (a) agree to act as ESPs under the direct access program established by the CPUC, (b)

Landlord's Initials

Tenant's Initials

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# ELECTRIC DISTRIBUTION SERVICE LINE LEASE AGREEMENT

have executed the Energy Service Provider (ESP) Service Agreement (ESP Service Agreement) approved by the CPUC as PG&E Form No. 79-948, and (c) will be serving PG&E's direct access electric customers under Special Condition 2 of PG&E's Rate Schedule E-EXEMPT.

## 2. TARIFFS GOVERN

2.1. Unless otherwise indicated below, PG&E's electric rules and tariffs, including Electric Rule 22 and the ESP Service Agreement, apply. Should a conflict develop between this Lease and Special Condition 2 of PG&E's Rate Schedule E-EXEMPT, Special Condition 2 of Rate Schedule E-EXEMPT shall govern. Should a conflict develop between this Lease and PG&E's Electric Rule 22 or the ESP Service Agreement [Form No. 79-948], the terms and conditions of this Lease shall govern.

2.2. Tenant is not required to comply with PG&E's Electric Rule 22(D)(2).

## 3. DEFINITIONS

- **“Customer”** is defined as a PG&E direct access customer taking service under Special Condition 2 of Schedule E-EXEMPT.
- **“FERC”** is defined as the Federal Energy Regulatory Commission, or any successor thereto.
- **“Service Line(s)”** are defined as those certain electric conductors or cables which extend between points of interconnection at PG&E's electric facilities and a termination point at or in the customer-owned underground service termination enclosure or at the customer-owned overhead termination point, and any agreed upon appurtenant materials.
- **“Legal Requirements”** shall mean all existing and future laws, ordinances, codes, rules, regulations, directives or requirements of any governmental authority not under the control of Tenant or of any fire insurance underwriter or rating bureau, whether or not foreseeable, including but not limited to the Americans with Disabilities Act of 1990 (“ADA”), Title 24, and all building code, energy conservation, public utility, electricity, environmental, seismic, handicap, fire, health and safety laws and regulations.
- **“Work”** shall mean all operation, construction, maintenance, additions, removals, rearrangements, relocations, repairs, improvements or

Landlord's Initials

Tenant's Initials

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# ELECTRIC DISTRIBUTION SERVICE LINE LEASE AGREEMENT

replacements to Service Lines (including, but not limited to, replacement of materials at the end of their useful lives.)

## 4. LEASE OF SERVICE LINES

- 4.1. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Service Lines described with particularity in an executed Electric Service Lines Lease Appendix, in substantially the form of Exhibit A hereto ("Lease Appendix"), each of which incorporates the terms of this Lease within it by reference, and any number of which may be separately executed between Landlord and Tenant during the term of this Lease, and all of which taken together with the body of this Lease shall constitute the Lease.
- 4.2. Landlord shall deliver possession of the Service Lines to Tenant in a condition consistent with the CPUC's General Order 95 for overhead Service Lines and General Order 128 for underground Service Lines. For each separate Lease Appendix, the Service Line(s) shall be delivered on the later of the date set forth in the Lease Appendix for delivery or the direct access switch date for the applicable customer account, determined in accordance with PG&E's Electric Rule 22.

## 5. TERM; TERMINATION

- 5.1. Subject to the provisions of this Section 5, the term of this Lease shall commence upon execution by both parties hereto. The term for the lease of a particular Service Line shall commence upon execution of the Lease Appendix for the applicable Service Line.
- 5.2. This Lease (including all Lease Appendices) shall terminate upon the earlier of:
  - a. March 31, 2002.
  - b. Termination of Tenant's ESP Service Agreement with PG&E, unless Tenant's ESP Service Agreement is simultaneously replaced with a new ESP Service Agreement.
  - c. Twelve months after the earlier of (1) the execution of an interconnection agreement between Tenant and Landlord or (2) issuance of a final order by FERC ordering Landlord to enter into an interconnection agreement with Tenant; provided that this Lease shall not terminate based on this subsection if (1) Tenant is actively engaged in the process of constructing or purchasing

Landlord's Initials

Tenant's Initials

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# ELECTRIC DISTRIBUTION SERVICE LINE LEASE AGREEMENT

distribution facilities that will be used to serve customers eligible for CTC exemptions and (2) Tenant provides a signed affidavit attesting to this fact to Landlord, with a copy to the Director of the Energy Division of the CPUC. The twelve months after execution of an interconnection agreement or after issuance of a final FERC order as used in this subsection refers to an interconnection agreement or FERC order pertaining to the distribution facilities which are the subject of the interconnection agreement or FERC order.

- d. Issuance of a final order by FERC denying Tenant's application for an order for an interconnection agreement.
- e. Termination of this Lease pursuant to Section 16 below.
- f. Thirty days after Landlord receives written notice of termination from Tenant.

5.3. An individual Lease Appendix shall terminate upon the earlier of:

- a. Tenant ceasing to be the ESP for the Customer served by the Service Line covered by that Lease Appendix.
- b. The Customer ceasing to be a "Direct Access customer" of PG&E as that phrase is used in PG&E's Electric Rule 22.A.3.
- c. Termination of this Lease pursuant to either Section 5.2 or Section 16.
- d. Thirty days after Landlord receives written notice of termination from Tenant.
- e. Twelve months after the earlier of (1) the execution of an interconnection agreement between Tenant and Landlord pertaining to the distribution facilities which are the subject of the Lease Appendix or (2) issuance of a final order by FERC ordering Landlord to enter into an interconnection agreement with Tenant pertaining to the distribution facilities which are the subject of the Lease Appendix; provided that the Lease Appendix shall not terminate based on this subsection if (1) Tenant is actively engaged in the process of constructing or purchasing distribution facilities that will be used to serve customers eligible for CTC exemptions and (2) Tenant provides a signed affidavit attesting to this fact to Landlord, with a copy to the Director of the Energy Division of the CPUC.

Landlord's Initials

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Tenant's Initials

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# ELECTRIC DISTRIBUTION SERVICE LINE LEASE AGREEMENT

- 5.4. At any time following the execution of this Lease, it shall terminate automatically upon any written direction or order to that effect by the CPUC, the FERC, or any other governmental or regulatory body (other than Tenant itself) having jurisdiction over Landlord, Tenant, the Service Lines, or this Lease. Upon such termination, possession of the Service Lines shall immediately revert to PG&E. PG&E is not obligated to provide notice to Tenant or Customer of termination under this section, but shall make its best efforts to do so in writing, pursuant to the terms of Section 20 herein, within ten (10) business days of the date of termination under this section.
- 5.5. Following termination of this Lease, or of any Lease Appendix under this lease, electric distribution service to the Customer(s) shall be provided as directed by the Customer(s). If no direction is provided by the Customer(s), such service shall be provided by PG&E according to the terms and conditions of its tariffs and rules as of such date.

## 6. USE

- 6.1. The Service Lines shall be used by Tenant solely to deliver electric energy as an ESP to a Customer under Schedule E-EXEMPT.
- 6.2. Tenant's use of the Service Lines shall not ripen into any title, or right in or to the Service Lines beyond those expressly granted by this Lease, and as to those only for the Term hereof, and Tenant shall not make any claim of right or title, nor resist nor assail Landlord's title to the Service Lines based on this Lease or Tenant's use hereunder.

## 7. RENT

As consideration for this Lease of the Service Lines, Tenant shall pay to Landlord the sum of the rents set forth in each applicable Lease Appendix ("**Rent**"). Such Rent is due and payable monthly on or before **[date]** in the form of **[form]** and shall be delivered by **[mail/courier/wire transfer/etc]** to **[name, address at PG&E]**. Lack of an invoice shall not excuse payment of Rent. Failure to timely make any payment under this section shall be considered breach of a material term of this Lease.

## 8. OPERATION AND MAINTENANCE

Landlord shall be solely responsible for operation of the Service Lines and for performance of maintenance upon the Service Lines. Operation of and

Landlord's Initials

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Tenant's Initials

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# ELECTRIC DISTRIBUTION SERVICE LINE LEASE AGREEMENT

maintenance upon the Service Lines shall be performed in accordance with Landlord's tariffs and rules, all Legal Requirements (as defined in Section 3) and with the standards set forth in CPUC General Orders 95, 128 and 165. Landlord shall be responsible for operation in violation of this section to any governmental or regulatory body with jurisdiction over such matters, and shall indemnify and hold Tenant harmless for same, as set forth in the terms of Section 15 herein.

## 9. INSURANCE

9.1. Tenant shall at all times during the Term maintain the following insurance coverage. Tenant is also responsible for its contractors maintaining sufficient limits of the same coverage.

- a. Workers' Compensation insurance indicating compliance with any applicable labor codes, acts, laws or statutes, state or federal, where work is performed.
- b. Employers' Liability insurance in an amount not less than \$1,000,000 for injury or death each accident.
- c. Commercial general liability coverage which shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form, with no coverage deletions, and including fire legal liability. The limit shall not be less than \$5,000,000 each occurrence for bodily injury, property damage and personal injury. Coverage shall: (a) by "Additional Insured" endorsement add as insureds PG&E, its directors, officers, agents and employees with respect to liability arising out of work performed for Tenant by any party other than Landlord, and (b) be endorsed to specify that Tenant's insurance is primary and that any insurance or self-insurance maintained by Landlord shall not contribute with it.
- d. Before the delivery of any Service Lines under this Lease, Tenant shall furnish Landlord with certificates of insurance and endorsements of all required insurance. The documentation shall state that coverage shall not be canceled except after thirty (30) days prior written notice has been given to Landlord. The documentation must be signed by a person authorized by that insurer to bind coverage on its behalf and shall be submitted to:

Landlord's Initials

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Tenant's Initials

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# ELECTRIC DISTRIBUTION SERVICE LINE LEASE AGREEMENT

Pacific Gas and Electric Company  
Insurance Department – B24H  
P.O. Box 770000  
San Francisco, CA 94177

A copy of all such insurance documents shall be sent to Landlord pursuant to Section 20 herein. Landlord may inspect the original policies or require complete certified copies at any time. Upon request, Tenant shall furnish Landlord the same evidence of insurance for its contractors.

- 9.2. All policies of insurance to be carried by either party hereunder shall be issued by an insurer licensed to do business in the State of California with a rating of at least A- (VIII) in Best's Insurance Reports, or equivalent; provided that so long as the Landlord hereunder is PG&E or a Permitted Transferee, and so long as the Tenant hereunder is \_\_\_\_\_, PG&E, its Permitted Transferee or Tenant shall be entitled to self-insure for the insurance coverage required to be carried by such party herein.
- 9.3. Tenant shall use its best efforts to cause each insurance policy referenced in section 9.1 and obtained by it, (i) to provide that the insurer waives all right of recovery by way of subrogation against Landlord in connection with any injury or damage covered by such policy, and (ii) to include: (1) a waiver of the insurer's right of subrogation against Landlord and (2) an express agreement that such policy shall not be invalidated if the insured waives the right of recovery against any party responsible for a casualty covered by the policy before the casualty. Each such policy, if any, shall name Landlord as a named additional insured. Landlord shall promptly endorse to the order of Tenant, without recourse, any instrument for the payment of money under or with respect to the policy of which Tenant is the owner or original or primary insured, and shall have no right in or to such payment.

## 10. TAXES

Landlord shall pay all taxes, assessments (general or special), fees, impositions, franchises, surcharges, and charges levied upon the Service Lines or the land in or on which the Service Lines are situated, upon any work required to access the Service Lines (including without limitation cutting into streets), and upon any personal property of Landlord, including without limitation all street, sidewalk, sewer, drainage or lighting

Landlord's Initials

Tenant's Initials

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# ELECTRIC DISTRIBUTION SERVICE LINE LEASE AGREEMENT

improvement assessments, and all transit, housing, police, fire or other governmental service charges, fees, or assessments ("**Taxes**"). Tenant shall not take any action to create or assess any Taxes payable by Landlord on or after the execution date of this Lease.

## 11. COMPLIANCE WITH LEGAL REQUIREMENTS

11.1. Except for Tenant's obligations under section 11.2 below, Landlord shall, at its expense, promptly comply with all legal requirements affecting the Service Lines. Tenant shall not take any action to create or amend any legal requirements affecting the Service Lines or Landlord's obligations with respect to the Service Lines on or after the execution date of this Lease.

11.2. Tenant shall, at its expense, acquire and maintain any and all applicable licenses, permissions and certifications necessary for Tenant to use the Service Lines during the Term of this Lease.

## 12. WORK ON SERVICE LINES

12.1. Tenant may not make improvements or alterations to the Service Lines without the prior written approval of Landlord.

12.2. Landlord shall be solely responsible for all necessary or desirable Work. Such Work shall be the sole property of Landlord, and shall, at the time it is completed, become part of the Service Lines for purposes of this Lease. Landlord may comply with this section by undertaking such Work personally or through a contractor.

## 13. MECHANICS' LIENS

Neither Landlord or Tenant will permit any mechanics', materialmen's or other similar lien to be filed or claimed against the Service Lines or Landlord's or Tenant's interest therein by reason of any work, labor, material, services or supplies furnished or purportedly furnished to or for the Service Lines. If any such mechanics' or materialmen's lien should be filed or claimed against the Service Lines, then the party through whom such lien was filed or claimed shall fully discharge and release the same from the Service Lines by posting bond or otherwise; provided, however that either party may contest any such lien so long as the enforcement thereof is stayed.

## 14. COOPERATION WITH REGULATORY OR GOVERNMENTAL REQUEST

Tenant shall provide Landlord, within ten (10) calendar days of Landlord's transmittal of written request pursuant to Section 20 herein, with any

Landlord's Initials

Tenant's Initials

\_\_\_\_\_

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# ELECTRIC DISTRIBUTION SERVICE LINE LEASE AGREEMENT

information concerning the Service Lines which information is requested of Landlord by a governmental or regulatory body with jurisdiction over Landlord, Tenant, the Service Lines, or this Lease. Tenant's failure to perform under this section shall be deemed a material default of this Lease.

## 15. INDEMNITIES AND LIMITATIONS OF LIABILITY

The provisions of Section 6 (Limitation of Liability) and Section 7 (Indemnity) of the ESP Service Agreement shall apply to matters within the scope of this Lease, and said provisions are incorporated herein by reference.

## 16. DEFAULT

16.1. An Event of Default by Tenant under the ESP Service Agreement [Form No. 79-948] shall also be an Event of Default by Tenant under this Lease.

16.2. Failure of Tenant to pay Rent shall be considered a material breach of this Lease.

16.3. An Event of Default under this Lease shall mean either Party's material breach of any provision of this Lease, 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.

16.4. In the event of such an Event of Default, the non-defaulting Party shall be entitled (a) to terminate this Lease upon written notice to the other Party, which shall be effective upon the receipt thereof, or (b) to exercise any and all remedies provided in law or in equity.

16.5. Acts performed or attempted by PG&E in a reasonable effort to comply with orders, regulations, rules or other directives of the CPUC, the FERC, or any other governmental or regulatory body having jurisdiction over Landlord, Tenant, the Service Lines, or this Lease shall explicitly not be deemed an Event of Default by PG&E under this Lease.

## 17. RIGHT OF ACCESS

PG&E, its employees, agents and invitees shall have access to the Service Lines, and any surrounding areas above, below, or around the Service Lines, to which access is necessary to perform PG&E's obligations under this Lease or under other Legal Requirements, twenty four (24) hours per day, seven (7) days per week, throughout the Term of this Lease and as

Landlord's Initials

Tenant's Initials

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# ELECTRIC DISTRIBUTION SERVICE LINE LEASE AGREEMENT

long thereafter as Tenant has possession of the Service Lines under any theory of law or equity. Nothing in this Section 17 shall be construed as creating or continuing any duty of PG&E, or any right of Tenant.

## 18. REPRESENTATIONS AND WARRANTIES

18.1. Landlord represents and warrants to Tenant that:

- a. Landlord possesses good and marketable title to the Service Lines;
- b. Landlord has full right and lawful authority to execute this Lease upon the terms and conditions contained herein;
- c. The provisions of this Lease do not or will not conflict with or violate the provisions of any existing or future agreements between Landlord and third parties;
- d. There are no pending or, to the best of its knowledge, threatened claims or losses against the Service Lines or Landlord which would adversely affect Landlord's ability to perform its obligations under this Lease or Tenant's use of the Service Lines; and
- e. On the Delivery Date the Service Lines will comply with all applicable Legal Requirements.

18.2. Tenant represents and warrants that it

- a. Is a duly-formed Irrigation District authorized under the California Water Code to sell electricity to retail customers. This Lease applies to Tenant's activities only to the extent that such activities are permitted by the California Water Code and by the California Government Code.
- b. Has the authority pursuant to Public Utilities Code section 374(a) to provide customers of PG&E exemptions from having to pay CTCs, up to the level established by Public Utilities Code section 374(a)(2) or by the California Energy Commission, as applicable.
- c. Has obtained all necessary rights-of-way from all governmental granting authorities and private landowners as required for Tenant to lease the Service Lines.

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Tenant's Initials

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# ELECTRIC DISTRIBUTION SERVICE LINE LEASE AGREEMENT

- d. Is authorized to lease Service Lines along or across the public roads, highways and waterways within its service territory or within the area in which it is leasing Service Lines.
- e. Will maintain its status as an ESP during the term of this Lease, consistent with CPUC Resolution E-3531.
- f. Has provided written certification to PG&E that Tenant meets the requirements of Public Utilities Code sections 394(a) and 366.5(a) and (b), without actually registering at the CPUC.

18.3. The parties' remedies for any false or inaccurate representations and warranties pursuant to this Section 18 shall survive the expiration or earlier termination of this Lease.

## 19. EMERGENCY

In the event of any casualty, emergency or other condition affecting the conduct of business relating to the Service Lines, Landlord and Tenant mutually agree to cooperate to restore such conduct as quickly as possible, including, without limitation, the filing of any necessary documents with governmental authorities, except that PG&E shall not, and shall not be required to, give any preference to restoring or maintaining service to the Service Lines over its obligations to other customers or with regard to other Service Lines.

## 20. NOTICES

Any notice to be given in connection with this Lease shall be in writing and may be served by personal delivery or be sent by certified mail, or by reputable courier service which provides written evidence of delivery, addressed as specified herein or to such other address as requested by either party in the manner specified herein. Facsimile numbers are given for convenience only; delivery by facsimile shall not be considered sufficient notice under this Lease. Notice shall be effective upon actual receipt or upon refusal to accept delivery.

Landlord's agent and address:

Area Manager, \_\_\_\_\_ Division  
Pacific Gas and Electric Company

\_\_\_\_\_

Telephone: / -

Facsimile: / -

Landlord's Initials

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Tenant's Initials

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# ELECTRIC DISTRIBUTION SERVICE LINE LEASE AGREEMENT

Tenant's agent and address:

## 21. END OF TERM

At the expiration or termination of this Lease Tenant shall surrender the Service Lines, subject to normal wear and tear and damage by the elements. Tenant shall, within thirty days after the expiration or earlier termination of this Lease, remove from the Service Lines any material or equipment installed by Tenant, provided that Tenant shall repair any damage caused by such removal. Such removal and repair shall be at Tenant's sole expense. Notwithstanding the above, Tenant shall not be required to remove any material or equipment installed by Tenant if Landlord and Tenant have entered into an interconnection agreement pursuant to which Tenant would be entitled to have such material or equipment attached to the Service Lines.

## 22. MISCELLANEOUS

### 22.1. Dispute Resolution.

- a. Any dispute arising between the parties relating to the interpretation of the provisions of this Lease or to the performance of their obligations hereunder shall be reduced to writing and referred to the parties' representatives identified on Exhibit B 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 Sections 5 or 16. If the parties failed to reach an agreement within 10 business days from the date the dispute is reduced to writing, or within such other time upon which the parties mutually agree, then the parties may mutually agree to pursue mediation or to arbitrate their dispute in accordance with Section 22.1.b below.
- b. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding

Landlord's Initials

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# ELECTRIC DISTRIBUTION SERVICE LINE LEASE AGREEMENT

arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, or such other rules as the parties may mutually agree upon, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction. Review of the arbitration decision, if any, shall be in accordance with California Code of Civil Procedure Sections 1285-1287.6, or any successor provisions. All arbitration proceedings shall be conducted in San Francisco, California. Each Party in any proceeding shall bear its own costs and attorney's fees.

- c. Notwithstanding Section 22.1(a) and (b) above, if PG&E and Tenant have a dispute over the availability, applicability or amount of CTC exemptions generally, or if PG&E and Tenant disagree about whether a specific customer account would be exempt, either PG&E, Tenant or the customer may seek assistance in reaching informal dispute resolution from the Commission's Energy Division, or may seek mediation of any such dispute from the Commission's Administrative Law Judge Division. If the dispute is not resolved within 60 days of the request to pursue informal dispute resolution, PG&E, Tenant or the customer may file a Complaint at the Commission within the next 30 days (the parties may agree to extend this 30 day period, in order to allow for further negotiations or other resolution techniques). The Complaint shall state the facts supporting the claimed CTC exemption. While the complaint is pending, the customer shall continue to be responsible for making the monthly CTC and other nonbypassable charge payments on a timely basis, with such payments subject to future refund or other adjustment as appropriate if the Commission determines the exemption to apply.

22.2. Third Party Beneficiaries. The Customer is not, and no other person is, a third party beneficiary of or under this Lease.

22.3. Remedies Cumulative. The rights, elections and remedies of Landlord and Tenant contained in this Lease shall be cumulative, and no one of them shall be construed as exclusive of any of the others or of any right or remedy allowed at law or equity.

Landlord's Initials

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# ELECTRIC DISTRIBUTION SERVICE LINE LEASE AGREEMENT

- 22.4. Waiver of Defaults. The waiver by either party of any default in the performance, or failure to insist on strict performance, by the other of any covenant contained herein shall not be construed to be a waiver of any preceding or subsequent default of the same or any other covenant contained herein.
- 22.5. Severability. Each provision of this Lease shall be considered separate and severable from every other provision of this Lease. If any provision of this Lease shall be held to be invalid by a court or regulatory or administrative body having jurisdiction, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the extent possible. In any event, the remaining provisions shall remain in effect and shall in no way be impaired thereby.
- 22.6. Governing Law; CPUC Jurisdiction. This Lease shall be governed by the laws of the State of California. This Lease shall at all times be subject to such changes or modifications as the CPUC may, from time to time, direct in the exercise of its jurisdiction.
- 22.7. Interpretation and Definitions. The language of this Lease shall be construed as a whole according to its fair meaning and not strictly for or against either party. The captions and headings by which the paragraphs of this Lease are identified are for convenience only and shall have no effect upon the interpretation of the Lease. Wherever the context so requires, the singular number shall include the plural, the plural shall refer to the singular, the neuter gender shall include the masculine and feminine genders, and the words "Customer," and "person" shall include corporations, partnerships, associations and individuals. The word "party" means either Landlord or Tenant, and the word "parties" means both Landlord and Tenant. The words "include," "includes," and "including" are not used in any limiting sense, but rather by way of example or illustration.
- 22.8. No Assignment. Tenant shall not assign this Lease, or sublet the Service Lines, or any portion thereof.
- 22.9. Subordination. Tenant shall, upon Landlord's request, in the future subordinate this Lease to any lien placed by Landlord upon the Service Lines from an institutional lender, or as required by the CPUC, the FERC, or any other governmental or regulatory body (other than Tenant) having jurisdiction over Landlord, Tenant, the Service Lines, or this Lease.

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# ELECTRIC DISTRIBUTION SERVICE LINE LEASE AGREEMENT

- 22.10. Force Majeure. Except for Tenant's obligations to make payments hereunder, neither Party shall be liable for any failure to perform the terms of this Lease when such failure is due to "force majeure." The term "force majeure" shall mean acts of God, strikes, lockouts or industrial disputes or disturbances, civil disturbances, arrests and restraint from rules or people, interruptions by government or court orders, present and future valid orders of any regulatory body having proper jurisdiction, acts of the public enemy, wars, riots, blockades, insurrections, inability to secure or delay in securing labor or materials (including delay in securing or inability to secure materials by reason of allocations promulgated by authorized governmental agencies), epidemics, landslides, lightning, earthquakes, fire, storm, floods, washouts, explosions, or any other cause, whether of the kind herein enumerated or otherwise, not reasonably within the control of the Party claiming "force majeure." The "force majeure" shall, so far as possible, be remedied with all reasonable dispatch. Notwithstanding the above requirement that any "force majeure" shall be remedied with all reasonable dispatch, the settlement of strikes or lockouts or industrial disputes or disturbances shall be entirely within the discretion of the Party having the difficulty. The Party claiming any failure to perform due to "force majeure" shall provide verbal notification thereof to the other Party as soon as practical after the occurrence of the "force majeure" event.
- 22.11. Exhibits. Exhibit A, the Electric Service Lines Lease Appendix, is attached hereto and incorporated by reference into this Lease.
- 22.12. Interest on Past Due Obligations. If any monetary payment under this Lease is not received by Landlord or Tenant when due, and interest is not otherwise provided or excluded under tariff, rule, regulation or other agreement between the parties, such payment shall bear interest from the due date until received by the appropriate party, at the lesser of (a) the rate set forth in PG&E's Electric Rule 7 section (C), or (b) the maximum rate permitted by law. Any change in said interest rate shall become effective on the same date on which a change in PG&E's Electric Rule 7 section (C) becomes effective, and PG&E shall not be required to give notice under this Lease of such change.
- 22.13. Further Assurances. Each party agrees to execute and deliver to the other party such further documents or instruments as may be

Landlord's Initials

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# ELECTRIC DISTRIBUTION SERVICE LINE LEASE AGREEMENT

necessary or appropriate in order to carry out the intentions of the parties as contained in this Lease.

- 22.14. Right To Request Changes. Nothing in this Lease shall in any way be deemed to limit or restrict PG&E's or Tenant's right to file with the CPUC, the FERC or any other regulatory agency for any changes in any applicable rate schedules, tariffs, or rules, or to seek any relief whatsoever from said regulatory agencies, including the right to request the CPUC to approve changes to this Lease.
- 22.15. Counterparts. This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 22.16. Entire Agreement; Amendment. This Lease, together with PG&E's tariffs and rules relevant to this Lease, including Schedule E-EXEMPT, Electric Rule 22, Schedule DA and the ESP Service Agreement, constitute the entire agreement of the parties regarding the Service Lines. This Lease cannot be modified or amended in any respect except by a writing executed by Landlord and Tenant.

Landlord and Tenant have executed this Lease as of the day first written above.

## LANDLORD

## TENANT

**PACIFIC GAS AND ELECTRIC COMPANY**

\_\_\_\_\_

\_\_\_\_\_

Signature

\_\_\_\_\_

Type or Print Name

\_\_\_\_\_

Title

\_\_\_\_\_

Company

\_\_\_\_\_

Signature

\_\_\_\_\_

Type or Print Name

\_\_\_\_\_

Title

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# ELECTRIC DISTRIBUTION SERVICE LINE LEASE AGREEMENT

## Exhibit A Electric Service Lines Lease Appendix

**Lease Appendix No. \_\_\_\_\_ ID -- #**

This Electric Service Lines Lease Appendix ("Lease Appendix") is an exhibit to and part of the Service Lines Lease between Pacific Gas and Electric Company ("Landlord" or "PG&E") and \_\_\_\_\_ Irrigation District ("Tenant" or "\_\_\_\_ ID") dated \_\_\_\_\_ ("Lease"). The terms of the Lease are incorporated herein by this reference as if set forth in full at this point.

The Customer served by both PG&E and \_\_\_\_ ID, and whom the Service Lines serve is \_\_\_\_\_. The Customer's PG&E account number(s) is \_\_\_\_\_.

SERVICE LINES include

\_\_\_\_\_ **[fill in technical description of service drop materials and connections].**

RENT for these Service Lines is the sum of \$ \_\_\_\_\_ per month.

A copy of this Lease Appendix shall be delivered to Landlord by Tenant in accordance with the provisions of the Lease at:

**[insert address]**

This Lease Appendix is executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, at \_\_\_\_\_, California, and is effective on \_\_\_\_ [date] \_\_\_\_\_.

Landlord:  
Pacific Gas and Electric Company

Tenant:  
\_\_\_\_\_ Irrigation District

By: \_\_\_\_\_  
[name]  
[title]

By: \_\_\_\_\_  
[name]  
[title]

Landlord's Initials  
\_\_\_\_\_

Tenant's Initials  
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**ELECTRIC DISTRIBUTION SERVICE  
LINE LEASE AGREEMENT**

**Exhibit B**

**PARTIES' DESIGNATED REPRESENTATIVES FOR  
DISPUTE RESOLUTION PROCESS**

PG&E: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(415) 973-\_\_\_\_\_

Tenant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Landlord's Initials

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Tenant's Initials

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**Electric Sample Form No. 79-972**  
Agreement for Unmetered Electrical Service

**Please Refer to Attached  
Sample Form**

Advice Letter No: 4141-E  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



DISTRIBUTION

- Customer
- Division,
- Records Processing

REFERENCES

PM#: \_\_\_\_\_  
 BD#: \_\_\_\_\_  
 SA#: \_\_\_\_\_

# AGREEMENT FOR UNMETERED ELECTRICAL SERVICE

This Agreement between \_\_\_\_\_ (Customer) and Pacific Gas and Electric Company (the Company) is to establish and govern the provisions of unmetered electric service provided by the Company at the locations reported for equipment described in the attachments to this Agreement and billing data reported monthly or annually as required by this Agreement and subject to review by the Company for unmetered status.

WHEREAS, in the Company's opinion, it would be impractical to install electric meters at the requested locations and for equipment installed subject to this Agreement; and

WHEREAS, the consumption of electricity at such locations and for such equipment can be reasonably determined from manufacturer's specifications and operating characteristics of the Customer where the load is 11 hour photo controlled or 24 hour constant and of *one hundred fifty (150) watts or less rated or average consumption* on any one service connection point; and

WHEREAS, pursuant to the Company's electric Preliminary Statement Part A.6.a, Customer and the Company agree that, in lieu of installing meters at each location, the Company shall provide unmetered electric service as provided herein.

NOW THEREFORE, in consideration of the terms and covenants contained herein, Customer and the Company hereby agree as follows:

1. Customer's equipment that is the subject of this Agreement, are identified in the data sheets set forth in Attachment A (Equipment). Each location will be considered a separate account and billed on the Company's regular monthly billing cycle for the applicable area. Each location will be evaluated for unmetered service separate from any other location. Billing of fixed usage will be done under the rate schedule indicated on Attachment A. Billing will be based on the methodology described in paragraph 3, below. This Agreement is for Equipment directly connected to the Company's distribution system, and is not available for equipment connected via a third party service, third party equipment, or through photo control adapters attached to Company-owned or third-party-owned street light facilities.
2. Each individual piece of Equipment shall constitute a separate unit for purposes of this Agreement. The method of determining the electric usage for each unit shall be as follows:
  - a) Where a unit is controlled by a photo control, any such photo control must meet ANSI Standard C136.10, turn on value 1.0 foot candles and turn off value of 1.5 foot candles. Usage must be equal to or less than 150 watts rated or average consumption. It will be billed at 11 hours of photo controlled operating time per day.
  - b) Where a unit is not photo controlled, the unit will be billed on a 24-hour basis. Usage must be equal to or less than 150 watts rated or average consumption.
  - c) Customer shall provide the Company all of the information necessary to complete Attachment A, including without limitation, the description of the equipment model, type, unit and load, prior to the installation of any Equipment. To facilitate completion of Attachment A, third party testing results or metered results are required where Customer has no manufacturer data. Information to verify the number and location of all Equipment at each service location shall be reported as described in Attachment B.

## AGREEMENT FOR UNMETERED ELECTRICAL SERVICE

3. The monthly energy charge will be based on Equipment identified in Attachment A and the calculated kilowatt hours (kWh) applied to all locations for that equipment from the documented average consumption or rated input (not to exceed 150 watts) multiplied by either a) 731 hours per month (for 24-hour continuous usage) under paragraph 2b, above; or b) 335 hours per month (for photo controlled usage) under paragraph 2a, above. The monthly charge shall also include all other charges under the General Services rate schedule A1, including the single customer charge per location.
4. Pursuant to Section D of the Company's Electric Rule 3, Customer will promptly furnish the Company with notice of any changes in the connected or rated electrical loads or operating characteristics of such load for Equipment and each location for which service is provided under this Agreement, Attachment A shall be revised for the Equipment in question. As required in paragraph 6, Customers shall furnish the Company with information with a frequency and in a format acceptable to the Company, verifying and reconciling the Equipment at each service location, current installs and removals for the month or annually, including changes in Model or type of equipment. Any changes relating to the Model or type shall be reported as described in Attachment A. Any changes relating to the number or location of any Equipment and reflecting the net result of any installations or removals shall be reported as described in Attachment B. If it is determined that electrical load is connected that has not been accurately reported to the Company by Customer, such load will be billed in accordance with Electric Rules 17, 17.1, and 17.2 as applicable, and Customer shall pay the applicable charges for this electrical load, calculated in accordance with paragraphs 2 and 3, above. The Company reserves the right to field or bench test Customer's Equipment to verify the full rated input or average consumption. The Company reserves the right to review calibration records of Customer's test equipment used to provide measured load for previously existing grandfathered units. For load with photo controls, if photo control is discovered to be malfunctioning, billing will be based on 24-hour continuous load until such time it has been demonstrated to the Company's satisfaction that the control has been made operable.
5. Auditing will be conducted at the Company's sole discretion. Customer will provide a complete and accurate inventory and other information as required in paragraph 4 and in Attachment A and Attachment B. Customer shall provide access to Equipment and provide assistance to the Company as necessary to complete the audit. The Company shall have the right to collect the costs of the additional field verification work that would otherwise not be incurred in serving metered facilities.
6. As provided for in the Company's Electric Rule 11, Section A.1, billing will continue until such time that Customer informs the Company with 2 days prior written notice to: a) terminate billing; and b) as a condition of this Agreement, to make proper notification for scheduling the Company to de-energize Customer's Equipment.
7. Only duly authorized employees or agents of the Company may connect Customer's electrical loads to, or disconnect the same from, the Company's electric distribution facilities.
8. Neither this Agreement nor conditions of electric service hereunder shall constitute permission or authorization for any use or occupation of the Company's facilities or facilities of any third party by Customer. It shall be sole responsibility and obligation of Customer to secure any rights or permission that may be necessary for the placement and use of Customer's Equipment on private property or within the public right of way.
9. Service furnished in accordance with this Agreement shall in all respects be subject to Company's applicable tariffs on file with the California Public Utilities Commission and shall at times be subject to such changes or modifications by the California Public Utilities Commission as said Commission may, from time to time, direct in the exercise of its jurisdiction.



# AGREEMENT FOR UNMETERED ELECTRICAL SERVICE

- 10. Customer's Equipment shall be installed, maintained and operated at all times in accordance with all applicable laws, rules and regulations by any governmental authority with jurisdiction, including Commission's General Order 95. Customer will inform the Company as to the state, county, or local government authority with jurisdiction to approve installation of facilities to be energized, obtain proper inspection clearance or other approvals as required, and provide evidence of clearance to the Company. Where no state, county or local government authority has jurisdiction over Customer's installation, Customer will inform the Company of that fact and will provide the Company with a letter from Customer's qualified electrical engineer or engineering consultant authorizing Company to energize service to Customer's Equipment and indicating compliance with Customer's design criteria.
- 11. This Agreement may be cancelled by either party on thirty (30) days prior written notice to the other party, which shall result in termination of service, unless: a) a subsequent executed superseding agreement governing the terms of unmetered service has gone into effect prior to the termination of this Agreement; or b) a meter has been installed and the service has been transferred to metered status.
- 12. The Company may, at a later date, require metering of new, existing, additional, rearranged or relocated equipment that would otherwise register on its metering devices with then available practical technology, and decline to provide or continue unmetered service.
- 13. Nothing in this Agreement shall preclude the Company from requesting authority from the California Public Utilities Commission to implement an electric tariff for unmetered service. If an unmetered electric service tariff is approved for the Company, it shall apply to Customer's installations under this Agreement.
- 14. If Customer acquires additional unmetered facilities through merger, purchase, or other forms of acquisition, all such acquired unmetered facilities shall become subject to this Agreement, and billing will be adjusted as required by this Agreement. Customer must provide the information necessary to complete new Attachment A(s), if such additional unmetered facilities have not previously been identified to the Company. If Customer is acquired by a third party, assignment of this Agreement shall be subject to the provisions of paragraph 20.
- 15. The Company is authorized to revise the form of Attachment A and Attachment B at its sole discretion and at any time require additional information from Customer for the purpose of this Agreement, including without limitation, accurate data concerning equipment, maintaining accurate records, and promoting accurate and efficient billing.
- 16. All notices required herein shall be given in writing and delivered personally, by United States Postal Service or other nationally recognized courier service to the appropriate address below. Addresses may be changed by the Company or Customer as business needs change.

Customer:	_____	Pacific Gas and Electric Company
Address:	_____	Billing Revenue & Records
	_____	P.O. Box 8329
	_____	Stockton, CA 95208
Attn:	_____	Attn. Unmetered Electric Usage
	_____	



# AGREEMENT FOR UNMETERED ELECTRICAL SERVICE

17. Customer's bill shall be mailed to the address listed below and in Attachment A.

Billing Name: \_\_\_\_\_

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

\_\_\_\_\_

Attn: \_\_\_\_\_

18. The waiver by either Party of any default in the performance, or failure to insist on strict performance, by the other or any covenant or condition contained herein shall not be construed to be a waiver of any preceding or subsequent default of the same or any other covenant contained herein.

19. Customer may, with the Company's written consent, assign this Agreement if the assignee agrees in writing to perform all of Customer's obligations hereunder. Such assignment will be deemed to include, unless otherwise specified therein, all of the Customer's rights to any refunds which might become due upon discontinuance of service contracted. Customer remains responsible for all obligations under this Agreement up to the effective date of the assignment. In lieu of an assignment, the Customer's successor in interest may retrofit the Equipment for metering under Company's existing tariffs.

**APPROVED:**

This agreement is effective when accepted and executed by PG&E.

_____	<b>PACIFIC GAS AND ELECTRIC COMPANY</b>
Customer/Company	_____
_____	_____
Authorized by (Print)	Authorized by (Print)
_____	_____
Signature	Signature
_____	_____
Title	Title
_____	_____
Date	Date



**Electric Sample Form No. 79-997**  
Interconnection Agreement for Net Energy Metering of Biogas Digester Generating Facilities (T)

**Please Refer to Attached  
Sample Form**

Advice Letter No: 4141-E  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



# INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF BIOGAS DIGESTER GENERATING FACILITIES

DISTRIBUTION:	REFERENCE:
<input type="checkbox"/> XXXX	_____
<input type="checkbox"/> _____	_____

This "Interconnection Agreement for Net Energy Metering of Qualifying Biogas Digester Generating Facilities" ("Agreement") is entered into by and between \_\_\_\_\_ ("Biogas Customer-Generator"), and Pacific Gas and Electric Company ("PG&E"), a California Corporation. Biogas Customer-Generator and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

## 1. SCOPE AND PURPOSE

This Agreement provides for Biogas Customer-Generator to interconnect and operate an Eligible Biogas Digester Electrical Generating Facility in parallel with PG&E's Distribution System to serve the electrical loads connected to the electric service account that PG&E uses to interconnect Biogas Customer-Generator's Generating Facility. Biogas Customer-Generator's Generating Facility is intended primarily to offset part or all of the Biogas Customer-Generator's own electrical requirements. Consistent with, and in order to effectuate, the provisions of Section 2827.9 of the California Public Utilities Code and Pacific Gas and Electric Company's electric rate Schedule NEMBIO ("NEMBIO"), Parties enter into this Agreement. This Agreement applies to the Biogas Customer-Generator's Generating Facilities identified below with the specified characteristics and generating capacity, and does not allow interconnection or operation of facilities different than those described.

## 2. SUMMARY AND DESCRIPTION OF BIOGAS CUSTOMER-GENERATOR'S GENERATING FACILITY AND DESIGNATION OF OTHERWISE-APPLICABLE-RATE SCHEDULE.

2.1 A description of the Generating Facility, including a summary of its significant components and a single-line diagram showing the general arrangement of how Biogas Customer-Generator's Eligible Biogas Digester Electrical Generating Facility and loads are interconnected with PG&E's Distribution System, are attached to, and made a part of this Agreement. (This description is supplied by Biogas Customer-Generator as Appendix A).

2.2 Generating Facility identification number: \_\_\_\_\_ (Assigned by PG&E)

2.3 Biogas Customer-Generator's electric service account number: \_\_\_\_\_ (Assigned by PG&E)

2.4 Name and address used by PG&E to locate the electric service account used to interconnect the Eligible Biogas Digester Electrical Generating Facility with PG&E's Distribution System:

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

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

City/Zip Code: \_\_\_\_\_

## **INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF BIOGAS DIGESTER GENERATING FACILITIES**

- 2.5 The Gross Nameplate Rating of the Generating Facility is: \_\_\_\_\_ kW.
- 2.6 The Net Nameplate Rating of the Generating Facility is \_\_\_\_\_ kW.
- 2.7 The expected annual energy production of the Generating Facility is \_\_\_\_\_ kWh.
- 2.8 The Generating Facility's expected date of Initial Operation is \_\_\_\_\_.  
The expected date of Initial Operation shall be within two years of the date of this Agreement.
- 2.9 Biogas Customer-Generator's otherwise-applicable-rate schedule as of the execution of this Agreement is \_\_\_\_\_.

### **3. DOCUMENTS INCLUDED; DEFINED TERMS**

- 3.1 This Agreement includes the following exhibits which are specifically incorporated herein and made a part of this Agreement.

Appendix A Description of Generating Facility and Single-Line Diagram (Supplied by Biogas Customer-Generator)

Appendix B A Copy of PG&E's Agreement for Installation of Allocation of Special Facilities for Parallel Operation of Nonutility-Owned Generation and/or Electrical Standby Service (Form 79-280) ("Special Facility Agreement"), if applicable, (Formed by the Parties).

Appendix C List of qualifying accounts eligible for aggregation under Special Condition 2 of Schedule NEMBIO (if applicable).

In addition PG&E Electric Tariff Rules and Rates, including but not limited to Electric Rules 2, 14, 15, 16, and 21, Schedule NEMBIO, and Biogas Customer-Generator's otherwise applicable rate schedule, available at PG&E's web-site at [www.pge.com](http://www.pge.com), or by request, are specifically incorporated herein and made part of this Agreement.

- 3.2 When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement, or in PG&E's Rule 21, Section H, or in Schedule NEMBIO.

### **4. CUSTOMER BILLING AND PAYMENT OPTIONS**

Biogas Customer-Generator initially selects Pacific Gas and Electric Company's electric rate schedule referenced in Section 2.9 of this Agreement as its otherwise-applicable rate schedule. Biogas Customer-Generator understands that they will be billed according to Schedule NEMBIO.

As provided under Special Condition 2 of Schedule NEMBIO, dairy operations may aggregate the electric load of other qualifying accounts. Exhibit C of this Agreement lists all accounts that qualify for this provision. Exhibit C may be modified from time to time by mutual consent of the Parties. Biogas Customer-Generator must provide PG&E with at least 60 days Notice pursuant to Section 11 of this Agreement, of proposed changes to Exhibit C.

## **INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF BIOGAS DIGESTER GENERATING FACILITIES**

### **5. TERM AND TERMINATION**

- 5.1 This Agreement shall become effective as of the last date entered in Section 18, below, which shall be no later than 12/31/06. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:
- (a) The Parties agree in writing to terminate the Agreement.
  - (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service account through which Biogas Customer-Generator's Generating Facility is interconnected to PG&E's Distribution System is closed or terminated.
  - (c) At 12:01 A.M. on the 61st day after Biogas Customer-Generator or PG&E provides written Notice pursuant to Section 11 below to the other Party of Biogas Customer-Generator's or PG&E's intent to terminate this Agreement.
- 5.2 Biogas Customer-Generator may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for one or more of the following reasons:
- (a) A change in applicable rules, tariffs, and regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,
  - (b) Biogas Customer-Generator fails to take all corrective actions specified in PG&E's Notice that Biogas Customer-Generator's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
  - (c) Biogas Customer-Generator fails to interconnect and operate the Generating Facility per the terms of this Agreement prior to January 1, 2007; or,
  - (d) Biogas Customer-Generator abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is non-operational and Biogas Customer-Generator does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Biogas Customer-Generator's apparent abandonment of the Generating Facility affirming Biogas Customer-Generator's intent and ability to continue to operate the Generating Facility; or,
  - (e) Biogas Customer-Generators facility ceases to meet all applicable safety and performance standards set out in Section 6.
- 5.3 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.

## **INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF BIOGAS DIGESTER GENERATING FACILITIES**

- 5.4 Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

### **6. GENERATING FACILITY REQUIREMENTS:**

- 6.1 Biogas Customer-Generator's generator must meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable rules of the Public Utilities Commission regarding safety and reliability.
- 6.2 Biogas Customer-Generator shall: (a) maintain the Facility and Interconnection Facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Section 6.1, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Facility and interconnection facilities. Biogas Customer-Generator shall reimburse Pacific Gas and Electric Company for any and all losses, damages, claims, penalties, or liability it incurs as a result of Biogas Customer-Generator's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Biogas Customer-Generator's Facility.
- 6.3 Biogas Customer-Generator shall not commence parallel operation of the Facility until Pacific Gas and Electric Company has provided written approval to the Biogas Customer-Generator to do so. No such approval shall be provided until at least ten (10) working days following the utility's receipt of the inspection clearance of the governmental authority having jurisdiction. Such approval shall not be unreasonably withheld. Pacific Gas and Electric Company shall have the right to have representatives present at the initial testing of Biogas Customer-Generator's protective apparatus. Biogas Customer-Generator shall notify the utility five (5) working days prior to the initial testing.
- 6.4 The Biogas Customer-Generator warrants that they are the recipient of local, state, or federal funds; or they self-finance pilot projects designed to encourage the development of eligible biogas digester electrical generating facilities.

### **7. INTERCONNECTION FACILITIES**

- 7.1 Biogas Customer-Generator and/or PG&E, as appropriate, shall provide Interconnection Facilities that adequately protect PG&E's Distribution System, personnel, and other persons from damage or injury, which may be caused by the operation of Biogas Customer-Generator's Generating Facility.
- 7.2 Biogas Customer-Generator shall be solely responsible for the costs, design, purchase, construction, operation, and maintenance of the Interconnection Facilities that Biogas Customer-Generator owns.
- 7.3 If the provisions of PG&E's Electric Rule 21, or any other tariff or rule approved by the Commission, requires PG&E to own and operate a portion of the Interconnection Facilities, Biogas Customer-Generator and PG&E shall promptly execute an Special

# INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF BIOGAS DIGESTER GENERATING FACILITIES

Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix B.

## 8. LIMITATION OF LIABILITY

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's 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. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

## 9. INSURANCE

9.1 In connection with Customer-Generator's performance of its duties and obligations under this Agreement, Customer-Generator shall maintain, during the term of this Agreement, general liability insurance with a combined single limit of not less than:

- (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than one hundred (100) kW;
- (b) One million dollars (\$1,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than twenty (20) kW and less than or equal to one-hundred (100) kW; and
- (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is twenty (20) kW or less.
- (d) Two hundred thousand dollars (\$200,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is ten (10) kW or less and Producer's Generating Facility is connected to an account receiving residential service from PG&E.

Such insurance shall include coverage for "Premises-Operations, Owners and Contractors Protective, Products/Completed Operations Hazard, Explosion, Collapse, Underground, Contractual Liability, and Broad Form Property Damage including Completed Operations."

9.2 The general liability insurance required in this Section shall, by endorsement to the policy or policies, (a) include PG&E as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that PG&E shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide for thirty (30) calendar days' written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.

9.3 If Biogas Customer-Generator's Generating Facility is connected to an account

## **INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF BIOGAS DIGESTER GENERATING FACILITIES**

receiving residential service from PG&E and the requirement of Section 9.2(a) prevents Biogas Customer-Generator from obtaining the insurance required in this Section, then upon Biogas Customer-Generator's written Notice to PG&E in accordance with Section 11.1, the requirements of Section 9.2(a) shall be waived.

- 9.4 Evidence of the insurance required in Section 9.2 shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.
- 9.5 Biogas Customer-Generator agrees to furnish the required certificates and endorsements to PG&E prior to Initial Operation. PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.
- 9.6 If Biogas Customer-Generator is self-insured with an established record of self-insurance, Biogas Customer-Generator may comply with the following in lieu of Section 9.2:
- (a) Biogas Customer-Generator shall provide to, PG&E, at least thirty (30) calendar days prior to the date of Initial Operation, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required under Section 9.1.
  - (b) If Biogas Customer-Generator ceases to self-insure to the level required hereunder, or if Biogas Customer-Generator is unable to provide continuing evidence of Biogas Customer-Generator's ability to self-insure, Biogas Customer-Generator agrees to immediately obtain the coverage required under Section 9.1.
- 9.7 All insurance certificates, statements of self insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to the following:

Pacific Gas and Electric Company  
Attn: Manager, Generation Interconnection Services.  
PO Box 770000  
Mail Code B13J  
San Francisco, California 94177

### **10. INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE PROVISIONS**

- 10.1 If Biogas Customer-Generator fails to comply with the insurance provisions of this Agreement, Biogas Customer-Generator shall, at its own cost, defend, save harmless and indemnify Pacific Gas and Electric Company, its directors, officers, employees, agents, assignees, and successors in interest from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including attorney's fees and other costs of litigation) resulting from the death or injury to any person or damage to any property, including the personnel and property of the utility, to the extent that the utility would have been protected had Biogas Customer-Generator complied with all such insurance provisions. The inclusion of

## **INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF BIOGAS DIGESTER GENERATING FACILITIES**

this Section 10.1 is not intended to create any expressed or implied right in Biogas Customer-Generator to elect not to provide any such required insurance.

- 10.2 The provisions of this Section 10 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

### **11. NOTICES**

- 11.1 Any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:

If to PG&E: Pacific Gas and Electric Company  
Attention: Business Customer Services  
P.O. Box 770000  
Mail Code B8C  
San Francisco, California 94177  
Phone: (800) 468-4743  
**FAX:** (415) 972-5309

If to Biogas Customer-Generator:

Biogas Customer-Generator Name: \_\_\_\_\_

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

City: \_\_\_\_\_

Phone: (     ) \_\_\_\_\_

FAX: (     ) \_\_\_\_\_

- 11.2 A Party may change its address for Notices at any time by providing the other Party notice of the change in accordance with Section 11.1.
- 11.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

### **12. REVIEW OF RECORDS AND DATA**

- 12.1 PG&E shall have the right to review and obtain copies of Biogas Customer-Generator's operations and maintenance records, logs, or other information such as, Generation Unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Biogas Customer-Generator's Generating Facility or its interconnection with PG&E's Distribution System.
- 12.2 Biogas Customer-Generator authorizes to release to the California Energy

## **INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF BIOGAS DIGESTER GENERATING FACILITIES**

Commission (CEC) information regarding Biogas Customer-Generator's facility, including customer name, location, size, and operational characteristics of the unit, as requested from time to time pursuant to the CEC's rules and regulations.

### **13. ASSIGNMENT**

Biogas Customer-Generator shall not voluntarily assign its rights nor delegate its duties under this Agreement without PG&E's written consent. Any assignment or delegation Biogas Customer-Generator makes without PG&E's written consent shall not be valid. PG&E shall not unreasonably withhold its consent to Biogas Customer-Generator's assignment of this Agreement.

### **14. NON-WAIVER**

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

### **15. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E's TARIFF SCHEDULES AND RULES**

- 15.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
- 15.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.
- 15.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by, PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.
- 15.4 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

### **16. AMENDMENT AND MODIFICATION**

This Agreement can only be amended or modified by a writing signed by both Parties.

### **17. ENTIRE AGREEMENT**

This Agreement, including any incorporated Tariff Schedules and rules, contains the entire



# INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF BIOGAS DIGESTER GENERATING FACILITIES

agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated tariff schedules and rules.

## 18. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

This agreement is effective when accepted and executed by PG&E.

### PACIFIC GAS AND ELECTRIC COMPANY

\_\_\_\_\_  
Biogas Customer Generator's Name

\_\_\_\_\_  
Authorized by (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized by (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**APPENDIX A**  
**DESCRIPTION OF GENERATING FACILITY  
AND SINGLE-LINE DIAGRAM,  
(Provided by Biogas Customer-Generator)**

**APPENDIX B  
(If Applicable)**

**RULE 21 “SPECIAL FACILITIES” AGREEMENT  
(Formed between the Parties)**

**APPENDIX C  
(If Applicable)**

**LIST OF QUALIFYING ACCOUNTS ELIGIBLE FOR  
AGGREGATION UNDER SPECIAL CONDITION 2 OF  
SCHEDULE NEMBIO**



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF BIOGAS DIGESTER GENERATING FACILITIES

Customer Account No.

Address (Street, City, Zip Code)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Signature: (PG&E): \_\_\_\_\_ Date: \_\_\_\_\_

(Customer) \_\_\_\_\_ Date: \_\_\_\_\_

Date Completed:

Page \_\_\_ of \_\_\_



**Electric Sample Form No. 79-998**  
Renewable and Expanded Net Energy Metering (NEM) Supplemental Application

**Please Refer to Attached  
Sample Form**

Advice Letter No: 4141-E  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



# RENEWABLE AND EXPANDED NET ENERGY METERING (NEM) SUPPLEMENTAL APPLICATION

All Applicants for service on a Net Energy Metering rate schedule pursuant to Public Utilities Code Section 2827 who are required to complete a **GENERATING FACILITY INTERCONNECTION APPLICATION (Form 79-974)** must also complete this form. Please answer the questions below. Use additional sheets, if necessary.

A	<p>What are the specifications for the single disconnect switch that will be used at this Generating Facility?</p> <p>Note: The disconnect switch must be installed in a readily accessible location normally within ten (10) feet of the service panel and in a location where PG&amp;E can operate the switch.</p>	<p>Disconnect Switch Manufacturer _____</p> <p>Disconnect Switch Model Number _____</p> <p>Disconnect Switch Rating _____ Amps</p>															
	<p>Can PG&amp;E readily access the <u>disconnect switch</u> for this Generating Facility year-round?</p>	<p>Yes _____</p> <p>No _____</p> <p>_____</p> <p>_____</p> <p style="text-align: center;">(Please explain why)</p>															
B	<p>What is the otherwise-applicable rate schedule that you are requesting under PG&amp;E's Net Energy Metering tariff?</p>	<p>PG&amp;E Otherwise-Applicable Rate Schedule _____</p>															
C	<p>What is the power source of the Generating Facility?</p>	<p style="text-align: center;">Circle all that apply:</p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 33%;">biomass</td> <td style="width: 33%;">geothermal</td> <td style="width: 33%;">municipal solid waste</td> </tr> <tr> <td>solar thermal</td> <td>fuel cell</td> <td>landfill gas</td> </tr> <tr> <td>photovoltaic</td> <td>small hydroelectric generation</td> <td>ocean wave</td> </tr> <tr> <td>wind</td> <td>digester gas</td> <td>ocean thermal</td> </tr> <tr> <td>tidal current</td> <td></td> <td></td> </tr> </table>	biomass	geothermal	municipal solid waste	solar thermal	fuel cell	landfill gas	photovoltaic	small hydroelectric generation	ocean wave	wind	digester gas	ocean thermal	tidal current		
biomass	geothermal	municipal solid waste															
solar thermal	fuel cell	landfill gas															
photovoltaic	small hydroelectric generation	ocean wave															
wind	digester gas	ocean thermal															
tidal current																	



# RENEWABLE AND EXPANDED NET ENERGY METERING (NEM) SUPPLEMENTAL APPLICATION

D	When did/will you have all permits required to commence construction of the Generating Facility, and when will construction be completed?	Date permitted to commence construction _____  Date construction completed _____
E	Can PG&E readily access the Customer's service panel to read the PG&E meter year-round?	Yes _____ No _____  _____ _____ (Please explain why)
F	How many Customer-owned locked gates will PG&E need to pass through to access the PG&E meter and disconnect switch?	Number of locked gates _____
G	Will PG&E need access to any planks or platforms, or need to cross over/under any hot-wire fences to access the disconnect switch or access the meter?	Yes _____ _____ (Please explain why)  No _____
H	Does Customer receives 3 phase service from PG&E:  a) What Voltage is this service?  b) Is the service 3 wires (ungrounded) or 4 wires?	Yes _____ (Please answer a and b below) No _____ (Please do <b>not</b> answer a and b below)  <div style="text-align: right;">           240 V _____            480 V _____            Other Voltage _____         </div> <div style="text-align: right;">           3 wires _____            4 wires _____         </div>
I	If the Generating Facility will be associated with an Agricultural rate schedule per Question B, what is the total horsepower of the agricultural pump(s)?	If applicable,  Horsepower (hp) _____



**Electric Sample Form No. 79-999**  
Agreement for Limited Optional Remote Metering Service

Sheet 1

Advice Letter No: 4141-E  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



# AGREEMENT FOR LIMITED OPTIONAL REMOTE METERING SERVICE

DISTRIBUTION:

- CUSTOMER (Original)
- AREA OFFICE (Original)
- CUSTOMER BILLING
- CAPITAL ACCOUNTING
- CRT METERING

REFERENCE:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

This AGREEMENT FOR LIMITED OPTIONAL REMOTE METERING SERVICE (Agreement) is made by **PACIFIC GAS AND ELECTRIC COMPANY**, a California corporation, (PG&E) and \_\_\_\_\_ (Customer) (individually "Party" and jointly "Parties").

The installation of PG&E's meters under this Agreement is pursuant to PG&E's electric tariff rules and rate schedules, of which this Agreement is a part. Customer agrees to abide by the requirements of PG&E's rules and rate schedules including the following terms and conditions.

1. At the request of Customer, PG&E hereby agrees, as an accommodation, to install at Customer's expense within a reasonable period of time, a PG&E-owned interval meter. PG&E will remove any existing meter.
2. If required, Customer is responsible for the installation of a wired telephone line that terminates within three (3) feet of the Customer's meter panel and terminates within eighteen (18) inches to seventy-two (72) inches above grade. Customer is also responsible for any maintenance and repair of the telephone line. The telephone line installation must be completed and the telephone line must be operational before PG&E will perform any meter installation work. For a situation in which it is not feasible for the telephone company to install a wired telephone line, PG&E may, at Customer's request and expense, arrange for a cellular telemetry system to be installed and activated.
  - a. Customer is responsible for the on-going phone service charges.
  - b. Operation and maintenance of telecommunications lines shall be Customer's sole responsibility.
3. PG&E will perform all metering and meter programming work. This includes all maintenance, repair, or any meter related work.
4. PG&E will bill Customer in advance of the meter installation work, its estimated cost for all costs associated with the meter installation, including labor, materials, shipping and administration costs. Customer agrees to pay an ownership cost, as specified in PG&E's Electric Rule 2, and any applicable Income Tax Component of Contribution (ITCC) at the rate set forth in PG&E's electric Preliminary Statement Part J. The Customer charges will be shown on Exhibit A – Cost Summary, to this Agreement. Revocation or termination of the Agreement in whole or in part shall not relieve Customer of any obligation: (a) to pay charges incurred prior to such revocation, nor (b) to indemnify PG&E as provided in Section 12 herein.
5. PG&E will begin the meter installation work when both parties have signed the Agreement and PG&E has received payment from the Customer.

## AGREEMENT FOR LIMITED OPTIONAL REMOTE METERING SERVICE

6. PG&E will perform all meter reading services that are necessary to prepare the customer's monthly energy bill. PG&E will use its normal business practices to perform the meter reading services.
7. PG&E shall make a reasonable attempt to provide the services described in this Agreement in a timely and expeditious manner. However, PG&E shall not be responsible for any delay in completion of its work resulting from any cause or condition beyond the control of PG&E. PG&E shall have the right to allocate material or labor resources to the construction or maintenance projects that it deems, in its sole discretion, most important to serve the needs of all of its customers. Any delay in service work for the Customer hereunder resulting from such allocation or reallocation of PG&E's resources shall be deemed to be beyond PG&E's control.
8. PG&E shall at all times during this Agreement continue to own, operate, maintain, read and replace the PG&E meter, and carry out all other activities lawfully permitted or required under PG&E's tariffs, rules, CPUC regulations and requirements, and PG&E's business practices. Such activities shall include, but not be limited to, investigations of tampering or suspected energy theft and actions taken during emergencies or in the normal course of business. Customer acknowledges that such activities by PG&E may affect the ability of PG&E to obtain interval meter data. Customer agrees that PG&E shall not be liable for any harm, detriment, or damage of any kind to Customer, or any other third party resulting from PG&E being unable to access the interval meter data.
9. Regardless of the manner in which the PG&E meter shall be attached to property owned by, or under lease to Customer, the PG&E meter shall remain the property of PG&E and title shall remain in PG&E. Customer's use of the PG&E meter shall not ripen into any title, or right in and to the PG&E meter, and Customer shall not make any claim of right or title, nor resist or assail PG&E's title, to the PG&E meter based on this Agreement or Customer's use hereunder. Customer shall not permit any judgment or lien against it to encumber the PG&E meter and shall give PG&E immediate notice of any attempt to place a lien on PG&E meter by any third person or party.
10. This Agreement in no way precludes PG&E from exercising its rights to enter and leave customer's premises for any purpose connected with the furnishing of electric service (including, but not limited to, meter reading, inspection, testing, routine repairs, replacement, maintenance, and emergency work).
11. Customer shall not assign this Agreement to, nor permit the use of the PG&E meter by, any third party without obtaining the prior express written consent of PG&E.
12. 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

## AGREEMENT FOR LIMITED OPTIONAL REMOTE METERING SERVICE

liability, except in the event of an action covered by the Indemnification provisions of Section 13 of this Agreement, in which event this Section 12 shall not be applicable.

13. Customer shall indemnify, defend and hold harmless PG&E, its officers, directors, agents, and employees, from and against all claims, demands, losses, damages, costs, expenses, and legal liability connected with or resulting from injury to or death of persons, including but not limited to employees of PG&E, Customer, or either Party's contractors or subcontractors; injury to property of PG&E, Customer, or any third party, or to natural resources, or violation of any local, state or federal law or regulation, including but not limited to environmental laws or regulations, or strict liability imposed by any law or regulation; arising out of, related to, or in any way connected with Customer's performance of this Agreement, however caused, regardless of any strict liability or negligence of PG&E, whether active or passive, excepting only such claims, demands, losses, damages, costs, expenses, liability or violation of law or regulation as may be caused by the active negligence or willful misconduct of PG&E, its officers, agents, or employees. Customer acknowledges that any claims, demands, losses, damages, costs, expenses, and legal liability that arise out of, result from, or are in any way connected with the release or spill of any legally designated hazardous material or waste as a result of the work performed under this Agreement are expressly within the scope of this indemnity, and that the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial work, penalties, and fines arising from the violation of any local, state, or federal law or regulation, attorney's fees, disbursements, and other response costs are expressly within the scope of this indemnity. Customer shall, on PG&E's request, defend any action, claim or suit asserting a claim covered by this indemnity. Customer shall pay all costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorney's fees.
14. The waiver by either party of any default in performance, or the failure to insist on strict performance, by the other of any covenant or duty herein shall not be construed as a waiver of any preceding or subsequent defaults of the same or other covenant or duty.
15. Each provision in this Agreement shall be considered separate and severable from every other provision herein; if any provision shall be held to be invalid by a court or regulatory or administrative body having jurisdiction, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties. In any event, the remaining provisions shall remain in effect and shall in no way be impaired thereby.
16. 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. This Agreement shall at all times be subject to such changes and modifications by the California Public Utilities Commission as said Commission may direct, from time to time, in the exercise of its jurisdiction. Where the terms of this Agreement conflict with PG&E's filed tariffs or rules, PG&E's filed tariffs and rules govern. Except for matters and disputes with respect to which the Commission



# AGREEMENT FOR LIMITED OPTIONAL REMOTE METERING SERVICE

is the sole 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.

- 17. If any monetary payment under this Agreement is not received by PG&E when due, such payment shall bear interest from the due date until received by PG&E at the lesser of (a) the rate set forth in PG&E's Electric Rule 7 section (c), or (b) the maximum rate permitted by law. Any change in said interest rate shall become effective on the same date on which a change in PG&E's Electric Rule 7 section (c) becomes effective.
- 18. This Agreement contains the entire agreement of the parties and cannot be modified or amended in any respect except by a writing executed by PG&E and Customer.
- 19. Any notice to be given in connection with this Agreement shall be in writing and may be served by personal delivery or be sent by certified mail, or by reputable courier service that provides written evidence of delivery, addressed as specified below, or to such other address as requested by either party in writing, in the manner specified herein. Delivery by facsimile shall not be considered sufficient notice under this Agreement. Notice shall be effective upon actual receipt or upon refusal to accept delivery.
- 20. This Agreement may be terminated provided that each party agrees to use reasonable efforts to give the non-terminating party at least 30 days' prior notice of any such termination.

**IN WITNESS WHEREOF** the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

This agreement is effective when accepted and executed by PG&E.

Customer/Company	<b>PACIFIC GAS AND ELECTRIC COMPANY</b>
Authorized by (Print)	Authorized by (Print)
Signature	Signature
Title	Title
Date	Date

## LIST OF ATTACHMENTS

# AGREEMENT FOR LIMITED OPTIONAL REMOTE METERING SERVICE

## Exhibit A: Cost Summary

A. INSTALLATION COSTS	\$ _____
B. OWNERSHIP COST <sup>1</sup>	\$ _____
C. ITCC <sup>2</sup>	\$ _____
D. CUSTOMER PAYMENT	\$ _____

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<sup>1</sup> Cost of Ownership = (Installation Cost x P% x 12) x (PW) / 100, where P% is the monthly customer-financed cost of ownership percentages shown in electric Rule 2 and PW is the Present Worth factor.

<sup>2</sup> ITCC = Income Tax Component of Contribution (Currently \_\_\_\_\_% of the installation cost for electric).



**Electric Sample Form No. 79-1006**  
Transferred Municipal Departing Load Nonbypassable Charge Statement

**Please Refer to Attached  
Sample Form**

Advice Letter No: 4141-E  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



# TRANSFERRED MUNICIPAL DEPARTING LOAD NONBYPASSABLE CHARGE STATEMENT

Customer Name: \_\_\_\_\_

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

PG&E Electric Service ID number(s): \_\_\_\_\_

The customer identified above (Customer) has load that qualifies as Transferred Municipal Departing Load as defined in Pacific Gas and Electric Company's (PG&E's) Schedule E-TMDL. This Transferred Municipal Departing Load Nonbypassable Charge Statement contains: (1) Customer's reference period billing determinants (the "Reference Period Load Profile" or metered consumption data); (2) Customer's applicable rate schedule and service voltage; (3) a summary of applicable nonbypassable charge payment obligations.

Date notice received by PG&E, or in the case of no notice from Customer, date of departure:  
\_\_\_\_\_.

## (1) Consumer's Billing Determinants:

The customer's Reference Period Load Profile will be based upon the lower of the following two options: (1) the customer's demand and energy usage over the 12 month period prior to the customer's submission of notice that it will depart or reduce its load; or (2) the customer's average 12 month demand and energy usage, with such average to be as measured over the prior 36 months of usage.

### Customer's Reference Period Load Profile

- A. Customer's demand and energy usage over the 12 month period prior to the customer's submission of notice that it will depart or reduce its load
- B. Customer's average 12 month demand and energy usage, with such average to be measured over the prior 36 months of usage prior to the customer's submission of notice that it will depart or reduce its load

### Substitution of Metered data

- C. Customer has chosen to provide metered consumption data on a prospective basis



# TRANSFERRED MUNICIPAL DEPARTING LOAD NONBYPASSABLE CHARGE STATEMENT

(2) Applicable PG&E electric rate schedule and service voltage level: \_\_\_\_\_

(3) Payment obligations related to applicable nonbypassable charges:

Nuclear Decommissioning Charge (ND):	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Trust Transfer Amount Charge (TTA):	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
<b>Cost Responsibility Surcharge:</b>				
Regulatory Asset Charge (RA):	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Energy Cost Recovery Amount (ECRA):	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Competition Transition Charge (CTC):	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
DWR Bond Charge:	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
DWR Power Charge:	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Power Charge Indifference Adjustment	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

PG&E Title: \_\_\_\_\_

Phone : \_\_\_\_\_

Dated: \_\_\_\_\_



**Electric Sample Form No. 79-1007**

Request to Install or Energize Street Light Schedules: LS-1, LS-2 and OL-1.  
Energy Billing Information for Initial and Subsequent Installations.

(T)  
(T)

**Please Refer to Attached  
Sample Form**

Advice Letter No: 4141-E  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



**REQUEST TO INSTALL or ENERGIZE STREET LIGHT SCHEDULES: LS-1, LS-2 and OL-1. ENERGY BILLING INFORMATION FOR INITIAL AND SUBSEQUENT INSTALLATIONS.\***

Customer: \_\_\_\_\_  
 The undersigned request the following **LS2** lamps be **ENERGIZED** (map and locations attached)\_\_\_\_\_. **Or LS-1, OL-1 Installed New**\_\_\_\_\_,  
 Cobra Head style: Flat lens \_\_\_\_\_, Tear Drop\_\_\_\_\_. Post-Top Style: *Colonial*\_\_\_\_\_, *Acorn*\_\_\_\_\_, *Other*\_\_\_\_\_ Lighting pattern: *TypeIII*\_\_\_\_\_, *TypeV*\_\_\_\_\_  
 Customer Account No. \_\_\_\_\_, Other unique Customer identification (Caltrans CTID, etc.)\_\_\_\_\_

**Customer warrants LS-2 facilities have been inspected and authorizes PG&E to energize facilities. Initial** \_\_\_\_\_

<b>RATE/CLASS</b>	<b>LAMP TYPE</b>	<b>QUANTITY</b>	<b>LUMENS &amp; WATTS</b>	<b>VOLTS</b>	<b>BURNING TIME HRS AN = 11hrs</b>	<b>LAMP / POLE NUMBER</b>	<b>SERVICE POINT # PG&amp;E assigned</b>	<b>DATE ENERGIZED/ INSTALL</b>
LS2 class A	HPSV	24	9500/100	120/240	12	1234-1258		mo./day/yr.

Billing begins on date PG&E energizes facilities or the date customer energizes facilities on customer owned circuits.

Make additional copies of this sheet as necessary.

Form meets notification requirements of Electric Rules 3 and 11.

**Attach one signed copy to the top of multiple sheets. Number each sheet. SHEET \_\_\_\_\_ of \_\_\_\_\_ SHEETS**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Print Name \_\_\_\_\_, Signature \_\_\_\_\_



**Electric Sample Form No. 79-1008**

Request to De-energize or Remove Street Light Schedules: LS-1, LS-2 and OL-1  
 Energy Billing Information

(T)  
 (T)

**Please Refer to Attached  
 Sample Form**

Advice Letter No: 4141-E  
 Decision No. 11-05-018

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

Date Filed November 15, 2012  
 Effective November 15, 2012  
 Resolution No. \_\_\_\_\_





**Electric Sample Form No. 79-1010**  
Interconnection Agreement for Net Energy Metering of Fuel Cell Generating  
Facilities

**Please Refer to Attached  
Sample Form**

Advice Letter No: 4141-E  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



# INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF FUEL CELL GENERATING FACILITIES

DISTRIBUTION:

REFERENCE:

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

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This "Interconnection Agreement for Net Energy Metering of Fuel Cell Generating Facilities" ("Agreement") is entered into by and between \_\_\_\_\_ ("Fuel Cell Customer-Generator"), and Pacific Gas and Electric Company ("PG&E"), a California Corporation. Fuel Cell Customer-Generator and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

## 1. SCOPE AND PURPOSE

This Agreement provides for Fuel Cell Customer-Generator to interconnect and operate an Eligible Fuel Cell Electrical Generating Facility in parallel with PG&E's Distribution System to serve the electrical loads connected to the electric service account that PG&E uses to interconnect Fuel Cell Customer-Generator's Generating Facility. Fuel Cell Customer-Generator's Generating Facility is intended primarily to offset part or all of the Fuel Cell Customer-Generator's own electrical requirements. Consistent with, and in order to effectuate, the provisions of Section 2827.10 of the California Public Utilities Code and PG&E's electric rate Schedule NEMFC ("NEMFC"), Parties enter into this Agreement. This Agreement applies to the Fuel Cell Customer-Generator's Generating Facilities identified below with the specified characteristics and generating capacity, and does not allow interconnection or operation of facilities different than those described.

## 2. SUMMARY AND DESCRIPTION OF FUEL CELL CUSTOMER-GENERATOR'S GENERATING FACILITY AND DESIGNATION OF OTHERWISE-APPLICABLE-RATE SCHEDULE.

2.1 A description of the Generating Facility, including a summary of its significant components and a single-line diagram showing the general arrangement of how Fuel Cell Customer-Generator's Eligible Fuel Cell Electrical Generating Facility and loads are interconnected with PG&E's Distribution System, are attached to, and made a part of this Agreement. (This description is supplied by Fuel Cell Customer-Generator as Appendix A).

2.2 Generating Facility identification number: \_\_\_\_\_ (Assigned by PG&E).

2.3 Fuel Cell Customer-Generator's electric service account number: \_\_\_\_\_ (Assigned by PG&E).

2.4 Name and address used by PG&E to locate the electric service account used to interconnect the Eligible Fuel Cell Electrical Generating Facility with PG&E's Distribution System:

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

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

City/Zip Code: \_\_\_\_\_

2.5 The Gross Nameplate Rating of the Generating Facility is: \_\_\_\_\_ kW.

2.6 The Net Nameplate Rating of the Generating Facility is \_\_\_\_\_ kW.

# INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF QUALIFYING FUEL CELL GENERATING FACILITIES

- 2.7 The expected annual energy production of the Generating Facility is \_\_\_\_\_ kWh.
- 2.8 The Generating Facility's expected date of Initial Operation is \_\_\_\_\_. The expected date of Initial Operation shall be within two years of the date of this Agreement.
- 2.9 Fuel Cell Customer-Generator's otherwise-applicable-rate schedule as of the execution of this Agreement is \_\_\_\_\_.

### 3. DOCUMENTS INCLUDED; DEFINED TERMS

- 3.1 This Agreement includes the following exhibits that are specifically incorporated herein and made a part of this Agreement.

Appendix A Description of Generating Facility and Single-Line Diagram (Supplied by Fuel Cell Customer-Generator)

Appendix B A Copy of PG&E's Agreement for Installation of Allocation of Special Facilities for Parallel Operation of Nonutility-Owned Generation and/or Electrical Standby Service (Form 79-280) ("Special Facility Agreement"), if applicable, (Formed by the Parties).

Appendix C Fuel Cell Customer-Generator's warranty that it meets the Requirements of an Eligible Fuel Cell Customer-Generator.

In addition PG&E Electric Tariff Rules and Rates, including but not limited to Electric Rules 2, 14, 15, 16, and 21, Schedule NEMFC and Fuel Cell Customer-Generator's otherwise applicable rate schedule, available at PG&E's web-site at [www.pge.com](http://www.pge.com), or by request, are specifically incorporated herein and made part of this Agreement.

- 3.2 When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement, or in PG&E's Rule 21, Section C, or in Schedule NEMFC.

### 4. CUSTOMER BILLING AND PAYMENT OPTIONS

Fuel Cell Customer-Generator initially selects PG&E's electric rate schedule referenced in Section 2.9 of this Agreement as its otherwise-applicable rate schedule. Fuel Cell Customer-Generator understands that they will be billed according to Schedule NEMFC.

### 5. TERM AND TERMINATION

- 5.1 This Agreement shall become effective as of the last date entered in Section 18, below, which shall be no later than December 31, 2013. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:
- (a) The Parties agree in writing to terminate the Agreement.
  - (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service account through which Fuel Cell Customer-Generator's Generating Facility is interconnected to PG&E's Distribution System is closed or terminated.

## INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF QUALIFYING FUEL CELL GENERATING FACILITIES

(c) At 12:01 A.M. on the 61<sup>st</sup> day after Fuel Cell Customer-Generator or PG&E provides written Notice pursuant to Section 11 below to the other Party of Fuel Cell Customer-Generator's or PG&E's intent to terminate this Agreement.

(d) The end of the operating life of the eligible fuel cell electrical generating facility.

5.2 Fuel Cell Customer-Generator may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for one or more of the following reasons:

(a) A change in applicable rules, tariffs, and regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,

(b) Fuel Cell Customer-Generator fails to take all corrective actions specified in PG&E's Notice that Fuel Cell Customer-Generator's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,

(c) Fuel Cell Customer-Generator fails to interconnect and operate the Generating Facility per the terms of this Agreement prior to January 1, 2014; or,

(d) Fuel Cell Customer-Generator abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is non-operational and Fuel Cell Customer-Generator does not provide a substantive response to PG&E's Notice of its intent to terminate this Agreement as a result of Fuel Cell Customer-Generator's apparent abandonment of the Generating Facility affirming Fuel Cell Customer-Generator's intent and ability to continue to operate the Generating Facility; or,

(e) Fuel Cell Customer-Generators facility ceases to meet all applicable safety and performance standards set out in Section 6.

5.3 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.

5.4 Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

### 6. GENERATING FACILITY REQUIREMENTS:

6.1 Fuel Cell Customer-Generator's generator must meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable rules of the Public Utilities Commission regarding safety and reliability.

6.2 Fuel Cell Customer-Generator shall: (a) maintain the Facility and Interconnection Facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Section 6.1, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Facility and interconnection facilities. Fuel Cell Customer-Generator shall reimburse PG&E for any

## **INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF QUALIFYING FUEL CELL GENERATING FACILITIES**

and all losses, damages, claims, penalties, or liability it incurs as a result of Fuel Cell Customer-Generator's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Fuel Cell Customer-Generator's Facility.

- 6.3 Fuel Cell Customer-Generator shall not commence parallel operation of the Facility until PG&E has provided written approval to the Fuel Cell Customer-Generator to do so. No such approval shall be provided until at least ten (10) working days following the utility's receipt of the inspection clearance of the governmental authority having jurisdiction. Such approval shall not be unreasonably withheld. PG&E shall have the right to have representatives present at the initial testing of Fuel Cell Customer-Generator's protective apparatus. Fuel Cell Customer-Generator shall notify the utility five (5) working days prior to the initial testing.
- 6.4 The Fuel Cell Customer-Generator warrants that they are the recipient of local, state, or federal funds; or they self-finance pilot projects designed to encourage the development of eligible Fuel Cell electrical generating facilities.
- 6.5 The Fuel Cell Customer-Generator warrants that pursuant to section 2827.10 (a)(2), of the California Public Utilities Code, it meets the definition of an "Eligible fuel cell electrical generating facility" and its facility includes the following:
  - (a) Integrated power plant systems containing a stack, tubular array, or other functionally similar configuration used to electrochemically convert fuel to electric energy.
  - (b) An inverter and fuel processing system where necessary.
  - (c) Other plant equipment, including heat recovery equipment, necessary to support the plant's operation or its energy conversion.

### **7. INTERCONNECTION FACILITIES**

- 7.1 Fuel Cell Customer-Generator and/or PG&E, as appropriate, shall provide Interconnection Facilities that adequately protect PG&E's Distribution System, personnel, and other persons from damage or injury, which may be caused by the operation of Fuel Cell Customer-Generator's Generating Facility.
- 7.2 Fuel Cell Customer-Generator shall be solely responsible for the costs, design, purchase, construction, operation, and maintenance of the Interconnection Facilities that Fuel Cell Customer-Generator owns.
- 7.3 If the provisions of PG&E's Electric Rule 21, or any other tariff or rule approved by the Commission, requires PG&E to own and operate a portion of the Interconnection Facilities, Fuel Cell Customer-Generator and PG&E shall promptly execute a Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix B.

### **8. LIMITATION OF LIABILITY**

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its

## INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF QUALIFYING FUEL CELL GENERATING FACILITIES

performance of this agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

### 9. INSURANCE

- 9.1 In connection with Customer-Generator's performance of its duties and obligations under this Agreement, Customer-Generator shall maintain, during the term of this Agreement, general liability insurance with a combined single limit of not less than:
- (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than one hundred (100) kW;
  - (b) One million dollars (\$1,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than twenty (20) kW and less than or equal to one-hundred (100) kW; and
  - (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is twenty (20) kW or less.
  - (d) Two hundred thousand dollars (\$200,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is ten (10) kW or less and Producer's Generating Facility is connected to an account receiving residential service from PG&E.
  - (e) Such insurance shall include coverage for "Premises-Operations, Owners and Contractors Protective, Products/Completed Operations Hazard, Explosion, Collapse, Underground, Contractual Liability, and Broad Form Property Damage including Completed Operations."
- 9.2 The general liability insurance required in this Section shall, by endorsement to the policy or policies, (a) include PG&E as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that PG&E shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide for thirty (30) calendar days' written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.
- 9.3 If Fuel Cell Customer-Generator's Generating Facility is connected to an account receiving residential service from PG&E and the requirement of Section 9.2(a) prevents Fuel Cell Customer-Generator from obtaining the insurance required in this Section, then upon Fuel Cell Customer-Generator's written Notice to PG&E in accordance with Section 11.1, the requirements of Section 9.2(a) shall be waived.
- 9.4 Evidence of the insurance required in Section 9.2 shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.
- 9.5 Fuel Cell Customer-Generator agrees to furnish the required certificates and endorsements to PG&E prior to Initial Operation. PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.
- 9.6 If Fuel Cell Customer-Generator is self-insured with an established record of self-insurance, Fuel Cell Customer-Generator may comply with the following in lieu of Section 9.2:

# INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF QUALIFYING FUEL CELL GENERATING FACILITIES

- (a) Fuel Cell Customer-Generator shall provide to, PG&E, at least thirty (30) calendar days prior to the date of Initial Operation, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required under Section 9.1.
- (b) If Fuel Cell Customer-Generator ceases to self-insure to the level required hereunder, or if Fuel Cell Customer-Generator is unable to provide continuing evidence of Fuel Cell Customer-Generator's ability to self-insure, Fuel Cell Customer-Generator agrees to immediately obtain the coverage required under Section 9.1.

9.7 All insurance certificates, statements of self insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to the following:

Pacific Gas and Electric Company  
Attn: Manager, Generation Interconnection Services.  
PO Box 770000  
Mail Code N7L  
San Francisco, California 94177

## 10. INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE PROVISIONS

- 10.1 If Fuel Cell Customer-Generator fails to comply with the insurance provisions of this Agreement, Fuel Cell Customer-Generator shall, at its own cost, defend, save harmless and indemnify PG&E, its directors, officers, employees, agents, assignees, and successors in interest from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including attorney's fees and other costs of litigation) resulting from the death or injury to any person or damage to any property, including the personnel and property of the utility, to the extent that the utility would have been protected had Fuel Cell Customer-Generator complied with all such insurance provisions. The inclusion of this Section 10.1 is not intended to create any expressed or implied right in Fuel Cell Customer-Generator to elect not to provide any such required insurance.
- 10.2 The provisions of this Section 10 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

## 11. NOTICES

- 11.1 Any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:

If to PG&E: Pacific Gas and Electric Company  
Attention: Business Customer Services  
P.O. Box 770000  
Mail Code B19H  
San Francisco, California 94177  
Phone: (800) 468-4743  
FAX: (415) 972-5309



# INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF QUALIFYING FUEL CELL GENERATING FACILITIES

If to Biogas Customer-Generator:

Biogas Customer-Generator Name: \_\_\_\_\_

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

City: \_\_\_\_\_

Phone: (      ) \_\_\_\_\_

FAX: (      ) \_\_\_\_\_

11.2 A Party may change its address for Notices at any time by providing the other Party notice of the change in accordance with Section 11.1.

11.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

## 12. REVIEW OF RECORDS AND DATA

12.1 PG&E shall have the right to review and obtain copies of Fuel Cell Customer-Generator's operations and maintenance records, logs, or other information such as, Generation Unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Fuel Cell Customer-Generator's Generating Facility or its interconnection with PG&E's Distribution System.

12.2 Fuel Cell Customer-Generator authorizes to release to the California Energy Commission (CEC) information regarding Fuel Cell Customer-Generator's facility, including customer name, location, size, and operational characteristics of the unit, as requested from time to time pursuant to the CEC's rules and regulations.

## 13. ASSIGNMENT

Fuel Cell Customer-Generator shall not voluntarily assign its rights nor delegate its duties under this Agreement without PG&E's written consent. Any assignment or delegation Fuel Cell Customer-Generator makes without PG&E's written consent shall not be valid. PG&E shall not unreasonably withhold its consent to Fuel Cell Customer-Generator's assignment of this Agreement.

## 14. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

## 15. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E's TARIFF SCHEDULES AND RULES

15.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.



# INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF QUALIFYING FUEL CELL GENERATING FACILITIES

- 15.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.
- 15.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by, PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.
- 15.4 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

## 16. AMENDMENT AND MODIFICATION

This Agreement can only be amended or modified by a writing signed by both Parties.

## 17. ENTIRE AGREEMENT

This Agreement, including any incorporated Tariff Schedules and rules, contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated tariff schedules and rules.

## 18. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

This agreement is effective when accepted and executed by PG&E.

### PACIFIC GAS AND ELECTRIC COMPANY

\_\_\_\_\_  
Fuel Cell Customer Generator's Name

\_\_\_\_\_  
Authorized by (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized by (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



# INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF FUEL CELL GENERATING FACILITIES

---

DISTRIBUTION:

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

REFERENCE:

---

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## APPENDIX A

DESCRIPTION OF GENERATING FACILITY  
AND SINGLE-LINE DIAGRAM,  
(Provided by Fuel Cell Customer-Generator)



# INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF QUALIFYING FUEL CELL GENERATING FACILITIES

## APPENDIX B (If Applicable)

### RULE 21 "SPECIAL FACILITIES" AGREEMENT (Formed between the Parties)



# INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF FUEL CELL GENERATING FACILITIES

DISTRIBUTION:

REFERENCE:

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## APPENDIX C

### FUEL CELL CUSTOMER-GENERATOR’S WARRANTY THAT IT MEETS THE REQUIREMENTS FOR AN ELIGIBLE FUEL CELL CUSTOMER-GENERATOR AND THE GENERATING FACILITY IS AN ELIGIBLE FUEL CELL ELECTRICAL GENERATING FACILITY PURSUANT TO SECTION 2827.10 OF THE CALIFORNIA PUBLIC UTILITIES CODE

Fuel Cell Customer-Generator has declared that it meets the requirements for an Eligible Fuel Cell customer-generator and the Generating Facility meets the requirements of an “Eligible Fuel Cell Electrical Generating Facility”, as defined section 2827.10 of the California Public Utilities Code. (“Eligibility Requirements”)

Fuel Cell Customer-Generator warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, Fuel Cell Customer-Generator and the Generating Facility shall continue to meet the Eligibility Requirements. If Fuel Cell Customer-Generator or the Generating Facility ceases to meet the Eligibility Requirements, Fuel Cell Customer-Generator shall promptly provide PG&E with Notice of such change pursuant to Section 11 of this Agreement. If at any time during the term of this Agreement PG&E determines, in its sole discretion, that Fuel Cell Customer-Generator or Generating Facility may no longer meet the Eligibility Requirements, PG&E may require Fuel Cell Customer-Generator to provide evidence, that Fuel Cell Customer-Generator and/or Generating Facility continues to meet the Eligibility Requirements, within 15 business days of PG&E’s request for such evidence. Additionally, PG&E may periodically (typically, once per year) inspect Producer’s Generating Facility and/or require documentation from Fuel Cell Customer-Generator to monitor the Generating Facility’s compliance with the Eligibility Requirements. If PG&E determines in its sole judgment that Fuel Cell Customer-Generator either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the Eligibility Requirements, then the Eligibility Status shall be deemed ineffective until such time as Fuel Cell Customer-Generator a gain demonstrates to PG&E’s reasonable satisfaction that Fuel Cell Customer-Generator meets the requirements for an Eligible Fuel Cell customer-generator and/or the Generating Facility meets the requirements for a Eligible Fuel Cell electrical generating facility (the “Eligibility Status Change”).

PG&E shall revise its records and the administration of this Agreement to reflect the Eligibility Status Change and provide Notice to Fuel Cell Customer-Generator of the Eligibility Status Change pursuant to Section 11 of this Agreement. Such Notice shall specify the effective date of the Eligibility Status Change. This date shall be the first day of the calendar year for which PG&E determines in its sole discretion that the Fuel Cell Customer-Generator and/or Generating Facility first ceased to meet the Eligibility Requirements. PG&E shall invoice the Fuel Cell Customer-Generator for any tariff charges that were not previously billed during the period between the effective date of the Eligibility Status Change and the date of the Notice in reliance upon Fuel Cell Customer-Generator’s representations that Fuel Cell Customer-Generator and/or Generating Facility complied with the Eligibility Requirements and therefore was eligible for the rate treatment available under the Net Energy Metering provisions of PG&E’s Schedule NEMFC, Net Energy Metering Service for NEMFC Customer-Generators.

Any amounts to be paid or refunded by Fuel Cell Customer-Generator, as may be invoiced by PG&E pursuant to the terms of this warranty, shall be paid to PG&E within 30 days of Fuel Cell Customer-Generator’s receipt of such invoice.

Fuel Cell Customer-Generator’s Initials \_\_\_\_\_



**Electric Sample Form No. 79-1011**  
Notice to Return to PG&E Bundled Service

**Please Refer to Attached  
Sample Form**

Advice Letter No: 4141-E  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_

# NOTICE TO RETURN TO PG&E BUNDLED SERVICE

(Customer: Please Retain a Copy for Your Records)

This form serves as my formal notice to return my electricity account(s) currently on Direct Access (DA) Service<sup>1</sup> or Community Choice Aggregation (CCA) Service<sup>2</sup> to Pacific Gas and Electric Company's (PG&E's) Bundled Portfolio Service.

With PG&E's Bundled Portfolio Service, PG&E provides your electric supply and provides other utility services such as the transmission and distribution of electricity, meter reading, billing, and maintenance and outage response services. With DA or CCA Service, your electricity is provided by a third-party energy supplier (other than PG&E), while PG&E continues to provide the other utility services mentioned above.

## I. Please choose one of the following two options:

- Bundled Portfolio Service – Six-Month Advance Notice Return** – Return the accounts listed in Section III to Bundled Portfolio Service under the “Six-Month Advance Notice Return” option. Under this option, the accounts remain on DA or CCA Service for the next six months. Each account will be switched to PG&E Bundled Portfolio Service and will be billed on the standard Bundled Portfolio Service rate applicable to the account(s) as of the account(s)' first meter read date after the six-month advance notice period. The accounts will then need to stay on Bundled Portfolio Service for a minimum of eighteen (18) months for returning DA customers as set forth in Electric Rule 22.1.B.1. (DA Service), or one (1) year for returning CCA Service customers as set forth in Electric Rule 23.L.3 (CCA Service).
- Bundled Portfolio Service – Immediate Return** – Return the accounts listed in Section III to PG&E service immediately. Under this option, the account will be placed on PG&E's “Transitional Bundled Commodity Cost” Rate Schedule as of the account(s)' next meter read date. The accounts will stay on this rate for six months, as set forth in Electric Rule 22.1.B.1. or Electric Rule 23.L.3. PG&E will transfer the listed accounts to Bundled Portfolio Service beginning on the account(s)' next meter read date after the six-month period. The accounts will then need to stay on Bundled Portfolio Service for a minimum of eighteen (18) months for returning DA customers as set forth in Electric Rule 22.1.B.1. (DA Service), or one (1) year for returning CCA Service customers as set forth in Electric Rule 23.L.3 (CCA Service). Customers on Bundled Portfolio Service pay the Bundled Portfolio Service rate applicable to their accounts.

## II. Important Provisions

- Once your Notice has been received by PG&E, you have the right to rescind (cancel) your requested action within three business days by contacting PG&E using any of the options referenced in Section V below.
- Once the three-business day rescission period has passed, your requested action cannot be changed.

<sup>1</sup> PG&E's Electric Rule 22.1 (Direct Access Service Switching Exemption Rules) includes the terms and conditions applicable to transferring to BPS from DA Service.

<sup>2</sup> PG&E's Electric Rule 23 (Community Choice Aggregation Service) includes the terms and conditions applicable to transferring to BPS from CCA Service.



# NOTICE TO RETURN TO PG&E BUNDLED SERVICE

## II. Important Provisions (cont.)

- You will have a minimum commitment period to PG&E Bundled Portfolio Service, as described in Section I above, during which switching back to DA or CCA service is not permitted.
- CCA customers are billed a one-time processing fee per account by PG&E.

## III. Accounts (Service ID Numbers) Included In This Notice

(If you don't know your Service ID Number(s) for electric service, please provide the Account Name and Service Address. Please list additional Service ID Numbers or account information on a separate sheet and attach it to this form.)

1. Service ID Number or Account Name and Service Address:

---

2. Service ID Number or Account Name and Service Address:

---

## IV. Customer Signature:

On Behalf Of:

---

(Customer Name)

By:

---

(Authorized Signature)

---

(Type or Print Name)

---

(Title)

---

(Date Signed)

---

(Daytime Telephone Number)

---

(E-Mail Address)

## V. PG&E Reply Information:

This Notice to Return to PG&E Bundled Service Form can be returned to PG&E by e-mail, United States Postal Service or fax.

**E-Mail Address:**

**Mailing Address:**

**Fax:**

DANOI@pge.com

Pacific Gas and Electric Company  
Attention: DAASU  
P.O. Box 8329  
Stockton, CA 95208

Pacific Gas and Electric Company  
Attention: DAASU  
(209) 476-7698



**Electric Sample Form No. 79-1014**  
Direct Access Customer Relocation/Replacement Declaration

**Please Refer to Attached  
Sample Form**

Advice Letter No: 4141-E  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



DIRECT ACCESS CUSTOMER RELOCATION/REPLACEMENT DECLARATION

1. Energy Service Provider (ESP) Declaration

I, \_\_\_\_\_, state as follows:

- 1. I am an officer of \_\_\_\_\_ (Name of ESP) ("ESP") authorized to make this declaration. I have personal knowledge of the matters set forth herein and if called upon as a witness could and would testify competently thereto.
2. Under provisions of the Agreement, the Customer has the right to receive direct access service from ESP for electric service loads located at the Current Location service address under the service accounts identified below and at the New Location. "Current Location" means one or more existing customer sites where the electric load of one or more customer accounts is currently being served under direct access, or is eligible for direct access service. "New Location" means either (1) the Current Location site or sites after the facilities have been refurbished, reconstructed or remodeled or (2) a different site or sites from the Current Location(s) which has been newly acquired or constructed by customer, at which the customer intends to accommodate all or part of the relocated business and operations from the Current Location(s). A New Location may not include bundled service accounts which have been in the customer's name for more than ninety (90) days.
3. All conditions of the Agreement necessary for a transfer of electric service from Customer's Current Location to New Location have been satisfied, including any necessary approvals by ESP.

I declare under penalty of perjury under the laws of the State Of California that the foregoing is true and correct. Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_ [City, State]

Signature: \_\_\_\_\_ Authorized Representative of ESP

Title: \_\_\_\_\_



DIRECT ACCESS CUSTOMER RELOCATION/REPLACEMENT DECLARATION

2. Customer Declaration

I, \_\_\_\_\_, state as follows:

- 1. I am an authorized representative of \_\_\_\_\_ ("Customer") and I am authorized to make this declaration.
2. I have personal knowledge of the matters set forth herein and if called upon as a witness could and would testify competently thereto.
3. Customer has entered into an agreement for direct access service (Agreement) with 1) the ESP as identified above, or 2) the following ESP, \_\_\_\_\_
4. Customer seeks to transfer its electric service from Current Location, as noted on the attached form, to New Location. This replacement or relocation is in the normal course of business. "Current Location" means one or more existing customer sites where the electric load of one or more customer accounts is currently being served under direct access. "New Location" means either (1) the Current Location site or sites after the facilities have been refurbished, reconstructed or remodeled or (2) a different site or sites from the Current Location(s) which has been newly acquired or constructed by customer, at which the customer intends to accommodate all or part of the relocated business and operations from the Current Location(s). A New Location may not include bundled service accounts which have been in the customer's name for more than ninety (90) days.
5. Customer warrants its total DA load as a result of the replacement or relocation does not exceed the load limitations provided in its contract for direct access service.
6. Customer agrees to maintain, and make available to the California Public Utilities Commission upon request, all records since at least September 20, 2001, associated with its electricity service and consumption at Current Location and New Location, including, but not limited to, the applicable meter and account numbers, and the associated direct access load.
7. If the New Location is at a different site from the Current Location, Customer agrees to (check one):
[ ] Close its service accounts at Current Location on \_\_\_\_\_ [Expected date].
[ ] Return its service accounts at Current Location to bundled service on \_\_\_\_\_ [Expected date].
[ ] Split the load on the service account(s) at Current Location as follows. (Identify service account(s) by PG&E service agreement number(s) in the space below.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



DIRECT ACCESS CUSTOMER RELOCATION/REPLACEMENT DECLARATION

2. Customer Declaration (Continued)

- 8. Customer understands that continuous direct access status pursuant to Ordering Paragraph 4 of CPUC Decision 02-11;022 (exemption from paying the DWR components of the DA Cost Responsibility Surcharge) will transfer to a relocation/replacement account only if each service account at the Current Location(s) being combined for the relocation/replacement service account qualifies as continuous direct access. If the customer elects to combine a number of service accounts that do not qualify as continuous direct access, then the relocation/replacement service account will not qualify as continuous direct access.

I declare under penalty of perjury under the laws of the State Of California that the foregoing is true and correct. Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_ [City, State]

Signature: \_\_\_\_\_ Authorized Representative of New Customer

Title: \_\_\_\_\_

Upon receipt by PG&E of the Direct Access Customer Relocation/Replacement Declaration, PG&E shall review the information and notify ESP within five (5) business days either that (a) the New Location has been added to the ESP Listing; or (b) PG&E has reasonable cause not to process the Direct Access Customer Relocation/Replacement Declaration. Upon receiving notification under subsection (a) above, ESP may submit a DASR to allow PG&E to process the transaction. Upon receiving notification under subsection (b) above, PG&E and ESP shall confer as soon as possible to determine what further information needs to be provided in order for ESP to submit a DASR as provided above. This document may be executed in counterparts and submitted by email or fax, provided the originals are delivered to PG&E within ten (10) calendar days thereafter.



DIRECT ACCESS CUSTOMER RELOCATION/REPLACEMENT DECLARATION

Existing Location Information:

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

Current Service Account(s) Listed By PG&E Service Agreement Number:

- 1. Service Agreement Number: \_\_\_\_\_
Service Address: \_\_\_\_\_
City, State, ZIP: \_\_\_\_\_
Meter Number: \_\_\_\_\_
2. Service Agreement Number: \_\_\_\_\_
Service Address: \_\_\_\_\_
City, State, ZIP: \_\_\_\_\_
Meter Number: \_\_\_\_\_
3. Service Agreement Number: \_\_\_\_\_
Service Address: \_\_\_\_\_
City, State, ZIP: \_\_\_\_\_
Meter Number: \_\_\_\_\_

New Location Information:

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

New Service Account(s) Listed by PG&E Service Agreement Number:

- 1. Service Agreement Number: \_\_\_\_\_
Service Address: \_\_\_\_\_
City, State, ZIP: \_\_\_\_\_
Meter Number: \_\_\_\_\_
2. Service Agreement Number: \_\_\_\_\_
Service Address: \_\_\_\_\_
City, State, ZIP: \_\_\_\_\_
Meter Number: \_\_\_\_\_
3. Service Agreement Number: \_\_\_\_\_
Service Address: \_\_\_\_\_
City, State, ZIP: \_\_\_\_\_
Meter Number: \_\_\_\_\_

(For more service accounts, please list the additional service accounts on a separate sheet and attach it to this form.)



**Electric Sample Form No. 79-1018**  
Residential Rule 16 Electric/Gas Single Service Extensions

**Please Refer to Attached  
Sample Form**

Advice Letter No: 4141-E  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



## RESIDENTIAL RULE 16 ELECTRIC / GAS SINGLE SERVICE EXTENSIONS

### Description of costs associated with new residential gas and/or electric service

Date

Name  
Address  
City/State/ZIP

Re: Project Name, Address

Dear Applicant:

This letter describes the costs for new residential gas and/or electric service at the above address. PG&E will provide the service under the provisions of PG&E's Gas and/or Electric Rule 16, as authorized by the California Public Utilities Commission (CPUC), which rule(s) is incorporated by reference. A copy of Rule 16 can be obtained at [www.pge.com/tariffs](http://www.pge.com/tariffs) or by contacting me at the number shown on the second page. PG&E's total estimated job costs are shown on the cost summary, also on the second page.

Enclosed is a CPUC-required form, "Statement of Applicant's Contract Anticipated Costs," (SACAC), which identifies PG&E's cost for the refundable service work that is PG&E's responsibility to install on your job. PG&E's costs were developed based on your choices within the application and may change if you change your choices. Under PG&E's Gas and/or Electric Rule 16, you, the Applicant, have a choice: you can do the work, hire a qualified contractor to perform the work or hire PG&E to do the work. You must return the completed SACAC form to me regardless of who does the work.

- If you want to do this work yourself, or to have a qualified contractor do this work, please enter your estimated costs in the section of the SACAC form entitled "Applicant Costs," sign it, return it to PG&E, and PG&E will send you a contract by return mail.
- If you want to do this work yourself or have a qualified contractor do it, and you do not want to give PG&E your estimated costs, please check the box in the section entitled "Applicant's Election Not To Provide Costs," sign, return the SACAC form, and PG&E will send you a contract by return mail.
- If you want PG&E to do this work, check the section "Applicant's Election Not To Provide Costs," sign and return the SACAC form along with a check for \$\_\_\_\_\_ to me at the address shown on the second page. PG&E's costs are valid for 90 days from the date of this letter. If payment is not received within this period,<sup>(1)</sup> PG&E reserves the right to revise the cost. This letter will be our contract. PG&E will schedule construction upon receipt of payment. Confirmation will be required from the governmental entity with inspection authority that your facilities have been installed and inspected in accordance with applicable laws, and are safe to energize/pressurize.

Also, under the Applicant Design Option provision of PG&E's Gas and/or Electric Rules 15 and 16, you have a choice to design that portion of the new service extension normally designed by PG&E. Should you select this option your Design Credit for this job is \$\_\_\_\_\_. PG&E's Applicant Design guidelines are available upon request. Please email or contact me confirming your choice.

**PG&E cannot proceed with any work on your application until you sign and return the Statement of Applicant's Contract Anticipated Cost form.**

\*\* Income Tax Component of Contribution (ITCC) applies to the value of all facilities deeded to PG&E.



## RESIDENTIAL RULE 16 ELECTRIC / GAS SINGLE SERVICE EXTENSIONS

	Electric	Gas	Total
<b>PG&amp;E's Estimated Costs for:</b>			
◆ Engineering / Administrative, Plus PG&E performed Service Tie-in and Meter Installation	\$ _____	\$ _____	\$ _____
◆ Service Facility Installation Cost as identified on the enclosed SACAC form	\$ _____	\$ _____	\$ _____
<b>Sub Total:</b> <b>(Total Service Costs subject to Allowance)</b>	\$ _____	\$ _____	\$ _____
Less Residential Allowance:	\$ _____	\$ _____	\$ _____
Excess Residential Service charge:	\$ _____	\$ _____	\$ _____
Inspection fee(s) – PG&E Only	\$ _____	\$ _____	\$ _____
Value of franchise Trenching, Conduit and Substructures	\$ _____	\$ _____	\$ _____
Other Non-Refundable Charges:	\$ _____	\$ _____	\$ _____
<b>Sub Total:</b>	\$ _____	\$ _____	\$ _____
ITCC (Tax)**:	\$ _____	\$ _____	\$ _____
Other Costs not subject to ITCC:	\$ _____	\$ _____	\$ _____
D.04-05-055 Line Extension Costs – Residential:	\$ _____	\$ _____	\$ _____
Less Value of Franchise Trenching, Conduit and Substructures by Applicant:	\$ _____	\$ _____	\$ _____
<b>Sub Total:</b>	\$ _____	\$ _____	\$ _____
Less Engineering Deposit:	\$ _____	\$ _____	\$ _____
<b>Total Non-Refundable Payment:</b>			\$ _____

If you have any questions, contact me at (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ or by email at \_\_\_\_\_@pge.com.

Sincerely,

PG&E Representative  
 New Business Project Coordinator  
 PACIFIC GAS AND ELECTRIC COMPANY  
 Mailing Address

\*\* Income Tax Component of Contribution (ITCC) applies to the value of all facilities deeded to PG&E.



**Electric Sample Form No. 79-1027**  
Third-Party Notification Letter of Unpaid Charges  
(15-Day Notice)

(T)  
(T)

**Please Refer to Attached  
Sample Form**

Advice Letter No: 4141-E  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



**THIRD-PARTY NOTIFICATION LETTER OF UNPAID CHARGES  
(15-DAY NOTICE).**  
*Please take notice that payment or payment arrangements are  
required to maintain service on the account below.*

DATE

THIRD PARTY NAME 1  
THIRD PARTY NAME 2  
THIRD PARTY ADDRESS 2  
THIRD PARTY ADDRESS 1  
CITY, STATE ZIP

Service Address:  
MAIN CUSTOMER PREMISE ADDRESS  
CITY, STATE ZIP

Account ID: XXXXXXXXXXXX

Re: Third-Party Notification of Unpaid Charges for MAIN CUSTOMER NAME

Our records indicate that you asked to be notified whenever the above customer has a past-due bill.

We have mailed a 15-day notice of service termination to the customer due to failure to pay past-due charges. We may have received payments after mailing this notice; you may want to contact the customer to find out whether payment has been made.

You are not obligated in any way to pay the customer's bill. This notification is for your information. You may call us at 1-800-743-5000 on behalf of the customer so that we can discuss payment options and ways to help.

**Customer Services**



**Electric Sample Form No. 79-1028**  
Third-Party Notification Letter of Unpaid Charges  
(48 Hour Notice)

(T)  
(T)

**Please Refer to Attached  
Sample Form**

Advice Letter No: 4141-E  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



**THIRD-PARTY NOTIFICATION LETTER OF UNPAID CHARGES  
(48 HOUR NOTICE)**  
*Please take notice that payment or payment arrangements are  
needed immediately to maintain service on the account below.*

DATE

THIRD PARTY NAME 1  
THIRD PARTY NAME 2  
THIRD PARTY ADDRESS 2  
THIRD PARTY ADDRESS 1  
CITY, STATE ZIP

Service Address:  
MAIN CUSTOMER PREMISE ADDRESS  
CITY, STATE ZIP

Account ID: XXXXXXXXXXXX

Re: Third-Party Notification of Unpaid Charges for MAIN CUSTOMER NAME

Our records indicate that you asked to be notified whenever the above customer has a past-due bill.

We have mailed a 48-hour notice of service termination to the customer due to failure to pay past-due charges. We may have received payments after mailing this notice; you may want to contact the customer to find out whether payment has been made.

You are not obligated in any way to pay the customer's bill. This notification is for your information. You may call us at 1-800-743-5000 on behalf of the customer so that we can discuss payment options and ways to help.

**Customer Services**



**Electric Sample Form No. 79-1041**  
Notice of Bill Guarantee Termination

(T)

**Please Refer to Attached  
Sample Form**

Advice Letter No: 4141-E  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



# NOTICE OF BILL GUARANTEE TERMINATION

Notice is hereby given on this date, \_\_\_\_\_ that, I, \_\_\_\_\_ as guarantor under account identification number \_\_\_\_\_, terminate my guarantee of prompt payment of all bills due or to become due for the Utility Service provided to \_\_\_\_\_ (*applicant*) under account identification Number \_\_\_\_\_.

I agree that the guaranty will remain in effect until twenty days after the signed date of this notice of termination. I guarantee the payment of all amounts due for the Utility Service as of the time of the termination of the guaranty.

\_\_\_\_\_  
Print Witness' Name & LAN ID

\_\_\_\_\_  
Print Name of Guarantor

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Office Address of Witness

\_\_\_\_\_  
Date



**Electric Sample Form No. 79-1043**  
Irrevocable Standby Letter of Credit

**Please Refer to Attached  
Sample Form**

Advice Letter No: 4141-E  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



Credit and Records  
Center

P.O. Box 8329  
Stockton, CA 95208

## Irrevocable Standby Letter of Credit Number: \_\_\_\_\_

TO: Pacific Gas and Electric Company  
P. O. Box 8329  
Stockton, CA 95208

Gentlemen:

We establish our Irrevocable Standby Letter of Credit No. \_\_\_\_\_  
Dated \_\_\_\_\_ in your favor for the account of  
\_\_\_\_\_ up to the aggregate total of \$ \_\_\_\_\_ for all charges,  
bills, statements, non-energy charges, unauthorized use or other supplementary billings due to  
initial under billing, or any other account, obligation, or claim owed to PG&E. We shall pay your  
drafts at sight drawn, and accompanied by the following documentation only:

1. PG&E's signed statement stating that outstanding bills have not been paid.
2. Credit available by payment at the office of:

\_\_\_\_\_  
(Bank Name and Address)

Cancellation is subject to 90 days written notification. If written notification is not received 90 days prior to the expiration date, this Irrevocable Standby Letter of Credit will be automatically renewed each year for an additional twelve (12) calendar months. Notification must be mailed to PG&E, Attention: Financial Analyst, P.O. Box 8329, Stockton, CA 95208.

Drafts drawn and negotiated under this Letter Of Credit must be endorsed hereon, and must bear the clause: "Drawn under \_\_\_\_\_  
(Bank Name)"

Bank Letter of Credit No. \_\_\_\_\_ dated \_\_\_\_\_.  
We hereby engage with Bona Fide Holders that drafts drawn strictly in compliance with the terms of this credit shall meet with due honor presentation to the drawee bank. This credit is subject to the International Standby Practices, referred to as ISP 98."

\_\_\_\_\_  
A California Corporation Bank

BY: \_\_\_\_\_  
Authorized Signature (**Must be Notarized**)

\_\_\_\_\_  
Authorized Title



**Electric Sample Form No. 79-1048**  
Agreement for Unmetered Low Wattage Equipment Connected to Customer-Owned  
Street Light Facilities

**Please Refer to Attached  
Sample Form**

Advice Letter No: 4141-E  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_

- Customer  
 Division,  
 Records Processing  
(Original)

PM#: \_\_\_\_\_  
BD#: \_\_\_\_\_  
SA#: \_\_\_\_\_

# AGREEMENT FOR UNMETERED LOW WATTAGE EQUIPMENT CONNECTED TO CUSTOMER-OWNED STREET LIGHT FACILITIES

This Agreement for Unmetered Low Wattage Equipment Connected to Customer-Owned Street Light Facilities (“Agreement”) between (the “Customer”) and Pacific Gas and Electric Company (the “Company”) is to establish and govern the provisions of unmetered electric service provided by the Company for such low wattage equipment described in the Attachment A to this Agreement.

- A. WHEREAS, such low wattage equipment will be owned operated and/or maintained either by Customer or by a third party acting on Customer’s behalf or by third party having a business relationship with the Customer; and
- B. WHEREAS, Customer intends to attach and energize such equipment to Customer-Owned street light facilities at various locations in its jurisdiction and within the Company’s service territory, with the exception of Series street light circuits served above 480 volts; and
- C. WHEREAS, in the Company’s opinion, it would be impractical to install electric meters at the requested locations and for such equipment installed subject to this Agreement; and
- D. WHEREAS, the consumption of electricity at such locations and for such equipment can be reasonably determined from Manufacturer’s specifications and operating characteristics of the Customer where the load is 24 hour constant and of one hundred fifty (150) watts or less rated or average consumption on any one street light circuit; and
- E. WHEREAS, pursuant to the Company’s Electric Preliminary Statement Part A.6.a, Customer and the Company agree that, in lieu of installing meters at each location, the Company shall provide unmetered electric service for Customer’s equipment in accordance with the following terms and conditions.

NOW, THEREFORE, in consideration of the terms, and covenants contained herein, Customer and Company hereby agree as follows:

1. Customer’s use of the street light facilities and the equipment that is the subject of this Agreement are identified in the data sheets set forth in Attachment A (the “Equipment”). The Equipment will be installed by Customer on Customer-owned street light facilities with an energy connection on the Customer-owned street light or circuit wire. Each location will be grouped in a specific account, separate from the street light account, identified by either the city or unincorporated county where the Equipment is located for proper billing and accounting. The energy account will be billed on the Company’s regular monthly billing cycle for unmetered loads. Billing of fixed usage shall be at the amount indicated in Paragraph 2.
2. Each piece of Equipment will be billed on Schedule A1- Small General Service with an appropriate single customer charge for the grouped account.
  - a. Customer shall provide the Company with the Manufacturer’s documentation on Equipment rating, documented average consumption and other information necessary to for Company to determine applicability to this Agreement prior to installation of Equipment. Attachment A documents the specific Equipment and the kilowatt hours (kWh) to be billed at each location.

3. The Energy charge is based on the monthly kWh calculated from the documentation provided by the customer based on watt rating, multiplied by 731 hours per month (for 24-hour continuous usage).
4. Pursuant to Section D of the Company's electric Rule 3, Customer shall furnish the Company with information, in a format acceptable to the Company, which verifies the number and location of all Equipment at each service location and reflecting the net result of any installations and removals. The information to be reported is described in Attachment B. The information shall be provided initially ten (10) days after the first month of installations and on the first business day of January, April, July and October thereafter. Each piece of Equipment shall be marked with its own identifying number or code acceptable for input into Company's billing system. Equipment ownership shall be identifiable from the ground for auditing purposes. The Company may require that Customer, at the Customer's sole expense, affix or install a Radio Frequency Identification Device (RFID), specified or provided by the Company, for inventory verification purposes.
5. If it is determined that electrical load is connected that has not been accurately reported to the Company by Customer, such load will be billed in accordance with electric Rules 17, 17.1, and 17.2 as applicable, and Customer shall pay the otherwise full applicable tariff charges for such electrical load, calculated in accordance with Paragraph 3, above. The Company reserves the right to field or bench test Equipment to verify the inputs described in documentation provided in Paragraph 2.a, above.
6. Auditing may be conducted at the Company's sole discretion. Auditing may commence following the first anniversary of the effective date of this Agreement (as defined below). The audit will be conducted by an independent auditor selected by the Company. The cost of the audit shall be at the sole expense of the Customer. Customer will provide a complete and accurate inventory and other information as required in Paragraph 4 and in Attachment B. Customer shall provide access to the Equipment and provide assistance to the Company and its auditor to accomplish the audit, including, without limitation, identifying, locating and accessing the Equipment. The Company shall have the right to collect all costs associated with any additional work, including but not limited to, field verification or auditing of devices, bench testing, field amp reads, calculations of loads not required with meter reads, that would otherwise not be incurred in serving metered facilities.
7. Customer acknowledges that in the event that Customer arranges for a third party to manage the energy bill payment for this Agreement or authorizes the attachment of the Equipment owned or maintained by a third party, Customer remains ultimately responsible for energy payment and other conditions of this Agreement as the owner of the unmetered street light or street light circuit providing power to the unmetered Equipment connected under this Agreement. The absence of a meter does not relieve this responsibility for energy connections on the Customer's unmetered street light or street light circuit. In addition, Customer acknowledges that any interruptions in service caused by operation of the Customer's street light or street light circuit are not the responsibility of the Company. Under the Company's Approved Tariffs, Company is responsible up to the Service Delivery point for the Customer's street light system.
8. Neither this Agreement nor conditions of electric service hereunder shall constitute permission or authorization for any use or occupation of the Company's facilities or facilities of any third party by Customer.

9. Except as specifically provided otherwise herein, service furnished in accordance with this Agreement shall be subject to Company's applicable tariffs on file with the California Public Utilities Commission ("Commission"). This Agreement shall at times be subject to changes or modification by the Commission as said Commission may, from time, to time direct in the exercise of its jurisdiction.
10. The Equipment subject to this Agreement shall be installed, maintained and operated at all times in accordance with all applicable laws, rules and regulations of any governmental authority with jurisdiction, including Commission's General Order 95 (collectively "Laws"). Customer shall be responsible to correct all identified violations of Laws and all identified deviations from Company design standards or requirements. Where the Company makes corrections, Customer shall be responsible for all costs for the Company to remedy any notices of violation or infractions imposed on the Company as a result of the Customer's installation or operation of the Equipment, including, without limitation, any infractions under the Commission's General Order 95. Except when otherwise required by the Laws or in the event that the Company determines that the violation, deviation or infraction caused by the Equipment poses a threat to the public or utility worker(s) or that the installed Equipment adversely impacts service reliability, asset life or the safe operation of Company facilities, prior to the Company remedying such violation, deviation or infraction, the Company will give the Customer written notice and the opportunity to remedy the same. If the Customer fails to correct the violation, deviation or infraction within thirty (30) days of such notice, the Company may, but shall not be obligated to, remedy such violation, deviation or infraction.
11. Where the Company determines that the Equipment loads require changes to Company's serving facilities, or where rearrangements are required as a result of the added loads, all such modifications must be performed prior to connection of the Equipment and Customer shall be responsible for all costs associated with the work. Customer shall be financially responsible for any damage to Company facilities resulting from Equipment loads added prior to completion of any required work. Either the Company or Customer may determine that facility modifications are not practical or cost effective for specific locations, in which case service will be provided under Company's approved Tariffs and either an Agreement for Unmetered Electrical Service, form 79-972, or metering may be required.
12. This Agreement shall remain in effect until terminated. This Agreement may be terminated upon forty-five (45) days prior written notice: a) by either party, which shall result in termination of service; or b) by Company upon Customer's default of any of the stated terms, agreements, covenants, conditions and provisions of this Agreement or non-conformance with Company's other applicable tariffs. Any notice for termination of this Agreement for default shall specify the nature of the default. Customer may utilize the forty-five (45) days from issuance of such notice to cure the specified default (or in the event of a default which requires in excess of forty-five (45) days to cure, such additional time as is approved in writing by the Company). Timely cure of a specified default will avoid termination for that default. Customer expressly acknowledges that the Company shall not be liable for any costs, expenses, damages, claims or the like caused by or arising out of the Company's termination of this Agreement, including but not limited to any rearrangement, relocation, removal or disconnection expenses. Company may continue to provide service to Customer's Equipment provided that a) a subsequent executed superseding agreement governing the terms of unmetered service has gone into effect prior to the termination of this Agreement; or b) a meter has been installed and the service has been transferred to metered status



# Agreement for Unmetered Low Wattage Equipment Connected to Customer-Owned Street Light Facilities

- 13. The Company may at a later date, upon ninety (90) days prior written notice, require metering of new, existing, additional, rearranged or relocated equipment that would otherwise register on its metering devices with then available practical technology, and decline to provide or continue providing unmetered service.
- 14. Nothing in this Agreement shall preclude the Company from requesting authority from the Commission to implement an electric tariff for unmetered service. If an unmetered electric service tariff is approved for the Company, it shall apply to Customer's installations under this Agreement.
- 15. The Company is authorized to modify the form of Attachment A and B at its sole discretion and at any time require additional reasonable information from Customer for the purpose of this Agreement, including without limitation, accurate data concerning equipment, maintaining accurate records, and promoting accurate and efficient billing.
- 16. All notices required herein shall be given in writing and delivered personally, by United States Postal Service or other nationally recognized courier service to the appropriate address below. Addresses may be changed by the Company or Customer as business needs change.

Customer: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Attention: \_\_\_\_\_

**Pacific Gas and Electric Company**  
 Billing Revenue & Records  
 P.O. Box 8239  
 Stockton, CA 95208  
 Attn. Unmetered Electric Usage

Customer's bill shall be mailed to the address listed below.

Billing Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Attention: \_\_\_\_\_

- 17. The waiver by either Party of any default in the performance, or failure to insist on strict performance, by the other or any covenant or condition contained herein shall not be construed to be a waiver of any preceding or subsequent default of the same or any other covenant contained herein.
- 18. Customer may, with the Company's written consent, assign this Agreement if the assignee 1) acquires all of Customer's interest in the Equipment and the associated street light facilities; and 2) agrees in writing to perform Customer's obligations. Such assignment will be deemed to include, unless otherwise specified therein, all of the Customer's rights to any refunds which might become due upon discontinuance of service contracted. Customer remains liable for any charges until such time this Agreement is terminated or assigned.



# Agreement for Unmetered Low Wattage Equipment Connected to Customer-Owned Street Light Facilities

- 19. Upon termination of this Agreement, Customer shall promptly remove or disconnect its Equipment from the street light facilities. Should Customer fail to disconnect or remove its Equipment from the streetlight facilities within one hundred and twenty (120) days of the termination date, the Company shall have the right to bill for energy to such Equipment in accordance with electric Rules 17, 17.1, and 17.2 as applicable, and Customer shall pay the standard applicable charges for such electrical load, calculated in accordance with Paragraphs 2 and 3, above. Continued energy use beyond the termination date is a violation of Company's tariffs as approved by the Commission.
- 20. Customer shall indemnify and hold harmless Company, its officers, agents and employees, against all loss, damage, expense and liability resulting from injury to or death of any person, including but not limited to employees of Company, Customer or any third party, or from loss, destruction or damage to property, including but not limited to property of Company, Customer, or any third party, arising out of or in any way connected with the performance of this Agreement, however caused, except to the extent caused by the active negligence or willful misconduct of Company, its officers, agents and employees. Customer will, on Company's request, defend any suit asserting a claim covered by this indemnity. Customer will pay all costs that may be incurred by Company in enforcing this indemnity, including reasonable attorneys' fees.
- 21. This Agreement shall supersede existing letters of understanding, agreements and contracts, whether verbal or written, for the provision of unmetered services to the Equipment.

**APPROVED:**

This agreement is effective when accepted and executed by PG&E.

**PACIFIC GAS AND ELECTRIC COMPANY**

\_\_\_\_\_

Customer/Company

\_\_\_\_\_

Authorized by (Print)

\_\_\_\_\_

Signature

\_\_\_\_\_

Title

\_\_\_\_\_

Date

\_\_\_\_\_

Authorized by (Print)

\_\_\_\_\_

Signature

\_\_\_\_\_

Title

\_\_\_\_\_

Date



**Electric Sample Form No. 79-1048A** (T)  
Attachment A To Agreement for Unmetered Low Wattage Equipment Connected to  
Customer-Owned Street Light Facilities

**Please Refer to Attached  
Sample Form**

Advice Letter No: 4141-E  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



DISTRIBUTION:

- Customer
- CRT
- Divisions
- GO Svc Planning

Date Of Agreement:

\_\_\_\_\_

Date of this Attachment:

\_\_\_\_\_

## ATTACHMENT A TO AGREEMENT FOR UNMETERED LOW WATTAGE EQUIPMENT CONNECTED TO CUSTOMER- OWNED STREET LIGHT FACILITIES

Applicant: \_\_\_\_\_  
 Address: \_\_\_\_\_

Billing Name: \_\_\_\_\_  
 Billing Address: \_\_\_\_\_  
*(if different from mailing)*

**Equipment billing information (to be completed by Pacific Gas and Electric Company)**

Manufacture/Model or Series: \_\_\_\_\_

Equipment Type\* \_\_\_\_\_

*\*Use only one Attachment A per Equipment type*

Basic calculation for monthly kilowatt-hour (kWh) rounded to the nearest whole kWh for billing  
 ((Nominal voltage x Amps) / 1000) x hours of operations

*Adjust Amps as needed when Average Documented Consumption is used in place of full rated amps for proper kWh billing*

Rate Schedule	Nominal Volts	Amps	Operating Hours	kWh/Month Billing
A-1			8760	0

**Applicant must provide the following:**

- Equipment model, type and unit identification number.
- Input ratings in amps, nominal volts or documented average consumption.

**Additional documentation and attachments as required by Pacific Gas and Electric Company:**

- Pursuant to paragraphs 2a and 4 of the Agreement, for billing reporting, information required includes, but is not limited to:
  - Equipment location (e.g. Street light number, GPS coordinate or other acceptable identification).
  - Notification of changes in equipment operation and efficiency factors.
  - Notification of tax exemption which apply to the provisions of service under this Agreement.

**Provide the following when requesting service through PG&E local office**

- A copy of the Agreement and Attachment for Unmetered Services.
- Necessary information to complete a Electric Rule 3 request for service if required.
- Equipment model, type and unit identification number.



**Electric Sample Form No. 79-1048B** (T)  
Attachment B To Agreement for Unmetered Low Wattage Equipment Connected to  
Customer-Owned Street Light Facilities (Form 79-1048)

**Please Refer to Attached  
Sample Form**

Advice Letter No: 4141-E  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_





**Electric Sample Form No. 79-1049**  
Agreement to Install Applicant Requested Common Special Facilities  
Gas and Electric Rule 2

(T)

**Please Refer to Attached**  
Sample Form

Advice Letter No: 4141-E  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



DISTRIBUTION:

REFERENCE:

- Applicant (Original)
- Division (Original)
- CRT
- CC&C
- Tariffs Interpretations

Notification: \_\_\_\_\_  
 E2D-PM#: \_\_\_\_\_  
 Customer #: \_\_\_\_\_  
 Billing Doc#: \_\_\_\_\_  
 Date Ready for Svc: \_\_\_\_\_

# AGREEMENT TO INSTALL APPLICANT REQUESTED COMMON SPECIAL FACILITIES - GAS AND ELECTRIC RULE 2

At the request of (Applicant), **Pacific Gas and Electric Company (PG&E)**, hereby agrees, as an accommodation, to install at the Applicant's expense and within a reasonable time, Facilities (described in paragraph 1 herein) that are in addition to or in substitution for PG&E's standard facilities.

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

1. The location and requested work are described as follows: (Describe in detail the materials and facilities to be furnished and/or work to be performed by PG&E. If more space is required, use other side and attach any necessary drawings as Exhibits):

LOCATION:

\_\_\_\_\_

DESCRIPTION OF FACILITIES:

\_\_\_\_\_

2. Applicant shall pay to PG&E, promptly upon demand by PG&E prior to construction, the additional cost over and above the standard equipment installation. In addition, Applicant shall pay for the ongoing maintenance and operation of that equipment through an Equivalent One Time Cost of Ownership payment which is the present worth of the monthly Cost of Ownership as specified in Electric and Gas Rule 2. The total costs are summarized as follows:

1. Special Facilities Additional Cost	_____
2. Equivalent One Time Cost of Ownership	_____
3. Facilities Rearrangement Cost	_____
4. Income Tax Component of Contribution (ITCC) for Costs 1, 3, 5 and 7 <sup>(1)</sup>	_____
5. CPUC D.04-05-055 Line Extension Costs (PMC)	_____
6. Items not subject to ITCC	_____
7. Credit for Applicant provided work	_____
<b>TOTAL DUE</b>	_____

<sup>1</sup> The IRS taxes all contributions made by an applicant requesting utility service that benefits the applicant. Thus, PG&E collects from the applicant both the contribution and the income tax on that contribution at the rate shown in the Preliminary Statements of the Tariffs.

## AGREEMENT TO INSTALL APPLICANT REQUESTED COMMON SPECIAL FACILITIES - GAS AND ELECTRIC RULE 2

3. Applicant shall indemnify and hold harmless PG&E, its officers, agents and employees, against all loss, damage, expense and liability resulting from injury to or death of any person, including but not limited to, employees of PG&E, Applicant or any third party, or for the loss, destruction or damage to property, including, but not limited to property of PG&E, Applicant or any third party, arising out of or in any way connected with the performance of this agreement, however caused, except to the extent caused by the active negligence or willful misconduct of PG&E, its officers, agents and employees. Applicant will, on PG&E's request, defend any suit asserting a claim covered by this indemnity. Applicant will pay all costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorneys' fees.
4. Whenever part or all of the requested work is to be furnished or performed upon property other than that of Applicant, Applicant shall first procure from such owners all necessary rights-of-way and/or permits in a form satisfactory to PG&E and without cost to it.
5. Where it is necessary to install Special Facilities on Applicant's premises, Applicant hereby grants to PG&E:
  - (a) the right to make such installation on Applicant's premises along the shortest practical route thereon and of sufficient width to provide legal clearance from all structures now or hereafter erected on Applicant's premises for any facilities of PG&E; and ,
  - (b) the right of ingress to and egress from Applicant's premises at all reasonable hours for any purposes reasonably connected with the operation and maintenance of the Special Facilities.
6. As provided in PG&E's applicable Electric Rule 14 or Gas Rules 14 and 21, Applicant understands that PG&E does not guarantee electric or gas service to be free from outages, interruptions, or curtailments and that the charges for the Special Facilities represent the additional cost associated with providing the Special Facilities rather than for a guaranteed level of service or reliability.
7. Upon request of the customer and at the option of PG&E, gas will be delivered at a pressure higher than standard delivery pressure where such higher pressure is available from existing facilities. PG&E, however, retains the right to decrease at any time the higher delivery pressure, as per Rule 2, incorporated into this agreement by reference.

Upon completion of requested work, ownership shall vest in PG&E.



# AGREEMENT TO INSTALL APPLICANT REQUESTED COMMON SPECIAL FACILITIES - GAS AND ELECTRIC RULE 2

Executed this \_\_\_\_\_ day of \_\_\_\_\_/

This agreement is effective when accepted and executed by PG&E.

## PACIFIC GAS AND ELECTRIC COMPANY

\_\_\_\_\_  
Customer/Company

\_\_\_\_\_

\_\_\_\_\_  
Authorized by (Print)

\_\_\_\_\_  
Authorized by (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

*This agreement at all times shall be subject to such modifications as the California Public Utilities Commission (CPUC) may direct from time to time in the exercise of its jurisdiction.*

Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Electric Sample Form No. 79-1100**  
ELECTRIC RULE 21 - AGREEMENT TO INSTALL APPLICANT REQUESTED  
NGOM SPECIAL FACILITIES FOR SOLAR PERFORMANCE METERING

Sheet 1 (T)  
(T)

**Please Refer to Attached  
Sample Form**

Advice Letter No: 4141-E  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



# ELECTRIC RULE 21 - AGREEMENT TO INSTALL APPLICANT REQUESTED NGOM SPECIAL FACILITIES FOR SOLAR PERFORMANCE METERING

DISTRIBUTION:	REFERENCE:
<input type="checkbox"/> XXXX	_____
<input type="checkbox"/> _____	_____

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

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

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

SERVICE ADDRESS:

\_\_\_\_\_

DESCRIPTION OF FACILITIES (Special Facilities):

\_\_\_\_\_

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

Performance Data Provider (“PDP”) services, if required, will coincide with the 5-year PBI payment schedule. However, Applicants who change their PDP during the 5-year incentive payment term may alternatively select 1, 2, 3, or 4 years of PDP service from PG&E, depending on the length of term remaining on their PBI incentive payment schedule. PDP service provided pursuant to Agreement includes remote communication and collection of



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

interval and cumulative solar production data from the NGOM equipment, and data validation and processing services for the purpose of calculating the monthly PBI payment.

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

### Special Facilities to Install NGOM

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

### Equivalent One-Time Payments

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

- Applicant shall indemnify and hold harmless PG&E, its officers, agents and employees, against all loss, damage, expense and liability resulting from injury to or death of any person, including but not limited to, employees of PG&E, Applicant or any third party, or for the loss, destruction or damage to property, including, but not limited to property of PG&E, Applicant or any third party, arising out of or in any way connected with the performance of this agreement, however caused, except to the extent caused by the active negligence or willful misconduct of PG&E, its officers, agents and employees. Applicant will, on PG&E's request, defend any suit asserting a claim covered by this indemnity. Applicant will pay all costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorneys' fees.
- Whenever part or all of the requested work is to be furnished or performed upon property other than that of Applicant, Applicant shall first procure from such owners all necessary rights-of-way and/or permits in a form satisfactory to PG&E and without cost to it.
- When installing Special Facilities on Applicant's premises, Applicant grants PG&E the right:
  - to make such installation on Applicant's premises along the shortest practical route thereon and of sufficient width to provide legal clearance from all structures now or hereafter erected on Applicant's premises for any facilities of PG&E; and,
  - of ingress to and egress from Applicant's premises at all reasonable hours for any purposes reasonably connected with the operation and maintenance of the Special Facilities.
- Applicant understands that, as provided in PG&E's applicable Electric Rule 14, PG&E does not guarantee electric service to be free from outages, interruptions, or curtailments. Applicant further understands that the charges for the Special Facilities represent the



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

additional cost associated with providing the Special Facilities rather than for a guaranteed level of service or reliability.

- 7. Special Facilities shall at all times be the property of PG&E.
- 8. If Applicant terminates this Agreement, the NGOM equipment will be removed. It is Applicant's responsibility at the time of NGOM removal to take action to reestablish the interconnection of their solar system with PG&E's grid. This may entail, but not be limited to, retaining the services of an electrical contractor to provide electrical continuity across the gap previously occupied by the NGOM equipment
- 9. This Agreement shall at all times be subject to such changes or modifications by the CPUC as said Commission may, from time to time, direct in the exercise of its jurisdiction.

**APPROVED:**

This agreement is effective when accepted and executed by PG&E.

Customer/Company	<b>PACIFIC GAS AND ELECTRIC COMPANY</b>
Authorized by (Print)	Authorized by (Print)
Signature	Signature
Title	Title
Date	Date



**Electric Sample Form No. 79-1102**  
Section 399.20 Power Purchase Agreement

**Please Refer to Attached**  
Sample Form

Advice Letter No: 4141-E  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



# SECTION 399.20 POWER PURCHASE AGREEMENT

DISTRIBUTION:	REFERENCE:
<input type="checkbox"/> XXXX	_____
<input type="checkbox"/> _____	_____

PACIFIC GAS AND ELECTRIC COMPANY, a California Corporation (“PG&E” or “Buyer”), and \_\_\_\_\_ (“Seller”) hereby enter into this Power Purchase Agreement (“Agreement”). Seller and PG&E are sometimes referred to in this Agreement jointly as “Parties” or individually as “Party.” In consideration of the mutual promises and obligations stated in this Agreement and its appendices, the Parties agree as follows:

1. DOCUMENTS INCLUDED; DEFINED TERMS

This Agreement includes the following appendices, which are specifically incorporated herein and made a part of this Agreement.

Appendix A- Definitions

Appendix B- Initial Energy Delivery Date Confirmation Letter

Appendix C- Time of Delivery (“TOD”) Periods and Factors

Appendix D- Counterparty Notification Requirements for Outage and Generation Schedule Changes

Appendix E- Description of the Facility

2. SELLER’S GENERATING FACILITY, PURCHASE PRICES AND PAYMENT

2.1 Facility. This Agreement governs PG&E’s purchase of the Product from the electrical generating facility (hereinafter referred to as the “Facility” or “Unit” or “Project”) as described in this Section.

2.1.1 The Facility is located at:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ County, California.

2.1.2 The Facility is named \_\_\_\_\_.

2.1.3 The Facility’s primary fuel is \_\_\_\_\_ [i.e. biogas, hydro, etc.].

2.1.4 The Facility has a Nameplate of \_\_\_\_ kilowatts (“kW”), at unity power factor at 60 degrees Fahrenheit at sea level and has a primary voltage level of \_\_\_\_ kilovolts

(“kV”). Seller shall not modify the Facility to increase the Nameplate without the prior written consent of PG&E. The Nameplate will be net of any Station Use, or in the case of solar it will be net of any inverter losses. The Nameplate will not exceed 1,500 kW.

2.1.5 The Facility is connected to the PG&E electric system at \_\_\_\_\_ kV.

2.1.6 If not already capable of delivering energy on the Execution Date, the Facility’s scheduled Commercial Operation Date is \_\_\_\_\_.

2.1.7 A description of the Facility, including a summary of its significant components, a drawing showing the general arrangements of the Facility, and a single line diagram illustrating the interconnection of the Facility and loads with PG&E’s electric distribution or transmission system, is attached and incorporated herein as Appendix E.

2.1.8 The name and address PG&E uses to locate the electric service account(s) and premises used to interconnect the Facility with PG&E’s distribution systems is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2.2 Transaction. During the Delivery Term of this Agreement, as provided in Section 2.3, Seller shall sell and deliver, or cause to be delivered, and PG&E shall purchase and receive, or cause to be received, the Product from the Facility, up to 1500 kW, at the Delivery Point, as defined pursuant to Section 5.1, pursuant to Seller’s election of a (check one)  full buy/sell or  excess sale arrangement as described in paragraphs 2.2.1 and 2.2.2 below. PG&E shall pay Seller the Contract Price, set forth in Section 2.4, in accordance with the terms hereof. In no event shall Seller have the right to procure the Product from sources other than the Facility for sale or delivery to PG&E under this Agreement or substitute such Product. PG&E shall have no obligation to receive or purchase the Product from Seller prior to the Initial Energy Delivery Date, as defined in Section 2.3, or after the end of the Delivery Term, as defined in Section 2.3. The Parties agree that the execution and performance of the Parties under this Agreement shall satisfy PG&E’s obligations, if any, under the Public Utility Regulatory Policies Act and its implementing regulations, i.e., 18 C.F.R. §§ 292.303.

2.2.1 Full Buy/Sell. Seller agrees to sell to PG&E the Facility’s gross output in kilowatt-hours, net of Station Use and transformation and transmission losses to the Delivery Point into the PG&E system, together with all Green Attributes and Resource

Adequacy Benefits. Seller shall purchase all energy required to serve the Facility’s on-site load, net of station use, from PG&E pursuant to PG&E’s applicable retail rate schedule.

2.2.2 Excess Sale. Seller agrees to sell to PG&E the Facility’s gross output in kilowatt-hours, net of Station Use and any on-site use by Seller and transformation and transmission losses to the Delivery Point into the PG&E system. Seller agrees to convey to PG&E all Green Attributes and Resource Adequacy Benefits associated with the energy sold to PG&E.

2.3 Delivery Term. The Seller shall deliver the Product from the Facility to PG&E for a period of (check one)  ten (10),  fifteen (15), or  twenty (20) Contract Years (“Delivery Term”), which shall commence on the first date on which energy is delivered from the Facility to PG&E (“Initial Energy Delivery Date”) under this Agreement and continue until the end of the last Contract Year unless terminated by the terms of this Agreement. The Initial Energy Delivery Date shall occur only when all of the following conditions have been satisfied:

(i) the Commercial Operation Date has occurred, if the Facility was not in operation prior to the Execution Date of this Agreement;

(ii) the Facility’s status as an Eligible Renewable Energy Resource, is demonstrated by Seller’s receipt of certification from the CEC and is registered in WREGIS; and

(iii) as evidence of the Initial Energy Delivery Date, the Parties shall execute and exchange the “Initial Energy Delivery Date Confirmation Letter” attached hereto as Appendix B on the Initial Energy Delivery Date.

2.4 Contract Price. Once both Parties have executed this Agreement PG&E shall pay Seller for each kilowatt hour (“kWh”) of the Product delivered to PG&E during each Contract Year for the Delivery Term at the applicable Market Price Referent specified below for the Facility’s actual Commercial Operation Date. Payment shall be adjusted by the appropriate Time of Delivery (“TOD”) factor listed in Appendix C.

<b>Adopted 2011 Market Price Referents - Long-Term Contracts<sup>1</sup></b> (Nominal - dollars/kWh)			
<b>Resource Type</b>	<b>10-Year</b>	<b>15-Year</b>	<b>20-Year</b>
2012 Baseload MPR	0.07688	0.08352	0.08956

<sup>1</sup> Note: Using 2011 as the base year, Staff calculates MPRs for 2012-2023 that reflect different project online dates. Link to 2011 MPR Model: <http://www.cpuc.ca.gov/PUC/energy/Renewables/mpr>

## SECTION 399.20 POWER PURCHASE AGREEMENT

2013 Baseload MPR	0.08103	0.08775	0.09375
2014 Baseload MPR	0.08454	0.09151	0.09756
2015 Baseload MPR	0.08804	0.09520	0.10132
2016 Baseload MPR	0.09156	0.09883	0.10509
2017 Baseload MPR	0.09488	0.10223	0.10859
2018 Baseload MPR	0.09831	0.10570	0.11218
2019 Baseload MPR	0.10186	0.10928	0.11587
2020 Baseload MPR	0.10550	0.11296	0.11965
2021 Baseload MPR	0.10916	0.11675	0.12354
2022 Baseload MPR	0.11299	0.12067	0.12752
2023 Baseload MPR	0.11691	0.12469	0.13160

2.5 **Billing.** PG&E shall pay Seller by check or Automated Clearing House transfer within approximately 30 days of the meter reading date if the value of the purchased Product in a month is at least fifty dollars (\$50); if less, PG&E may pay Seller quarterly. PG&E shall have the right, but not the obligation, to read the Facility's meter on a daily basis.

2.6 **Title and Risk of Loss.** Title to and risk of loss related to Product from the Facility shall transfer from Seller to PG&E at the Delivery Point. Seller warrants that it will deliver to PG&E the Product from the Facility free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any person arising prior to the Delivery Point.

2.7 **No Additional Incentives.** Seller agrees that during the Term of this Agreement, Seller shall not seek additional compensation or other benefits pursuant to the Self-Generation Incentive Program, as defined in CPUC Decision ("D.") 01-03-073, the California Solar Initiative, as defined in CPUC D.06-01-024, PG&E's net energy metering tariff, or other similar California ratepayer subsidized program relating to energy production with respect to the Facility.

2.8 **Private Energy Producer.** Seller agrees to provide to Buyer copies of each of the documents identified in PUC Section 2821(d)(1), if applicable, as may be amended from time to time, as evidence of Seller's compliance with such PUC section. Such documentation shall be provided to Buyer within thirty (30) days of Seller's receipt of written request therefor.

### 3. GREEN ATTRIBUTES; RESOURCE ADEQUACY BENEFITS; EIRP REQUIREMENTS; ERR REQUIREMENTS

3.1 **Green Attributes.** Seller hereby provides and conveys all Green Attributes associated with all electricity generation from the Project to Buyer as part of the Product

being delivered. Seller represents and warrants that Seller holds the rights to all Green Attributes from the Project, and Seller agrees to convey and hereby conveys all such Green Attributes to Buyer as included in the delivery of the Product from the Project.

3.2 WREGIS. Prior to the Initial Energy Delivery Date, Seller shall register the Facility in WREGIS and take all other actions necessary to ensure that the energy produced from the Facility is tracked for purposes of satisfying the California Renewables Portfolio Standard requirements, as may be amended or supplemented by the CPUC or CEC from time to time. Seller warrants that it shall take all necessary steps to ensure the Renewable Energy Credits transferred to Buyer under this Agreement are tracked in WREGIS and transferred in a timely manner to Buyer through WREGIS for purposes of satisfying Buyer's California Renewables Portfolio Standard Requirements, as may be amended or supplemented by the CPUC or CEC from time to time.

3.2.1 A "WREGIS Certificate Deficit" means any deficit or shortfall in WREGIS Certificates delivered to Buyer for a calendar month as compared to the metered energy for the same calendar month ("Deficient Month"). If any WREGIS Certificate Deficit is caused, or the result of any action or inaction, by Seller, then the amount of the Product in the Deficient Month shall be reduced by the amount of the WREGIS Certificate Deficit for the purposes of calculating Buyer's payment(s) to Seller. Any amount owed by Seller to Buyer because of a WREGIS Certificate Deficit shall be made as an adjustment to Seller's next monthly invoice to Buyer, and Buyer shall net such amount against Buyer's subsequent payment(s) to Seller.

3.2.2 Seller warrants that all necessary steps to allow the Renewable Energy Credits transferred to Buyer to be tracked in the Western Renewable Energy Generation Information System will be taken prior to the first delivery under the contract.

3.3 Resource Adequacy Benefits. In accordance with PUC Section 399.20(g), Seller conveys to PG&E all Resource Adequacy Benefits attributable to the physical generating capacity of Seller's Facility to enable PG&E to count such capacity towards PG&E's resource adequacy requirement for purposes of PUC Section 380. Seller shall take all reasonable actions and execute documents and instructions necessary to enable Buyer to secure Resource Adequacy Benefits; Seller shall comply with all applicable reporting requirements.

3.4 Eligible Renewable Resource. Seller will use commercially reasonable efforts to achieve and maintain status as an Eligible Renewable Energy Resource or ERR per the meaning set forth in California Public Utilities Code Section 399.12 and California Public Resources Code Section 25741, as either code provision is amended or supplemented from time to time.

***[The following Section 3.5 Eligible Intermittent Resources Protocol (EIRP) Requirements applies only to Facilities greater than 1.0 MWs]***

3.5 **Eligible Intermittent Resources Protocol (EIRP) Requirements.** Seller shall provide Buyer with a copy of the notice from CAISO certifying the Project as a Participating Intermittent Resource as soon as practicable after Seller's receipt of such notice of certification. Following such certification (i) Seller at its sole cost shall participate in and comply with EIRP and all additional protocols issued by the CAISO relating to Participating Intermittent Resources (as defined in the CAISO Tariff), and (ii) Buyer in its limited capacity as Seller's Scheduling Coordinator shall facilitate communication with the CAISO and provide other administrative materials to CAISO as necessary to satisfy Seller's obligations as Seller's Scheduling Coordinator and to the extent such actions are at de minimis cost to Buyer.

4. **REPRESENTATION AND WARRANTIES; COVENANTS**

4.1 **Representations and Warranties.** On the Execution Date, each Party represents and warrants to the other Party that:

4.1.1 it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;

4.1.2 the execution, delivery and performance of this Agreement is within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it;

4.1.3 this Agreement and each other document executed and delivered in accordance with this Agreement constitutes its legally valid and binding obligation enforceable against it in accordance with its terms;

4.1.4 it is not bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming bankrupt;

4.1.5 there is not pending or, to its knowledge, threatened against it or any of its affiliates any legal proceedings that could materially adversely affect its ability to perform its obligations under this Agreement; and

4.1.6 it is acting for its own account, has made its own independent decision to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the other Party in so doing, and is capable of assessing the merits of, and understands and accepts, the terms, conditions and risks of this Agreement.

4.2 **General Covenants.** Each Party covenants that throughout the Term of this Agreement:

4.2.1 it shall continue to be duly organized, validly existing and in good

standing under the laws of the jurisdiction of its formation;

4.2.2 it shall maintain (or obtain from time to time as required, including through renewal, as applicable) all regulatory authorizations necessary for it to legally perform its obligations under this Agreement; and

4.2.3 it shall perform its obligations under this Agreement in a manner that does not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it.

4.3 Seller Representation and Warranty and Covenant.

4.3.1 Representation and Warranty. In addition to the representations and warranties specified in Section 4.1, Seller makes the following additional representations and warranties as of the Execution Date:

(a) Seller's Facility is (check one)  a facility owned by a state, local, or federal agency and used in the treatment or reclamation of sewage and industrial wastes; or  a facility owned by a state, local, or federal agency that develops, stores, distributes or supplies water.

(b) Facility has not received an incentive under the Self-Generation Incentive Program, as defined in CPUC D.01-03-073, the California Solar Initiative, as defined in CPUC D.06-01-024, or PG&E's net energy metering tariff.

(c) Seller's execution of this Agreement will not violate PUC Section 2821(d)(1) if applicable.

(d) Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that: (i) the Project qualifies and is certified by the CEC as an Eligible Renewable Energy Resource ("ERR") as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Project's output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law.

(e) Seller and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement the Renewable Energy Credits transferred to Buyer conform to the definition and attributes required for compliance with the California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation. To the extent a change in law occurs after execution of this Agreement that causes

this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law.

4.3.2 Covenant. Seller hereby covenants that throughout the Term of the Agreement, the Facility is, or will qualify prior to the Initial Energy Delivery Date, as an ERR, specifically, Seller and, if applicable, its successors, represents and warrants throughout the term of the Delivery Term of each Transaction entered into under this Agreement that: (a) the Unit(s) qualifies and is certified by the CEC as an Eligible Renewable Energy Resource; and (b) the Unit(s) output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law.

## 5. GENERAL CONDITIONS

5.1 Facility Care, Interconnection and Transmission Service. If PG&E does not deem Seller's existing interconnection service, equipment and agreement satisfactory for the delivery of energy under this Agreement, Seller shall execute a Small Generator Interconnection Agreement with PG&E's Generation Interconnection Services Department and pay and be responsible for designing, installing, operating, and maintaining the Facility in accordance with all applicable laws and regulations and shall comply with all applicable PG&E, CAISO, CPUC and FERC tariff provisions, including applicable interconnection and metering requirements. Seller shall also comply with any modifications, amendments or additions to the applicable tariff and protocols. During the Delivery Term, Seller shall arrange and pay independently for any and all necessary costs under any interconnection agreement with PG&E. To make deliveries to PG&E, Seller must maintain an interconnection agreement with PG&E in full force and effect.

5.2 Metering Requirements. Seller shall comply with all applicable rules in installing a meter appropriate for deliveries pursuant to the Full Buy/Sell or Excess Sale arrangement selected in paragraph 2.2, above, which can be electronically read daily by: (a) a telephone and modem; (b) an analog or digital phone connection; or (c) an internet portal address for PG&E's Energy Data Services ("EDS"). Seller shall be responsible for procuring and maintaining the communication link to electronically retrieve this metering data.

5.3 Standard of Care. Seller shall: (a) maintain and operate the Facility and Interconnection Facilities, except facilities installed by PG&E, in conformance with all applicable laws and regulations and in accordance with Good Utility Practices, as defined by PG&E's Wholesale Distribution Tariff and the CAISO Tariff, as they may be amended, supplemented or replaced (in whole or in part) from time to time; (b) obtain any governmental authorizations and permits required for the construction and operation

thereof; and (c) generate, schedule and perform transmission services in compliance with all applicable operating policies, criteria, rules, guidelines and tariffs and Good Utility Practices, as provided in clause (a) above. Seller shall reimburse PG&E for any and all losses, damages, claims, penalties, or liability PG&E incurs as a result of Seller's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of the Facility throughout the Term of this Agreement.

5.4 Access Rights. PG&E, its authorized agents, employees and inspectors shall have the right to inspect the Facility on reasonable advance notice during normal business hours and for any purposes reasonably connected with this Agreement or the exercise of any and all rights secured to PG&E by law, or its tariff schedules, PG&E Interconnection Handbook and rules on file with the CPUC. PG&E shall make reasonable efforts to coordinate its emergency activities with the Safety and Security Departments, if any, of the Facility operator. Seller shall keep PG&E advised of current procedures for communicating with the Facility operator's Safety and Security Departments.

5.5 Protection of Property. Each Party shall be responsible for protecting its own facilities from possible damage resulting from electrical disturbances or faults caused by the operation, faulty operation, or non-operation of the other Party's facilities and such other Party shall not be liable for any such damages so caused.

5.6 PG&E Performance Excuse; Seller Curtailment.

5.6.1 PG&E Performance Excuse. PG&E shall not be obligated to accept or pay for the Product from the Facility during a Dispatch Down Period, or Force Majeure, as defined in Appendix A.

5.6.2 Seller Curtailment. PG&E may require Seller to interrupt or reduce deliveries of energy: (a) when necessary to construct, install, maintain, repair, replace, remove, or investigate any of its equipment or part of PG&E's transmission system or distribution system or facilities; or (b) if PG&E or the CAISO determines that curtailment, interruption, or reduction is necessary because of a System Emergency, as defined in the CAISO Tariff, Forced Outage, Force Majeure as defined in Appendix A, or compliance with Good Utility Practice, as such term is defined in the CAISO Tariff.

5.7 Notices of Outages. Whenever possible, PG&E shall give Seller reasonable notice of the possibility that interruption or reduction of deliveries may be required.

5.8 Greenhouse Gas Emissions: During the Term, Seller acknowledges that a Governmental Authority may require Buyer to take certain actions with respect to greenhouse gas emissions *attributable to the generation of Energy*, including, but not limited to, reporting, registering, tracking, allocating for or accounting for such emissions. Promptly following Buyer's written request, Seller agrees to take all commercially reasonable actions and execute or provide any and all documents, information or

instruments *with respect to generation by the Project* reasonably necessary to permit Buyer to comply with such requirements, if any.

### 6. INDEMNITY

Each Party as indemnitor shall save harmless and indemnify the other Party and the directors, officers, and employees of such other Party against and from any and all loss and liability for injuries to persons including employees of either Party, and damages, including property of either Party, resulting from or arising out of: (a) the engineering, design, construction, maintenance, or operation of; or (b) the installation of replacements, additions, or betterments to the indemnitor's facilities. This indemnity and save harmless provision shall apply notwithstanding the active or passive negligence of the indemnitee. Neither Party shall be indemnified for liability or loss, resulting from its sole negligence or willful misconduct. The indemnitor shall, on the other Party's request, defend any suit asserting a claim covered by this indemnity and shall pay all costs, including reasonable attorney fees that may be incurred by the other Party in enforcing this indemnity.

### 7. LIMITATION OF DAMAGES

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED UNLESS EXPRESSLY HEREIN PROVIDED. NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. UNLESS EXPRESSLY HEREIN PROVIDED, AND SUBJECT TO THE PROVISIONS OF SECTION 6 (INDEMNITY), IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE.

### 8. NOTICES

Notices shall, unless otherwise specified herein, be in writing and may be delivered by hand delivery, United States mail, overnight courier service, facsimile or electronic messaging (e-mail). Whenever this Agreement requires or permits delivery of a "notice" (or requires a Party to "notify"), the Party with such right or obligation shall provide a written communication in the manner specified below. A notice sent by facsimile transmission or e-mail will be recognized and shall be deemed received on the Business Day on which such

notice was transmitted if received before 5 p.m. Pacific prevailing time (and if received after 5 p.m., on the next Business Day) and a notice by overnight mail or courier shall be deemed to have been received two (2) Business Days after it was sent or such earlier time as is confirmed by the receiving Party unless it confirms a prior oral communication, in which case any such notice shall be deemed received on the day sent. A Party may change its addresses by providing notice of same in accordance with this provision. All written notices shall be directed as follows:

**TO PG&E:** Pacific Gas and Electric Company  
Attention: Manager, Contract Management  
245 Market Street, Mail Code N12E  
San Francisco, CA 94177-0001

**TO SELLER:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 9. INSURANCE

### 9.1 General Liability Coverage.

9.1.1 Seller shall maintain during the performance hereof, General Liability Insurance<sup>2</sup> of not less than \$1,000,000 if the Facility's Nameplate is over 100 kW, \$500,000 if the Facility's Nameplate is over 20 kW to 100kW or \$100,000 if the Facility' Nameplate is 20 kW or below of combined single limit or equivalent for bodily injury, personal injury, and property damage as the result of any one occurrence.

9.1.2 General Liability Insurance shall include coverage for Premises-Operations, Owners and Contractors Protective, Products/Completed Operations Hazard, Explosion, Collapse, Underground, Contractual Liability, and Broad Form Property Damage including Completed Operations.

9.1.3 Such insurance shall provide for thirty (30) days written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.

### 9.2 Additional Insurance Provisions.

<sup>2</sup> Governmental agencies which have an established record of self-insurance may provide the required coverage through self-insurance.

9.2.1 Evidence of coverage described above in Paragraph 9.1 shall state that coverage provided in primary and is not excess to or contributing with any insurance or self-insurance maintained by PG&E.

9.2.2 PG&E shall have the right to inspect or obtain a copy of the original policy(ies) of insurance.

9.2.3 Seller shall furnish the required certificates and endorsements to PG&E prior to commencing operation.

9.2.4 All insurance certificates, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to the following:

Pacific Gas and Electric Company  
Attention: Manager, Insurance Department  
77 Beale Street, Room E280  
San Francisco, CA 94105

## 10. TERM, DEFAULT, TERMINATION EVENT AND TERMINATION

10.1 Term. The term of this Agreement shall commence upon the later of: (i) execution by the duly authorized representatives of each of PG&E and Seller; or (ii) when PG&E notifies Seller that PG&E can accommodate Seller's Facility in PG&E's proportionate share of the statewide cumulative total of 250 MW as specified in PUC Section 399.20(e), and shall remain in effect until the conclusion of the Delivery Term or unless terminated sooner pursuant to Section 10.3 of this Agreement (the "Term"). All indemnity rights shall survive the termination of this Agreement for twelve (12) months.

10.2 Termination Event. Buyer shall be entitled to terminate the Agreement upon the occurrence of any of the following, each of which is a "Termination Event":

(a) The Facility has not achieved Commercial Operation within eighteen (18) months of the Execution Date of this Agreement;

(b) Seller has not sold or delivered the Product from the Facility to PG&E for a period of twelve (12) consecutive months;

(c) Seller breaches its covenant to maintain its status as an ERR as set forth in Section 4.3.2. of the Agreement.

### 10.3 Termination.

10.3.1 Declaration of a Termination Event. If a Termination Event has occurred and is continuing, Buyer shall have the right to: (a) send notice, designating a day, no earlier than five days after such notice is deemed to be received (as provided in Section 8) and no later than 20 days after such notice is deemed to be received (as provided in Section 8), as an early termination date of this Agreement (“Early Termination Date”) unless Seller has timely communicated with Buyer and the Parties have agreed to resolve the circumstances giving rise to the termination Event; (b) accelerate all amounts owing between the Parties; and (c) terminate this Agreement and end the Delivery Term effective as of the Early Termination Date.

10.3.2 Release of Liability for Termination Event. Upon termination of this Agreement pursuant to Section 10.3.1, neither Party shall be under any further obligation or subject to liability hereunder, except with respect to the indemnity provision in Section 6 hereof, which shall remain in effect for a period of 12 months following the Early Termination Date.

## 11. SCHEDULING

11.1 Scheduling Obligations. PG&E shall be Seller’s designated Scheduling Coordinator (as defined by CAISO tariff). PG&E will schedule Seller’s project using Prudent Utility Practices and Seller shall employ Prudent Utility Practices and exercise reasonable efforts to operate and maintain its project. All generation interconnection and scheduling services shall be performed in accordance with all applicable operating policies, criteria, guidelines and tariffs of the CAISO or its successor, and any other generally accepted operational requirements. Seller, at its own expense, shall be responsible for complying with all applicable contractual, metering and interconnection requirements. Seller shall promptly notify PG&E of significant (i.e., greater than 100 kW) changes to its energy schedules using PG&E’s web site (see Appendix D). Seller will exercise reasonable efforts to comply with conditions that might arise if the CAISO modifies or amends its tariffs, standards, requirements, and/or protocols in the future.

### 11.2 CAISO Charges.

11.2.1 CAISO Charge Obligations. PG&E and Seller shall cooperate to minimize CAISO delivery imbalances and any resulting fees, liabilities, assessments or similar charges assessed by the CAISO (“CAISO Charges”) to the extent possible, and shall each promptly notify the other as soon as possible of any material loss of system capability, deviation or imbalance that is occurring or has occurred. Seller shall reimburse PG&E for any CAISO Charges PG&E incurs as a result of Seller’s loss of system capability, deviation or imbalance. Any such CAISO Charges reimbursable to PG&E shall be limited to the period until the commencement of the next settlement period following Seller’s notification for which the delivery schedule can be adjusted. Notwithstanding anything to the contrary herein, in the event Seller makes a change to its schedule on the actual date and time of delivery for any reason (other than an adjustment imposed by CAISO) which results in

differences between the project's actual generation and the scheduled generation (whether in part or in whole), Seller shall use reasonable efforts to notify PG&E. PG&E will make commercially reasonable efforts to accommodate Seller's changes and mitigate any imbalance penalties or charges levied for such changes.

11.2.2 CAISO Penalties. Seller shall be responsible for any "non-Performance Penalties" assessed to PG&E by the CAISO ("CAISO Penalties"), under the CAISO Tariff Enforcement Protocol, and not due to any fault of PG&E, which shall include, without limitation, any deviation, imbalance or uninstructed energy charges or penalties payable to the CAISO that are due to the fault of Seller. To the extent that Seller materially deviates from its energy schedules (other than an adjustment imposed by the CAISO, a deviation due to any fault of PG&E, or an excused Seller failure to deliver, whether for reasons of Force Majeure or otherwise), and such departure results in CAISO Penalties being assessed to PG&E, such CAISO Penalties shall be passed on to Seller. Any such CAISO Penalties passed on to Seller shall be limited to the period until the commencement of the next settlement period following Seller's notification (as described above) for which the delivery schedule can be adjusted.

## 12. CONFIDENTIALITY

Seller authorizes PG&E to release to the California Energy Commission ("CEC") and/or the CPUC information regarding the Facility, including the Seller's name and location, and the size, location and operational characteristics of the Facility, the Term, the ERR type, the Initial Energy Delivery Date and the net power rating of the Facility, as requested from time to time pursuant to the CEC's or CPUC's rules and regulations.

## 13. ASSIGNMENT

Neither Party shall assign this Agreement or its rights hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, either Party may, without the consent of the other Party (and without relieving itself from liability hereunder), transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof to its financing providers and the financing provider(s) shall assume the payment and performance obligations provided under this Agreement with respect to the transferring Party provided, however, that in each such case, any such assignee shall agree in writing to be bound by the terms and conditions hereof and so long as the transferring Party delivers such tax and enforceability assurance as the non-transferring Party may reasonably request.

## 14. GOVERNING LAW

This agreement and the rights and duties of the parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of California, without regard to principles of conflicts of law. To the extent enforceable at such time, each

party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this agreement.

#### 15. SEVERABILITY

If any provision in this Agreement is determined to be invalid, void or unenforceable by the CPUC or any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Agreement and the Parties shall use their best efforts to modify this Agreement to give effect to the original intention of the Parties.

#### 16. COUNTERPARTS

This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall be deemed one and the same Agreement. Delivery of an executed counterpart of this Agreement by facsimile or PDF transmission will be deemed as effective as delivery of an originally executed counterpart. Each Party delivering an executed counterpart of this Agreement by facsimile or PDF transmission will also deliver an originally executed counterpart, but the failure of any Party to deliver an originally executed counterpart of this Agreement will not affect the validity or effectiveness of this Agreement.

#### 17. GENERAL

The CPUC has reviewed and approved this Agreement. No amendment to or modification of this Agreement shall be enforceable unless reduced to writing and executed by both parties. This Agreement shall not impart any rights enforceable by any third party other than a permitted successor or assignee bound to this Agreement. Waiver by a Party of any default by the other Party shall not be construed as a waiver of any other default. The term “including” when used in this Agreement shall be by way of example only and shall not be considered in any way to be in limitation. The headings used herein are for convenience and reference purposes only.

# SECTION 399.20 POWER PURCHASE AGREEMENT

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IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed by its authorized representative as of the date of last signature provided below.

This agreement is effective when accepted and executed by PG&E.

	<b>PACIFIC GAS AND ELECTRIC COMPANY</b>
_____ Seller	_____
_____ Authorized by (Print)	_____ Authorized by (Print)
_____ Signature	_____ Signature
_____ Title	_____ Title
_____ Date	_____ Date

## **Appendix A**

### **DEFINITIONS**

“Business Day” means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday during the hours of 8:00 a.m. and 5:00 p.m. local time for the relevant Party’s principal place of business where the relevant Party in each instance shall be the Party from whom the notice, payment or delivery is being sent.

“CAISO” means the California Independent System Operator Corporation or any successor entity performing similar functions.

“CAISO Tariff” means the CAISO FERC Electric Tariff, Third Replacement Volume No. 1, as amended from time to time.

“California Renewables Portfolio Standard” means the renewable energy program and policies established by Senate Bill 1038 and 1078, codified in California Public Utilities Code Sections 399.11 through 399.20 and California Public Resources Code Sections 25740 through 25751, as such provisions may be amended or supplemented from time to time.

“CEC” means the California Energy Commission or its successor agency.

“Commercial Operation Date” means the date on which the Facility is operating and is in compliance with applicable interconnection and system protection requirements, and able to produce and deliver energy to PG&E pursuant to the terms of this Agreement.

“Contract Year” means a period of twelve (12) consecutive months with the first Contract Year commencing on the first day of the month immediately following the Initial Energy Delivery Date and each subsequent Contract Year commencing on the anniversary of the Initial Energy Delivery Date.

“CPUC” means the California Public Utilities Commission, or successor entity.

“Delivery Point” means the point of interconnection to the PG&E distribution or transmission system.

“Dispatch Down Period” means: (a) curtailments ordered by the CAISO or PG&E as a result of a System Emergency, as defined in the CAISO Tariff; or (b) scheduled or unscheduled maintenance on PG&E’s transmission, distribution or interconnection facilities that prevents Buyer from receiving Delivered Energy at the Delivery Point. Notwithstanding the foregoing sentence, Buyer shall have the option in its sole discretion to curtail Seller’s energy deliveries up to 50 (fifty) hours each calendar year.

“Eligible Renewable Energy Resource” or “ERR” has the meaning set forth in Public Utilities Code Sections 399.12 and California Public Resources Code Section 25741, as either code provision may be amended or supplemented from time to time.

“Execution Date” means the latest signature date found at the end of the Agreement.

“FERC” means the Federal Energy Regulatory Commission or any successor

government agency.

“Forced Outage” means any unplanned reduction or suspension of the electrical output from the Facility resulting in the unavailability of the Facility, in whole or in part, in response to a mechanical, electrical, or hydraulic control system trip or operator-initiated trip in response to an alarm or equipment malfunction and any other unavailability of the Facility for operation, in whole or in part, for maintenance or repair that is not a scheduled maintenance outage and not the result of Force Majeure.

“Force Majeure” means any event or circumstance which wholly or partly prevents or delays the performance of any material obligation arising under this Agreement, but only if and to the extent (i) such event is not within the reasonable control, directly or indirectly, of the Party seeking to have its performance obligation(s) excused thereby, (ii) the Party seeking to have its performance obligation(s) excused thereby has taken all reasonable precautions and measures to prevent or avoid such event or mitigate the effect of such event on such Party’s ability to perform its obligations under this Agreement and which by the exercise of due diligence such Party could not reasonably have been expected to avoid and which by the exercise of due diligence it has been unable to overcome, and (iii) such event is not the direct or indirect result of the negligence or the failure of, or caused by, the Party seeking to have its performance obligations excused thereby. Force Majeure shall not be based on: (i) PG&E’s inability economically to use or resell the energy or capacity purchased hereunder; (ii) Seller’s ability to sell the energy, capacity or other benefits produced by or associated with the Facility at a price greater than the price set forth in this Agreement, (iii) Seller’s inability to obtain approvals of any type for the construction, operation, or maintenance of the Facility; (iv) Seller’s inability to obtain sufficient fuel to operate the Facility, except if Seller’s inability to obtain sufficient fuel is caused by an event of Force Majeure of the specific type described in any of subsections (i) through (iv) of this definition of Force Majeure; (v) a Forced Outage except where such Forced Outage is caused by an event of Force Majeure of the specific type described in any of subsections (i) through (iv) of this definition of Force Majeure; (vi) a strike or labor dispute limited only to Seller, Seller’s affiliates, the Engineering, Procurement, and Construction Contractor or subcontractors thereof; or (vii) any equipment failure not caused by an event of Force Majeure of the specific type described in any of subsections (i) through (iv) of this definition of Force Majeure.

“Green Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Project, and its avoided emission of pollutants. Green Attributes include but are not limited to Renewable Energy Credits, as well as: (1) any avoided emission of pollutants to the air, soil or water such as sulfur oxides (SO<sub>x</sub>), nitrogen oxides (NO<sub>x</sub>), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering

the Earth's climate by trapping heat in the atmosphere;<sup>3</sup> (3) the reporting rights to these avoided emissions, such as Green Tag Reporting Rights. Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser's discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of Energy. Green Attributes do not include (i) any energy, capacity, reliability or other power attributes from the Project, (ii) production tax credits associated with the construction or operation of the Project and other financial incentives in the form of credits, reductions, or allowances associated with the project that are applicable to a state or federal income taxation obligation, (iii) fuel-related subsidies or "tipping fees" that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, or (iv) emission reduction credits encumbered or used by the Project for compliance with local, state, or federal operating and/or air quality permits. If the Project is a biomass or biogas facility and Seller receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributed to its fuel usage, it shall provide Buyer with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from the Project.

"Law" means any statute, law, treaty, rule, regulation, ordinance, code, permit, enactment, injunction, order, writ, decision, authorization, judgment, decree or other legal or regulatory determination or restriction by a court or Governmental Authority of competent jurisdiction, including any of the foregoing that are enacted, amended, or issued after the Execution Date, and which becomes effective during the Delivery Term; or any binding interpretation of the foregoing. "Market Price Referent" means the market price referent applicable to this Agreement, as determined by the CPUC in accordance with Public Utilities Code Section 399.15(c), as may be amended or modified from time to time.

"Nameplate" has the meaning set forth in Section 2.1.4.

"Product" means the Energy (net of Station Use), capacity and all ancillary products, services or attributes similar to the foregoing which are or can be produced by or associated with the Facility, including, without limitation, renewable attributes, Renewable Energy Credits, Resource Adequacy Benefits and Green Attributes.

"Renewable Energy Credit" has the meaning set forth in Public Utilities Code Section 399.12(h), as may be amended from time to time or as further defined or supplemented by

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<sup>3</sup> Avoided emissions may or may not have any value for GHG compliance purposes. Although avoided emissions are included in the list of Green Attributes, this inclusion does not create any right to use those avoided emissions to comply with any GHG regulatory program.

Law.

“Resource Adequacy Benefits” means the rights and privileges attached to the Facility that satisfy any entity’s resource adequacy obligations, as those obligations are set forth in any Resource Adequacy Rulings and shall include any local, zonal or otherwise locational attributes associated with the Facility.

“Resource Adequacy Rulings” means CPUC Decisions 04-01-050, 04-10-035, 05-10-042, 06-06-064, 06-07-031 and any subsequent CPUC ruling or decision, or any other resource adequacy laws, rules or regulations enacted, adopted or promulgated by any applicable governmental authority, as such decisions, rulings, laws, rules or regulations may be amended or modified from time-to-time during the Delivery Term.

“Station Use” means energy consumed within the Facility’s electric energy distribution system as losses, as well as energy used to operate the Facility’s auxiliary equipment. The auxiliary equipment may include, but is not limited to, forced and induced draft fans, cooling towers, boiler feeds pumps, lubricating oil systems, plant lighting, fuel handling systems, control systems, and sump pumps.

“WREGIS” means the Western Renewable Energy Generating Information System or any successor renewable energy tracking program.

“WREGIS Certificate Deficit” has the meaning set forth in Section 3.2.

**Appendix B**  
**INITIAL ENERGY DELIVERY DATE CONFIRMATION  
LETTER**

In accordance with the terms of that certain Section 399.20 Power Purchase Agreement dated \_\_\_\_\_ (“Agreement”) by and between Pacific Gas and Electric Company (“PG&E”) and \_\_\_\_\_ (“Seller”), this letter serves to document the parties further agreement that (i) the conditions precedent to the occurrence of the Initial Energy Delivery Date have been satisfied, and (ii) Seller has scheduled and PG&E has received the energy, as specified in the Agreement, as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. This letter shall confirm the Initial Energy Delivery Date, as defined in the Agreement, as the date referenced in the preceding sentence.

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed by its authorized representative as of the date of last signature provided below:

By:	By: Pacific Gas and Electric Company
Signed: _____	Signed: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

**Appendix C  
Time of Delivery (TOD) Periods & Factors**

<b>Monthly Period</b>	<b>Super-Peak<sup>1</sup></b>	<b>Shoulder<sup>2</sup></b>	<b>Night<sup>3</sup></b>
Jun – Sep	2.38	1.12	0.59
Oct.- Dec., Jan. & Feb.	1.10	.94	0.66
Mar. – May	1.22	0.90	0.61

Definitions:

1. Super-Peak (5x8) = HE (Hours Ending) 13 – 20 (Pacific Prevailing Time (PPT)), Monday - Friday (*except* NERC holidays) in the applicable Monthly Period.
2. Shoulder = HE 7 - 12, 21 and 22 PPT, Monday - Friday (*except* NERC holidays); and HE 7 - 22 PPT Saturday, Sunday and *all* NERC holidays in the applicable Monthly Period.
3. Night (7x8) = HE 1 - 6, 23 and 24 PPT all days (*including* NERC holidays) in the applicable Monthly Period.

“NERC Holidays” mean the following holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Three of these days, Memorial Day, Labor Day, and Thanksgiving Day occur on the same day each year. Memorial Day is the last Monday in May; Labor Day is the first Monday in September; and Thanksgiving Day is the 4th Thursday in November. New Year’s Day, Independence Day, and Christmas Day, by definition, are predetermined dates each year. However, in the event they occur on a Sunday, the “NERC Holiday” is celebrated on the Monday immediately following that Sunday. However, if any of these days occur on a Saturday, the “NERC Holiday” remains on that Saturday.

**Appendix D**

**COUNTERPARTY NOTIFICATION AND FORECASTING  
REQUIREMENTS**

**A. NOTIFICATION REQUIREMENTS FOR START-UP AND SHUTDOWN**

Prior to paralleling to or after disconnecting from the electric system, ALWAYS notify your designated Distribution Operator as follows:

1. Call your Distribution Operator for permission to parallel before any start-up.
2. Call your Distribution Operator again after start-up with parallel time.
3. Call your Distribution Operator after any separation and report separation time as well as date and time estimate for return to service.

**B. FORECASTING REQUIREMENTS**

1. Seller shall abide with all established requirements and procedures described below:

(a) Generating Facilities 1000 kW and greater must comply with the CAISO Tariff and Protocols while generating facilities under 1000 kW must comply with all applicable interconnection, communication and metering rules; and

(b) Generating Facilities 100 kW and greater must provide a weekly forecast of their expected generation output.

2. Weekly Energy Forecasting Procedures.

Seller must meet all of the following requirements specified below:

Beginning the Wednesday prior to the planned Initial Operation of the Generating Facility, Seller will electronically provide PG&E with an Energy Forecast for the next calendar week, by no later than 5 PM Wednesday of the week preceding the week covered by the Energy Forecast.

The Weekly Energy Forecast submitted to PG&E shall:

- a) Not include any anticipated or expected electric energy losses;
- b) Be submitted using PG&E's website at <https://www.pge.com/qic>, or as otherwise instructed by PG&E;
- c) Include Seller's contact information;

d) Limit Day Ahead forecast changes to no less than 100 kW.

3. Outage and Scheduled Maintenance Reporting Procedures.

Submit outage information by posting on PG&E's website at <https://www.pge.com/qic> . If the website is unavailable, implement the procedures set forth below:

For project outages, complete the specifics below and submit by email to [DAenergy@pge.com](mailto:DAenergy@pge.com) and [Bilat\\_Settlements@pge.com](mailto:Bilat_Settlements@pge.com)

Email subject Field: dd/mm/yyyy – dd/mm/yyyy XYZ Company Project #2 Outage Notification

Email body:

Type of Outage: Planned Outage, Forced Outage, Prolonged Outage

Start Date and Start Time

Estimated or Actual End Date and End Time

Date and time when reported to PG&E and name(s) of PG&E representative(s) contacted.

**C. CHANGES TO OPERATING PROCEDURES.**

Seller understands and acknowledges that the specified transmission and scheduling mechanisms, metering requirements, Forecasting , Outage and Scheduling Maintenance Reporting Procedures described therein are subject to change by Buyer from time to time and, upon receipt of Notice of any such changes, Seller agrees to work in good faith to implement any such changes as reasonably deemed necessary by Buyer; provided that such change does not result in an increase cost of performance to Seller hereunder other than de minimis amounts.

## **Appendix E**

Attach a description of the Facility, including a summary of its significant components, a drawing showing the general arrangements of the Facility, and a single line diagram illustrating the interconnection of the Facility and loads with PG&E's electric distribution or transmission system.



**Electric Sample Form No. 79-1103**  
Small Renewable Generator Power Purchase Agreement

(T)

**Please Refer to Attached  
Sample Form**

Advice Letter No: 4141-E  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



# SMALL RENEWABLE GENERATOR POWER PURCHASE AGREEMENT

DISTRIBUTION:

REFERENCE:

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

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PACIFIC GAS AND ELECTRIC COMPANY, a California Corporation (“PG&E” or “Buyer”), and \_\_\_\_\_ (“Seller”) hereby enter into this Power Purchase Agreement (“Agreement”). Seller and PG&E are sometimes referred to in this Agreement jointly as “Parties” or individually as “Party.” In consideration of the mutual promises and obligations stated in this Agreement and its appendices, the Parties agree as follows:

## 1. DOCUMENTS INCLUDED; DEFINED TERMS

This Agreement includes the following appendices, which are specifically incorporated herein and made a part of this Agreement.

- Appendix A - Definitions
- Appendix B - Initial Energy Delivery Date Confirmation Letter
- Appendix C - Time of Delivery (“TOD”) Periods and Factors
- Appendix D - Counterparty Notification Requirements for Outage and Generation Schedule Changes
- Appendix E - Description of the Facility

## 2. SELLER’S GENERATING FACILITY, PURCHASE PRICES AND PAYMENT

2.1 Facility. This Agreement governs PG&E’s purchase of the Product from the electrical generating facility (hereinafter referred to as the “Facility” or “Unit” or “Project”) as described in this Section.

2.1.1 The Facility is located at:

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\_\_\_\_\_ County, California.

2.1.2 The Facility is named \_\_\_\_\_.

2.1.3 The Facility’s primary fuel is \_\_\_\_\_ [i.e. biogas, hydro, etc.].

# SMALL RENEWABLE GENERATOR POWER PURCHASE AGREEMENT

2.1.4 The Facility has a Nameplate of \_\_\_\_ kilowatts (“kW”), at unity power factor at 60 degrees Fahrenheit at sea level and has a primary voltage level of \_\_\_\_ kilovolts (“kV”). Seller shall not modify the Facility to increase the Nameplate without the prior written consent of PG&E. The Nameplate will be net of any Station Use, or in the case of solar it will be net of any inverter losses. The Nameplate will not exceed 1,500 kW.

2.1.5 The Facility is connected to the PG&E electric system at \_\_\_\_ kV.

2.1.6 If not already capable of delivering energy on the Execution Date, the Facility’s scheduled Commercial Operation Date is \_\_\_\_\_.

2.1.7 A description of the Facility, including a summary of its significant components, a drawing showing the general arrangements of the Facility, and a single line diagram illustrating the interconnection of the Facility and loads with PG&E’s electric distribution or transmission system, is attached and incorporated herein as Appendix E.

2.1.8 The name and address PG&E uses to locate the electric service account(s) and premises used to interconnect the Facility with PG&E’s distribution systems is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2.2 Transaction. During the Delivery Term of this Agreement, as provided in Section 2.3, Seller shall sell and deliver, or cause to be delivered, and PG&E shall purchase and receive, or cause to be received, the Product from the Facility, up to 1,500 kW, at the Delivery Point, as defined pursuant to Section 5.1, pursuant to Seller’s election of a (check one)  full buy/sell or  excess sale arrangement as described in paragraphs 2.2.1 and 2.2.2 below. PG&E shall pay Seller the Contract Price, set forth in Section 2.4, in accordance with the terms hereof. In no event shall Seller have the right to procure the Product from sources other than the Facility for sale or delivery to PG&E under this Agreement or substitute such Product. PG&E shall have no obligation to receive or purchase the Product from Seller prior to the Initial Energy Delivery Date, as defined in Section 2.3, or after the end of the Delivery Term, as defined in Section 2.3.

2.2.1 Full Buy/Sell. Seller agrees to sell to PG&E the Facility’s gross output in kilowatt-hours, net of Station Use and transformation and transmission losses to the Delivery Point into the PG&E system, together with all Green Attributes and Resource

Adequacy Benefits. Seller shall purchase all energy required to serve the Facility’s on-site load, net of Station Use, from PG&E pursuant to PG&E’s applicable retail rate schedule.

2.2.2 Excess Sale. Seller agrees to sell to PG&E the Facility’s gross output in kilowatt-hours, net of Station Use and any on-site use by Seller and transformation and transmission losses to the Delivery Point into the PG&E system. Seller agrees to convey to PG&E all Green Attributes and Resource Adequacy Benefits associated with the energy sold to PG&E.

2.3 Delivery Term. The Seller shall deliver the Product from the Facility to PG&E for a period of (check one)  ten (10),  fifteen (15), or  twenty (20) Contract Years (“Delivery Term”), which shall commence on the first date on which energy is delivered from the Facility to PG&E (“Initial Energy Delivery Date”) under this Agreement and continue until the end of the last Contract Year unless terminated by the terms of this Agreement. The Initial Energy Delivery Date shall occur only when all of the following conditions have been satisfied:

(i) the Commercial Operation Date has occurred, if the Facility was not in operation prior to the Execution Date of this Agreement;

(ii) the Facility’s status as an Eligible Renewable Energy Resource, is demonstrated by Seller’s receipt of certification from the California Energy Commission (“CEC”) and is registered in WREGIS; and

(iii) as evidence of the Initial Energy Delivery Date, the Parties shall execute and exchange the “Initial Energy Delivery Date Confirmation Letter” attached hereto as Appendix B on the Initial Energy Delivery Date.

2.4 Contract Price. PG&E shall pay Seller for each kilowatt hour (“kWh”) of the Product delivered to PG&E during each Contract Year for the Delivery Term at the applicable Market Price Referent specified below for the Facility’s actual Commercial Operation Date. Payment shall be adjusted by the appropriate Time of Delivery (“TOD”) factor listed in Appendix C.

<b>Adopted 2011 Market Price Referents - Long-Term Contracts<sup>1</sup></b>			
<b>(Nominal - dollars/kWh)</b>			
<b>Resource Type</b>	<b>10-Year</b>	<b>15-Year</b>	<b>20-Year</b>

<sup>1</sup> Note: Using 2011 as the base year, Staff calculates MPRs for 2012-2023 that reflect different project online dates. Link to 2011 MPR Model: <http://www.cpuc.ca.gov/PUC/energy/Renewables/mpr>

## SMALL RENEWABLE GENERATOR POWER PURCHASE AGREEMENT

2012 Baseload MPR	0.07688	0.08352	0.08956
2013 Baseload MPR	0.08103	0.08775	0.09375
2014 Baseload MPR	0.08454	0.09151	0.09756
2015 Baseload MPR	0.08804	0.09520	0.10132
2016 Baseload MPR	0.09156	0.09883	0.10509
2017 Baseload MPR	0.09488	0.10223	0.10859
2018 Baseload MPR	0.09831	0.10570	0.11218
2019 Baseload MPR	0.10186	0.10928	0.11587
2020 Baseload MPR	0.10550	0.11296	0.11965
2021 Baseload MPR	0.10916	0.11675	0.12354
2022 Baseload MPR	0.11299	0.12067	0.12752
2023 Baseload MPR	0.11691	0.12469	0.13160

2.5 **Billing.** PG&E shall pay Seller by check or Automated Clearing House transfer within approximately thirty (30) days of the meter reading date if the value of the purchased Product in a month is at least fifty dollars (\$50); if less, PG&E may pay Seller quarterly. PG&E shall have the right, but not the obligation, to read the Facility’s meter on a daily basis.

2.6 **Title and Risk of Loss.** Title to and risk of loss related to the Product from the Facility shall transfer from Seller to PG&E at the Delivery Point. Seller warrants that it will deliver to PG&E the Product from the Facility free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any person arising prior to the Delivery Point.

2.7 **No Additional Incentives.** Seller agrees that during the Term of this Agreement, Seller shall not seek additional compensation or other benefits pursuant to the Self-Generation Incentive Program, as defined in California Public Utilities Commission (“CPUC”) Decision (“D.”) 01-03-073, the California Solar Initiative, as defined in CPUC D.06-01-024, PG&E’s net energy metering tariff, or other similar California ratepayer subsidized program relating to energy production with respect to the Facility.

2.8 **Private Energy Producer.** Seller agrees to provide to Buyer copies of each of the documents identified in California Public Utilities Code (“PUC”) Section 2821(d)(1), if applicable, as may be amended from time to time, as evidence of Seller’s compliance with such PUC section. Such documentation shall be provided to Buyer within thirty (30) days of Seller’s receipt of written request.

### 3. GREEN ATTRIBUTES; RESOURCE ADEQUACY BENEFITS; EIRP REQUIREMENTS; ERR REQUIREMENTS

3.1 Green Attributes. Seller hereby provides and conveys all Green Attributes associated with all electricity generation from the Project to Buyer as part of the Product being delivered. Seller represents and warrants that Seller holds the rights to all Green Attributes from the Project, and Seller agrees to convey and hereby conveys all such Green Attributes to Buyer as included in the delivery of the Product from the Project.

3.2 WREGIS. Prior to the Initial Energy Delivery Date, Seller shall register the Facility in WREGIS and take all other actions necessary to ensure that the energy produced from the Facility is tracked for purposes of satisfying the California Renewables Portfolio Standard requirements, as may be amended or supplemented by the CPUC or CEC from time to time. Seller warrants that all it shall take all necessary steps to ensure the Renewable Energy Credits transferred to Buyer under this Agreement are tracked in WREGIS and transferred in a timely manner to Buyer through WREGIS for purposes of satisfying Buyer's California Renewables Portfolio Standard Requirements, as may be amended or supplemented by the CPUC or CEC from time to time.

3.2.1 A "WREGIS Certificate Deficit" means any deficit or shortfall in WREGIS Certificates delivered to Buyer for a calendar month as compared to the metered energy for the same calendar month ("Deficient Month"). If any WREGIS Certificate Deficit is caused, or the result of any action or inaction, by Seller, then the amount of the Product in the Deficient Month shall be reduced by the amount of the WREGIS Certificate Deficit for the purposes of calculating Buyer's payment(s) to Seller. Any amount owed by Seller to Buyer because of a WREGIS Certificate Deficit shall be made as an adjustment to Seller's next monthly invoice to Buyer, and Buyer shall net such amount against Buyer's subsequent payment(s) to Seller.

3.2.2 Seller warrants that all necessary steps to allow the Renewable Energy Credits transferred to Buyer to be tracked in the Western Renewable Energy Generation Information System will be taken prior to the first delivery under the contract.

3.3 Resource Adequacy Benefits. In accordance with PUC Section 399.20(g), Seller conveys to PG&E all Resource Adequacy Benefits attributable to the physical generating capacity of Seller's Facility to enable PG&E to count such capacity towards PG&E's resource adequacy requirement for purposes of PUC Section 380. Seller shall take all reasonable actions and execute documents and instructions necessary to enable Buyer to secure Resource Adequacy Benefits; Seller shall comply with all applicable reporting requirements.

3.4 Eligible Renewable Resource. Seller will use commercially reasonable efforts to achieve and maintain status as an Eligible Renewable Energy Resource or ERR per the meaning set forth in California Public Utilities Code Section 399.12 and California Public Resources Code Section 25741, as either code provision is amended or supplemented from time to time.

*[The following Section 3.5 Eligible Intermittent Resources Protocol Requirements applies only to Facilities greater than 1.0 MW]*

3.5 Eligible Intermittent Resources Protocol (“EIRP”) Requirements. Seller shall provide Buyer with a copy of the notice from CAISO certifying the Facility as a Participating Intermittent Resource as soon as practicable after Seller’s receipt of such notice of certification. Following such certification: (i) Seller at its sole cost shall participate in and comply with EIRP and all additional protocols issued by the CAISO relating to Participating Intermittent Resources (as defined in the CAISO Tariff), and (ii) Buyer in its limited capacity as Seller’s Scheduling Coordinator shall facilitate communication with the CAISO and provide other administrative materials to the CAISO as necessary to satisfy Seller’s obligations and to the extent such actions are at *de minimis* cost to Buyer.

#### 4. REPRESENTATION AND WARRANTIES; COVENANTS

4.1 Representations and Warranties. On the Execution Date, each Party represents and warrants to the other Party that:

4.1.1 it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;

4.1.2 the execution, delivery and performance of this Agreement is within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it;

4.1.3 this Agreement and each other document executed and delivered in accordance with this Agreement constitutes its legally valid and binding obligation enforceable against it in accordance with its terms;

4.1.4 it is not bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming bankrupt;

4.1.5 there is not pending or, to its knowledge, threatened against it or any of its affiliates any legal proceedings that could materially adversely affect its ability to perform its obligations under this Agreement; and

4.1.6 it is acting for its own account, has made its own independent decision to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the other Party in so doing, and is capable of assessing the merits of, and understands and accepts, the terms, conditions and risks of this Agreement.

4.2 General Covenants. Each Party covenants that throughout the Term of this Agreement:

4.2.1 it shall continue to be duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;

4.2.2 it shall maintain (or obtain from time to time as required, including through renewal, as applicable) all regulatory authorizations necessary for it to legally perform its obligations under this Agreement; and

4.2.3 it shall perform its obligations under this Agreement in a manner that does not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it.

4.3 Seller Representation and Warranty and Covenant.

4.3.1 Representation and Warranty. In addition to the representations and warranties specified in Section 4.1, Seller makes the following additional representations and warranties as of the Execution Date:

(a) The Facility has not received an incentive under the Self-Generation Incentive Program, as defined in CPUC D.01-03-073, the California Solar Initiative, as defined in CPUC D.06-01-024, or PG&E's net energy metering tariff.

(b) Seller's execution of this Agreement will not violate PUC Section 2821(d)(1) if applicable.

(c) Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that: (i) the Project qualifies and is certified by the CEC as an Eligible Renewable Energy Resource ("ERR") as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Project's output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law.

(d) Seller and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement the Renewable Energy Credits transferred to Buyer conform to the definition and attributes required for compliance with the California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation. To the extent a change in law occurs after execution of this Agreement that causes

this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law.

4.3.2 Covenant. Seller hereby covenants that throughout the Term of the Agreement, the Facility is, or will qualify prior to the Initial Energy Delivery Date, as an ERR, specifically, Seller and, if applicable, its successors, represents and warrants throughout the term of the Delivery Term of each Transaction entered into under this Agreement that: (a) the Unit(s) qualifies and is certified by the CEC as an Eligible Renewable Energy Resource; and (b) the Unit(s) output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law.

## 5. GENERAL CONDITIONS

5.1 Facility Care, Interconnection and Transmission Service. Seller shall execute a Small Generator Interconnection Agreement with PG&E's Generation Interconnection Services Department and pay and be responsible for designing, installing, operating, and maintaining the Facility in accordance with all applicable laws and regulations and shall comply with all applicable PG&E, CAISO, CPUC and FERC tariff provisions, including applicable interconnection and metering requirements. Seller shall also comply with any modifications, amendments or additions to the applicable tariff and protocols. During the Delivery Term, Seller shall arrange and pay independently for any and all necessary costs under any interconnection agreement with PG&E. To make deliveries to PG&E, Seller must maintain an interconnection agreement with PG&E in full force and effect.

5.2 Metering Requirements. Seller shall comply with all applicable rules in installing a meter appropriate for deliveries pursuant to the Full Buy/Sell or Excess Sale arrangement selected in paragraph 2.2, above, which can be electronically read daily by: (a) a telephone and modem; (b) an analog or digital phone connection; or (c) an internet portal address for PG&E's Energy Data Services ("EDS"). Seller shall be responsible for procuring and maintaining the communication link to electronically retrieve this metering data.

5.3 Standard of Care. Seller shall: (a) maintain and operate the Facility and Interconnection Facilities, except facilities installed by PG&E, in conformance with all applicable laws and regulations and in accordance with Good Utility Practices, as defined by PG&E's Wholesale Distribution Tariff and the CAISO Tariff, as they may be amended, supplemented or replaced (in whole or in part) from time to time; (b) obtain any governmental authorizations and permits required for the construction and operation

thereof; and (c) generate, schedule and perform transmission services in compliance with all applicable operating policies, criteria, rules, guidelines and tariffs and Good Utility Practices, as provided in clause (a) above. Seller shall reimburse PG&E for any and all losses, damages, claims, penalties, or liability PG&E incurs as a result of Seller's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of the Facility throughout the Term of this Agreement.

5.4 Access Rights. PG&E, its authorized agents, employees and inspectors shall have the right to inspect the Facility on reasonable advance notice during normal business hours and for any purposes reasonably connected with this Agreement or the exercise of any and all rights secured to PG&E by law, or its tariff schedules, PG&E Interconnection Handbook, and rules on file with the CPUC. PG&E shall make reasonable efforts to coordinate its emergency activities with the Safety and Security Departments, if any, of the Facility operator. Seller shall keep PG&E advised of current procedures for communicating with the Facility operator's Safety and Security Departments.

5.5 Protection of Property. Each Party shall be responsible for protecting its own facilities from possible damage resulting from electrical disturbances or faults caused by the operation, faulty operation, or non-operation of the other Party's facilities and such other Party shall not be liable for any such damages so caused.

5.6 PG&E Performance Excuse; Seller Curtailment.

5.6.1 PG&E Performance Excuse. PG&E shall not be obligated to accept or pay for the Product from the Facility during a Dispatch Down Period, or Force Majeure, as defined in Appendix A.

5.6.2 Seller Curtailment. PG&E may require Seller to interrupt or reduce deliveries of energy: (a) when necessary to construct, install, maintain, repair, replace, remove, or investigate any of its equipment or part of PG&E's transmission system or distribution system or facilities; or (b) if PG&E or the CAISO determines that curtailment, interruption, or reduction is necessary because of a System Emergency, as defined in the CAISO Tariff, Forced Outage, Force Majeure as defined in Appendix A, or compliance with Good Utility Practice, as such term is defined in the CAISO Tariff.

5.7 Notices of Outages. Whenever possible, PG&E shall give Seller reasonable notice of the possibility that interruption or reduction of deliveries may be required.

5.8 Greenhouse Gas Emissions: During the Term, Seller acknowledges that a Governmental Authority may require Buyer to take certain actions with respect to greenhouse gas emissions attributable to the generation of energy, including, but not limited to, reporting, registering, tracking, allocating for or accounting for such emissions. Promptly following Buyer's written request, Seller agrees to take all commercially

reasonable actions and execute or provide any and all documents, information or instruments with respect to generation by the Facility reasonably necessary to permit Buyer to comply with such requirements, if any.

## 6. INDEMNITY

Each Party as indemnitor shall save harmless and indemnify the other Party and the directors, officers, and employees of such other Party against and from any and all loss and liability for injuries to persons including employees of either Party, and damages, including property of either Party, resulting from or arising out of: (a) the engineering, design, construction, maintenance, or operation of; or (b) the installation of replacements, additions, or betterments to the indemnitor's facilities. This indemnity and save harmless provision shall apply notwithstanding the active or passive negligence of the indemnitee. Neither Party shall be indemnified for liability or loss, resulting from its sole negligence or willful misconduct. The indemnitor shall, on the other Party's request, defend any suit asserting a claim covered by this indemnity and shall pay all costs, including reasonable attorney fees that may be incurred by the other Party in enforcing this indemnity.

## 7. LIMITATION OF DAMAGES

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED UNLESS EXPRESSLY HEREIN PROVIDED. NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. UNLESS EXPRESSLY HEREIN PROVIDED, AND SUBJECT TO THE PROVISIONS OF SECTION 6 (INDEMNITY), IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE.

## 8. NOTICES

Notices shall, unless otherwise specified herein, be in writing and may be delivered by hand delivery, United States mail, overnight courier service, facsimile or electronic messaging (e-mail). Whenever this Agreement requires or permits delivery of a "notice" (or requires a Party to "notify"), the Party with such right or obligation shall provide a written

communication in the manner specified below. A notice sent by facsimile transmission or e-mail will be recognized and shall be deemed received on the Business Day on which such notice was transmitted if received before 5 p.m. Pacific prevailing time (and if received after 5 p.m., on the next Business Day) and a notice by overnight mail or courier shall be deemed to have been received two (2) Business Days after it was sent or such earlier time as is confirmed by the receiving Party unless it confirms a prior oral communication, in which case any such notice shall be deemed received on the day sent. A Party may change its addresses by providing notice of same in accordance with this provision. All written notices shall be directed as follows:

**TO PG&E:** Pacific Gas and Electric Company  
Attention: Manager, Contract Management  
245 Market Street, Mail Code N12E  
San Francisco, CA 94177-0001

**TO SELLER:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. INSURANCE

9.1 General Liability Coverage.

9.1.1 Seller shall maintain during the performance hereof, General Liability Insurance<sup>2</sup> of not less than \$1,000,000 if the Facility's Nameplate is over 100 kW, \$500,000 if the Facility's Nameplate is over 20 kW to 100kW or \$100,000 if the Facility's Nameplate is 20 kW or below of combined single limit or equivalent for bodily injury, personal injury, and property damage as the result of any one occurrence.

9.1.2 General Liability Insurance shall include coverage for Premises-Operations, Owners and Contractors Protective, Products/Completed Operations Hazard, Explosion, Collapse, Underground, Contractual Liability, and Broad Form Property Damage including Completed Operations.

9.1.3 Such insurance shall provide for thirty (30) days written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.

<sup>2</sup> Governmental agencies which have an established record of self-insurance may provide the required coverage through self-insurance.

9.2 Additional Insurance Provisions.

9.2.1 Evidence of coverage described above in Paragraph 9.1 shall state that coverage provided in primary and is not excess to or contributing with any insurance or self-insurance maintained by PG&E.

9.2.2 PG&E shall have the right to inspect or obtain a copy of the original policy(ies) of insurance.

9.2.3 Seller shall furnish the required certificates and endorsements to PG&E prior to commencing operation.

9.2.4 All insurance certificates, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to the following:

Pacific Gas and Electric Company  
Attention: Manager, Insurance Department  
77 Beale Street, Room E280  
San Francisco, CA 94105

10. **TERM, DEFAULT, TERMINATION EVENT AND TERMINATION**

10.1 Term. The term of this Agreement shall commence upon execution by the duly authorized representatives of each of PG&E and Seller and shall remain in effect until the conclusion of the Delivery Term or unless terminated sooner pursuant to Section 10.3 of this Agreement (the "Term"). All indemnity rights shall survive the termination of this Agreement for twelve (12) months.

10.2 Termination Event. Buyer shall be entitled to terminate the Agreement upon the occurrence of any of the following, each of which is a "Termination Event":

(a) The Facility has not achieved Commercial Operation within eighteen (18) months of the Execution Date of this Agreement;

(b) Seller has not sold or delivered the Product from the Facility to PG&E for a period of twelve (12) consecutive months;

(c) Seller breaches its covenant to maintain its status as an ERR as set forth in Section 4.3.2 of the Agreement.

### 10.3 Termination.

10.3.1 Declaration of a Termination Event. If a Termination Event has occurred and is continuing, Buyer shall have the right to: (a) send notice, designating a day, no earlier than five (5) days after such notice is deemed to be received (as provided in Section 8) and no later than twenty (20) days after such notice is deemed to be received (as provided in Section 8), as an early termination date of this Agreement (“Early Termination Date”) unless Seller has timely communicated with Buyer and the Parties have agreed to resolve the circumstances giving rise to the Termination Event; (b) accelerate all amounts owing between the Parties; and (c) terminate this Agreement and end the Delivery Term effective as of the Early Termination Date.

10.3.2 Release of Liability for Termination Event. Upon termination of this Agreement pursuant to Section 10.3.1, neither Party shall be under any further obligation or subject to liability hereunder, except with respect to the indemnity provision in Section 6 hereof, which shall remain in effect for a period of twelve (12) months following the Early Termination Date.

## 11. SCHEDULING

11.1 Scheduling Obligations. PG&E shall be Seller’s designated Scheduling Coordinator (as defined by CAISO Tariff). PG&E will schedule Seller’ project using Prudent Utility Practices and Seller shall employ Prudent Utility Practices and exercise reasonable efforts to operate and maintain its project. All generation interconnection and scheduling services shall be performed in accordance with all applicable operating policies, criteria, guidelines and tariffs of the CAISO or its successor, and any other generally accepted operational requirements. Seller, at it’s own expense, shall be responsible for complying with all applicable contractual, metering and interconnection requirements. Seller shall promptly notify PG&E of significant (i.e., greater than 100 kW) changes to its energy schedules using PG&E’s web site (see Appendix D). Seller will exercise reasonable efforts to comply with conditions that might arise if the CAISO modifies or amends its tariffs, standards, requirements, and/or protocols in the future.

### 11.2 CAISO Charges.

11.2.1 CAISO Charge Obligations. PG&E and Seller shall cooperate to minimize CAISO delivery imbalances and any resulting fees, liabilities, assessments or similar charges assessed by the CAISO (“CAISO Charges”) to the extent possible, and shall each promptly notify the other as soon as possible of any material loss of system capability, deviation or imbalance that is occurring or has occurred. Seller shall reimburse PG&E for any CAISO Charges that PG&E incurs as a result of Seller’s loss of system capability, deviation, or imbalance. Any such CAISO Charges reimbursable to PG&E shall be limited to the period until the commencement of the next settlement period following Seller’s

notification for which the delivery schedule can be adjusted. Notwithstanding anything to the contrary herein, in the event Seller makes a change to its schedule on the actual date and time of delivery for any reason (other than an adjustment imposed by CAISO) which results in differences between the project's actual generation and the scheduled generation (whether in part or in whole), Seller shall use reasonable efforts to notify PG&E. PG&E will make commercially reasonable efforts to accommodate Seller's changes and mitigate any imbalance penalties or charges levied for such changes.

11.2.2 CAISO Penalties. Seller shall be responsible for any "non-Performance Penalties" assessed to PG&E by the CAISO ("CAISO Penalties"), under the CAISO Tariff Enforcement Protocol, and not due to any fault of PG&E, which shall include, without limitation, any deviation, imbalance or uninstructed energy charges or penalties payable to the CAISO that are due to the fault of Seller. To the extent that Seller materially deviates from its energy schedules (other than an adjustment imposed by the CAISO, a deviation due to any fault of PG&E, or an excused Seller failure to deliver, whether for reasons of Force Majeure or otherwise), and such departure results in CAISO Penalties being assessed to PG&E, such CAISO Penalties shall be passed on to Seller. Any such CAISO Penalties passed on to Seller shall be limited to the period until the commencement of the next settlement period following Seller's notification (as described above) for which the delivery schedule can be adjusted.

## 12. CONFIDENTIALITY

Seller authorizes PG&E to release to the CEC and/or the CPUC information regarding the Facility, including the Seller's name and location, and the size, location and operational characteristics of the Facility, the Term, the ERR type, the Initial Energy Delivery Date and the net power rating of the Facility, as requested from time to time pursuant to the CEC's or CPUC's rules and regulations.

## 13. ASSIGNMENT

Neither Party shall assign this Agreement or its rights hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, either Party may, without the consent of the other Party (and without relieving itself from liability hereunder), transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof to its financing providers and the financing provider(s) shall assume the payment and performance obligations provided under this Agreement with respect to the transferring Party provided, however, that in each such case, any such assignee shall agree in writing to be bound by the terms and conditions hereof and so long as the transferring Party delivers such tax and enforceability assurance as the non-transferring Party may reasonably request.

## 14. GOVERNING LAW

This agreement and the rights and duties of the parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of California, without regard to principles of conflicts of law. To the extent enforceable at such time, each party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this agreement.

#### 15. SEVERABILITY

If any provision in this Agreement is determined to be invalid, void or unenforceable by the CPUC or any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Agreement and the Parties shall use their best efforts to modify this Agreement to give effect to the original intention of the Parties.

#### 16. COUNTERPARTS

This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall be deemed one and the same Agreement. Delivery of an executed counterpart of this Agreement by facsimile or PDF transmission will be deemed as effective as delivery of an originally executed counterpart. Each Party delivering an executed counterpart of this Agreement by facsimile or PDF transmission will also deliver an originally executed counterpart, but the failure of any Party to deliver an originally executed counterpart of this Agreement will not affect the validity or effectiveness of this Agreement.

#### 17. GENERAL

The CPUC has reviewed and approved this Agreement. No amendment to or modification of this Agreement shall be enforceable unless reduced to writing and executed by both parties. This Agreement shall not impart any rights enforceable by any third party other than a permitted successor or assignee bound to this Agreement. Waiver by a Party of any default by the other Party shall not be construed as a waiver of any other default. The term “including” when used in this Agreement shall be by way of example only and shall not be considered in any way to be in limitation. The headings used herein are for convenience and reference purposes only.



# SMALL RENEWABLE GENERATOR POWER PURCHASE AGREEMENT

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed by its authorized representative as of the date of last signature provided below.

This agreement is effective when accepted and executed by PG&E.

	<b>PACIFIC GAS AND ELECTRIC COMPANY</b>
_____ Seller	_____
_____ Authorized by (Print)	_____ Authorized by (Print)
_____ Signature	_____ Signature
_____ Title	_____ Title
_____ Date	_____ Date



# SMALL RENEWABLE GENERATOR POWER PURCHASE AGREEMENT

## APPENDIX A

### Definitions

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“Business Day” means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday during the hours of 8:00 a.m. and 5:00 p.m. local time for the relevant Party’s principal place of business where the relevant Party in each instance shall be the Party from whom the notice, payment or delivery is being sent.

“CAISO” means the California Independent System Operator Corporation or any successor entity performing similar functions.

“CAISO Tariff” means the CAISO FERC Electric Tariff, Fifth Replacement Volume No. 1, as amended from time to time.

“California Renewables Portfolio Standard” means the renewable energy program and policies codified in California Public Utilities Code Sections 399.11 through 399.20 and California Public Resources Code Sections 25740 through 25751, as such provisions may be amended or supplemented from time to time.

“CEC” means the California Energy Commission or its successor agency.

“Commercial Operation Date” means the date on which the Facility is operating and is in compliance with applicable interconnection and system protection requirements, and able to produce and deliver energy to PG&E pursuant to the terms of this Agreement.

“Contract Year” means a period of twelve (12) consecutive months with the first Contract Year commencing on the first day of the month immediately following the Initial Energy Delivery Date and each subsequent Contract Year commencing on the anniversary of the Initial Energy Delivery Date.

“CPUC” means the California Public Utilities Commission, or successor entity.

“Delivery Point” means the point of interconnection to the PG&E distribution or transmission system.

“Dispatch Down Period” means: (a) curtailments ordered by the CAISO or PG&E as a result of a System Emergency, as defined in the CAISO Tariff; or (b) scheduled or unscheduled maintenance on PG&E’s transmission, distribution or interconnection facilities that prevents Buyer from receiving Delivered Energy at the Delivery Point. Notwithstanding the foregoing sentence, Buyer shall have the option in its sole discretion to curtail Seller’s energy deliveries up to fifty (50) hours each calendar year.

“Eligible Renewable Energy Resource” or “ERR” has the meaning set forth in Public Utilities Code Sections 399.12 and California Public Resources Code Section 25741, as

**APPENDIX A****Definitions**

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either code provision may be amended or supplemented from time to time.

“Execution Date” means the latest signature date found at the end of the Agreement.

“FERC” means the Federal Energy Regulatory Commission or any successor government agency.

“Forced Outage” means any unplanned reduction or suspension of the electrical output from the Facility resulting in the unavailability of the Facility, in whole or in part, in response to a mechanical, electrical, or hydraulic control system trip or operator-initiated trip in response to an alarm or equipment malfunction and any other unavailability of the Facility for operation, in whole or in part, for maintenance or repair that is not a scheduled maintenance outage and not the result of Force Majeure.

“Force Majeure” means any event or circumstance which wholly or partly prevents or delays the performance of any material obligation arising under this Agreement, but only if and to the extent (i) such event is not within the reasonable control, directly or indirectly, of the Party seeking to have its performance obligation(s) excused thereby, (ii) the Party seeking to have its performance obligation(s) excused thereby has taken all reasonable precautions and measures to prevent or avoid such event or mitigate the effect of such event on such Party’s ability to perform its obligations under this Agreement and which by the exercise of due diligence such Party could not reasonably have been expected to avoid and which by the exercise of due diligence it has been unable to overcome, and (iii) such event is not the direct or indirect result of the negligence or the failure of, or caused by, the Party seeking to have its performance obligations excused thereby. Force Majeure shall not be based on: (i) PG&E’s inability economically to use or resell the energy or capacity purchased hereunder; (ii) Seller’s ability to sell the energy, capacity or other benefits produced by or associated with the Facility at a price greater than the price set forth in this Agreement, (iii) Seller’s inability to obtain approvals of any type for the construction, operation, or maintenance of the Facility; (iv) Seller’s inability to obtain sufficient fuel to operate the Facility, except if Seller’s inability to obtain sufficient fuel is caused by an event of Force Majeure of the specific type described in any of subsections (i) through (iv) of this definition of Force Majeure; (v) a Forced Outage except where such Forced Outage is caused by an event of Force Majeure of the specific type described in any of subsections (i) through (iv) of this definition of Force Majeure; (vi) a strike or labor dispute limited only to Seller, Seller’s affiliates, the Engineering, Procurement, and Construction Contractor or subcontractors thereof; or (vii) any equipment failure not caused by an event of Force Majeure of the specific type described in any of subsections (i) through (iv) of this definition of Force Majeure.

“Green Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Project, and its

# SMALL RENEWABLE GENERATOR POWER PURCHASE AGREEMENT

## APPENDIX A

### Definitions

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avoided emission of pollutants. Green Attributes include but are not limited to Renewable Energy Credits, as well as: (1) any avoided emission of pollutants to the air, soil or water such as sulfur oxides (SO<sub>x</sub>), nitrogen oxides (NO<sub>x</sub>), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere;<sup>3</sup> (3) the reporting rights to these avoided emissions, such as Green Tag Reporting Rights. Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser's discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of Energy. Green Attributes do not include (i) any energy, capacity, reliability or other power attributes from the Project, (ii) production tax credits associated with the construction or operation of the Project and other financial incentives in the form of credits, reductions, or allowances associated with the project that are applicable to a state or federal income taxation obligation, (iii) fuel-related subsidies or "tipping fees" that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, or (iv) emission reduction credits encumbered or used by the Project for compliance with local, state, or federal operating and/or air quality permits. If the Project is a biomass or biogas facility and Seller receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributed to its fuel usage, it shall provide Buyer with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from the Project.

"Law" means any statute, law, treaty, rule, regulation, ordinance, code, permit, enactment, injunction, order, writ, decision, authorization, judgment, decree or other legal or regulatory determination or restriction by a court or Governmental Authority of competent jurisdiction, including any of the foregoing that are enacted, amended, or issued after the Execution Date, and which becomes effective during the Delivery Term; or any binding interpretation of the foregoing.

"Market Price Referent" means the market price referent applicable to this

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<sup>3</sup> Avoided emissions may or may not have any value for GHG compliance purposes. Although avoided emissions are included in the list of Green Attributes, this inclusion does not create any right to use those avoided emissions to comply with any GHG regulatory program.

# SMALL RENEWABLE GENERATOR POWER PURCHASE AGREEMENT

## APPENDIX A

### Definitions

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Agreement, as determined by the CPUC in accordance with Public Utilities Code Section 399.15(c), as may be amended or modified from time to time.

“Nameplate” has the meaning set forth in Section 2.1.4.

“Product” means the energy (net of Station Use), capacity and all ancillary products, services or attributes similar to the foregoing which are or can be produced by or associated with the Facility, including, without limitation, renewable attributes, Renewable Energy Credits, Resource Adequacy Benefits and Green Attributes.

“Renewable Energy Credit” has the meaning set forth in Public Utilities Code Section 399.12(f), as may be amended from time to time or as further defined or supplemented by Law.

“Resource Adequacy Benefits” means the rights and privileges attached to the Facility that satisfy any entity’s resource adequacy obligations, as those obligations are set forth in any Resource Adequacy Rulings and shall include any local, zonal or otherwise locational attributes associated with the Facility.

“Resource Adequacy Rulings” means CPUC Decisions 04-01-050, 04-10-035, 05-10-042, 06-06-064, 06-07-031 and any subsequent CPUC ruling or decision, or any other resource adequacy laws, rules or regulations enacted, adopted or promulgated by any applicable governmental authority, as such decisions, rulings, laws, rules or regulations may be amended or modified from time-to-time during the Delivery Term.

“Station Use” means energy consumed within the Facility’s electric energy distribution system as losses, as well as energy used to operate the Facility’s auxiliary equipment. The auxiliary equipment may include, but is not limited to, forced and induced draft fans, cooling towers, boiler feeds pumps, lubricating oil systems, plant lighting, fuel handling systems, control systems, and sump pumps.

“WREGIS” means the Western Renewable Energy Generating Information System or any successor renewable energy tracking program.

“WREGIS Certificate Deficit” has the meaning set forth in Section 3.2.1.



# SMALL RENEWABLE GENERATOR POWER PURCHASE AGREEMENT

## APPENDIX B

### Initial Energy Delivery Date Confirmation Letter

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In accordance with the terms of that certain Small Renewable Generator Power Purchase Agreement dated \_\_\_\_\_ (“Agreement”) by and between Pacific Gas and Electric Company (“PG&E”) and \_\_\_\_\_ (“Seller”), this letter serves to document the parties further agreement that (i) the conditions precedent to the occurrence of the Initial Energy Delivery Date have been satisfied, and (ii) Seller has scheduled and PG&E has received the energy, as specified in the Agreement, as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. This letter shall confirm the Initial Energy Delivery Date, as defined in the Agreement, as the date referenced in the preceding sentence.

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed by its authorized representative as of the date of last signature provided below:

This agreement is effective when accepted and executed by PG&E.

#### **PACIFIC GAS AND ELECTRIC COMPANY**

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Authorized by (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized by (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**SMALL RENEWABLE GENERATOR POWER  
PURCHASE AGREEMENT**



**APPENDIX C**

**Time of Delivery (TOD) Periods & Factors**

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<b>Monthly Period</b>	<b>Super-Peak<sup>1</sup></b>	<b>Shoulder<sup>2</sup></b>	<b>Night<sup>3</sup></b>
Jun – Sep	2.38	1.12	0.59
Oct.- Dec., Jan. & Feb.	1.10	.94	0.66
Mar. – May	1.22	0.90	0.61

Definitions:

1. Super-Peak (5x8) = HE (Hours Ending) 13 – 20 (Pacific Prevailing Time (PPT)), Monday - Friday (*except* NERC holidays) in the applicable Monthly Period.
2. Shoulder = HE 7 - 12, 21 and 22 PPT Monday - Friday (*except* NERC holidays); and HE 7 - 22 PPT Saturday, Sunday and *all* NERC holidays in the applicable Monthly Period.
3. Night (7x8) = HE 1 - 6, 23 and 24 PPT all days (*including* NERC holidays) in the applicable Monthly Period.

“NERC Holidays” mean the following holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Three of these days, Memorial Day, Labor Day, and Thanksgiving Day occur on the same day each year. Memorial Day is the last Monday in May; Labor Day is the first Monday in September; and Thanksgiving Day is the 4<sup>th</sup> Thursday in November. New Year’s Day, Independence Day, and Christmas Day, by definition, are predetermined dates each year. However, in the event they occur on a Sunday, the “NERC Holiday” is celebrated on the Monday immediately following that Sunday. However, if any of these days occur on a Saturday, the “NERC Holiday” remains on that Saturday.

# SMALL RENEWABLE GENERATOR POWER PURCHASE AGREEMENT



## APPENDIX D

### Counterparty Notification and Forecasting Requirements

---

#### A. NOTIFICATION REQUIREMENTS FOR START-UP AND SHUTDOWN

Prior to paralleling to or after disconnecting from the electric system, ALWAYS notify your designated Distribution Operator as follows:

1. Call your Distribution Operator for permission to parallel before any start-up.
2. Call your Distribution Operator again after start-up with parallel time.
3. Call your Distribution Operator after any separation and report separation time as well as date and time estimate for return to service.

#### B. FORECASTING REQUIREMENTS

1. Seller shall abide with all established requirements and procedures described below:

(a) Generating Facilities 1000 kW and greater must comply with the CAISO Tariff and Protocols while generating facilities under 1000 kW must comply with all applicable interconnection, communication and metering rules; and

(b) Generating Facilities 100 kW and greater must provide a weekly forecast of their expected generation output.

2. Weekly Energy Forecasting Procedures.

Seller must meet all of the following requirements specified below:

Beginning the Wednesday prior to the planned Initial Energy Delivery Date of the Generating Facility, and every Wednesday thereafter, Seller will electronically provide PG&E with an Energy Forecast for the next calendar week, by no later than 5 PM Wednesday of the week preceding the week covered by the Energy Forecast.

The Weekly Energy Forecast submitted to PG&E shall:

- a) Not include any anticipated or expected electric energy losses;
- b) Be submitted using PG&E's website at <https://www.pge.com/qic>, or as otherwise instructed by PG&E;
- c) Include Seller's contact information;
- d) Limit Day Ahead forecast changes to no less than 100 kW.

**SMALL RENEWABLE GENERATOR POWER  
PURCHASE AGREEMENT**



**APPENDIX D**

**Counterparty Notification and Forecasting  
Requirements**

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3. Outage and Scheduled Maintenance Reporting Procedures.

Submit outage information by posting on PG&E's website at <https://www.pge.com/qic>. If the website is unavailable, implement the procedures set forth below:

For project outages, complete the specifics below and submit by email to [DAenergy@pge.com](mailto:DAenergy@pge.com) and [Bilat\\_Settlements@pge.com](mailto:Bilat_Settlements@pge.com)

Email subject Field: dd/mm/yyyy – dd/mm/yyyy XYZ Company Project #2 Outage Notification

Email body:

Type of Outage: Planned Outage, Forced Outage, Prolonged Outage

Start Date and Start Time

Estimated or Actual End Date and End Time

Date and time when reported to PG&E and name(s) of PG&E representative(s) contacted.

**C. CHANGES TO OPERATING PROCEDURES.**

Seller understands and acknowledges that the requirements of Appendix D are subject to change by Buyer from time to time and, upon receipt of Notice of any such changes, Seller agrees to work in good faith to implement any such changes as reasonably deemed necessary by Buyer; provided that such change does not result in an increase cost of performance to Seller other than de minimis amounts.

**SMALL RENEWABLE GENERATOR POWER  
PURCHASE AGREEMENT**



**APPENDIX E**

**Facility Description**

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**Appendix E**

Attach a description of the Facility, including a summary of its significant components, a drawing showing the general arrangements of the Facility, and a single line diagram illustrating the interconnection of the Facility and loads with PG&E's electric distribution or transmission system.



**Pacific Gas and Electric Company**  
 San Francisco, California  
 U 39

Revised  
 Cancelling Revised

Cal. P.U.C. Sheet No. 32142-E  
 Cal. P.U.C. Sheet No. 27571-E

Sheet 1 (T)

**Electric Sample Form No. 79-1105**

Agreement for Unmetered Electric Service to Seasonal Lighting Loads Connected to (T)  
 Festoon Outlets on  
 Pacific Gas and Electric Company's Street Light Facilities (T)

Advice Letter No: 4141-E  
 Decision No. 11-05-018

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

Date Filed November 15, 2012  
 Effective November 15, 2012  
 Resolution No. \_\_\_\_\_



DISTRIBUTION:

REFERENCE:

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

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# AGREEMENT FOR UNMETERED ELECTRIC SERVICE TO SEASONAL LIGHTING LOADS CONNECTED TO FESTOON OUTLETS ON PACIFIC GAS AND ELECTRIC COMPANY'S STREET LIGHT FACILITIES

This Agreement for Unmetered Electric Service to Seasonal Lighting Loads Connected to Festoon Outlets on Pacific Gas and Electric Company's Street Light Facilities (Agreement) between \_\_\_\_\_

(Customer) and Pacific Gas and Electric Company (the Company) is to establish and govern the provisions of unmetered electric service provided by the Company at the locations reported for seasonal decorative equipment connected to street light facilities through festoon outlets.

- A. WHEREAS, such seasonal decorative equipment will be owned, operated and/or maintained by Customer; and
- B. WHEREAS, the Company historically owns, operates and maintains street light circuits with existing festoon receptacles designed to allow seasonal decorative lighting to be attached and energized; and
- C. WHEREAS, Customer intends to energize such equipment by connecting to Company-owned street light facilities through festoon outlet receptacles located a minimum of nine (9) feet above grade at the base of the pole or post; and
- D. WHEREAS, in the Company's opinion, it would be impractical to install electric meters at the requested locations and for such equipment installed subject to this Agreement; and
- E. WHEREAS, the consumption of electricity at such locations and for such equipment can be reasonably determined from Manufacturer's specifications and operating characteristics of the Customer where the load is controlled by a timer (where timer is not accessible by pedestrians) or is 24 hour constant and of one hundred fifty (150) watts or less rated load on any one street light; and
- F. WHEREAS, pursuant to the Company's Electric Preliminary Statement Part A.6.a, Customer and the Company agree that, in lieu of installing meters at each location, the Company shall provide unmetered electric service for Customer's equipment in accordance with the following terms and conditions.

NOW, THEREFORE, in consideration of the terms, and covenants contained herein, Customer and Company hereby agree as follows:

1. Customer's equipment that is the subject of this Agreement is identified in the data sheets set forth in Attachment A (Equipment). The Equipment will be installed by Customer on the facilities described in Recital Paragraph C above with an energy connection on the Company-owned street light circuit. Each location will be grouped in a specific account, separate from the street light account, identified by either the city or unincorporated county where the Equipment is located for proper billing and accounting.



## **Agreement for Unmetered Electric Service to Seasonal Lighting Loads Connected to Festoon Outlets on Pacific Gas and Electric Company's Street Light Facilities\***

The energy account will be billed on the Company's regular monthly billing cycle for unmetered loads. Billing of fixed usage shall be at the amount indicated in Paragraphs

2. Energy use for each piece of Equipment will be billed on Schedule A1- Small General Service with an appropriate single customer charge for each grouped account. The method of determining the electric usage for such Equipment shall be as follows:
  - a) Where Equipment is controlled by a timer, Customer shall provide the timer and shall provide the Company with timer setting details, and detailed manufacturer's specifications. Any such timer must be acceptable to the Company, must be rated for outdoor use, and must have a single on and off setting per day. The daily operating interval (the time between the on and off settings) must be in whole hour increments, or will be rounded to the next higher whole hour increment for purposes of calculating energy used for billing purposes. Billing will be based on the Equipment load and the operating interval selected by the Customer.
  - b) Where Equipment is not controlled by a timer, the Equipment will be billed on a 24-hour basis.
  - c) Customer shall provide Company with the Manufacturer's documentation on Equipment rating, and other information necessary for the Company to determine applicability of this Agreement prior to installation of Equipment. Attachment A documents the specific Equipment and manufacturer and model number of the timers used to control Equipment, and will be used to record operating interval determined by the Customer and the kilowatt hours (kWh) to be billed for each Equipment type.
3. The energy charge is based on the monthly kWh calculated from the documentation provided by the customer based on Equipment rating multiplied by either 731 hours per month (for 24-hour continuous usage) under paragraph 2b, above; or, by the number of hours calculated on Attachment A based on the operating interval selected by the Customer (for timer controlled usage) under paragraph 2a, above. The charge shall also include all other associated charges under the applicable rate schedule.
4. Pursuant to Section D of the Company's electric Rule 3, Customer shall furnish the Company with information, in a format acceptable to the Company, which verifies the number and location of all Equipment at each service location and reflecting the net result of any installations and removals. The information to be reported is described in Attachment B. The information shall be provided prior to installation of equipment; removals shall be reported when completed. Any changes to the daily operating interval (timer settings as described in paragraph 2a, above) must be reported in advance.
5. If it is determined by the Company that electrical load is connected that has not been accurately reported to the Company by Customer, such load will be billed in accordance with electric Rules 17, 17.1, and 17.2 as applicable, and Customer shall pay the otherwise full applicable tariff charges for such electrical load, calculated in accordance with Paragraph 3, above. The Company reserves the right to field or bench test



## **Agreement for Unmetered Electric Service to Seasonal Lighting Loads Connected to Festoon Outlets on Pacific Gas and Electric Company's Street Light Facilities\***

Equipment to verify the inputs described in documentation provided in Paragraph 2, above. Customer shall be financially responsible for any damage to Company facilities that results from a failure to accurately report Customer's loads and operating time intervals.

6. Auditing may be conducted at the Company's sole discretion. Auditing may commence at any time. The audit will be conducted by the Company or by an independent auditor selected by the Company. The cost of the audit shall be at the sole expense of the Customer. Customer will provide a complete and accurate inventory and other information as required in Paragraph 4 and in Attachment B. Customer shall provide access to the Equipment and provide assistance to the Company and its auditor to accomplish the audit, including, without limitation, identifying, locating and accessing the Equipment. The Company shall have the right to collect all costs associated with any additional work, including but not limited to, field verification or auditing of devices, bench testing, field amp or load reads and calculations of loads, that would otherwise not be incurred in serving metered facilities.
7. Neither this Agreement nor conditions of electric service hereunder shall constitute permission or authorization for any use or occupation of the facilities of the Company or any third party by Customer. Prior to any attachment to Company-owned distribution poles, dedicated street light poles or connection of Equipment to Company owned street light facilities a license agreement with the Company will be required. Such license agreement shall remain a condition of service hereunder. It shall be sole responsibility and obligation of Customer to secure any rights or permission that may be necessary for the placement and use of Customer's Equipment on or over private property or the public right of way.
8. Except as specifically provided otherwise herein, service furnished in accordance with this Agreement shall be subject to Company's applicable tariffs on file with the California Public Utilities Commission (Commission). This Agreement shall at times be subject to changes or modification by the Commission as said Commission may, from time to time, direct in the exercise of its jurisdiction.
9. The Equipment subject to this Agreement shall be installed, maintained and operated at all times in accordance with all Company design standards and requirements and with all applicable laws, rules and regulations by any governmental authority with jurisdiction, including Commission's General Order 95 (collectively "Laws"). Customer shall be responsible to correct all identified violations of Laws and all identified deviations from Company design standards or requirements. Where the Company makes corrections, Customer shall be responsible for all costs for the Company to remedy any notices of violation or infractions imposed on the Company as a result of the Customer's installation or operation of the Equipment, including, without limitation, any infractions under the Commission's General Order 95. Except when otherwise required by the Laws or in the event that the Company determines that the violation, deviation or infraction caused by the Equipment poses a threat to the public or utility worker(s) or that the installed Equipment adversely impacts service reliability, asset life or the safe operation of Company facilities, prior to the Company remedying such violation, deviation or infraction, the Company will give the Customer written notice and the



## **Agreement for Unmetered Electric Service to Seasonal Lighting Loads Connected to Festoon Outlets on Pacific Gas and Electric Company's Street Light Facilities\***

opportunity to remedy the same. If the Customer fails to correct the violation, deviation or infraction within thirty (30) days of such notice, the Company may, but shall not be obligated to, remedy such violation, deviation or infraction.

10. Where the Company determines that the Equipment loads require changes to Company's serving facilities, or where rearrangements are required as a result of the added loads, all such modifications must be performed prior to connection of the Equipment and Customer shall be responsible for all costs associated with the work. Customer shall be financially responsible for any damage to Company facilities resulting from Equipment loads added prior to completion of any required work. Either the Company or Customer may determine that facility modifications are not practical or cost effective for specific locations, in which case service will be provided under Company's approved Tariffs and either an Agreement for Unmetered Electrical Service, Form 79-972, or metering may be required.
11. This Agreement shall remain in effect until terminated. This Agreement may be terminated upon forty-five (45) days prior written notice: a) by either party, which shall result in termination of service; or b) by Company upon Customer's default of any of the stated terms, agreements, covenants, conditions and provisions of this Agreement, the license agreement for such equipment or non-conformance with Company's other applicable tariffs. Any notice for termination of this Agreement for default shall specify the nature of the default. Customer may utilize the forty-five (45) days from issuance of such notice to cure the specified default (or in the event of a default which requires in excess of forty-five (45) days to cure, such additional time as is approved in writing by the Company). Timely cure of a specified default will avoid termination for that default. Customer expressly acknowledges that the Company shall not be liable for any costs, expenses, damages, claims or the like caused by or arising out of the Company's termination of this Agreement, including but not limited to any rearrangement, relocation, removal or disconnection expenses. Company may continue to provide service to Customer's Equipment provided that a) a subsequent executed superseding agreement governing the terms of unmetered service has gone into effect prior to the termination of this Agreement; or b) a meter has been installed and the service has been transferred to metered status.
12. The Company may at a later date, upon ninety (90) days prior written notice, require metering of new, existing, additional, rearranged or relocated equipment that would otherwise register on its metering devices with then available practical technology, and decline to provide or continue providing unmetered service.
13. Nothing in this Agreement shall preclude the Company from requesting authority from the Commission to implement an electric tariff for unmetered service. If an unmetered electric service tariff is approved for the Company, it shall apply to Customer's installations under this Agreement.
14. The Company is authorized to modify the form of Attachment A and B at its sole discretion and at any time require additional reasonable information from Customer for the purpose of this Agreement, including without limitation, accurate data concerning equipment, maintaining accurate records, and promoting accurate and efficient billing.



# Agreement for Unmetered Electric Service to Seasonal Lighting Loads Connected to Festoon Outlets on Pacific Gas and Electric Company's Street Light Facilities\*

15. All notices required herein shall be given in writing and delivered personally by United States Postal Service, or other nationally recognized courier service, to the appropriate address below. Addresses may be changed by the Company or Customer as business needs change.

Customer:	_____	Pacific Gas and Electric Company
Address:	_____	Billing Revenue & Records
	_____	P.O. Box 8239
	_____	Stockton, CA 95208
Attn:	_____	Attn. Unmetered Electric Usage

Customer's bill shall be mailed to the address listed below.

Billing Name:	_____
Address:	_____
	_____
Attn:	_____

16. The waiver by either Party of any default in the performance, or failure to insist on strict performance by the other, or any covenant or condition contained herein shall not be construed to be a waiver of any preceding or subsequent default of the same or any other covenant contained herein.

17. If Customer acquires additional Equipment (connected by another Customer under the provisions of an identical Agreement) through merger, purchase, or other forms of acquisition, all such acquired Equipment shall become subject to this Agreement, and billing will be adjusted as required by this Agreement. Customer must provide the information necessary to complete new Attachment A(s), if such additional unmetered facilities have not previously been identified to the Company. Customer must also provide the information required to complete new or modify existing Attachment B(s) as specified in Paragraph 4. If Customer is acquired by a third party, assignment of this Agreement shall be subject to the provisions of Paragraph 18.

18. Customer may, with the Company's written consent, assign this Agreement if the assignee agrees in writing to perform all of Customer's obligations hereunder. Such assignment will be deemed to include, unless otherwise specified therein, all of the Customer's rights to any refunds which might become due upon discontinuance of service contracted. Customer remains responsible for all obligations under this Agreement up to the effective date of the assignment. In lieu of an assignment, the



## Agreement for Unmetered Electric Service to Seasonal Lighting Loads Connected to Festoon Outlets on Pacific Gas and Electric Company's Street Light Facilities\*

Customer's successor in interest may retrofit the Equipment for metering under Company's existing tariffs.

19. Upon termination of this Agreement, Customer shall promptly disconnect Customer's Equipment from the street light facilities. Customer remains responsible for payment of energy and customer charges under this Agreement until Equipment is disconnected.
20. Customer shall indemnify and hold harmless Company, its officers, agents and employees, against all loss, damage, expense and liability resulting from injury to or death of any person, including but not limited to employees of Company, Customer or any third party, or from loss, destruction or damage to property, including but not limited to property of Company, Customer, or any third party, arising out of or in any way connected with the performance of this Agreement, however caused, except to the extent caused by the active negligence or willful misconduct of Company, its officers, agents and employees. Customer will, on Company's request, defend any suit asserting a claim covered by this indemnity. Customer will pay all costs that may be incurred by Company in enforcing this indemnity, including reasonable attorneys' fees.
21. PG&E will exercise reasonable diligence and care to furnish and deliver a continuous and sufficient supply of electric energy to the Customer, but does not guarantee continuity or sufficiency of supply. PG&E will not be liable for interruption or shortage or insufficiency of supply, or any loss or damage of any kind of character occasioned thereby if same is caused by inevitable accident, act of God, fire, strikes, riots, war, or any other cause except that arising from its failure to exercise reasonable diligence.
22. This Agreement shall supersede existing letters of understanding, agreements and contracts, whether verbal or written, for the provision of unmetered services to the Equipment.

**APPROVED:**

This agreement is effective when accepted and executed by PG&E.

Customer/Company	<b>PACIFIC GAS AND ELECTRIC COMPANY</b>
Authorized by (Print)	Authorized by (Print)
Signature	Signature
Title	Title
Date	Date



DISTRIBUTION:

- Customer
- Divisions
- GO Svc Planning
- Billing Revenue and Records

Date Of Agreement: \_\_\_\_\_

Date of this Attachment: \_\_\_\_\_

## ATTACHMENT A TO AGREEMENT FOR UNMETERED ELECTRIC SERVICE TO SEASONAL LIGHTING LOADS CONNECTED TO FESTOON OUTLET ON PACIFIC GAS AND ELECTRIC COMPANY'S STREET LIGHT FACILITIES

Applicant: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Billing Name: \_\_\_\_\_  
 Billing Address: \_\_\_\_\_  
*(if different from mailing)*

**Equipment billing information (to be completed by Pacific Gas and Electric Company)**

Manufacture/Model or Description: \_\_\_\_\_  
 Equipment Type\*/Load Connected: \_\_\_\_\_  
 Timer Manufacture/Model or Description: \_\_\_\_\_  
 Timed Operating Interval (Hours/Day) \_\_\_\_\_ (round to next whole hour per agreement paragraph 2a)  
*\*Use only one Attachment A per Equipment type*

Basic calculation for monthly kilowatt-hour (kWh) rounded to the nearest whole kWh for billing  
 ((Nominal voltage x Amps) / 1000) x hours of operations  
 Use 731 hours for 24 hour load, or 30.45 times operating interval hours for timer controlled load  
*Adjust Amps as needed when Average Documented Consumption is used in place of full rated amps for proper kWh billing*

Rate Schedule	Nominal Volts	Amps	Operating Hours	kWh/Month Billing
A-1			731	0

**Applicant must provide the following:**

- Equipment model, type and unit identification number.
- Equipment input rating in amps.
- Description of timer, if any, which controls hours of equipment operation, and any other information deemed necessary by Pacific Gas and Electric Company to accurately establish billing amounts.

**Additional documentation and attachments as required by Pacific Gas and Electric Company:**

- Pursuant to paragraphs 2a and 4 of the Agreement, for billing reporting, information required includes, but is not limited to:
  - Equipment location (e.g. Street light number, GPS coordinate or other acceptable identification).
  - Notification of tax exemption which apply to the provisions of service under this Agreement.

**Provide the following when requesting service through PG&E local office**

- A copy of the Agreement and Attachment for Unmetered Services.
- Necessary information to complete a Electric Rule 3 request for service if required.





**Electric Sample Form No. 79-1107**  
Streetlight Application for Service

Sheet 1

(D)

**Please Refer to Attached  
Sample Form**

Advice Letter No: 4141-E  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



# STREETLIGHT APPLICATION FOR SERVICE

Please complete this form and submit to PG&E New Construction Services at P.O. Box 24047 Fresno CA, 93706-2010 or Call 1-877-PGE-SRVC to apply over the phone. This form should be used for Streetlight requests which are not associated with another application.  
\*Indicates optional fields.

## Project Information

- Residential Single Family    Residential Subdivision    Commercial/Industrial    Agricultural  
 Agency (City, County, Cal Trans)    Mix Use

Service Request Date

Project Address or Lot Number                      City                      County                      Zip

Nearest Cross Street

Applicant / Company Name

- Individual    Partnership    Corporation    Limited Liability Corporation    Governmental Agency    Sole Proprietor  
 Other

Day Phone (     )                      \*Cell Phone (     )                      \*Fax (     )                      \*Email address  
(Correspondence will be sent via e-mail)

Applicant Address                      City                      State                      Zip

\*Representative Name                      (If different from applicant)

Day Phone (     )                      \*Cell Phone (     )                      \*Fax (     )                      \*Email address

\*Representative Address                      \*City                      \*State                      \*Zip

## Contract Information

Name/Company to appear on bill  
(First Name, Middle Initial, Last Name)

- Individual    Partnership    Corporation    Limited Liability Corporation    Governmental Agency    Sole Proprietor  
 Other

Mailing address for contacts                      City                      State                      Zip



# STREETLIGHT APPLICATION FOR SERVICE

## Credit Information (Party responsible for energy use after the streetlight is installed)

Legal name to appear on contract

- Individual    Partnership    Corporation    Limited Liability Corporation    Governmental Agency    Sole Proprietor  
 Other

\*State of incorporation or LLC \_\_\_\_\_

Name of person authorized to sign contracts \_\_\_\_\_ \*Title \_\_\_\_\_  
First Name, Middle Initial, Last Name

Mailing address for bill      City      State      Zip

## Construction Information

Number of street lights      \*Watts per lamp      \*Number of existing street lights to be removed

- \*Bulb type:    High Pressure Sodium Vapor    Low Pressure Sodium Vapor    Mercury Vapor    Metal Halide  
 Incandescent    Other

\*What rate schedule will the lights be placed on?    LS1    LS2    OL1    LS3    Other      (additional forms may be required)

**Important Note:** *For LS-2 city or county owned street lights, a letter will be required from the city/county accepting ownership of the street lights, which includes the date of acceptance and states they will be responsible for the billing. Until the letter is received and dated with the city/county acceptance, the billing will be placed in the applicant's name and billed according to the rate schedule requested once the lights have been energized. If the city/county does not accept ownership of the street lights or ownership is submitted in the name of a Home Owners Association, the applicant will have to apply for the LS-3 rate schedule. The LS-1 or OL-1 rates can be requested for street lights that are located on private property.*

## Agreement to Pay and Signature

I understand that service will be installed based upon the information provided. I agree to pay PG&E, on demand, for all work PG&E performs and all costs PG&E incurs for this request for service. PG&E may cancel this Request for Service if I do not proceed with the project and it becomes inactive for a period of 12 months. If the project is postponed or cancelled, by either party, I will pay PG&E for all such work and costs incurred by PG&E prior to the postponement or cancellation.

I have read the above information. I understand and agree with the provisions and my responsibilities.

Applicant's Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_  
First Name, Middle Initial, Last Name



**ELECTRIC SAMPLE FORM 79-1110**  
**REACTIVE DEMAND CHARGE EXEMPTION FORM**

Sheet 1

**Please See the Attached  
Sample Form**

Advice Letter No: 4141-E  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



# REACTIVE DEMAND CHARGE EXEMPTION FORM

DISTRIBUTION:

- Customer Billing
- Customer Care/ES&S
- Electric Transmission
- Tariff Interpretations

REFERENCE:

Date: \_\_\_\_\_  
 Log #: \_\_\_\_\_  
 SA# \_\_\_\_\_  
 Premises # \_\_\_\_\_

**Project Name:** \_\_\_\_\_  
(Legal name as entered on Standby Contract)

**CDx Account No:** \_\_\_\_\_ **SA ID #:** \_\_\_\_\_  
(Assigned to Customer) (Electric Service Agreement #)

**Location:** \_\_\_\_\_  
(Street or descriptive address, city and/or county, and zip code)

**Generator Information:**

**Generator equipment limits for operating voltages** \_\_\_\_\_  
**Safe Operating VAR limit (plus and minus value)** \_\_\_\_\_

**Reactive Demand Exemption is only applicable to transmission-connected synchronous generators on automatic voltage control (AVR)**

#	Generator Description e.g. Plant #1	Generator Type: Synchronous or Induction	Interconnection Voltage (kV)	Capacity (MW)	Make and Model e.g. GE LM5000
1.					
2.					
3.					
4.					

**Completed by:** \_\_\_\_\_  
**Effective Date Requested:** \_\_\_\_\_

**Plant control e-mail:** \_\_\_\_\_ **Contact #** ( ) \_\_\_\_\_

**Plant control fax number:** \_\_\_\_\_ **Contact #** ( ) \_\_\_\_\_

**Alternate contact number (cell):** \_\_\_\_\_ **Contact #** ( ) \_\_\_\_\_

**PG&E Switching Center:** \_\_\_\_\_ **Contact co. #** ( ) \_\_\_\_\_

**Comments:** \_\_\_\_\_

**For PG&E Use Only**

**Reviewer:** \_\_\_\_\_ **Contact #** ( ) \_\_\_\_\_

**Effective Date:** \_\_\_\_\_ **(First day of the next billing cycle)**

**Please complete this agreement in its entirety**



**Electric Sample Form 79-1113**  
Agreement to Perform Tariff Schedule Related Work  
Rule 20A Electric Panel Service Conversion

Sheet 1  
(T)  
(T)

**Please Refer to Attached  
Sample Form**



DISTRIBUTION

- Applicant (Original)
- Division (Original)
- Acctg. Services

REFERENCES

MLX#: \_\_\_\_\_  
 PM#: \_\_\_\_\_  
 Project Mgr.: \_\_\_\_\_

# AGREEMENT TO PERFORM TARIFF SCHEDULE RELATED WORK - RULE 20A ELECTRIC PANEL SERVICE CONVERSION

City/County of \_\_\_\_\_, (Applicant) has requested PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (PG&E) to perform the tariff scheduled related work as located and described herein.

**Electric Panel Service Conversion Program:**

In order to expedite the completion of Rule 20A Projects, PG&E has offered to manage the electric service conversions, and pay for this work from the Applicant's allocation funds. The underground electric feed that replaces the existing overhead service will be installed in the most economical manner possible, as determined by PG&E. To ensure the success of this program, the Applicant agrees to support the Electric Panel Service Conversion Program as follows:

**Responsibilities of the Applicant:**

1. Provide accurate list of owner, parcel #, address, phone number.
2. Mail informational letters to all residents describing the program and their responsibilities.
  - a. PG&E will provide templates for these letters.
3. Obtain Right of Entry agreements from property owners prior to scheduling construction.
  - a. PG&E will provide the document for each property owner to complete and sign.
4. Provide a liaison for residents and property owners to contact with questions.
5. Waive permit fees.
6. Waive Inspection fees.
7. Facilitate a preliminary job walk with the liaison, building inspector and others.
  - a. Review PG&E's intended placement of new equipment required for conversions.
  - b. Clarify the inspection and permit requirements and timing, if necessary.
8. Provide information enabling the field crews to determine the location of property lines.
9. Disclose all special circumstances
  - a. For example: historic buildings, hazardous materials, environmental issues, burial grounds and other items that may affect the overhead-to-underground conversion.
10. Communicate with the property owners if additional work beyond the conversion will be required.
  - a. PG&E will pay for the work required to replace the existing overhead electric feed with a new underground feed only. The cost of any additional work required to bring the property up to current codes will be borne by others (property owner or Applicant).
  - b. The Applicant will communicate to the property owner all items that must be brought up to code in a timely manner, and all code issues will be managed by the Applicant.
11. Disclose work hours and days.



# AGREEMENT TO PERFORM TARIFF SCHEDULED RELATED WORK - RULE 20A ELECTRIC PANEL SERVICE CONVERSION

- 12. Agree prior to construction regarding the required notifications to residents and property owners.
- 13. Failure to complete the above requirements may result in construction delays.

PROJECT NAME: \_\_\_\_\_

LOCATION \_\_\_\_\_, CALIFORNIA

City: \_\_\_\_\_

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

This agreement is effective when accepted and executed by PG&E.

## PACIFIC GAS AND ELECTRIC COMPANY

\_\_\_\_\_  
Customer/Company

\_\_\_\_\_  
Authorized by (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized by (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Mailing Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

City/County of :  
\_\_\_\_\_  
\_\_\_\_\_



**Sample Electric Form No. 79-1116**  
Customer Assignment Notification

Sheet 1

**Please Refer to Attached  
Sample Form**

Advice Letter No: 4141-E  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



# CUSTOMER ASSIGNMENT NOTIFICATION

DISTRIBUTION:

REFERENCE:

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

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## 1. Energy Service Provider (ESP) Declaration

\_\_\_\_\_ (*Name of ESP*) (“ESP”) hereby warrants that:

- (1) ESP entered into an agreement for Direct Access service (Agreement) with the “Current Customer,” as identified below.
- (2) Under provisions of the Agreement, the current customer has the right to receive Direct Access (DA) service from ESP for electric service loads located at the service address identified below (Current Location) under the service accounts identified below (Current Accounts)
- (3) Under the provisions for the Agreement, Current Customer has the right to assign its right to receive DA service at the current location for load represented by the Current Accounts to New Customer (identified below).
- (4) All conditions of the Agreement necessary for a valid assignment from the Current Customer to New Customer have been satisfied, including any necessary approvals by ESP.

Signature:

\_\_\_\_\_

Authorized Representative of ESP

Date Of Signature:

\_\_\_\_\_

## 2. New Customer Declaration

\_\_\_\_\_ (*New Customer as identified below*) hereby warrants that:

- (1) It consents to the assignment of rights by the Current Customer as described above under the ESP Declaration.
- (2) It understands that the assigned right to receive direct access service is limited to electric power loads at the Current Location.
- (3) It is familiar with the loads and load history represented by the Current Accounts and understands that, pursuant to California Public Utilities Commission Decision 02-03-055, its right to receive direct access is limited to loads the same as, or substantially the same as, the loads represented by the Current Accounts.

Signature:

\_\_\_\_\_

Authorized Representative of New Customer

Date Of Signature:

\_\_\_\_\_



# CUSTOMER ASSIGNMENT NOTIFICATION

### 3. Current Customer Information:

Name On Account: \_\_\_\_\_  
Service Address: \_\_\_\_\_  
City, State, Zip \_\_\_\_\_

#### **Current Service Account(s) Listed By PG&E Service Agreement Number:**

1. Service Agreement Number \_\_\_\_\_  
Meter Number: \_\_\_\_\_
2. Service Agreement Number \_\_\_\_\_  
Meter Number: \_\_\_\_\_
3. Service Agreement Number \_\_\_\_\_  
Meter Number: \_\_\_\_\_

### 4. New Customer Information:

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

#### **New Service Account(s) Listed by PG&E Service Agreement Number:**

1. Service Agreement Number \_\_\_\_\_  
Meter Number: \_\_\_\_\_
2. Service Agreement Number \_\_\_\_\_  
Meter Number: \_\_\_\_\_
3. Service Agreement Number \_\_\_\_\_  
Meter Number: \_\_\_\_\_

Upon receipt by PG&E of the customer assignment notification, PG&E shall review the information and notify ESP within five (5) business days either that (a) the new customer information has been added to the ESP Listing; or (b) PG&E has reasonable cause not to process the customer assignment notification. Upon receiving notification under subsection (a) above, ESP may submit a DASR to allow PG&E to process the assignment. Upon receiving notification under subsection (b) above, PG&E and ESP shall confer as soon as possible to determine what further information needs to be provided in order for ESP to submit a DASR as provided above. This document may be executed in counterparts and submitted by email or fax, provided the originals are delivered to PG&E within ten (10) calendar days thereafter.



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

Sheet 1  
(T)

**Please Refer to Attached  
Sample Form**

Advice Letter No: 4141-E  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



# 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 Energy 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 Energy 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:



**ELECTRIC SAMPLE FORM 79-1121** Sheet 1  
Power Purchase and Sale Agreement - Contract for Eligible CHP Facilities With Net (T)  
Output of Not Greater Than 5 MW

PLEASE REFER TO ATTACHED  
SAMPLE FORM

Advice Letter No: 4141-E  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



DISTRIBUTION:	REFERENCE:
<input type="checkbox"/> XXXX	_____
<input type="checkbox"/> _____	_____

# POWER PURCHASE AND SALE AGREEMENT

## CONTRACT FOR ELIGIBLE CHP FACILITIES WITH NET OUTPUT OF NOT GREATER THAN 5 MW

### PREAMBLE

This Power Purchase and Sale Agreement (this "Agreement") by and between [Buyer's name], a California corporation ("Buyer"), and [Seller's name], a [Seller's form of business entity and state of registration] ("Seller"), is dated as of [Date of execution] (the "Effective Date"). Buyer and Seller are sometimes referred to in this Agreement individually as a "Party" and jointly as the "Parties." Unless the context otherwise specifies or requires, initially capitalized terms used in this Agreement have the meanings set forth in Exhibit A. Exhibits A through G inclusive are hereby incorporated into and made a part of this Agreement.

### RECITALS

- A. On June 26, 2008, the CPUC opened Rulemaking 08-06-024 to implement Assembly Bill 1613 (codified in California Public Utilities Code Section 2840 et. seq.), which establishes the Waste Heat and Carbon Emissions Reductions Act (the "Act").
- B. Buyer is required to offer this Agreement to Seller in order to fulfill its obligations under the Act and the Decisions issued in Rulemaking ("R.") 08-06-024 ("AB 1613 Decisions"), and Seller desires to accept such offer and enter into this Agreement.

The Parties, intending to be legally bound, agree as follows:

*{Buyer Comment: If the Term is greater than or equal to five years and if the Generating Facility provides baseload generation, before executing this Agreement, Seller must provide to Buyer documentation evidencing its compliance with the Greenhouse Gas Emissions Performance Standard set forth in D.07-01-039 and in subsequent CPUC rulings implementing D.07-01-039, and with any subsequent CPUC-established precondition to the execution of this Agreement. }*

### ARTICLE ONE. SPECIAL CONDITIONS

1.01 Term. The term of this Agreement (the "Term") commences on [Date] (the "Term Start Date") and ends on [Date] (the "Term End Date"). The Term Start Date must be on the first day of a calendar month. If the Generating Facility is (a) a New Eligible CHP Facility, the Term Start Date must occur within 18 months of the Effective Date, or (b) an Existing Eligible CHP Facility, the Term Start Date must occur within 6 months of the Effective Date. Subject to the limitation set forth in the immediately preceding sentence, Seller may change the Term Start Date set forth in this Section 1.01 by providing Notice to Buyer at least three months before such Term Start Date. The Term must be no less than one year and no more than 10 years.

- 1.02 Generating Facility. The name of the Generating Facility is [Generating Facility name], which is [a New Eligible CHP Facility] [an Existing Eligible CHP Facility], and which is further described in Exhibit G. The Generating Facility is located at [Generating Facility address], which must be located within Buyer's electric service territory. To be eligible for this Agreement, the Generating Facility must be an Eligible CHP Facility that, during the entire Term, (1) satisfies the provisions of AB 1613, as implemented by the CEC's "Final Statement of Reasons" issued in June 2010, and (2) is a Qualifying Facility under PURPA. However, public agency sellers exempt from FERC jurisdiction under 16 United States Code ("USC") §824(f) are not subject to the requirements of 18 CFR §292.201.
- 1.03 As-Available Contract Capacity; Power Rating. The As-Available Contract Capacity equals [ ] kW. (The As-Available Contract Capacity must be no greater than 5 MW.) The Power Rating of the Generating Facility must be no more than 20 MW. Seller has no obligation under this Agreement to produce or deliver firm energy or capacity.
- 1.04 Site Host Load. The Site Host Load is expected to equal, on average, [ ] kW. The amount of electric energy to be used to serve the Site Host Load is expected to equal, on average, [ ] kWh per Term Year, which amount may change from time to time; *provided, however*, that Seller shall provide Notice to Buyer at least 30 days, or as soon as otherwise is practicable, before any such change that Seller reasonably anticipates will be greater than 4,380,000 kWh, on an annual basis; and *provided further*, that the As-Available Contract Capacity shall never exceed 5 MW.
- 1.05 Expected Term Year Energy Production. The Expected Term Year Energy Production for each Term Year equals [ ] kWh. The actual energy production of the Generating Facility may change from time to time; *provided, however*, that (a) Seller shall provide Buyer with 30 days advance Notice of any change to the actual energy production that Seller reasonably anticipates will be greater than 4,380,000 kWh, on an annual basis, and (b) the Expected Term Year Energy Production may not exceed the As-Available Contract Capacity at 100% capacity factor applied over the Term Year.
- 1.06 Delivery Point. The point of delivery of the Power Product is the point where Seller's facilities connect with facilities owned by Buyer (the "Delivery Point"). Seller shall convey to Buyer and Buyer shall accept the Power Product at the Delivery Point. Title to and risk of loss related to the Power Product transfer from Seller to Buyer at the Delivery Point. Buyer shall pay any transmission or distribution costs, exclusive of line losses (if any) and interconnection costs, to deliver the power from the Delivery Point to the point of interconnection between the Buyer's distribution or transmission facilities and the CAISO- Controlled Grid (Interconnection Point); Seller shall be responsible for interconnection costs, including necessary facility upgrades (consistent with Applicable Laws and the Interconnection Agreement) and any line losses from the Delivery Point to the Interconnection Point. Any line losses incurred or avoided from the Delivery Point to the Interconnection Point are determined as part of the interconnection process.
- 1.07 Power Product Prices.
- (a) Monthly Contract Payment for the Power Product shall be calculated in accordance with Exhibit B.
  - (b) If the Generating Facility is interconnected pursuant to a FERC-jurisdictional interconnection tariff and Seller is not yet able to provide Resource Adequacy Benefits in compliance with applicable CPUC and CAISO Resource Adequacy requirements, pending Seller's provision of such benefits the Monthly Contract Payment for Power Product shall be calculated in accordance with Exhibit B(1).

- (c) A Generating Facility subject to paragraph 1.07(b) that becomes able to provide Resource Adequacy Benefits in compliance with applicable CPUC and CAISO Resource Adequacy requirements shall provide Buyer with written notice and reasonable evidence thereof.
  - (d) Starting on the first day of the calendar month following the date on which notice was given pursuant to subsection 1.07(c), Seller shall be paid the monthly contract price for the Power Product as set forth in Exhibit B.
- 1.08 Scheduling Coordinator. Buyer is the Scheduling Coordinator under this Agreement. Buyer shall take all steps necessary to be authorized as the Scheduling Coordinator during the Term. Seller shall cooperate with Buyer in good faith to assure that Buyer is authorized as the Scheduling Coordinator during the Term. In accordance with Section 4.01, Buyer shall invoice to Seller and set off against future payments to Seller:
- (a) \$1,500.00 per month in consideration for Buyer rendering its services to Seller as the Scheduling Coordinator; *provided, however*, that if the As-Available Contract Capacity is less than 1 MW, Seller shall not be required to pay this fee; and
  - (b) A fee (the “SC Set-Up Fee”) equal to the costs Buyer incurs as a result of the Generating Units or the Generating Facility registration, as applicable, as well as installation, configuration, and testing of all equipment and software necessary, in Buyer’s sole discretion, to Schedule the Generating Unit or the Generating Facility, as applicable. Buyer’s invoice to Seller shall provide a detailed accounting of all costs and charges encompassed in the SC Set-Up Fee. The actual cost will be a simple pass-through to Seller of Buyer’s actual costs. Buyer estimates that the SC Set-up Fee for this Agreement will equal \$2,000.00 or less.
- 1.09 GHG Emissions Allowances. Seller elects one of the following: \_\_\_(a) \_\_\_(b), provided however, that this Section 1.09 shall not be applicable when the Monthly Contract Payment is calculated in accordance with Exhibit B (1).
- (a) Seller shall manage its own GHG Emissions Allowances and request payment from Buyer in accordance with Section 3.03.
  - (b) PG&E shall purchase GHG Emissions Allowances on behalf of Seller upon the CPUC’s adoption of the necessary procedure. Until such time, Buyer will reimburse Seller per section 1.09(a), above.
- 1.10 Decertification from AB 1613 Program. In the event of Seller’s default pursuant to Section 6.01(b)(vi) due to CEC decertification under the Public Utilities Code 2843, so long as at the time of default, Seller demonstrates qualifying facility status under PURPA and notwithstanding Section 2.02(b), upon termination of this Agreement, Seller’s continued conveyance of Power Product and acceptance of payment shall constitute Seller’s acceptance of any applicable mandatory must-purchase contract available to qualifying facilities under PURPA. Seller shall be paid the short run avoided cost rate for energy and as-available capacity applicable under such contract at the time of decertification.

## **ARTICLE TWO. SELLER’S SATISFACTION OF OBLIGATIONS; TERMINATION**

- 2.01 Seller’s Satisfaction of Obligations before the Term Start Date. Before the Term Start Date, Seller must demonstrate to Buyer that Seller has satisfied all of the requirements necessary for Seller to Operate the Generating Facility in accordance with the terms of this Agreement (including Section 7.10), Applicable Law, the CAISO Tariff (to the extent applicable), and any other applicable tariff, legal, and regulatory requirements.

2.02 Termination Rights of the Parties.

- (a) Termination Rights of Seller. Seller has the right to terminate this Agreement on Notice:
- (i) If Seller (or any venture in which Seller is a participant) and the Generating Facility are jointly selected by Buyer in a competitive solicitation. The termination of this Agreement will be effective as of midnight the day before the commencement of any delivery period for any energy, capacity or attributes from the Generating Facility which is selected by Buyer in such competitive solicitation; or
  - (ii) If Seller's Site Host relocates its business outside the State of California or terminates its business operations in California; provided, however, that if Seller terminates this agreement in accordance with this Section 2.02(a)(ii), Seller (or any entity over which Seller or any owner or manager of Seller exercises Control) agrees to waive any right it may have under the Act to enter into any new agreement to sell energy, capacity, or attributes from the Generating Facility to Buyer or any other California investor-owned utility for a period of one year from the effective date of such termination. The termination of this Agreement becomes effective five Business Days after Seller delivers such Notice.
- (b) Event of Default. Except as provided in Section 1.10, in the event of an uncured Event of Default or an Event of Default for which there is no opportunity for cure permitted in this Agreement, the Non-Defaulting Party may, at its option, terminate this Agreement as set forth in Section 6.03 and, if the Non-Defaulting Party is Buyer, then Seller (or any entity over which Seller or any owner or manager of Seller exercises Control) agrees to waive any right it may have under the Act to enter into any new agreement to sell energy, capacity or attributes from the Generating Facility to Buyer or any other California investor-owned utility for a period of one year following the date of such termination.
- (c) End of Term. This Agreement terminates at midnight of (i) the Term End Date, or (ii) a termination date agreed to in writing by the Parties.
- (d) Rights and Obligations Surviving Termination. The rights and obligations of the Parties that are intended to survive a termination of this Agreement are all such rights and obligations that this Agreement expressly provides survive such termination as well as those rights and obligations arising from either Parties' covenants, agreements, representations or warranties applicable to, or to be performed, at, before or as a result of the termination of this Agreement.

**ARTICLE THREE. SELLER'S OBLIGATIONS**

- 3.01 Conveyance of the Product. During the Term, Seller shall provide and convey the Product to Buyer in accordance with the terms of this Agreement, and Buyer shall have the exclusive right to the Product. Seller shall, at its own cost, take all reasonable actions and execute all documents or instruments that are reasonable and necessary to effectuate the use of the Green Attributes, Capacity Attributes and Resource Adequacy Benefits for Buyer's benefit throughout the Term.
- 3.02 Resource Adequacy. In accordance with Public Utilities Code section 2841(f), Seller grants, pledges, assigns and otherwise commits to Buyer the generating capacity of the Generating Facility to the extent necessary in order for Buyer to count such generating capacity to meet its Resource Adequacy obligations. Seller shall comply with CPUC and CAISO requirements to count towards Resource Adequacy; provided however,

- (i) If such requirements could interfere with the Operations of Seller, Seller shall be entitled to challenge such requirements with the CPUC or other relevant agency. Absent a ruling or other action granting a stay, Seller's compliance shall be required pending resolution of the challenge.
- (ii) If Seller interconnects the Generating Facility pursuant to a non-FERC-jurisdictional interconnection tariff, Seller shall not be required to provide Resource Adequacy Benefits, and Buyer's total obligation to obtain Resource Adequacy Benefits pursuant to the Resource Adequacy Rulings with respect to the service area of Buyer will be decreased by the Generating Facility's generating capacity, provided that, if the outcome of any CPUC proceeding requires Seller to obtain a deliverability study, Seller shall promptly obtain such deliverability study and provide it to Buyer upon the completion of such deliverability study.
- (iii) Following the outcome of the distribution interconnection issues proceeding (R.11-09-011), the Resource Adequacy proceedings (R.09-10-032), and any future CAISO stakeholder process addressing deliverability, a deliverability study may be required for all AB 1613 resources. The CPUC has reserved the right to require appropriate amendments to this Agreement as necessary to address full capacity deliverability issues. The Parties agree to comply with any such CPUC requirement.

3.03 GHG Compliance Costs.

- (a) Direct GHG Compliance Costs. During the Term, Buyer shall reimburse Seller for any Direct GHG Compliance Costs, other than GHG Emissions Allowances, which are separately addressed in the sections below, attributable to the Generating Facility for GHG emissions associated with the Power Product, within forty-five (45) days of Buyer's receipt from Seller of reasonable documentation, in form and substance acceptable to Buyer, establishing that:
  - (i) Seller is actually liable for the Direct GHG Compliance Costs for GHG emissions attributed to the Power Product;
  - (ii) Direct GHG Compliance Costs were imposed upon Seller by an authorized Governmental Authority with jurisdiction to impose Direct GHG Compliance Costs where the Generating Facility is located, or which otherwise has jurisdiction over Seller or the Generating Facility.
  - (iii) Buyer is not liable for reimbursement to Seller for Direct GHG Compliance Costs for GHG emissions associated with the Power Product if the GHG emissions for which Seller seeks reimbursement exceed the GHG Emissions Cap and based on the actual delivered Power Product.
  - (iv) The Generating Facility's GHG emissions has been allocated between the useful thermal output, the electricity consumed on-site, and the exported Power Product based on the relative BTU content of the end product consistent with Form CEC-2843, as amended.
- (b) GHG Allowance Costs. Buyer shall bear the cost of GHG Emissions Allowances for GHG emissions attributable to the Generating Facility and associated with the Power Product through either reimbursement, or direct procurement, as indicated at Section 1.08, provided that:

- (i) Seller is actually required to procure such GHG Emissions Allowances for GHG emissions attributed to the Power Product;
  - (ii) Such GHG Emissions Allowances compliance requirements were imposed upon Seller by an authorized Governmental Authority with jurisdiction to impose GHG emissions allowances requirements where the Generating Facility is located, or which otherwise has jurisdiction over Seller or the Generating Facility;
  - (iii) The Generating Facility's GHG emissions, less any Free Allowance for which the Generating Facility is eligible, shall be allocated between the useful thermal output, the electricity consumed on-site, and the exported Power Product based on the relative BTU content of the end product consistent with Form CEC-2843, as amended;
  - (iv) Buyer's responsibility for GHG Emissions Allowances is limited to GHG emissions associated with the Power Product for which the Seller or the Generating Facility was not eligible to receive Free Allowances;
  - (v) Buyer's responsibility for GHG Emissions Allowances will not exceed the GHG Emissions Cap based on the actual delivered Power Product.
- (c) Reimbursement of Seller for GHG Emissions Allowances. If Seller has elected to manage its own GHG Emissions Allowances in Section 1.09, then, during the Term, Buyer shall reimburse Seller to the extent of Buyer's responsibility for GHG Emissions Allowances in accordance with Section 3.03(b) ("applicable quantity") within forty-five (45) days of Buyer's receipt from Seller of documentation, in form and substance acceptable to Buyer, requesting reimbursement. If the CPUC has specified an index for use in determining the price to be paid for GHG Emissions Allowances, in no event shall Buyer's total payment to Seller for the applicable quantity exceed the total payment that would be due to Seller if the applicable quantity were purchased at the index price at the relevant time period.
- (d) Buyer's Purchase of GHG Emissions Allowances. If Seller has elected to have Buyer purchase GHG Emissions Allowances for the Generating Facility in Section 1.09, then, during the Term and upon the CPUC's issuance of guidelines on the mechanics of Buyer's obligations to purchase GHG Emissions Allowances pursuant to the AB 1613 Decisions, Buyer shall purchase GHG Emissions Allowances for Seller for the applicable quantity for the remainder of the Term in accordance with and subject to such guidelines, as may be revised from time to time.
- (e) This Section 3.03 shall not be applicable during any portion of the Term during which the Monthly Contract Payment is calculated in accordance with Exhibit B (1).
- 3.04 Exclusive Rights. Notwithstanding anything to the contrary in this Agreement, as of the Effective Date and until the Term End Date, Seller may not use, provide or convey any of the Product to any Person other than Buyer.
- 3.05 Site Control. Within 60 days of the Effective Date and until the Term End Date, Seller shall have Site Control.
- 3.06 Permits. Seller shall obtain and maintain all Permits necessary for the Seller to Operate the Generating Facility and to deliver electric energy from the Generating Facility to the Delivery Point.

- 3.07 Interconnection. Seller shall, at its own cost, obtain and maintain all interconnection rights and an interconnection agreement and any related Governmental Authority approval(s) required to enable interconnection with Buyer's electric system and Parallel Operation of the Generating Facility.
- 3.08 CAISO Relationship. Seller shall comply with all applicable provisions of the CAISO Tariff, including securing and maintaining in full force all CAISO agreements, certifications and approvals required in order for the Generating Facility to comply with the CAISO Tariff.
- 3.09 Generating Facility Modifications. Seller shall provide at least 30 days advance Notice to Buyer before making any material modification to the Generating Facility, which Notice will include a description of any change in actual energy production of the Generating Facility and in the Site Host Load anticipated as a result of the modification. Notwithstanding the foregoing, Seller shall make no modification to the Generating Facility that would prevent Seller from complying with the terms of this Agreement.
- 3.10 Metering.
- (a) CAISO-Approved Meter. Seller shall, at its own cost, install, maintain and test the CAISO-Approved Meter pursuant to the CAISO Tariff or other applicable metering requirements, and each CAISO-Approved Meter shall have net energy capability as required under Public Utilities Code Section 2840.2(b)(2).
- (b) Check Meter. Buyer may, at its sole cost, furnish and install one Check Meter on the high voltage side of the substation associated with the Generating Facility or, if there is not enough space at such substation to install the Check Meter, any other location mutually agreeable to the Parties. The Check Meter shall be interconnected with Buyer's communication network to permit (i) periodic, remote collection of revenue quality meter data, and (ii) back-up real time transmission of operating-quality meter data through the Telemetry System. Buyer shall test and recalibrate the Check Meter at least once every Term Year. The Check Meter will be locked or sealed, and the lock or seal may only be broken by a Buyer representative. Seller has the right to be present whenever such lock or seal is broken. Buyer shall replace the Check Meter battery at least once every 36 months; *provided, however*, if the Check Meter battery fails, Buyer shall promptly replace such battery.
- (c) Use of Check Meter for Back-Up Purposes. Buyer may compare the Check Meter data to the CAISO-Approved Meter data. If the deviation between the CAISO-Approved Meter data and the Check Meter data (after adjusting for any compensation factors introduced by the CAISO into the CAISO Approved Meter) for any comparison is greater than 0.3%, Buyer shall provide Notice to Seller of such deviation and the Parties shall mutually arrange for a meter check or recertification of the Check Meter or CAISO-Approved Meter, as applicable. Each Party shall bear its own costs for any meter check or recertification. Testing procedures and standards for the Check Meter will be the same as for a comparable Buyer-owned meter. Seller shall have the right to have representatives present during all such tests. For the avoidance of doubt, the Check Meter is intended to be used for back-up purposes in the event of a failure or other malfunction of the CAISO-Approved Meter, and Check Meter data shall only be used to validate the CAISO-Approved Meter data and, in the event of a failure or other malfunction of the CAISO-Approved Meter, in place of the CAISO-Approved Meter until such time that the CAISO-Approved Meter is checked or recertified.
- 3.11 Provision of Information. Seller shall promptly provide to Buyer all documents reasonably requested by Buyer relating to the Generating Facility (including site plan drawings and single-line diagrams), the administration of this Agreement, or in order for Buyer to comply with any discovery or data request for

information from the CPUC, CEC, FERC, any court, administrative agency, legislative body or other tribunal.

3.12 Operation. Seller shall:

- (a) Operate the Generating Facility in accordance with Prudent Electrical Practices;
- (b) Comply with the requirements set forth in Exhibit C and Exhibit D;
- (c) Use its commercially reasonable efforts to Operate the Generating Facility so that the Power Product conforms with the Forecast provided in accordance with Exhibit C;
- (d) Pay the CAISO Charges for which it is responsible under Exhibit E;
- (e) Use reasonable efforts to respond to any instruction issued by the CAISO or the Transmission Provider or delivered to Seller by Buyer in response to an Emergency;
- (f) Maintain and provide electronically or in hard copy a copy of all relevant daily Operating records to Buyer within 20 days of a request by Notice from Buyer, including records showing (i) real and reactive power production, (ii) changes in Operating status, (iii) protective apparatus operations, and (iv) any unusual conditions found during inspections;
- (g) Keep all Operating records to the extent required of an Eligible CHP Facility by any applicable CPUC or CEC order;
- (h) At least 75 days before the Term End Date or as soon as practicable before the date of an early termination of this Agreement, (i) submit to the CAISO the name of the Scheduling Coordinator that will replace Buyer, and (ii) cause the Scheduling Coordinator that will replace Buyer to submit a letter to the CAISO accepting the designation as Seller's Scheduling Coordinator; and
- (i) Comply with all NERC reliability standards and requirements applicable to the generator owner and generator operator of the Generating Facility, if any.

3.13 Fuel Supply. Seller shall supply all fuel required for the Power Product and any testing of the Generating Facility.

3.14 Power Product Curtailments at Request of Scheduling Coordinator, Transmission Provider, or CAISO. Seller shall promptly curtail the production of the Power Product upon receipt of a notice or instruction from Seller's Scheduling Coordinator, the Transmission Provider, or the CAISO; *provided, however*, that Buyer, in its role as Scheduling Coordinator, shall issue such an instruction only when Buyer is expressly directed to curtail production of the Power Product by the CAISO or where Buyer reasonably believes that curtailment of the Power Product is required to comply with (a) its maintenance requirements and operating orders, (b) a CAISO Declared Over-Generation Condition, or (c) an Emergency. Whenever practicable, Buyer will use commercially reasonable efforts to provide Seller reasonable advance notice of the possibility that a reduction or interruption of deliveries may be required.

3.15 Eligible CHP Facility Status.

- (a) To the extent required by Applicable Law, administration of this Agreement or program eligibility guidelines established by the CEC within thirty (30) Business Days following the Term Start Date or Notice from Buyer, Seller shall provide to Buyer certification from the CEC that the Generating

Facility meets the applicable operating and efficiency standards for Eligible CHP Facilities for the applicable year.

- (b) Seller shall take all necessary steps, including making or supporting timely filings with the appropriate Governmental Authority in order to maintain certification of the Eligible CHP Facility status of the Generating Facility throughout the Term.
- (c) Seller shall provide to Buyer copies of all documentation, including calculations and verifiable supporting data provided to the appropriate Governmental Authority, which demonstrates the compliance of the Generating Facility with the Eligible CHP Facility operating and efficiency standards for the applicable year. Notwithstanding the foregoing, Seller shall provide Buyer with a copy of its Annual Performance Reporting Forms (CEC Form 2843 or its successor) within 5 days of submission to the CEC.
- (d) Seller, unless a public agency, shall take all necessary steps, including making or supporting timely filings with FERC in order to maintain the qualifying facility status of the Generating Facility as required by 18 CFR §292.201, et seq., throughout the Term.
- (e) Within 30 Business Days following the end of each year, and within 30 Business Days following the Term End Date, each QF Seller shall provide to Buyer a copy of a FERC order waiving for the Generating Facility the applicable operating and efficiency standards for qualifying cogeneration facilities, as contemplated in 18 CFR Part 292, Section 292.205, “Criteria for Qualifying Cogeneration Facilities”, for the applicable year, if Seller has received such order from the FERC.

- 3.16 Notice of Cessation or Termination of Service Agreements. Seller shall provide Notice to Buyer within one Business Day if there is a termination of, or cessation of service under, any agreement required in order for the Generating Facility to (a) interconnect with the Transmission Provider’s electric system, (b) transmit and deliver electric energy to the Delivery Point, or (c) own and operate any CAISO-Approved Meter.
- 3.17 Buyer’s Access Rights. Buyer has the right to examine the Site, the Generating Facility and the Operating records for any purpose connected with this Agreement upon providing Seller with reasonable advance Notice under the circumstances. Seller hereby grants Buyer reasonable access to all CAISO-Approved Meters and Check meters for meter readings and any purpose necessary to effectuate this Agreement. Seller shall provide Buyer access to all meter data and data acquisition services both in real-time, and at later times, as Buyer may reasonably request, as necessary to effectuate this Agreement. Seller shall inform Buyer of meter quantity changes after becoming aware of, or being informed of, any such changes by the CAISO. Seller shall provide instructions to the CAISO granting authorizations or other documentation sufficient to provide Buyer with access to the CAISO-Approved Meter and to Seller’s settlement data on OMAR.
- 3.18 Planned Outages. Seller shall schedule and utilize all planned outages in accordance with the procedures and subject to the limitations set forth in Exhibit D.
- 3.19 Seller Ownership and Control of Generating Facility. Seller agrees, that, in accordance with FERC Order No. 697, upon request of Buyer, Seller shall submit a letter of concurrence in support of an affirmative statement by Buyer that the contractual arrangement set forth in this Agreement does not transfer “ownership or control of generation capacity” from Seller to Buyer as the term “ownership or control of generation capacity” is used in 18 CFR Section 35.42. Seller also agrees that it will not, in filings, if any, made subject to Order Nos. 652 and 697, claim that the contractual arrangement set forth in this Agreement conveys ownership or control of generation capacity from Seller to Buyer.

- 3.20 Regulation of Net Output of the Generating Facility. In its sole discretion, Buyer may require that Seller install, at Seller's sole cost, a device or equipment that will disable the Generating Facility from delivering electric energy at a rate greater than 5,000 kWh per hour of Metered Energy. At Buyer's request, Seller shall install such device before the Term Start Date or within 60 days if Buyer's request is made any time after the Term Start Date. Unless otherwise agreed to by the Parties, Buyer shall own, operate, and maintain such device at Seller's sole cost. Any such device shall be agreed upon by Seller and Buyer and must, in accordance with Prudent Electrical Practices, be suitable to the purpose for which it is installed and meet the Transmission Provider's interconnection requirements.
- 3.21 Allocation of Availability Incentive Payments and Non-Availability Charges. If the Generating Facility is subject to the terms of the Availability Standards, Non-Availability Charges, or Availability Incentive Payments as defined and provided for by the CAISO Tariff, any Availability Incentive Payments will be for the benefit of Seller and for Seller's account and any Non-Availability Charges will be the responsibility of Seller and for Seller's account.

#### **ARTICLE FOUR. BUYER'S OBLIGATION TO PAY**

##### **4.01 Obligation to Pay.**

- (a) For Seller's full compensation under this Agreement, during the Term, Buyer shall make a monthly payment (a "Monthly Contract Payment") calculated in accordance with Exhibit B or Exhibit B (1), as determined pursuant to Section 1.07 *provided, however*, Buyer is not obligated to issue a payment to Seller until the amount due to Seller pursuant to this Agreement exceeds \$5,000.00 after set-offs and adjustments in accordance with this Agreement. Buyer shall adjust each Monthly Contract Payment in accordance with the terms of this Agreement, including making adjustment for the fees set forth in Section 1.08 and any CAISO Charges.
- (b) Subject to Section 4.01(a), Buyer shall provide a payment statement within 30 days after the last Business Day of each calendar month, which statement shall include Buyer's payment to Seller and a calculation thereof.
- (c) If Buyer determines that a calculation of Metered Energy is incorrect as a result of an inaccurate meter reading or the correction of data by the CAISO, Buyer shall recompute the Metered Energy quantity for the period of the inaccuracy based on an adjustment of such inaccurate meter reading. Buyer shall then recompute any payment or payment adjustment affected by such inaccuracy. Any amount due from Buyer to Seller or Seller to Buyer, as the case may be, shall be made as an adjustment to a subsequent monthly statement that is calculated after Buyer's recomputation using corrected measurements. If the recomputation results in a net amount owed to Buyer after offsetting any amounts owing to Seller as shown on a subsequent monthly statement, any such additional amount still owing to Buyer shall be shown as an adjustment on Seller's statement until such amount is fully collected by Buyer.
- (d) Buyer may deduct amounts that would otherwise be due to Seller under this Agreement from any amounts owing and unpaid by Seller to Buyer arising out of or related to any other agreement, tariff, obligation or liability pertaining to the Generating Facility.
- (e) Except as otherwise provided for in this Agreement, if, within 90 days of receipt of Buyer's payment statement, Seller does not give Notice to Buyer of an error, then Seller shall be deemed to have waived any error in Buyer's statement, computation and payment and the statement shall be conclusively deemed correct and complete. If Seller timely identifies an error in Seller's favor and Buyer agrees that the identified error occurred, Buyer shall reimburse Seller for the amount of the

underpayment caused by the error and add the underpayment to a subsequent monthly statement that is calculated. If Seller identifies an error in Buyer's favor and Buyer agrees that the identified error occurred, Seller shall reimburse Buyer for the amount of overpayment caused by the error and Buyer shall apply the overpayment to a subsequent statement that is calculated. If the recomputation results in a net amount still owing to Buyer after applying the overpayment, a subsequent statement shall show a net amount owing to Buyer.

- (f) Notwithstanding anything to the contrary in this Agreement, if any payment statement shows amounts owed by Seller to Buyer, Buyer may, at its option, apply this net amount owing to Buyer in any subsequent monthly statements to Seller or invoice Seller for such amount, in which case Seller must pay the amount owing to Buyer within 20 days of receipt of such invoice.
- (g) Notwithstanding anything to the contrary in this Agreement, for the entire period during which Seller fails to materially comply with any provision set forth in Exhibit C, Seller shall be responsible for all CAISO Charges; *provided, however*, that if Seller complies fully with Exhibit C, Buyer shall pay all CAISO Charges (except those CAISO Charges for which Seller is responsible under Exhibit E) for up to 1 MW of deviation of Seller's Forecast from the Metered Energy, and Seller shall be responsible only for CAISO Charges attributable to such deviations in excess of 1 MW.

#### **ARTICLE FIVE. FORCE MAJEURE**

5.01 No Default for Force Majeure. Neither Party will be in default in the performance of any of its obligations set forth in this Agreement, except for obligations to pay money, when and to the extent failure of performance is caused by Force Majeure.

5.02 Requirements Applicable to the Claiming Party. If a Party, because of Force Majeure, is rendered wholly or partly unable to perform its obligations when due under this Agreement, such Party (the "Claiming Party") shall be excused from whatever performance is affected by the Force Majeure to the extent so affected. In order to be excused from its performance obligations under this Agreement by reason of Force Majeure:

- (a) The Claiming Party, within 14 days after the initial occurrence of the claimed Force Majeure, must give the other Party Notice describing the particulars of the occurrence; and
- (b) The Claiming Party must provide timely evidence reasonably sufficient to establish that the occurrence constitutes Force Majeure as defined in this Agreement.

The suspension of the Claiming Party's performance due to Force Majeure may not be greater in scope or longer in duration than is required by such Force Majeure. In addition, the Claiming Party shall use diligent efforts to remedy its inability to perform. When the Claiming Party is able to resume performance of its obligations under this Agreement, the Claiming Party shall give the other Party prompt Notice to that effect.

5.03 Termination. The non-Claiming Party may terminate this Agreement on at least five (5) Business Days' prior Notice, in the event of Force Majeure which materially interferes with such Party's ability to perform its obligations under this Agreement and which extends for more than 365 consecutive days, or for more than a total of 365 days in any consecutive 540-day period.

**ARTICLE SIX. EVENTS OF DEFAULT; REMEDIES**

6.01 Events of Default. An “Event of Default” means the occurrence of any of the following:

- (a) With respect to either Party (a “Defaulting Party”):
  - (i) Any representation or warranty made by such Party in this Agreement is false or misleading in any material respect when made or when deemed made or repeated if the representation or warranty is continuing in nature, if such misrepresentation or breach of warranty is not remedied within 10 Business Days after Notice from the Non-Defaulting Party to the Defaulting Party;
  - (ii) Except for an obligation to make payment when due, the failure to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default or to the extent excused by a Force Majeure) if such failure is not remedied within 30 days after Notice of such failure is provided by the Non-Defaulting Party to the Defaulting Party, which Notice sets forth in reasonable detail the nature of the Event of Default;
  - (iii) A Party fails to make when due any payment (other than amounts disputed in accordance with the terms of this Agreement) due and owing under this Agreement and such failure is not cured within five Business Days after Notice is provided by the Non-Defaulting Party to the Defaulting Party of such failure;
  - (iv) A Party becomes Bankrupt; or
  - (v) A Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another Person and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee Person fails to assume all the obligations of such Party under this Agreement either by operation of law or pursuant to an agreement reasonably satisfactory to the other Party.
- (b) With respect to Seller:
  - (i) The total quantity of Metered Energy in any Term Year is less than 10% of the Expected Term Year Energy Production;
  - (ii) Seller delivers, Schedules, or attempts to deliver or Schedule at the Delivery Point for sale under this Agreement, electric energy that was not generated by the Generating Facility;
  - (iii) The Term Start Date does not occur within 18 months of the Effective Date, if Seller is a New Eligible CHP Facility, or within 6 months of the Effective Date, if Seller is an Existing Eligible CHP Facility; *provided, however*, that this 18-month or 6-month period shall be extended on a day-for-day basis for any delay caused solely by Buyer’s failure to perform its obligation(s) under this Agreement or excused solely as a result of Force Majeure as to which Seller is the Claiming Party (subject to Section 5.03), as to which, in either case, Seller has notified Buyer of the new expected Term Start Date;
  - (iv) Termination of, or cessation of service under, any agreement necessary for the interconnection of the Generating Facility to the Transmission Provider’s electric system or

for metering the Metered Energy, and such service is not reinstated, or alternative arrangements implemented, within 120 days after such termination or cessation;

- (v) Seller materially fails to comply with any provision of Exhibit C and such failure is not cured within 30 days after Notice is provided by Buyer to Seller; or
- (vi) Seller fails to maintain its status as an Eligible CHP Facility during the Term.

6.02 Site Host Changes. Notwithstanding Section 6.01 above, with respect to Seller, an Event of Default shall not include (a) cessation of operation by the Site Host, or (b) the inability of Site Host to use the waste heat from the Generating Facility in a manner that is consistent with the requirements of the Act. If the Site Host ceases operation or is unable to use the waste heat from the Generating Facility in a manner that is consistent with the Act for a period of 365 days or more, either Party may terminate this Agreement. If Seller terminates this Agreement pursuant to this Section 6.02, then Seller (or any entity over which Seller or any owner or manager of Seller exercises Control) agrees to waive any right it may have under the Act to enter into any new agreement to sell energy, capacity, or attributes from the Generating Facility to Buyer or any other California investor-owned utility for a period of one following the effective date of such termination.

6.03 Early Termination. There shall be no opportunity to cure a default other than as expressly provided in Section 6.01. If this Agreement is terminated pursuant to Section 2.02(b), then Buyer or the Non-Defaulting Party will have the right to (a) designate by no more than twenty (20) days' Notice to the Defaulting Party a date for the early termination of this Agreement (an "Early Termination Date"), (b) immediately suspend performance under this Agreement, and (c) pursue all remedies available at law or in equity against the Defaulting Party (including monetary damages), subject to the terms of this Agreement.

## ARTICLE SEVEN. MISCELLANEOUS

7.01 Representations, Warranties and Covenants. On the Effective Date, each Party represents, warrants, and covenants to the other Party that:

- (a) It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;
- (b) It has or will timely acquire all regulatory authorizations necessary for it to legally perform its obligations under this Agreement;
- (c) The execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any Applicable Laws;
- (d) This Agreement constitutes a legally valid and binding obligation enforceable against it in accordance with its terms;
- (e) There is not pending, or to its knowledge, threatened against it or, in the case of Seller, any of its Affiliates, any legal proceeding that could materially adversely affect its ability to perform under this Agreement;
- (f) It is acting for its own account, and its decision to enter into this Agreement is based on its own judgment, not in reliance upon the advice or recommendations of the other Party and it is capable

of assessing the merits of and understanding, and understands and accepts the terms, conditions and risks of this Agreement; and

- (g) (g) It has not relied on any promises, representations, statements or information of any kind that are not contained in this Agreement in deciding to enter into this Agreement.

7.02 Additional Representations, Warranties, and Covenants by Seller. Seller represents, warrants and covenants to Buyer that:

- (a) It does not, and will not (i) convey, transfer, allocate, designate, award, report or otherwise provide any or all of the Product, or any portion thereof, or any benefits derived therefrom, to any party other than Buyer, or (ii) start-up or Operate the Generating Facility per instruction of or for the benefit of any third party, except in order to satisfy the Site Host Load, or as required by other Applicable Laws.
- (b) Throughout the Term: (i) it or its subcontractors will own or lease and Operate the Generating Facility; (ii) it will deliver the Product to Buyer free and clear of all liens, security interests, Claims and encumbrances or any interest therein or thereto by any Person; (iii) it will hold the rights to all of the Product; (iv) the Generating Facility will maintain its qualification as an Eligible CHP Facility; and (v) the Generating Facility will meet all applicable greenhouse gas emissions standards, as such standards may change from time to time.

7.03 Indemnity.

- (a) Each Party as indemnitor shall defend, save harmless and indemnify the other Party and the directors, officers, employees, and agents of such other Party against and from any and all loss, liability, damage, Claim, cost, charge, demand, or expense (including any direct, indirect, or consequential loss, liability, damage, Claim, cost, charge, demand, or expense, including reasonable attorneys' fees) for injury or death to Persons, including employees of either Party, and physical damage to property including property of either Party arising out of or in connection with the negligence or willful misconduct of the indemnitor relating to its obligations under this Agreement. This indemnity applies notwithstanding the active or passive negligence of the indemnitee. However, neither Party is indemnified under this Agreement for its loss, liability, damage, Claim, cost, charge, demand or expense to the extent resulting from its own negligence or willful misconduct.
- (b) Each Party releases and shall defend, save harmless and indemnify the other Party from any and all loss, liability, damage, Claim, cost, charge, demand or expense arising out of or in connection with any breach made by the indemnifying Party of its representations, warranties and covenants in Section 7.01 and Section 7.02. Notwithstanding anything to the contrary in this Agreement, if Seller fails to comply with the provisions of Section 7.10, Seller shall, at its own cost, defend, save harmless and indemnify Buyer, its directors, officers, employees, and agents, assigns, and successors in interest, from and against any and all loss, liability, damage, Claim, cost, charge, demand, or expense of any kind or nature (including any direct, indirect, or consequential loss, damage, Claim, cost, charge, demand, or expense, including reasonable attorneys' fees and other costs of litigation), resulting from injury or death to any Person or damage to any property, including the personnel or property of Buyer, to the extent that Buyer would have been protected had Seller complied with all of the provisions of Section 7.10. The inclusion of this Section 7.03(b) is not intended to create any express or implied right in Seller to elect not to provide the insurance required under Section 7.10.

- (c) Each Party shall defend, save harmless and indemnify the other Party against any taxes imposed by any Governmental Authority on or with respect to the Generating Facility, Monthly Contract Payments made by Buyer to Seller, or the Power Product before the Delivery Point, including ad valorem taxes and other taxes attributable to the Generating Facility, the Site or land rights or interests in the Site or the Generating Facility for which such indemnifying Party is responsible.
- (d) All indemnity rights survive the termination of this Agreement for 12 months.

- 7.04 Assignment. Seller may not assign this Agreement or its rights under this Agreement without the prior written consent of Buyer, which consent may not be unreasonably withheld; *provided, however*, that Seller may, without the consent of Buyer (and without relieving Seller from liability hereunder), transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof to its Lender(s) in connection with any financing if (a) such Lender(s) assumes the payment and performance obligations provided under this Agreement with respect to Seller, (b) such Lender(s) agree in writing to be bound by the terms and conditions of this Agreement, and (c) Seller delivers such tax and enforceability assurance as Buyer may reasonably request.
- 7.05 Governing Law and Jury Trial Waiver. THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER ARE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. TO THE EXTENT ENFORCEABLE AT SUCH TIME, EACH PARTY WAIVES ITS RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.
- 7.06 Arbitration. Except for matters relating to specific performance, injunctive relief or other equitable remedies, the Parties agree to submit to arbitration any and all matters in dispute or controversy among them concerning the terms of this Agreement. Unless the Parties agree to alternative arrangements, the selection of arbitrators and the procedure shall be in accordance with the commercial arbitration rules then in effect of the Judicial Arbitration and Mediation Services, Inc. Any award rendered shall be final and conclusive upon the Parties and a judgment thereon may be entered in the highest court of the forum, state or federal, having jurisdiction. The expenses of the arbitration shall be borne equally by the Parties; *provided, however*, that each Party shall pay for and bear the costs of its own experts, evidence and counsel's fees. Notwithstanding the rules and procedures that would otherwise apply to the arbitration, and unless the Parties agree to a different arrangement, the place of the arbitration will be in San Francisco, California.
- 7.07 Notices. All Notices shall be made in accordance with this Section 7.07 and Exhibit F. Notices (other than Forecasts and Scheduling requests) shall, unless otherwise specified in this Agreement, be in writing and may be delivered by hand delivery, first class United States mail, overnight courier service, electronic transmission or facsimile. Notices provided in accordance with this Section 7.07 are deemed given as follows: (a) Notice by facsimile, electronic transmission or hand delivery is deemed given at the close of business on the day actually received, if received during business hours on a Business Day, and otherwise are deemed given at the close of business on the next Business Day; (b) Notice by overnight first class United States mail or overnight courier service is deemed given on the next Business Day after such Notice is sent out; and (c) Notice by first class United States mail is deemed given two Business Days after the postmarked date. Notices are effective on the date deemed given, unless a different date for the Notice to go into effect is stated in another section of this Agreement.

7.08 General.

- (a) Except as may otherwise be provided in this Agreement, there is no warranty of merchantability or fitness for a particular purpose, and any and all implied warranties are disclaimed. Liability shall be limited to direct actual damages only, such direct actual damages shall be the sole and exclusive remedy and all other remedies or damages at law or in equity are waived unless expressly herein provided. Unless expressly provided for in this Agreement, neither Party shall be liable for consequential, incidental, punitive, exemplary or indirect damages, lost profits or other business interruption damages. This Agreement will not be construed against any Party as a result of the preparation, substitution, or other event of negotiation, drafting or execution thereof. Except to the extent provided for in this Agreement, no amendment or modification to this Agreement is enforceable unless reduced to a writing signed by all Parties.
- (b) Each Party reserves all rights, claims and defenses with respect to this Agreement, the AB1613 Decisions, and any application for rehearing, petition for modification, petition for declaratory order, or appeal filed with respect to such decisions.
- (c) This Agreement supersedes all prior agreements, whether written or oral, between the Parties with respect to its subject matter and constitutes the entire agreement between the Parties relating to its subject matter.
- (d) If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
- (e) Waiver by a Party of any default by the other Party will not be construed as a waiver of any other default.
- (f) The term “including” when used in this Agreement is by way of example only and will not be considered in any way to be in limitation.
- (g) The word “or” when used in this Agreement includes the meaning “and/or” unless the context unambiguously dictates otherwise.
- (h) Where days are not specifically designated as Business Days, they are calendar days. Where years are not specifically designated as Term Years, they are calendar years.
- (i) This Agreement will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the Parties.
- (j) Whenever this Agreement refers to any law, tariff, government department or agency, regional reliability council, Transmission Provider, or credit rating agency, the Parties agree that the reference also refers to any successor to such law, tariff or organization.
- (k) This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission, an Adobe Acrobat file or by other electronic means constitutes effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes.

- (l) The headings used in this Agreement are for convenience and reference purposes only and will not affect its construction or interpretation. All references to “Sections” and “Exhibits” refer to the corresponding Sections and Exhibits of this Agreement. Unless otherwise specified, all references to “Sections” in Exhibits A through G refer to the corresponding Articles and Sections in the main body of this Agreement. Words having well-known technical or industry meanings have such meanings unless otherwise specifically defined in this Agreement.

7.09 Confidentiality. Neither Party may disclose any Confidential Information to a third party, other than: (a) to such Party’s employees, Lenders, investors, attorneys, accountants or advisors who have a need to know such information and have agreed to keep such terms confidential; (b) to potential Lenders with the consent of Buyer, which consent will not be unreasonably withheld; (c) to Buyer’s Procurement Review Group, as defined in D.02-08-071, subject to any applicable limitations and subject to a protective order applicable to Buyer’s Procurement Review Group; (d) with respect to Confidential Information, the CPUC, the CEC or the FERC, under seal for any regulatory purpose, including policymaking, but only provided that the confidentiality protections from the CPUC under Section 583 of the California Public Utilities Code or other statute, order or rule offering comparable confidentiality protection are in place before the communication of such Confidential Information; (e) in order to comply with any Applicable Law or any exchange, Control Area or CAISO rule, or order issued by a court or entity with competent jurisdiction over the disclosing party; and (f) in order to comply with any Applicable Law, including applicable regulation, rule, subpoena, or order of the CPUC, CEC, FERC, any court, administrative agency, legislative body or other tribunal, or any discovery or data request of the CPUC. In connection with requirements, requests or orders to produce documents or information in the circumstances provided in Section 7.09(f), each Party shall use reasonable efforts to (i) notify the other Party before disclosing the Confidential Information, and (ii) prevent or limit such disclosure.

7.10 Insurance.

- (a) General Liability Coverage. Seller shall, at its own expense and at all times from the Effective Date until the Term End Date, maintain in effect the following insurance policies and minimum limits of coverage (and such additional coverage as may be required by Applicable Law), in each case with insurance companies authorized to do business in California having an A.M. Best’s Insurance Rating of A minus: VII or better, and in each case specifying Buyer as an insured on the policy. The insurance required in this Section 7.10 may be provided by any combination of Seller’s primary and excess liability policies.
  - (i) Workers’ compensation insurance, with statutory limits as required by California;
  - (ii) Employer’s liability insurance, with at least the following limits: (1) bodily injury by accident - \$1,000,000 each accident; (2) bodily injury by disease - \$1,000,000 policy limit; and (3) bodily injury by disease - \$1,000,000 each employee;
  - (iii) Commercial general liability insurance, written on an “occurrence” (not a claims-made) basis, covering all operations by or on behalf of Seller arising out of or connected with this Agreement. This commercial general liability insurance must (1) bear a combined single limit per occurrence and annual aggregate of not less than \$1,000,000, exclusive of defense costs, for all coverages, (2) contain standard cross-liability or severability of interest provisions, and (3) contain no explosion, collapse, or underground exclusion;
  - (iv) Commercial automobile liability insurance, covering bodily injury and property damage with a combined single limit of not less than \$1,000,000 per occurrence. This commercial

automobile liability insurance must cover liability arising out of the use of all owned, non-owned and hired automobiles; and

- (v) Excess liability insurance written on an “occurrence” (not “claims made”) basis and providing coverage excess of the underlying employer’s liability, commercial general liability, and commercial automobile liability insurance, on terms at least as broad as the underlying coverage with limits of not less than \$4,000,000 per occurrence and in the annual aggregate.
- (b) The insurance required in this Section 7.10 applies as primary insurance to, without a right of contribution from, any other insurance maintained by or afforded to Buyer, its subsidiaries and parent company, and their respective officers, directors, shareholders, agents, and employees, despite of any provision in Seller’s insurance to the contrary. Carriers furnishing the required insurance must waive all rights of recovery from or subrogation against Buyer, its subsidiaries and parent company, and their respective officers, directors, shareholders, agents, employees and insurers. The insurance required in Section 7.10(a) must name Buyer, its subsidiaries and parent company, and their respective officers, directors, shareholders, agents and employees additional insureds with respect to all third party liabilities arising out of Seller’s construction, use or ownership of the Generating Facility.
- (c) Within 30 days of the Effective Date, and within a reasonable time after coverage is renewed or replaced, Seller shall furnish to the Buyer certificates of insurance in forms reasonably acceptable to Buyer, establishing that Seller’s policies provide the coverage and limits of insurance required under this Section 7.10 and that these policies will be in full force and effect as of the Effective Date, continuing until the end of the Term. Seller’s insurance obtained in accordance with this Section 7.10 may only be terminated, expire or materially altered upon 30 days’ prior Notice to Buyer.
- (d) If any of the required insurance coverages contain aggregate limits applying to other operations of Seller outside of this Agreement, and such limits are diminished by any incident, occurrence, Claim, settlement or judgment against such insurance, Seller shall take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits. Governmental entities that have an established record of self-insurance may provide the required coverage through self insurance.
- (e) If Seller fails to comply with any of the provisions of this Section 7.10, Seller shall, among other things and without restricting Buyer’s remedies under the law or otherwise, at its own cost, defend, indemnify and hold harmless Buyer, its subsidiaries and parent company, and their respective officers, directors, shareholders, agents, and employees, from and against any and all liability, damages, losses, Claims, demands, actions, causes of action, costs, including attorney’s fees and expenses, or any of them, resulting from the death or injury to any person or damage to any property to the extent that Buyer would have been protected had Seller complied with all of the provisions of this Section.

7.11 Simple Interest Payments. Except as specifically provided in this Agreement, any outstanding and past due amounts owing and unpaid by either Party under the terms of this Agreement shall be eligible to receive a Simple Interest Payment calculated using the Interest Rate for the number of days between the date due and the date paid.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective authorized representatives as of the Effective Date.

This agreement is effective when accepted and executed by PG&E.

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_____ Seller's Name	_____ Buyer's Name
_____ Seller's business registration	<b>A California Corporation</b> _____ Buyer's business registration
_____ Authorized by (Print)	_____ Authorized by (Print)
_____ Signature	_____ Signature
_____ Title	_____ Title
_____ Date	_____ Date

## **EXHIBIT A** ***Definitions***

For purposes of this Agreement, the following terms and variations thereof have the meanings specified or referred to in this Exhibit A:

“AB 1613 Decisions” means the decisions issued in R.08-06-024.

“Act” has the meaning set forth in the Recitals.

“Affiliate” means, with respect to a Party, any Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with such Party. For purposes of this definition, “control” means the direct or indirect ownership of 50% or more of the outstanding capital stock or other equity interests having ordinary voting power.

“Agreement” has the meaning set forth in the Preamble.

“Applicable Law” means all constitutions, treaties, laws, ordinances, rules, regulations, interpretations, permits, judgments, decrees, injunctions, writs and orders of any Governmental Authority or arbitrator that apply to any Party, the Generating Facility or the terms of this Agreement.

“As-Available Contract Capacity” means the electric energy generating capacity that Seller provides on an as-available basis for the Power Product, as set forth in Section 1.03, as may be adjusted from time to time.

“Availability Standards” means the standard set forth in the CAISO Tariff setting forth criteria for determining if a Resource Adequacy Resource is subject to Non-Availability Charges or Availability Incentive Payments (each as defined in the CAISO Tariff), under the CAISO Tariff.

“Average Higher Heating Value MPR Heat Rate” means the heat rate equal to 6,924 Btu/kWh, or 6.924 mmbtu/MWh, per CPUC Resolution E-4298, which heat rate will be modified in this Agreement if there is any modification thereto by the CPUC or other authorized Governmental Authority.

“Bankrupt” means with respect to any Person, such Person:

- (a) Files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it (which petition is not dismissed within 90 days);
- (b) Makes an assignment or any general arrangement for the benefit of creditors;
- (c) Otherwise becomes bankrupt or insolvent (however evidenced);
- (d) Has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets; or
- (e) Is generally unable to pay its debts as they fall due.

“Business Day” means any day except a Saturday, Sunday, the Friday after the United States Thanksgiving holiday, or a Federal Reserve Bank holiday that begins at 8:00 a.m. and ends at 5:00 p.m. local time for the Party sending a Notice or payment or performing a specified action.

“Buyer” has the meaning set forth in the Preamble.

“Buyer Tariffs” means the entire body of effective rates, fees, rentals, charges, and rules collectively of PG&E, including title page, preliminary statement, service area maps, rate schedules, list of contracts and deviations, rules, and sample forms.

“CAISO” means the California Independent System Operator Corporation.

“CAISO-Approved Meter” means any revenue quality, electric energy measurement meter system(s), including all associated metering transformers and related appurtenances, as required by the CAISO (or, to the extent that the CAISO’s metering requirement does not apply, Prudent Electrical Practices) and furnished by Seller, and which (a) is designed, manufactured and installed in accordance with the CAISO’s metering requirements, or, to the extent that the CAISO’s metering requirements do not apply, Prudent Electrical Practices, and (b) is a time-of-use meter capable of measuring the net electric energy output from the Generating Facility.

“CAISO-Approved Quantity” means the total quantity of electric energy the Buyer Schedules with the CAISO and the CAISO approves in its final schedule which is published in accordance with the CAISO Tariff.

“CAISO Controlled Grid” has the meaning set forth in the CAISO Tariff.

“CAISO Declared Over-Generation Condition” means a CAISO-declared condition on the CAISO Controlled Grid where the sum of the desired generation output of all of Scheduling Coordinators in the Control Area, absent mitigation, would be greater than the system load.

“CAISO Charges” means the debits, costs, fees, penalties, sanctions, interest or similar charges, including imbalance energy charges, that are directly assigned by the CAISO to the CAISO Global Resource ID for the Generating Facility for, or attributable to, Scheduling, Availability Standards or deliveries from the Generating Facility under this Agreement.

“CAISO Global Resource ID” means the number or name assigned by the CAISO to the CAISO-Approved Meter.

“CAISO Revenues” means the credits, fees, payments, revenues, interest or similar benefits, including imbalance energy payments, that are directly assigned by the CAISO to the CAISO Global Resource ID for the Generating Facility for, or attributable to, Scheduling or deliveries from the Generating Facility under this Agreement.

“CAISO Tariff” means the California Independent System Operator Corporation Operating Agreement and Tariff, including the rules, protocols, procedures and standards attached thereto, as the same may be amended or modified from time to time and approved by the FERC.

“Capacity Attributes” means any and all current or future defined characteristics, certificates, tag, credits, ancillary service attributes, or accounting constructs, howsoever entitled, other than Resource Adequacy Benefits, attributed to or associated with the electricity generating capability of the Generating Facility.

“CARB” means the California Air Resources Board

“CEC” means the California Energy Commission.

“Check Meter” means the Buyer revenue-quality meter section or meter(s), which Buyer may furnish at its discretion, as set forth in Section 3.10(b), and will include those devices normally supplied by Buyer or Seller under the applicable utility electric service requirements.

“Claiming Party” has the meaning set forth in Section 5.02.

“Claims” means all third party claims or actions, threatened or filed and, whether groundless, false, fraudulent or otherwise, that directly or indirectly relate to the subject matter of an indemnity, and the resulting losses, damages, expenses, attorneys’ fees and court costs, whether incurred by settlement or otherwise, and whether such claims or actions are threatened or filed before or after the termination of this Agreement.

“Confidential Information” means all oral or written communications exchanged between the Parties on or after the Effective Date relating to the implementation of this Agreement, including information related to Seller’s compliance with operating and efficiency standards applicable to an Eligible CHP Facility. Confidential Information does not include (i) information which is in the public domain as of the Effective Date or which comes into the public domain after the Effective Date from a source other than from the other Party, (ii) information which either Party can demonstrate in writing was already known to such Party on a non-confidential basis before the Effective Date, (iii) information which comes to a Party from a bona fide third-party source not under an obligation of confidentiality, or (iv) information which is independently developed by a Party without use of or reference to Confidential Information or information containing Confidential Information.

“Control” means the direct or indirect ownership of 20% or more of the outstanding capital stock or other equity interests having ordinary voting power

“CPUC” means the California Public Utilities Commission.

“Decision” means CPUC Decision (“D”) 07-09-040.

“Defaulting Party” has the meaning set forth in Section 6.01(a).

“Delivery Point” has the meaning set forth in Section 1.06.

“Direct GHG Compliance Costs” mean any taxes, charges or fees imposed by an authorized Governmental Authority with jurisdiction over the Seller or the Generating Facility, and levied directly on the Generating Facility for GHG emissions attributable to its Operations.

“Early Termination Date” has the meaning set forth in Section 6.03(a).

“Effective Date” has the meaning set forth in the Preamble.

“Eligible CHP Facility” means a facility, as defined by Public Utilities Code Section 2840.2, subdivisions (a) and (b) that, (1) meets the guidelines established by the California Energy Commission pursuant to Public Utilities Code §2843 and, (2) meets the requirements of 18 Code of Federal Regulations §292.201, et seq., unless Seller is a public agency exempt from FERC jurisdiction under 16 United States Code (“USC”) §824(f).

“Emergency” means an actual or imminent condition or situation which (a) is defined and declared by the CAISO or Transmission Provider, (b) jeopardizes the integrity or reliability of the CAISO Controlled Grid or Transmission Provider’s electric system, (c) requires automatic or immediate manual action to prevent or limit loss of load or generation supply, or (d) poses a threat to public safety.

“Event of Default” has the meaning set forth in Section 6.01.

“Existing Eligible CHP Facility” means an Eligible CHP Facility that, during the entire Term, (1) satisfies the provisions of the Act as implemented by the CEC pursuant to Public Utilities Code Section 2843 in the CEC’s

“Final Statement of Reasons” issued in June 2010, and (2) is a Qualifying Facility under PURPA, unless Seller is a public agency exempt from FERC jurisdiction under 16 United States Code (“USC”) §824(f).

“Expected Term Year Energy Production” means the Metered Energy quantity expected to be produced by the Generating Facility during each Term Year, as set forth in Section 1.05.

“FERC” means the Federal Energy Regulatory Commission.

“Forced Outage” has the meaning set forth in the CAISO Tariff.

“Force Majeure” means any event or circumstance (that is not anticipated as of the Effective Date) to the extent beyond the control of, and not the result of the negligence of, or caused by, the Party seeking to have its performance obligation excused thereby, which by the exercise of due diligence such Party could not reasonably have been expected to avoid and which by exercise of due diligence it has been unable to overcome. Force Majeure does not include: (a) a failure of performance of any other Person, including any Person providing electric transmission service or fuel transportation to the Generating Facility, except to the extent that such failure was caused by an event that would otherwise qualify as a Force Majeure; (b) failure to timely apply for or obtain Permits or other credits required to Operate the Generating Facility (provided, however, that failure or delay in the granting of permits, to the extent such failure or delay is not caused by action or inaction of Seller, qualifies as a Force Majeure for purposes of this Agreement); (c) breakage or malfunction of equipment (except to the extent that such failure was caused by an event that would otherwise qualify as a Force Majeure); or (d) a lack of fuel of an inherently intermittent nature such as wind, water, solar radiation or waste gas or waste derived fuel.

“Forecast” means the hourly forecast of the total electric energy production of the Generating Facility (in MWh) when the Generating Facility is not PIRP-eligible, net of the Site Host Load and Station Use, or (b) the available total generation capacity of the Generating Facility (in MW) when the Generating Facility is PIRP-eligible, net of the Site Host Load and Station Use.

“Free Allowance” means any GHG Emissions Allowance freely allocated to Seller or the Generating Facility by CARB or an authorized Governmental Authority (or any entity authorized by such Governmental Authority).

“Generating Facility” means the Generating Unit(s) comprising Seller’s power plant (as more particularly described in Section 1.02 and Exhibit G), including all other materials, equipment, systems, structures, features and improvements necessary to produce electric energy and thermal energy, excluding the Site, land rights and interests in land.

“Generating Unit” means one or more generating equipment combinations typically consisting of prime mover(s), electric generator(s), electric transformer(s), steam generator(s) and air emission control devices.

“Generation Operations Center” means the location of Buyer’s real-time operations personnel.

“GHG” is an abbreviation for “greenhouse gas” which means emissions released into the atmosphere of carbon dioxide (CO<sub>2</sub>), nitrous oxide (N<sub>2</sub>O) and methane (CH<sub>4</sub>), which are produced as the result of combustion or transport of fossil fuels. Other greenhouse gases may include hydrofluorocarbons (HFCs), perfluorocarbons (PFCs) and sulfur hexafluoride (SF<sub>6</sub>), which are generated in a variety of industrial processes. Greenhouse gases may be defined or expressed in terms of a metric ton of CO<sub>2</sub>-equivalent, in order to allow comparison between the different effects of gases on the environment; provided, however, that the definition of the term “Greenhouse Gas”, as set forth in the immediately preceding sentence, shall be deemed revised to include any update or other change to such term by the CARB or any other Governmental Authority

“GHG Emissions Allowance” means a limited tradable authorization (whether in the form of a credit, allowance, or other similar right), allocated to, issued to or purchased by, Seller, the Site Host or a Related Entity of Seller, which respect to the Generating Facility, to emit one MT of GHG, in accordance with a cap-and-trade program in California for the regulation of GHG, as established by CARB (and/or by a different Governmental Authority pursuant to federal or state legislation), and as applied to the GHG emitted by the Generating Facility.

“GHG Emissions Cap” means the product of (a) the rate for tonnes of CO<sub>2</sub> per MMBtu of natural gas, 0.0531 tonnes/mmbtu, times (b) the Average Higher Heating Value MPR Heat Rate in mmbtu/MWh.

“Governmental Authority” means (a) any federal, state, local, municipal or other government, (b) any governmental, regulatory or administrative agency, commission, or other authority lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power, or (c) any court or governmental tribunal.

“Green Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Project, and its avoided emission of pollutants. Green Attributes include but are not limited to Renewable Energy Credits, as well as:

- (1) Any avoided emission of pollutants to the air, soil or water such as sulfur oxides (SO<sub>x</sub>), nitrogen oxides (NO<sub>x</sub>), carbon monoxide (CO) and other pollutants;
- (2) Any avoided emissions of carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere;
- (3) The reporting rights to these avoided emissions, such as Green Tag Reporting Rights.

Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser’s discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of energy.

Green Attributes do not include:

- (i) Any energy, capacity, reliability or other power attributes from the Project,
- (ii) Production tax credits associated with the construction or operation of the Project and other financial incentives in the form of credits, reductions, or allowances associated with the Project that are applicable to a state or federal income taxation obligation,
- (iii) Fuel-related subsidies or “tipping fees” that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, or
- (iv) Emission reduction credits encumbered or used by the Project for compliance with local, state, or federal operating and/or air quality permits.

If the Project is a biomass or biogas facility and Seller receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributed to its fuel usage, it shall provide Buyer with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from the Project.

“High-Value Area” means a “Local Resource Adequacy” area based on the most recent CAISO Local Capacity Requirement Study adopted by the CPUC, as defined in Exhibit B, Section 6.

“Holidays” means “NERC Holidays” as defined in Exhibit B, Section 5. “Time of Delivery Periods and Allocation Factors.”

“Host Site” means the site at which the Site Host Load is consumed, including real property, facilities and equipment owned or operated by the Site Host or its Affiliates located at such site.

“Hour-Ahead Scheduling Deadline” means 30 minutes before the deadline established by the CAISO for the submission of schedules for the applicable hour.

“IFM” (i.e., the Integrated Forward Market) has the meaning set forth in the CAISO Tariff.

“Interest Rate” means an annual rate equal to the rate published in The Wall Street Journal as the “Prime Rate” (or, if more than one rate is published, the arithmetic mean of such rates) as of the date payment is due plus two percentage points; *provided, however*, that in no event shall the Interest Rate exceed the maximum interest rate permitted by Applicable Laws.

“Lender” means any financial institutions or successors in interest or assignees that provides development, bridge, construction, permanent debt or tax equity financing or refinancing for the Generating Facility to Seller.

“Location Bonus” is described in Section 6 of Exhibit B.

“Metered Amounts” means the quantity of electric energy, expressed in kWh, as recorded by (i) the CAISO-Approved Meter(s), which quantity may include compensation factors introduced by the CAISO into the CAISO-Approved Meter(s), or (ii) Check Meter(s), as applicable.

“Metered Energy” means the total electric energy expressed in kWh, in excess of Station Use and Site Host Load and measured by the CAISO-Approved Meter(s) or Check Meter(s), (after adjusting for any compensation factors introduced by the CAISO into the CAISO Approved Meter), as applicable, at the Generating Facility for the specified Metering Interval.

“Metering Interval” means the smallest measurement time period over which data are recorded by the CAISO-Approved Meters or Check Meters, as applicable.

“Monthly Contract Payment” has the meaning set forth in Section 4.01(a).

“NERC” means the North American Electric Reliability Corporation.

“New Eligible CHP Facility” means an Eligible CHP Facility that commences Operation after the Effective Date.

“Non-Defaulting Party” has the meaning set forth in Section 6.03.

“Non-Peak Hours” means the hours specified in the definitions of “Shoulder” and “Night” TOD Periods in Exhibit B, “5. Time of Delivery Periods and Allocations Factors” or Exhibit B(1), “4. Time of Delivery Periods” as determined pursuant to Section 1.07.

“Notice” means notices, requests, statements or payments provided in accordance with Section 7.07 and Exhibit E.

“OMAR” means the Operational Metering Analysis and Reporting System operated and maintained by the CAISO as the repository of settlement-quality meter data or its successor.

“Operate”, “Operating” and “Operation” mean to provide all the operation, engineering, purchasing, repair, supervision, training, inspection, testing, protection, use management, improvement, replacement, refurbishment, retirement, and maintenance activities associated with operating the Generating Facility in order to produce the Power Product in accordance with Prudent Electrical Practices.

“Outage Schedule” has the meaning set forth in Section 2(a) of Exhibit D.

“Outage Schedule Submittal Requirements” describes the obligations of Seller to submit maintenance and planned outage schedules (as defined in the CAISO Tariff under WECC rules) to Buyer in accordance with Exhibit D.

“Parallel Operation” means the Generating Facility’s electrical apparatus is connected to the Transmission Provider’s system and the circuit breaker at the point of common coupling is closed. The Generating Facility may be producing electric energy or consuming electric energy at such time.

“Party” or “Parties” has the meaning set forth in the Preamble.

“Peak Months” means June, July, August and September.

“Permits” means all applications, approvals, authorizations, consents, filings, licenses, orders, permits or similar requirements imposed by any Governmental Authority, or the CAISO, in order to develop, construct, Operate, maintain, improve, refurbish or retire the Generating Facility or to Forecast or deliver the electric energy produced by the Generating Facility to Buyer.

“Person” or “Persons” means an individual, partnership, corporation, business trust, limited liability company, limited liability partnership, joint stock company, trust, unincorporated association, joint venture or other entity or a Governmental Authority.

“Physical Trade” has the meaning set forth in the CAISO Tariff.

“PIRP” (i.e., Participating Intermittent Resource Program) means the CAISO’s intermittent resource program initially established pursuant to Amendment No. 42 of the CAISO Tariff in Docket No. ER02-922-000, or any successor program that Buyer determines accomplishes a similar purpose.

“Power Product” means (a) the As-Available Contract Capacity and (b) all electric energy produced by the Generating Facility, net of all Station Use and any and all of the Site Host Load.

“Power Rating” means the electrical power output value indicated on the generating equipment nameplate.

“Product” means the Power Product, Green Attributes, Capacity Attributes and Resource Adequacy Benefits.

“Project” means the Generating Facility.

“Prudent Electrical Practices” means those practices, methods and acts that would be implemented and followed by prudent operators of electric generating facilities in the Western United States, similar to the Generating Facility, during the relevant time period, which practices, methods and acts, in the exercise of prudent and responsible professional judgment in the light of the facts known at the time a decision was made, could

reasonably have been expected to accomplish the desired result consistent with good business practices, reliability and safety. Prudent Electrical Practices includes, at a minimum, those professionally responsible practices, methods and acts described in the preceding sentence that comply with the manufacturer's warranties, restrictions in this Agreement, and the requirement of Governmental Authorities, WECC standards, the CAISO and Applicable Laws. Prudent Electrical Practices shall include taking reasonable steps to ensure that: (a) equipment, materials, resources and supplies, including spare parts inventories, are available to meet the Generating Facility's needs; (b) sufficient operating personnel are available at all times and are adequately experienced, trained and licensed as necessary to Operate the Generating Facility properly and efficiently, and are capable of responding to reasonably foreseeable emergency conditions at the Generating Facility and Emergencies whether caused by events on or off the Site; (c) preventative, routine, and non-routine maintenance and repairs are performed on a basis that ensures reliable, long term and safe operation of the Generating Facility, and are performed by knowledgeable, trained and experienced personnel utilizing proper equipment and tools; (d) appropriate monitoring and testing are performed to ensure equipment is functioning as designed; (e) equipment is not operated in a reckless manner, in violation of manufacturer's guidelines or in a manner unsafe to workers, the general public or the Transmission Provider's electric system, or contrary to environmental laws, permits or regulations or without regard to defined limitations, such as flood conditions, safety inspection requirements, operating voltage, current, volt ampere reactive (VAR) loading, frequency, rotational speed, polarity, synchronization, and control system limits; and (f) equipment and components designed and manufactured to meet or exceed the standard of durability that is generally used for electric energy generation operations in the Western United States and will function properly over the full range of ambient temperature and weather conditions reasonably expected to occur at the Site and under both normal and emergency conditions.

"PPT" means Pacific Daylight time when California observes Daylight Savings Time and Pacific Standard Time otherwise.

"PURPA" means the Public Utility Regulatory Policies Act of 1978, Public Law, 95-617, codified at 16 United States Code ("USC") §824a-3, as amended from time to time.

"Qualifying Facility" means an electric energy generating facility that complies with the qualifying facility definition established by PURPA and any FERC decisions, orders, and rules implementing PURPA, as amended from time to time, including 18 Code of Federal Regulations ("CFR") Part 292.201, et seq., unless the Qualifying Facility is a public agency exempt from FERC jurisdiction under 16 USC §824(f).

"Real-Time Forced Outage" means a Forced Outage which occurs only after 5:00 p.m. PPT on the day before the Trading Day.

"Renewable Energy Credit" has the meaning set forth in Public Utilities Code Section 399.12(e)(2), as may be amended from time to time or as further defined or supplemented by Applicable Law.

"Resource Adequacy" means the procurement obligation of load serving entities, including Buyer, as such obligations are described in Resource Adequacy Rulings, as those obligations may be altered from time to time in the CPUC Resource Adequacy Rulemakings (R.) 04-04-003 and (R.) 05-12-013 or by any successor proceeding, and all other Resource Adequacy obligations established by any other entity, including the CAISO.

"Resource Adequacy Benefits" means the rights and privileges attached to the generating capacity of the Generating Facility that, in accordance with Public Utilities Code Section 2841(f), count toward satisfying Buyer's Resource Adequacy obligations.

"Resource Adequacy Rulings" means CPUC Decisions 04-01-050, 04-10-035, 05-10-042, 06-06-024, 06-07-031 and any subsequent CPUC ruling or decision, or any other Resource Adequacy laws, rules or regulations enacted,

adopted or promulgated by any applicable Governmental Authority, as such CPUC decisions, rulings, laws, rules or regulations may be Amended or modified from time to time during the Term.

“Schedule” means the action of the Scheduling Coordinator, or its designated representatives, of preparing a schedule based on Seller’s forecast and notifying, requesting, and confirming the CAISO-Approved Quantity with the CAISO, the electric energy delivered from the Generating Facility.

“Scheduled Amount” means the Day-Ahead Schedule comprised of the quantity (in MWh) of electric energy expected to be produced by the Generating Facility that is scheduled from Seller or Seller’s Scheduling Coordinator to Buyer in a Physical Trade in the IFM.

“Scheduling Coordinator” means an entity certified by the CAISO for the purposes of undertaking the functions specified by CAISO Tariff Section 2.2.6, as amended by FERC from time-to-time.

“SC Set-Up Fee” has the meaning set forth in Section 1.08.

“Seller” has the meaning set forth in the Preamble.

“Settlement Agreement” means that particular agreement dated October 8, 2010 which resolved certain issues pending in Rulemakings 99-11-022, 04-04-003 and 04-04-025 and was approved by CPUC decision D.10-12-035.

“Settlement Effective Date” means November 23, 2011, the date on which the Settlement Agreement became effective.

“Simple Interest Payment” means a dollar amount calculated by multiplying the: (a) dollar amount on which the Simple Interest Payment is based; by (b) the Interest Rate; by (c) the result of dividing the number of days in the calculation period by 360.

“Site” means the real property on which the Generating Facility is located, as further described in Section 1.02 and Exhibit G.

“Site Control” means that Seller (a) owns the Site, (b) is the lessee of the Site under a lease, the term of which begins on or before the Term Start Date and extends at least through the Term End Date, (c) is the holder of a right-of-way grant or similar instrument with respect to the Site, or (d) is managing partner or other Person authorized to act in all matters relating to the control and Operation of the Site and Generating Facility.

“Site Host” means any Person purchasing or otherwise using the Site Host Load or thermal energy output from the Generating Facility.

“Site Host Load” means the electric energy and capacity produced by or associated with the Generating Facility that serves electrical loads (that are not Station Use) of Seller or one or more third parties pursuant to California Public Utilities Code Section 218(b).

“SRAC” means the full short run avoided operating costs that are the basis of Buyer’s published electric energy prices, as well as the methodology describing, among other things, payment for GHG compliance costs and GHG charges, and certain reporting requirements with respect thereto, as approved by the CPUC in the Settlement Agreement, and as may be revised by the CPUC from time to time. Section 10 of the Settlement Agreement sets forth SRAC as in effect on the Settlement Effective Date.

“Station Use” means the electric energy produced by the Generating Facility that is used within the Generating Facility to power the lights, motors, control systems and other electrical loads that are necessary for Operation, including transformation losses to power such equipment and other necessary loads.

“Telemetry System” means a system of electronic components that interconnects the CAISO and the Generating Facility, all in accordance with the CAISO Tariff.

“Term” has the meaning set forth in Section 1.01.

“Term End Date” has the meaning set forth in Section 1.01.

“Term Start Date” has the meaning set forth in Section 1.01.

“Term Year” means a 12-month period beginning on the first day of the Term and each successive 12-month period thereafter.

“TOD Period” means the time of delivery period used to calculate the Monthly Contract Payment set forth in Exhibit B or Exhibit B(1), as determined by Section 1.07.

“Trading Day” means the day in which Day-Ahead (as defined in the CAISO Tariff) trading occurs in accordance with the WECC Preschedule Calendar (as found on the WECC’s website).

“Transmission Provider” means any Person responsible for the interconnection of the Generating Facility with the interconnecting utility’s electrical system or the CAISO Controlled Grid or transmitting the Metered Energy on behalf of Buyer from the Delivery Point to the CAISO-Controlled Grid.

“Web Client” has the meaning set forth in Section 2(a) of Exhibit D.

“WECC” means the Western Electricity Coordinating Council.

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\*\*\* *End of Exhibit A* \*\*\*

## **EXHIBIT B**

This Exhibit B establishes the avoided cost price adopted and implemented by the CPUC in CPUC Decision 09-12-042 (as modified by CPUC Decisions 10-04-055, 10-12-055, and 11-04-033).

### **1. Monthly Contract Payment**

Each Monthly Contract Payment is calculated on a calendar month basis in dollars as follows:

TOD Period payment 1st TOD Period +  
TOD Period payment 2nd TOD Period +  
TOD Period payment 3rd TOD Period +  
Location Bonus

All TOD Period Payments shall be calculated as set forth in Section 2 of this Exhibit B.

The “1st TOD Period,” “2nd TOD Period,” and “3rd TOD Period” subscripts refer to the three TOD Periods that apply for the applicable calculation month, as set forth in Section 5 of this Exhibit B.

The Location Bonus, if applicable, shall be calculated as set forth in Section 6 of this Exhibit B.

### **2. TOD Period Payment Calculation**

Each monthly TOD Period Payment is calculated in dollars, using the terms defined below, as follows:

(Fixed price component + Variable price component) \* (TOD Factor) \*  
metered kWh exported during the TOD Period during the month

The Metered Energy per hour used for payments shall be limited to 5,000 kW times 1 hour. Additionally, once the Metered Energy delivered during any Term Year equals the As-Available Contract Capacity at 100% capacity factor applied over 8,760 hours, no further payments will be calculated or paid for the remaining TOD Periods within any remaining months of the current Term Year.

### **3. Fixed Price Component**

The Fixed Price Component for all TOD Periods shall be the amount in the following table for the year of the Term Start Date. The fixed price component does not escalate during the term of the Agreement.

<b>Year</b>	<b>\$/kwh</b>
<b>2012</b>	0.02000
<b>2013</b>	0.02033
<b>2014</b>	0.02068
<b>2015</b>	0.02104
<b>2016</b>	0.02140
<b>2017</b>	0.02142
<b>2018</b>	0.02145

Year	\$/kwh
2019	0.02147
2020	0.02149
2021	0.02151
2022	0.02153
2023	0.02155

**4. Variable Price Component Calculation**

- (a) Monthly bidweek gas price shall be calculated as the average of monthly bidweek gas price indices at PG&E Citygate as reported in Gas Daily, Natural Gas Intelligence, and Natural Gas Weekly
- (b) Intrastate gas transportation rate shall be the tariffed intrastate gas transportation rate for large electric generators as published in the PG&E Gas Tariffs G-EG and G-SUR.
- (c) Heat Rate, pursuant to D. 09-12-042, shall be equal to:

6,924 Btu/kWh

- (d) Variable O&M shall be the amount in the following table for the year in which the payment is being calculated. For years after 2023, Variable O&M shall be the 2023 payment multiplied by 1.02, compounded for each year beyond 2023.

Variable O&M	
Year	\$/kwh
2012	0.00311
2013	0.00316
2014	0.00322
2015	0.00329
2016	0.00335
2017	0.00342
2018	0.00349
2019	0.00356
2020	0.00364
2021	0.00371
2022	0.00377
2023	0.00384

**5. Time of Delivery Periods and Allocation Factors.**

TOD Periods. The time of delivery periods (“TOD Periods”) specified below shall be referenced by the following designations:

Monthly Period	TOD PERIOD		
	1. Super-Peak	2. Shoulder	3. Night
A. June – September	A1	A2	A3
B. Oct. – Dec., Jan. & Feb.	B1	B2	B3
C. Mar. – May	C1	C2	C3

Monthly Period Definitions. The Monthly Periods are defined as follows:

- A. June – September;
- B. October, November, December, January and February; and
- C. March - May.

TOD Period Definitions. The TOD Periods are defined as follows:

1. **Super-Peak** (5x8) = hours ending 13 – 20 (Pacific Prevailing Time (PPT)) Monday – Friday (*except* NERC Holidays) in the applicable Monthly Period.
2. **Shoulder** = hours ending 7 – 12, 21 and 22 PPT Monday – Friday (*except* NERC Holidays); and hours ending 7 – 22 PPT Saturday, Sunday and all NERC Holidays in the applicable Monthly Period.
3. **Night** (7x8) = hours ending 1 - 6, 23 and 24 PPT all days (including NERC Holidays) in the applicable Monthly Period.

“NERC Holidays” mean the following holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Three of these days, Memorial Day, Labor Day, and Thanksgiving Day, occur on the same day each year. Memorial Day is the last Monday in May; Labor Day is the first Monday in September; and Thanksgiving Day is the fourth (4<sup>th</sup>) Thursday in November. New Year’s Day, Independence Day, and Christmas Day occur on the same date each year, but in the event any of these holidays occur on a Sunday, the “NERC Holiday” is celebrated on the Monday immediately following that Sunday; and if any of these holidays occur on a Saturday, the “NERC Holiday” remains on that Saturday. Notwithstanding anything to the contrary in this paragraph, NERC Holidays shall be calculated as “Shoulder” hours for all non-“Night” hours and any remaining hours shall be calculated as “Night” hours.

TOD Factors. In accordance with all other terms of this Exhibit B, the following Time of Delivery Factors (“TOD Factors”) shall be used in the TOD Period Payment Calculation for each of the specified TOD Periods in which Energy is delivered:

<b>TOD FACTORS FOR EACH TOD PERIOD</b>			
<b>Period</b>	<b>1. Super-Peak</b>	<b>2. Shoulder</b>	<b>3. Night</b>
A. June – September	2.38	1.12	0.59
B. Oct. – Dec.; Jan. & Feb.	1.10	0.94	0.66
C. Mar. – May	1.22	0.90	0.61

**6. Location Bonus.**

If the Generating Facility is located in a “High-Value Area” as set forth below, each Monthly Contract Payment for the entire Term shall receive a Location Bonus calculated as follows:

$$\text{Location Bonus} = \text{Sum of monthly TOD Periodn Payments} * 0.10$$

The Generating Facility shall be deemed to be located in a High-Value Area if it is interconnected to Buyer’s electric system at a location which, in the year of the Effective Date, is identified pursuant to CPUC D. 09-12-042 (as modified by other AB 1613 Decisions) as a “Local Resource Adequacy” area based on the most recent CAISO Local Capacity Requirement Study adopted by the CPUC.

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\*\*\* End of Exhibit B\*\*\*

## **Exhibit B (1)**

### ***Monthly Contract Payment Calculation***

#### **1. Monthly Contract Payment**

Each Monthly Contract Payment is calculated on a calendar month basis in dollars as follows:

TOD Period Energy Payment<sub>1st TOD Period</sub> +  
TOD Period Energy Payment<sub>2nd TOD Period</sub> +  
TOD Period Energy Payment<sub>3rd TOD Period</sub> +  
TOD Period Energy Payment<sub>4th TOD Period</sub> +  
TOD Period Capacity Payment<sub>1st TOD Period</sub> +  
TOD Period Capacity Payment<sub>2nd TOD Period</sub> +  
TOD Period Capacity Payment<sub>3rd TOD Period</sub> +  
TOD Period Capacity Payment<sub>4th TOD Period</sub>

All TOD Period Energy Payments shall be calculated as set forth in Section 2 of this Exhibit B (1).

All TOD Period Capacity Payments shall be calculated as set forth in Section 3 of this Exhibit B (1).

The “1<sup>st</sup> TOD Period,” “2<sup>nd</sup> TOD Period,” “3<sup>rd</sup> TOD Period” and “4<sup>th</sup> TOD Period” subscripts refer to the four TOD Periods that apply for the calculation month, as set forth in Section 4 of this Exhibit B (1).

#### **2. TOD Period Energy Payment Calculation.**

(a) Each monthly TOD Period Energy Payment is calculated as follows:

$$\text{TOD PERIOD ENERGY PAYMENT, in dollars} = \sum_{\text{FirstHour}}^{\text{LastHour}} [(\text{EP}-\text{LA}) \times \text{APE} + \text{LA} \times \text{MA}]$$

Where:

EP = TOD Period Energy Price, stated in Section 2(b) of this Exhibit B (1), in dollars per kWh.

APE = The sum of the Allowed Payment Energy from the Generating Facility for each hour of the TOD Period, in kWh, as determined in accordance with Section 2(c) of this Exhibit B (1).

LA = Hourly Location Aadjustment price, as set forth in SRAC.

MA = Metered Amounts for each hour of the applicable TOD Period, in kWh.  
Metered Amounts for any hour is equal to the sum of Metered Amounts for all Metering Intervals in that hour.

First Hour = First hour of the applicable TOD Period.

Last Hour = Last hour of the applicable TOD Period.

Once 120% of the Expected Term Year Net Energy Production is achieved, no additional hourly energy payments will be calculated for the remaining TOD Periods within any remaining months of the current Term Year.

(b) Factor “EP” in Section 2(a) of this Exhibit B (1). The TOD Period Energy Price, in dollars per kWh, for any TOD Period shall be calculated pursuant to and as determined by the methodology set forth in SRAC.

(c) Factor “APE” in Section 2(a) of this Exhibit B (1). The Allowed Payment Energy for each hour of each TOD Period of any month is calculated as follows:

APE = The sum of the Metered Energy when Buyer is Scheduling Coordinator or Scheduled Amounts when Buyer is not Scheduling Coordinator from the Generating Facility for each hour of the TOD Period, in kWh.

3. TOD Period Capacity Payment Calculation.

(a) Each monthly TOD Period Capacity Payment is calculated on a calendar month basis as follows:

TOD PERIOD CAPACITY PAYMENT in dollars = ACP x CAF

Where:

ACP = As-Aavailable Capacity Payment for the TOD Period, as determined in accordance with Section 3(b) of this Exhibit B (1), in dollars per year.

CAF = The CPUC approved Capacity Payment Allocation Factor for the TOD Period in the year, based upon the formula adopted by the CPUC in D.01-03-067 and D.97-03-017. For purposes of this Agreement, the CPUC approved Capacity Payment Allocation Factors are as provided in the table below, allocated to each month of the season based on the proportion of the month’s hours in the TOD Period to the season’s hours in TOD Period, and may be updated per subsequent CPUC decision:

Capacity Payment Allocation Factors		
Season	TOD Period	Factor
Summer	Peak	0.7619
	Partial Peak	.0238
	Off Peak	.0002
	Super Off Peak	0.00000
Winter	Peak	N/A
	Partial Peak	0.2125
	Off Peak	0.0015
	Super Off Peak	0.00000

(b) Factor “ACP” in Section 3(a) of this Exhibit B (1). The As-Aavailable Capacity Payment shall be calculated pursuant to the following formula:

AS-AVAILABLE CAPACITY PAYMENT, in dollars

$$= AAC \times AACP$$

Where:

AAC = As-Available Capacity for the TOD Period, as determined in accordance with Section 3(c) of this Exhibit B (1), in kWh per hour.

AACP= The As-Available Capacity Price adopted by the CPUC in the Decision for the applicable year as set forth in the following table:

<u>As-<u>A</u>vailable <u>C</u>apacity <u>P</u>rice</u>	
<i>Year</i>	<i>Price \$/kW-yr</i>
2010	39.39
2011	41.22
2012	43.09
2013	45.00
2014	46.97
2015	48.98
2016	51.05
2017	53.16
2018	55.33
2019	57.56
2020	59.83
2021	62.17
2022	64.57
2023	67.02
2024	69.53
2025	72.11
2026	74.76
2027	77.46
2028	80.24

- (c) Factor “AAC” in Section 3(b) of this Exhibit B (1). The As-Available Capacity for each TOD Period of each month is calculated as follows:

$$\text{AS-AVAILABLE CAPACITY, in kWh per hour} = \text{MAC}$$

Where:

MAC = The Maximum Allowed Capacity for the TOD Period as determined in Section 3(d) in this Exhibit B (1), in kWh per hour.

- (d) Factor “MAC” in Section 3(c) of this Exhibit B (1). The Maximum Allowed Capacity for each monthly TOD Period is calculated as follows:

$$\text{MAXIMUM ALLOWED CAPACITY, in kWh per hour} = \text{LE} / \text{PH}$$

Where:

LE = The sum of the Limited TOD Energy from the Generating Facility for all hours of the TOD Period, as determined in Section 3(e) of this Exhibit B (1), in kWh.

PH = The total number of hours in the TOD Period (period hours).

- (e) Factor “LE” in Section 3(d) of this Exhibit B (1). The Limited TOD Energy for each TOD Period of any month is calculated as follows:

$$\text{LIMITED TOD ENERGY, in kWh} = \sum_{\text{FirstHour}}^{\text{LastHour}} (E)_{\text{Hour}}$$

Where:

E = The lesser of: (i) Metered Energy for the applicable hour, in kWh; and (ii) Allowed Hourly Energy, as determined in Section 3(f) of this Exhibit B (1), in kWh.

First Hour = First hour of the applicable TOD Period.

Last Hour = Last hour of the applicable TOD Period.

Metered Energy for any hour is equal to the sum of Metered Energy for all Metering Intervals in that hour.

- (f) Factor “E” in Section 3(e) of this Exhibit B (1). The Allowed Hourly Energy is calculated as follows:

$$\text{ALLOWED HOURLY ENERGY in kWh} = 1 \text{ hour} \times \text{CC}$$

Where:

CC = The As-Available Contract Capacity, as set forth in Section 1.03, in kW.

#### 4. Time of Delivery Periods.

SEASON AND TIME PERIOD			
	Period A – Summer May 1 - October 31	Period B - Winter November 1 - April 30	Applicable Days
Peak	Noon - 6:00 p.m.	NA	Weekdays except Holidays
Partial-Peak	8:30 a.m. – Noon	8:30 a.m. - 9:30 p.m.	Weekdays except Holidays
	6:00 p.m. - 9:30 p.m.		Weekdays except Holidays
Off-Peak	9:30 p.m. - 1:00 a.m.	9:30 p.m. - 1:00 a.m.	Weekdays except Holidays
	5:00 a.m. - 8:30 a.m.	5:00 a.m. - 8:30 a.m.	Weekdays except Holidays
	5:00 a.m. - 1:00 a.m.	5:00 a.m. - 1:00 a.m.	Weekends & Holidays
Super Off-Peak	1:00 a.m. - 5:00 a.m.	1:00 a.m. - 5:00 a.m.	All Days

\*\*\* End of Exhibit B (1) \*\*\*

## **EXHIBIT C**

### ***Seller's Forecasting Submittal and Accuracy Requirements***

1. **General Requirements.** The Parties shall abide by the Forecasting requirements and procedures described below and shall agree upon reasonable changes to these requirements and procedures from time to time as necessary to:

- (a) Comply with the CAISO Tariff, as applicable;
- (b) Accommodate changes to their respective generation technology and organizational structure; and
- (c) Address changes in the Operating and Scheduling procedures of Seller, Buyer and the CAISO, including automated Forecast and outage submissions.

2. **Seller's Forecasting Submittal Requirements.**

- (a) **30-Day Forecast.**

No later than 30 days before the Term Start Date (or, in the case of a New Eligible CHP Facility, no later than 30 days before the commencement of Parallel Operation), Seller shall provide Buyer with a Forecast for the 30-day period commencing on the Term Start Date (or, if applicable, Parallel Operation) using the Web Client.

In the case of a New Eligible CHP Facility, if, after submitting the Forecast pursuant to this Section 2(a), Seller learns that Parallel Operation will occur on a date and time other than that reflected on the Forecast, Seller shall provide an updated Forecast reflecting the new Parallel Operation date at the earliest practicable time but no later than 5:00 p.m. PPT on the Wednesday before the new Parallel Operation date, if Seller has learned of the new Parallel Operation date by that time, but in no event less than three Business Days before the new Parallel Operation date.

If the Web Client becomes unavailable, Seller shall provide Buyer with the Forecast by e-mail or by telephoning Buyer's Generation Operations Center at the e-mail address or telephone number(s) listed in Exhibit F.

The Forecast, and any updated Forecasts provided pursuant to this Section 2, shall:

- (i) Not include any anticipated or expected electric energy losses between the Delivery Point and the CAISO-Controlled Grid; and
  - (ii) Limit hour-to-hour Forecast changes to no less than 250 kWh during any period when the Web Client is unavailable. Seller shall have no restriction on hour-to-hour Forecast changes when the Web Client is available.
- (b) **Weekly Update to 30-Day Forecast.** Commencing on or before 5:00 p.m. PPT of the Wednesday before the first week covered by the Forecast provided pursuant to Section 2(a) of this Exhibit C, and on or before 5:00 p.m. PPT every Wednesday thereafter until the Term End Date, Seller shall update the Forecast for the 30-day period commencing on the Sunday following the weekly Wednesday Forecast update submission. Seller shall

use the Web Client, if available, to supply this weekly update or, if the Web Client is not available, Seller shall provide Buyer with the weekly Forecast update by e-mailing or telephoning Buyer's Generation Operations Center, at the e-mail address or telephone number(s) listed in Exhibit F.

- (c) Further Update to 30-Day Forecast. As soon as reasonably practicable and commensurate with Seller's knowledge, Seller shall provide Forecast updates related to Buyer's Scheduled daily, hourly and real-time deliveries from the Generating Facility for any cause, including changes in Site ambient conditions, a Forced Outage and a Real-Time Forced Outage, which results in a material change to the Generating Facility's deliveries (whether in part or in whole). This updated Forecast pursuant to this Exhibit C must be submitted to Buyer via the Web Client by no later than:
- (i) 5:00 p.m. PPT on the day before the Trading Day impacted by the change, if the change is known to Seller at that time;
  - (ii) The Hour-Ahead Scheduling Deadline, if the change is known to Seller at that time; or
  - (iii) If the change is not known to Seller by the timeframes indicated in (i) or (ii) immediately above, no later than 20 minutes after Seller becomes aware of the event which caused the expected energy production change, with notification also by phone to Seller's Real Time Scheduling Desk.

Seller's updated Forecast must contain the following information:

- (w) The beginning date and time of the event resulting in the availability of the Generating Facility and expected energy production change;
- (x) The expected ending date and time of the event;
- (y) The expected energy production, in MWh; and
- (z) Any other information required by the CAISO as communicated to Seller by Buyer.

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\*\*\* End of Exhibit C \*\*\*

## **EXHIBIT D**

### ***Outage Schedule Submittal Requirements***

1. **General Requirements.** The Parties shall abide by the Outage Schedule Submittal Requirements described below and shall agree upon reasonable changes to these requirements and procedures from time to time, as necessary to (a) comply with the CAISO Tariff, (b) accommodate changes to their respective generation technology and organizational structure, and (c) address changes in the Operating and Scheduling procedures of Seller, Buyer and the CAISO, including automated forecast and outage submissions.
  
2. **Seller's Availability Forecasting Submittal Requirements.** Seller shall submit maintenance and planned outage schedules in accordance with the following schedule:
  - (a) No later than January 1st, April 1st, July 1st and October 1st of each Term Year, and at least 60 days before Parallel Operation, Seller shall submit to Buyer its schedule of proposed planned outages ("Outage Schedule") for the subsequent twenty four-month period using a Buyer-provided web-based system or an e-mail address designated by Buyer ("Web Client") only if web-based system is not available.
  - (b) Seller shall provide the following information for each proposed planned outage: (i) Start date and time; (ii) End date and time; and (iii) Capacity online, in MW, during the planned outage in addition to the information required by the CAISO, as indicated by the Buyer-provided web-based system.
  - (c) Within 20 Business Days after Buyer's receipt of an Outage Schedule, Buyer shall notify Seller in writing of any request for changes to the Outage Schedule, and Seller shall, consistent with Prudent Electrical Practices, accommodate Buyer's requests regarding the timing of any planned outage.
  - (d) Seller shall cooperate with Buyer to arrange and coordinate all Outage Schedules with the CAISO.
  - (e) In the event a condition occurs at the Generating Facility which causes Seller to revise its planned outages, Seller shall provide Notice to Buyer, using the Web Client, of such change (including, an estimate of the length of such planned outage) as required in the CAISO Tariff after the condition causing the change becomes known to Seller.
  - (f) Seller shall promptly prepare and provide to Buyer upon request, using the Web Client, all reports of actual or forecasted outages that Buyer may reasonably require for the purpose of enabling Buyer to comply with Section 761.3 of the California Public Utilities Code or any Applicable Law mandating the reporting by investor owned utilities of expected or experienced outages by electric energy generating facilities under contract to supply electric energy.
  
3. **Restriction on Planned Outages.** During the Peak Months, Seller may schedule and utilize no more than 12 hours of outages per Peak Month, and only during the non-peak hours of the Peak Months.

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\*\*\* End of Exhibit D \*\*

**EXHIBIT E**  
***CAISO Charges***

Subject to Section 4.01(g), Buyer shall pay all CAISO Charges and receive all CAISO Revenues; *provided, however,* if, on or after the Term Start Date:

1. The CAISO implements or has implemented any sanction or penalty related to Scheduling, outage reporting or generator Operation, and any such sanctions or penalties are imposed on the Generating Facility or to Buyer as Scheduling Coordinator for the Generating Facility due solely to the actions or inactions of Seller in violation of this Agreement, then such sanctions or penalties will be Seller's responsibility;
2. Seller or any third party dispatches any portion of the As-Available Contract Capacity for the benefit of any party other than Buyer or a Site Host in respect of the Host Site, then Seller shall indemnify, defend, and hold Buyer harmless against any CAISO Charges; or,
3. There is a CAISO or Transmission Provider declared Emergency and Seller fails to meet Seller's obligations associated with any CAISO or Transmission Provider instruction or request (as may be communicated by Buyer as Scheduling Coordinator), as the case may be, to curtail output, or reschedule a planned outage set to occur during an Emergency, then, in each case, Seller shall indemnify, defend, and hold Buyer harmless against any CAISO Charges associated with the failure to respond to such Emergency.
5. Buyer as Seller's Scheduling Coordinator is subject to either Non-Availability Charges or Availability Incentive Payments, or both, during a month within the Resource Adequacy compliance year, as defined by CAISO Tariff, then any such charges or payments shall be offset and the net value shall be entered into Seller's Account for the applicable month pursuant to Section 3.21.

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\*\*\* End of Exhibit E \*\*\*

**EXHIBIT F**  
***Notice List***

[SELLER'S NAME]	[BUYER'S NAME]
All Notices are deemed provided in accordance with Section 7.07 if made to the address, facsimile numbers or e-mail addresses provided below:	All Notices are deemed provided in accordance with Section 7.07 if made to the address, facsimile numbers or e-mail addresses provided below:
Contract Sponsor: Attn: Street: City: Phone: Facsimile: E-mail:	
Reference Numbers: Duns: Federal Tax ID Number:	
Contract Administration: Attn: Phone: Facsimile: E-mail:	
Forecasting: Attn: Control Room Phone: Facsimile: E-mail:	
Day-Ahead Forecasting: Phone: Facsimile: E-mail:	
Real-Time Forecasting: Phone: Facsimile: E-mail:	
Payment Statements: Attn: Phone: Facsimile: E-mail:	
CAISO Charges and CAISO Sanctions: Attn: Phone: Facsimile: E-mail:	

Payments: Attn: Phone: Facsimile: E-mail:	
Wire Transfer: BNK: ABA: ACCT:	
Credit and Collections: Attn: Phone: Facsimile: E-mail:	
With additional Notices of an Event of Default or Potential Event of Default to: Attn: Phone: Facsimile: E-mail:	
Lender: Attn: Phone: Facsimile: E-mail:	

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\*\*\* End of Exhibit F \*\*\*

**EXHIBIT G**  
***Generating Facility and Site Description***

1. Generating Facility Description.

*{ Buyer Comment: Provide description of the Generating Facility equipment, systems, control systems and features, including a site plan drawing and a one-line diagram, and the generator nameplate(s). }*

2. Site Description.

*{ Buyer Comment: Provide a legal description of the Site, including the Site map. }*

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\*\*\* End of Exhibit G \*\*\*

**(End of Simplified Contract for Eligible CHP)**



**Electric Sample Form 79-1122**  
Agreement for Economic Development Incentive on Electric Service

Sheet 1

**Please Refer to Attached  
Sample Form**

Advice Letter No: 4141-E  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



# AGREEMENT FOR ECONOMIC DEVELOPMENT INCENTIVE ON ELECTRIC SERVICE

## DISTRIBUTION

- Customer (Original)
- Area Office
- Customer Billing
- Tariffs Interpretations (Original)
- \_\_\_\_\_

## REFERENCES

SA ID#: \_\_\_\_\_  
 Premises #: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

This agreement is made between \_\_\_\_\_ a(n) \_\_\_\_\_ ("Applicant"), and PACIFIC GAS AND ELECTRIC COMPANY (PG&E), a California Corporation, and if applicable, shall be made part of PG&E's Electric Service Agreement, General Service - Time Metered.

**RECITALS:** The Economic Development rate was established and is made available at PG&E's discretion upon an initial applicability determination made by the Office of California Business Investment Services (CalBIS), or its successor entity, under the supervision of the California Business Transportation and Housing Agency (BTH), to qualified customers in PG&E's service territory. The Economic Development rate is a five-year incentive rate, as set forth in rate Schedule ED.

**AGREEMENT:** Applicant and PG&E agree to the following terms and conditions:

1. **QUALIFICATION CRITERIA.** Applicant is or will be a customer, eligible for and receiving service under Schedule A-10, E-19 or E-20, or its successor rate schedule.

The electric load subject to this agreement is a maximum billing demand of at least 200 kW of net new load to the State of California or of net retained load in the State of California (as determined by CalBIS, or its successor entity, in consultation with PG&E), which is regularly supplied by PG&E. The minimum 200 kW of net new or retained load must be maintained for at least three consecutive months during the initial 12 months of this agreement. Only new or retained load that will be regularly served by PG&E will be eligible for this incentive.

2. **BILL INCENTIVE.** Electric service to Applicant's premises shall be delivered under Applicant's otherwise applicable tariff (OAT), which is \_\_\_\_\_. A five-year rate incentive of up to twelve (12) percent reduction will be applied to the customer's OAT (excluding taxes). This reduction shall be calculated on the rate components of the customer's bill that correlate to service PG&E provides the customer. If needed, PG&E may reduce the incentive percentage to ensure that revenues exceed the Floor Price.

The incentive under this schedule will be limited by the Floor Price (as defined in Schedule ED). In calculating the Floor Price, the California Public Utilities Commission's most recently approved marginal costs and methodology in effect for PG&E at the time of each contract execution will be used throughout the term of the contract. The revenues from each participant will be reviewed annually and/or at end of the contract to ensure that they equal or exceed the Floor Price for each year of the agreement, up to the OAT revenue the customer would have paid if it had not received the incentive.

## AGREEMENT FOR ECONOMIC DEVELOPMENT INCENTIVE ON ELECTRIC SERVICE

Applicant's rate under this schedule will be subject to an annual review, with potential additional lump-sum charges due to PG&E or credits due to Applicant. The charges shall ensure that the rate does not fall below the Floor Price each year. Credits, if available after the annual review, will be provided if the customer's incentive rate had been previously reduced from the maximum Incentive above.

3. **INCENTIVE CALCULATION.** Terms and conditions necessary for the incentive calculation are defined and agreed to as follows:

Billing determinants used for calculating the first year incentive will be PG&E's best estimates of expected usage and demand for expansion and attraction cases, or the previous 12 months of historical metered data, if available, for retention cases at the time of contract execution. For expansion and retention cases for only part of a customer's load, the incentive will be calculated only on that portion of demand and usage added or retained. During the annual and contract term review, PG&E will compare the revenues received to the Floor Price to ensure that the revenues received remain at least equal to the Floor Price throughout the duration of the contract.

PG&E reserves the right to reduce the contracted demands stated by the Applicant below, if it is determined that the Applicant's actual load at full operation of the facility after the Commencement Date of this Agreement, is more than 25% less than the contracted maximum demands stated below.

*[Please mark the appropriate space below, indicating whether this is an agreement for the Applicant's entire load or only a portion of the Applicant's load.]*

- a. \_\_\_\_\_ New Customer Locating or Existing Customer Retaining Entire Load in PG&E's Service Territory

The customer's entire load will be eligible for the bill incentive. The maximum contracted demand is estimated to be \_\_\_\_\_ kW.

- b. \_\_\_\_\_ Retention of Customer's Partial Load or Expansion of Existing Customer's Load

- c. The contracted demand of the partially retained or expanded load is estimated to be \_\_\_\_\_ kW.

The Excluded Demands are determined by averaging the Applicant's four highest measured maximum demands during each of the two seasonal 6-month periods preceding the execution date of this agreement, if available. If Applicant separately meters the Reserved Demand, Applicant's Excluded Demand will be zero (0) kW for both seasons. PG&E and the Applicant agree that the Excluded Demand is:

Summer 6-month period \_\_\_\_\_ kW

Winter 6-month period \_\_\_\_\_ kW

The Incentive Ratio for each month is defined as the difference between the

## AGREEMENT FOR ECONOMIC DEVELOPMENT INCENTIVE ON ELECTRIC SERVICE

Applicant's maximum demand for that month and the Excluded Demand divided by that same month's maximum demand. If the Incentive Ratio is negative, there will be no incentive for that month, or in other words, the Incentive Ratio will be zero (0). The Incentive Ratio shall be a fraction no greater than one (1) or less than zero (0).

4. **COMMENCEMENT DATE.** The incentive shall commence on the Applicant's regularly scheduled meter read day in the month of \_\_\_\_\_, 20\_\_\_\_ which is within a 24-month period of the date of execution of this agreement as required by rate Schedule ED.
5. **METERING.** Applicant agrees to be responsible for all costs associated with providing separate electric metering if PG&E, at its sole discretion, deems such metering a necessary condition to implement this rate. If Applicant is deemed to require separately metered reserved demand, Applicant must have metering in place before the incentive rate will apply. Applicant's inability to have required metering in place shall not delay the commencement date provided for in Section 4 by which Applicant would have otherwise received the incentive.
6. **TERM OF AGREEMENT.** This agreement shall take effect immediately and remain in effect for a term of five years following the commencement date of the rate incentive.
7. **TERMINATION OF AGREEMENT.** Applicant may terminate this agreement upon 30 days written notice. PG&E may also terminate this agreement upon 30 days written notice in the event Applicant no longer meets the qualifications described elsewhere in this Agreement and in rate Schedule ED. Notwithstanding these rights of termination, the Applicant shall be subject to Liquidated Damages as provided for in Section 12 of this agreement
8. **TRANSFERS OFF OF SCHEDULES A-10, E-19 AND E-20.** If Applicant's maximum demand drops for a period of time so that the Applicant is no longer eligible for A-10, E-19 or E-20, or its successor rate schedule, or if the Applicant's maximum billing demand falls under 200 kW for twelve consecutive months, the Applicant will be ineligible for continuing service under rate Schedule ED.
9. **E-19 AND E-20 RATE LIMITERS.** Average and peak rate limiters may apply under Schedule E-19 or E-20. These rate limiter levels will not be reduced by rate Schedule ED.
10. **ENERGY EFFICIENCY.** Applicant hereby grants to PG&E the right to conduct a site inspection for the purpose of making Applicant aware of potential energy efficiency measures. PG&E will advise Applicant of the cost effectiveness of identified measures.
11. **"BUT FOR" TEST.** Applicant attests that "but for" the terms of this agreement, either on its own or in combination with a package of incentives made available to the Applicant from other sources, the Applicant would not have located, retained, or increased its operations within California. Applicant shall sign the attached affidavit to that effect.
12. **LIQUIDATED DAMAGES.** If this agreement is terminated due to Applicant's misrepresentation or fraud, Applicant shall be liable for liquidated damages that equal 200% of the cumulative difference between (i) the bills calculated under the Schedule ED rate to



# AGREEMENT FOR ECONOMIC DEVELOPMENT INCENTIVE ON ELECTRIC SERVICE

the date of termination and (ii) bills that would have been calculated under the OAT. For other cases of early termination (excepting business closure or reduction of load below 200 kW without relocation), Applicant shall be liable for liquidated damages that equal the cumulative difference between (i) the bills calculated under the Schedule ED rate to the date of termination and (ii) a "proxy" bill calculation based upon a declining discount starting at 20% of the customer's OAT bill in year one with that annual discount reduced by 4% each year thereafter during the same period, i.e., a discount of 16% in year 2, 12% in year 3, 8% in year 4, and 4% in year 5, plus interest on that difference (at the 90-day commercial paper rate) to the date of payment. Should a customer's usage increase such that cumulative liquidated damages become negative upon contract termination, under no circumstances will PG&E be liable for paying liquidated damages to a customer.

- 13. **ASSIGNMENT.** Applicant may assign this agreement only if PG&E consents in writing and the party to whom the agreement is assigned agrees in writing to be bound by this agreement in all respects.
- 14. **COMMISSION JURISDICTION.** This contract shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California as said Commission may, from time to time, direct in the exercise of its jurisdiction. In addition, this contract shall be subject to all of PG&E's tariffs on file with and authorized by the Commission. This contract also shall be subject to review in any proceeding the Commission may conduct regarding PG&E's Economic Development Rate program implementation.

IN WITNESS THEREOF, the Parties have executed this Agreement in multiple originals of equal dignity by their respective duly authorized representatives.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**PACIFIC GAS AND ELECTRIC COMPANY**

\_\_\_\_\_  
(Customer)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type/Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type/Print Name)

\_\_\_\_\_  
(Title)



# AGREEMENT FOR ECONOMIC DEVELOPMENT INCENTIVE ON ELECTRIC SERVICE

## AFFIDAVIT FOR ECONOMIC DEVELOPMENT INCENTIVE RATE

By signing this affidavit, an Applicant who locates, adds, or retains load in the service territory of Pacific Gas and Electric Company (PG&E) hereby certifies and declares under penalty of perjury under the laws of the State of California that the statements in the following paragraphs are true and correct:

1. But for the receipt of the discounted economic development rate and the terms of the Agreement, either on its own or in combination with an economic development incentive package, the Applicant's load would not have been located, added, or retained within California.
2. The load to which the Agreement applies represents kilowatt-hours (kWh) and kilowatts (kW) that either (i) does not already exist in the State of California, or (ii) the Applicant considered relocating or expanding to a location outside of the State of California.
3. Applicant has discussed with PG&E the cost-effective conservation and load management measures the Applicant may take to reduce their electric bills and the load they place on the Utility System.
4. On an annual basis, a) the cost of electricity for a retention Applicant at this facility represents at least five (5) percent of its actual operating costs less the cost of raw materials, or b) the cost of electricity for an attraction or expansion Applicant at this facility represents at least five (5) percent of its estimated operating cost less the cost of raw materials.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Applicant

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

\_\_\_\_\_  
(Type or print name)

TITLE: \_\_\_\_\_



**ELECTRIC SAMPLE FORM 79-1138** Sheet 1  
Power Purchase and Sale Agreement - Contract for Eligible CHP Facilities With a (T)  
Power Rating of Less Than 500 kW

**Please Refer to Attached  
Sample Form**

Advice Letter No: 4141-E  
Decision No. 11-05-018

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

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



DISTRIBUTION:
 XXXX
 XXXX
 XXXX
 XXXX
 \_\_\_\_\_

REFERENCE:
\_\_\_\_\_
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POWER PURCHASE AND SALE AGREEMENT
CONTRACT FOR ELIGIBLE CHP FACILITIES
WITH A POWER RATING OF LESS THAN 500
KW

PREAMBLE

This Power Purchase and Sale Agreement (this "Agreement") by and between [Buyer's name], a California corporation ("Buyer"), and [Seller's name], a [Seller's form of business entity and state of registration] ("Seller"), is dated as of [Date of execution] (the "Effective Date"). Buyer and Seller are sometimes referred to in this Agreement individually as a "Party" and jointly as the "Parties." Unless the context otherwise specifies or requires, initially capitalized terms used in this Agreement have the meanings set forth in Exhibit A. Exhibits A through G inclusive are hereby incorporated into and made a part of this Agreement.

RECITALS

- A. On June 26, 2008, the CPUC opened Rulemaking 08-06-024 to implement Assembly Bill 1613 (codified in California Public Utilities Code Section 2840 et. seq.), which establishes the Waste Heat and Carbon Emissions Reductions Act (the "Act").
B. Buyer is required to offer this Agreement to Seller in order to fulfill its obligations under the Act and the Decisions issued in Rulemaking ("R.") 08-06-024 ("AB 1613 Decisions"), and Seller desires to accept such offer and enter into this Agreement.

The Parties, intending to be legally bound, agree as follows:

{Buyer Comment: If the Term is greater than or equal to five years and if the Generating Facility provides baseload generation, before executing this Agreement, Seller must provide to Buyer documentation evidencing its compliance with the Greenhouse Gas Emissions Performance Standard set forth in D.07-01-039 and in subsequent CPUC rulings implementing D.07-01-039, and with any subsequent CPUC-established precondition to the execution of this Agreement. }

ARTICLE ONE. SPECIAL CONDITIONS

- 1.01 Term. The term of this Agreement (the "Term") commences on [Date] (the "Term Start Date") and ends on [Date] (the "Term End Date"). The Term Start Date must be on the first day of a calendar month. If the Generating Facility is (a) a New Eligible CHP Facility, the Term Start Date must occur within 18 months of the Effective Date, or (b) an Existing Eligible CHP Facility, the Term Start Date must occur within 6 months of the Effective Date. Subject to the limitation set forth in the immediately preceding sentence, Seller may change the Term Start Date set forth in this Section 1.01 by providing Notice to Buyer at least three months before such Term Start Date. The Term must be no less than one year and no more than 10 years.
1.02 Generating Facility. The name of the Generating Facility is [Generating Facility name], which is [a New Eligible CHP Facility] [an Existing Eligible CHP Facility], and which is further described in Exhibit G. The

Generating Facility is located at [Generating Facility address], which must be located within Buyer's service territory.

- 1.03 As-Available Contract Capacity; Power Rating. The As-Available Contract Capacity equals [ ] kW. (The As-Available Contract Capacity must be less than 500 kW.) The Power Rating of the Generating Facility must be less than 500 kW. Seller has no obligation under this Agreement to produce or deliver firm energy or capacity.
- 1.04 Site Host Load. The Site Host Load is expected to equal, on average, [ ] kW. The amount of electric energy to be used to serve the Site Host Load is expected to equal, on average, [ ] kWh per Term Year, which amount may change from time to time; *provided, however*, that the As-Available Contract Capacity shall always be less than 500 kW.
- 1.05 Expected Term Year Energy Production. The Expected Term Year Energy Production for each Term Year equals [ ] kWh. The actual energy production of the Generating Facility may change from time to time; *provided, however*, that the Expected Term Year Energy Production may not exceed the As-Available Contract Capacity at 100% capacity factor applied over the Term Year.
- 1.06 Delivery Point. The delivery point is the point where Seller's facilities connect with facilities owned by Buyer (the "Delivery Point"). Seller shall convey to Buyer and Buyer shall accept the Power Product at the Delivery Point. Title to and risk of loss related to the Power Product shall transfer from Seller to Buyer at the Delivery Point. Buyer shall pay any transmission or distribution costs, exclusive of line losses (if any) and interconnection costs, to deliver the power from the Delivery Point to the point of interconnection between the Buyer's distribution or transmission facilities and the CAISO- Controlled Grid (Interconnection Point); Seller shall be responsible for interconnection costs, including necessary facility upgrades (consistent with Applicable Laws and the Interconnection Agreement) and any line losses from the Delivery Point to the Interconnection Point. Any line losses incurred or avoided from the Delivery Point to the Interconnection Point shall be determined as part of the interconnection process.
- 1.07 Power Product Prices.
- (a) Monthly Contract Payment for the Power Product shall be calculated in accordance with Exhibit B.
  - (b) If the Generating Facility is interconnected pursuant to a FERC-jurisdictional interconnection tariff and Seller is not yet able to provide Resource Adequacy Benefits in compliance with applicable CPUC and CAISO Resource Adequacy requirements, pending Seller's provision of such benefits the Monthly Contract Payment for Power Product shall be calculated in accordance with Exhibit B(1).
  - (c) A Generating Facility subject to paragraph 1.07(b) that becomes able to provide Resource Adequacy Benefits in compliance with applicable CPUC and CAISO Resource Adequacy requirements shall provide Buyer with written notice and reasonable evidence thereof.
  - (d) Starting on the first day of the calendar month following the date on which notice was given pursuant to subsection 1.07(c), Seller shall be paid the monthly contract price for the Power Product as set forth in Exhibit B.
- 1.08 Scheduling Coordinator. Buyer may elect to become the Scheduling Coordinator under this Agreement by providing 30 days prior notice to Seller. If Buyer elects to become the Scheduling Coordinator under this Agreement, Buyer shall take all steps necessary to be authorized as the Scheduling Coordinator during the Term (or remaining portion thereof, as applicable) and Seller shall cooperate with Buyer in good faith to assure that Buyer is authorized as the Scheduling Coordinator during the Term (or remaining portion thereof,

as applicable). If Buyer elects to become the Scheduling Coordinator under this Agreement, in accordance with Section 4.01, Buyer shall invoice to Seller and set off against future payments to Seller a fee (the "SC Set-Up Fee") equal to the costs Buyer incurs as a result of the Generating Units or the Generating Facility registration, as applicable, as well as installation, configuration, and testing of all equipment and software necessary, in Buyer's sole discretion, to Schedule the Generating Unit or the Generating Facility, as applicable. Such Buyer's invoice to Seller shall provide a detailed accounting of all costs and charges encompassed in the SC Set-Up Fee. The actual cost will be a simple pass-through to Seller of Buyer's actual costs. If Buyer elects to become the Scheduling Coordinator under this Agreement, Buyer estimates that the SC Set-up Fee for this Agreement will equal \$2,000.00 or less.

1.09 GHG Emissions Allowances. Seller elects one of the following: \_\_\_(a) \_\_\_(b), provided however, that this Section 1.09 shall not be applicable when the Monthly Contract Payment is calculated in accordance with Exhibit B (1).

(a) Seller shall manage its own GHG Emissions Allowances and request reimbursement from Buyer for such GHG Emissions Allowances in accordance with Section 3.03; or

(b) To have Buyer purchase GHG Emissions Allowances on behalf of Seller upon the CPUC's issuance of guidelines on the mechanics of Buyer's obligations to purchase GHG Emissions Allowances pursuant to CPUC Decision 09-12-042 (as modified by CPUC Decisions 10-04-055, 10-12-055, and 11-04-033). Until such time, Seller shall manage its own GHG Emissions Allowances and request reimbursement from Buyer for such GHG Emissions Allowances in accordance with and subject to the requirements of Sections 3.03(b) and (c).

1.10 Decertification from AB 1613 Program. In the event of Seller's default pursuant to Section 6.01(b)(vi) due to CEC decertification under the Public Utilities Code 2843, so long as at the time of default, Seller demonstrates qualifying facility status under PURPA and notwithstanding Section 2.02(b), upon termination of this Agreement, Seller's continued conveyance of Power Product and acceptance of payment shall constitute Seller's acceptance of any applicable mandatory must-purchase contract available to qualifying facilities under PURPA. Seller shall be paid the short run avoided cost rate for energy and as-available capacity applicable under such contract at the time of decertification.

## **ARTICLE TWO. SELLER'S SATISFACTION OF OBLIGATIONS; TERMINATION**

2.01 Seller's Satisfaction of Obligations before the Term Start Date. Before the Term Start Date, Seller must demonstrate to Buyer that Seller has satisfied all of the requirements necessary for Seller to Operate the Generating Facility in accordance with the terms of this Agreement (including Section 7.10), Applicable Law, the CAISO Tariff (to the extent applicable), and any other applicable tariff, legal, and regulatory requirements.

2.02 Termination Rights of the Parties.

(a) Termination Rights of Seller. Seller has the right to terminate this Agreement on Notice if Seller's Site Host relocates its business outside the State of California or terminates its business operations in California; *provided, however*, that if Seller terminates this Agreement in accordance with this Section 2.02(a), Seller (or any entity over which Seller or any owner or manager of Seller exercises Control) agrees to waive any right it may have under the Act to enter into any new agreement to sell energy, capacity, or attributes from the Generating Facility to Buyer or any other California investor-owned utility for a period of one year from the effective date of such termination. The termination of this Agreement becomes effective five Business Days after Seller delivers such Notice.

- (b) Event of Default. Except as provided in Section 1.10, in the event of an uncured Event of Default or an Event of Default for which there is no opportunity for cure permitted in this Agreement, the Non-Defaulting Party may, at its option, terminate this Agreement as set forth in Section 6.03 and, if the Non-Defaulting Party is Buyer, then Seller (or any entity over which Seller or any owner or manager of Seller exercises Control) agrees to waive any right it may have under the Act to enter into any new agreement to sell energy, capacity or attributes from the Generating Facility to Buyer or any other California investor-owned utility for a period of one year following the date of such termination.
- (c) End of Term. This Agreement terminates at midnight of (i) the Term End Date, or (ii) a termination date agreed to in writing by the Parties.
- (d) Rights and Obligations Surviving Termination. The rights and obligations of the Parties that are intended to survive a termination of this Agreement are all such rights and obligations that this Agreement expressly provides survive such termination as well as those rights and obligations arising from either Parties' covenants, agreements, representations or warranties applicable to, or to be performed, at, before or as a result of the termination of this Agreement.

### **ARTICLE THREE. SELLER'S OBLIGATIONS**

- 3.01 Conveyance of the Product. During the Term, Seller shall provide and convey the Product to Buyer in accordance with the terms of this Agreement, and Buyer shall have the exclusive right to the Product. Seller shall, at its own cost, take all reasonable actions and execute all documents or instruments that are reasonable and necessary to effectuate the use of the Green Attributes, Capacity Attributes and Resource Adequacy Benefits for Buyer's benefit throughout the Term.
- 3.02 Resource Adequacy. In accordance with Public Utilities Code section 2841(f), Seller grants, pledges, assigns and otherwise commits to Buyer the generating capacity of the Generating Facility to the extent necessary in order for Buyer to count such generating capacity to meet its Resource Adequacy obligations under any Resource Adequacy Ruling. Seller shall comply with CPUC and CAISO requirements to provide Resource Adequacy Benefits; provided however,
  - (i) If such requirements could interfere with the Operations of Seller, Seller shall be entitled to challenge such requirements with the CPUC or other relevant agency. Absent a ruling or other action granting a stay, Seller's compliance shall be required pending resolution of the challenge.
  - (ii) If Seller interconnects the Generating Facility pursuant to a non-FERC-jurisdictional interconnection tariff, Seller shall not be required to provide Resource Adequacy Benefits, and Buyer's total obligation to obtain Resource Adequacy Benefits pursuant to the Resource Adequacy Rulings with respect to the service area of Buyer will be decreased by the Generating Facility's generating capacity, provided that, if the outcome of any CPUC proceeding requires Seller to obtain a deliverability study, Seller shall promptly obtain such deliverability study and provide it to Buyer upon the completion of such deliverability study.
  - (iii) Following the outcome of the distribution interconnection issues proceeding (R.11-09-011), the Resource Adequacy proceedings (R.09-10-032), and any future CAISO stakeholder process addressing deliverability, a deliverability study may be required for all AB 1613 resources. The CPUC has reserved the right to require appropriate amendments to this

Agreement as necessary to address full capacity deliverability issues. The Parties agree to comply with any such CPUC requirement.

3.03 GHG Emissions Compliance Costs.

(a) Direct GHG Compliance Costs.

- (i) During the Term, Buyer shall reimburse Seller for any Direct GHG Compliance Costs, other than GHG Emissions Allowances, which are separately addressed in the sections below, attributable to the Generating Facility for GHG emissions associated with the Power Product, within forty-five (45) days of Buyer's receipt from Seller of documentation, in form and substance acceptable to Buyer, establishing that:
  - (1) Seller is actually liable for the Direct GHG Compliance Costs for GHG emissions attributed to the Power Product; and
  - (2) Direct GHG Compliance Costs were imposed upon Seller by an authorized Governmental Authority with jurisdiction to impose Direct GHG Compliance Costs where the Generating Facility is located, or which otherwise has jurisdiction over Seller or the Generating Facility.
- (ii) Buyer is not liable for reimbursement to Seller for Direct GHG Compliance Costs for GHG emissions associated with the Power Product if the GHG emissions for which Seller seeks reimbursement exceed the GHG Emissions Cap and based on the actual delivered Power Product.
- (iii) The Generating Facility's GHG emissions shall be allocated between the useful thermal output, the electricity consumed on-site, and the exported Power Product based on the relative BTU content of the end product consistent with Form CEC-2843, as amended.

(b) GHG Allowance Costs. Buyer shall bear the cost of GHG Emissions Allowances for GHG emissions attributable to the Generating Facility and associated with the Power Product through either reimbursement, or direct procurement, as indicated at Section 1.08, provided that:

- (i) Seller is actually required to procure such GHG Emissions Allowances for GHG emissions attributed to the Power Product;
- (ii) Such GHG Emissions Allowances compliance requirements were imposed upon Seller by an authorized Governmental Authority with jurisdiction to impose GHG Emissions Allowances requirements where the Generating Facility is located, or which otherwise has jurisdiction over Seller or the Generating Facility;
- (iii) The Generating Facility's GHG emissions, less any Free Allowance for which the Generating Facility is eligible, shall be allocated between the useful thermal output, the electricity consumed on-site, and the exported Power Product based on the relative BTU content of the end product consistent with Form CEC-2843, as amended;
- (iv) Buyer's responsibility for GHG Emissions Allowances is limited to GHG emissions associated with the Power Product for which the Seller or the Generating Facility was not eligible to receive Free Allowances; and

- (v) Buyer's responsibility for GHG Emissions Allowances will not exceed the GHG Emissions Cap based on the actual delivered Power Product.
  - (c) Reimbursement of Seller for GHG Emissions Allowances. If Seller has elected to manage its own GHG Emissions Allowances in Section 1.09, then, during the Term, Buyer shall reimburse Seller to the extent of Buyer's responsibility for GHG Emissions Allowances in accordance with Section 3.03(b) ("applicable quantity") within forty-five (45) days of Buyer's receipt from Seller of documentation, in form and substance acceptable to Buyer, requesting reimbursement. If the CPUC has specified an index for use in determining the price to be paid for GHG Emissions Allowances, in no event shall Buyer's total payment to Seller for the applicable quantity exceed the total payment that would be due to Seller if the applicable quantity were purchased at the index price at the relevant time period.
  - (d) Buyer's Purchase of GHG Emissions Allowances. If Seller has elected to have Buyer purchase GHG Emissions Allowances for the Generating Facility in Section 1.09, then, during the Term and upon the CPUC's issuance of guidelines on the mechanics of Buyer's obligations to purchase GHG Emissions Allowances pursuant to the AB 1613 Decisions, Buyer shall purchase GHG Emissions Allowances for Seller for the applicable quantity for the remainder of the Term in accordance with and subject to such guidelines, as may be revised from time to time.
  - (e) This Section 3.03 shall not be applicable during any portion of the Term during which the Monthly Contract Payment is calculated in accordance with Exhibit B (1).
- 3.04 Exclusive Rights. Notwithstanding anything to the contrary in this Agreement, as of the Effective Date and until the Term End Date, Seller may not use, provide or convey any of the Product to any Person other than Buyer.
- 3.05 Site Control. Within 60 days of the Effective Date and until the Term End Date, Seller shall have Site Control.
- 3.06 Permits. Seller shall obtain and maintain all Permits necessary for the Seller to Operate the Generating Facility and to deliver electric energy from the Generating Facility to the Delivery Point.
- 3.07 Interconnection. Seller shall, at its own cost, obtain and maintain all interconnection rights and an interconnection agreement and any related Governmental Authority approval(s) required to enable interconnection with Buyer's electric system and Parallel Operation of the Generating Facility.
- 3.08 CAISO Relationship. If Seller is interconnected pursuant to a FERC-jurisdictional interconnection tariff, then Seller shall comply with all applicable provisions of the CAISO Tariff, including securing and maintaining in full force all CAISO agreements, certifications and approvals required in order for the Generating Facility to comply with the CAISO Tariff.
- 3.09 Generating Facility Modifications. Seller shall provide at least 30 days advance Notice to Buyer before making any material modification to the Generating Facility, which Notice will include a description of any change in actual energy production of the Generating Facility and in the Site Host Load anticipated as a result of the modification. Notwithstanding the foregoing, Seller shall make no modification to the Generating Facility that would prevent Seller from complying with the terms of this Agreement.

3.10 Metering.

- (a) CAISO-Approved Meter. Seller shall, at its own cost, install, maintain and test the CAISO-Approved Meter pursuant to the CAISO Tariff or other applicable metering requirements, and each CAISO-Approved Meter shall have net energy capability as required under Public Utilities Code Section 2840.2(b)(2).
- (b) Check Meter. Buyer may, at its sole cost, furnish and install one or more Check Meters, as applicable, on the high voltage side of the substation associated with the Generating Facility or, if there is not enough space at such substation to install the Check Meter, any other location mutually agreeable to the Parties. The Check Meter shall be interconnected with Buyer's communication network to permit (i) periodic, remote collection of revenue quality meter data, and (ii) back-up real time transmission of operating-quality meter data through the Telemetry System. Buyer shall test and recalibrate the Check Meter at least once every Term Year. The Check Meter will be locked or sealed, and the lock or seal may only be broken by a Buyer representative. Seller has the right to be present whenever such lock or seal is broken. Buyer shall replace the Check Meter battery at least once every 36 months; *provided, however*, if the Check Meter battery fails, Buyer shall promptly replace such battery.
- (c) Use of Check Meter for Back-Up Purposes. Buyer may compare the Check Meter data to the CAISO-Approved Meter data. If the deviation between the CAISO-Approved Meter data (after adjusting for any compensation factors introduced by the CAISO into the CAISO Approved Meter) and the Check Meter data for any comparison is greater than 0.3%, Buyer shall provide Notice to Seller of such deviation and the Parties shall mutually arrange for a meter check or recertification of the Check Meter or CAISO-Approved Meter, as applicable. Each Party shall bear its own costs for any meter check or recertification. Testing procedures and standards for the Check Meter will be the same as for a comparable Buyer-owned meter. Seller shall have the right to have representatives present during all such tests. For the avoidance of doubt, the Check Meter is intended to be used for back-up purposes in the event of a failure or other malfunction of the CAISO-Approved Meter, and Check Meter data shall only be used to validate the CAISO-Approved Meter data and, in the event of a failure or other malfunction of the CAISO-Approved Meter, in place of the CAISO-Approved Meter until such time that the CAISO-Approved Meter is checked or recertified.

3.11 Provision of Information. Seller shall promptly provide to Buyer all documents reasonably requested by Buyer relating to the Generating Facility (including site plan drawings and single-line diagrams), the administration of this Agreement, or in order for Buyer to comply with any discovery or data request for information from the CPUC, CEC, FERC, any court, administrative agency, legislative body or other tribunal.

3.12 Operation. Seller shall:

- (a) Operate the Generating Facility in accordance with Prudent Electrical Practices;
- (b) If Seller is interconnected pursuant to a FERC-jurisdictional interconnection tariff, comply with the requirements set forth in Exhibit C and Exhibit D that relate to participating generator obligations under the CAISO tariff;
- (c) Use its commercially reasonable efforts to Operate the Generating Facility so that the Power Product conforms with the Forecast provided in accordance with Exhibit C;
- (d) Pay the CAISO Charges for which it is responsible under Exhibit E;

- (e) Use reasonable efforts to respond to any instruction issued by the CAISO or the Transmission Provider or delivered to Seller by Buyer in response to an Emergency;
- (f) On an annual basis from the Effective Date, provide electronically or in hard copy to Buyer, within 20 days of a request by Notice from Buyer, the following annualized operating records: total annual electricity generation (MWh/year), total annual useful thermal output (MMBtu/year), total annual fuel use (MMBtu-HHV), and fuel conversion factor (pounds of CO<sub>2</sub> per million BTU). Seller shall also maintain and provide electronically or in hard copy to Buyer, within 20 days of a request by Notice from Buyer but not more than once per month, a copy of daily operating records limited to real power production, changes in operating status, and unusual conditions found during inspections.;
- (g) Keep all Operating records to the extent required of an Eligible CHP Facility by any applicable CPUC or CEC order;
- (h) If Buyer has elected to become Scheduling Coordinator pursuant to Section 1.08, at least 75 days before the Term End Date or as soon as practicable before the date of an early termination of this Agreement, (i) submit to the CAISO the name of the Scheduling Coordinator that will replace Buyer, and (ii) cause the Scheduling Coordinator that will replace Buyer to submit a letter to the CAISO accepting the designation as Seller's Scheduling Coordinator; and
- (i) Comply with all NERC reliability standards and requirements applicable to the generator owner and generator operator of the Generating Facility, if any.

3.13 Fuel Supply. Seller shall supply all fuel required for the Power Product and any testing of the Generating Facility.

3.14 Power Product Curtailments at Request of Scheduling Coordinator, Transmission Provider, or CAISO. Seller shall promptly curtail the production of the Power Product upon receipt of a notice or instruction from Seller's Scheduling Coordinator, the Transmission Provider, or the CAISO; *provided, however*, that if Buyer has elected to become Scheduling Coordinator pursuant to Section 1.08, Buyer, in its role as Scheduling Coordinator, shall issue such an instruction only when Buyer is expressly directed to curtail production of the Power Product by the CAISO or where Buyer reasonably believes that curtailment of the Power Product is required to comply with (a) its maintenance requirements and operating orders, (b) a CAISO Declared Over-Generation Condition, or (c) an Emergency. Whenever practicable, Buyer will use commercially reasonable efforts to provide Seller reasonable advance notice of the possibility that a reduction or interruption of deliveries may be required.

3.15 Eligible CHP Facility Status.

- (a) To the extent required by Applicable Law, administration of this Agreement or program eligibility guidelines established by the CEC within thirty (30) Business Days following the Term Start Date or Notice from Buyer, Seller shall provide to Buyer certification from the CEC that the Generating Facility meets the applicable operating and efficiency standards for Eligible CHP Facilities for the applicable year.
- (b) Seller shall take all necessary steps, including making or supporting timely filings with the appropriate Governmental Authority in order to maintain certification of the Eligible CHP Facility status of the Generating Facility throughout the Term.

- (c) Seller shall provide to Buyer copies of all documentation, including calculations and verifiable supporting data provided to the appropriate Governmental Authority, which demonstrates the compliance of the Generating Facility with the Eligible CHP Facility operating and efficiency standards for the applicable year. Notwithstanding the foregoing, Seller shall provide Buyer with a copy of its Annual Performance Reporting Forms (CEC Form 2843 or its successor) within 5 days of submission to the CEC.
  - (d) Seller, unless a public agency, shall take all necessary steps, including making or supporting timely filings with FERC in order to maintain the qualifying facility status of the Generating Facility as required by 18 CFR §292.201, et seq., throughout the Term.
  - (e) Within 30 Business Days following the end of each year, and within 30 Business Days following the Term End Date, each QF Seller shall provide to Buyer a copy of a FERC order waiving for the Generating Facility the applicable operating and efficiency standards for qualifying cogeneration facilities, as contemplated in 18 CFR Part 292, Section 292.205, “Criteria for Qualifying Cogeneration Facilities”, for the applicable year, if Seller has received such order from the FERC.
- 3.16 Notice of Cessation or Termination of Service Agreements. Seller shall provide Notice to Buyer within one Business Day if there is a termination of, or cessation of service under, any agreement required in order for the Generating Facility to (a) interconnect with the Transmission Provider’s electric system, (b) transmit and deliver electric energy to the Delivery Point, or (c) own and operate any CAISO-Approved Meter.
- 3.17 Buyer’s Access Rights. Buyer has the right to examine the Site, the Generating Facility and the Operating records for any purpose connected with this Agreement upon providing Seller with reasonable advance Notice under the circumstances.
- 3.18 Planned Outages. Seller shall schedule and utilize all planned outages in accordance with the procedures and subject to the limitations set forth in Exhibit D.
- 3.19 Seller Ownership and Control of Generating Facility. Seller agrees, that, in accordance with FERC Order No. 697, upon request of Buyer, Seller shall submit a letter of concurrence in support of an affirmative statement by Buyer that the contractual arrangement set forth in this Agreement does not transfer “ownership or control of generation capacity” from Seller to Buyer as the term “ownership or control of generation capacity” is used in 18 CFR Section 35.42. Seller also agrees that it will not, in filings, if any, made subject to Order Nos. 652 and 697, claim that the contractual arrangement set forth in this Agreement conveys ownership or control of generation capacity from Seller to Buyer.
- 3.20 Allocation of Availability Incentive Payments and Non-Availability Charges. If the Generating Facility is subject to the terms of the Availability Standards, Non-Availability Charges, and Availability Incentive Payments as defined and provided for by the CAISO Tariff, any Availability Incentive Payments will be for the benefit of Seller and for Seller’s account and any Non-Availability Charges will be the responsibility of Seller and for Seller’s account.

#### **ARTICLE FOUR. BUYER’S OBLIGATION TO PAY**

##### **4.01 Obligation to Pay.**

- (a) For Seller’s full compensation under this Agreement, during the Term, Buyer shall make a monthly payment (a “Monthly Contract Payment”) calculated in accordance with Exhibit B or Exhibit B (1), as determined pursuant to Section 1.07 *provided, however*, Buyer is not obligated to issue a payment to Seller until the amount due to Seller pursuant to this Agreement exceeds fifty dollars (\$50.00)

after set-offs and adjustments in accordance with this Agreement. Buyer shall adjust each Monthly Contract Payment in accordance with the terms of this Agreement, including making adjustment for the fees set forth in Section 1.08 and any CAISO Charges.

- (b) Subject to Section 4.01(a), Buyer shall provide a payment statement within 30 days after the last Business Day of each calendar month, which statement shall include Buyer's payment to Seller and a calculation thereof.
- (c) If Buyer determines that a calculation of Metered Energy is incorrect as a result of an inaccurate meter reading or the correction of data by the CAISO, Buyer shall recompute the Metered Energy quantity for the period of the inaccuracy based on an adjustment of such inaccurate meter reading. Buyer shall then recompute any payment or payment adjustment affected by such inaccuracy. Any amount due from Buyer to Seller or Seller to Buyer, as the case may be, shall be made as an adjustment to a subsequent monthly statement that is calculated after Buyer's recomputation using corrected measurements. If the recomputation results in a net amount owed to Buyer after offsetting any amounts owing to Seller as shown on a subsequent monthly statement, any such additional amount still owing to Buyer shall be shown as an adjustment on Seller's statement until such amount is fully collected by Buyer.
- (d) Buyer may deduct amounts that would otherwise be due to Seller under this Agreement from any amounts owing and unpaid by Seller to Buyer arising out of or related to any other agreement, tariff, obligation or liability pertaining to the Generating Facility.
- (e) Except as otherwise provided for in this Agreement, if, within 90 days of receipt of Buyer's payment statement, Seller does not give Notice to Buyer of an error, then Seller shall be deemed to have waived any error in Buyer's statement, computation and payment and the statement shall be conclusively deemed correct and complete. If Seller timely identifies an error in Seller's favor and Buyer agrees that the identified error occurred, Buyer shall reimburse Seller for the amount of the underpayment caused by the error and add the underpayment to a subsequent monthly statement that is calculated. If Seller identifies an error in Buyer's favor and Buyer agrees that the identified error occurred, Seller shall reimburse Buyer for the amount of overpayment caused by the error and Buyer shall apply the overpayment to a subsequent statement that is calculated. If the recomputation results in a net amount still owing to Buyer after applying the overpayment, a subsequent statement shall show a net amount owing to Buyer.
- (f) Notwithstanding anything to the contrary in this Agreement, if any payment statement shows amounts owed by Seller to Buyer, Buyer may, at its option, apply this net amount owing to Buyer in any subsequent monthly statements to Seller or invoice Seller for such amount, in which case Seller must pay the amount owing to Buyer within 20 days of receipt of such invoice.
- (g) Notwithstanding anything to the contrary in this Agreement, for the entire period during which Seller fails to materially comply with any provision set forth in Exhibit C, Seller shall be responsible for all applicable CAISO Charges; *provided, however*, that if Seller complies fully with Exhibit C, Buyer shall pay all CAISO Charges (except those CAISO Charges for which Seller is responsible under Exhibit E) for up to, but not including, 500 kW of deviation of Seller's Forecast from the Metered Energy, and Seller shall be responsible only for applicable CAISO Charges attributable to such deviations of 500 kW or more.

## ARTICLE FIVE. FORCE MAJEURE

- 5.01 No Default for Force Majeure. Neither Party will be in default in the performance of any of its obligations set forth in this Agreement, except for obligations to pay money, when and to the extent failure of performance is caused by Force Majeure.
- 5.02 Requirements Applicable to the Claiming Party. If a Party, because of Force Majeure, is rendered wholly or partly unable to perform its obligations when due under this Agreement, such Party (the “Claiming Party”) shall be excused from whatever performance is affected by the Force Majeure to the extent so affected. In order to be excused from its performance obligations under this Agreement by reason of Force Majeure:
- (a) The Claiming Party, within 14 days after the initial occurrence of the claimed Force Majeure, must give the other Party Notice describing the particulars of the occurrence; and
  - (b) The Claiming Party must provide timely evidence reasonably sufficient to establish that the occurrence constitutes Force Majeure as defined in this Agreement.
- The suspension of the Claiming Party’s performance due to Force Majeure may not be greater in scope or longer in duration than is required by such Force Majeure. In addition, the Claiming Party shall use diligent efforts to remedy its inability to perform. When the Claiming Party is able to resume performance of its obligations under this Agreement, the Claiming Party shall give the other Party prompt Notice to that effect.
- 5.03 Termination. The non-Claiming Party may terminate this Agreement on at least five (5) Business Days’ prior Notice, in the event of Force Majeure which materially interferes with such Party’s ability to perform its obligations under this Agreement and which extends for more than 365 consecutive days, or for more than a total of 365 days in any consecutive 540-day period.

## ARTICLE SIX. EVENTS OF DEFAULT; REMEDIES

- 6.01 Events of Default. An “Event of Default” means the occurrence of any of the following:
- (a) With respect to either Party (a “Defaulting Party”):
    - (i) Any representation or warranty made by such Party in this Agreement is false or misleading in any material respect when made or when deemed made or repeated if the representation or warranty is continuing in nature, if such misrepresentation or breach of warranty is not remedied within 10 Business Days after Notice from the Non-Defaulting Party to the Defaulting Party;
    - (ii) Except for an obligation to make payment when due, the failure to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default or to the extent excused by a Force Majeure) if such failure is not remedied within 30 days after Notice of such failure is provided by the Non-Defaulting Party to the Defaulting Party, which Notice sets forth in reasonable detail the nature of the Event of Default;
    - (iii) A Party fails to make when due any payment (other than amounts disputed in accordance with the terms of this Agreement) due and owing under this Agreement and such failure is not cured within five Business Days after Notice is provided by the Non-Defaulting Party to the Defaulting Party of such failure;

- (iv) A Party becomes Bankrupt; or
  - (v) A Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another Person and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee Person fails to assume all the obligations of such Party under this Agreement either by operation of law or pursuant to an agreement reasonably satisfactory to the other Party.
- (b) With respect to Seller:
- (i) The total quantity of Metered Energy in any Term Year is less than 10% of the Expected Term Year Energy Production;
  - (ii) Seller delivers, Schedules, or attempts to deliver or Schedule at the Delivery Point for sale under this Agreement, electric energy that was not generated by the Generating Facility;
  - (iii) The Term Start Date does not occur within 18 months of the Effective Date, if Seller is a New Eligible CHP Facility, or within 6 months of the Effective Date, if Seller is an Existing Eligible CHP Facility; *provided, however*, that this 18-month or 6-month period shall be extended on a day-for-day basis for any delay caused solely by Buyer's failure to perform its obligation(s) under this Agreement or excused solely as a result of Force Majeure as to which Seller is the Claiming Party (subject to Section 5.03), as to which, in either case, Seller has notified Buyer of the new expected Term Start Date;
  - (iv) Termination of, or cessation of service under, any agreement necessary for the interconnection of the Generating Facility to the Transmission Provider's electric system or for metering the Metered Energy, and such service is not reinstated, or alternative arrangements implemented, within 120 days after such termination or cessation;
  - (v) Seller materially fails to comply with any provision of Exhibit C and such failure is not cured within 30 days after Notice is provided by Buyer to Seller; or
  - (vi) Subject to Section 3.15, Seller fails to maintain its status as an Eligible CHP Facility during the Term.

6.02 Site Host Changes. Notwithstanding Section 6.01 above, with respect to Seller, an Event of Default shall not include (a) cessation of operation by the Site Host, or (b) the inability of Site Host to use the waste heat from the Generating Facility in a manner that is consistent with the requirements of the Act. If the Site Host ceases operation or is unable to use the waste heat from the Generating Facility in a manner that is consistent with the Act for a period of 365 days or more, either Party may terminate this Agreement. If Seller terminates this Agreement pursuant to this Section 6.02, then Seller (or any entity over which Seller or any owner or manager of Seller exercises Control) agrees to waive any right it may have under the Act to enter into any new agreement to sell energy, capacity, or attributes from the Generating Facility to Buyer or any other California investor-owned utility for a period of one following the effective date of such termination.

6.03 Early Termination. If an Event of Default has occurred, there will be no opportunity for cure except as specified in Section 6.01. The Party not in default (the "Non-Defaulting Party") will have the right to (a) designate by no more than twenty (20) days' Notice to the Defaulting Party a date for the early termination of this Agreement (an "Early Termination Date"), (b) immediately suspend performance under this Agreement, and (c) pursue all remedies available at law or in equity against the Defaulting Party (including monetary damages), subject to the terms of this Agreement.

## ARTICLE SEVEN. MISCELLANEOUS

- 7.01 Representations, Warranties and Covenants. On the Effective Date, each Party represents, warrants, and covenants to the other Party that:
- (a) It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;
  - (b) It has or will timely acquire all regulatory authorizations necessary for it to legally perform its obligations under this Agreement;
  - (c) The execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any Applicable Laws;
  - (d) This Agreement constitutes a legally valid and binding obligation enforceable against it in accordance with its terms;
  - (e) There is not pending, or to its knowledge, threatened against it or, in the case of Seller, any of its Affiliates, any legal proceeding that could materially adversely affect its ability to perform under this Agreement;
  - (f) It is acting for its own account, and its decision to enter into this Agreement is based on its own judgment, not in reliance upon the advice or recommendations of the other Party and it is capable of assessing the merits of and understanding, and understands and accepts the terms, conditions and risks of this Agreement; and
  - (g) It has not relied on any promises, representations, statements or information of any kind that are not contained in this Agreement in deciding to enter into this Agreement.
- 7.02 Additional Representations, Warranties, and Covenants by Seller. Seller represents, warrants and covenants to Buyer that:
- (a) It does not, and will not (i) convey, transfer, allocate, designate, award, report or otherwise provide any or all of the Product, or any portion thereof, or any benefits derived therefrom, to any party other than Buyer, or (ii) start-up or Operate the Generating Facility per instruction of or for the benefit of any third party, except in order to satisfy the Site Host Load, or as required by other Applicable Laws.
  - (b) Throughout the Term: (i) it or its subcontractors will own or lease and Operate the Generating Facility; (ii) it will deliver the Product to Buyer free and clear of all liens, security interests, Claims and encumbrances or any interest therein or thereto by any Person; (iii) it will hold the rights to all of the Product; (iv) the Generating Facility will maintain its qualification as an Eligible CHP Facility; and (v) the Generating Facility will meet all applicable greenhouse gas emissions standards, as such standards may change from time to time.
- 7.03 Indemnity.
- (a) Each Party as indemnitor shall defend, save harmless and indemnify the other Party and the directors, officers, employees, and agents of such other Party against and from any and all loss, liability, damage, Claim, cost, charge, demand, or expense (including any direct, indirect, or

consequential loss, liability, damage, Claim, cost, charge, demand, or expense, including reasonable attorneys' fees) for injury or death to Persons, including employees of either Party, and physical damage to property including property of either Party arising out of or in connection with the negligence or willful misconduct of the indemnitor relating to its obligations under this Agreement. This indemnity applies notwithstanding the active or passive negligence of the indemnitee. However, neither Party is indemnified under this Agreement for its loss, liability, damage, Claim, cost, charge, demand or expense to the extent resulting from its own gross negligence or willful misconduct.

- (b) Each Party releases and shall defend, save harmless and indemnify the other Party from any and all loss, liability, damage, Claim, cost, charge, demand or expense arising out of or in connection with any breach made by the indemnifying Party of its representations, warranties and covenants in Section 7.01 and Section 7.02. Notwithstanding anything to the contrary in this Agreement, if Seller fails to comply with the provisions of Section 7.10, Seller shall, at its own cost, defend, save harmless and indemnify Buyer, its directors, officers, employees, and agents, assigns, and successors in interest, from and against any and all loss, liability, damage, Claim, cost, charge, demand, or expense of any kind or nature (including any direct, indirect, or consequential loss, damage, Claim, cost, charge, demand, or expense, including reasonable attorneys' fees and other costs of litigation), resulting from injury or death to any Person or damage to any property, including the personnel or property of Buyer, to the extent that Buyer would have been protected had Seller complied with all of the provisions of Section 7.10. The inclusion of this Section 7.03(b) is not intended to create any express or implied right in Seller to elect not to provide the insurance required under Section 7.10.
- (c) Each Party shall defend, save harmless and indemnify the other Party against any taxes imposed by any Governmental Authority on or with respect to the Generating Facility, Monthly Contract Payments made by Buyer to Seller, or the Power Product before the Delivery Point, including ad valorem taxes and other taxes attributable to the Generating Facility, the Site or land rights or interests in the Site or the Generating Facility for which such indemnifying Party is responsible.
- (d) Seller shall defend, save harmless and indemnify Buyer against any penalty imposed upon Buyer as a result of Seller's failure to fulfill its obligations regarding Resource Adequacy Benefits as set forth in Sections 3.01 and 3.02.
- (e) All indemnity rights survive the termination of this Agreement for 12 months.

7.04 Assignment. Seller may not assign this Agreement or its rights under this Agreement without the prior written consent of Buyer, which consent may not be unreasonably withheld; *provided, however*, that Seller may, without the consent of Buyer (and without relieving Seller from liability hereunder), transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof to its Lender(s) in connection with any financing if (a) such Lender(s) assumes the payment and performance obligations provided under this Agreement with respect to Seller, (b) such Lender(s) agree in writing to be bound by the terms and conditions of this Agreement, and (c) Seller delivers such tax and enforceability assurance as Buyer may reasonably request.

7.05 Governing Law and Jury Trial Waiver. THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER ARE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. TO THE EXTENT ENFORCEABLE AT SUCH TIME, EACH PARTY WAIVES ITS RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.

- 7.06 Arbitration. Except for matters relating to specific performance, injunctive relief or other equitable remedies, the Parties agree to submit to arbitration any and all matters in dispute or controversy among them concerning the terms of this Agreement. Unless the Parties agree to alternative arrangements, the selection of arbitrators and the procedure shall be in accordance with the commercial arbitration rules then in effect of the Judicial Arbitration and Mediation Services, Inc. Any award rendered shall be final and conclusive upon the Parties and a judgment thereon may be entered in the highest court of the forum, state or federal, having jurisdiction. The expenses of the arbitration shall be borne equally by the Parties; *provided, however*, that each Party shall pay for and bear the costs of its own experts, evidence and counsel's fees. Notwithstanding the rules and procedures that would otherwise apply to the arbitration, and unless the Parties agree to a different arrangement, the place of the arbitration will be in San Francisco, California.
- 7.07 Notices. All Notices shall be made in accordance with this Section 7.07 and Exhibit F. Notices (other than Forecasts and Scheduling requests) shall, unless otherwise specified in this Agreement, be in writing and may be delivered by hand delivery, first class United States mail, overnight courier service, electronic transmission or facsimile. Notices provided in accordance with this Section 7.07 are deemed given as follows: (a) Notice by facsimile, electronic transmission or hand delivery is deemed given at the close of business on the day actually received, if received during business hours on a Business Day, and otherwise are deemed given at the close of business on the next Business Day; (b) Notice by overnight first class United States mail or overnight courier service is deemed given on the next Business Day after such Notice is sent out; and (c) Notice by first class United States mail is deemed given two Business Days after the postmarked date. Notices are effective on the date deemed given, unless a different date for the Notice to go into effect is stated in another section of this Agreement.
- 7.08 General.
- (a) Except as may otherwise be provided in this Agreement, there is no warranty of merchantability or fitness for a particular purpose, and any and all implied warranties are disclaimed. Liability shall be limited to direct actual damages only, such direct actual damages shall be the sole and exclusive remedy and all other remedies or damages at law or in equity are waived unless expressly herein provided. Unless expressly provided for in this Agreement, neither Party shall be liable for consequential, incidental, punitive, exemplary or indirect damages, lost profits or other business interruption damages. This Agreement will not be construed against any Party as a result of the preparation, substitution, or other event of negotiation, drafting or execution thereof. Except to the extent provided for in this Agreement, no amendment or modification to this Agreement is enforceable unless reduced to a writing signed by all Parties.
  - (b) Each Party reserves all rights, claims and defenses with respect to this Agreement, the AB1613 Decisions, and any application for rehearing, petition for modification, petition for declaratory order, or appeal filed with respect to such decisions.
  - (c) This Agreement supersedes all prior agreements, whether written or oral, between the Parties with respect to its subject matter and constitutes the entire agreement between the Parties relating to its subject matter.
  - (d) If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
  - (e) Waiver by a Party of any default by the other Party will not be construed as a waiver of any other default.

- (f) The term “including” when used in this Agreement is by way of example only and will not be considered in any way to be in limitation.
- (g) The word “or” when used in this Agreement includes the meaning “and/or” unless the context unambiguously dictates otherwise.
- (h) Where days are not specifically designated as Business Days, they are calendar days. Where years are not specifically designated as Term Years, they are calendar years.
- (i) This Agreement will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the Parties.
- (j) Whenever this Agreement refers to any law, tariff, government department or agency, regional reliability council, Transmission Provider, or credit rating agency, the Parties agree that the reference also refers to any successor to such law, tariff or organization.
- (k) This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission, an Adobe Acrobat file or by other electronic means constitutes effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes.
- (l) The headings used in this Agreement are for convenience and reference purposes only and will not affect its construction or interpretation. All references to “Sections” and “Exhibits” refer to the corresponding Sections and Exhibits of this Agreement. Unless otherwise specified, all references to “Sections” in Exhibits A through G refer to the corresponding Articles and Sections in the main body of this Agreement. Words having well-known technical or industry meanings have such meanings unless otherwise specifically defined in this Agreement.

7.09 **Confidentiality.** Neither Party may disclose any Confidential Information to a third party, other than: (a) to such Party’s employees, Lenders, investors, attorneys, accountants or advisors who have a need to know such information and have agreed to keep such terms confidential; (b) to potential Lenders with the consent of Buyer, which consent will not be unreasonably withheld; (c) to Buyer’s Procurement Review Group, as defined in D.02-08-071, subject to any applicable limitations and subject to a protective order applicable to Buyer’s Procurement Review Group; (d) with respect to Confidential Information, the CPUC, the CEC or the FERC, under seal for any regulatory purpose, including policymaking, but only provided that the confidentiality protections from the CPUC under Section 583 of the California Public Utilities Code or other statute, order or rule offering comparable confidentiality protection are in place before the communication of such Confidential Information; (e) in order to comply with any Applicable Law or any exchange, Control Area or CAISO rule, or order issued by a court or entity with competent jurisdiction over the disclosing party; and (f) in order to comply with any Applicable Law, including applicable regulation, rule, subpoena, or order of the CPUC, CEC, FERC, any court, administrative agency, legislative body or other tribunal, or any discovery or data request of the CPUC. In connection with requirements, requests or orders to produce documents or information in the circumstances provided in Section 7.09(f), each Party shall use reasonable efforts to (i) notify the other Party before disclosing the Confidential Information, and (ii) prevent or limit such disclosure.

7.10 Insurance.

(a) General Liability Coverage.

- (i) Seller shall maintain during the performance hereof, General Liability Insurance of not less than \$1,000,000.00 if the Generating Facility's Nameplate is over 100 kW, \$500,000.00 if the Generating Facility's Nameplate is over 20 kW to 100kW or \$100,000.00 if the Generating Facility's Nameplate is 20 kW or below of combined single limit or equivalent for bodily injury, personal injury, and property damage as the result of any one occurrence.
- (ii) General Liability Insurance shall include coverage for Premises-Operations, Owners and Contractors Protective, Products/Completed Operations Hazard, Explosion, Collapse, Underground, Contractual Liability, and Broad Form Property Damage including Completed Operations.
- (iii) Such insurance shall provide for thirty (30) days written notice to Buyer prior to cancellation, termination, alteration, or material change of such insurance.

(b) Additional Insurance Provisions.

- (i) Evidence of coverage described above in Section 7.10(a) shall state that coverage provided is primary and is not excess to or contributing with any insurance or self-insurance maintained by Buyer.
- (ii) Buyer shall have the right to inspect or obtain a copy of the original policy(ies) of insurance.
- (iii) Seller shall furnish the required certificates and endorsements to Buyer prior to commencing operation.
- (iv) All insurance certificates, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to the following:

Pacific Gas and Electric Company  
Attention: Manager, Insurance Department  
77 Beale Street, Room E280  
San Francisco, CA 94105

7.11 Simple Interest Payments. Except as specifically provided in this Agreement, any outstanding and past due amounts owing and unpaid by either Party under the terms of this Agreement shall be eligible to receive a Simple Interest Payment calculated using the Interest Rate for the number of days between the date due and the date paid.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective authorized representatives as of the Effective Date.

This agreement is effective when accepted and executed by PG&E.

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_____ Seller's Name	_____ Buyer's Name
_____ Seller's business registration	<b>A California Corporation</b> _____ Buyer's business registration
_____ Authorized by (Print)	_____ Authorized by (Print)
_____ Signature	_____ Signature
_____ Title	_____ Title
_____ Date	_____ Date

## **EXHIBIT A** ***Definitions***

For purposes of this Agreement, the following terms and variations thereof have the meanings specified or referred to in this Exhibit A:

“AB 1613 Decisions” means the decisions issued in R.08-06-024.

“Act” has the meaning set forth in the Recitals.

“Affiliate” means, with respect to a Party, any Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with such Party. For purposes of this definition, “control” means the direct or indirect ownership of 50% or more of the outstanding capital stock or other equity interests having ordinary voting power.

“Agreement” has the meaning set forth in the Preamble.

“Applicable Law” means all constitutions, treaties, laws, ordinances, rules, regulations, interpretations, permits, judgments, decrees, injunctions, writs and orders of any Governmental Authority or arbitrator that apply to any Party, the Generating Facility or the terms of this Agreement.

“As-Available Contract Capacity” means the electric energy generating capacity that Seller provides on an as-available basis for the Power Product, as set forth in Section 1.03, as may be adjusted from time to time.

“Availability Incentive Payments” has the meaning set forth in the CAISO Tariff.

“Availability Standards” means the standard set forth in the CAISO Tariff setting forth criteria for determining if a Resource Adequacy Resource is subject to Non-Availability Charges or Availability Incentive Payments (each as defined in the CAISO Tariff), under the CAISO Tariff.

“Average Higher Heating Value MPR Heat Rate” means the heat rate equal to 6,924 Btu/kWh, or 6.924 MMBtu/MWh, per CPUC Resolution E-4298, which heat rate will be modified in this Agreement if there is any modification thereto by the CPUC or other authorized Governmental Authority.

“Bankrupt” means with respect to any Person, such Person:

- (a) Files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it (which petition is not dismissed within 90 days);
- (b) Makes an assignment or any general arrangement for the benefit of creditors;
- (c) Otherwise becomes bankrupt or insolvent (however evidenced);
- (d) Has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets; or
- (e) Is generally unable to pay its debts as they fall due.

“Business Day” means any day except a Saturday, Sunday, the Friday after the United States Thanksgiving holiday, or a Federal Reserve Bank holiday that begins at 8:00 a.m. and ends at 5:00 p.m. local time for the Party sending a Notice or payment or performing a specified action.

“Buyer” has the meaning set forth in the Preamble.

“Buyer Tariffs” means the entire body of effective rates, fees, rentals, charges, and rules collectively of PG&E, including title page, preliminary statement, service area maps, rate schedules, list of contracts and deviations, rules, and sample forms.

“CAISO” means the California Independent System Operator Corporation.

“CAISO-Approved Meter” means any revenue quality, electric energy measurement meter system(s), including all associated metering transformers and related appurtenances, as required by the CAISO (or, to the extent that the CAISO’s metering requirement does not apply, Prudent Electrical Practices) and furnished by Seller, and which (a) is designed, manufactured and installed in accordance with the CAISO’s metering requirements, or, to the extent that the CAISO’s metering requirements do not apply, Prudent Electrical Practices, and (b) is a time-of-use meter capable of measuring the net electric energy output from the Generating Facility.

“CAISO-Approved Quantity” means the total quantity of electric energy the Buyer Schedules with the CAISO and the CAISO approves in its final schedule which is published in accordance with the CAISO Tariff.

“CAISO Controlled Grid” has the meaning set forth in the CAISO Tariff.

“CAISO Declared Over-Generation Condition” means a CAISO-declared condition on the CAISO Controlled Grid where the sum of the desired generation output of all of Scheduling Coordinators in the Control Area, absent mitigation, would be greater than the system load.

“CAISO Charges” means the debits, costs, fees, penalties, sanctions, interest or similar charges, including imbalance energy charges, that are directly assigned by the CAISO to the CAISO Global Resource ID for the Generating Facility for, or attributable to, Scheduling, Availability Standards or deliveries from the Generating Facility under this Agreement.

“CAISO Global Resource ID” means the number or name assigned by the CAISO to the CAISO-Approved Meter.

“CAISO Revenues” means the credits, fees, payments, revenues, interest or similar benefits, including imbalance energy payments, that are directly assigned by the CAISO to the CAISO Global Resource ID for the Generating Facility for, or attributable to, Scheduling or deliveries from the Generating Facility under this Agreement.

“CAISO Tariff” means the California Independent System Operator Corporation Operating Agreement and Tariff, including the rules, protocols, procedures and standards attached thereto, as the same may be amended or modified from time to time and approved by the FERC.

“Capacity Attributes” means any and all current or future defined characteristics, certificates, tag, credits, ancillary service attributes, or accounting constructs, howsoever entitled, other than Resource Adequacy Benefits, attributed to or associated with the electricity generating capability of the Generating Facility.

“CARB” means the California Air Resources Board

“CEC” means the California Energy Commission.

“Check Meter” means the Buyer revenue-quality meter section or meter(s), which Buyer may furnish at its discretion, as set forth in Section 3.10(b), and will include those devices normally supplied by Buyer or Seller under the applicable utility electric service requirements.

“Claiming Party” has the meaning set forth in Section 5.02.

“Claims” means all third party claims or actions, threatened or filed and, whether groundless, false, fraudulent or otherwise, that directly or indirectly relate to the subject matter of an indemnity, and the resulting losses, damages, expenses, attorneys’ fees and court costs, whether incurred by settlement or otherwise, and whether such claims or actions are threatened or filed before or after the termination of this Agreement.

“Confidential Information” means all oral or written communications exchanged between the Parties on or after the Effective Date relating to the implementation of this Agreement, including information related to Seller’s compliance with operating and efficiency standards applicable to an Eligible CHP Facility. Confidential Information does not include (i) information which is in the public domain as of the Effective Date or which comes into the public domain after the Effective Date from a source other than from the other Party, (ii) information which either Party can demonstrate in writing was already known to such Party on a non-confidential basis before the Effective Date, (iii) information which comes to a Party from a bona fide third-party source not under an obligation of confidentiality, or (iv) information which is independently developed by a Party without use of or reference to Confidential Information or information containing Confidential Information.

“Control” means the direct or indirect ownership of 20% or more of the outstanding capital stock or other equity interests having ordinary voting power

“CPUC” means the California Public Utilities Commission.

“Decision” means CPUC Decision (“D”) 07-09-040.

“Defaulting Party” has the meaning set forth in Section 6.01(a).

“Delivery Point” has the meaning set forth in Section 1.06.

“Direct GHG Compliance Costs” mean any taxes, charges or fees imposed by an authorized Governmental Authority with jurisdiction over the Seller or the Generating Facility, and levied directly on the Generating Facility for GHG emissions attributable to its Operations.

“Early Termination Date” has the meaning set forth in Section 6.03(a).

“Effective Date” has the meaning set forth in the Preamble.

“Eligible CHP Facility” means a facility, as defined by Public Utilities Code Section 2840.2, subdivisions (a) and (b) that, (1) meets the guidelines established by the California Energy Commission pursuant to Public Utilities Code §2843, and (2) meets the requirements of 18 Code of Federal Regulations §292.201, et seq., unless Seller is a public agency exempt from FERC jurisdiction under 16 United States Code (“USC”) §824(f).

“Emergency” means an actual or imminent condition or situation which (a) is defined and declared by the CAISO or Transmission Provider, (b) jeopardizes the integrity or reliability of the CAISO Controlled Grid or

Transmission Provider's electric system, (c) requires automatic or immediate manual action to prevent or limit loss of load or generation supply, or (d) poses a threat to public safety.

“Event of Default” has the meaning set forth in Section 6.01.

“Existing Eligible CHP Facility” means an Eligible CHP Facility that first commenced Operation on or after January 1, 2008 but before the Effective Date.

“Expected Term Year Energy Production” means the Metered Energy quantity expected to be produced by the Generating Facility during each Term Year, as set forth in Section 1.05.

“FERC” means the Federal Energy Regulatory Commission.

“Forced Outage” has the meaning set forth in the CAISO Tariff.

“Force Majeure” means any event or circumstance (that is not anticipated as of the Effective Date) to the extent beyond the control of, and not the result of the negligence of, or caused by, the Party seeking to have its performance obligation excused thereby, which by the exercise of due diligence such Party could not reasonably have been expected to avoid and which by exercise of due diligence it has been unable to overcome. Force Majeure does not include: (a) a failure of performance of any other Person, including any Person providing electric transmission service or fuel transportation to the Generating Facility, except to the extent that such failure was caused by an event that would otherwise qualify as a Force Majeure; (b) failure to timely apply for or obtain Permits or other credits required to Operate the Generating Facility (*provided, however*, that failure or delay in the granting of permits, to the extent such failure or delay is not caused by action or inaction of Seller, qualifies as a Force Majeure for purposes of this Agreement); (c) breakage or malfunction of equipment (except to the extent that such failure was caused by an event that would otherwise qualify as a Force Majeure); or (d) a lack of fuel of an inherently intermittent nature such as wind, water, solar radiation or waste gas or waste derived fuel.

“Forecast” means the monthly forecast of the total electric energy production of the Generating Facility (in MWh) when the Generating Facility is not PIRP-eligible, net of the Site Host Load and Station Use, or (b) the available total generation capacity of the Generating Facility (in MW) when the Generating Facility is PIRP-eligible, net of the Site Host Load and Station Use.

“Free Allowance” means any GHG Emissions Allowance freely allocated to Seller or the Generating Facility by CARB or an authorized Governmental Authority (or any entity authorized by such Governmental Authority).

“Generating Facility” means the Generating Unit(s) comprising Seller's power plant (as more particularly described in Section 1.02 and Exhibit G), including all other materials, equipment, systems, structures, features and improvements necessary to produce electric energy and thermal energy, excluding the Site, land rights and interests in land.

“Generating Unit” means one or more generating equipment combinations typically consisting of prime mover(s), electric generator(s), electric transformer(s), steam generator(s) and air emission control devices.

“Generation Operations Center” means the location of Buyer's real-time operations personnel.

“GHG” is an abbreviation for “greenhouse gas” which means emissions released into the atmosphere of carbon dioxide (CO<sub>2</sub>), nitrous oxide (N<sub>2</sub>O) and methane (CH<sub>4</sub>), which are produced as the result of combustion or transport of fossil fuels. Other greenhouse gases may include hydrofluorocarbons (HFCs), perfluorocarbons (PFCs) and sulfur hexafluoride (SF<sub>6</sub>), which are generated in a variety of industrial processes. Greenhouse

gases may be defined or expressed in terms of a metric ton of CO<sub>2</sub>-equivalent, in order to allow comparison between the different effects of gases on the environment; *provided, however*, that the definition of the term “Greenhouse Gas”, as set forth in the immediately preceding sentence, shall be deemed revised to include any update or other change to such term by the CARB or any other Governmental Authority

“GHG Emissions Allowance” means a limited tradable authorization (whether in the form of a credit, allowance, or other similar right), allocated to, issued to or purchased by, Seller, the Site Host or an Affiliate of Seller, which respect to the Generating Facility, to emit one metric ton of GHG, in accordance with a cap-and-trade program in California for the regulation of GHG, as established by CARB (and/or by a different Governmental Authority pursuant to federal or state legislation), and as applied to the GHG emitted by the Generating Facility.

“GHG Emissions Cap” means the product of (a) the rate for tonnes of CO<sub>2</sub> per MMBtu of natural gas, 0.0531 tonnes/MMBtu, times (b) the Average Higher Heating Value MPR Heat Rate in MMBtu/MWh.

“Governmental Authority” means (a) any federal, state, local, municipal or other government, (b) any governmental, regulatory or administrative agency, commission, or other authority lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power, or (c) any court or governmental tribunal.

“Green Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Project, and its avoided emission of pollutants. Green Attributes include but are not limited to Renewable Energy Credits, as well as:

- (1) Any avoided emission of pollutants to the air, soil or water such as sulfur oxides (SO<sub>x</sub>), nitrogen oxides (NO<sub>x</sub>), carbon monoxide (CO) and other pollutants;
- (2) Any avoided emissions of carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere;
- (3) The reporting rights to these avoided emissions, such as Green Tag Reporting Rights.

Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser’s discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of energy.

Green Attributes do not include:

- (i) Any energy, capacity, reliability or other power attributes from the Project,
- (ii) Production tax credits associated with the construction or operation of the Project and other financial incentives in the form of credits, reductions, or allowances associated with the Project that are applicable to a state or federal income taxation obligation,

- (iii) Fuel-related subsidies or “tipping fees” that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, or
- (iv) Emission reduction credits encumbered or used by the Project for compliance with local, state, or federal operating and/or air quality permits.

If the Project is a biomass or biogas facility and Seller receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributed to its fuel usage, it shall provide Buyer with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from the Project.

“High-Value Area” means a “Local Resource Adequacy” area based on the most recent CAISO Local Capacity Requirement Study adopted by the CPUC, as defined in Exhibit B, Section 6.

“Holidays” means “NERC Holidays” as defined in Exhibit B, Section 5. “Time of Delivery Periods and Allocation Factors.”

“Host Site” means the site at which the Site Host Load is consumed, including real property, facilities and equipment owned or operated by the Site Host or its Affiliates located at such site.

“Hour-Ahead Scheduling Deadline” means 30 minutes before the deadline established by the CAISO for the submission of schedules for the applicable hour.

“IFM” (i.e., the Integrated Forward Market) has the meaning set forth in the CAISO Tariff.

“Interest Rate” means an annual rate equal to the rate published in The Wall Street Journal as the “Prime Rate” (or, if more than one rate is published, the arithmetic mean of such rates) as of the date payment is due plus two percentage points; *provided, however*, that in no event shall the Interest Rate exceed the maximum interest rate permitted by Applicable Laws.

“Lender” means any financial institutions or successors in interest or assignees that provides development, bridge, construction, permanent debt or tax equity financing or refinancing for the Generating Facility to Seller.

“Location Bonus” is described in Section 6 of Exhibit B.

“Metered Amounts” means the quantity of electric energy, expressed in kWh, as recorded by (i) the CAISO-Approved Meter(s), which quantity may include compensation factors introduced by the CAISO into the CAISO-Approved Meter(s), or (ii) Check Meter(s), as applicable.

“Metered Energy” means the total electric energy expressed in kWh, in excess of Station Use and Site Host Load and measured by the CAISO-Approved Meter or Check Meter, after adjusting for any compensation factors introduced by the CAISO into the CAISO Approved Meter or Check Meters, as applicable, at the Generating Facility for the specified Metering Interval.

“Metering Interval” means the smallest measurement time period over which data are recorded by the CAISO-Approved Meters or Check Meters, as applicable.

“Monthly Contract Payment” has the meaning set forth in Section 4.01(a).

“NERC” means the North American Electric Reliability Corporation.

“New Eligible CHP Facility” means an Eligible CHP Facility that commences Operation after the Effective Date.

“Non-Availability Charges” has the meaning set forth in the CAISO Tariff.

“Non-Defaulting Party” has the meaning set forth in Section 6.03.

“Non-Peak Hours” means the hours specified in the definitions of “Shoulder” and “Night” TOD Periods in Exhibit B, “5. Time of Delivery Periods and Allocations Factors” or Exhibit B(1), “4. Time of Delivery Periods” as determined pursuant to Section 1.07.

“Notice” means notices, requests, statements or payments provided in accordance with Section 7.07 and Exhibit F.

“OMAR” means the Operational Metering Analysis and Reporting System operated and maintained by the CAISO as the repository of settlement-quality meter data or its successor.

“Operate”, “Operating” and “Operation” mean to provide all the operation, engineering, purchasing, repair, supervision, training, inspection, testing, protection, use management, improvement, replacement, refurbishment, retirement, and maintenance activities associated with operating the Generating Facility in order to produce the Power Product in accordance with Prudent Electrical Practices.

“Outage and Maintenance Schedule” has the meaning set forth in Section 2 of Exhibit D.

“Outage and Maintenance Schedule Submittal Requirements” describes the obligations of Seller to submit maintenance and planned outage schedules (as defined in the CAISO Tariff under WECC rules) to Buyer in accordance with Exhibit D.

“Parallel Operation” means the Generating Facility’s electrical apparatus is connected to the Transmission Provider’s system and the circuit breaker at the point of common coupling is closed. The Generating Facility may be producing electric energy or consuming electric energy at such time.

“Party” or “Parties” has the meaning set forth in the Preamble.

“Peak Months” means June, July, August and September.

“Permits” means all applications, approvals, authorizations, consents, filings, licenses, orders, permits or similar requirements imposed by any Governmental Authority, or the CAISO, in order to develop, construct, Operate, maintain, improve, refurbish or retire the Generating Facility or to Forecast or deliver the electric energy produced by the Generating Facility to Buyer.

“Person” or “Persons” means an individual, partnership, corporation, business trust, limited liability company, limited liability partnership, joint stock company, trust, unincorporated association, joint venture or other entity or a Governmental Authority.

“Physical Trade” has the meaning set forth in the CAISO Tariff.

“PIRP” (i.e., Participating Intermittent Resource Program) means the CAISO’s intermittent resource program initially established pursuant to Amendment No. 42 of the CAISO Tariff in Docket No. ER02-922-000, or any successor program that Buyer determines accomplishes a similar purpose.

“Power Product” means (a) the As-Available Contract Capacity and (b) all electric energy produced by the Generating Facility, net of all Station Use and any and all of the Site Host Load.

“Power Rating” means the electrical power output value indicated on the generating equipment nameplate.

“Product” means the Power Product, Green Attributes, Capacity Attributes and Resource Adequacy Benefits.

“Project” means the Generating Facility.

“Prudent Electrical Practices” means those practices, methods and acts that would be implemented and followed by prudent operators of electric generating facilities in the Western United States, similar to the Generating Facility, during the relevant time period, which practices, methods and acts, in the exercise of prudent and responsible professional judgment in the light of the facts known at the time a decision was made, could reasonably have been expected to accomplish the desired result consistent with good business practices, reliability and safety. Prudent Electrical Practices includes, at a minimum, those professionally responsible practices, methods and acts described in the preceding sentence that comply with the manufacturer’s warranties, restrictions in this Agreement, and the requirement of Governmental Authorities, WECC standards, the CAISO and Applicable Laws. Prudent Electrical Practices shall include taking reasonable steps to ensure that: (a) equipment, materials, resources and supplies, including spare parts inventories, are available to meet the Generating Facility’s needs; (b) sufficient operating personnel are available at all times and are adequately experienced, trained and licensed as necessary to Operate the Generating Facility properly and efficiently, and are capable of responding to reasonably foreseeable emergency conditions at the Generating Facility and Emergencies whether caused by events on or off the Site; (c) preventative, routine, and non-routine maintenance and repairs are performed on a basis that ensures reliable, long term and safe operation of the Generating Facility, and are performed by knowledgeable, trained and experienced personnel utilizing proper equipment and tools; (d) appropriate monitoring and testing are performed to ensure equipment is functioning as designed; (e) equipment is not operated in a reckless manner, in violation of manufacturer’s guidelines or in a manner unsafe to workers, the general public or the Transmission Provider’s electric system, or contrary to environmental laws, permits or regulations or without regard to defined limitations, such as flood conditions, safety inspection requirements, operating voltage, current, volt ampere reactive (VAR) loading, frequency, rotational speed, polarity, synchronization, and control system limits; and (f) equipment and components designed and manufactured to meet or exceed the standard of durability that is generally used for electric energy generation operations in the Western United States and will function properly over the full range of ambient temperature and weather conditions reasonably expected to occur at the Site and under both normal and emergency conditions.

“PPT” means Pacific Daylight time when California observes Daylight Savings Time and Pacific Standard Time otherwise.

“PURPA” means the Public Utility Regulatory Policies Act of 1978, Public Law, 95-617, codified at 16 United States Code (“USC”) §824a-3, as amended from time to time.

“Qualifying Facility” means an electric energy generating facility that complies with the qualifying facility definition established by PURPA and any FERC decisions, orders, and rules implementing PURPA, as amended from time to time, including 18 Code of Federal Regulations (“CFR”) Part 292.201, et seq., unless the Qualifying Facility is a public agency exempt from FERC jurisdiction under 16 USC §824(f).

“Real-Time Forced Outage” means a Forced Outage which occurs only after 5:00 p.m. PPT on the day before the Trading Day.

“Renewable Energy Credit” has the meaning set forth in Public Utilities Code Section 399.12(e)(2), as may be amended from time to time or as further defined or supplemented by Applicable Law.

“Resource Adequacy” means the procurement obligation of load serving entities, including Buyer, as such obligations are described in Resource Adequacy Rulings, as those obligations may be altered from time to time in the CPUC Resource Adequacy Rulemakings (R.) 04-04-003 and (R.) 05-12-013 or by any successor proceeding, and all other Resource Adequacy obligations established by any other entity, including the CAISO.

“Resource Adequacy Benefits” means the rights and privileges attached to the generating capacity of the Generating Facility that, in accordance with Public Utilities Code Section 2841(f), count toward satisfying Buyer’s Resource Adequacy obligations.

“Resource Adequacy Rulings” means CPUC Decisions 04-01-050, 04-10-035, 05-10-042, 06-06-024, 06-07-031 and any subsequent CPUC ruling or decision, or any other Resource Adequacy laws, rules or regulations enacted, adopted or promulgated by any applicable Governmental Authority, as such CPUC decisions, rulings, laws, rules or regulations may be Amended or modified from time to time during the Term.

“Schedule” means the action of the Scheduling Coordinator, or its designated representatives, of preparing a schedule based on Seller’s forecast and notifying, requesting, and confirming the CAISO-Approved Quantity with the CAISO, the electric energy delivered from the Generating Facility.

“Scheduled Amount” means the Day-Ahead Schedule comprised of the quantity (in MWh) of electric energy expected to be produced by the Generating Facility that is scheduled from Seller or Seller’s Scheduling Coordinator to Buyer in a Physical Trade in the IFM.

“Scheduling Coordinator” means an entity certified by the CAISO for the purposes of undertaking the functions specified by CAISO Tariff Section 2.2.6, as amended by FERC from time-to-time.

“SC Set-Up Fee” has the meaning set forth in Section 1.08.

“Seller” has the meaning set forth in the Preamble.

“Settlement Agreement” means that particular agreement dated October 8, 2010 which resolved certain issues pending in Rulemakings 99-11-022, 04-04-003 and 04-04-025 and was approved by CPUC decision D.10-12-035.

“Settlement Effective Date” means November 23, 2011, the date on which the Settlement Agreement became effective.

“Simple Interest Payment” means a dollar amount calculated by multiplying the: (a) dollar amount on which the Simple Interest Payment is based; by (b) the Interest Rate; by (c) the result of dividing the number of days in the calculation period by 360.

“Site” means the real property on which the Generating Facility is located, as further described in Section 1.02 and Exhibit G.

“Site Control” means that Seller (a) owns the Site, (b) is the lessee of the Site under a lease, the term of which begins on or before the Term Start Date and extends at least through the Term End Date, (c) is the holder of a right-of-way grant or similar instrument with respect to the Site, or (d) is managing partner or other Person authorized to act in all matters relating to the control and Operation of the Site and Generating Facility.

“Site Host” means any Person purchasing or otherwise using the Site Host Load or thermal energy output from the Generating Facility.

“Site Host Load” means the electric energy and capacity produced by or associated with the Generating Facility that serves electrical loads (that are not Station Use) of Seller or one or more third parties pursuant to California Public Utilities Code Section 218(b).

“SRAC” means the full short run avoided operating costs that are the basis of Buyer’s published electric energy prices, as well as the methodology describing, among other things, payment for GHG compliance costs and GHG charges, and certain reporting requirements with respect thereto, as approved by the CPUC in the Settlement Agreement, and as may be revised by the CPUC from time to time. Section 10 of the Settlement Agreement sets forth SRAC as in effect on the Settlement Effective Date.

“Station Use” means the electric energy produced by the Generating Facility that is used within the Generating Facility to power the lights, motors, control systems and other electrical loads that are necessary for Operation, including transformation losses to power such equipment and other necessary loads.

“Telemetry System” means a system of electronic components that interconnects the CAISO and the Generating Facility, all in accordance with the CAISO Tariff.

“Term” has the meaning set forth in Section 1.01.

“Term End Date” has the meaning set forth in Section 1.01.

“Term Start Date” has the meaning set forth in Section 1.01.

“Term Year” means a 12-month period beginning on the first day of the Term and each successive 12-month period thereafter.

“TOD Period” means the time of delivery period used to calculate the Monthly Contract Payment set forth in Exhibit B or Exhibit B(1), as determined by Section 1.07.

“Trading Day” means the day in which Day-Ahead (as defined in the CAISO Tariff) trading occurs in accordance with the WECC Preschedule Calendar (as found on the WECC’s website).

“Transmission Provider” means any Person responsible for the interconnection of the Generating Facility with the interconnecting utility’s electrical system or the CAISO Controlled Grid or transmitting the Metered Energy on behalf of Buyer from the Delivery Point to the CAISO-Controlled Grid.

“WECC” means the Western Electricity Coordinating Council.

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\*\*\* End of Exhibit A \*\*\*

## **EXHIBIT B**

This Exhibit B establishes the avoided cost price adopted and implemented by the CPUC in CPUC Decision 09-12-042 (as modified by CPUC Decisions 10-04-055, 10-12-055, and 11-04-033).

### **1. Monthly Contract Payment**

Each Monthly Contract Payment is calculated on a calendar month basis in dollars as follows:

TOD Period payment 1st TOD Period +  
TOD Period payment 2nd TOD Period +  
TOD Period payment 3rd TOD Period +  
Location Bonus

All TOD Period Payments shall be calculated as set forth in Section 2 of this Exhibit B.

The “1st TOD Period,” “2nd TOD Period,” and “3rd TOD Period” subscripts refer to the three TOD Periods that apply for the applicable calculation month, as set forth in Section 5 of this Exhibit B.

The Location Bonus, if applicable, shall be calculated as set forth in Section 6 of this Exhibit B.

### **2. TOD Period Payment Calculation**

Each monthly TOD Period Payment is calculated in dollars, using the terms defined below, as follows:

(Fixed price component + Variable price component) \* (TOD Factor) \*  
metered kWh exported during the TOD Period during the month

The Metered Energy per hour used for payments shall be limited to 500 kW times 1 hour. Additionally, once the Metered Energy delivered during any Term Year equals the As-Available Contract Capacity at 100% capacity factor applied over 8,760 hours, no further payments will be calculated or paid for the remaining TOD Periods within any remaining months of the current Term Year.

### **3. Fixed Price Component**

The Fixed Price Component for all TOD Periods shall be the amount in the following table for the year of the Term Start Date. The fixed price component does not escalate during the term of the Agreement.

<b>Year</b>	<b>\$/kwh</b>
<b>2012</b>	0.02000
<b>2013</b>	0.02033
<b>2014</b>	0.02068
<b>2015</b>	0.02104
<b>2016</b>	0.02140
<b>2017</b>	0.02142
<b>2018</b>	0.02145

Year	\$/kwh
2019	0.02147
2020	0.02149
2021	0.02151
2022	0.02153
2023	0.02155

**4. Variable Price Component Calculation**

The Variable Price Component is calculated in dollars as follows:

$$[(\text{Monthly bidweek gas price} + \text{Intrastate gas transportation rate})/1,000,000 * \text{Heat Rate}] + \text{Variable O\&M}$$

- (a) Monthly bidweek gas price shall be calculated as the average of monthly bidweek gas price indices at PG&E Citygate as reported in Gas Daily, Natural Gas Intelligence, and Natural Gas Weekly
- (b) Intrastate gas transportation rate shall be the tariffed intrastate gas transportation rate for large electric generators as published in the PG&E Gas Tariffs G-EG and G-SUR.
- (c) Heat Rate, pursuant to the AB 1613 Decisions, shall be equal to:

6,924 Btu/kWh

- (d) Variable O&M shall be the amount in the following table for the year in which the payment is being calculated. For years after 2023, Variable O&M shall be the 2023 payment multiplied by 1.02, compounded for each year beyond 2023.

Variable O&M	
Year	\$/kwh
2012	0.00311
2013	0.00316
2014	0.00322
2015	0.00329
2016	0.00335
2017	0.00342
2018	0.00349
2019	0.00356
2020	0.00364
2021	0.00371
2022	0.00377
2023	0.00384

**5. Time of Delivery Periods and Allocation Factors.**

TOD Periods. The time of delivery periods (“TOD Periods”) specified below shall be referenced by the following designations:

Monthly Period	TOD PERIOD		
	1. Super-Peak	2. Shoulder	3. Night
A. June – September	A1	A2	A3
B. Oct. – Dec., Jan. & Feb.	B1	B2	B3
C. Mar. – May	C1	C2	C3

Monthly Period Definitions. The Monthly Periods are defined as follows:

- A. June – September;
- B. October, November, December, January and February; and
- C. March - May.

TOD Period Definitions. The TOD Periods are defined as follows:

1. **Super-Peak** (5x8) = hours ending 13 – 20 (Pacific Prevailing Time (PPT)) Monday – Friday (*except* NERC Holidays) in the applicable Monthly Period.
2. **Shoulder** = hours ending 7 – 12, 21 and 22 PPT Monday – Friday (*except* NERC Holidays); and hours ending 7 – 22 PPT Saturday, Sunday and all NERC Holidays in the applicable Monthly Period.
3. **Night** (7x8) = hours ending 1 - 6, 23 and 24 PPT all days (including NERC Holidays) in the applicable Monthly Period.

“NERC Holidays” mean the following holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Three of these days, Memorial Day, Labor Day, and Thanksgiving Day, occur on the same day each year. Memorial Day is the last Monday in May; Labor Day is the first Monday in September; and Thanksgiving Day is the fourth (4<sup>th</sup>) Thursday in November. New Year’s Day, Independence Day, and Christmas Day occur on the same date each year, but in the event any of these holidays occur on a Sunday, the “NERC Holiday” is celebrated on the Monday immediately following that Sunday; and if any of these holidays occur on a Saturday, the “NERC Holiday” remains on that Saturday. Notwithstanding anything to the contrary in this paragraph, NERC Holidays shall be calculated as “Shoulder” hours for all non-“Night” hours and any remaining hours shall be calculated as “Night” hours.

TOD Factors. In accordance with all other terms of this Exhibit B, the following Time of Delivery Factors (“TOD Factors”) shall be used in the TOD Period Payment Calculation for each of the specified TOD Periods in which Energy is delivered:

<b>TOD FACTORS FOR EACH TOD PERIOD</b>			
<b>Period</b>	<b>1. Super-Peak</b>	<b>2. Shoulder</b>	<b>3. Night</b>
A. June – September	2.38	1.12	0.59
B. Oct. – Dec.; Jan. & Feb.	1.10	0.94	0.66
C. Mar. – May	1.22	0.90	0.61

**6. Location Bonus.**

If the Generating Facility is located in a “High-Value Area” as set forth below, each Monthly Contract Payment for the entire Term shall receive a Location Bonus calculated as follows:

$$\text{Location Bonus} = \text{Sum of monthly TOD Periodn Payments} * 0.10$$

The Generating Facility shall be deemed to be located in a High-Value Area if it is interconnected to Buyer’s electric system at a location which, in the year of the Effective Date, is identified pursuant to CPUC D. 09-12-042 (as modified by other AB 1613 Decisions) as a “Local Resource Adequacy” area based on the most recent CAISO Local Capacity Requirement Study adopted by the CPUC.

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\*\*\* End of Exhibit B\*\*\*

**EXHIBIT B (1)**  
***Monthly Contract Payment Calculation***

**1. Monthly Contract Payment**

Each Monthly Contract Payment is calculated on a calendar month basis in dollars as follows:

TOD Period Energy Payment<sub>1st TOD Period</sub> +  
 TOD Period Energy Payment<sub>2nd TOD Period</sub> +  
 TOD Period Energy Payment<sub>3rd TOD Period</sub> +  
 TOD Period Energy Payment<sub>4th TOD Period</sub> +  
 TOD Period Capacity Payment<sub>1st TOD Period</sub> +  
 TOD Period Capacity Payment<sub>2nd TOD Period</sub> +  
 TOD Period Capacity Payment<sub>3rd TOD Period</sub> +  
 TOD Period Capacity Payment<sub>4th TOD Period</sub>

All TOD Period Energy Payments shall be calculated as set forth in Section 2 of this Exhibit B (1).

All TOD Period Capacity Payments shall be calculated as set forth in Section 3 of this Exhibit B (1).

The “1<sup>st</sup> TOD Period,” “2<sup>nd</sup> TOD Period,” “3<sup>rd</sup> TOD Period” and “4<sup>th</sup> TOD Period” subscripts refer to the four TOD Periods that apply for the calculation month, as set forth in Section 4 of this Exhibit B (1).

**2. TOD Period Energy Payment Calculation.**

(a) Each monthly TOD Period Energy Payment is calculated as follows:

$$\text{TOD PERIOD ENERGY PAYMENT, in dollars} = \sum_{\text{FirstHour}}^{\text{LastHour}} [(\text{EP}-\text{LA}) \times \text{APE} + \text{LA} \times \text{MA}]$$

Where:

EP = TOD Period Energy Price, stated in Section 2(b) of this Exhibit B (1), in dollars per kWh.

APE = The sum of the Allowed Payment Energy from the Generating Facility for each hour of the TOD Period, in kWh, as determined in accordance with Section 2(c) of this Exhibit B (1).

LA = Hourly Location Adjustment price, as set forth in SRAC.

MA = Metered Amounts for each hour of the applicable TOD Period, in kWh. Metered Amounts for any hour is equal to the sum of Metered Amounts for all Metering Intervals in that hour.

First Hour = First hour of the applicable TOD Period.

Last Hour = Last hour of the applicable TOD Period.

Once 120% of the Expected Term Year Net Energy Production is achieved, no additional hourly energy payments will be calculated for the remaining TOD Periods within any remaining months of the current Term Year.

- (b) Factor “EP” in Section 2(a) of this Exhibit B (1). The TOD Period Energy Price, in dollars per kWh, for any TOD Period shall be calculated pursuant to and as determined by the methodology set forth in SRAC.
- (c) Factor “APE” in Section 2(a) of this Exhibit B (1). The Allowed Payment Energy for each hour of each TOD Period of any month is calculated as follows:

APE = The sum of the Metered Energy when Buyer is Scheduling Coordinator or Scheduled Amounts when Buyer is not Scheduling Coordinator from the Generating Facility for each hour of the TOD Period, in kWh.

**3. TOD Period Capacity Payment Calculation.**

- (a) Each monthly TOD Period Capacity Payment is calculated on a calendar month basis as follows:

$$\text{TOD PERIOD CAPACITY PAYMENT in dollars} = \text{ACP} \times \text{CAF}$$

Where:

ACP = As-Available Capacity Payment for the TOD Period, as determined in accordance with Section 3(b) of this Exhibit B (1), in dollars per year.

CAF = The CPUC approved Capacity Payment Allocation Factor for the TOD Period in the year, based upon the formula adopted by the CPUC in D.01-03-067 and D.97-03-017. For purposes of this Agreement, the CPUC approved Capacity Payment Allocation Factors are as provided in the table below, allocated to each month of the season based on the proportion of the month’s hours in the TOD Period to the season’s hours in TOD Period, and may be updated per subsequent CPUC decision:

<b>Capacity Payment Allocation Factors</b>		
<i>Season</i>	<i>TOD Period</i>	<i>Factor</i>
Summer	Peak	0.7619
	Partial Peak	.0238
	Off Peak	.0002
	Super Off Peak	0.00000
Winter	Peak	N/A
	Partial Peak	0.2125
	Off Peak	0.0015
	Super Off Peak	0.00000

- (b) Factor “ACP” in Section 3(a) of this Exhibit B (1). The As-Available Capacity Payment shall be calculated pursuant to the following formula:

AS-AVAILABLE CAPACITY PAYMENT, in dollars

$$= AAC \times AACP$$

Where:

AAC = As-~~A~~Available ~~C~~apacity for the TOD Period, as determined in accordance with Section 3(c) of this Exhibit B (1), in kWh per hour.

AACP= The As-~~A~~available ~~C~~apacity ~~P~~rice adopted by the CPUC in the Decision for the applicable year as set forth in the following table:

<b>As-<del>A</del>available <del>C</del>apacity <del>P</del>rice</b>	
<i>Year</i>	<i>Price \$/kW-yr</i>
2010	39.39
2011	41.22
2012	43.09
2013	45.00
2014	46.97
2015	48.98
2016	51.05
2017	53.16
2018	55.33
2019	57.56
2020	59.83
2021	62.17
2022	64.57
2023	67.02
2024	69.53
2025	72.11
2026	74.76
2027	77.46
2028	80.24

- (c) Factor “AAC” in Section 3(b) of this Exhibit B (1). The As-~~A~~available Capacity for each TOD Period of each month is calculated as follows:

$$\text{AS-AVAILABLE CAPACITY, in kWh per hour} = \text{MAC}$$

Where:

MAC = The Maximum ~~A~~llowed ~~C~~apacity for the TOD Period as determined in Section 3(d) in this Exhibit B (1), in kWh per hour.

- (d) Factor “MAC” in Section 3(c) of this Exhibit B (1). The Maximum Allowed Capacity for each monthly TOD Period is calculated as follows:

$$\text{MAXIMUM ALLOWED CAPACITY, in kWh per hour} = \text{LE} / \text{PH}$$

Where:

LE = The sum of the Limited TOD Energy from the Generating Facility for all hours of the TOD Period, as determined in Section 3(e) of this Exhibit B (1), in kWh.

PH = The total number of hours in the TOD Period (period hours).

- (e) Factor “LE” in Section 3(d) of this Exhibit B (1). The Limited TOD Energy for each TOD Period of any month is calculated as follows:

$$\text{LIMITED TOD ENERGY, in kWh} = \sum_{\text{FirstHour}}^{\text{LastHour}} (E)_{\text{Hour}}$$

Where:

E = The lesser of: (i) Metered Energy for the applicable hour, in kWh; and (ii) Allowed Hourly Energy, as determined in Section 3(f) of this Exhibit B (1), in kWh.

First Hour = First hour of the applicable TOD Period.

Last Hour = Last hour of the applicable TOD Period.

Metered Energy for any hour is equal to the sum of Metered Energy for all Metering Intervals in that hour.

- (f) Factor “E” in Section 3(e) of this Exhibit B (1). The Allowed Hourly Energy is calculated as follows:

$$\text{ALLOWED HOURLY ENERGY in kWh} = 1 \text{ hour} \times \text{CC}$$

Where:

CC = The As-Available Contract Capacity, as set forth in Section 1.03, in kW.

**4. Time of Delivery Periods.**

SEASON AND TIME PERIOD			
	Period A – Summer	Period B - Winter	
Time Period	May 1 - October 31	November 1 - April 30	Applicable Days
Peak	Noon - 6:00 p.m.	NA	Weekdays except Holidays
Partial-Peak	8:30 a.m. – Noon	8:30 a.m. - 9:30 p.m.	Weekdays except Holidays
	6:00 p.m. - 9:30 p.m.		Weekdays except Holidays
Off-Peak	9:30 p.m. - 1:00 a.m.	9:30 p.m. - 1:00 a.m.	Weekdays except Holidays
	5:00 a.m. - 8:30 a.m.	5:00 a.m. - 8:30 a.m.	Weekdays except Holidays
	5:00 a.m. - 1:00 a.m.	5:00 a.m. - 1:00 a.m.	Weekends & Holidays
Super Off-Peak	1:00 a.m. - 5:00 a.m.	1:00 a.m. - 5:00 a.m.	All Days

\*\*\* End of Exhibit B(1) \*\*\*

## **EXHIBIT C**

### ***Seller's Forecasting Submittal and Accuracy Requirements***

1. **General Requirements.** The Parties shall abide by the Forecasting requirements and procedures described below and shall agree upon reasonable changes to these requirements and procedures from time to time as necessary to:
  - (a) Comply with the CAISO Tariff, as applicable, if Seller is interconnected pursuant to a FERC-jurisdictional interconnection tariff;
  - (b) Accommodate changes to their respective generation technology and organizational structure; and
  - (c) Address changes in the operating and scheduling procedures of Seller, Buyer, and if Seller is interconnected pursuant to a FERC-jurisdictional interconnection tariff, CAISO, including automated Forecast and outage submissions.
  
2. **Forecast of Monthly Energy Deliveries.**
  - (a) Using the following table, Seller shall provide Buyer a forecast of monthly Metered Energy and explain the basis of Seller's Forecast, no later than Seller's execution of this Agreement.

<b>Monthly Metered Energy Delivery Forecast</b>	
<b>Month</b>	<b>Average Metered Energy (kWh)</b>
January	
February	
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	

- (b) If Buyer finds that Seller's actual annual metered output differs by at least twenty percent (20%) from Seller's annual generation forecast, then Buyer may request, on an annual basis, that Seller provide an updated generation forecast schedule.

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\*\*\* End of Exhibit C \*\*\*

**EXHIBIT D**

***Outage and Maintenance Schedule Submittal Requirements***

1. **General Requirements.** The Parties shall abide by the Outage and Maintenance Schedule Submittal Requirements described below and shall agree upon reasonable changes to these requirements and procedures from time to time, as necessary to (a) comply with the CAISO Tariff if Seller is interconnected pursuant to a FERC-jurisdictional interconnection tariff, (b) accommodate changes to their respective generation technology and organizational structure, and (c) address changes in the operating and scheduling procedures, including automated forecast and outage submissions, of Seller, Buyer and the CAISO, if Seller is interconnected pursuant to a FERC-jurisdictional interconnection tariff.
2. **Outage and Maintenance Scheduling.**
  - (a) Seller shall provide Buyer with its Outage and Maintenance Schedule, using the following table, and explain the basis for Seller’s schedule, no later than Seller’s execution of this Agreement.

<b>Monthly Outage and Maintenance Schedule</b>	
<b>Month</b>	<b>kWh Unavailable due to Outage or Maintenance</b>
January	
February	
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	

- (b) In the event of an unscheduled outage or curtailment exceeding twenty-five (25) percent of the Power Rating (other than curtailments due to lack of motive force), Seller shall immediately notify Buyer of the necessity of such unscheduled outage or curtailment, the time when such has occurred or will occur, and the anticipated duration. Seller shall take all reasonable measures and exercise its best efforts to avoid unscheduled outage or curtailment, to limit the duration of such, and to perform unscheduled maintenance during Non-Peak hours.
3. **Restriction on Planned Outages.** During the Peak Months, Seller may schedule and utilize no more than 12 hours of outages per Peak Month, and only during the non-peak hours of the Peak Months.

\*\*\* End of Exhibit D \*\*

**EXHIBIT E**  
***CAISO Charges***

Subject to Section 4.01(g), Buyer shall pay all applicable CAISO Charges and receive all applicable CAISO Revenues; *provided, however*, if, on or after the Term Start Date:

1. The CAISO implements or has implemented any sanction or penalty related to Scheduling, outage reporting or generator Operation, and any such sanctions or penalties are imposed on the Generating Facility or to Buyer as Scheduling Coordinator for the Generating Facility due solely to the actions or inactions of Seller in violation of this Agreement, then such sanctions or penalties will be Seller's responsibility;
2. Seller or any third party dispatches any portion of the As-Available Contract Capacity for the benefit of any party other than Buyer or a Site Host in respect of the Host Site, then Seller shall indemnify, defend, and hold Buyer harmless against any CAISO Charges; or,
3. There is a CAISO or Transmission Provider declared Emergency and Seller fails to meet Seller's obligations associated with any CAISO or Transmission Provider instruction or request (as may be communicated by Buyer as Scheduling Coordinator), as the case may be, to curtail output, or reschedule a planned outage set to occur during an Emergency, then, in each case, Seller shall indemnify, defend, and hold Buyer harmless against any CAISO Charges associated with the failure to respond to such Emergency.
5. Buyer as Seller's Scheduling Coordinator is subject to either Non-Availability Charges or Availability Incentive Payments, or both, during a month within the Resource Adequacy Compliance Year, as defined by CAISO Tariff, then any such Non-Availability Charges or Availability Incentive Payments shall be offset and the net value shall be entered into Seller's account for the applicable month pursuant to Section 3.20.

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\*\*\* End of Exhibit E \*\*\*

**EXHIBIT F**  
***Notice List***

[SELLER'S NAME]	[BUYER'S NAME]
All Notices are deemed provided in accordance with Section 7.07 if made to the address, facsimile numbers or e-mail addresses provided below:	All Notices are deemed provided in accordance with Section 7.07 if made to the address, facsimile numbers or e-mail addresses provided below:
Contract Sponsor: Attn: Street: City: Phone: Facsimile: E-mail:	
Reference Numbers: Duns: Federal Tax ID Number:	
Contract Administration: Attn: Phone: Facsimile: E-mail:	
Forecasting: Attn: Control Room Phone: Facsimile: E-mail:	
Day-Ahead Forecasting: Phone: Facsimile: E-mail:	
Real-Time Forecasting: Phone: Facsimile: E-mail:	
Payment Statements: Attn: Phone: Facsimile: E-mail:	
CAISO Charges and CAISO Sanctions: Attn: Phone: Facsimile: E-mail:	

Payments: Attn: Phone: Facsimile: E-mail:	
Wire Transfer: BNK: ABA: ACCT:	
Credit and Collections: Attn: Phone: Facsimile: E-mail:	
With additional Notices of an Event of Default or Potential Event of Default to: Attn: Phone: Facsimile: E-mail:	
Lender: Attn: Phone: Facsimile: E-mail:	

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\*\*\* End of Exhibit F \*\*\*

**EXHIBIT G**  
***Generating Facility and Site Description***

1. Generating Facility Description.

*{ Buyer Comment: Provide description of the Generating Facility equipment, systems, control systems and features, including a site plan drawing and a one-line diagram, and the generator nameplate(s). }*

2. Site Description.

*{ Buyer Comment: Provide a legal description of the Site, including the Site map. }*

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\*\*\* End of Exhibit G \*\*\*

(End of Simplified Contract for Less than 500 kW Eligible CHP Facility)



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Advice Letter No: 4141-E  
 Decision No. 11-05-018

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

Date Filed November 15, 2012  
 Effective November 15, 2012  
 Resolution No. \_\_\_\_\_



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Advice Letter No: 4141-E  
 Decision No. 11-05-018

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

Date Filed November 15, 2012  
 Effective November 15, 2012  
 Resolution No. \_\_\_\_\_



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**SAMPLE FORMS**

Sheet 29

<b>FORM</b>	<b>TITLE OF SHEET</b>	<b>CAL P.U.C. SHEET NO.</b>
	<b>Sample Forms</b>	
	<b>Miscellaneous</b>	
62-0562	Gas and Electric Facilities Transfer Agreement .....	14806-E
62-0579	Design / Construction Change Order Request .....	<b>32102-E</b> (T)
62-4501	Absolving Service Agreement .....	<b>32110-E</b> (T)
62-4527	Agreement to Perform Tariff Schedule Related Work .....	<b>32111*-E</b> (T)
62-4778	Cancellation of Contract .....	11047-E
79-847	Transmission Load Operating Agreement.....	<b>32116-E</b> (T)
79-861	Electric Data Interchange Trading Partner Agreement.....	14148-E
79-862	Interim Competition Transition Charge Agreement .....	14233-E
79-936	Deed of Conveyance.....	11566-E
79-937	Assignment Agreement.....	30668-E
79-954	Departing Load Competition Transition Charge Agreement.....	14974-E
79-955	Amendment to Pacific Gas and Electric Company's Departing Load Competition Transition Charge Agreement for Subsequently Obtained CTC Exemption .....	14975-E
79-957	Electric Distribution Service Line Lease Agreement.....	<b>32119-E</b> (T)
79-960	Meter Replacement Agreement.....	16194-E
79-961	Dual Socket Metering Agreement.....	16195-E

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**SAMPLE FORMS**

Sheet 30

FORM	TITLE OF SHEET	CAL P.U.C. SHEET NO.
<b>Sample Forms</b>		
<b>Miscellaneous (Cont'd)</b>		
79-966	Agreement for Schedule E-OBMC .....	29529-E
79-984	Interval Meter Installation Service Agreement .....	18693-E
79-985	Interval Meter Data Management Service Agreement.....	18708-E
79-993	Agreement for Schedule E-POBMC .....	27810-E
79-995	Agreement for Customers Taking Service on Schedule E-31 .....	20623-E
79-1006	Municipal Departing Load - Nonbypassable Charge Statement .....	<b>32124-E</b> (T)
79-1029	Community Choice Aggregator (CCA) Service Agreement .....	27499-E
79-1031	Community Choice Aggregator (CCA) Non-Disclosure Agreement.....	32064-E
79-1039	Agricultural, Commercial, Residential Rate Schedule Selection Customer Agreement.....	30095-E
79-1040	Non-Disclosure and Use of Information Agreement .....	23601-E
79-1050	Contract for Customer Provision of Physically Assured Load Reduction.....	24956-E
79-1075	Notice to Add or Delete Customers Participating in the Capacity Bidding Program.....	27875-E
79-1076	Agreement for Aggregators Participating in the Capacity Bidding Program .....	28277-E
79-1079	Agreement for Aggregators Participating in the Base Interruptible Load Program .....	28420-E
79-1080	Notice to Add or Delete Customers Participating in the Base Interruptible Program .....	28421-E
79-1102	Section 399.20 Power Purchase Agreement.....	<b>32140-E</b> (T)
79-1103	Small Renewable Generator Power Purchase Agreements .....	<b>32141-E</b> (T)
79-1118	General On-Bill Financing Loan Agreement.....	29493-E
79-1120	Standard Contract for Eligible CHP Facilities.....	30818-E
79-1121	Power Purchase and Sales Agreement - Contract For Eligible CHP Facilities with Net Output of Not Greater Than 5 MW.....	<b>32148-E</b> (T)
79-1126	Off-Bill and On-Bill Financing Loan Agreement for Self-Installed Projects.....	29686-E
79-1127	Agreement to Perform Tariff Schedule Related Work, Rule 20A General Conditions.....	29717-E
79-1128	Customer Affidavit Form for the Self Certification of Small Business Customers under Government Code Section 14837 .....	29725-E
79-1138	Power Purchase and Sale Agreement - Contract For Eligible CHP Facilities with Power Rating of Less Than 500 KW.....	<b>32150-E</b> (T)
79-1141	Agreement for Schedule A-15 Fixed Usage Estimate.....	31456-E

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Advice Letter No: 4141-E  
 Decision No. 11-05-018

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

Date Filed November 15, 2012  
 Effective November 15, 2012  
 Resolution No. \_\_\_\_\_



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Sheet 31

FORM	TITLE OF SHEET	CAL P.U.C. SHEET NO.
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79-1122	Agreement for Economic Development Incentive on Electric Service.....	<b>32149-E</b> (T)
	<b>Sample Forms Long-Term Service Agreements</b>	

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Sheet 32

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61-4019	Energy Statement - Summary Billing .....	14320-E
62-4112	Statement of Account .....	14100-E
<b>Sample Forms Credit Forms and Notices</b>		
62-0401	Notice Form .....	14377-E
62-4042	Surety Bond / Bill Guaranty.....	<b>32109-E</b> (T)
79-1041	Notice of Bill Guarantee Termination.....	<b>32133-E</b> (T)
79-1043	Irrevocable Standby Letter of Credit.....	<b>32134-E</b> (T)
<b>Sample Forms Collection Notices</b>		
62-3799	Third Party Notification .....	22728-E
62-4107	Unsatisfactory Check Notice.....	22734-E
79-800	Discontinuance of Service Notice –English.....	29626-E
79-858	ID Theft Affidavit .....	<b>32117-E</b> (T)
79-1025	Third Party Notification - Bill Insert.....	22729-E
79-1027	Third-Party Notification Letter of Unpaid Charges (15-Days Notice).....	<b>32131-E</b> (T)
79-1028	Third-Party Notification Letter of Unpaid Charges (48 Hours Notice).....	<b>32132-E</b> (T)
79-1119	Tenant Rights Letter.....	29481-E

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

1st Light Energy	Department of General Services	Norris & Wong Associates
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Ameresco	Douglass & Liddell	Occidental Energy Marketing, Inc.
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Brookfield Renewable Power	GenOn Energy, Inc.	SPURR
CA Bldg Industry Association	Goodin, MacBride, Squeri, Schlotz & Ritchie	San Francisco Public Utilities Commission
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California Cotton Ginners & Growers Assn	Hanna & Morton	Sempra Utilities
California Energy Commission	Hitachi	Sierra Pacific Power Company
California League of Food Processors	In House Energy	Silicon Valley Power
California Public Utilities Commission	International Power Technology	Silo Energy LLC
Calpine	Intestate Gas Services, Inc.	Southern California Edison Company
Casner, Steve	Lawrence Berkeley National Lab	Spark Energy, L.P.
Cenergy Power	Los Angeles County Office of Education	Sun Light & Power
Center for Biological Diversity	Los Angeles Dept of Water & Power	Sunrun Inc.
Chris, King	MAC Lighting Consulting	Sunshine Design
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City of Palo Alto Utilities	Manatt Phelps Phillips	Tecogen, Inc.
City of San Jose	Marin Energy Authority	Tiger Natural Gas, Inc.
City of Santa Rosa	McKenna Long & Aldridge LLP	TransCanada
Clean Energy Fuels	McKenzie & Associates	Turlock Irrigation District
Clean Power	Merced Irrigation District	United Cogen
Coast Economic Consulting	Modesto Irrigation District	Utility Cost Management
Commercial Energy	Morgan Stanley	Utility Specialists
Consumer Federation of California	Morrison & Foerster	Verizon
Crossborder Energy	Morrison & Foerster LLP	Wellhead Electric Company
Davis Wright Tremaine LLP	NLine Energy, Inc.	Western Manufactured Housing Communities Association (WMA)
Day Carter Murphy	NRG West	eMeter Corporation
Defense Energy Support Center	NaturEner	