
April 13, 2026

ADVICE 5790-E
(Southern California Edison Company U 338-E)

ADVICE 7868-E
(Pacific Gas and Electric Company U 39 E)

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA
ENERGY DIVISION

SUBJECT: Proposal to Establish a Tariffed Standard Offering Flexible
Service Connection Agreement Pursuant to Ordering
Paragraph 1 of Decision 26-02-025

PURPOSE

Pursuant to Decision (D.)26-02-025¹ (or the Decision), Ordering Paragraph (OP) 1, Southern California Edison Company (SCE) on behalf of itself and Pacific Gas and Electric Company (PG&E) propose a Tariffed Standard Offering Flexible Service Connection (FSC) Form Agreement - *Flexible Service Connection Agreement*, as further described below and sample attached as Attachment A.

BACKGROUND

D.26-02-025 found that “PG&E and SCE are the IOUs that have experienced capacity constraints preventing them from being able to serve customers in a timely fashion at their full load.”² The California Public Utilities Commission (Commission or CPUC) accordingly directed PG&E and SCE to jointly submit a Tier 2 Advice Letter within 60 days of the issuance of the Decision, implementing the- Standard Offer, modeled on Scenario 2 of PG&E’s Load Limit Letters (LLL), while SCE was to articulate any divergence from the Standard Offer

¹ Decision Establishing a Standard Offer for Flexible Service Connections.

² Decision, p. 14.

utilized by PG&E. SCE and PG&E have coordinated the drafting of the present advice letter to comply with OP 1 and D.26-02-025 more generally.

Under the FSC framework, eligible customers may receive service at specified Power Import Limits (PILs), supported by customer-installed and utility-approved control systems, while utilities maintain the ability to ensure safe and reliable grid operations. Use of FSCs is voluntary and contingent on technical feasibility, customer agreement, and compliance with operational requirements.

DISCUSSION

Overview of Standard Offer FSC Program

a. Purpose of FSCs

FSCs are intended to reduce energization delays in areas of the distribution system³ where traditional upgrades would otherwise be required before service can be provided. FSCs allow customers with the ability to control or manage demand to access limited electric capacity ahead of the required infrastructure build-out by agreeing to predefined Limited Load Profiles (LLPs) or operational constraints that align with existing grid capability. The purpose is to better utilize available distribution capacity, accelerate service to customers, while maintaining system safety and reliability. FSCs are designed as an interim solution that balances customer needs with grid constraints and supports the state's broader goals of faster energization timelines.

b. Ideal Candidate Characteristics

Listed below are the characteristics for the electrical grid and customer that would allow a project to be an *ideal* candidate for the Standard Offer (noting that it is possible an FSC could be offered where not all characteristics are present).

³ The CPUC has jurisdiction over the electric distribution system, and this includes SCE's "subtransmission" system, which generally refers to its 66 kV and 115 kV network. Thus, any references to subtransmission in this advice letter refer to non-CAISO controlled, CPUC-jurisdictional facilities. Further, SCE's system is unique as compared with PG&E, because in general, SCE's distribution system is operated radially and does not parallel transmission with distribution. Between its distribution and transmission is a networked subtransmission system.

Electrical Grid Characteristics:

- No existing FSC customer on the identified distribution limiting device, conductor, or cable
- Constrained grid components are capable of real-time monitoring
- The topology of electrical grid is radial with no looped systems or serving lower voltage substations (with potential exceptions for SCE's subtransmission system)
- The electrical grid where the FSC is proposed has no pre-existing operational and/or safety concerns that may exist in complex systems
- No pre-existing exceedance of underground ductbank temperature limits (applicable to SCE, see SCE-specific discussion below)
- There is potential for the circuit to allow full or near-full capacity at non-peak times/seasons.

Customer Characteristics:

- Customer capable and willing to curtail power to the PILs
- Customer electrical power and/or energy needs can be met with the utility provided PILs
- Customer is willing to install a UL 3141 certified Power Control System or a control system as approved by SCE or PG&E
- Customer PILs are capable of being reduced in the event of extreme emergency conditions or planned or unplanned system outages to ensure facilities remain within emergency rating thresholds
- Customer is willing to execute the FSC Agreement

c. Underground Components as a Disqualifying Factor

SCE-Specific Limitations

Underground components that disqualify eligibility of a customer to use the Standard Offer include underground cables that have exceeded temperature ratings prior to a new load request (pre-existing conditions). The underground cable temperatures are derived from self and mutual heating based on the loading and physical arrangement of multiple circuits on the same underground ductbank system. If a cable is calculated to surpass its temperature rating based on the existing grid conditions (pre new load request), any additional load exacerbates the pre-existing temperature violation and therefore, new projects are not allowed to be energized until the underground heating limitation is mitigated.

To clarify, projects in SCE's prior Load Control Management Systems (LCMS) pilot that had identified ductbank loading limitations, were projects in which the underground cable did not have a pre-existing temperature exceeding the cable temperature rating and therefore some capacity was provided using LCMS with PILs limited up to the maximum temperature ratings. However, if the temperature rating was already in exceedance pre-project, LCMS was not offered.

Updates to Customer Intake and Application Process

a. Service Application Portal

PG&E and SCE will update its service application materials to inform customers about the Standard Offer FSC and allow them to indicate interest through a checkbox on the application portal.

The checkbox will serve only as an expression of interest in being considered for an FSC if capacity constraints are identified during engineering review. It will not constitute enrollment, approval, or a change in queue position.

PG&E and SCE will also include clear customer-facing language explaining that the FSC is an optional pathway that may allow partial or staged energization when full requested load is not immediately available due to distribution capacity constraints. The informative language has been developed to address the specified topics in Attachment B of the Decision as well as through discussions with the Commission's Energy Division as required in Section 5.5.

Sample informative language will be provided on SCE's and PG&E's websites and is provided herein as Attachment B.

Updates to Engineering and Analysis

a. Description of Load Determination Process

The load determination process is used to estimate a customer's design electrical demand for the purpose of sizing distribution. The process begins by identifying the customer class (e.g., commercial, industrial, agricultural, EV, DER) and selecting the most appropriate estimation methodology. Key terminology used throughout includes connected load (the sum of nameplate-rated loads), demand load (the expected coincident load imposed on the system), power factor (pf) (the ratio of active power to apparent power), and load factor (the ratio of average load to peak load over time). These terms establish a common technical basis for describing how customer usage translates into system demand.

Customer load is typically computed using one of **three formal estimation methods**, selected based on data availability and customer characteristics:

Method 1 (Historical Demand of Similar Customers) derives demand by analyzing measured peak kVA from comparable customers of similar size, occupancy, and climate zone, normalized using metrics such as volt-amps per square foot or per functional unit.

Method 2 (Demand per Square Foot by Type of Occupancy) is used when historical analogs are unavailable and applies standardized VA/ft² values—adjusted by climate zone and typical power factor—to the building floor area to estimate peak demand.

Method 3 (Customer Plans and Operational Needs) computes demand by summing individual connected loads (lighting, motors, HVAC, process equipment) and applying prescribed **demand factors** to reflect expected coincidence.

The final step in the process is consolidating calculated demand into a Demand Load, which represents the peak kVA that distribution facilities must reliably support. This may require combining multiple load components—such as base load, EV charging load, battery storage charging load, or agricultural motor load—each calculated under its applicable rules and diversity assumptions. Diversity factors are applied where appropriate (e.g., EV charging configurations), while certain loads (e.g., continuously operating motors or unrestricted battery charging) are treated as fully-coincident. The resulting Demand Load directly informs transformer sizing, service conductor ampacity, and ability of the upstream electric system to serve. By consistently applying standardized terminology and method selection criteria, the load determination process ensures that services and upstream electric system is engineered to meet peak demand conditions without over- or under-sizing utility infrastructure.

Definitions

Load Determination Process: The formal engineering process used to estimate a customer's expected electrical demand on the utility system for the purpose of planning, designing, and sizing distribution facilities.

Connected Load: The sum of the nameplate ratings of all electrical equipment connected to a customer's system, expressed in kW or kVA, without regard to simultaneity or diversity.

Demand Load: The portion of the connected load estimated to operate simultaneously, expressed in kW or kVA, and which imposes increased demand on the utility distribution system.

Kilovolt-Ampere (kVA): A measure of apparent power that combines active and reactive power and is the governing quantity for sizing transformers and conductors.

Kilowatt (kW): A measure of active power consumed by electrical equipment; converted to kVA using power factor when determining system demand.

Power Factor (pf): The ratio of active power (kW) to apparent power (kVA), indicating how effectively electrical power is being used by the load.

Load Factor: The ratio of a customer's average load over a period of time to its peak load during that same period, used to characterize load shape and utilization.

Demand Factor: A percentage applied to connected load to reflect the expected simultaneity of operation for a specific class of equipment.

Diversity Factor: A reduction factor applied when multiple similar loads are unlikely to reach peak demand at the same time, commonly used for EV charging and certain aggregated loads.

Climate Zone: A geographic classification used to account for weather-related effects on electrical demand, particularly heating and cooling loads.

Coincident Load: The portion of load that occurs simultaneously and contributes to system peak demand.

b. Equipment ratings for Electrical Distribution Equipment

PG&E Description of Equipment Ratings

Normal and emergency equipment ratings are typically set by manufacturers. However, PG&E may adjust these ratings to account for the effects of seasonal temperatures in the various climate zones. These ratings are provided to PG&E personnel in ampacity tables in equipment-related guidance documents. For example, in PG&E's overhead distribution line standards there are several types of overhead primary conductor, including 1) bare all aluminum, 2) bare aluminum with steel reinforced core (ACSR) 3) bare copper, and 4) covered tree wire. The ampacity of these conductors is shown in various available sizes. For each conductor type and size there are 6 available ampacities that show the variation between seasons and location: Summer Normal (for Interior Use), Summer Emergency (for Interior Use), Summer Normal (for Coastal Use), Summer Emergency (for Coastal Use), Winter Normal (for all areas), and Winter Emergency (for all areas). These ratings are built into capability sheets used by PG&E distribution engineers so that Summer Normal, Summer Emergency, Winter Normal and Winter Emergency capacities can be seen for each asset. They are also built into load forecasting tools for comparison against asset loading or asset loading forecasts.

The use of emergency ratings is meant to be limited and standards state that emergency loads can be carried for short periods in emergencies resulting from outages at other facilities.

Table 1 below shows the pertinent information used for capability ratings for different types of distribution substation and line equipment. Note that a circuit (aka feeder) capability could be limited by almost any of the equipment types listed below and every circuit will be

different, depending on the ratings of the upstream substation equipment, the downstream conductors, and any relevant line equipment.

Table 1 - Information Used for Equipment Capabilities

		Attribute used to determine equipment capability (Y/N)					
Equipment Type	Unit of Rating	Winter vs. Summer	Emergency vs. Normal	Coastal vs. Interior	Daily Load Factor	Copper vs. Aluminum	Other Attribute
Substation Transformer (Bank)	MVA	Y	Y	N	N	N/A	Single phase vs. three phase
Substation Circuit Breaker	Amps	N	N	N	N	N/A	Minimum-to-Trip Setting
Overhead Distribution Conductor	Amps	Y	Y	Y	N	Y	Bare vs. covered
Underground Distribution Cable	Amps	Y	Y	Y	Y	Y	# of Cables in Trench
Line Voltage Regulator	Amps	Y	Y	Y	N	N/A	% blocked
Line Recloser	Amps	N	N	N	N	N/A	Minimum-to-Trip Setting
Overhead Switch	Amps	N	Y	N	N	N/A	Type of switch

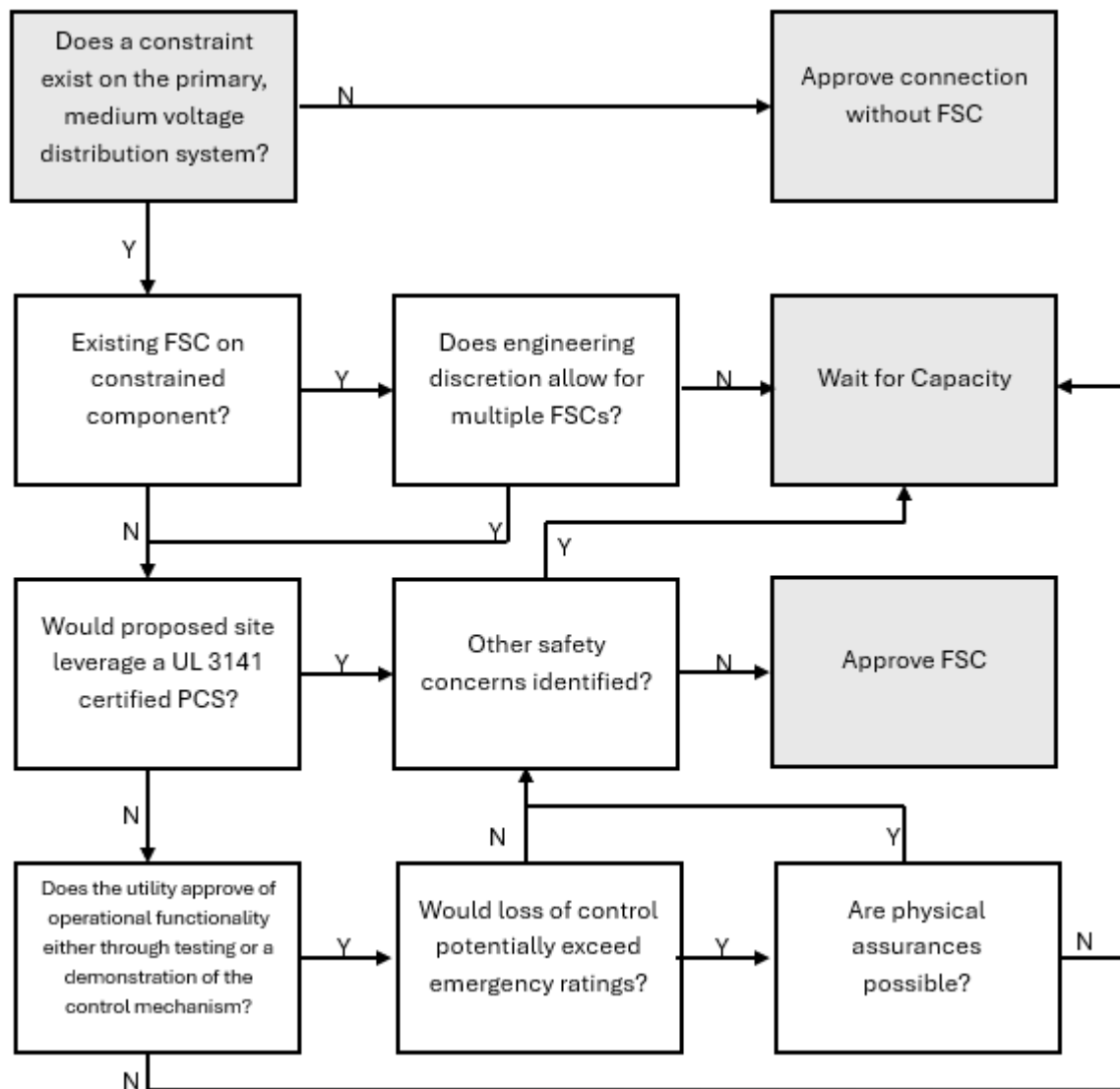
Note: Equipment capability information is subject to change and may be updated as system conditions, standards, or engineering guidance evolve.

SCE Description of Equipment Ratings

Normal and emergency ratings for SCE distribution equipment are established based on manufacturer ratings and SCE engineering standards and are documented in internal standards and planning tools. Normal ratings represent continuous operating limits under planned system conditions, while emergency ratings represent allowable short-term loading under abnormal or contingency conditions and are intended to be used for limited durations.

For distribution conductors, normal and emergency ratings are determined using standard conductor capability curves that account for conductor type (e.g., aluminum vs. copper, bare vs. covered) and installation configuration (e.g., overhead vs. underground or riser pole installations). For underground conductors, ratings also consider installation attributes such as the number of cables in a trench or duct bank and associated mutual heating effects. For substation transformers, normal and emergency ratings are based on manufacturer nameplate ratings and applicable industry loading guidance, with emergency ratings allowing short-term operation above normal loading subject to thermal and insulation limitations. Emergency loading of transformers is intended to be limited in duration and managed consistent with acceptable loss-of-life considerations. For other distribution equipment (e.g., switches, breakers, regulators, and reclosers), normal and emergency ratings are based on manufacturer specifications. In addition to equipment ratings, circuit loading under normal and emergency conditions is constrained by feeder-level protection settings (e.g., minimum-to-trip and coordination requirements), which may limit allowable loading below individual equipment thermal capability. The duration of emergency ratings is equipment specific and depends on thermal characteristics, installation conditions, and the ability to restore the system to a normal configuration. Emergency ratings are not intended for sustained operation and are applied only to support reliability during contingency conditions. Where emergency conditions persist, SCE evaluates operational or system mitigation measures to return equipment loading to within normal ratings. For example, following the loss of a transformer at a distribution substation, SCE may temporarily utilize emergency ratings on electrically adjacent substations to support load transfers while repairs, replacement, or system reconfiguration are completed, with the objective of returning loading to within normal ratings as soon as practicable.

Engineering Study Flowchart



c. Generation/Sharing Capacity

Per section 5.10.5,⁴ PG&E and SCE are required to incorporate the output of photovoltaics for customers without onsite storage into their engineering evaluation. Given that only the customer has knowledge of the operational limitations of the customer owned/operated PV system, PG&E and SCE plan to request the customer to provide the customer load profile that includes the operation of the owned/operated PV system (new load profile). The utility will then use this information to evaluate if the net loading profiles (which include solar) remains at or below the required PIL as measured at the point of interconnection. If the customer load profiles show that the limits will be exceeded, the utility will work with the customer to make the necessary adjustments on the customer load utilization to

⁴ Decision, p. 33.

maintain the power usage below the PIL. In cases where a customer does not have a load profile that includes the solar PV system, the utility will use load profiles as provided by the customer.

d. LLP Development

	Winter	Spring	Summer
PG&E	November-March	April-May	June-October
SCE	November-February	March-May	June-October

The standard seasons above will be used to develop standard offer load limit profiles. As load profiles are unique to each potentially constrained electrical system component, the LLP peak and off-peak times and values for each season will be optimized based on the unique load profile. A standard offer LLP will comprise of an on and off-peak value for each season. An LLP of less granularity may be provided if requested by the customer. If a more granular 24-value LLP is requested the utility will document the request and may provide additional granularity when technical capabilities exist. Upon determination of a FSC LLP, the IOU will provide the LLP to the customer electronically, in the format specified by UL 3141 Edition two Annex A within 15 days.

PG&E and SCE note that the seasons listed above may change to maximize capacity available to the customer.

e. Application Timing for Capacity Sharing

SCE & PG&E will consider a second application for sharable capacity if the second request is submitted within 10 business days of the first application and before a report detailing available capacity is issued to the first applicant.

f. Capacity Sharing Method Between Multiple Customers

When capacity is sharable in accordance to section 5.10.2, SCE & PG&E will distribute unlocked capacity among two customers in proportion to their respective peak demand requests. For instance, if Customer A's peak demand is 2 MW and Customer B's is 4 MW, and 1.5 MW of unlocked capacity is available during a specific timeframe, Customer A will receive an allocation of 0.5 MW while Customer B will be allocated 1 MW for that period.

Service Energization & Commissioning

a. Physical Assurances

In at least 42 instances, PG&E has utilized physical assurances in addition to load limit letters to further ensure the safety and reliability of the electric system. Physical assurances are often implemented with protective devices that would de-energize customers and drop load in the event that the prescribed customer load limits were exceeded. This is done to protect the upstream electric system from conditions that could potentially cause degradation or damage to the capacity constrained components that prevent a load limited customer from connecting full load. While these protective devices may be used as physical assurances for load limited service, they are most often not installed exclusively for that purpose and may also serve broader system protection, operational, or reliability functions. These protective devices include fuses, interrupters, and line reclosers. The protective functions of these devices can be enabled based on the device selection/sizing, such as with fuses, or with programmable settings in the case of interrupters and line reclosers. In most cases, these devices are located at or near the load limited service to minimize service interruption in the event of a load limit violation. Upon completion of necessary capacity upgrades or removal of the load limit, these physically assuring protective devices may be removed, replaced, upsized, or have settings updated to allow services to ramp to the full requested demand.

While SCE has not used physical assurances in the past, physical assurance measures will be used going forward by both utilities when required to ensure the safety and reliability of the electric system at the customer's expense. IOUs will maintain documentation on which sites needed such measures for at least 3 years.

Post Energization

a. Monitoring

To comply with directives in D.26-02-025 and scale reliability, PG&E must transition monitoring and tracking functions to its Distributed Energy Resource Management System (DERMS). Updating processes and technology for importing and updating load limits, creating compliance reports, and configuring alerts are estimated to take 12-18 months development time following a Resolution.

SCE will continue to utilize the AMI monitoring practices used for its LCMS pilot and may transition to DERMS based tracking functionality at future date.

b. Load Limit Violations

PG&E Discussion of Post Energization

DERMS will enable automated identification and notifications of load limit violations. As DERMS will have real-time data on system loading, and in some cases monitoring of capacity constrained components that are upstream of FSCs, notifications and alerts may be tailored due to the severity of the load limit violation.

- 1) No safety/reliability issue
- 2) Exceeding normal rating
- 3) Exceeding emergency ratings

SCE Discussion of Post Energization

SCE has established an LCMS dashboard (to be renamed FSC Dashboard). In this process, SCE collects the daily power usage information from the previous day AMI data and via automatic algorithms, the daily power usage is compared to the FSC LLPs. If the algorithm identifies a violation, the algorithm automatically generates emails to relevant personnel, including engineers, contract personnel, operators, and customer. This will allow SCE to commence discussions with customer to remedy the operational conditions as required in Section 6.3.2.

c. Annual Capacity Review

SCE Discussion of Annual Capacity Review

In its process, SCE currently does not require the customer to request an annual Capacity Review. Instead, SCE will perform an annual review of capacity for FSC customers, without a request and at no cost to the customer, to update the LLP if applicable. SCE will inform customer of any adjustments to the PILs and will complete these adjustments in coordination with the FSC customer.

PG&E Discussion of Annual Capacity Review

PG&E will allow an annual capacity review of existing standard offer FSCs upon request and payment by the customer.

d. Ad Hoc Capacity Review

While SCE and PG&E do not anticipate changes in LLP would be different than those identified in the annual review process, SCE will allow for an ad-hoc review of available capacity within the weather forecasting window, upon customer request and payment by the customer.

Data Collection and Reporting

a. Reporting Requirements

Per Section 8, the following data fields are provided to track costs.

- **IOU Costs to Establish the Program:**
 - Labor hours to develop the advice letter, standard offer and other supporting documents (website, forms)
 - Cost for systems upgrades to Load Service Request portals (BRP3 for SCE)
 - Labor hours for training and process development
 - Labor hours for the system development of a more advanced AMI verification process (such as via DERMS)
 - Labor hours for the development of reporting procedures
- **IOU Costs to Administer the Program:**
 - Incremental Labor hours to evaluate projects for FSC eligibility (engineering in Step 2)
 - Labor hours to process customers that agree to participate in FSC
 - Contractual agreement execution
 - Power Control System verification
 - Setting up AMI verification process
 - Labor hours to monitor PCS performance

When required, labor hours to address corrective actions for non-performance

SAMPLE AGREEMENT

Attachment A serves as a sample of the standard offer agreement. Upon approval of this advice letter, PG&E and SCE will separately submit a subsequent Tier 1 advice letter establishing their standard form agreement, which will contain the same terms and conditions as what is proposed and approved herein, but with stylistic changes for each utility.

TIER DESIGNATION

Pursuant to OP 1 of D.26-02-025's directive that SCE and PG&E establish a tariffed standard offering flexible service connection to customers via Tier 2 advice letter,⁵ and specifically to OP 3 of D.20-12-027, this advice letter is submitted with a Tier 2 designation

⁵ See D.26-02-025 at p. 84.

EFFECTIVE DATE

This advice letter will become effective May 13, 2026, the 30th calendar day after the date of the submittal.

NOTICE

Anyone wishing to protest this advice letter may do so only electronically. Protests must be received no later than 20 days after the date of this advice letter. Protests should be submitted to the CPUC Energy Division at:

E-mail: EDTariffUnit@cpuc.ca.gov

In addition, protests and all other correspondence regarding this advice letter should be sent electronically to the attention of:

Rebecca Furman
Managing Director, State Regulatory Operations
Southern California Edison Company
E-mail: AdviceTariffManager@sce.com

Adam Smith
Director, Regulatory Relations
Southern California Edison Company
c/o Karyn Gansecki
E-mail: Karyn.Gansecki@sce.com

Sidney Bob Dietz II
Director, Regulatory Relations
Pacific Gas and Electric Company
c/o Megan Lawson
E-mail: PGETariffs@pge.com

There are no restrictions on who may submit a protest, but the protest shall set forth specifically the grounds upon which it is based and must be received by the deadline shown above.

In accordance with General Rule 4 of GO 96-B, SCE is serving copies of this advice letter to the interested parties shown on the attached GO 96-B and R.24-01-018 service lists. Address change requests to the GO 96-B service list should be directed by electronic mail to AdviceTariffManager@sce.com or at (626) 302-6838. For changes to all other service lists, please contact the Commission's Process Office at (415) 703-2021 or by electronic mail at Process_Office@cpuc.ca.gov.

To view other SCE advice letters submitted with the Commission, log on to SCE's web site at <https://www.sce.com/wps/portal/home/regulatory/advice-letters>.

For questions, please contact Ari Altman at (626) 302-4946 or by electronic mail ari.atlman@sce.com.

Southern California Edison Company

/s/ Rebecca Furman
Rebecca Furman

RF:aa:lp
Enclosures



ADVICE LETTER SUMMARY

ENERGY UTILITY



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

Company name/CPUC Utility No.: Southern California Edison Company (U 338-E)

Utility type:

☒ ELC ☐ GAS ☐ WATER
☐ PLC ☐ HEAT

Contact Person: Darrah Morgan

Phone #: (626) 302-2086

E-mail: AdviceTariffManager@sce.com

E-mail Disposition Notice to: AdviceTariffManager@sce.com

EXPLANATION OF UTILITY TYPE

ELC = Electric GAS = Gas WATER = Water
PLC = Pipeline HEAT = Heat

(Date Submitted / Received Stamp by CPUC)

Advice Letter (AL) #: 5790-E et al

Tier Designation: 2

Subject of AL: Proposal to Establish a Tariffed Standard Offering Flexible Service Connection Agreement Pursuant to Ordering Paragraph 1 of Decision 26-02-025

Keywords (choose from CPUC listing): Compliance

AL Type: ☐ Monthly ☐ Quarterly ☐ Annual ☒ One-Time ☐ Other:

If AL submitted in compliance with a Commission order, indicate relevant Decision/Resolution #: Decision 26-02-025

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL:

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

Confidential treatment requested? ☐ Yes ☒ No

If yes, specification of confidential information:

Confidential information will be made available to appropriate parties who execute a nondisclosure agreement. Name and contact information to request nondisclosure agreement/ access to confidential information:

Resolution required? ☐ Yes ☒ No

Requested effective date: 5/13/26

No. of tariff sheets: -0-

Estimated system annual revenue effect (%):

Estimated system average rate effect (%):

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: None

Service affected and changes proposed¹:

Pending advice letters that revise the same tariff sheets: None

¹Discuss in AL if more space is needed.

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

California Public Utilities Commission
Energy Division Tariff Unit Email:
EDTariffUnit@cpuc.ca.gov

Contact Name: Rebecca Furman
Title: Managing Director, State Regulatory Operations
Utility/Entity Name: Southern California Edison Company

Telephone (xxx) xxx-xxxx:
Facsimile (xxx) xxx-xxxx:
Email: AdviceTariffManager@sce.com

Contact Name: Adam Smith c/o Karyn Gansecki
Title: Director, Regulatory Relations
Utility/Entity Name: Southern California Edison Company

Telephone (xxx) xxx-xxxx:
Facsimile (xxx) xxx-xxxx:
Email: karyn.gansecki@sce.com

CPUC
Energy Division Tariff Unit
505 Van Ness Avenue
San Francisco, CA 94102

Clear Form

ENERGY Advice Letter Keywords

Affiliate	Direct Access	Preliminary Statement
Agreements	Disconnect Service	Procurement
Agriculture	ECAC / Energy Cost Adjustment	Qualifying Facility
Avoided Cost	EOR / Enhanced Oil Recovery	Rebates
Balancing Account	Energy Charge	Refunds
Baseline	Energy Efficiency	Reliability
Bilingual	Establish Service	Re-MAT/Bio-MAT
Billings	Expand Service Area	Revenue Allocation
Bioenergy	Forms	Rule 21
Brokerage Fees	Franchise Fee / User Tax	Rules
CARE	G.O. 131-D	Section 851
CPUC Reimbursement Fee	GRC / General Rate Case	Self Generation
Capacity	Hazardous Waste	Service Area Map
Cogeneration	Increase Rates	Service Outage
Compliance	Interruptible Service	Solar
Conditions of Service	Interutility Transportation	Standby Service
Connection	LIEE / Low-Income Energy Efficiency	Storage
Conservation	LIRA / Low-Income Ratepayer Assistance	Street Lights
Consolidate Tariffs	Late Payment Charge	Surcharges
Contracts	Line Extensions	Tariffs
Core	Memorandum Account	Taxes
Credit	Metered Energy Efficiency	Text Changes
Curtailable Service	Metering	Transformer
Customer Charge	Mobile Home Parks	Transition Cost
Customer Owned Generation	Name Change	Transmission Lines
Decrease Rates	Non-Core	Transportation Electrification
Demand Charge	Non-firm Service Contracts	Transportation Rates
Demand Side Fund	Nuclear	Undergrounding
Demand Side Management	Oil Pipelines	Voltage Discount
Demand Side Response	PBR / Performance Based Ratemaking	Wind Power
Deposits	Portfolio	Withdrawal of Service
Depreciation	Power Lines	

Attachment A

Form Agreement – Flexible Service Connection Agreement

FLEXIBLE SERVICE CONNECTION AGREEMENT

1. PARTIES

This Agreement for energization via a Flexible Service Connection (FSC) (Agreement) is issued this day of _____, _____.

The Parties to this Agreement are:

_____ (Customer)

and (<UTILITY>). Customer and <UTILITY> are referred to individually as "Party" and collectively as "Parties."

2. RECITALS

- A. Customer has submitted an application to <UTILITY> for energization of a premise via an FSC, subject to the terms and conditions of this Agreement, for the purpose of managing the Customer's electrical demand (watts) from <UTILITY's> Distribution System within specific Power Import Limits (PIL) set by <UTILITY> (as provided pursuant to this Agreement, including, but not limited to Exhibit A).
- B. <UTILITY> has reviewed and approved Customer's application and permits Customer to take service using the FSC, subject to the terms and conditions of this Agreement.
- C. The initial PIL and description of the customer's preferred method of load control, are set forth on Exhibit A to this Agreement.
- D. Customer service is located at the following location:

(Hereinafter referred to as Site)

3. AGREEMENT

3.1 Scope and Purpose

This Agreement provides the rights and obligations of the Parties under this Agreement:

3.2 Responsibilities of Customer - Own, Operate and Install PCS

- (a) Customer shall, at its sole cost and expense, purchase, install, operate, and own a Power Control System (PCS) or alternative method of load control, as described more fully in Exhibit A hereto, in accordance with <UTILITY's> specifications and requirements and with good utility practice, and obtain any necessary permits for all work performed by Customer under this Agreement.
- (b) Customer must receive <UTILITY's> express written permission prior to operating

FLEXIBLE SERVICE CONNECTION AGREEMENT

the Customer's load beyond the PILs described in Exhibit A or otherwise updated per paragraph (c) below.

- (c) Customer is responsible for operating the Site in compliance with this Agreement, including but not limited to adhering to PILs and other <UTILITY> operating instructions **as may be provided to Customer in writing or verbally (in the case of an emergency) in <UTILITY's> sole discretion, at any time.** If <UTILITY> provides Customer with updated PILs, Customer must update the Site PILs as provided by <UTILITY>, and provide <UTILITY> confirmation of the update within twenty four (24) hours of <UTILITY's> verbal or written notice, or within the timeframe set by <UTILITY> in its instructions. Customer will be responsible for any damage to, and repair costs for, utility-owned and customer-owned facilities that occur due to any violation of this Agreement
- (d) Customer understands and agrees that <UTILITY> will not perform any part of the work related to installing, owning, or operating the Customer's PCS or alternative method of load control, and the Customer is solely responsible for validating the accuracy of the data and operation of the Customer PCS or alternative method of load control.
- (e) If the Customer PCS or alternative method of load control fails to prevent site loading from exceeding the PILs provided in Exhibit A, the Parties agree to meet and confer to determine if any additional technical review of the Customer PCS or alternative method of load control is necessary. <UTILITY> may require Customer to complete an additional technical review of the Customer PCS or alternative method of load control, with any testing to be completed by Customer at Customer's sole cost. Customer shall pay <UTILITY>, in <UTILITY's> sole discretion, an amount equal to <UTILITY's> costs to re-review and re-test the PCS or alternative method of load control to allow for re-energization of the facilities at the Site. In this event, <UTILITY> shall notify the Customer of the cost to perform this work, and Customer, at its election, will either pay such amount or terminate the FSC Agreement. Termination of the FSC agreement due to inability to correct load control failures will require that <UTILITY> disconnect service and that service shall remain disconnected or be disconnected from <UTILITY's> Distribution System until grid capacity is available.
- (f) Customer shall not modify, alter, or change (i) the operation of the Customer PCS or alternative method of load control if such change causes the Customer PCS or alternative method of load control to exceed the then-current approved PILs; or (ii) the Customer equipment, without <UTILITY's> prior written approval. Customer shall notify <UTILITY> of any such proposed changes and provide the proposed timing and reason for such requested change to <UTILITY>.

3.3 Responsibilities of <UTILITY>

<UTILITY> shall: (a) permit the Customer to use a PCS or alternative method of load control that complies with the specifications and requirements of this Agreement, and <UTILITY> will cooperate in good faith with Customer in additional technical review meetings, as necessary, to resolve any instances in which <UTILITY> does not approve the Customer PCS or alternative method of load control, but may reject the Customer request if the

FLEXIBLE SERVICE CONNECTION AGREEMENT

additional technical review meetings do not resolve <UTILITY's> concerns with Customer's ability to adhere to prescribed PILs; (b) provide the PILs; (c) timely provide Customer updated PILs; (d) timely provide notice to Customer if the Customer's Site is not performing in accordance with PILs (if known by <UTILITY>); and (e) keep Customer reasonably apprised of the timing of the completion of <UTILITY's> Distribution System upgrades.

3.4 Term

The "Term" of this Agreement shall commence upon the Effective Date and shall end, unless terminated earlier in accordance with the terms of this Agreement, upon <UTILITY's> determination –due to Distribution System upgrades or other reason--that <UTILITY> can begin serving Customer load without the Customer adhering to PILs.

3.5 Early Termination and Suspension of Service.

- (a) **Customer Termination.** Customer may terminate this Agreement for any reason by providing <UTILITY> 30 days' written Notice pursuant to Section 3.16 of this Agreement. Upon termination, <UTILITY> will disconnect the Customer's load if the Customer load cannot be served without the Customer PCS or alternative method of load control. Customer shall not terminate the operation of the Customer PCS or alternative method of load control without disconnecting its facility from <UTILITY's> Distribution System (i.e., open customer's utility main breaker). Customer's pause or temporary suspension of its own operations will not constitute termination of this Agreement.
- (b) **<UTILITY> Termination.** <UTILITY> may terminate this Agreement for any of the following reasons:

Without Notice, if <UTILITY> determines, in its sole discretion, that (1) Customer has breached, or is in continuing breach of, any term or condition of this Agreement, including, but not limited to, customer's load exceeding the <UTILITY> specified PILs one or more times or failing to update the PILs as required by <UTILITY>; or (2) the continued use of the Customer PCS or alternative method of load control presents a threat to public health or property, creates a safety hazard, interferes with meter functionality or meter reading procedures, is detrimental to the service of <UTILITY> or its other customers, pursuant to <UTILITY's> Tariff Rule 11.D,¹ or (on a temporary basis) if necessary to permit work upon <UTILITY>-owned facilities.

If <UTILITY> terminates pursuant to category (1) in this section (on breach), <UTILITY> will endeavor to provide reasonable verbal and/or written Notice to Customer and allow Customer to take corrective actions, if applicable, prior to terminating the Agreement. If <UTILITY> does provide Notice to Customer of a breach of the Agreement, the Customer shall acknowledge the receipt of the notification within twelve (12) hours of such Notice and must provide and implement a corrective action within twenty-four (24) hours. Such corrective action may include, but not be limited to, the Customer disconnecting from <UTILITY's> Distribution System until issue is resolved.

¹ Rule 11.D. states: "Service Detrimental to Other Customers. <UTILITY> will not provide service to utilizing equipment, the operation of which will be detrimental to the service of <UTILITY> or its other customers, and will discontinue electric service to any customer who shall continue to operate such equipment after having been given notice by <UTILITY> to cease so doing." See also California Public Utilities Code Section 451.

FLEXIBLE SERVICE CONNECTION AGREEMENT

With Notice, <UTILITY> may terminate the agreement upon <UTILITY's> determination –due to Distribution System upgrades or other reason--that <UTILITY> can begin serving Customer load without the Customer adhering to PILs.

- (c) **<UTILITY> Suspension of Service.** In lieu of terminating the Agreement pursuant to Section 3.5(b), <UTILITY> may disconnect the Customer's facility from <UTILITY's> Distribution System, i.e., suspend electrical service. In the event <UTILITY> suspends electrical service but does not terminate the Agreement, the Parties agree to meet and confer and undertake additional technical reviews, as necessary until such time as either (i) the Parties mutually agree on a resolution in accordance to Section 3.2(e) after which time electrical service would be restored; or (ii) a Party terminates this Agreement pursuant to this Section 3.5 at which time electrical service will remain disconnected until such time <UTILITY> has sufficient capacity to serve the Customer's load without the use of a PCS or alternative method of load control; or (B) unless the Agreement is terminated because <UTILITY> has completed Distribution System Upgrades, in which case the Customer may operate its facilities without the use of the PCS or alternative method of load control. Notwithstanding anything in this Agreement, <UTILITY> may suspend Customer's service in the event of an emergency, if <UTILITY> determines it is necessary, in <UTILITY's> sole discretion, and <UTILITY> shall provide written and telephonic notice to Customer setting forth the basis for such emergency suspension and a timeframe in which service shall be restored.

- 3.6 Effective Date.** This Agreement shall be effective on the last date executed by the Parties (Effective Date).

3.7 Commission Jurisdiction

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.

3.9 Indemnification

Customer shall, at its own cost, defend, indemnify, and hold harmless <UTILITY>, its officers, agents, employees, assigns, and successors in interest from and against any and all third-party liability, damages, losses, claims, demands, actions, causes of action, costs including attorney's fees and expenses (including cost of in-house counsel) and costs of litigation, arbitration or mediation, and in the case of third-party claims only, indirect or consequential loss or damage of such third party, arising out of or in connection with, or resulting from or relating to, in whole or in part, (1) Customer's or its contractor's performance or nonperformance of the Customer's obligations under this Agreement; or (2) Customer's installation and use of the Customer PCS or alternative method of load control.

3.10 Assignment of Contract

Customer may assign this Agreement, in whole or in part, only if <UTILITY> consents in writing and the party to whom the Agreement is assigned agrees in writing, to perform the obligations of Customer hereunder, which shall not be unreasonably withheld, conditioned, or delayed, provided that Customer may assign to an Affiliate that has the same ultimate parent company without the consent of <UTILITY>. In this Agreement, (i) "Affiliate" means, with respect to a Party, an entity that controls, is controlled by or is under common control

FLEXIBLE SERVICE CONNECTION AGREEMENT

with such Party; and (ii) “control” means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, whether through ownership of voting securities, by contract or otherwise. Assignment of the Agreement shall not release Customer from any of the obligations under this Agreement unless otherwise provided therein.

3.11 Limitation of Liability

<UTILITY> shall not be liable for any loss, cost, claim, injury, liability, or damage incurred by the Customer as a result of or due to the Customer’s use of the Customer PCS or alternative method of load control, or for <UTILITY> disconnecting the Customer from the <UTILITY> Distribution System for any reason pursuant to this Agreement, except in the event of <UTILITY’s> gross negligence or willful misconduct.

3.12 Insurance

- (a) In connection with Customer’s performance of its duties and obligations under this Agreement, Customer shall maintain, during the term of this Agreement, commercial general liability insurance with a limit of two million dollars (\$2,000,000) for each occurrence. Such commercial general liability insurance shall include coverage for Premises-Operations and Contractual Liability.
- (b) The commercial general liability insurance required in Section 3.12(a) shall, by endorsement to the policy or within the policy general conditions itself, (a) include <UTILITY> as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that <UTILITY> shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for payment of premium for such insurance; (d) be primary and not in excess to or contributing with any insurance or self-insurance maintained by <UTILITY>; (e) grant waiver or subrogation in favor of <UTILITY>; and (f) provide for thirty (30) calendar days’ written notice to <UTILITY> prior to cancellation, termination, alteration, or material change of such insurance.
- (c) Customer agrees to furnish evidence of insurance (certificates of insurance and endorsements as appropriate) to <UTILITY> prior to installing the Customer LCMS and thereafter for each insurance policy renewal during the term of this Agreement. <UTILITY> shall have the right to inspect or obtain a copy of the original policy or policies of insurance.
- (d) If Customer is self-insured with an established record of self-insurance, Customer may comply with the following in lieu of Sections 3.12(a) and 3.12(b):
 - (i) Customer shall provide to <UTILITY>, at least thirty (30) calendar days prior to (1) the date of installation of the Customer PCS, or (2) replacement of the insurance coverage required under Sections 3.12(a) and (b) above with self-insurance, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required under Section 13.12(a). <UTILITY> shall decide what is acceptable in the exercise of its sole but reasonable discretion.
 - (ii) If Customer ceases to self-insure to the level required hereunder, or if Customer is unable to provide continuing evidence of Customer’s ability to self-insure,

FLEXIBLE SERVICE CONNECTION AGREEMENT

Customer agrees to immediately obtain the insurance coverage required under Section 3.12 (a) and (b) above.

- (e) All insurance policies, certificates of insurance, statements of self-insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted by the Customer to the following:

<UTILITY>
Attention: <DIRECTOR.
<ADDRESS>

3.13 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.

3.14 Governing Law and Tariffs

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. The Agreement shall at all times be subject to the terms and conditions set forth in <UTILITY's> applicable tariffs, including, but not limited to <UTILITY's> Rule 16. Copies of such tariffs are available at <UTILITY's> Internet site: www.<Utility>.com/Regulatory or by request to <UTILITY> and are incorporated into this Agreement by this reference.

3.15 Entire Agreement

This Agreement, including any incorporated tariffs, 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 tariffs.

3.16 Notices

<UTILITY> shall notify the Customer via telephone and electronic mail as soon as reasonably practical when it becomes aware of an emergency condition or breach of the PCS PILs that may reasonably be expected to affect the Customer's operation of the Customer's PCS, including disconnection of the Customer's load from <UTILITY's> Distribution System. The initial notice shall be followed as soon as practicable with written notice, if requested by the Customer, which may be provided by electronic mail or facsimile.

All other notices or communication under this Agreement will be made in writing and will

FLEXIBLE SERVICE CONNECTION AGREEMENT

be effective when received, and will be addressed as follows:

For Customer:

Name:
Title:
Address:
Tele.:
Email:

For <UTILITY>:

Name:
Title:
Address:
Tele.:
Email:

4. SIGNATURE CLAUSE

The signatories hereto represent that they have been appropriately authorized to enter into this Contract on behalf of the party for whom they sign.

CUSTOMER

CORPORATION, PARTNERSHIP, OR DBA: ____

NAME OF AUTHORIZED INDIVIDUAL: _____

SIGNATURE: _____

TITLE: _____

MAILING ADDRESS: _____

E-MAIL ADDRESS: _____

TELEPHONE: _____

<UTILITY>

NAME OF AUTHORIZED INDIVIDUAL: _____

SIGNATURE: _____

FLEXIBLE SERVICE CONNECTION AGREEMENT

TITLE: _____

DATE EXECUTED: _____

PRODUCT NO. _____

FLEXIBLE SERVICE CONNECTION AGREEMENT

EXHIBIT A

DESCRIPTION OF CUSTOMER Load Control Method

[FILL IN DESCRIPTION SPECIFIC FOR EACH PROJECT]

The information provided in Exhibit A has been specifically developed for the project, which includes a PILs schedule, PCS or other load control information, and other information as may be necessary to describe the operation of the FSC.

POWER IMPORT LIMITS (PILs)

Months	Season	On-Peak Limit (MVA)	On-Peak Restriction Timeframe (00:00)	Off-Peak limit (MVA)	Off-Peak Restriction Timeframe (00:00)
(Nov - Mar)	Winter	[]	[]	[]	[]
(Apr – May)	Spring	[]	[]	[]	[]
(Jun - Oct)	Summer	[]	[]	[]	[]

TECHNICAL SPECIFICATIONS OF POWER CONTROL SYSTEM INCLUDING BUT NOT LIMITED TO:

[UL 3141]

[PCS DOCUMENTATION]

[PCS TESTING DOCUMENTS]

Attachment B

Sample Website Language

Attachment B: Web Page Content for Flexible Service Connections

Flexible Service Connections and Preliminary Capacity Assessments

<UTILITY> is committed to helping customers understand their energization options when local electric infrastructure may be constrained. The information below explains Flexible Service Connections (FSCs), Limited Load Profiles (LLPs), and the tools available to help customers evaluate whether these options may support their project timelines.

What Is an FSC?

An **FSC** is a service arrangement that allows a customer to energize new or expanded load under defined operating limits when full capacity cannot yet be provided due to grid constraints.

Under an FSC:

- The customer receives **firm (but limited) capacity** that varies by time of day and/or season.
- The FSC remains in effect until the required capacity upgrades are completed and full service can be provided.
- FSCs are intended as **bridging solutions**, not permanent replacements for full capacity service.

Not all customers or locations will be eligible for an FSC.

What Is an (LLP)?

An **LLP** is a schedule that defines the **maximum amount of power a customer may use from the grid during specific time periods**.

The LLP is a core component of FSC and is incorporated into the customer's service agreement.

How does <UTILITY> design an LLP?

Utilities design LLPs based on:

- Local grid conditions and identified constraints
- Equipment thermal limits (temperature) and operating standards

- Seasonal and daily load patterns
- Safety and reliability considerations

The goal is to safely maximize available capacity while protecting <UTILITY>'s equipment and other customers' reliability.

What information can customers provide to support LLP development?

In the application for service, customers can provide the following information to indicate if the customer is a good candidate for FSC:

- Expected load profiles by hour or shift
- Identification of flexible or deferrable loads
- Ability to reduce load during peak hours
- Planned use of on-site generation or energy storage
- Operational schedules (e.g., weekday vs. weekend use)
- The planned installation of power import control systems (if any)
- Indication that the customer is willing to operate using a FSC agreement if grid capacity constraints exist

Providing this information does not guarantee eligibility but helps <UTILITY> evaluate whether an FSC may be feasible.

Benefits to Customers

An FSC may offer several potential benefits:

- Earlier energization compared to waiting for infrastructure upgrades with the use of <UTILITY> approved power import control systems and LLPs
- Improved project power capacity certainty during constrained conditions
- Flexibility to begin operations while long-term upgrades are completed

Impact on Energization Timeline

When applicable, an FSC may allow customers to:

- Continue progressing through the energization process

- Access limited capacity earlier than would otherwise be possible
- Maintain their position in the energization process along with all other non-grid constrained requests

An FSC does **not** accelerate or delay the completion of required capacity upgrades.

Potential Challenges and Considerations

Customers considering an FSC should be aware of potential challenges, including:

- Temporary limits are based on current available capacity and may change due to unforeseen conditions
- The timing to receive full service will depend on the completion of the required grid upgrades
- Incremental customer cost to install and maintain the required load management equipment

Examples of Customer Costs

Costs vary by project but may include:

- Engineering or consulting support
- Load control or power management equipment
- Protective devices and/or Physical Assurances
- Installation, testing, or commissioning costs
- Operational adjustments or scheduling changes
- Supplemental generation

Who Is a Good Candidate for an FSC?

Customers that may be good candidates often share the following characteristics (but not limited to):

- Have installed (or willing to install) a Power Control System (PCS) to manage or shape load
- Operational flexibility during certain hours or seasons
- Readiness to comply with defined load limits

- Project has or will have available supplemental generation to supplement the FSC functionality

Technical Requirements

Participation may require:

- Installation of a PCS with import power functionality that is certified under UL 3141 (for a power import limit or PIL) or otherwise approved by <UTILITY>.
- Execute the Flexible Service Connection Agreement which contains all relevant operational requirements and liability provisions.
- Ability to operate within defined LLP limits
- Agreement to monitoring and compliance provisions

Eligibility Determination

While <UTILITY> aims to offer FSC to as many customers as possible, <UTILITY> notes that not all projects will be eligible for an FSC. **Final eligibility determination is made solely by <UTILITY>**, based on engineering analysis, grid conditions, and customer characteristics.

How Customers Are Enrolled in an FSC

Enrollment typically occurs during the **engineering and design phase** of the energization process:

1. Customer submits a complete service application.
2. <UTILITY> identifies capacity constraints during engineering analysis review.
3. <UTILITY> evaluates whether a customer is eligible for an FSC.
4. If eligible, <UTILITY> discusses the FSC with the customer.
5. If both parties agree, an FSC agreement is executed and <UTILITY> can commence to design the required service entrance facilities (if required)

LLP Modifications

While <UTILITY> does not intend to make modifications to FSC LLP limits, in some cases, to address abnormal or unprecedented conditions, it may be necessary to adjust (up or down) the LLP values.

In addition, customers that are operating under an FSC may have opportunities to request Annual reassessment of available capacity (at customer's expense). Such assessment may determine that LLP can be increased or decreased based on the grid conditions at the time of the assessment.

<UTILITY> notes that as a normal course of business, <UTILITY> will re-evaluate the FCS's LLP as part of <UTILITY>'s Annual Planning Process. This evaluation may result in the need or ability to adjust the LLPs. These annual studies will be completed without cost to the FSC customer.

All modifications are subject to <UTILITY> review and approval.

Agreement Termination

<UTILITY> Termination

<UTILITY> may terminate an FSC if:

- The customer fails to comply with the LLP and has not shown that corrections have been completed in a timely manner
- Safety or reliability concerns arise which were not previously known to <UTILITY>. While this is an unlikely scenario, this is a possibility that may occur.
- Full capacity service becomes available

Customer Termination

Customers may terminate an FSC:

- At their discretion
- By transitioning to full service when upgrades are completed
- By withdrawing from the project

Specific terms are detailed in the FSC agreement.

Technologies Supporting FSC Participation

Power Control Systems (PCS)

A PCS is a technology solution that automatically monitors and controls how much power a customer uses and ensures that the FSC customer does not exceed the agreed-upon LLP. UL 3141 is the relevant standard which governs certified PCSs, however, other solutions may be acceptable upon review.

Customers that may benefit most include:

- Large commercial or industrial customers
- Fleet charging facilities
- Customers with flexible or automated load
- Customers who as part of the project are already installing a PCS

References:

For information on Preliminary Capacity Assessment (PCA) and our engineering process for project submittals please go to:

- [SCE EXAMPLE:] [Link to Preliminary Capacity Assessment \(PCA\) \(Formerly EAR\)](#)

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

AT&T	Ellison Schneider & Harris LLP	Pacific Gas and Electric Company
Albion Power Company		Peninsula Clean Energy
Alta Power Group, LLC	Electrical Power Systems, Inc. Fresno	Pioneer Community Energy
Anderson & Poole	Engie North America	Public Advocates Office
BART	Engineers and Scientists of California	Redwood Coast Energy Authority
Ava Community Energy		Regulatory & Cogeneration Service, Inc.
BART		Resource Innovations
Buchalter	GenOn Energy, Inc.	Rockpoint Gas Storage
Barkovich & Yap, Inc.	Green Power Institute	
Biering & Brown LLP		
Braun Blasing Smith Wynne, P.C.	Hanna & Morton LLP	San Diego Gas & Electric Company
		San Jose Clean Energy
		SPURR
California Community Choice Association	ICF consulting	
California Cotton Ginners & Growers Association	iCommLaw	Sempra Utilities
California Energy Commission	International Power Technology	Sierra Telephone Company, Inc.
California Hub for Energy Efficiency	Intertie	Southern California Edison Company
California Alternative Energy and Advanced Transportation Financing Authority	Intestate Gas Services, Inc.	Southern California Gas Company
California Public Utilities Commission		Spark Energy
Calpine	Kaplan Kirsch LLP	
Cameron-Daniel, P.C.	Kelly Group	Sun Light & Power
Casner, Steve	Ken Bohn Consulting	Sunshine Design
Center for Biological Diversity	Keyes & Fox LLP	Stoel Rives LLP
Chevron Pipeline and Power	Leviton Manufacturing Co., Inc.	Tecogen, Inc.
	Los Angeles County Integrated	TerraVerde Renewable Partners
		Tiger Natural Gas, Inc.
Clean Power Research	Waste Management Task Force	
Coast Economic Consulting		
Commercial Energy	MRW & Associates	Utility Cost Management
Crossborder Energy	Manatt Phelps Phillips	
Crown Road Energy, LLC	Marin Energy Authority	Water and Energy Consulting
	McClintock IP	
	McKenzie & Associates	
Davis Wright Tremaine LLP	Modesto Irrigation District	
Day Carter Murphy	NLine Energy Inc.	Yep Energy
Dept of General Services	NOSSAMAN LLP	
Diablo Canyon Independent Safety Committee	NRG Energy Inc.	
Douglass & Liddell		
Downey Brand LLP		