



Electric Sample Form No. 79-759
Supplemental Agreement for As-Available Capacity

Sheet 1

**Please Refer to Attached
Sample Form**



SUPPLEMENTAL AGREEMENT FOR AS-AVAILABLE CAPACITY

DISTRIBUTION

- Applicant
- Division
- ES&S
- _____

REFERENCES

- _____
- _____
- _____
- _____

This supplemental agreement is made between _____ (Applicant), and PACIFIC GAS AND ELECTRIC COMPANY (PG&E), a California Corporation, and shall be made part of the _____ (Agreement), dated _____ between these two parties.

RECITALS:

Applicant recognizes that PG&E is required by its California Public Utilities Commission (Commission) authorized tariffs to design its gas and electric facilities to provide adequate capacity to meet the maximum demands of Applicant's loads during normal, non-emergency, conditions. It is also understood that to achieve this degree of service reliability at Applicant's business facility, which is located at _____ (Site), reinforcement work must be done to PG&E's existing system at a substantial cost to both parties. Therefore, PG&E and Applicant agree as follows:

AGREEMENT:

1. In lieu of reinforcing PG&E's existing system to fully accommodate loads at Site, Applicant agrees to accept a lower level of service reliability than would normally be available if PG&E's design criteria was met. This decreased reliability may manifest itself through the curtailment or interruption of gas or electric supply to the Applicant.
2. PG&E's ability to serve Applicant's load will be determined by Equipment which, at all times, will limit the gas or electric demand supplied to the Site to the capacity immediately available on PG&E's system. Equipment will be installed at Applicant's expense and as a special facility (Form 79-255). PG&E system conditions that will cause the Equipment to operate are set forth as follows:

- ____ Applicant may be subject to additional curtailments as provided by PG&E's gas and electric Rule 14 and Agreement.
3. Applicant understands that all of the conditions and provisions specified in other agreements with PG&E remain in effect and that interruption or curtailment, due to the presence of the Equipment, does not excuse any of the charges associated with their applicable rate schedules.
4. Applicant agrees that PG&E is not liable for any physical damage or property damage caused by the presence or operation of the Equipment.
5. Termination of either this supplemental agreement or the original Agreement shall constitute the termination of both, with Applicant being subject to any applicable minimum or termination charges as specified in the tariffs or Agreement.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.



SUPPLEMENTAL AGREEMENT FOR AS AVAILABLE CAPACITY

- 6. Applicant may assign this supplemental agreement, only if PG&E consents in writing and the assignee agrees in writing to the conditions herein, and assignment occurs in conjunction with assignment of Agreement.
- 7. This supplemental agreement shall be subject to all of PG&E's applicable tariff schedules on file 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.

Executed this _____ day of _____, 20____.

BY:

FOR:

(Applicant)

PACIFIC GAS AND ELECTRIC COMPANY

(Signature)

(Signature)

(Print or Type Name)

(Print or Type Name)

(Title)

(Title)