

153 FERC ¶ 61,021  
UNITED STATES OF AMERICA  
FEDERAL ENERGY REGULATORY COMMISSION

Before Commissioners: Norman C. Bay, Chairman;  
Philip D. Moeller, Cheryl A. LaFleur,  
Tony Clark, and Colette D. Honorable.

Pacific Gas and Electric Company Docket No. ER15-2418-000

San Francisco Bay Area Rapid Transit District Docket No. EL15-30-000

v. (Consolidated)

Pacific Gas and Electric Company

ORDER ACCEPTING AND SUSPENDING REVISIONS TO  
NETWORK INTEGRATION TRANSMISSION SERVICE AGREEMENT,  
ESTABLISHING HEARING AND SETTLEMENT JUDGE PROCEDURES, AND  
CONSOLIDATING PROCEEDINGS

(Issued October 9, 2015)

1. On August 12, 2015, Pacific Gas and Electric Company (PG&E) filed under section 205 of the Federal Power Act (FPA)<sup>1</sup> proposed revisions to a Network Integration Transmission Service Agreement (Service Agreement) with the San Francisco Bay Area Rapid Transit District (BART) under its Open Access Transmission Tariff (OATT). PG&E proposes to add a new service intended to recover certain greenhouse gas-related costs PG&E incurs in providing transmission service to BART under the Service Agreement. In this order, we accept for filing PG&E's proposed revisions and suspend them for five months, to become effective March 12, 2016, subject to refund. We also deny PG&E's request for a retroactive effective date and request for waiver of the Commission's 60-day prior notice requirements, as discussed below.<sup>2</sup> Finally, we establish hearing and settlement judge procedures and consolidate this proceeding with

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<sup>1</sup> 16 U.S.C. § 824d (2012).

<sup>2</sup> 18 C.F.R. § 35.3 (2015).

the ongoing hearing and settlement judge proceedings established in Docket No. EL15-30-000.<sup>3</sup>

## **I. Background**

2. On March 25, 1998, PG&E and BART entered into the Service Agreement under which PG&E provides network integration transmission service for the delivery of 84 MW of preference power to BART at the California-Oregon Border and Tracy Substation.<sup>4</sup> PG&E and BART are parties to a Service Agreement, which expires on December 31, 2016. The Service Agreement designates PG&E as BART's scheduling coordinator and transmission provider. Currently, BART purchases up to 14 MW of power from Western and up to 80 MW of power from the Northern California Power Agency (NCPA), both of whose resources are located outside of the California Independent System Operator Corporation's (CAISO) balancing authority area.<sup>5</sup> The North American Energy Standards Board (NAESB) business practice standards require that all interchange transactions correspond to an e-Tag submitted prior to the interchange that allows each balancing authority area to communicate the scheduling of transactions and approve the transmission path stated on each e-Tag.<sup>6</sup> PG&E explains that the California Air Resources Board (CARB) identifies the entity responsible for complying

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<sup>3</sup> On April 16, 2015, the Commission set for hearing and settlement judge procedures a complaint (Complaint) filed by BART against PG&E in Docket No. EL15-30-000, which is described in more detail below. *San Francisco Bay Area Rapid Transit District v. Pacific Gas and Electric Company*, 151 FERC ¶ 61,030 (2015) (Complaint Order).

<sup>4</sup> On March 20, 1998, the Commission granted a complaint filed by BART against PG&E finding that PG&E must provide BART with transmission service to facilitate its purchase of federal preference power from Bonneville Power Administration and Western Area Power Administration (Western). *San Francisco Bay Area Rapid Transit District v. Pacific Gas and Electric Company*, 82 FERC ¶ 61,282 (1998) (Initial BART Order).

<sup>5</sup> PG&E Transmittal Letter at 2.

<sup>6</sup> NAESB's Business Practice Standards for Coordinate Interchange state that "all requests to implement bilateral Interchange...between a Source [balancing authority area] and a Sink [balancing authority area], where one or both [balancing authority areas] are located in either the Eastern Interconnection or Western Interconnection, shall be accomplished by the submission of a completed and accurate [request for interchange] to the Sink [balancing authority area's] registered e-Tag Authority Service." NAESB Wholesale Electric Quadrant Standards for Coordinate Interchange, WEQ-004-1.

with its cap-and-trade program regulations as the purchasing-selling entity listed on the e-Tag for imports into California.<sup>7</sup>

3. On December 12, 2014, BART filed a Complaint against PG&E in Docket No. EL15-30-000 requesting that the Commission direct PG&E to continue providing a purchasing-selling entity identification for use by BART or its agents on the e-Tags necessary for the transmission of power from resources outside of the CAISO balancing authority area to BART.<sup>8</sup> In the Complaint, BART argued that PG&E had refused to renew the registration of its purchasing-selling entity identification, which BART stated had previously been used on its e-Tags for imports into CAISO. BART asserted that it could not register its own purchasing-selling entity identification and, thus, without PG&E's purchasing-selling identification, its e-Tags would be incomplete and CAISO would reject its import schedules, forcing BART to purchase replacement power at higher retail rates. BART claimed that PG&E's failure to renew the registration of its purchasing-selling identification constituted a breach of the Service Agreement and Initial BART Order, and violated the FPA.<sup>9</sup> In response to the Complaint, PG&E argued that it is neither the purchasing nor selling entity for BART's power purchases and, therefore, should not be reflected as such on BART's e-Tags.<sup>10</sup> Moreover, PG&E asserted that nothing in the Service Agreement requires it to maintain a purchasing-selling identification for BART's transactions. PG&E further explained that once BART registers its own purchasing-selling identification it will continue scheduling BART's interchange transactions and the e-Tags for those transactions will appropriately reflect BART as the purchasing-selling entity, rather than PG&E.<sup>11</sup>

4. On April 16, 2015, the Commission set the Complaint for hearing and settlement judge procedures and established a refund effective date of December 12, 2014.<sup>12</sup> In the Complaint Order, the Commission stated that the issues related to whether PG&E's refusal to renew its purchasing-selling entity identification is unjust, unreasonable, unduly discriminatory or preferential would be best examined at an evidentiary hearing.

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<sup>7</sup> PG&E Transmittal Letter at 2.

<sup>8</sup> Complaint Order, 82 FERC ¶ 61,282 at P 6.

<sup>9</sup> *Id.*

<sup>10</sup> *Id.* P 11.

<sup>11</sup> *Id.* P 12-13.

<sup>12</sup> *Id.* P 23.

The Commission also identified certain specific issues warranting further investigation for the Administrative Law Judge to consider during the hearing.<sup>13</sup>

## II. Instant Filing

5. PG&E proposes revisions to the Service Agreement conditioned upon the outcome of the pending Complaint proceeding. In the event that the Commission grants BART's Complaint in Docket No. EL15-30-000 and requires PG&E to register a purchasing-selling entity identification to be listed on the e-Tags for BART's imports, PG&E proposes modifications to the Service Agreement to recover any and all costs it would incur on BART's behalf as the purchasing-selling entity reflected on e-Tag transactions.<sup>14</sup> To recover these costs, PG&E proposes to add a new service, Purchasing-Selling Entity Service, under Schedule 7 in Appendix A of the Service Agreement. Under Schedule 7, PG&E proposes to pass through the costs of registering and maintaining the purchasing-selling entity identification, and the costs of the emission allowances used on BART's behalf. Specifically, PG&E proposes to charge BART, on a monthly basis, the costs associated with the proposed Purchasing-Selling Entity Service using a formula that calculates the sum of: (1) the most current 12-month average auction price of greenhouse gas allowances<sup>15</sup> multiplied by the carbon emissions associated with BART's total imports for that month; (2) any other greenhouse gas costs attributable to BART, for which PG&E must pay, including costs from third parties;<sup>16</sup> and (3) any costs associated with the registration and maintenance of the purchasing-selling identification, including the yearly registration costs<sup>17</sup> and costs for reports or audits related to the Purchasing-

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<sup>13</sup> *Id.*

<sup>14</sup> PG&E Transmittal Letter at 2-3.

<sup>15</sup> PG&E explains that this rate is the same rate that the California Public Utilities Commission (CPUC) approved for use by PG&E and other California utilities to compensate generators that procure greenhouse gas emission allowances as part of their power purchase agreements with the utilities. PG&E Filing, Exhibit 1 at 20:16-20.

<sup>16</sup> PG&E states that these third-party costs may include greenhouse gas costs associated with NCPA's purchasing-selling entity identification for BART's transactions, which began on March 7, 2015, should the Commission determine that PG&E was responsible for providing a purchasing-selling entity identification for BART's use during this time period. *Id.* at 21:4-8.

<sup>17</sup> PG&E states that the annual fee to register a purchasing-selling identification with Open Access Technology International, Inc. is less than \$1,000. *Id.* at 4:26-27.

Selling Entity Service or greenhouse gas costs.<sup>18</sup> PG&E also proposes to include an annual true-up as part of Schedule 7, which specifies that BART may submit the necessary data for the determination of any specified electric imports and the associated emission factors. This provision also states that PG&E will then submit this information to CARB and, once it is validated, issue any adjustments by recalculating the charges under proposed Schedule 7. PG&E estimates that the value of the emission allowances to cover BART's imports for the period of January 1, 2013, to December 31, 2014, amounts to \$3.86 million as calculated under proposed Schedule 7.<sup>19</sup> Finally, PG&E asserts that the addition of proposed Schedule 7 to the Service Agreement will not result in the double recovery or over-recovery of revenue because the wholesale services that PG&E provides to BART do not recover the costs of emission allowances.<sup>20</sup>

6. PG&E requests a retroactive effective date of January 1, 2013 for the revisions to the Service Agreement, stating that extraordinary circumstances support its request. PG&E explains that neither its Service Agreement nor OATT require PG&E to register a purchasing-selling entity identification for use on the e-Tags for BART's imports. PG&E adds that, if the Commission grants BART's Complaint, it would impose on PG&E costs that have never been contemplated by the Service Agreement or OATT and, moreover, are directly attributable to BART's energy imports.<sup>21</sup> Therefore, PG&E requests waiver of the 60-day prior notice requirements in section 35.3 of the Commission's regulations to allow its proposed revisions to the Service Agreement to become retroactively effective as of January 1, 2013.<sup>22</sup>

7. PG&E also requests waiver of certain cost of service statement requirements in section 35.13(h) of the Commission's regulations, specifically Statements AA through BM, except for Statements BG, BH, and BL, which PG&E states it included in the instant filing.<sup>23</sup> PG&E explains that its request for waiver is warranted because the service

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<sup>18</sup> PG&E estimates other costs associated with its registration and maintenance of the purchasing-selling identification at less than \$10,000 per year. *Id.* at 18:5-7.

<sup>19</sup> According to PG&E, the value of the emission allowances for BART's imports are approximately \$1,982,206 for 2013 and \$1,874,982 for 2014. PG&E states that it has not yet determined an estimate for 2015. *Id.* at 22:24-25.

<sup>20</sup> PG&E Transmittal Letter at 4.

<sup>21</sup> *Id.*

<sup>22</sup> *Id.* at 5.

<sup>23</sup> *Id.*

provided under proposed Schedule 7 is not based on the cost of service provided in a general rate case. Instead, PG&E states that its proposed revisions to the Service Agreement propose a rate under which it will only recover the costs of the allowances it will use for BART to comply with CARB's cap-and-trade requirements and any other costs that it incurs by maintaining a purchasing-selling entity identification for use on the e-Tags for BART's imports. PG&E adds that the Purchasing-Selling Entity Service and the charges it proposes under Schedule 7 are a pass-through of the CARB compliance costs for which it will not earn a return.<sup>24</sup>

8. Finally, because PG&E's proposed revisions to the Service Agreement are conditional upon the Commission granting BART's Complaint, which remains pending at this time, PG&E requests that the Commission consolidate the instant filing with the ongoing Complaint proceeding in Docket No. EL15-30-000 and decide the issues together.<sup>25</sup>

### **III. Notice and Responsive Pleadings**

9. Notice of PG&E's filing was published in the *Federal Register*, 80 Fed. Reg. 50,274 (Aug. 19, 2015), with interventions and protests due on or before September 2, 2015. Timely motions to intervene and protests were filed by BART and the NCPA. On September 9, 2015, PG&E filed an answer.

10. BART requests that the Commission reject PG&E's filing or, in the alternative, suspend the proposed rates for the full five-month period and conduct an evidentiary hearing.<sup>26</sup> BART argues that PG&E has failed to show that it incurs any costs in complying with CARB's cap-and-trade requirements that are not otherwise allocated to, and recovered from BART through the Service Agreement. BART also asserts that PG&E's proposed effective date of January 1, 2013, for the revised Service Agreement constitutes unlawful retroactive ratemaking and, therefore, should be rejected.<sup>27</sup>

11. BART argues that the CPUC retains authority over the recovery of compliance costs for CARB's cap-and-trade regulations and, therefore, this matter is outside of the Commission's jurisdiction.<sup>28</sup> BART explains that the costs PG&E seeks to pass through,

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<sup>24</sup> *Id.*

<sup>25</sup> *Id.* at 1.

<sup>26</sup> BART September 2, 2015 Protest at 1, 18 (BART Protest).

<sup>27</sup> *Id.* at 4.

<sup>28</sup> *Id.* at 5. BART states that the cap-and-trade regulations are designed to provide  
(continued ...)

according to the CPUC, should be recovered through generation rate components, which BART does not pay to PG&E. BART asserts that, to the extent the CPUC finds it appropriate, PG&E could allocate to BART a portion of its greenhouse gas compliance costs through its regulation of rates for distribution service that it provides to BART.<sup>29</sup> Nevertheless, BART asserts that the Commission should not preempt the CPUC's authority over the recovery of CARB compliance costs by California public utilities and that PG&E's filing, therefore, serves as an attempt to evade costs currently being recovered by retail ratepayers in accordance with California state law.<sup>30</sup>

12. Further, BART argues that PG&E has failed to comply with the Commission's requirement to submit detailed cost-of-service information to support its proposed rate increase.<sup>31</sup> Specifically, BART disagrees with PG&E's statement that the costs to be collected under the proposed Schedule 7 are different from costs that might otherwise be included in Statements AA through BM of a general rate case.<sup>32</sup> BART contends that the development of a full cost-of-service study pursuant to Section 35.13 of the Commission's regulations<sup>33</sup> is necessary to identify all relevant costs and associated offsets that PG&E is seeking to recover.<sup>34</sup> BART adds that this cost-of-service study should include the number of greenhouse gas emission allowances that CARB awarded to PG&E at no cost, and the disposition of such allowances to ensure that the charges PG&E seeks to pass through to BART are reasonably related to the costs it actually incurs.<sup>35</sup>

13. Similarly, BART contends that PG&E has failed to show that it has incurred any unrecovered greenhouse gas-related costs that are properly allocated to BART, as PG&E currently recovers all of its CARB compliance costs from retail ratepayers.<sup>36</sup> BART

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entities such as PG&E with incentives to reduce their emissions of greenhouse gases in California.

<sup>29</sup> *Id.*

<sup>30</sup> *Id.*

<sup>31</sup> *Id.* at 6.

<sup>32</sup> *Id.* at 7.

<sup>33</sup> 18 C.F.R. § 35.13 (2015).

<sup>34</sup> BART Protest at 7-8.

<sup>35</sup> *Id.* at 8.

<sup>36</sup> *Id.* at 9.

explains that each electrical distribution utility in California, including PG&E, receives greenhouse gas emission allowances from CARB at no cost to help offset its compliance costs. Further, BART asserts that its load is included in PG&E's total load for the purpose of determining the number of greenhouse gas emission allowances that PG&E receives at no cost.<sup>37</sup> Thus, BART argues that PG&E has failed to explain whether its compliance obligations have increased by virtue of being listed as the purchasing-selling entity on BART's e-Tags and whether this amount exceeds the number of offsetting allowances PG&E receives by including BART's load in its total load for calculating its allocation of greenhouse gas emission allowances.<sup>38</sup>

14. BART also opposes PG&E's request for a retroactive effective date of January 1, 2013, which BART contends violates the rule against retroactive ratemaking.<sup>39</sup> BART argues that PG&E has not established good cause for the Commission to waive the FPA's restriction on retroactive rate increases<sup>40</sup> and that PG&E's arguments do not relate to the circumstances in which the Commission has previously allowed a rate adjustment to take effect prior to a section 205 filing.<sup>41</sup> Moreover, BART claims that PG&E has failed to demonstrate that it actually incurred any unrecovered CARB compliance costs as a result of being listed as BART's purchasing-selling entity in 2013 and 2014. In fact, BART contends that, consistent with CARB's regulations, it is unlikely that PG&E will incur any penalties for failing to account for the appropriate number of emission allowances for BART's load during this period because BART's load is less than five percent of PG&E's total load.<sup>42</sup>

15. BART further objects to PG&E's proposal to pass through charges for greenhouse gas emission costs incurred by third parties to serve BART. BART asserts that it suffered damages as a result of PG&E's failure to renew its purchasing-selling entity identification, including both purchasing power at higher retail rates and compensating NCPA for providing a purchasing-selling identification for its imports and compensating

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<sup>37</sup> *Id.* at 10.

<sup>38</sup> *Id.* at 10-11.

<sup>39</sup> *Id.* at 12 (citing *City of Piqua v. FERC*, 610 F.2d 950, 954 (D.C. Cir. 1979); *Columbia Gas Transmission Corp. v. FERC*, 831 F.2d 1135, 1139-42 (D.C. Cir. 1987)).

<sup>40</sup> *Id.* at 15.

<sup>41</sup> *Id.* at 12-13 (citing *Illinois Power Marketing Company*, 149 FERC ¶ 61,072, at P 36 n.62 (2014)).

<sup>42</sup> *Id.* at 14.

NCPA for CARB compliance costs incurred in doing so.<sup>43</sup> BART explains that it may seek to recover these costs from PG&E, as PG&E's failure to renew its purchasing-selling entity identification constitutes a breach of the Service Agreement. BART argues, however, that PG&E's proposal to charge BART for these third-party greenhouse gas costs under the revised Service Agreement is unjust, unreasonable, and contrary to the FPA, as this would constitute retroactive ratemaking.<sup>44</sup> BART also contends that it has no obligation to indemnify PG&E for any damages related to PG&E's breach of the Service Agreement and, therefore, the Commission should reject PG&E's proposal to pass through any third-party costs for which it seeks reimbursement under proposed Schedule 7.<sup>45</sup>

16. BART also lists several flaws in PG&E's proposed Schedule 7, such as PG&E's failure to consider the greenhouse gas emission allowances it receives from CARB at no cost based on BART's load. BART argues that PG&E's cost-of-service formula should provide BART with credit for the allowances PG&E receives from CARB that are attributable to BART's load.<sup>46</sup> In addition, BART argues that PG&E's filing does not show that a market-based rate for greenhouse gas emission allowances is just and reasonable. BART also argues that PG&E's proposal to recover "any other greenhouse gas costs attributable to BART for which PG&E must pay" is unreasonably broad and vague.<sup>47</sup> Thus, BART asserts, to the extent PG&E seeks any specific costs associated with CARB compliance under the Service Agreement, PG&E should be required to make a separate filing with the Commission pursuant to section 205 of the FPA to identify the specific costs to be recovered and justify their allocation to BART.<sup>48</sup>

17. Finally, BART opposes PG&E's request to consolidate the instant filing with the pending Complaint in Docket No. EL15-30-000, arguing that the two proceedings involve entirely different subject matter and share no common issues of law or fact.<sup>49</sup> BART also asserts that PG&E's request for consolidation may delay the Commission's

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<sup>43</sup> *Id.* at 15.

<sup>44</sup> *Id.* at 16.

<sup>45</sup> *Id.* at 17.

<sup>46</sup> *Id.*

<sup>47</sup> *Id.* at 18.

<sup>48</sup> *Id.* at 18-19.

<sup>49</sup> *Id.* at 19-20.

resolution of the Complaint and/or affect how the Commission resolves the instant filing. Therefore, BART requests that the Commission reject PG&E's request to consolidate the instant filing with the Complaint proceeding.<sup>50</sup>

18. NCPA opposes PG&E's request for a retroactive effective date, arguing that there is no exception from the filed rate doctrine or the rule against retroactive ratemaking, even for extraordinary circumstances.<sup>51</sup> NCPA asserts that, if the Commission grants BART's Complaint and concludes that PG&E is required to register a purchasing-selling entity identification for use on e-Tags for BART's imports, PG&E cannot revise the Service Agreement retroactively.<sup>52</sup> Here, NCPA explains that the fact that a party is required to incur additional or unexpected costs to perform its contractual obligations does not necessarily excuse performance or require the payment of additional compensation *in quantum meruit* for the performance it made.<sup>53</sup> Accordingly, NCPA asserts that retroactive rate relief for PG&E is not available, even if the Commission grants BART's Complaint.

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<sup>50</sup> *Id.* at 20.

<sup>51</sup> NCPA September 2, 2015 Comments at 5 (citing *Mont.-Dakota Utils. Co. v. Nw. Pub. Serv. Co.*, 341 U.S. at 251).

<sup>52</sup> *Id.* (citing *Ark. La. Gas Co. v. Hall*, 453 U.S. 571, 577 (1981); *Transmission Agency of N. Cal. v. Sierra Pac. Power Co.*, 295 F.3d 918, 930 (9th Cir. 2002), *cert. denied*, 539 U.S. 914 (2003); *Mont.-Dakota Utils. Co. v. Nw. Pub. Serv. Co.*, 341 U.S. 246, 251 (1951); cf. *Ariz. Grocery Co. v. Atchison, Topeka and Santa Fe Ry. Co.*, 284 U.S. 370, 389-390 (1932)).

<sup>53</sup> *Id.* (citing *Transatlantic Fin. Co. v. United States*, 363 F.2d 312 (D.C. Cir. 1966)).

#### IV. Discussion

##### A. Procedural Matters

19. Pursuant to Rule 214 of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.214 (2015), the timely, unopposed motions to intervene serve to make the entities that filed them parties to this proceeding.

20. Rule 213(a)(2) of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.213(a)(2) (2015), prohibits an answer to a protest unless otherwise ordered by the decisional authority. We are not persuaded to accept PG&E's answer and will, therefore, reject it.

##### B. Commission Determination

21. Our preliminary analysis indicates that PG&E's revisions to the Service Agreement have not been shown to be just and reasonable and may be unjust, unreasonable, unduly discriminatory or preferential, or otherwise unlawful. Therefore, we will accept PG&E's proposed revisions to the Service Agreement for filing, suspend them for five months to become effective March 12, 2016, and make them subject to refund.

22. In *West Texas Utilities Co.*,<sup>54</sup> the Commission explained that, when its preliminary examination indicates that proposed rates may be unjust and unreasonable and may be substantially excessive, as defined in *West Texas Utilities Co.*, it would generally impose a five-month suspension. In this proceeding, we find that PG&E's proposed revisions to the Service Agreement may yield substantially excessive revenues. Accordingly, we will suspend PG&E's proposed revisions to the Service Agreement for five months and set the proposed rates for hearing and settlement judge procedures, as ordered below. We also find that PG&E's filing raises issues of material fact that are more appropriately addressed at hearing, as discussed further below.

23. Furthermore, given the common issues of law and fact, we will consolidate Docket Nos. ER15-2418-000 and EL15-30-000 for purposes of settlement, hearing, and decision. We find that consolidation will promote administrative efficiency and, thus, reject BART's argument that we should not consolidate these proceedings.

24. PG&E's request for a retroactive January 1, 2013 effective date is denied. We find that the filed rate doctrine and the rule against retroactive ratemaking preclude granting PG&E's request.<sup>55</sup> The filed rate doctrine "forbids a regulated entity to charge

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<sup>54</sup> *W. Texas Utils. Co.*, 18 FERC ¶ 61,189 (1982).

<sup>55</sup> *Ark. La. Gas Co. v. Hall*, 453 U.S. at 577; *Transmission Agency of N. Cal. v. (continued ...)*

rates for its services other than those properly filed with the appropriate federal regulatory authority.”<sup>56</sup> The related rule against retroactive ratemaking also “prohibits the Commission from adjusting current rates to make up for a utility’s over- or under-collection in prior periods.”<sup>57</sup> As a general rule, the filed rate doctrine dictates that, “once a rate is in place with ostensibly full legal effect and is not made provisional, it can then be changed only prospectively.”<sup>58</sup> Here, the Service Agreement on file as of January 1, 2013, did not permit recovery of costs associated with PG&E’s provision of the proposed Purchasing-Selling Entity Service. Therefore, we are not persuaded by PG&E’s assertion that extraordinary circumstances exist in this case. Moreover, BART cannot retroactively account for the imposition of additional charges associated with the proposed Purchasing-Selling Entity Service. Accordingly, we will deny PG&E’s request for a retroactive effective date and waiver of the 60-day prior notice period, which would generally result in an effective date of October 13, 2015; however, since we are suspending PG&E’s filing for five months, the effective date for the revised Service Agreement is March 12, 2016.

25. Finally, we grant PG&E’s request for waiver of the filing requirements under section 35.13 of the Commission’s regulations with respect to the specific cost-of-service statements noted above; however, this finding does not preclude parties at the hearing from demonstrating the need for additional information to allow for a full evaluation of PG&E’s proposed revisions to the Service Agreement. We also note that the parties will have the ability to request access to the privileged portions of PG&E’s filing pursuant to the Commission’s regulations.<sup>59</sup>

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*Sierra Pac. Power Co.*, 295 F.3d at 930; *Mont.-Dakota Utils. Co. v. Nw. Pub. Serv. Co.*, 341 U.S. at 251.

<sup>56</sup> *Ark. La. Gas Co. v. Hall*, 453 U.S. at 577.

<sup>57</sup> *Towns of Concord v. FERC*, 955 F.2d 67, 71 & n.2 (D.C. Cir. 1992).

<sup>58</sup> *Columbia Gas Trans. Corp. v. FERC*, 895 F.2d 791, 797 (D.C. Cir. 1990).

<sup>59</sup> 18 C.F.R. § 388.112(b)(2) (2015).

The Commission orders:

(A) PG&E's proposed revisions to the Service Agreement are hereby accepted for filing and suspended for five months to become effective March 12, 2016, subject to refund, as discussed in the body of this order.

(B) Pursuant to the authority contained in and subject to the jurisdiction conferred upon the Federal Energy Regulatory Commission by section 402(a) of the Department of Energy Organization Act and the FPA, particularly sections 205 and 206 thereof, and pursuant to the Commission's Rules of Practice and Procedure and the regulations under the FPA (18 C.F.R. Chapter I), a public hearing shall be held concerning the justness and reasonableness of PG&E's Service Agreement, as discussed in the body of this order. However, the hearing shall be held in abeyance to provide time for settlement judge procedures, as discussed in the body of this order.

(C) Docket Nos. ER15-2418-000 and EL15-30-000 are hereby consolidated for purposes of settlement, hearing, and decision, as discussed in the body of this order.

(D) The settlement judge or presiding judge, as appropriate, designated in Docket No. EL15-30-000 shall determine the procedures best suited to accommodate the consolidation ordered herein.

By the Commission.

( S E A L )

Nathaniel J. Davis, Sr.,  
Deputy Secretary.