

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298

Tel. No. (415) 703-1691



November 8, 2004

Advice Letter 2551-E/2551-E-A

Rose de la Torre
Pacific Gas & Electric
77 Beale Street, Room 1088
Mail Code B10C
San Francisco, CA 94105

Subject: Agreement with MetroFi, Inc. for unmetered electrical service

Dear Ms Smith:

Advice Letter 2551-E/2551-E-A is effective October 28, 2004. A copy of the advice letter is returned herewith for your records.

Sincerely,

A handwritten signature in cursive script that reads "Paul Clanon".

Paul Clanon, Director
Energy Division

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

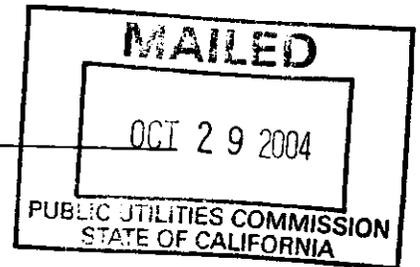
Energy Division

Resolution E-3899
October 28, 2004

R E S O L U T I O N

Resolution E- 3899. Pacific Gas and Electric Company (PG&E) requests approval of an Agreement for Unmetered Electrical Service between PG&E and MetroFi, Inc. (MetroFi). Approved as modified.

By Advice Letter 2551-E filed on September 9, 2003.



SUMMARY

PG&E's agreement with MetroFi for unmetered Service as filed in Advice Letter 2551-E is approved

- PG&E shall file a supplemental advice letter to update its list of contracts and deviations

BACKGROUND

PG&E and MetroFi agree that it would be most practical to serve radio transmitters via unmetered service

Pacific Gas and Electric Company (PG&E) hereby submits for approval, in accordance with Section X.A of General Order 96-A, an Agreement for Unmetered Electrical Service (Agreement) between PG&E and MetroFi, Inc. (MetroFi) dated September 7, 2004.

MetroFi, a provider of wireless, broadband internet service, uses radio transmitters attached to third-party-owned streetlights, to provide its services within PG&E's service territory. The Agreement provides for PG&E to charge MetroFi for unmetered electric service, through third-party-owned streetlight circuits, to MetroFi's radio transmitters.

Normally, a customer qualifying for and receiving unmetered service from

PG&E must take service directly from PG&E's distribution system and pay a separate customer charge under electric Schedule A-1 – *Small General Service*, for each unit receiving unmetered service. Because of the significant number of radio transmitter installations forecasted by MetroFi, both PG&E and MetroFi agree that it would be impractical to require each radio transmitter to take service directly from PG&E's distribution system. Additionally, both PG&E and MetroFi recognize it is a significant financial hindrance to assess a separate customer charge for each radio transmitter installed.

The agreement allows MetroFi to take energy from third-party-owned streetlight circuits instead of PG&E's distribution system

The Agreement provides for MetroFi to connect directly to, and to take energy from, third-party-owned streetlight circuits, instead of PG&E's distribution system. The Agreement also provides for PG&E to bill MetroFi a customer charge on a per city/county account basis, instead of a per-unit basis, to simplify billing procedures and reduce administrative costs.

Under the Agreement, MetroFi is responsible for obtaining any necessary rights or permission for the placement and use of the radio transmitters on third-party-owned streetlight circuits. As part of the transaction, MetroFi will sign PG&E's Absolving Service Agreement (Form 62-4501). MetroFi will also provide an irrevocable letter of credit in a form acceptable to PG&E to cover the faithful performance of MetroFi's obligations under the Agreement, including any costs associated with the disconnection or removal of the radio transmitters from the third-party-owned streetlight circuits.

PG&E will bill MetroFi under charges shown in Schedule A-1

MetroFi will be billed for its energy usage under charges shown in Schedule A-1 based on the kilowatt-hour demand shown in Attachment A to the Agreement. The billed amount and other non-tariff information may be subject to change. Attachment A may be revised due to changes in MetroFi's operating circumstances or changes in the current provisions or reporting requirements. The applicable customer charge in Schedule A-1, multiplied by a factor of thirteen (13), will replace the normal per unit customer charge. This customer charge is based on marginal cost calculations associated with the unique circumstances of MetroFi's radio transmitter installation.

PG&E believes that metering these installations would be impractical because of the size of the device and the method of attachment. Also, the electrical consumption by MetroFi's radio transmitters can be reasonably determined from manufacturer's specifications and test results, and operating characteristics of MetroFi's radio transmitters.

PG&E may audit MetroFi's inventory of transmitters

MetroFi will submit to PG&E a monthly inventory of all units installed, including GPS coordinates, to be entered into PG&E's billing system. PG&E has the right to hire an independent auditor, at the expense of MetroFi, to verify the accuracy of MetroFi's inventory reporting. PG&E may retroactively bill for any inaccuracies under existing tariffs.

The agreement mitigates concerns about potential electricity use without compensation

In a prior Resolution (E-3543; July 2, 1998), the Commission approved an Agreement between Metricom, Inc., a provider of wireless service, and PG&E for unmetered electric service. When Metricom went bankrupt, PG&E learned that Metricom had installed facilities without PG&E's knowledge and was using electricity without compensation. Further, PG&E was unable to disconnect these facilities from third-party fixtures, most often street lights belonging to municipalities because PG&E had not access to the fixtures.

In the proposed Agreement between PG&E and Metro-Fi, both parties have agreed to conditions (the audit, letter of credit, right-of-entry, and absolving service agreement) that would mitigate the problems that occurred with the Metrocom Agreement.

NOTICE

Notice of Advice Letter 2551-E was made by publication in the Commission's Daily Calendar. PG&E states that a copy of the Advice Letter was mailed and distributed in accordance with Section III-G of General Order 96-A.. In addition, telephone utilities were provided notice of availability of the Advice Letter.

PROTESTS

Advice Letter 2551-E was not protested.

DISCUSSION

The PG&E/MetroFi agreement will reduce costs

The Energy Division staff has reviewed Advice Letter 2551-E and its supporting documentation and finds that PG&E will recover its costs from MetroFi. Energy usage is billed at tariffed rates times the kilowatt-hour demand of the devices, thus MetroFi pays no more nor less than a similarly situated A-1 customer. The cost of separately billing the accounts is recovered by the customer charge. PG&E and MetroFi have agreed to provide a bill for each municipality¹ rather than for each device. This aggregation reduces the costs of PG&E and consequently for MetroFi, and it allows MetroFi to introduce a high technology service at a lower cost to its customers.

Moreover, with the conditions imposed on MetroFi, the Agreement is structured such that unexpected events would not place an unnecessary burden on PG&E or its ratepayers.

PG&E shall file a supplemental advice letter to update its list of contracts and deviations

In its advice letter, PG&E asserts that the filing of the advice letter is authority to revise its tariffs (*List of Contracts and Deviations*). PG&E is reminded that it needs Commission authorization for the Agreement in accordance with General Order 96-A. PG&E needs to file a supplemental advice letter correcting its *List of Contracts and Deviations*. The authority for the Agreement is this Resolution.

The proposed Agreement is reasonable and should be approved.

¹ A municipality is the largest aggregation that can be used since each municipality has a slightly different franchise factor.

COMMENTS

Parties to this resolution have stipulated to a waiver of the comment period pursuant to the Commission's Rule 77.7(g).

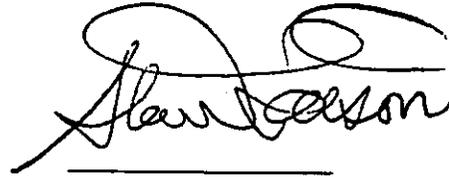
FINDINGS

1. PG&E filed Advice Letter 2551-E requesting the approval for an Agreement for unmetered electrical service between it and MetroFi, Inc.
2. PG&E will recover its costs from MetroFi.
3. The Agreement is structured such that unexpected events would not place an unnecessary burden on PG&E or its ratepayers.
4. The Agreement is reasonable and should be approved.
5. PG&E must add the MetroFi agreement to its list of contracts and deviations.

THEREFORE IT IS ORDERED THAT:

1. Pacific Gas and Electric Company's Advice Letter 2551-E is approved with modifications as described herein.
2. Within 7 days of today's date PG&E shall file a supplemental advice letter that adds this Agreement to the *List of Contracts and Deviations* under the authority of this Resolution. The supplemental advice letter shall be effective on today's date subject to Energy Division determining that it is in compliance with this order.
3. This resolution is effective today.

I certify that the foregoing resolution was duly introduced, passed and adopted at a conference of the Public Utilities Commission of the State of California held on October 28, 2004; the following Commissioners voting favorably thereon:

A handwritten signature in black ink, appearing to read "Steve Larson", written over a horizontal line.

STEVE LARSON
Executive Director

MICHAEL R. PEEVEY
PRESIDENT
CARL W. WOOD
LORETTA M. LYNCH
GEOFFREY F. BROWN
SUSAN P. KENNEDY
Commissioners



**Pacific Gas and
Electric Company**

Brian K. Cherry
Director
Regulatory Relations

77 Beale Street, Room 1087
San Francisco, CA 94105

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P.O. Box 770000
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September 9, 2004

Advice 2551-E
(Pacific Gas and Electric Company ID U 39 E)

Subject: Agreement with MetroFi, Inc. for Unmetered Electrical Service

Public Utilities Commission of the State of California

Pacific Gas and Electric Company (PG&E) hereby submits for approval, in accordance with Section X.A of General Order 96-A, an Agreement for Unmetered Electrical Service (Agreement) between PG&E and MetroFi, Inc. (MetroFi) dated September 7, 2004. The electric List of Contracts and Deviations has been revised to include the Agreement. The affected sheets are listed on the enclosed Attachment I.

Purpose

MetroFi, a provider of wireless, broadband internet service, uses radio transmitters attached to third-party-owned streetlights, to provide its services within PG&E's service territory. The Agreement provides for PG&E to charge MetroFi for unmetered electric service, through third-party-owned streetlight circuits, to MetroFi's radio transmitters.

Background

Normally, a customer qualifying for and receiving unmetered service from PG&E must take service directly from PG&E's distribution system and pay a separate customer charge under electric Schedule A-1—*Small General Service*, for each unit receiving unmetered service. Because of the significant number of radio transmitter installations forecasted by MetroFi, both PG&E and MetroFi agree that it would be impractical to require each radio transmitter to take service directly from PG&E's distribution system. Additionally, both PG&E and MetroFi recognize it is a significant financial hindrance to assess a separate customer charge for each radio transmitter installed.

The Agreement provides for MetroFi to connect directly to, and to take energy from, third-party-owned streetlight circuits, instead of PG&E's distribution system. The Agreement also provides for PG&E to bill MetroFi a customer charge on a

per city/county account basis, instead of a per-unit basis, to simplify billing procedures and reduce administrative costs.

Under the Agreement, MetroFi is responsible for obtaining any necessary rights or permission for the placement and use of the radio transmitters on third-party-owned streetlight circuits. As part of the transaction, MetroFi will sign PG&E's Absolving Service Agreement (Form 62-4501). MetroFi will also provide an irrevocable letter of credit in a form acceptable to PG&E to cover the faithful performance of MetroFi's obligations under the Agreement, including any costs associated with the disconnection or removal of the radio transmitters from the third-party-owned streetlight circuits.

Billing Charges

MetroFi will be billed for its energy usage under charges shown in Schedule A-1 based on the kilowatt-hour demand shown in Attachment A to the Agreement. The billed amount and other non-tariff information may be subject to change. Attachment A may be revised due to changes in MetroFi's operating circumstances or changes in the current provisions or reporting requirements. The applicable customer charge in Schedule A-1, multiplied by a factor of thirteen (13), will replace the normal per unit customer charge. This customer charge is based on marginal cost calculations associated with the unique circumstances of MetroFi's radio transmitter installation.

PG&E believes that metering these installations would be impractical because of the size of the device and the method of attachment. Also, the electrical consumption by MetroFi's radio transmitters can be reasonably determined from manufacturer's specifications and test results, and operating characteristics of MetroFi's radio transmitters.

MetroFi will submit to PG&E a monthly inventory of all units installed, including GPS coordinates, to be entered into PG&E's billing system. PG&E has the right to hire an independent auditor, at the expense of MetroFi, to verify the accuracy of MetroFi's inventory reporting. PG&E may retroactively bill for any inaccuracies under existing tariffs.

Protests

Anyone wishing to protest this filing may do so by sending a letter by **September 29, 2004**, which is 20 days from the date of this filing. The protest must state the grounds upon which it is based, including such items as financial and service impact, and should be submitted expeditiously. Protests should be mailed to:

IMC Branch Chief – Energy Division
California Public Utilities Commission
505 Van Ness Avenue, 4th Floor
San Francisco, California 94102

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

Protests also should be sent by e-mail and facsimile to Mr. Jerry Royer, Energy Division, as shown above, and by U.S. mail to Mr. Royer at the above address.

The protest should be sent via both e-mail and facsimile to PG&E on the same date it is mailed or delivered to the Commission at the address shown below.

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

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

Effective Date

PG&E requests that this advice filing become effective on regular notice, **October 19, 2004**, which is 40 days after the date of filing.

Notice

In accordance with General Order 96-A, Section III, Paragraph G, a copy of this advice letter is being sent electronically and via U.S. mail to parties shown on the attached list. Address changes should be directed to Rose de la Torre at (415) 973-4716. Advice letter filings can be accessed electronically at:

<http://www.pge.com/tariffs/>



Director, Regulatory Relations

Attachments

**ATTACHMENT I
ADVICE 2551-E**

<u>Cal. P.U.C. Sheet No.</u>	<u>Title of Sheet</u>	<u>Canceling Cal P.U.C. Sheet No.</u>
22104-E	List of Contracts and Deviations (Cont'd.)	19352-E
22105-E	Table of Contents (Cont'd.)	21637-E
22106-E	Table of Contents	22103-E



LIST OF CONTRACTS AND DEVIATIONS
(Continued)

Name and Location of Customer PG&E Installation Reference No.	Type or Class of Service	Execution and Expiration Dates	Commission Authorization Number and Date	Most Comparable Regular Tariff	
				Schedule or Rule No.	Contract Difference
MISSION TRAIL REGION					
(Cont'd.)					
<u>Other Customers (Cont'd.)</u>					
Qume Corp. International Business Park in San Jose	Coml	4-10-79 ---	---	Rule 2	Cost of Ownership Charge
Santa Maria Radiology Lab Santa Maria	Coml	5-22-79 ---	---	Rule 2	Cost of Ownership Charge
Peninsula Volunteers, Inc. Menlo Park	Domestic	11-1-79 ---	Res. E-1876 4-2-80	Rule 18	Master Metered
Union Oil Company Santa Maria	General Services	5-5-88 5 Years	D.88-08-056 8-24-88	E-20	Special Rate
Union Oil Company Santa Maria	General Services	12-27-91 ---	D.90-12-128 12-27-90	E-20	Special Rate Amendment
Marilyn Creer Canada Road	Domestic	9-1-92	Res. E-3260 3-31-92	Rule 15 Sect. E7	Uneconomic Line Purchase
TCI Cablevision of California, Inc. Santa Clara, Santa Cruz, and Monterey Counties	New Business	11-27-02 3 Years	Advice 2314-E	Rule 15 and Rule 16	Designated Workgroup Agreement
MetroFi, Inc. Mountain View	Coml	9-7-04	Advice 2551-E	Schedule A-1	Unmetered Electric Service (N) (N)

*1 to *4 See last page of Electric Contracts and Deviations Section for explanation of footnotes.

(Continued)



TABLE OF CONTENTS
(Continued)
MAPS, CONTRACTS AND DEVIATIONS

<u>RULE</u>	<u>TITLE OF SHEET</u>	<u>CAL P.U.C. SHEET NO.</u>
SERVICE AREA MAPS:		
	Boundary Lines	10534-E
Map A	Lassen Municipal Utility District/Surprise Valley	10423-E
Map B	Sacramento Municipal Utility District	4524-E
Map C	Modesto Irrigation/Turlock Irrigation District	4525-E
Map D	SoCalEdison	4671-E
Map E	Palo Alto	4672-E
Map F	Redding	13310-E
Map G	Healdsburg	13079-E
Map H	Lompoc	13372-E
Map I	Gridley	13780-E
Map J	Presidio of Monterey, Monterey County	21634-E
LIST OF CONTRACTS AND DEVIATION		13819,13794,21541,21542,12000,12001,13672,12003,19350, 11435,12004,19351,12006,21635,21636,12008,12009,11191,12010,11193,11194,11195,12969,22104,12012, 13466,12014,12015,13296,12955,19353,12018 to 12024,17259,12026,13092,11211,12027,12028,16703, 12030,12031,14035,11217,12032,20482,11219,12034,20831,12036,11223,11986,11987,17007,16898,11227-E

(T)

(Continued)



TABLE OF CONTENTS

	CAL P.U.C. SHEET NO.	
Title Page	8285-E	
Table of Contents:		
Rate Schedules	22106,22102,22085,21816-E	(T)
Preliminary Statements	21813,21010,21644-E	
Rules, Maps, Contracts and Deviations	22105-E	(T)
Sample Forms	19880,20472,21583,19236,20509,19572,21472-E	

RATE SCHEDULES

SCHEDULE	TITLE OF SHEET	CAL P.U.C. SHEET NO.
RESIDENTIAL RATES		
E-1	Residential Service	21708,22028,21219,19910,21220,21221-E
E-2	Experimental Residential Time-of-Use Service	21222,21710,22029,21712,22030,21227,22031,21229,22032,21231,21614,21232,21233-E
E-3	Experimental Residential Critical Peak Pricing Service	21234,21716,22033,21718,22034,21239,22035,21241,22036,21243,21615,19896,21244-E
EE	Service to Company Employees	21245-E
EM	Master-Metered Multifamily Service	21722,22037,21248,20648,21249,21250-E
ES	Multifamily Service	21724,22038,21253,21254,21255,21256-E
ESR	Residential RV Park and Residential Marina Service	21726,22039,21259,20657,21260,21261-E
ET	Mobilehome Park Service	21728,22040,21264,21265,21266,21267-E
E-7	Residential Time-of-Use Service	21268,21730,22041,21271,21272,21273-E
E-A7	Experimental Residential Alternate Peak Time-of-Use Service	21274,21732,22042,21277,21278,21279-E
E-8	Residential Seasonal Service Option	21734,22043,21571,21283-E
E-9	Experimental Residential Time-of-Use Service for Low Emission Vehicle Customers	20891,21736,22044,21738,22045,21288,21289,21290,21291-E
EL-1	Residential CARE Program Service	21292,22046,21294,21295,21296-E
EML	Master-Metered Multifamily CARE Program Service	21297,22047,21299,21300,21301-E
ESL	Multifamily CARE Program Service	21742,22048,21304,21305,21306,21307-E
ESRL	Residential RV Park and Residential Marina CARE Program Service	21744,22049,21310,21311,21312,21313-E
ETL	Mobilehome Park CARE Program Service	21746,22050,21316,21317,21318,21319-E
EL-7	Residential CARE Program Time-of-Use Service	21320,21321,22051,21323,21324,21325-E
EL-A7	Experimental Residential CARE Program Alternate Peak Time-of-Use Service	21326,21327,22052,19783,21329,21330-E
EL-8	Residential Seasonal CARE Program Service Option	21331,22053,21572,21334-E
COMMERCIAL/INDUSTRIAL		
A-1	Small General Service	21751,22054,21337,21338,21339-E
A-6	Small General Time-of-Use Service	21340,21753,22055,21343,21344,21345-E
A-10	Medium General Demand-Metered Service	21346,22056,22057,22058,22059,21351,21352,21353,21354,21355-E
A-15	Direct-Current General Service	22060,21357-E
E-19	Medium General Demand-Metered Time-of-Use Service	21358,17092,21359,17900,21760,22061,21762,22062,21364,20932,20723,21365,18864,18039,20933,18865,16414,15330,20512,21764,22063,21368,20935,21369,20729,19805,21370,21371-E
E-20	Service to Customers with Maximum Demands of 1,000 Kilowatts or More	21372,21373,21766,22064,21377,21376,19314,20736,21378,18044,20942,18867,15356,21379,15358,20513,21768,22065,21382,20944,17101,20945,21383-E

(Continued)



Agreement for Unmetered Electrical Service*

<u>Reference</u>	<u>Distribution</u>
PM# _____	Original: CRT Records _____
BD# _____	Customer _____
	Copies: Area/Division _____
	T&C _____

This Agreement for Unmetered Electric Service ("Agreement") between MetroFi, Inc., a Delaware corporation ("Customer") and Pacific Gas and Electric Company (the "Company") is to establish and govern the provisions of unmetered electric service provided by the Company for Customer's radio transmitter equipment described in Attachments to this Agreement.

WHEREAS, Customer intends to use radio transmitters attached to government-owned streetlights to provide its service at various locations in the Company service territory in the State of California;

WHEREAS, in the Company's opinion, it would be impractical to install electric meters at the requested locations and for radio transmitters installed subject to this Agreement;

WHEREAS, the consumption of electricity by Customer at such locations and for radio transmitters can be reasonably determined from Manufacturer's specifications and operating characteristics of the Customer and the radio transmitters; and

WHEREAS, pursuant to the Company's Electric Preliminary Statement Part A.6.a, Customer and the Company agree that, in lieu of installing meters at each location, the Company shall provide unmetered electric service for Customer's radio transmitters in accordance with the following terms and conditions.

NOW, THEREFORE, in consideration of the terms, and covenants contained herein, Customer and Company hereby agree as follows:

1. Customer's radio transmitters that are the subject of this Agreement are identified in the data sheets set forth in Attachment A (the "Equipment"). The Equipment will be installed by Customer on government-owned streetlight facilities and connected to the government-owned streetlight circuit wire. Each location will be grouped in a specific account, which account will be designated by either the city or unincorporated county where the radio transmitters are located. The account will be billed on the Company's regular monthly billing cycle for unmetered loads. Billing of fixed usage shall be done under the rate schedule indicated on Attachment A. In addition, a specific customer charge of the standard A-1 customer charge multiplied by a factor of thirteen (13) will be assessed for each grouped account in lieu of the standard A-1 customer charge per unit. Energy billing will be based on the methodology described in Paragraph 4 below.
2. Each individual piece of Equipment shall constitute a separate unit for purposes of this Agreement. The method of determining the electric usage for each unit shall be as follows:
 - a. The unit will be billed at the full rated input on a 24-hour basis, or the weighted average usage shown in test results as verified by the manufacturer or an independent laboratory, and acceptable to the Company. Usage must be equal to or less than 110 kiloWatt-hours (kWhrs) or 150 Watts rated input.



Agreement for Unmetered Electrical Service*

- b. Nothing in this Agreement prevents the Customer from requiring metered service pursuant to the provisions of the Company's standard tariffs.
 - c. Customer shall provide the Company with all of the information set forth in Attachment A, including without limitation, the description of the equipment model, type, unit and load, prior to the installation of any Equipment.
3. The monthly charge will be based on the monthly kWh calculated from the rated input or weighted average input, multiplied by 731 hours per month (for 24-hour continuous usage) under Paragraph 2.a, above.
4. Pursuant to Section D of the Company's electric Rule 3, Customer will promptly furnish the Company with notice of any changes in the connected or rated electrical loads or operating characteristics of such load for Equipment and each location for which service is provided under this Agreement. Customer shall also furnish the Company with information, in a format acceptable to the Company, verifying and reconciling the Equipment at each service location and reflecting the net result of any installations and removals. The information to be reported is described in Attachment A. The information shall be provided prior to service under this Agreement, and thereafter, the information shall be updated by the Customer in a timely manner on a regular schedule to be specified by the Company. If it is determined that electrical load is connected that has not been accurately reported to the Company by Customer, such load will be billed in accordance with electric Rules 17, 17.1, and 17.2 as applicable, and Customer shall pay the applicable charges for such electrical load, calculated in accordance with Paragraphs 2 and 3, above. The Company reserves the right to field or bench test Customer's equipment or units to verify the inputs described in Paragraph 2.a, above.
5. Auditing may be conducted at the Company's sole discretion. Auditing may commence following the first anniversary of the effective date this Agreement (as defined below). The audit will be conducted by an independent auditor selected by the Company. The cost of the audit shall be at the sole expense of the Customer. In the event that the first audit establishes that the inventory and other information provided by Customer under Paragraph 4 of this Agreement is at least 95% accurate in each account, then Customer shall be responsible for the cost of future audits once every three (3) years, unless Company discovers nonconformance with any other provision of this Agreement. Customer will provide a complete and accurate inventory and other information as required in Paragraph 4 and in Attachment A. Customer shall provide access to the Equipment and provide assistance to the Company and its auditor to accomplish the audit, including, without limitation, identifying, locating and accessing the Equipment. The Company shall have the right to collect all costs associated with any additional work, including but not limited to, field verification or auditing of devices, bench testing, field amp reads, calculations of loads not required with meter reads, that would otherwise not be incurred in serving metered facilities.
6. Customer acknowledges that this Agreement constitutes a deviation from the Company's electric Rule 16 requirements relating to serving load over private lines. Customer will sign the Company's Absolving Service Agreement, form 62-4501, a copy of which is attached hereto as Attachment B. Customer acknowledges that any interruptions in service caused by private third party line operation are not the responsibility of the Company.
7. Neither this Agreement nor conditions of electric service hereunder shall constitute permission or authorization for any use or occupation of the Company's facilities or facilities of any third party by Customer.



Agreement for Unmetered Electrical Service*

8. Except as specifically provided otherwise herein, service furnished in accordance with this Agreement shall be subject to Company's applicable tariffs on file with the California Public Utilities Commission ("Commission"). This Agreement shall at times be subject to changes or modification by the Commission as said Commission may, from time, to time direct in the exercise of its jurisdiction.
9. Customer's Equipment shall be installed, maintained and operated at all times in accordance with all applicable laws, rules and regulations by any governmental authority with jurisdiction.
10. This Agreement shall remain in effect until terminated. This Agreement may be terminated upon forty-five (45) days prior written notice: a) by either party, which shall result in termination of service; or b) by Company upon Customer's default of any of the stated terms, agreements, covenants, conditions and provisions of this Agreement or non-conformance with Company's other applicable tariffs. Any notice for termination of this Agreement for default shall specify the nature of the default. Customer may utilize the forty-five (45) days from issuance of such notice to cure the specified default (or in the event of a default which requires in excess of forty-five (45) days to cure, such additional time as is approved in writing by the Company). Timely cure of a specified default will avoid termination for that default. Customer expressly acknowledges that the Company shall not be liable for any costs, expenses, damages, claims or the like caused by or arising out of the Company's termination of this Agreement, including but not limited to any rearrangement, relocation, removal or disconnection expenses. Customer's right to cure a default under this Paragraph 10 shall not apply to the provisions in Paragraph 22 that specify certain timeframes to reinstate a performance bond or letter of credit. Company may continue to provide service to Customer's Equipment provided that a) a subsequent executed superseding agreement governing the terms of unmetered service has gone into effect prior to the termination of this Agreement; or b) a meter has been installed and the service has been transferred to metered status.
11. The Company may at a later date, upon ninety (90) days prior written notice, require metering of new, existing, additional, rearranged or relocated equipment that would otherwise register on its metering devices with then available practical technology, and decline to provide or continue providing unmetered service.
12. Nothing in this Agreement shall preclude the Company from requesting authority from the Commission to implement an electric tariff for unmetered service. If an unmetered electric service tariff is approved for the Company, it shall apply to Customer's installations under this Agreement.
13. If Customer acquires additional unmetered load through merger, purchase, or other forms of acquisitions, all acquired unmetered facilities become subject to this Agreement, and billing will be adjusted as required by this Agreement. Customer must provide equipment specifications for the creation of an amended Attachment A form if such load has not previously been identified to Company. If any person, corporation or other entity acquires control of Customer or acquires all or substantially all of Customer's interest in the Equipment, any assignment or attempted assignment of this Agreement shall be subject to the provisions of Paragraph 18.
14. This Agreement shall supercede existing letters of understanding, agreements and contracts, whether verbal or written, for the provision of unmetered services.
15. The Company is authorized to modify the form of Attachment A at its sole discretion and at any time require additional information from Customer for the purpose of this Agreement, including without



**Pacific Gas and
Electric Company**

Agreement for Unmetered Electrical Service*

limitation, accurate data concerning equipment, maintaining accurate records, and promoting accurate and efficient billing.

16. All notices required herein shall be given in writing and delivered personally, by United States Postal Service or other nationally recognized courier service to the appropriate address below. Addresses may be changed by the Company or Customer as business needs change.

Customer: MetroFi, Inc.

Pacific Gas and Electric Company

Address: 2465 LATHAM SUITE 300
MOUNTAIN VIEW, CA 94040

Customer Revenue Transactions
Address: _____

Attn: ACCTS PAYABLE

Attn: Unmetered Electric Usage

Customer's bill shall be mailed to the address listed below and in Attachment A.

Billing Name: METROFI
Address: 2465 LATHAM SUITE 300
MOUNTAIN VIEW, CA 94040
Attn: ACCTS PAYABLE

17. The waiver by either Party of any default in the performance, or failure to insist on strict performance, by the other or any covenant or condition contained herein shall not be construed to be a waiver of any preceding or subsequent default of the same or any other covenant contained herein.
18. Customer may, with the Company's written consent, assign this Agreement if the assignee thereof agrees in writing to perform Customer's obligations. Such assignment will be deemed to include, unless otherwise specified therein, all of the Customer's rights to any refunds which might become due upon discontinuance of service contracted. Customer remains liable for any charges until such time this Agreement is terminated or assigned.
19. Customer shall be responsible for obtaining any necessary rights or permission for the placement and use of the Customer's Equipment on government-owned streetlight facilities, including all California Environmental Quality Act permits required by an authorized permitting entity. Customer shall obtain any such necessary rights from Granting Authorities and provide written evidence to the Company that it has secured such rights before energizing its Equipment. Customer shall also obtain the irrevocable permission from such Granting Authorities, in the form set forth in Attachment C to this Agreement, authorizing the Company to access such government-owned streetlight facilities in accordance with this Agreement, including without limitation, the right to field or bench test, or to disconnect or remove Customer's Equipment from the streetlight facilities in the event of a default under this Agreement. "Granting Authority(ies)" means those persons or entities from whom the Customer has received permission to attach the Equipment and includes both governmental and non-governmental entities and persons. Customer shall also remedy at its expense, any notices of violation or infractions imposed on the Company as a result of the Customer's installation or operation of the Equipment, including, without limitation, any infractions under the Commission's General Order 95.



Agreement for Unmetered Electrical Service*

20. Upon termination of this Agreement, Customer shall promptly remove or disconnect its Equipment from the government-owned streetlight facilities. Should Customer fail satisfactorily to disconnect or remove its Equipment from the streetlight facilities within thirty (30) days of the termination date, the Company shall have the option, but not the obligation, following notice to Customer, to undertake such actions at Customer's expense, and Customer shall have no claim for damages against the Company for such action. In the event that the Company disconnects or removes Customer's Equipment, Customer shall remain liable for satisfying any obligation that Customer may owe to any Granting Authorities for the removal or disposal of such Equipment. In the event the Company removes Customer's Equipment, Customer shall promptly take possession of the Equipment. In the event that Customer fails to take possession of such Equipment within ninety (90) days after written notice to Customer, then, at the Company's sole option, such Equipment shall either become the property of the Company without compensation therefor, or the Company may dispose of the Equipment at the expense of Customer. The provisions of this Paragraph 20 shall survive any termination of this Agreement.
21. Customer shall indemnify and hold harmless Company, its officers, agents and employees, against all loss, damage, expense and liability resulting from injury to or death of any person, including but not limited to employees of Company, Customer or any third party, of from loss, destruction or damage to property, including but not limited to property of Company, Customer, or any third party, arising out of or in any way connected with the performance of this Agreement, however caused, except to the extent caused by the active negligence or willful misconduct of Company, its officers, agents and employees. Customer will, on Company's request, defend, any suit asserting a claim covered by this indemnity. Customer will pay all costs that may be incurred by Company in enforcing this indemnity, including reasonable attorneys' fees.
22. To cover the faithful performance by Customer of its obligations under this Agreement, Customer shall be required to furnish an unconditional irrevocable letter of credit issued by a financial institution acceptable to the Company. Said letter of credit shall be in such form approved in writing by the Company and in such amount as the Company shall specify from time to time based on the financial exposure associated with any default under this Agreement, including the cost to remove the Customer's Equipment from government-owned streetlights. Said bond or letter of credit shall be maintained in full force and effect throughout the term of this Agreement. The amount of said bond or letter of credit shall be initially set at Twenty-Five Thousand Dollars (\$25,000). Customer shall furnish such performance bond or letter of credit on or before the effective date of this Agreement, and remain in full force thereafter for a period of one year. Said bond or letter of credit shall provide ninety (90) days advance written notice to the Company of expiration, cancellation or material change thereof. Said bond or letter of credit will automatically extend for additional one-year periods from the expiration date, or any future expiration date, unless the surety or financial institution provides to the Company, not less than ninety (90) days' advance written notice, of its intent not to renew such bond or letter of credit. The liability of the surety under said bond or the financial institution under said letter of credit shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the surety as supplements thereto. Failure of Customer to obtain a bond or letter of credit as specified will be cause to terminate this Agreement. If the surety on the bond or financial institution issuing the letter of credit should give notice of the termination of said bond or letter of credit and if Customer does not reinstate the bond or letter of credit or obtain a bond or letter of credit from another surety of financial institution that meets the requirements of this Paragraph 22 within fifteen (15) days after written notice from the Company, the Company may by written notice to Customer terminate this Agreement.



**Pacific Gas and
Electric Company™**

Agreement for Unmetered Electrical Service*

23. All exhibits attached to or referred to in this Agreement are incorporated herein by such references as if fully and specifically set forth herein. A list of exhibits follows:

LIST OF ATTACHMENTS

<u>Attachment No.</u>	<u>Description</u>
A	Applicable rate schedule
B	Absolving Service Agreement
C	Right of Entry from Granting Authority

24. Company will advise file a copy of this Agreement upon execution by Company and Customer with the Commission pursuant to General Order 96-A, Section X.A. It shall become effective and binding upon Company's filing it with the Commission pursuant to General Order 96-A, Section X.A (the Effective Date) and Company shall provide a conformed copy of its filing to Customer. Once effective, this Agreement shall continue in force until it is terminated by the either party.

METROFI, INC.

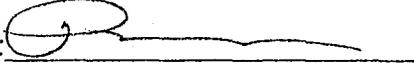
PACIFIC GAS AND ELECTRIC COMPANY

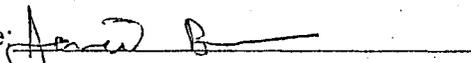
Title: CHIEF STRATEGIST & CO-FOUNDER

Title: Director Rates & Tariffs

Name (Print): PANKAJ SHAH

Name(Print): Janice Berman

Signature: 

Signature: 

Date: SEPTEMBER 2, 2004

Date: September 7, 2004



Attachment A to Agreement for Unmetered Services
Date of Agreement
Date of this attachment

Distribution: Original CRT, Customer
 Copy Divisions, G.O. Service Planning

Applicant: MetroFi, Inc.
 Address: 2465 Latham St. Suite 300
Mountain View, CA 94040
 Billing Name: MetroFi, Inc.
 Address (if different from mailing) 2465 Latham St. Suite 300 ATTN: Accounts Payable
Mountain View, CA 94040

Equipment billing information (to be completed by Pacific Gas and Electric Company)

Manufacturer/model or series _____
 Equipment type Wireless Internet Equipment

Basic calculation for monthly kilo-Watt hours rounded to the nearest whole kWhr for billing.
 (((Nominal voltage x Rated Amps)x operational rating%)/1000)x hours of operation
 Use 731 hours for 24hr continuous load, and 335 hours for photo controlled load.

Rate schedule	Nominal volts	Amps rating	Rating %	Operating hours	kWhrs/Mo billing
A1					

Applicant must provide the following:

- Equipment model, type and unit identification if established
- Input ratings in amps, nominal volts (documented measured load for grand fathered equipment)
- Description of apparatus, if any, which controls hours of equipment operation, photo control, time clock or other.
- Operating characteristics including range of efficiency rating, selectable range of voltages, and any other information deemed necessary by PG&E Co. to accurately establish billing amounts.
- Additional documentation and attachments as required by Pacific Gas and Electric Company Pursuant to paragraph 5 of the Agreement, for billing reporting, information required includes, but is not limited to:**
- Equipment model, unit identification number and location identification number if established
- Equipment location (e.g.. street address, Joint pole number, postmile, GPS coordinate, or other acceptable identification)
- Notification of the location and description of equipment which has been removed or which has been installed and connected
- Notification of changes in equipment loading ratings and efficiency factors
- Notification of tax exemptions which apply to the provisions of service under this Agreement
- Provide the following when requesting service through Pacific Gas and Electric Company local offices**
- A copy of the Agreement and Attachment for Unmetered Services
- Necessary information to complete a Electric Rule 3 request for service.

Automated Document, Preliminary Statement, Part A.

Tariffs and Compliance
 Advice 2551 - E
 Date: September 2004



Pacific Gas and Electric Company
Absolving Service Agreement¹

DISTRIBUTION:

REFERENCE:

- APPLICANT (Original) _____
- DIVISION (Original) _____
- ACCTG. SVCS. (Original) _____

1. _____
 (Applicant) having requested Pacific Gas and Electric Company (Pacific), to supply all of the _____ service, hereinafter called "service," required for the operation of Applicant's equipment and apparatus, located at _____

_____ County, State of California, Pacific shall, subject to the conditions hereof, install its distribution facilities without undue delay and supply such service in accordance with its applicable rates and rules established from time to time and on file with the Public Utilities Commission of the State of California, and as provided in a written agreement for service, if any, attached hereto and made a part hereof.

2. In order for Pacific to supply and/or for Applicant to receive such service, it will be necessary for (check appropriate item or items):

- Pacific to utilize certain of its existing facilities considered by Pacific to be of questionable permanency.
- Pacific to install and utilize certain of its facilities on property across which suitable permanent rights of way are not available on a basis acceptable to Pacific.
- Applicant to use service facilities owned by the hereinafter named licensor.
- Applicant to install and use service facilities on, over, or under property owned by the hereinafter named _____ licensor.

Said facilities and/or property are shown and delineated on the map attached hereto and made a part hereof.

3. Applicant has represented and does hereby represent to Pacific that he has obtained permission to use the said certain service facilities and/or to install and use facilities on, over, and under property owned by the following named Licensor:

NAME _____
 ADDRESS _____

4. Applicant shall hold harmless Pacific, its officers, agents, and employees from and indemnify them against any liability, claim, or loss for damage to any property or injury to or death of any person or persons in any way arising from or connected with the service facilities owned by Licensor or Applicant, as the case may be, used by Applicant to receive service hereunder and Pacific shall have no obligation with respect to the operation or maintenance thereof.

5. Should Pacific desire to remove or abandon its facilities of questionable permanency or in the event of the revocation of Pacific's or Applicant's right or permission to locate facilities on property owned by others or on lands across which suitable permanent rights of way are not available, or should Applicant's permission to use Licensor's facilities be terminated, or should Licensor's or Applicant's facilities at any time become unsafe or unsuitable in Pacific's opinion for transmitting service, Pacific shall have the right to remove or abandon any of its facilities and discontinue service to Applicant and in any such event, Pacific, shall be absolved of and from any and all liability to Applicant for and Applicant shall indemnify Pacific, its officers, agents and employees against any and all damage, whether to person or property, which Applicant or any third party may suffer by reason of or in any way connected with such discontinuance of service. Pacific will relocate its facilities upon request provided suitable rights of way are available therefore and Applicant first pays to Pacific the cost of such relocation as estimated by Pacific.

6. All service furnished by Pacific to Applicant will be supplied at the connection between Applicant's or Licensor's facilities, as the case may be, and Pacific's facilities, hereinafter called "point of delivery," and will be transmitted therefrom by Applicant at latter's own risk, provided, however, that for the convenience of the parties hereto, but without in any way changing said point of delivery Pacific may transform or regulate and meter said service at a point agreeable to the parties hereto.

7. Applicant may, with Pacific's written consent, assign this contract if the assignee thereof will in writing agree to be bound by all terms and conditions hereof applicable to Applicant and the terms and conditions of any then effective service agreement between the parties hereto for service to said property.

¹ Automated document, Preliminary Statement, Part A.

8. This agreement shall remain in force so long as Pacific provides service to Applicant on said property unless earlier terminated by mutual agreement by the parties hereto.

9. This contract shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California, as said Commission may, from time to time, direct in the exercise of its jurisdiction.

Executed this _____ day of _____, 20_____.

Applicant PACIFIC GAS AND ELECTRIC COMPANY

By _____ By _____
Its Manager, Division

Mailing Address



**Pacific Gas and
Electric Company**TM

Right of Entry Agreement

Distribution
Original: Applicant
Copy: Division

References:
E-PM#
Retirement#

[CITY/COUNTY/STATE] of _____ (Agency), has elected to enter into this Right of Entry Agreement (Right of Entry) with PACIFIC GAS & ELECTRIC COMPANY (Licensee), a California corporation.

WHEREAS, Agency owns, operates and maintains certain overhead electric streetlight facilities located in the geographic areas of its political jurisdiction, including poles, arms, other related equipment (the "Street Light Poles");

WHEREAS, Agency has entered into a Street Light Pole Contact Agreement with MetroFi, Inc., a Delaware corporation ("MetroFi") relating to the attachment of MetroFi's radio, wire, cable, fiber, amplifiers, switching, processing and distribution components of MetroFi's broadband telecommunications system ("Communications Equipment") to the Agency's Street Light Poles or street light arms attached to utility poles;

WHEREAS, Licensee has entered into a Unmetered Service Agreement with MetroFi relating to Licensee's provision of electric service to MetroFi's Communication Equipment;

WHEREAS, Licensee requires access to MetroFi's Communication Equipment for the purpose of inspection, field or bench tests, and in the event of default under the Unmetered Service Agreement between Licensee and MetroFi, to disconnect or remove the Communication Equipment from the Agency's Street Light Poles; and

WHEREAS, Licensee is responsible to disconnect electric load under certain conditions, and Licensee seeks to maintain its right with respect to the energy connection to MetroFi's Communication Equipment, while at the same time respecting the Street Light Pole Contact Agreement entered into between Agency and MetroFi.

NOW THEREFORE, Agency and Licensee agree to cooperate by entering into this Right of Entry to allow access to the Street Light Poles subject to the following terms and conditions:

1. Agency hereby grants to Licensee and Licensee's agents, consultants, and contractors access to the Street Light Poles, including ingress and egress to such Street Light Poles on any property owned or controlled by Agency, and any easements or rights of way of Agency. Licensee, at its sole risk and expense, shall be entitled to inspect, field or bench test, disconnect (including the right to sever wire(s) leading from the photocell or at other point on Street Light Pole to the Communication Equipment) or remove the Communication Equipment, at any time and from time to time during the entire term of this Right of Entry. Licensee shall perform all work in compliance with applicable federal, state, and local laws, rules and regulations, provided however, that Licensee shall not be required by Agency to obtain any further licenses, encroachment permits or other forms of permission for such work. Any work performed by Licensee shall not unnecessarily interfere with the

Tariffs & Compliance
Advice 2551-E
September 2004

operation or use of any Agency-owned property by any Agency departments. Licensee or its contractor may access the Communication Equipment from any Street Light Poles upon written notice to Agency at least five (5) business days in advance of the work. Licensee shall complete such work within a reasonable time limit, subject to weather delays, as may be specified in each application and written approval. Upon completion of the work, the Licensee, and its, employees, contractors, and agents shall leave the area in a clean/orderly condition, including removal of all debris, litter and other materials, provided however, that nothing in this Right of Entry shall obligate Licensee remove any Communication Equipment installed on Agency's Street Light Poles.

2. This Right of Entry shall be irrevocable and shall continue in full force and effect during its entire term. The term shall commence on the date of full execution of this Right of Entry and continue until one hundred and eighty (180) days after the last date on which MetroFi's rights to attach to the Street Light Poles under the Street Light Pole Contact Agreement terminate or expire, which, absent an earlier termination under the terms thereof, shall be the Expiration Date specified in the Street Light Pole Contact Agreement. Agency agrees to provide Licensee within written notice within thirty (30) days of termination of the Street Light Pole Contact Agreement.
3. This Right of Entry shall not in anyway whatsoever create or vest any ownership interest, tenancy or other interest in the Street Light Poles and Licensee's rights thereto shall remain a license.
4. Licensee shall not assign this Right of Entry, or any portion of it, without the prior written consent of Agency, which shall not be unreasonably withheld or delayed.
5. Licensee shall indemnify and hold harmless Agency and its officers from all liability for damages proximately resulting from any operations under its franchise with Agency.

IN WITNESS WHEREOF, the parties hereto, being duly authorized, have executed this Right of Entry Agreement on the ___ day of _____, 20__.

[CITY/COUNTY/AGENCY]

PACIFIC GAS & ELECTRIC COMPANY

Name _____

Name _____

Title _____

Title _____

Signature _____

Signature _____

**PG&E Electric Advice Filing List
General Order 96-A, Section III(G)**

ABAG Power Pool
Aglet Consumer Alliance
Agnews Developmental Center
Ahmed, Ali
Alcantar & Elsesser
Anderson Donovan & Poole P.C.
Applied Power Technologies
APS Energy Services Co Inc
Arter & Hadden LLP
Avista Corp
Barkovich & Yap, Inc.
BART
Bartle Wells Associates
Blue Ridge Gas
Bohannon Development Co
BP Energy Company
Braun & Associates
C & H Sugar Co.
CA Bldg Industry Association
CA Colton Ginners & Growers Assoc.
CA League of Food Processors
CA Water Service Group
California Energy Commission
California Farm Bureau Federation
California ISO
Calpine
Calpine Corp
Calpine Gilroy Cogen
Cambridge Energy Research Assoc
Cameron McKenna
Cardinal Cogen
Cellnet Data Systems
Chevron Texaco
Childress, David A.
City of Glendale
City of Healdsburg
City of Palo Alto
City of Redding
CLECA Law Office
Constellation New Energy
CPUC
Creative Technology
Crossborder Inc
CSC Energy Services
Davis, Wright Tremaine LLP
Davis, Wright, Tremaine, LLP
Defense Fuel Support Center
Department of the Army
Department of Water & Power City
Dept of the Air Force
DGS Natural Gas Services
DMM Customer Services
Downey, Brand, Seymour & Rohwer
Duke Energy

Duke Energy North America
Duncan, Virgil E.
Dutcher, John
Dynegy Inc.
Ellison Schneider
Energy Law Group LLP
Energy Management Services, LLC
Enron Energy Services
Exeter Associates
Foster, Wheeler, Martinez
Franciscan Mobilehome
Future Resources Associates, Inc
G. A. Krause & Assoc
GLJ Energy Publications
Goodin, MacBride, Squeri, Schlotz &
Grueneich Resource Advocates
Hanna & Morton
Heeg, Peggy A.
Hogan Manufacturing, Inc
House, Lon
Imperial Irrigation District
Integrated Utility Consulting Group
International Power Technology
J. R. Wood, Inc
JTM, Inc
Kaiser Cement Corp
Korea Elec Power Corp
Marcus, David
Masonite Corporation
Matthew V. Brady & Associates
Maynor, Donald H.
McKenzie & Assoc
McKenzie & Associates
Meek, Daniel W.
Mirant California, LLC
Modesto Irrigation Dist
Morrison & Foerster
Morse Richard Weisenmiller & Assoc.
New United Motor Mfg, Inc
Norris & Wong Associates
North Coast Solar Resources
Northern California Power Agency
PG&E National Energy Group
Pinnacle CNG Company
PITCO
PPL EnergyPlus, LLC
Price, Roy
Product Development Dept
Provost Pritchard
R. M. Hairston & Company
R. W. Beck & Associates
Recon Research
Regional Cogeneration Service
RMC Lonestar

Sacramento Municipal Utility District
SCD Energy Solutions
Seattle City Light
Sempra
Sempra Energy
Sequoia Union HS Dist
SESCO
Sierra Pacific Power Company
Silicon Valley Power
Simpson Paper Company
Smurfit Stone Container Corp
Southern California Edison
SPURR
St. Paul Assoc
Stanford University
Sutherland, Asbill & Brennan
Tabors Caramanis & Associates
Tansev and Associates
Tecogen, Inc
TFS Energy
TJ Cross Engineers
Transwestern Pipeline Co
Turlock Irrigation District
U S Borax, Inc
United Cogen Inc.
URM Groups
Utility Cost Management LLC
Utility Resource Network
Wellhead Electric Company
Western Hub Properties, LLC
White & Case
WMA