

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298

Tel. No. (415) 703-1691



January 11, 2006

Advice Letter 2688-G|2755-E

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

Subject: New Agreement for Common Special Facilities (Form 79-1049)

Dear Ms de la Torre:

Advice Letter 2688-G|2755-E is effective January 19, 2006. A copy of the advice letter is sent herewith for your records.

Sincerely,

A handwritten signature in black ink, appearing to read "S H Gallagher".

Sean H. Gallagher
Director
Energy Division

RECEIVED
REGULATORY RELATIONS DEPARTMENT

JAN 18 2006



**Pacific Gas and
Electric Company®**

Brian K. Cherry
Director
Regulatory Relations

77 Beale Street, Room 1087
San Francisco, CA 94105

Mailing Address
Mail Code B10C
Pacific Gas and Electric Company
P.O. Box 770000
San Francisco, CA 94177

415.973.4977
Internal: 223.4977
Fax: 415.973.7226
Internet: BKC7@pge.com

December 20, 2005

Advice 2688-G/2755-E

(Pacific Gas and Electric Company ID U 39 M)

Public Utilities Commission of the State of California

Subject: New Agreement for Common Special Facilities (Form 79-1049)

Pacific Gas and Electric Company (PG&E) hereby submits for filing a new sample gas and electric form – Form 79-1049 -- AGREEMENT TO INSTALL APPLICANT REQUESTED COMMON SPECIAL FACILITIES, attached to this advice letter. The affected tariff sheets are listed on the enclosed Attachment I.

Purpose

The purpose of this request is to seek approval of a new agreement that will be used for the installation and collection of charges for "common" special facilities.

Background

PG&E's current Special Facilities Agreement (which will remain in effect) is appropriate for complex and expensive facilities such as generation interconnection facilities, distribution upgrades, and dedicated circuits that are likely to be reclassified and used as distribution facilities. This is a long-term agreement that remains in effect until terminated by either PG&E or the customer. Consequently, it is burdensome to administer over the term of the contract which can span as long as fifty years, especially when the premises change ownership without assigning the agreement. Currently, customers are billed for the additional installed cost of special facilities over standard facilities. The maintenance costs are collected through an Equivalent One-Time Payment (EOTP) which is the Cost of Ownership paid in perpetuity or a Monthly Cost of Ownership (MCOO). The MCOO covers the ongoing maintenance and ownership for the additional facilities. Also, customers are responsible for future costs associated with rearrangement or removal.

The majority of special facilities installed by PG&E are simple installations, such as residential and commercial distribution subsurface transformers, second

services, taller poles, and high pressure gas meters. These types of facilities are usually chosen and paid for by the owner to serve a limited number of customers and are rarely removed from service. PG&E believes that these types of facilities would be better served by a simplified, short-term agreement that provides for collection of a one-time non-refundable charge to cover installation and on-going cost of ownership. There will be no termination charge and, thus, no equitable adjustments in the event PG&E uses the facilities for other customers in the future. These changes eliminate the need for both PG&E and the customer to administer a long-term agreement, and there is no need to track down customers to collect removal or rearrangement charges after the premises change hands.

Protests

Anyone wishing to protest this filing may do so by letter sent via U.S. mail, by facsimile or electronically, any of which must be received no later than **January 9, 2006**, 20 days after the date of this filing. Protests should be mailed to:

CPUC Energy Division
Attention: Tariff Unit, 4th Floor
505 Van Ness Avenue
San Francisco, California 94102

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

Copies of protests also should be mailed to the attention of the Director, Energy Division, Room 4004, at the address shown above.

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

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

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

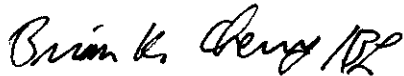
Effective Date

PG&E requests that this filing be made effective on regular notice, **January 19, 2006**. PG&E proposes a sixty-day period after approval of this filing to allow PG&E time to update its training materials and roll out the revised forms in an orderly manner to PG&E's field personnel.

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 also be accessed electronically at:

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

Handwritten signature of Brian K. Perry in black ink.

Director, Regulatory Relations

Attachments

CALIFORNIA PUBLIC UTILITIES COMMISSION

ADVICE LETTER FILING SUMMARY ENERGY UTILITY

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

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

Utility type:

☒ ELC ☒ GAS

☐ PLC ☐ HEAT ☐ WATER

Contact Person: Bernard Lam

Phone #: (415) 973-4878

E-mail: bxlc@pge.com

EXPLANATION OF UTILITY TYPE

ELC = Electric

GAS = Gas

PLC = Pipeline

HEAT = Heat

WATER = Water

(Date Filed/ Received Stamp by CPUC)

Advice Letter (AL) #: **2688-G/2755-E**

Subject of AL: New Agreement for Common Special Facilities (Form 79-1049)

Keywords (choose from CPUC listing): Forms

AL filing type: ☐ Monthly ☐ Quarterly ☐ Annual ☒ One-Time ☐ Other _____

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #:

N/A

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: No

Summarize differences between the AL and the prior withdrawn or rejected AL¹: _____

Resolution Required? ☐ Yes ☒ No

Requested effective date: 1/19/2006

No. of tariff sheets: 6

Estimated system annual revenue effect (%): N/A

Estimated system average rate effect (%): N/A

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected: Sample Forms

Service affected and changes proposed¹: N/A

Pending advice letters that revise the same tariff sheets: N/A

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

CPUC, Energy Division

Attention: Tariff Unit

505 Van Ness Ave.,

San Francisco, CA 94102

jjr@cpuc.ca.gov and jnj@cpuc.ca.gov

Pacific Gas and Electric Company

Attn: Brian K. Cherry

Director, Regulatory Relations

77 Beale Street, Mail Code B10C

P.O. Box 770000

San Francisco, CA 94177

E-mail: PGETariffs@pge.com

¹ Discuss in AL if more space is needed.

**ATTACHMENT 1
Advice 2688-G**

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
23609-G	Sample Form 79-1049--Agreement to Install Applicant Requested Common Special Facilities	New
23610-G	Table of Contents -- Sample Forms	23212-G
23611-G	Table of Contents -- Rate Schedules	24036-G

**ATTACHMENT 1
Advice 2755-E**

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
24049-E	Sample Form 79-1049--Agreement to Install Applicant Requested Common Special Facilities	New
24050-E	Table of Contents -- Sample Forms	23654-E
24051-E	Table of Contents -- Rate Schedules	24036-E



Pacific Gas and Electric Company
San Francisco, California

Cancelling

Original

Cal. P.U.C. Sheet No.

Cal. P.U.C. Sheet No.

23609-G

PACIFIC GAS AND ELECTRIC COMPANY
AGREEMENT TO INSTALL APPLICANT
REQUESTED COMMON SPECIAL FACILITIES
FORM NO. 79-1049 (12/05)
(ATTACHED)

(N)

|

(N)

Advice Letter No. 2688-G
Decision No.

101743

Issued by
Thomas E. Bottorff
Senior Vice President
Regulatory Relations

Date Filed December 20, 2005
Effective _____
Resolution No. _____



Pacific Gas and Electric Company™

Pacific Gas and Electric Company
Gas and Electric Rule 2

Agreement to Install Applicant Requested Common Special Facilities

DISTRIBUTION		REFERENCES:
Original:	☐ XXXX	XXXX
	☐ XXXX	XXXX
	☐ XXXX	XXXX
Copy:	☐ XXXX	XXXX
	☐ XXXX	XXXX
	☐ XXXX	XXXX
	☐ XXXX	XXXX
Date Ready for Service		
This area for Company internal use only		

At the request of _____
(Applicant), **Pacific Gas and Electric Company (PG&E)**, hereby agrees, as an accommodation, to install Facilities that are in addition to or in substitution for its standard facilities as located and described in paragraph 1 herein.

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

1. The location and requested work are described as follows: (Describe in detail the materials and facilities to be furnished and/or work to be performed by PG&E. If more space is required, use other side and attach any necessary drawings as Exhibits):

LOCATION:

DESCRIPTION OF FACILITIES:

2. Applicant shall pay to PG&E, promptly upon demand by PG&E prior to construction, the additional cost over and above the standard equipment installation. In addition, Applicant shall pay for the ongoing maintenance and operation of that equipment through an Equivalent One Time Cost of Ownership payment. The costs are summarized as follows:

Special Facilities Additional Cost	\$ _____
Equivalent One Time Payment	\$ _____
Rearrangement Cost	\$ _____
ITCC	\$ _____
TOTAL DUE	\$ _____

3. Applicant shall indemnify and hold harmless PG&E, its officers, agents and employees, against all loss, damage, expense and liability resulting from injury to or death of any person, including but not limited to, employees of PG&E, Applicant or any third party, or for the loss, destruction or damage to property, including, but not limited to property of PG&E, Applicant or any third party, arising out of or in any way connected with the performance of this agreement, however caused, except to the extent caused by the active negligence or willful misconduct of PG&E, its officers, agents and employees. Applicant will, on PG&E's request, defend any suit asserting a claim covered by this indemnity. Applicant will pay all costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorneys' fees.

4. Whenever part or all of the requested work is to be furnished or performed upon property other than that of Applicant, Applicant shall first procure from such owners all necessary rights-of-way and/or permits in a form satisfactory to PG&E and without cost to it.
5. Where it is necessary to install Special Facilities on Applicant's premises, Applicant hereby grants to PG&E:
 - (a) the right to make such installation on Applicant's premises along the shortest practical route thereon and of sufficient width to provide legal clearance from all structures now or hereafter erected on Applicant's premises for any facilities of PG&E; and ,
 - (b) the right of ingress to and egress from Applicant's premises at all reasonable hours for any purposes reasonably connected with the operation and maintenance of the Special Facilities.
6. As provided in PG&E's applicable Electric Rule 14 or Gas Rules 14 and 21, Applicant understands that PG&E does not guarantee electric or gas service to be free from outages, interruptions, or curtailments and that the charges for the Special Facilities represent the additional cost associated with providing the Special Facilities rather than for a guaranteed level of service or reliability.
7. Upon request of the customer and at the option of PG&E, gas will be delivered at a pressure higher than standard delivery pressure where such higher pressure is available from existing facilities. PG&E, however, retains the right to decrease at any time the higher delivery pressure, as per Rule 2, incorporated into this agreement by reference.

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

Executed this _____ day of _____ 20 ____.

Applicant _____

Title: _____

Mailing Address:

PACIFIC GAS & ELECTRIC COMPANY

By: _____

Manager



Pacific Gas and Electric Company
San Francisco, California

Cancelling

Revised
Revised

Cal. P.U.C. Sheet No.
Cal. P.U.C. Sheet No.

23610-G
23212-G

TABLE OF CONTENTS—SAMPLE FORMS (Continued)			
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79-1049	12/05	Agreement to Install Applicant Common Special Facilities	23609-G
RULES 3 APPLICATION FOR SERVICE			
01-8670	REV 12/95	Credit Application	17658-G
02-2590	REV 10/00	Interim Service Agreement	20147-G
62-0683	08/02	Application for Service—Residential Service	21168-G
62-0684	08/02	Application for Service—Residential Subdivision/Development	21169-G
62-0685	08/02	Application for Service—Commercial/Industrial Development	21170-G
62-0686	08/02	Application for Service—Agricultural Service	21171-G
62-0687	08/02	Application for Relocation/Rearrangement	21172-G
RULE 13 TEMPORARY SERVICE			
79-875		Rule 13 Temporary Service Agreement	20657-G
RULES 15 AND 16 GAS MAIN AND SERVICE EXTENSIONS			
62-0980	REV 6/01	Distribution Service and Extension Agreement	20525-G
62-0981	REV 5/98	Distribution Service and Extension Agreement Option 1—Shared Construction	18829-G
62-0982	REV 7/04	Distribution Service and Extension Agreement Option 2—Competitive Bidding	21593-G
79-716	REV 7/04	General Terms and Conditions for Gas and Electric Extension and Service Construction by Applicant	20526-G
79-1003	7/04	Applicant's Cost Verification Form—Statement of Costs for Applicant Installation of PG&E's Distribution and Service Facilities	21595-G
79-1004	7/04	Distribution and Service Extension Agreement Exhibit A Cost Summary	21596-G
RULE 19 MEDICAL BASELINE QUANTITIES			
61-3481	REV 7/02	Medical Baseline Allowance Self-Certification	21123-G
62-3481	REV 7/02	Medical Baseline Allowance Application	21122-G
RULES 19.1, 19.2, AND 19.3 CALIFORNIA ALTERNATE RATES FOR ENERGY			
01-9077	REV 6/05	Application for Residential Single-Family Customers	23145-G
01-9285	REV 6/05	Application for Tenants of Sub-Metered Facilities	23146-G
62-0156	REV 7/01	Application for Qualified Nonprofit Group-Living Facilities	20602-G
62-1198	REV 6/05	Application for Qualified Agricultural Employee Housing Facilities	23210-G
61-0535	6/05	Application for Migrant Farm Worker Housing Centers	23211-G
62-1477	REV 6/05	Income Guidelines	23147-G
03-006	REV 6/05	Postage-Paid Application	23148-G

Advice Letter No. 2688-G
Decision No.

Issued by
Thomas E. Bottorff
Senior Vice President
Regulatory Relations

Date Filed December 20, 2005
Effective
Resolution No.

101744



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RATE SCHEDULES

RESIDENTIAL

SCHEDULE	TITLE OF SHEET	CAL P.U.C. SHEET NO.
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GM	Master-Metered Multifamily Service	23423,22851,23019-G
GS	Multifamily Service	23424,23021,18601-G
GT	Mobilehome Park Service	23425,23023-G
G-10	Service to Company Employees	11318-G
GL-1	Residential CARE Program Service	23426,23325-G
GML	Master-Metered Multifamily CARE Program Service	23427,22858,23027-G
GSL	Multifamily CARE Program Service	23428,23429,23030-G
GTL	Mobilehome Park CARE Program Service	23430,23431,23033-G
G-MHPS	Master-Metered Mobilehome Park Safety Surcharge	22034-G

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G-NR2	Gas Service to Large Commercial Customers	23433,23037-G
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G-CPX	Crossover Gas Procurement Service to Core End-Use Customers	22642-G
G-NT	Gas Transportation Service to Noncore End-Use Customers	22892,23286,22037,22038-G
G-EG	Gas Transportation Service to Electric Generation	23287,22895,22525,22173-G
G-WSL	Gas Transportation Service to Wholesale/Resale Customers	23288,22897,22045-G
G-BAL	Gas Balancing Service for Intrastate Transportation Customers	22174, 21867,22135,22047,22048,20037,22136,21872,22137,22138,20042,20043,20044,22051-G



Pacific Gas and Electric Company
San Francisco, California

Cancelling

Original

Cal. P.U.C. Sheet No.

24049-E

Cal. P.U.C. Sheet No.

PACIFIC GAS AND ELECTRIC COMPANY
AGREEMENT TO INSTALL APPLICANT
REQUESTED COMMON SPECIAL FACILITIES
FORM NO. 79-1049 (12/05)
(ATTACHED)

(N)

—

(N)

Advice Letter No. 2755-E
Decision No.

101746

Issued by
Thomas E. Bottorff
Senior Vice President
Regulatory Relations

Date Filed December 20, 2005
Effective _____
Resolution No. _____



Pacific Gas and Electric Company™

Pacific Gas and Electric Company
Gas and Electric Rule 2

Agreement to Install Applicant Requested Common Special Facilities

DISTRIBUTION		REFERENCES:
Original:	☐ XXXX	XXXX
	☐ XXXX	XXXX
	☐ XXXX	XXXX
Copy:	☐ XXXX	XXXX
	☐ XXXX	XXXX
	☐ XXXX	XXXX
	☐ XXXX	XXXX
Date Ready for Service		
This area for Company internal use only		

At the request of _____
(Applicant), **Pacific Gas and Electric Company (PG&E)**, hereby agrees, as an accommodation, to install Facilities that are in addition to or in substitution for its standard facilities as located and described in paragraph 1 herein.

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

1. The location and requested work are described as follows: (Describe in detail the materials and facilities to be furnished and/or work to be performed by PG&E. If more space is required, use other side and attach any necessary drawings as Exhibits):

LOCATION:

DESCRIPTION OF FACILITIES:

2. Applicant shall pay to PG&E, promptly upon demand by PG&E prior to construction, the additional cost over and above the standard equipment installation. In addition, Applicant shall pay for the ongoing maintenance and operation of that equipment through an Equivalent One Time Cost of Ownership payment. The costs are summarized as follows:

Special Facilities Additional Cost	\$ _____
Equivalent One Time Payment	\$ _____
Rearrangement Cost	\$ _____
ITCC	\$ _____
TOTAL DUE	\$ _____

3. Applicant shall indemnify and hold harmless PG&E, its officers, agents and employees, against all loss, damage, expense and liability resulting from injury to or death of any person, including but not limited to, employees of PG&E, Applicant or any third party, or for the loss, destruction or damage to property, including, but not limited to property of PG&E, Applicant or any third party, arising out of or in any way connected with the performance of this agreement, however caused, except to the extent caused by the active negligence or willful misconduct of PG&E, its officers, agents and employees. Applicant will, on PG&E's request, defend any suit asserting a claim covered by this indemnity. Applicant will pay all costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorneys' fees.

4. Whenever part or all of the requested work is to be furnished or performed upon property other than that of Applicant, Applicant shall first procure from such owners all necessary rights-of-way and/or permits in a form satisfactory to PG&E and without cost to it.
5. Where it is necessary to install Special Facilities on Applicant's premises, Applicant hereby grants to PG&E:
 - (a) the right to make such installation on Applicant's premises along the shortest practical route thereon and of sufficient width to provide legal clearance from all structures now or hereafter erected on Applicant's premises for any facilities of PG&E; and ,
 - (b) the right of ingress to and egress from Applicant's premises at all reasonable hours for any purposes reasonably connected with the operation and maintenance of the Special Facilities.
6. As provided in PG&E's applicable Electric Rule 14 or Gas Rules 14 and 21, Applicant understands that PG&E does not guarantee electric or gas service to be free from outages, interruptions, or curtailments and that the charges for the Special Facilities represent the additional cost associated with providing the Special Facilities rather than for a guaranteed level of service or reliability.
7. Upon request of the customer and at the option of PG&E, gas will be delivered at a pressure higher than standard delivery pressure where such higher pressure is available from existing facilities. PG&E, however, retains the right to decrease at any time the higher delivery pressure, as per Rule 2, incorporated into this agreement by reference.

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

Executed this _____ day of _____ 20 ____.

Applicant _____

Title: _____

Mailing Address:

PACIFIC GAS & ELECTRIC COMPANY

By: _____

Manager



TABLE OF CONTENTS—SAMPLE FORMS
(Continued)

FORM NO.	DATE SHOWN ON FORM	AGREEMENT/CONTRACT TITLE	CPUC SHEET NO.	
RULE 2 DESCRIPTION OF SERVICE				
79-255	4/82	Agreement for Installation or Allocation of Special Facilities	7689-E	
79-1049	12/05	Agreement to Install Applicant Requested Common Special Facilities	24049-E	(N) (N)
RULE 3 APPLICATION FOR SERVICE				
01-8670	REV 12/95	Credit Application	14197-E	
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62-0683	REV 1/05	Application for Service—Residential Service	22689-E	
62-0684	REV 1/05	Application for Service—Residential Subdivision/Development	22690-E	
62-0685	REV 1/05	Application for Service—Commercial/Industrial Development	22691-E	
62-0686	REV 1/05	Application for Service—Agricultural Service	22692-E	
62-0687	REV 1/05	Application for Relocation/Rearrangement	22693-E	
79-972	REV 5/03	Agreement for Unmetered Electrical Service	19879-E	
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79-1003	7/04	Statement of Applicant's Contract Anticipated Costs	21668-E	
79-1004	7/04	Distribution and Service Extension Agreement—Exhibit A Cost Summary	21830-E	
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RATE SCHEDULES

SCHEDULE	TITLE OF SHEET	CAL P.U.C. SHEET NO.
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ETL	Mobilehome Park CARE Program Service	23814,23815,21600,22180,23816,21319-E
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EL-8	Residential Seasonal CARE Program Service Option.....	22934,23821,23822,22190-E
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Calpine Corp
Calpine Gilroy Cogen
Cambridge Energy Research Assoc
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Crossborder Inc
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Defense Fuel Support Center
Department of the Army
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DMM Customer Services
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GLJ Energy Publications
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Morrison & Foerster
Morse Richard Weisenmiller & Assoc.
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