

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE  
SAN FRANCISCO, CA 94102-3298



December 6, 2007

Advice Letter 2883-G/3152-E

Brian K. Cherry  
Vice President, Regulatory Relations  
Pacific Gas and Electric Company  
77 Beale Street, Mail Code B10C  
P.O. Box 770000  
San Francisco, CA 94177

Subject: Deviation from PG&E Tariffs for Special Service  
Request

Dear Mr. Cherry:

Advice Letter 2883-G/3152-E is effective November 6, 2007.

Sincerely,

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

Sean H. Gallagher, Director  
Energy Division



**Brian K. Cherry**  
Vice President  
Regulatory Relations

Pacific Gas and Electric Company  
77 Beale St., Mail Code B10C  
P.O. Box 770000  
San Francisco, CA 94177

415.973.4977  
Fax: 415.973.7226

**November 6, 2007**

**Advice 2883-G/3152-E**

(Pacific Gas and Electric Company ID U 39 M)

Public Utilities Commission of the State of California

**Subject:      Deviation From PG&E Tariffs For Special Service Request**

Pacific Gas and Electric Company (PG&E) hereby submits to the California Public Utilities Commission (Commission or CPUC) a deviation from PG&E's tariff form indemnity provisions for work for the University of California at Merced (UC Merced).

**Purpose**

PG&E requests that the Commission allow a deviation from PG&E's tariff Form 62-4527 and Form 79-865 indemnity provisions for work for UC Merced.

**Background**

UC Merced has requested PG&E relocate certain PG&E facilities under the terms of Gas Rule 16.F.2.b. PG&E Standard form agreement, Agreement to Perform Tariff Schedule Related Work (form 62-4527), and Electric and Gas Monitoring Agreement (form 79-865), contain broad indemnification language that, among other things, requires the customer to indemnify PG&E for anything involved with the work, unless caused by the active negligence or willful misconduct of PG&E, in other words, the customer agrees to indemnify PG&E for PG&E's passive negligence.

The University of California Board of Regents has a standing order 1004.dd.9, which prevents the Merced campus from signing PG&E's standard form due to the certain indemnification language. In particular, UC Merced has represented that Section (dd) (9) provides as follows:

Except as otherwise specifically provided in the Bylaws and Standing Orders, the President is authorized to execute on behalf of the Corporation all contracts and

other documents necessary in the exercise of the President's duties, including documents to solicit and accept pledges, gifts, and grants, except that specific authorization by resolution of the Board shall be required for documents which involve or which are:

9. Agreements by which the University assumes liability for conduct of persons other than University officers, agents, employees, students, invitees, and guests. In circumstances where it is deemed necessary by the President, in consultation with the General Counsel, to indemnify non-University persons who have agreed at the University's request to serve as advisors on operational matters for conduct within the scope of their role as advisors, the President is authorized to provide for defense and indemnification. This restriction does not apply to agreements under which the University assumes responsibility for the condition of property in its custody.

UC Merced has requested the relocation by the end of November 2007. Accordingly, PG&E is requesting that this deviation be effective immediately.

### **Proposal**

In order to meet the customer request, and in recognition of the special legal circumstances with the University of California, PG&E proposes and requests Commission approval to change the indemnification language to that shown in the attached redlined agreements, shown as Attachment A. Since this is a governmental agency and a specific case, PG&E is comfortable with this change and the change will permit the relocation in timely fashion as requested by the customer.

### **Timeliness**

PG&E requests that the specific change be effective upon filing.

This filing will not increase any rate or charge, cause the withdrawal of service, or conflict with any other rate schedule or rule.

### **Protests**

Anyone wishing to protest this filing may do so by sending a letter by **November 26, 2007**, 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:

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

Facsimile: (415) 703-2200  
E-mail: [jjr@cpuc.ca.gov](mailto:jjr@cpuc.ca.gov) and [jnj@cpuc.ca.gov](mailto:jnj@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 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](mailto:PGETariffs@pge.com)

### **Effective Date**

PG&E requests that this filing become effective **November 6, 2007**.

### **Notice**

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically and via U.S. mail to parties shown on the attached list. Address changes to the General Order 96-B service list 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>

A handwritten signature in cursive script that reads "Brian K. Cherry / DC".

Vice President, Regulatory Relations

Attachments

Attachment A: Form 62-4527 and Form 79-865 Revisions

cc: Service List

# 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 M)**

Utility type:

ELC       GAS  
 PLC       HEAT       WATER

Contact Person: Daren Chan

Phone #: (415) 973-5361

E-mail: d1ct@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) #: **2883-G/3152-E**

**Tier: 2**

Subject of AL: Deviation From PG&E Tariffs For Special Service Request

Keywords (choose from CPUC listing): Forms, Service Request

AL filing type:  Monthly  Quarterly  Annual  One-Time  Other \_\_\_\_\_

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

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 AL<sup>1</sup>: \_\_\_\_\_

Is AL requesting confidential treatment? If so, what information is the utility seeking confidential treatment for:

Confidential information will be made available to those who have executed a nondisclosure agreement:  Yes  No

Name(s) and contact information of the person(s) who will provide the nondisclosure agreement and access to the confidential information: \_\_\_\_\_

Resolution Required?  Yes  No

Requested effective date: **November 6, 2007**

No. of tariff sheets: 0

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: N/A

Service affected and changes proposed<sup>1</sup>: N/A

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

Protests, dispositions, 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**

**Tariff Files, Room 4005**

**DMS Branch**

**505 Van Ness Ave.,**

**San Francisco, CA 94102**

**jnj@cpuc.ca.gov and mas@cpuc.ca.gov**

**Pacific Gas and Electric Company**

**Attn: Brian K. Cherry**

**Vice President, Regulatory Relations**

**77 Beale Street, Mail Code B10C**

**P.O. Box 770000**

**San Francisco, CA 94177**

**E-mail: PGETariffs@pge.com**

# **ATTACHMENT A**

**Form 62-4527 and Form 79-865 Revisions**



Pacific Gas and Electric Company

### Limited One Time Agreement to Perform-Tariff Scheduled-Related Work

**DISTRIBUTION:**

- ◆ DIVISION (Original) \_\_\_\_\_
- ◆ APPLICANT (Original) \_\_\_\_\_
- ◆ Customer Care.

**REFERENCE:**

\_\_\_\_\_University of California, Merced\_\_\_\_\_, (Applicant) has requested **PACIFIC GAS AND ELECTRIC COMPANY**, a California corporation (PG&E), to perform the tariff schedule related work as located and described in paragraph 3 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. 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.
2. 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 person, including, but not limited to employees of PG&E, Customer, or any third party, 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 Services to be provided under this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Applicant, its officers, employees or agents. Applicant shall pay any costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorneys' fees.
3. 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 A, B, C, etc):

LOCATION:

DESCRIPTION OF WORK: \_\_\_\_\_

4. Applicant shall pay to PG&E, promptly upon demand by PG&E, as the complete contract price hereunder, the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_).

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

**PACIFIC GAS & ELECTRIC COMPANY Applicant**

By: \_\_\_\_\_ By: \_\_\_\_\_

(Print/Type/Name) \_\_\_\_\_ (Print/Type Name) \_\_\_\_\_  
Title: \_\_\_\_\_ Title: \_\_\_\_\_

Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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Deleted: 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.



Pacific Gas and Electric Company  
ELECTRIC AND GAS MONITORING  
METER PULSE AGREEMENT<sup>1</sup>

Distribution  
Customer  
Customer Billing  
Division

Reference:  
~~Customer #~~  
~~Bill Doc #~~

Deleted: D & C #:

At the request of UC Merced (Customer), in order to accommodate the installation of Customer's  electric,  gas (check applicable) monitoring equipment (Equipment) for its load located at \_\_\_\_\_ (service address) in \_\_\_\_\_ County, State of California, Pacific Gas and Electric Company (PG&E) hereby agrees, as an accommodation, to install at Customer's expense within a reasonable period of time, a PG&E Electric Relay System and/or a PG&E Gas Interface System for the purpose of providing the Customer with data pulses subject to the following conditions:

Deleted: \_\_\_\_\_

**1. Eligibility**

This Agreement is available to all electric Customers. This Agreement is available to gas customers until the California Public Utilities Commission allows the competitive provision of gas metering services.

**2. Equipment**

**Electric** - The PG&E Electric Relay System, shall consist of, but not be limited to, a special isolation relay, or similar device, any necessary special metering facilities, protective devices and associated wiring connected to PG&E's metering facilities including a terminal block and fuses installed in a junction box.

**Gas** - The PG&E Gas Interface System shall consist of, but not be limited to, a pulse generating device, a terminal board, protective devices, enclosure and associated wiring installed connected to PG&E's gas metering facilities.

**3. Safety Precautions**

Customer shall ascertain the location and mark all existing gas and electric facilities within the scope of Customer's construction area and inspect the area initially and periodically during construction to verify the location of all existing and new PG&E facilities. Customer and PG&E shall perform all work in compliance with applicable federal, state, and local laws, rules and regulations. Customer shall inform all persons doing work in proximity of the location of PG&E's facilities and ensure that all work of non-PG&E employees is planned and conducted in a manner to safeguard persons and property from injury. Work performed by Customer or Customer's agent in close proximity to PG&E's energized electric facilities and gas facilities also shall be performed in accordance with established Cal-OSHA safety rules and practices, and as may be directed by PG&E.

**4. Responsibilities of Customer**

**ELECTRIC**

- Customer shall provide, install, own and maintain a metering section per PG&E specifications.
- Customer shall install, own, and maintain its monitoring Equipment.
- Customer shall protect PG&E's metering facilities by fusing the Customer's pulse-receiving circuits with a maximum fuse size of one-ampere. "Slow-blow" fuses shall not be used. The one-ampere fuse shall be located so that Customer may have access to them when necessary.

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<sup>1</sup> Automated documents, Preliminary Statement, Part A.

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- Customer shall provide its own pulse circuit operating voltage not to exceed 125 volts A.C. or D.C.
- Customer shall limit the maximum load connected to the PG&E Electric Relay System to 100 volt-amperes.
- Customer shall route the output wires from the PG&E Electric Relay System terminal block within a junction box external to the Customer's sealable section sealed by PG&E, and not on the face of metering panel containing the PG&E meter.
- Customer shall be responsible for making any necessary changes in its Equipment at its own expense to accommodate the new pulse value or pulse rate made necessary by PG&E's repair or replacement of PG&E's pulse initiator, watt-hour meter or instrument transformer.

**GAS**

- Customer shall install, own and maintain its monitoring Equipment.
- Customer shall provide its own pulse circuit operating voltage. Customer's circuit shall meet PG&E's requirements for maximum circuit voltage and minimum loop resistance.
- Customer shall be responsible for making any necessary changes in its Equipment at its own expense to accommodate the new pulse value or pulse rate made necessary by repair or replacement of PG&E's pulse initiator or gas meter. PG&E reserves the right to change the cubic foot value of a pulse or maximum pulse rate when necessitated by PG&E's repair or replacement of PG&E's pulse initiator or gas meter.

**5. Responsibilities of PG&E**

**ELECTRIC**

- PG&E shall provide and install, at the Customer's expense, in series with the customer's one-ampere fuses, a second set of larger fuses, maximum five amperes, located in PG&E's sealed metering section, as part of the PG&E Electric Relay System).
- PG&E shall provide and install, at the Customer's expense, a special isolation relay within a sealable metering compartment behind the existing meters and shall be maintained for PG&E's exclusive use.
- PG&E shall provide and install, at the Customer's expense, a junction box external to the sealable metering section and not on the face of PG&E's metering panel.
- PG&E shall provide and install, at the Customer's expense, a terminal block in the junction box.
- PG&E shall provide drawings or descriptions in Exhibit B.

**GAS**

- PG&E shall furnish and install, at the Customer's expense, the Gas Interface System.
- PG&E shall furnish and install, at the Customer's expense, a terminal board assembly and protective devices and associated wiring for connection of the customer's wiring. PG&E shall determine the location for placement of the terminal board.
- PG&E shall provide and install, at the Customer's expense, a junction box.
- PG&E shall provide and install, at the Customer's expense, the special interface board.
- PG&E shall provide drawings or descriptions in Exhibit B.

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<sup>1</sup> Automated documents, Preliminary Statement, Part A.

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**6. PG&E Meter Tests and Maintenance Procedures**

PG&E shall have the right to interrupt the supply of data pulses to perform meter tests or maintenance procedures and in doing so assumes no responsibility for the effects on Customer's operation or Equipment. PG&E will not be responsible to notify Customer prior to any interruption of the pulse circuit for ordinary maintenance, emergency repair or for any other reason.

**7. Payments**

Customer shall pay an Advance to PG&E. This Advance shall be paid in addition to the cost of standard facilities for service and metering that PG&E would normally provide in accordance with its tariffs on file with and authorized by the California Public Utilities Commission (Commission).

Customer's Advance to PG&E shall include the following (See breakdown in Exhibit A):

**INSTALLATION COSTS:** Customer shall pay to PG&E on demand and prior to installation the Installation Costs representing PG&E's out-of-pocket expenses (see Paragraph 4) to provide, install, own and maintain the PG&E Electric Relay System and/or the PG&E Gas Interface System.

**OWNERSHIP COSTS:** Customer shall also pay to PG&E an Ownership Cost which is the present worth of the monthly ownership costs as specified in PG&E's Gas and Electric Rule 2 for the PG&E Electric Relay System and/or Gas Interface System in perpetuity.

**OTHER:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ITCC:** All contributions and advances by Customer are taxable and shall include an Income Tax Component of Contributions (ITCC) at the rate set forth in PG&E's Preliminary Statement. ITCC will be non-refundable in accordance with the corresponding contribution.

**8. Changes in Load or Service Requirements**

If Customer's load or service requirements change to the extent that PG&E's metering facilities must be changed, any additional Installation costs, Ownership Costs, Other Costs and ITCC necessary to change the PG&E Electric Relay System or the PG&E Gas Interface System in order to continue to supply data pulses will be paid to PG&E by Customer in advance of any work.

**9. Warranty**

PG&E provides this service as an accommodation and no warranty of merchantability or fitness for a particular use may be implied by the agreement. Specifically, the installation of special facilities and the provision of cubic foot data and or data pulses by PG&E shall not be construed as confirming or endorsing the design or effectiveness of the Equipment or the Customer's plan for use of the Equipment for actually reducing electric or gas demand or usage thereof, or as any warranty of the safety, durability or reliability of the Equipment or the plan for their use.

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<sup>1</sup> Automated documents, Preliminary Statement, Part A.

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**10. Disclosures**

- Other types of electric metering equipment and comparison price information may be available from competing providers beginning January 1, 1998, for electric customers with a maximum demand greater than or equal to 20 kilowatts (kW), and beginning January 1, 1999, for all other electric customers.
- Open architecture standards for electric meters and metering communication will be in place prior to the onset of competition and PG&E's Electric Relay System may not conform to those metering standards.
- The competitive provision of gas metering services is under consideration by the Commission.

**11. Reliability of Customer's Equipment**

Customer is entirely responsible for the reliability of Customer's Equipment. The interruption of data pulses for any reason to Customer's Equipment, or the failure or malfunction of Customer's Equipment shall in no way nullify the validity of PG&E's meter readings or recordings for billing purposes. PG&E shall not be responsible for pulse interruptions due to blown fuses, failure or any malfunction of Customer's Equipment. PG&E's liability for the interruption of data pulses due to a malfunction of PG&E equipment shall be limited to the repair or replacement of the PG&E equipment in a timely manner.

**12. Assignment of Agreement**

Customer may assign this Agreement, in whole or in part, only if PG&E consents in writing and the party to whom the Agreement is assigned (Assignee) agrees in writing, to perform the obligations of Customer hereunder. Such assignment shall be made using PG&E's Assignment Agreement and shall be notarized. Assignment of this Agreement shall not release Customer from any of the obligations under this Agreement unless otherwise provided therein and shall be deemed to include Customer's right to any refunds then unpaid or which may thereafter become payable.

**13. Indemnification and Withholding**

**Indemnification:** 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 person, including, but not limited to employees of PG&E, Applicant, or any third party, 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 Services to be provided under this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Applicant, its officers, employees or agents. Applicant shall pay any costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorneys' fees.

Customer acknowledges that any claims, demands, losses, damages, costs, expenses, and legal liability that arise out of, result from, or are in any way connected with the release or spill of any legally designated hazardous material or waste as a result of the Work performed under this Agreement are expressly within the scope of this indemnity, and that the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial Work, penalties, and fines arising from the violation of any local, state, or federal law or regulation, attorney's fees, disbursements, and other response costs are expressly within the scope of this indemnity.

Customer shall, on PG&E's request, defend any action, claim or suit asserting a claim covered by this indemnity. Customer shall pay all costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorney's fees.

**Deleted:** Customer shall indemnify, defend and hold harmless PG&E, its officers, directors, agents, and employees, from and against all claims, demands, losses, damages, costs, expenses, and legal liability connected with or resulting from injury to or death of persons, including but not limited to employees of PG&E, Customer, contractor or subcontractor; injury to property of PG&E, Customer, or any third party, or to natural resources, or violation of any local, state or federal law or regulation, including but not limited to environmental laws or regulations, or strict liability imposed by any law or regulation; arising out of, related to, or in any way connected with Customer's performance of this Agreement, however caused, regardless of any strict liability or negligence of PG&E, whether active or passive, excepting only such claims, demands, losses, damages, costs, expenses, liability or violation of law or regulation as may be caused by the active negligence or willful misconduct of PG&E, its officers, agents, or employees.

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<sup>1</sup> Automated documents, Preliminary Statement, Part A.

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**Withholding:** In addition to any other right to withhold, PG&E may withhold from payments due Customer hereunder such amounts as, in PG&E's opinion, are reasonably necessary to provide security against all loss, damage, expense, and liability covered by the foregoing indemnification provision.

#### 14. Termination of Agreement

If at any time, in PG&E's sole judgment, the supply of data pulses through the operation of the PG&E Electric Relay System or the PG&E Gas Interface System becomes detrimental to reliable metering or to PG&E's metering practices, PG&E shall have the right to disconnect the PG&E Electric Relay System or the PG&E Gas Interface System from its metering facilities immediately and without advance notice or liability to Customer.

PG&E may terminate this Agreement if alternative metering systems, which do not generate pulses, are adopted by PG&E.

Except as herein otherwise provided, this Agreement will continue in effect until terminated by either party on thirty days advance written notice to the other party.

Upon discontinuance of the use of the PG&E Electric Relay System or the PG&E Gas Interface System due to termination of service, termination of this Agreement, or otherwise:

- a) Customer shall pay to PG&E on demand (in addition to all other monies to which PG&E may be legally entitled by virtue of such termination) a facility termination charge defined as the estimated installed cost, plus the estimated removal cost, less the estimated salvage value for the PG&E Electric Relay System or PG&E Gas Interface System to be removed, as determined by PG&E in accordance with its standard accounting practices.
- b) PG&E shall deduct from the facility termination charge the Installation Cost plus the unamortized balance of the Ownership Cost previously paid, if any. If the Installation Cost paid plus the unamortized balance of the Ownership Cost is greater than the facility termination charge, PG&E shall refund the difference, without interest, to Customer. If the Installation Cost paid plus the unamortized balance of the Ownership Cost is less than the facility termination charge then the Customer shall pay the difference to PG&E.
- c) PG&E shall be entitled to remove and shall have a reasonable time in which to remove any portion of the PG&E Relay System or PG&E Interface System located on the Customer's premises.

<sup>1</sup> Automated documents, Preliminary Statement, Part A.

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**15. Effective Date and Term**

This Agreement shall be binding when (a) the Agreement is signed by Customer and delivered together with payment required to PG&E within ninety (90) days of issuance, and (b) the Agreement is accepted and executed by PG&E. If Customer is a corporation, partnership, joint venture or a group of individuals, the subscriber hereto represents that he or she has the authority to bind said corporation, partners, joint venture or individuals as the case may be.

The term of this Agreement shall commence on the date PG&E's facilities are first ready to supply and serve, as shown in PG&E's records, and shall then continue in force, month to month, subject to the termination provision of this Agreement

**16. Commission Jurisdiction**

This Agreement shall be subject to all of PG&E's applicable tariff schedules on file with and authorized by the Commission and shall at all times be subject to such changes or modifications as the Commission may direct from time to time in the exercise of its jurisdiction.

CUSTOMER:

\_\_\_\_\_  
(type or print name)

PACIFIC GAS AND ELECTRIC COMPANY

BY: \_\_\_\_\_  
(Signature)

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

For Manager, \_\_\_\_\_ Division

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_

Exhibits:

- A. Cost Summary
- B. Drawings

<sup>1</sup> Automated documents, Preliminary Statement, Part A.

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~~November 6, 2007~~

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

ABAG Power Pool	Douglass & Liddell	PG&E National Energy Group
Accent Energy	Downey, Brand, Seymour & Rohwer	Pinnacle CNG Company
Aglet Consumer Alliance	Duke Energy	PITCO
Agnews Developmental Center	Duke Energy North America	Plurimi, Inc.
Ahmed, Ali	Duncan, Virgil E.	PPL EnergyPlus, LLC
Alcantar & Kahl	Dutcher, John	Praxair, Inc.
Ancillary Services Coalition	Dynergy Inc.	Price, Roy
Anderson Donovan & Poole P.C.	Ellison Schneider	Product Development Dept
Applied Power Technologies	Energy Law Group LLP	R. M. Hairston & Company
APS Energy Services Co Inc	Energy Management Services, LLC	R. W. Beck & Associates
Arter & Hadden LLP	Exelon Energy Ohio, Inc	Recon Research
Avista Corp	Exeter Associates	Regional Cogeneration Service
Barkovich & Yap, Inc.	Foster Farms	RMC Lonestar
BART	Foster, Wheeler, Martinez	Sacramento Municipal Utility District
Bartle Wells Associates	Franciscan Mobilehome	SCD Energy Solutions
Blue Ridge Gas	Future Resources Associates, Inc	Seattle City Light
Bohannon Development Co	G. A. Krause & Assoc	Sempra
BP Energy Company	Gas Transmission Northwest Corporation	Sempra Energy
Braun & Associates	GLJ Energy Publications	Sequoia Union HS Dist
C & H Sugar Co.	Goodin, MacBride, Squeri, Schlotz &	SESCO
CA Bldg Industry Association	Hanna & Morton	Sierra Pacific Power Company
CA Cotton Ginners & Growers Assoc.	Heeg, Peggy A.	Silicon Valley Power
CA League of Food Processors	Hitachi Global Storage Technologies	Smurfit Stone Container Corp
CA Water Service Group	Hogan Manufacturing, Inc	Southern California Edison
California Energy Commission	House, Lon	SPURR
California Farm Bureau Federation	Imperial Irrigation District	St. Paul Assoc
California Gas Acquisition Svcs	Integrated Utility Consulting Group	Sutherland, Asbill & Brennan
California ISO	International Power Technology	Tabors Caramanis & Associates
Calpine	Interstate Gas Services, Inc.	Tecogen, Inc
Calpine Corp	IUCG/Sunshine Design LLC	TFS Energy
Calpine Gilroy Cogen	J. R. Wood, Inc	Transcanada
Cambridge Energy Research Assoc	JTM, Inc	Turlock Irrigation District
Cameron McKenna	Luce, Forward, Hamilton & Scripps	U S Borax, Inc
Cardinal Cogen	Manatt, Phelps & Phillips	United Cogen Inc.
Cellnet Data Systems	Marcus, David	URM Groups
Chevron Texaco	Matthew V. Brady & Associates	Utility Resource Network
Chevron USA Production Co.	Maynor, Donald H.	Wellhead Electric Company
City of Glendale	MBMC, Inc.	White & Case
City of Healdsburg	McKenzie & Assoc	WMA
City of Palo Alto	McKenzie & Associates	
City of Redding	Meek, Daniel W.	
CLECA Law Office	Mirant California, LLC	
Commerce Energy	Modesto Irrigation Dist	
Constellation New Energy	Morrison & Foerster	
CPUC	Morse Richard Weisenmiller & Assoc.	
Cross Border Inc	Navigant Consulting	
Crossborder Inc	New United Motor Mfg, Inc	
CSC Energy Services	Norris & Wong Associates	
Davis, Wright, Tremaine LLP	North Coast Solar Resources	
Defense Fuel Support Center	Northern California Power Agency	
Department of the Army	Office of Energy Assessments	
Department of Water & Power City	OnGrid Solar	
DGS Natural Gas Services	Palo Alto Muni Utilities	