

February 9, 2000

ADVICE 2211-G/1967-E

Public Utilities Commission of the State of California

Pacific Gas & Electric Company (PG&E) hereby submits for filing revisions to its gas and electric tariffs. The affected tariff sheets are listed on the enclosed Attachment I.

The purpose of this filing is to revise gas and electric Form No. 02-2590—Agreement for Interim Service to Separately Metered Facilities (Agreement) (formerly known as Continuity of Service Agreement). The proposed changes to the Agreement will clarify the responsibilities of landlords or facility owners (Applicant) and PG&E under the Agreement, and ensure that Applicants and new tenants who lease or rent space from the Applicant will be advised of their rate options in accordance with PG&E's gas and electric Rule 12. PG&E also is deleting outdated Form No. 62-3262—Request for Service, from its gas and electric tariffs.

Background

As a convenience to Applicants who lease or rent individually-metered units to tenants, PG&E offers the “Interim Service” option. Under the Agreement and at the Applicant’s request, PG&E agrees to maintain gas and/or electric service to vacant units in Applicant’s facility by placing the service accounts in the Applicant’s name when tenants move out of the Applicant’s facility. The proposed revisions to the Agreement also clarify Applicant’s responsibility for service accounts in the event that a tenant moves in prior to establishing service with PG&E.

Agreement Revisions

The following revisions have been made to the Agreement. Sections have been numbered for easier reference.

First paragraph--Specifies service address of Applicant’s Facility and more clearly describes “Interim Service.”

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Section 1—Clarifies that Applicant is the owner or manager of the property defined as “Applicant’s Facility.”

Section 2—Clarifies PG&E’s responsibilities following a tenant’s request for termination of liability for service. Provides space for Applicant’s mailing address for Interim Service bills.

Section 3—Clarifies that Applicant is responsible for Interim Service bills for all units in Applicant’s Facility.

Section 4—Clarifies that the Interim Service arrangement is only available for full (bundled) service.¹ Clarifies that Interim Service automatically will be established under an applicable gas or electric rate schedule, and that the Applicant must contact PG&E if they wish to select a different applicable rate schedule for Interim Service.

Section 5—Advises Applicant that they may request an applicable rate schedule change at any time during Interim Service and the change will be effective in accordance with the rate schedule and Rule 12. Direct Access and other electric supply options for Interim Service may be requested in accordance with electric Rule 22.

Section 6—Clarifies that PG&E may transfer Applicant’s closing bills to [one of] Applicant’s open PG&E accounts under the provisions of gas and electric Rule 8.C.

Section 7—Clarifies Applicant’s responsibilities if conflicts arise as to starting date of new tenant’s responsibility for payment of service.

Section 8—Indemnifies PG&E for damages associated with non-performance under the Agreement, and clarifies that service may be disconnected for non-payment in accordance with the applicable tariffs.

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¹ Under the provisions of the Agreement, service is automatically switched into the Applicant’s name when a tenant requests termination for liability of service. The requirements for establishing unbundled gas or electric service do not provide for an account to be opened automatically in an Applicant’s name; therefore, the Interim Service option does not comport with unbundled service options, and therefore is only available to Applicants who wish to take full (bundled) service.

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Section 9—States that the Agreement may not be assigned to another party (no change from current Agreement).

Section 10—Clarifies procedure for termination of Agreement and Applicant's responsibilities in the event of termination

Section 11—Adds PG&E's mailing address for correspondence related to the Agreement.

Section 12—Defines Commission jurisdiction, as required by gas and electric Rule 5 (no change from current Agreement.)

Page 3 of the current Agreement, which contains spaces for multiple account and apartment numbers, is no longer necessary and is hereby eliminated. Such information may be attached to the Agreement as needed.

Form No. 62-3262—Request for Service, is being deleted from PG&E's gas and electric tariffs. PG&E personnel previously used this form to obtain customer information when a new customer/tenant assumed responsibility for an existing service account. PG&E now establishes credit information for new customers via computer, which also ensures that customers are informed of applicable rate and supply options, as required by gas and electric Rules 12 and electric Rule 22. Therefore, Form No. 62-3262 is no longer required.

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

PG&E requests that this filing be approved on regular notice, **March 20, 2000**, which is 40 days after the date of this filing.

Anyone wishing to protest this advice letter may do so by sending a letter within twenty (20) days after the date of this filing. Protests should be mailed to:

IMC Branch Chief
Energy Division
California Public Utilities Commission
505 Van Ness Avenue, Room 4002
San Francisco, California 94102
Facsimile: (415) 703-2200

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Copies should also be mailed to the attention of Director, Energy Division, and Jerry Royer, Energy Division, at the address above. A copy of the protest should be sent by U.S. mail and via facsimile to:

Pacific Gas and Electric Company
Attention: Les Guliasi
Manager, Regulatory Relations
77 Beale Street, Mail Code B10C
P.O. Box 770000
San Francisco, California 94177
Facsimile: (415) 973-7226

The protest shall set forth the grounds upon which it is based, and shall be submitted expeditiously. There is no restriction on who may file a protest.

In accordance with Section III, Paragraph G, of General Order 96-A, PG&E is mailing copies of this advice letter to the utilities and interested parties shown on the attached list. For mailing list changes, please telephone Nelia Avendano at (415) 973-3529.

Vice President – Regulatory Relations

Attachments

**Tariff Sheets
Are Not
Available**