

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



January 4, 2007

Advice Letter 2932-E

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

Subject: New Form 79-1078 – Agreement for Unmetered Electric Service to Devices
Connected to Pacific Gas and Electric Company's Street Light Facilities

Dear Ms. de la Torre:

Advice Letter 2932-E is effective January 1, 2007. A copy of the advice letter is returned
herewith for your records.

Sincerely,

Sean H. Gallagher, Director
Energy Division

REGULATORY RELATIONS	
M Brown	Tariffs Section
R Dela Torre	D Poster
B Lam	S Ramaiya
JAN 8 2007	
Return to _____	
File _____	
cc to _____	



Brian K. Cherry
Vice President
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

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

November 13, 2006

Advice 2932-E

(Pacific Gas and Electric Company ID U39 E)

Subject: New Form 79-1078 – Agreement for Unmetered Electric Service to Devices Connected to Pacific Gas and Electric Company’s Street Light Facilities

Public Utilities Commission of the State of California

Pacific Gas and Electric Company (PG&E) hereby submits to the California Public Utilities Commission (Commission) new Form 79-1078 – Agreement for Unmetered Electric Service to Devices Connected to Pacific Gas & Electric Company Street Light Facilities (Agreement). The affected tariff sheets are listed on the enclosed Attachment 1.

Purpose

As the number and variety of customer requests for unmetered electric connections increase, PG&E has found that no single unmetered agreement fits all situations. To address current customer requests and to provide some flexibility to meet future needs, PG&E proposes to establish new Form 79-1078 – Agreement for Unmetered Electric Service to Devices Connected to Pacific Gas & Electric Company Street Light Facilities.

Background

In response to continuing requests for service to unmetered loads, PG&E continues to refine its options for those services.

In Advice Letter (Advice) 2141-E filed in 2001, PG&E specified conditions for service to unmetered loads directly connected to PG&E distribution facilities. PG&E expressed in that letter the need to address and control unmetered loads, recognizing that with increased demands for wireless internet access and other developing technologies requests for unmetered services would also increase.

Advice 2551-E filed in 2004 attempted to further refine agreements for unmetered loads by establishing a version for wireless use.

In response to requests from numerous cities and internet service providers working in partnership with cities, PG&E established a standard form agreement to manage wireless internet and security devices connected to government owned street lights in Advice 2752-E.

Under PG&E's electric Rule 16, Section B.1, all usage must be metered; However, certain exceptions are allowed, as set forth in electric Schedules LS-1—*PG&E-Owned Street and Highway Lighting*, and LS-2—*Customer-Owned Street and Highway Lighting*, and Preliminary Statement A Section 6—*Description of Service Area and General Requirements*. Preliminary Statement Part A.6 allows PG&E to bill for certain small loads without metering.¹ It is PG&E's practice to provide unmetered service to customers with small, constant load and consistent hours of operation in situations where the load is impractical to meter.

At the present time, customers have three options available to energize loads under the current tariffs:

First, the customer may take metered service under an appropriate general service rate schedule. However, for many small loads, metering is not currently practical.

Second, the customer may take service under the current unmetered provisions of Form 79-972 "Agreement for Unmetered Electrical Service" by establishing service connections for new equipment directly to PG&E's distribution system. These connections are more cost-effective than metered installations, but some customers do not prefer this second option because it does not provide them with the minimal connection costs they desire.

Third, under form 79-1048, "Agreement for Low Wattage Equipment Connected to Customer-Owned Street Light Facilities", a governmental agency may now arrange for connecting low wattage devices to its street lights as the customer of record.

PG&E has found that no single one of its existing unmetered agreements fits all situations. Wireless internet service providers have expressed a desire to

¹ Preliminary Statement Part A.6.a provides that, "MEASUREMENT OF ELECTRIC ENERGY: Unless otherwise provided in the applicable tariff schedules, all electric energy supplied to customers by PG&E will be measured by means of suitable standard electric meters except where energy supplied to highway sign lighting, traffic control devices, communication system amplifiers or other loads can be accurately determined from load and operating time or other relevant data and where, in the opinion of PG&E, the installation of a meter is impractical."

expand their network systems so that they can obtain coverage in larger geographic areas. In some cases, the wireless internet service providers may have already installed devices on government agency-owned street light systems, but require additional locations where PG&E-owned street light facilities are in place.

PG&E has also received increasing requests from governmental agencies that seek to install security cameras on PG&E-owned street light facilities that are energized through a connection to the street light.

In order to accommodate requests to energize wireless internet and security devices by connecting to PG&E street light facilities, there is a need for an agreement similar to Form 79-1048 to address billing issues. However, such an agreement produces a potential conflict with Rate Class distinction, Rate design impacts, and certain interpretations associated with application of Electric Rules 15 and 16.

To address current customer requests and to provide some flexibility to meet future needs, PG&E proposes to establish a separate agreement for devices attached to PG&E facilities, energized by connection to PG&E street lights. Such an agreement will meet the needs of the wireless community and government agencies by providing economic installation options for electric connections.

Proposal

PG&E's proposed new Agreement provides for the following:

- Installation of security or wireless communication devices energized by connection to unmetered PG&E-owned street light facilities. Such connections are restricted to street light facilities that are not a particular aesthetic selection by the street light customer of record, where the energy connection is made through an exposed photocell without any modification of the luminaire.
- The terms and conditions of the physical attachment of the security or wireless communication devices to PG&E's facilities will be memorialized in a separate license agreement in accordance with General Order 69-C.
- Energy billing arrangements similar to form 79-1048 for those devices energized by connection to the street light photo control, minimizing customer charges by grouping the unmetered devices under one account in each town or territory where they are installed.
- The proposed agreement provides for slightly larger loads than

allowed in form 79-1048. To provide additional flexibility in meeting customer needs, the proposed limit for loading in the proposed agreement is one hundred fifty (150) watts or less rated or average consumption. Connections to government agency owned street light systems are limited by Rate Schedule LS-2 "Customer Owned Street and Highway Lighting" to fifty (50) watts or less rated or average consumption.

- The customer is responsible for maintaining the inventory of connected devices and providing regular reports for billing amounts since installations and energy connections may be made by the customer.
- The Agreement specifies that the customer requesting the photo control connection will be responsible for any street light circuit upgrades if required for the purpose of the devices being connected.

Other Issues Related to Rules 15 and 16

In the course of allowing energy connections to street light facilities, PG&E anticipates the need to clarify several concepts in order to simplify processes while holding to fair recovery of costs.

Street lights are not distribution facilities in the sense that they serve distribution loads. Street lights are an appliance rented to a customer for a specific service and are a separate rate class with separate rate making.

It is PG&E's belief that the connection of wireless or security devices to street lights should be interpreted as service to a second entity. However, under current practices, when PG&E connects non-street light load to an underground street light circuit wire, the assets are reclassified as distribution facilities and with the exception of the electrolier, the provisions of Rule 15 apply to the non-street light load. Electric Rules 15 and 16 distinguish between a distribution facility (which is designed to supply two or more services) and a service facility (designed to supply a single service). Allowing the connection of a device directly to a street light creates a potential ambiguity in the tariff.

PG&E requests the Commission to approve in this advice letter an interpretation that connection of devices directly to street light photocells does not constitute a "service" for purposes of applying provisions of Electric Rules 15 and 16. While PG&E understands the need to allow these requested connections to street lights facilities, and that the Commission generally supports the growth of wireless internet networks, PG&E does not believe street light poles, lamps or other parts of the street light system should be treated as the nearest distribution source for

typical Rule 15 or 16 loads based upon the connection of a wireless or security device. Street light circuits are not designed or intended to serve larger loads. If the PG&E street light system were to be identified as the nearest available distribution source for other customers and developments, it is likely that this would result in major reinforcement costs at the expense of existing customers. Therefore, PG&E's proposes that the connection of security or wireless communication devices to street light facilities will not constitute a second service for purposes of applying provisions of Electric Rules 15 and 16.

Timeliness

While new technologies and customer needs are still developing, PG&E believes that it is appropriate to file this agreement now due to the existing demand for unmetered service from PG&E-owned street light facilities.

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 **December 4, 2006**, 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
Tariff Files, Room 4005
DMS Branch
505 Van Ness Avenue
San Francisco, California 94102

Facsimile: (415) 703-2200
E-mail: jjn@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.

Brian K. Cherry
Vice President, Regulatory Relations

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

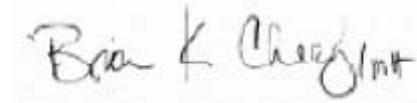
Effective Date

PG&E requests this advice letter be approved effective **January 1, 2007**, but that the Energy Division provides approval upon regular notice, **December 13, 2006**, which is 30 calendar days from 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 also be accessed electronically at:

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

A handwritten signature in black ink that reads "Brian K. Chappell". The signature is written in a cursive style and is positioned above the typed name.

Vice President - 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 U39M

Utility type:

ELC GAS
 PLC HEAT WATER

Contact Person: Megan Hughes

Phone #: (415) 973-1877

E-mail: MEHr@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) #: **2932-E**

Subject of AL: New Form 79-1078 – Agreement for Unmetered Electric Service to Devices Connected to Pacific Gas and Electric Company's Street Light Facilities

Keywords (choose from CPUC listing): Forms, Agreements, Street Lights

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

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

Resolution Required? Yes No

Requested effective date: **January 1, 2007**

No. of tariff sheets: 3

Estimated system annual revenue effect: (%):

Estimated system average rate effect (%):

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: Form 79-1078

Service affected and changes proposed¹: New Wireless Agreement for Unmetered Electric Service to Devices Connected Street Light Facilities

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
inj@cpuc.ca.gov

Utility Info (including e-mail)
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

¹ Discuss in AL if more space is needed.

**ATTACHMENT 1
Advice 2932-E**

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
25450-E	Sample Form 79-1078--Agreement for Unmetered Electric Service to Wireless Devices Energized by Connection to Pacific Gas and Electric Company Street Light Facilities	New
25451-E	Table of Contents -- Rate Schedules	25371-E
25452-E	Table of Contents -- Sample Forms	24634-E



Pacific Gas and Electric Company
San Francisco, California

Cancelling

Original

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

25450-E

PACIFIC GAS AND ELECTRIC COMPANY
AGREEMENT FOR UNMETERED ELECTRIC SERVICE
TO DEVICES CONNECTED TO PACIFIC GAS AND ELECTRIC
STREET LIGHT FACILITIES
FORM NO. 79-1078 (12/06)
(ATTACHED)

(N)

(N)

Advice Letter No. 2932-E
Decision No.

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed November 13, 2006
Effective _____
Resolution No. _____

105109



Agreement for Unmetered Electric Service to Devices Connected to Pacific Gas and Electric Company's Street Light Facilities*

<u>PG&E Use only</u>	
Distribution:	References:
<u>Original: Records Processing</u>	PM# _____
<u>Copies: Division, Customer</u>	BD# _____
	SA# _____

This Agreement for Unmetered Electric Service to Devices Connected to Pacific Gas and Electric Company's Street Light Facilities (Agreement) between _____ (Customer) and Pacific Gas and Electric Company (the Company) is to establish and govern the provisions of unmetered electric service provided by the Company at the locations reported for security devices and wireless communication equipment described in the attachments to this Agreement.

A. WHEREAS, such equipment will be owned, operated and/or maintained by Customer;

B. WHEREAS, Customer intends to energize such equipment by connecting to Company-owned street light facilities consisting of a street light with an exposed (external) photocell control mounted on a distribution pole or on a dedicated street light pole by means of a bracket or support arm, where PG&E has ownership interest in and maintenance responsibility for the pole, luminaire, support arm, control facility and internal wiring at various locations within the Company's service territory, where the lighting facilities are not a particular aesthetic selection by the street light customer of record and with the exception of series street light circuits served above 480 volts; and

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

D. WHEREAS, the consumption of electricity at such locations and for such equipment can be reasonably determined from Manufacturer's specifications and operating characteristics of the Customer where the load is 24 hour constant and of one hundred fifty (150) watts or less rated or average consumption on any one street light circuit; and

E. 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 equipment 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:

- Customer's equipment that is the subject of this Agreement is identified in the data sheets set forth in Attachment A (Equipment). The Equipment will be installed by Customer on the facilities described in Recital Paragraph B above with an energy connection on the Company-owned street light. The energy connection to such street light may be made by the Customer, or, at the Customer's option and expense, by the Company. The energy connection to such Equipment will be made through a twist-lock style connector to an exposed (external) photocell control for the luminaire without impairment to the operation of the street light and with no other modification to the luminaire or control, except for ancillary equipment that draws power through the primary device through a Power Over Ethernet connection or similar means approved by the Company. Each location will be grouped in a specific account, identified by either the city or unincorporated county where the Equipment is

* Automated Document, Preliminary Statement, Part A



**Agreement for Unmetered Electric Service to Devices Connected to Pacific Gas
and Electric Company's Street Light Facilities***

located for proper billing and accounting. The energy account will be billed on the Company's regular monthly billing cycle for unmetered loads. Billing of fixed usage shall be at the amount indicated in Paragraphs 2 and 3.

2. Energy use for each piece of Equipment will be billed on Schedule A1- Small General Service with an appropriate single customer charge for each grouped account.
 - a. Customer shall provide the Company with the Manufacturer's documentation on Equipment rating, documented average consumption and other information necessary for the Company to determine applicability of this Agreement prior to installation of Equipment. Attachment A documents the specific Equipment and the kilowatt hours (kWh) to be billed for each Equipment type.
3. The energy charge is based on the monthly kWh calculated from the documentation provided by the customer based on watt rating or average consumption, multiplied by 731 hours per month (for 24-hour continuous usage).
4. Pursuant to Section D of the Company's electric Rule 3, Customer shall furnish the Company with information, in a format acceptable to the Company, which verifies the number and location of all Equipment at each service location and reflecting the net result of any installations and removals. The information to be reported is described in Attachment B. The information shall be provided initially ten (10) days after the first month of installations and on the first business day of January, April, July and October thereafter. Each piece of Equipment shall be marked with its own identifying number or code acceptable for input into Company's billing system. Equipment ownership shall be identifiable from the ground for auditing purposes. The Company may require that Customer affix or install a Radio Frequency Identification Device (RFID), provided by the Company, for inventory verification purposes.
5. If it is determined by the Company 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 otherwise full applicable tariff charges for such electrical load, calculated in accordance with Paragraph 3, above. The Company reserves the right to field or bench test Equipment to verify the inputs described in documentation provided in Paragraph 2.a, above. Customer shall be financially responsible for any damage to Company facilities that results from a failure to accurately report Customer's loads.
6. 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 the Company or by an independent auditor selected by the Company. The cost of the audit shall be at the sole expense of the Customer. Customer will provide a complete and accurate inventory and other information as required in Paragraph 4 and in Attachment B. 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.
7. Neither this Agreement nor conditions of electric service hereunder shall constitute permission or authorization for any use or occupation of the facilities of the Company or any third party by



**Agreement for Unmetered Electric Service to Devices Connected to Pacific Gas
and Electric Company's Street Light Facilities***

Customer. Prior to any attachment to Company-owned distribution poles, dedicated street light poles or connection of Equipment to Company owned street light facilities a license agreement with the Company will be required. Such license agreement shall remain a condition of service hereunder. It shall be sole responsibility and obligation of Customer to secure any rights or permission that may be necessary for the placement and use of Customer's Equipment on or over private property or the public right of way.

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. The Equipment subject to this Agreement shall be installed, maintained and operated at all times in accordance with all Company design standards and requirements and with all applicable laws, rules and regulations by any governmental authority with jurisdiction, including Commission's General Order 95 (collectively "Laws"). Customer shall be responsible to correct all identified violations of Laws and all identified deviations from Company design standards or requirements. Where the Company makes corrections, Customer shall be responsible for all costs for the Company to remedy 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. Except when otherwise required by the Laws or in the event that the Company determines that the violation, deviation or infraction caused by the Equipment poses a threat to the public or utility worker(s) or that the installed Equipment adversely impacts service reliability, asset life or the safe operation of Company facilities, prior to the Company remedying such violation, deviation or infraction, the Company will give the Customer written notice and the opportunity to remedy the same. If the Customer fails to correct the violation, deviation or infraction within thirty (30) days of such notice, the Company may, but shall not be obligated to, remedy such violation, deviation or infraction.
10. Where the Company determines that the Equipment loads require changes to Company's serving facilities, or where rearrangements are required as a result of the added loads, all such modifications must be performed prior to connection of the Equipment and Customer shall be responsible for all costs associated with the work. Customer shall be financially responsible for any damage to Company facilities resulting from Equipment loads added prior to completion of any required work. Either the Company or Customer may determine that facility modifications are not practical or cost effective for specific locations, in which case service will be provided under Company's approved Tariffs and either an Agreement for Unmetered Electrical Service, form 79-972, or metering may be required.
11. 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, the license agreement for such equipment 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



Agreement for Unmetered Electric Service to Devices Connected to Pacific Gas and Electric Company's Street Light Facilities*

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. 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.

- 12. 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.
- 13. 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.
- 14. The Company is authorized to modify the form of Attachment A and B at its sole discretion and at any time require additional reasonable information from Customer for the purpose of this Agreement, including without limitation, accurate data concerning equipment, maintaining accurate records, and promoting accurate and efficient billing.
- 15. 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:	_____	Pacific Gas and Electric Company
Address:	_____	Billing Revenue & Records
	_____	P.O. Box 8239
	_____	Stockton, CA 95208
Attn:	_____	Attn. Unmetered Electric Usage

Customer's bill shall be mailed to the address listed below.

Billing Name: _____

Address: _____

Attn: _____

- 16. 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.

* Automated Document, Preliminary Statement, Part A



Agreement for Unmetered Electric Service to Devices Connected to Pacific Gas and Electric Company's Street Light Facilities*

- 17. If Customer acquires additional Equipment (connected by another Customer under the provisions of an identical Agreement) through merger, purchase, or other forms of acquisition, all such acquired Equipment shall become subject to this Agreement, and billing will be adjusted as required by this Agreement. Customer must provide the information necessary to complete new Attachment A(s), if such additional unmetered facilities have not previously been identified to the Company. Customer must also provide the information required to complete new or modify existing Attachment B(s) as specified in Paragraph 4. If Customer is acquired by a third party, assignment of this Agreement shall be subject to the provisions of Paragraph 18.
- 18. Customer may, with the Company's written consent, assign this Agreement if the assignee agrees in writing to perform all of Customer's obligations hereunder. 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 responsible for all obligations under this Agreement up to the effective date of the assignment. In lieu of an assignment, the Customer's successor in interest may retrofit the Equipment for metering under Company's existing tariffs.
- 19. Upon termination of this Agreement, Customer shall promptly disconnect Customer's Equipment from the street light facilities. Customer remains responsible for payment of energy and customer charges under this Agreement until Equipment is disconnected.
- 20. 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, or 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.
- 21. PG&E will exercise reasonable diligence and care to furnish and deliver a continuous and sufficient supply of electric energy to the Customer, but does not guarantee continuity or sufficiency of supply. PG&E will not be liable for interruption or shortage or insufficiency of supply, or any loss or damage of any kind of character occasioned thereby if same is caused by inevitable accident, act of God, fire, strikes, riots, war, or any other cause except that arising from its failure to exercise reasonable diligence.
- 22. This Agreement shall supersede existing letters of understanding, agreements and contracts, whether verbal or written, for the provision of unmetered services to the Equipment.

APPROVED:

Customer: _____

Pacific Gas and Electric Company

Title: _____

Title: _____

Name (Print): _____

Name (Print): _____

* Automated Document, Preliminary Statement, Part A



***Pacific Gas and
Electric Company™***

**Agreement for Unmetered Electric Service to Devices Connected to Pacific Gas
and Electric Company's Street Light Facilities***

Signature: _____

Signature: _____

Date: _____

Date: _____

Attachment A



Attachment A to Agreement for Unmetered Electric Service to Devices Energized by Connection to Pacific Gas and Electric Company's Street Light Facilities *

Form to be completed by PG&E

Date of Agreement _____

Date of this attachment _____

Distribution: Original Billing Revenue and Records	PM # _____
Copy Divisions, Service Planning, Customer	SA # _____

Applicant: _____

Address: _____

Billing Name: _____

Address (if different from mailing): _____

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

Manufacturer/model or series _____

Equipment type* _____

**Use only one Attachment A per Equipment type*

Basic calculation for monthly kiloWatt hours (kWh) rounded to the nearest whole kWh for billing.

$((\text{Nominal voltage} \times \text{Amps}) / 1000) \times \text{hours of operation}$

731 hours is applied for 24 hour load.

Adjust Amps as needed when Average Documented Consumption is used in place of full rated amps for proper kWh billing.

Rate schedule	Nominal volts	Amps	Operating hours	kWh/Mo billing
A1			731	0

Applicant must provide the following:

- Equipment model, type and unit identification number
- Input ratings in amps, nominal volts or documented average consumption
- Description of apparatus, if any, which controls hours of equipment operation, photo control or other operating characteristics including range of efficiency rating, selectable range of voltages, and any other information deemed necessary by Pacific Gas and Electric Company to accurately establish billing amounts.

Additional documentation and attachments as required by Pacific Gas and Electric Company:

- Pursuant to paragraphs 2a and 4 of the Agreement, for billing reporting, information required includes, but is not limited to:
- Equipment location (e.g., Street light number, GPS coordinate or other acceptable identification. Information required on Attachment B to the Agreement must be provided.)
- 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 Attachments for Unmetered Electric Service
- Necessary information to complete an Electric Rule 3 request for service if required.

Rates and Tariffs
Form 79-1078
Advice 2932-E
December 2006



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Preliminary Statements	25155,25372,25349,25373-E	
Rules	25154-E	
Maps, Contracts and Deviations.....	23053-E	
Sample Forms	25013,24993,24994,24958,25452,25042,10572,23225-E	(T)

RATE SCHEDULES

<u>SCHEDULE</u>	<u>TITLE OF SHEET</u>	<u>CAL P.U.C. SHEET NO.</u>
RESIDENTIAL RATES		
E-1	Residential Service	24768,24769,24770,19910,24771,24772-E
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62-4510		Agreement for Street and Highway Lighting (Overhead Service)	3053-E
62-4908	02/67	Outdoor Lighting Agreement	4361-E
79-938		Customer-Owned Streetlights PG&E Pole Contract Agreement	11568-E
79-1048	03/06	Agreement for Unmetered Low Wattage Equipment Connected to Customer-Owned Streetlight Facilities	24633-E
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**PG&E Gas and Electric Advice
Filing List
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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 & Elsesser	Dutcher, John	Praxair, Inc.
Ancillary Services Coalition	Dynegy 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	Stanford University
California ISO	International Power Technology	Sutherland, Asbill & Brennan
Calpine	Interstate Gas Services, Inc.	Tabors Caramanis & Associates
Calpine Corp	IUCG/Sunshine Design LLC	Tecogen, Inc
Calpine Gilroy Cogen	J. R. Wood, Inc	TFS Energy
Cambridge Energy Research Assoc	JTM, Inc	Transcanada
Cameron McKenna	Luce, Forward, Hamilton & Scripps	Turlock Irrigation District
Cardinal Cogen	Manatt, Phelps & Phillips	U S Borax, Inc
Cellnet Data Systems	Marcus, David	United Cogen Inc.
Chevron Texaco	Matthew V. Brady & Associates	URM Groups
Chevron USA Production Co.	Maynor, Donald H.	Utility Cost Management LLC
City of Glendale	MBMC, Inc.	Utility Resource Network
City of Healdsburg	McKenzie & Assoc	Wellhead Electric Company
City of Palo Alto	McKenzie & Associates	Western Hub Properties, LLC
City of Redding	Meek, Daniel W.	White & Case
CLECA Law Office	Mirant California, LLC	WMA
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	