

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE

SAN FRANCISCO, CA 94102-3298



November 2, 2007

Advice Letter 2869-G/3127-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: Mobile Home Park Bill Calculation Service in Compliance  
with Decision 07-03-044

Dear Mr. Cherry:

Advice Letter 2869-G/3127-E is effective November 1, 2007.

Sincerely,

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

Sean H. Gallagher, Director  
Energy Division

September 28, 2007

**Advice 2869-G/3127-E**

(Pacific Gas and Electric Company ID U 39 M)

Public Utilities Commission of the State of California

**Subject:** Mobile Home Park Bill Calculation Service in Compliance with  
Decision 07-03-044

Pacific Gas and 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.

**Purpose**

In compliance with Decision (D.) 07-03-044, approving PG&E's 2007 General Rate Case (GRC), PG&E submits revisions to gas rate schedules GT and GTL, electric rate schedules ET and ETL, and new Form 79-1104.

**Background**

On June 27, 2006, PG&E, WMA, and TURN submitted a joint proposal ("Joint Proposal") in PG&E's GRC for PG&E to calculate the gas and electric utility bills for sub-metered tenants of mobile home parks (MHPs). The Joint Proposal included a pro forma bill calculation service agreement as well as pro forma tariff language.<sup>1</sup> The Joint Proposal was incorporated into the Settlement Agreement in PG&E's 2007 GRC which was approved in D. 07-03-044 on March 15, 2007.

On March 22, 2007, PG&E sent a letter to the Executive Director of the Energy Division requesting an extension of time to comply with the directive of D.07-03-044 to commence offering regarding billing calculation services. The Energy Division granted PG&E's request, moving the effective date from June 1, 2007, to November 1, 2007.

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<sup>1</sup> This Advice presents that pro forma service agreement and tariff language, with one substantive change. Specifically, the tariff language required MHP owners to provide billing information for periods between 27 to 33 days. The language set forth herein, which allows for billing periods no more than 33 days, relaxes the previous requirement in order to allow for shorter billing periods.

Accordingly, this Advice presents an optional billing service for MHP owners who provide submetered electricity or gas service to their tenants. Under this service, MHP owners will provide metered usage information for their tenants<sup>2</sup> to PG&E through a secured link at [www.pge.com](http://www.pge.com). PG&E will calculate the tenants' bills in accordance with applicable rate schedules in an ancillary system to the Customer Information System, and PG&E will return the bill calculation information to the applicable MHP owners electronically via email. PG&E will recover the costs of this service from those MHP owners taking part in the services through the fees described herein.

### **Tariff Revisions**

PG&E submits revisions to gas rate schedules GT and GTL and to electric rate schedules ET and ETL to include the pro forma language as presented in the Joint Proposal.

PG&E also submits for approval new Form 79-1104 – Bill Calculation Service Agreement.

### **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 **October 18, 2007**, which is 20 days after the date of this filing. 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: [ijnj@cpuc.ca.gov](mailto:ijnj@cpuc.ca.gov) and [mas@cpuc.ca.gov](mailto:mas@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.

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<sup>2</sup> Although not specified in the service agreement, PG&E shall also need from the MHP owners certain tenant-specific information (e.g., the tenant's heating source, whether the customer participates in any low-income discount programs such as CARE, and whether the customer receives a medical baseline allowance). This information would be provided to PG&E during initial account set-up.

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:

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

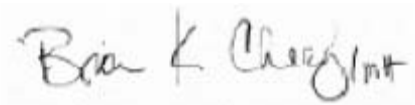
Facsimile: (415) 973-7226  
E-mail: [PGETariffs@pge.com](mailto:PGETariffs@pge.com)

### **Effective Date**

PG&E requests that this advice filing become effective on November 1, 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 and the parties on the service list for A.05-12-002. Address changes to the General Order 96-B service list should be directed to Rose de la Torre at (415) 973-4716. Send all electronic approvals to [PGETariffs@pge.com](mailto:PGETariffs@pge.com). Advice letter filings can also be accessed electronically at: <http://www.pge.com/tariffs>



Vice President, Regulatory Relations

Attachments

cc: Service List A.05-12-002

# 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: 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) #: 2869-G/3127-E

**Tier: 2**

Subject of AL: Mobile Home Park Bill Calculation Service in Compliance with Decision 07-03-044

Keywords (choose from CPUC listing): Mobile Home Parks, Compliance

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

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #: D.07-03-044

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: No

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 1, 2007

No. of tariff sheets: 14

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: Gas Rate Schedules GT and GTL, Electric Rate Schedules ET and ETL, and Form 79-1104

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 1  
Advice 2869-G**

<b>Cal P.U.C. Sheet No.</b>	<b>Title of Sheet</b>	<b>Cancelling Cal P.U.C. Sheet No.</b>
26568-G	Schedule GT--Mobilehome Park Service	New
26569-G	Schedule GTL--Mobilehome Park CARE Program Service	New
26570-G	Sample Form 79-1104--Bill Calculation Service Agreement	New
26571-G	Table of Contents -- Rate Schedules	25051-G
26572-G	Table of Contents -- Sample Forms	New
26573-G	Table of Contents -- Title Page	25098-G

**ATTACHMENT 1  
Advice 3127-E**

<b>Cal P.U.C. Sheet No.</b>	<b>Title of Sheet</b>	<b>Cancelling Cal P.U.C. Sheet No.</b>
26678-E	Schedule ET--Mobilehome Park Service	25756-E
26679-E	Schedule ET (Cont.)	New
26680-E	Schedule ET--Mobilehome Park Service	25717-E
26681-E	Schedule ETL--Mobilehome Park CARE Program Service	25786-E
26682-E	Schedule ETL (Cont.)	New
26683-E	Schedule ETL--Mobilehome Park CARE Program Service	25724-E
26684-E	Sample Form 79-1104--Bill Calculation Service Agreement	New
26685-E	Table of Contents -- Rate Schedules	26400-E
26686-E	Table of Contents -- Sample Forms	26295-E
26687-E	Table of Contents -- Title Page	26402-E



SCHEDULE GT—MOBILEHOME PARK SERVICE  
(Continued)

**BILLING  
CALCULATION  
SERVICES:**

Customers choosing to enroll in this optional service must first complete a Bill Calculation Service Agreement (Form 79-1104). Customers served under the provisions of Rate Schedule GT may elect to have PG&E provide bill calculation services, to assist them in determining their submetered tenant's utility charges. To utilize PG&E bill calculation services, the customer must create a user account at [www.pge.com](http://www.pge.com) and agree to provide the following information: tenant's identification number or address, tenant's rate schedule, tenant's billing period (beginning and ending dates of 33 days or less), tenant's beginning and ending meter reads via a secure internet interface described in Form 79-1104. Customers choosing to have PG&E perform bill calculation services for a mobile home park or manufactured housing community are subject to the following charges:

<u>Per Submetered Tenant Per Transaction</u>	
Standard Bill Calculation Charge	\$0.27
Special Service Fee	Actual Labor and Material Cost*

\* The Actual labor charge will be determined by multiplying the employee(s) hourly rate for each job by the number of hours worked (to the closest one quarter hour), plus materials cost, if applicable. Hourly personnel rates are available upon request.



SCHEDULE GTL—MOBILEHOME PARK CARE PROGRAM SERVICE  
(Continued)

**BILLING  
CALCULATION  
SERVICES:**

Customers choosing to enroll in this optional service must first complete a Bill Calculation Service Agreement (Form 79-1104). Customers served under the provisions of Rate Schedule GTL may elect to have PG&E provide bill calculation services, to assist them in determining their submetered tenant's utility charges. To utilize PG&E bill calculation services, the customer must create a user account at [www.pge.com](http://www.pge.com) and agree to provide the following information: tenant's identification number or address, tenant's rate schedule, tenant's billing period (beginning and ending dates of 33 days or less), tenant's beginning and ending meter reads via a secure internet interface described in Form 79-1104. Customers choosing to have PG&E perform bill calculation services for a mobile home park or manufactured housing community are subject to the following charges:

<u>Per Submetered Tenant Per Transaction</u>	
Standard Bill Calculation Charge	\$0.27
Special Service Fee	Actual Labor and Material Cost*

\* The Actual labor charge will be determined by multiplying the employee(s) hourly rate for each job by the number of hours worked (to the closest one quarter hour), plus materials cost, if applicable. Hourly personnel rates are available upon request.





**Pacific Gas and Electric Company**  
San Francisco, California  
U 39

Original

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

26570-G\*

PACIFIC GAS AND ELECTRIC COMPANY

BILLING CALCULATION SERVICE AGREEMENT  
FORM NO. 79-1104 (09/07)  
(ATTACHED)

(N)  
|  
|  
(N)

Advice Letter No. 2869-G  
Decision No. 07-03-044

107366

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

Date Filed September 28, 2007  
Effective November 1, 2007  
Resolution No. \_\_\_\_\_

## Bill Calculation Service Agreement

Pacific Gas and Electric Company (PG&E) and \_\_\_\_\_  
(Customer), Service Account Number(s) \_\_\_\_\_, served under Schedule \_\_\_\_\_  
\_\_\_\_\_ ("Applicable Tariff") hereby enter into this Bill Calculation Service Agreement (Agreement) for the provision of fee-based bill calculation services. The purpose of this Agreement is for PG&E to provide bill calculation services for sub-metered tenants of Customer in accordance with the rates applicable to PG&E's residential customers. Customer and PG&E shall be individually referred to herein as a "Party" and collectively as the "Parties."

### Section 1: Service Description

- 1.1 To utilize PG&E bill calculation services, Customer must complete an application and agree to provide required tenant information identified below as: 1.1 a – d.

PG&E shall provide Customer password protected internet access allowing the Customer to transmit Customer's sub-metered tenant data to PG&E. Customer shall provide the following data for each sub-metered tenant for Customer's Service Account(s):

- a) sub-metered tenant's identification number or address
- b) sub-metered tenant's rate schedule
- c) sub-metered tenant's billing period (e.g. beginning and ending dates)
- d) sub-metered tenant's gas and/or electric meter reads.

- 1.2 PG&E shall calculate the sub-metered tenants' bills under the specified rate schedules in effect during the billing periods specified by Customer.
- 1.3 Should Customer determine that a sub-metered tenant's energy charges need to be recalculated because of incorrect information submitted by Customer to PG&E, Customer shall resubmit the data listed in Section 1.1. Each bill calculation request will result in a corresponding transaction charge to be paid by Customer according to the charges specified in the Applicable Tariff. The Customer will not be charged for additional calculations required due to errors made by PG&E.

## Bill Calculation Service Agreement

- 1.4 Customer shall request PG&E to calculate any applicable tenant refunds or credits resulting from orders of the California Public Utilities Commission (Commission) or other mechanisms that would otherwise apply to directly-metered residential customers of PG&E. PG&E shall be required to perform such requested calculations. Customer shall be responsible for the corresponding charges associated with such calculations, according to the charges specified in the Applicable Tariff.

### Section 2: Representations

- 2.1 The accuracy of the calculated sub-metered tenant's energy charges is largely dependent upon the accuracy of the information provided by Customer pursuant to Section 1.1. The data provided by Customer under this Agreement will not undergo the billing validation procedures performed by PG&E with respect to data for directly-metered customers of PG&E. PG&E shall not be responsible for assuring that the information provided by Customer is accurate.
- 2.2 Customer agrees to assume sole responsibility and risk for the use it makes of the data provided by PG&E to Customer under this Agreement.
- 2.3 Customer acknowledges that it will be provided a secure user name and password upon service initiation. Customer understands that if the Customer changes or authorizes a third party to change the password, then it will not be accessible to or known by PG&E or third parties that may be involved in providing services on PG&E's behalf. Customer agrees that it is solely responsible for and assumes the risk of maintaining the security of its user name(s) and password(s) by not providing them to unauthorized entities or persons.
- 2.4 Customer agrees to use the bill calculation services provided under this Agreement only for the Customer's sub-metered tenants located within PG&E's service territory and will not resell or otherwise use said services for any other purpose.

### Section 3: Term of Service

- 3.1 This Agreement shall have a minimum term of twelve (12) months ("Obligation Period") and thereafter become month-to-month with said term to commence the date the Customer is provided internet access for the services described under this Agreement. The Agreement shall terminate on the earlier of (a) following the Obligation Period, the date Customer's service is terminated with PG&E, (b) following the Obligation Period, the date Customer provides PG&E written notice requesting termination of services covered by this Agreement, (c) the date Customer fails to meet its

## Bill Calculation Service Agreement

obligations under the terms of this Agreement; or (d) the date the CPUC authorizes changes to PG&E tariffs including the termination of services or products covered by the Agreement.

- 3.2 Early termination or periods of suspension of Customer's service during the Obligation Period shall not count toward the minimum term and Customer shall remain liable for the remaining months unpaid in the Obligation Period.

### Section 4: Billing and Payment

PG&E will bill and Customer agrees to pay PG&E for all services and products provided by PG&E under this Agreement and Customer's Applicable Tariff. These charges are subject to change by PG&E, upon approval by the CPUC.

### Section 5: Limitation of Liability

In no event shall PG&E be liable for any damages which arise in connection with the services provided for Customer under the Applicable Tariff including, but not limited to, any special, indirect, incidental or consequential damages. PG&E's maximum liability hereunder, arising from any cause whatsoever, whether based in contract, warranty, tort (including negligence) strict liability or otherwise, shall not exceed the amount paid by Customer to PG&E.

### Section 6: Entire Agreement

This Agreement supersedes all other agreements or understandings, written or oral, between the Parties related to the subject matter hereof.

### Section 7: Enforceability

If any provision of this Agreement or the application thereof, is to any extent held invalid or unenforceable, the remainder of this Agreement and the application thereof shall not be affected and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law or in equity.

### Section 8: Dispute Resolution

- 8.1 All disputes between the Parties relating to the payment by the customer of any PG&E fees or charges shall be subject to the provisions of PG&E's applicable tariffs governing disputes over customer bills.

## Bill Calculation Service Agreement

- 8.2 The CPUC shall have jurisdiction to resolve disputes regarding PG&E's or Customer's performance of their obligations under this Agreement.

### Section 9: Applicable Law and Venue

This Agreement shall be interpreted, governed by and construed in accordance with the laws of the State of California.

### Section 10: Amendments or Modifications

This Agreement may be subject to such changes or modifications as the CPUC may from time to time direct or necessitate in the exercise of its jurisdiction.

## Bill Calculation Service Agreement

### Section 11: Miscellaneous

Any waiver at any time by either Party of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any other or subsequent default or matter and no waiver shall be considered effective unless in writing.

The Parties have executed this Agreement on the dates indicated below and agree to abide by the terms and conditions stated herein.

#### On Behalf of Customer

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Customer Account: \_\_\_\_\_

Service Accounts: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

#### On Behalf of PG&E

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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GM	Master-Metered Multifamily Service .....	25072, 23880, 23019-G
GS	Multifamily Service .....	25073, 23882, 23215-G
GT	Mobilehome Park Service .....	25074, 23884, 23023-G
GL-1	Residential CARE Program Service.....	25075, 23886-G
GL-1-NGV	Residential CARE Program Natural Gas Service for Compression on Customers' Premises... ..	25076, 23740-G
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GSL	Multifamily CARE Program Service.....	25078-25079, 23216-G
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G-CP	Gas Procurement Service to Core End-Use Customers .....	25084-G
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G-NT	Gas Transportation Service to Noncore End-Use Customers.....	24583, 24988, 22037, 22038-G
G-EG	Gas Transportation Service to Electric Generation .....	25037, 22895, 25038-25039-G
G-ESISP	Exchange Service Through ISP Facilities .....	24364-24365-G
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**Sample Forms  
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SCHEDULE ET—MOBILEHOME PARK SERVICE  
 (Continued)

SPECIAL  
 CONDITIONS:  
 (Cont'd.)

11. BILLING: A customer's bill is calculated based on the option applicable to the customer.

**Bundled Service Customers** receive supply and delivery services solely from PG&E. The customer's bill is based on the Total Rates and Conditions set forth in this schedule.

**Transitional Bundled Service** Customers take transitional bundled service as prescribed in Rules 22.1 and 23.1, or take bundled service prior to the end of the six (6) month advance notice period required to elect bundled portfolio service as prescribed in Rules 22.1 and 23.1. These customers shall pay charges for transmission, transmission rate adjustments, reliability services, distribution, nuclear decommissioning, public purpose programs, the FTA (where applicable), the RRBMA (where applicable), the applicable Cost Responsibility Surcharge (CRS) pursuant to Schedule DA CRS or Schedule CCA CRS, and short-term commodity prices as set forth in Schedule TBCC.

**Direct Access (DA) and Community Choice Aggregation (CCA) Customers** purchase energy from their non-utility provider and continue receiving delivery services from PG&E. Bills are equal to the sum of charges for transmission, transmission rate adjustments, reliability services, distribution, public purpose programs, nuclear decommissioning, the FTA (where applicable), the RRBMA (where applicable), the franchise fee surcharge, and the applicable CRS. The CRS is equal to the sum of the individual charges set forth below. Exemptions to the CRS are set forth in Schedules DA CRS and CCA CRS.

	DA CRS	CCA CRS
Energy Cost Recovery Amount Charge (per kWh)	\$0.00337 (R)	\$0.00337 (R)
Power Charge Indifference Adjustment (per kWh)	(\$0.00010) (I)	\$0.01986 (I)
DWR Bond Charge (per kWh)	\$0.00469 (R)	\$0.00469 (R)
CTC Charge (per kWh)	\$0.00014 (R)	\$0.00014 (R)
Total CRS (per kWh)	\$0.00810 (R)	\$0.02806 (R)

(L)

(Continued)



SCHEDULE ET—MOBILEHOME PARK SERVICE  
(Continued)

SPECIAL  
CONDITIONS:  
(Cont'd.)

12. BILL CALCULATION SERVICES: Customers choosing to enroll in this optional service must first complete a Bill Calculation Service Agreement (Form 79-1104). Customers served under the provisions of Rate Schedule ET may elect to have PG&E provide bill calculation services, to assist them in determining their submetered tenant's utility charges. To utilize PG&E bill calculation services, the customer must complete an application and agree to provide the following information: tenant's identification number or address, tenant's rate schedule, tenant's billing period (beginning and ending dates of 33 days or less), tenant's beginning and ending meter reads via a secure internet interface described in Form 79-1104. Customers choosing to have PG&E perform bill calculation services for a mobile home park or manufactured housing community are subject to the following charges:

Per Submetered Tenant  
Per Transaction

Standard Bill Calculation Charge      \$0.27

Special Service Fee      Actual Labor and  
Material Cost\*

13. FIXED TRANSITION AMOUNT: Residential customers are obligated to pay a FTA, also referred to as a Trust Transfer Amount (TTA), as described in Schedule E-RRB and defined in Preliminary Statement Part AS. In addition, residential customers receive the benefit of the RRBMA rate.
14. SOLAR GENERATION FACILITIES EXEMPTION: Customers who utilize solar generating facilities which are less than or equal to one megawatt to serve load and who do not sell power or make more than incidental export of power into PG&E's power grid and who have not elected service under Schedule NEM, will be exempt from paying the otherwise applicable standby reservation charges.

\* The Actual labor charge will be determined by multiplying the employee(s) hourly rate for each job by the number of hours worked (to the closest one quarter hour), plus materials cost, if applicable. Hourly personnel rates are available upon request.

(Continued)



SCHEDULE ET—MOBILEHOME PARK SERVICE  
(Continued)

SPECIAL  
CONDITIONS:  
(Cont'd.)

15. DISTRIBUTED ENERGY RESOURCES EXEMPTION: Any customer under a time-of-use rate schedule using electric generation technology that meets the criteria as defined in Electric Rule 1 for Distributed Energy Resources is exempt from the otherwise applicable standby reservation charges. Customers qualifying for this exemption shall be subject to the following requirements. Customers qualifying for an exemption from standby charges under Public Utilities (PU) Code Sections 353.1 and 353.3, as described above, must transfer to a time-of-use rate, to receive this exemption until a real-time pricing program, as described in PU Code 353.3, is made available. Once available, customers qualifying for the standby charge exemption must participate in the real-time program referred to above. Qualification for and receipt of this distributed energy resources exemption does not exempt the customer from metering charges applicable to time-of-use (TOU) and real-time pricing, or exempt the customer from reasonable interconnection charges, non-bypassable charges as required in Preliminary Statement BB - *Competition Transition Charge Responsibility for All Customers and CTC Procurement*, or obligations determined by the Commission to result from participation in the purchase of power through the California Department of Water Resources, as provided in PU Code Section 353.7. (T)
16. DWR BOND CHARGE: The Department of Water Resources (DWR) Bond Charge was imposed by California Public Utilities Commission Decision 02-10-063, as modified by Decision 02-12-082, and is property of DWR for all purposes under California law. The Bond Charge applies to all retail sales, excluding CARE and Medical Baseline sales. The DWR Bond Charge (where applicable) is included in customers' total billed amounts. (T)



SCHEDULE ETL—MOBILE HOME PARK CARE PROGRAM SERVICE  
 (Continued)

SPECIAL  
 CONDITIONS:  
 (Cont'd.)

11. BILLING: (Cont'd.)

**Bundled Service Customers** receive supply and delivery services solely from PG&E. The customer's bill is based on the Total Rates and Conditions set forth in this schedule.

**Transitional Bundled Service Customers** take transitional bundled service as prescribed in Rules 22.1 and 23.1, or take bundled service prior to the end of the six (6) month advance notice period required to elect bundled portfolio service as prescribed in Rules 22.1 and 23.1. These customers shall pay charges for transmission, transmission rate adjustments, reliability services, distribution, nuclear decommissioning, public purpose programs, the FTA (where applicable), the RRBMA (where applicable), the applicable Cost Responsibility Surcharge (CRS) pursuant to Schedule DA CRS or Schedule CCA CRS, and short-term commodity prices as set forth in Schedule TBCC.

**Direct Access (DA) and Community Choice Aggregation (CCA) Customers** purchase energy from their non-utility provider and continue receiving delivery services from PG&E. Bills are equal to the sum of charges for transmission, transmission rate adjustments, reliability services, distribution, public purpose programs, nuclear decommissioning, the FTA (where applicable), the RRBMA (where applicable), the franchise fee surcharge, and the applicable CRS. The CRS is equal to the sum of the individual charges set forth below. Exemptions to the CRS are set forth in Schedules DA CRS and CCA CRS.

	CARE AND MEDICAL BASELINE USE	DA CRS NON- QUALIFYING CARE USE	CCA CRS NON- QUALIFYING CARE USE
Energy Cost Recovery Amount Charge (per kWh)	\$0.00337 (R)	\$0.00337 (R)	\$0.00337 (R)
Power Charge Indifference Adjustment (per kWh)	\$0.00000	(\$0.00010) (I)	\$0.01986 (I)
DWR Bond Charge (per kWh)	\$0.00000	\$0.00469 (R)	\$0.00469 (R)
CTC Charge (per kWh)	\$0.00014 (R)	\$0.00014 (R)	\$0.00014 (R)
Total CRS (per kWh)	\$0.00351 (R)	\$0.00810 (R)	\$0.02806 (R)

(L)

(Continued)



SCHEDULE ETL—MOBILE HOME PARK CARE PROGRAM SERVICE  
(Continued)

SPECIAL  
CONDITIONS:  
(Cont'd.)

12. BILL CALCULATION SERVICES: Customers choosing to enroll in this optional service must first complete a Bill Calculation Service Agreement (Form 79-1104). Customers served under the provisions of Rate Schedule ETL may elect to have PG&E provide bill calculation services, to assist them in determining their submetered tenant's utility charges. To utilize PG&E bill calculation services, the customer must complete an application and agree to provide the following information: tenant's identification number or address, tenant's rate schedule, tenant's billing period (beginning and ending dates of 33 days or less), tenant's beginning and ending meter reads via a secure internet interface described in Form 79-1104. Customers choosing to have PG&E perform bill calculation services for a mobile home park or manufactured housing community are subject to the following charges:

Per Submetered Tenant  
Per Transaction

Standard Bill Calculation Charge      \$0.27

Special Service Fee      Actual Labor and  
Material Cost\*

13. FIXED TRANSITION AMOUNT: Residential customers are obligated to pay a FTA, also referred to as a Trust Transfer Amount (TTA), as described in Schedule E-RRB and defined in Preliminary Statement Part AS. In addition, residential customers receive the benefit of the RRBMA rate.
14. SOLAR GENERATION FACILITIES EXEMPTION: Customers who utilize solar generating facilities which are less than or equal to one megawatt to serve load and who do not sell power or make more than incidental export of power into PG&E's power grid and who have not elected service under Schedule NEM, will be exempt from paying the otherwise applicable standby reservation charges.

\* The Actual labor charge will be determined by multiplying the employee(s) hourly rate for each job by the number of hours worked (to the closest one quarter hour), plus materials cost, if applicable. Hourly personnel rates are available upon request.

(Continued)



SCHEDULE ET—MOBILEHOME PARK SERVICE  
(Continued)

SPECIAL  
CONDITIONS:  
(Cont'd.)

15. DISTRIBUTED ENERGY RESOURCES EXEMPTION: Any customer under a time-of-use rate schedule using electric generation technology that meets the criteria as defined in Electric Rule 1 for Distributed Energy Resources is exempt from the otherwise applicable standby reservation charges. Customers qualifying for this exemption shall be subject to the following requirements. Customers qualifying for an exemption from standby charges under Public Utilities (PU) Code Sections 353.1 and 353.3, as described above, must transfer to a time-of-use rate, to receive this exemption until a real-time pricing program, as described in PU Code 353.3, is made available. Once available, customers qualifying for the standby charge exemption must participate in the real-time program referred to above. Qualification for and receipt of this distributed energy resources exemption does not exempt the customer from metering charges applicable to time-of-use (TOU) and real-time pricing, or exempt the customer from reasonable interconnection charges, non-bypassable charges as required in Preliminary Statement BB - *Competition Transition Charge Responsibility for All Customers and CTC Procurement*, or obligations determined by the Commission to result from participation in the purchase of power through the California Department of Water Resources, as provided in PU Code Section 353.7. (T)
16. DWR BOND CHARGE: The Department of Water Resources (DWR) Bond Charge was imposed by California Public Utilities Commission Decision 02-10-063, as modified by Decision 02-12-082, and is property of DWR for all purposes under California law. The Bond Charge applies to all retail sales, excluding CARE and Medical Baseline sales. The DWR Bond Charge (where applicable) is included in customers' total billed amounts. (T)



**Pacific Gas and Electric Company**  
San Francisco, California  
U 39

Original

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

26684-E

PACIFIC GAS AND ELECTRIC COMPANY

BILLING CALCULATION SERVICE AGREEMENT  
FORM NO. 79-1104 (09/07)  
(ATTACHED)

(N)  
I  
(N)

Advice Letter No. 3127-E  
Decision No. 07-03-044

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

Date Filed September 28, 2007  
Effective November 1, 2007  
Resolution No. \_\_\_\_\_

107286



## Bill Calculation Service Agreement

Pacific Gas and Electric Company (PG&E) and \_\_\_\_\_  
(Customer), Service Account Number(s) \_\_\_\_\_, served under Schedule \_\_\_\_\_ ("Applicable Tariff") hereby enter into this Bill Calculation Service Agreement (Agreement) for the provision of fee-based bill calculation services. The purpose of this Agreement is for PG&E to provide bill calculation services for sub-metered tenants of Customer in accordance with the rates applicable to PG&E's residential customers. Customer and PG&E shall be individually referred to herein as a "Party" and collectively as the "Parties."

### Section 1: Service Description

- 1.1 To utilize PG&E bill calculation services, Customer must complete an application and agree to provide required tenant information identified below as: 1.1 a – d.

PG&E shall provide Customer password protected internet access allowing the Customer to transmit Customer's sub-metered tenant data to PG&E. Customer shall provide the following data for each sub-metered tenant for Customer's Service Account(s):

- a) sub-metered tenant's identification number or address
- b) sub-metered tenant's rate schedule
- c) sub-metered tenant's billing period (e.g. beginning and ending dates)
- d) sub-metered tenant's gas and/or electric meter reads.

- 1.2 PG&E shall calculate the sub-metered tenants' bills under the specified rate schedules in effect during the billing periods specified by Customer.
- 1.3 Should Customer determine that a sub-metered tenant's energy charges need to be recalculated because of incorrect information submitted by Customer to PG&E, Customer shall resubmit the data listed in Section 1.1. Each bill calculation request will result in a corresponding transaction charge to be paid by Customer according to the charges specified in the Applicable Tariff. The Customer will not be charged for additional calculations required due to errors made by PG&E.

## Bill Calculation Service Agreement

- 1.4 Customer shall request PG&E to calculate any applicable tenant refunds or credits resulting from orders of the California Public Utilities Commission (Commission) or other mechanisms that would otherwise apply to directly-metered residential customers of PG&E. PG&E shall be required to perform such requested calculations. Customer shall be responsible for the corresponding charges associated with such calculations, according to the charges specified in the Applicable Tariff.

### Section 2: Representations

- 2.1 The accuracy of the calculated sub-metered tenant's energy charges is largely dependent upon the accuracy of the information provided by Customer pursuant to Section 1.1. The data provided by Customer under this Agreement will not undergo the billing validation procedures performed by PG&E with respect to data for directly-metered customers of PG&E. PG&E shall not be responsible for assuring that the information provided by Customer is accurate.
- 2.2 Customer agrees to assume sole responsibility and risk for the use it makes of the data provided by PG&E to Customer under this Agreement.
- 2.3 Customer acknowledges that it will be provided a secure user name and password upon service initiation. Customer understands that if the Customer changes or authorizes a third party to change the password, then it will not be accessible to or known by PG&E or third parties that may be involved in providing services on PG&E's behalf. Customer agrees that it is solely responsible for and assumes the risk of maintaining the security of its user name(s) and password(s) by not providing them to unauthorized entities or persons.
- 2.4 Customer agrees to use the bill calculation services provided under this Agreement only for the Customer's sub-metered tenants located within PG&E's service territory and will not resell or otherwise use said services for any other purpose.

### Section 3: Term of Service

- 3.1 This Agreement shall have a minimum term of twelve (12) months ("Obligation Period") and thereafter become month-to-month with said term to commence the date the Customer is provided internet access for the services described under this Agreement. The Agreement shall terminate on the earlier of (a) following the Obligation Period, the date Customer's service is terminated with PG&E, (b) following the Obligation Period, the date Customer provides PG&E written notice requesting termination of services covered by this Agreement, (c) the date Customer fails to meet its

## Bill Calculation Service Agreement

obligations under the terms of this Agreement; or (d) the date the CPUC authorizes changes to PG&E tariffs including the termination of services or products covered by the Agreement.

- 3.2 Early termination or periods of suspension of Customer's service during the Obligation Period shall not count toward the minimum term and Customer shall remain liable for the remaining months unpaid in the Obligation Period.

### Section 4: Billing and Payment

PG&E will bill and Customer agrees to pay PG&E for all services and products provided by PG&E under this Agreement and Customer's Applicable Tariff. These charges are subject to change by PG&E, upon approval by the CPUC.

### Section 5: Limitation of Liability

In no event shall PG&E be liable for any damages which arise in connection with the services provided for Customer under the Applicable Tariff including, but not limited to, any special, indirect, incidental or consequential damages. PG&E's maximum liability hereunder, arising from any cause whatsoever, whether based in contract, warranty, tort (including negligence) strict liability or otherwise, shall not exceed the amount paid by Customer to PG&E.

### Section 6: Entire Agreement

This Agreement supersedes all other agreements or understandings, written or oral, between the Parties related to the subject matter hereof.

### Section 7: Enforceability

If any provision of this Agreement or the application thereof, is to any extent held invalid or unenforceable, the remainder of this Agreement and the application thereof shall not be affected and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law or in equity.

### Section 8: Dispute Resolution

- 8.1 All disputes between the Parties relating to the payment by the customer of any PG&E fees or charges shall be subject to the provisions of PG&E's applicable tariffs governing disputes over customer bills.

## Bill Calculation Service Agreement

- 8.2 The CPUC shall have jurisdiction to resolve disputes regarding PG&E's or Customer's performance of their obligations under this Agreement.

### Section 9: Applicable Law and Venue

This Agreement shall be interpreted, governed by and construed in accordance with the laws of the State of California.

### Section 10: Amendments or Modifications

This Agreement may be subject to such changes or modifications as the CPUC may from time to time direct or necessitate in the exercise of its jurisdiction.

## Bill Calculation Service Agreement

### Section 11: Miscellaneous

Any waiver at any time by either Party of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any other or subsequent default or matter and no waiver shall be considered effective unless in writing.

The Parties have executed this Agreement on the dates indicated below and agree to abide by the terms and conditions stated herein.

#### On Behalf of Customer

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Customer Account: \_\_\_\_\_

Service Accounts: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

#### On Behalf of PG&E

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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**PG&E Gas and Electric  
Advice Filing List  
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ABAG Power Pool  
Accent Energy  
Aglet Consumer Alliance  
Agnews Developmental Center  
Ahmed, Ali  
Alcantar & Kahl  
Ancillary Services Coalition  
Anderson Donovan & Poole P.C.  
Applied Power Technologies  
APS Energy Services Co Inc  
Arter & Hadden LLP  
Avista Corp  
Barkovich & Yap, Inc.  
BART  
Bartle Wells Associates  
Blue Ridge Gas  
Bohannon Development Co  
BP Energy Company  
Braun & Associates  
C & H Sugar Co.  
CA Bldg Industry Association  
CA Cotton Ginners & Growers Assoc.  
CA League of Food Processors  
CA Water Service Group  
California Energy Commission  
California Farm Bureau Federation  
California Gas Acquisition Svcs  
California ISO  
Calpine  
Calpine Corp  
Calpine Gilroy Cogen  
Cambridge Energy Research Assoc  
Cameron McKenna  
Cardinal Cogen  
Cellnet Data Systems  
Chevron Texaco  
Chevron USA Production Co.  
City of Glendale  
City of Healdsburg  
City of Palo Alto  
City of Redding  
CLECA Law Office  
Commerce Energy  
Constellation New Energy  
CPUC  
Cross Border Inc  
Crossborder Inc  
CSC Energy Services  
Davis, Wright, Tremaine LLP  
Defense Fuel Support Center  
Department of the Army  
Department of Water & Power City  
DGS Natural Gas Services

Douglass & Liddell  
Downey, Brand, Seymour & Rohwer  
Duke Energy  
Duke Energy North America  
Duncan, Virgil E.  
Dutcher, John  
Dynergy Inc.  
Ellison Schneider  
Energy Law Group LLP  
Energy Management Services, LLC  
Exelon Energy Ohio, Inc  
Exeter Associates  
Foster Farms  
Foster, Wheeler, Martinez  
Franciscan Mobilehome  
Future Resources Associates, Inc  
G. A. Krause & Assoc  
Gas Transmission Northwest Corporation  
GLJ Energy Publications  
Goodin, MacBride, Squeri, Schlotz &  
Hanna & Morton  
Heeg, Peggy A.  
Hitachi Global Storage Technologies  
Hogan Manufacturing, Inc  
House, Lon  
Imperial Irrigation District  
Integrated Utility Consulting Group  
International Power Technology  
Interstate Gas Services, Inc.  
IUCG/Sunshine Design LLC  
J. R. Wood, Inc  
JTM, Inc  
Luce, Forward, Hamilton & Scripps  
Manatt, Phelps & Phillips  
Marcus, David  
Matthew V. Brady & Associates  
Maynor, Donald H.  
MBMC, Inc.  
McKenzie & Assoc  
McKenzie & Associates  
Meek, Daniel W.  
Mirant California, LLC  
Modesto Irrigation Dist  
Morrison & Foerster  
Morse Richard Weisenmiller & Assoc.  
Navigant Consulting  
New United Motor Mfg, Inc  
Norris & Wong Associates  
North Coast Solar Resources  
Northern California Power Agency  
Office of Energy Assessments  
OnGrid Solar  
Palo Alto Muni Utilities

PG&E National Energy Group  
Pinnacle CNG Company  
PITCO  
Plurimi, Inc.  
PPL EnergyPlus, LLC  
Praxair, Inc.  
Price, Roy  
Product Development Dept  
R. M. Hairston & Company  
R. W. Beck & Associates  
Recon Research  
Regional Cogeneration Service  
RMC Lonestar  
Sacramento Municipal Utility District  
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Smurfit Stone Container Corp  
Southern California Edison  
SPURR  
St. Paul Assoc  
Sutherland, Asbill & Brennan  
Tabors Caramanis & Associates  
Tecogen, Inc  
TFS Energy  
Transcanada  
Turlock Irrigation District  
U S Borax, Inc  
United Cogen Inc.  
URM Groups  
Utility Resource Network  
Wellhead Electric Company  
White & Case  
WMA