

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE

SAN FRANCISCO, CA 94102-3298



January 7, 2010

Advice Letter 3569-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: PG&E Agreement with the State of California, Department of
Parks and Recreation, to Provide a Marine Beacon in
Accordance with General Order 96-B, Section 8.2.3**

Dear Mr. Cherry:

Advice Letter 3569-E is effective December 8, 2009.

Sincerely,

A handwritten signature in blue ink, appearing to read "Julie A. Fitch".

Julie A. Fitch, Director
Energy Division



December 8, 2009

Advice 3569-E

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

**Subject: PG&E Agreement with the State of California, Department of
Parks and Recreation, to Provide a Marine Beacon in
Accordance with General Order 96-B, Section 8.2.3**

Pacific Gas and Electric Company (PG&E) hereby submits in accordance with Section 8.2.3 of General Order 96-B an agreement between PG&E and the State of California, Department of Parks and Recreation (State Parks) regarding the provision of a solar and battery-powered marine beacon for use at Angel Island State Park in San Francisco Bay, California.

Purpose

The donation agreement with State Parks relates to a marine beacon, which will be provided at PG&E's expense for use as holiday lighting at the peak of Mount Livermore on Angel Island. PG&E previously maintained an overhead electric pole line that provided electric service to a beacon at Mount Livermore, which was destroyed in a fire in 2008. In lieu of reconstructing the pole line, PG&E agreed to provide a solar-powered marine LED beacon and tower, with a battery backup, which will be installed, operated and maintained by State Parks.

Background

PG&E currently provides electric service to State Parks at Angel Island. PG&E previously maintained an overhead electric pole line that provided electric service to a beacon operated by State Parks at the peak of Mount Livermore. This pole line extended approximately 1200 feet toward the peak of Mount Livermore. The last span of the pole line, measuring approximately 220 feet to the beacon, was part of the customer-owned facilities maintained by State Parks.

In 2008, this pole line was damaged as a result of a fire. State Parks requested that PG&E restore electric service to Mount Livermore so that a new beacon could be used for holiday lighting. As a result, PG&E would have incurred substantial costs in replacing the overhead pole line that is owned in maintained by PG&E. The replacement of the pole line would have also caused State Parks to incur replacement costs for the portion of the pole line that it owned and maintained as a

customer-owned facility. Furthermore, the customer's need for electric service at Mount Livermore is limited to a few weeks each year as holiday lighting. In addition, State Parks desired to have service restored so that the beacon could be placed in operation during the December 2009 holiday lighting.

PG&E entered into an agreement with State Parks to replace the beacon with a solar-powered marine LED beacon and tower with a battery backup. The basic elements of the transaction are that PG&E, at its own expense, will furnish the beacon equipment to State Parks and PG&E will also assign the manufacturer's warranty to State Parks. By accepting the beacon equipment, State Parks will assume responsibility for its transportation to Angel Island in addition to the installation, operation and maintenance of the beacon. State Parks also agreed to release PG&E of any obligation to replace the damaged pole line that it had provided service to Mount Livermore. However, State Parks retains the right to request electric service to Mount Livermore in the future, which would be performed in accordance with PG&E's Electric Service Extension Rules which are in effect at the time of any application.

The transaction between PG&E and State Parks consists of a donation agreement by and between State Parks and PG&E dated November 24, 2009, which is contained in Attachment 1.

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 **December 28, 2009**, 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 and 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.

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

Effective Date

PG&E requests that this advice filing become effective on **December 8, 2009**, which is the date of this filing.

Notice

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically and via U.S. mail to parties shown on the attached list. Address changes to the General Order 96-B service list and all electronic approvals should be directed to email PGETariffs@pge.com. Advice letter filings can also be accessed electronically at: **<http://www.pge.com/tariffs>**.

A handwritten signature in cursive script that reads "Brian Cherry" followed by a small mark.

Vice President, Regulatory Relations

Attachments:

Attachment 1: Donation Agreement

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: Olivia Brown

Phone #: 415.973.9312

E-mail: oxb4@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) #: 3569-E

Tier: 1

Subject of AL: PG&E Agreement with the State of California, Department of Parks and Recreation, to Provide a Marine Beacon in Accordance with General Order 96-B, Section 8.2.3

Keywords (choose from CPUC listing):

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

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

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

Summarize differences between the AL and the prior withdrawn or rejected AL: N/A

Is AL requesting confidential treatment? No

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: N/A

Name(s) and contact information of the person(s) who will provide the nondisclosure agreement and access to the confidential information: N/A

Resolution Required? ☐ Yes ☒ No

Requested effective date: December 8, 2009

No. of tariff sheets: N/A

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). N/A

Tariff schedules affected: N/A

Service affected and changes proposed: 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

ADVICE 3569-E
Attachment One:
Donation Agreement

DONATION AGREEMENT

This Donation Agreement ("Agreement") is entered into by and between the State of California, Department of Parks and Recreation ("State Parks") and Pacific Gas and Electric Company ("PG&E"). State Parks and PG&E are sometimes referred to in this Agreement as the "Parties."

RECITALS

A. State Parks operates Angel Island State Park located in San Francisco Bay, California.

B. PG&E is the utility that provides electric service to State Parks at Angel Island.

C. PG&E previously maintained an overhead electric pole line that provided electric service to a beacon operated by State Parks at the peak of Mount Livermore on Angel Island. The pole line crossed the service road and extended approximately 1200' toward the peak of Mount Livermore. The last span of the pole line, measuring approximately 220' to the beacon, was customer-owned facilities owned and maintained by State Parks. This pole line is identified on the permit issued by State Parks to PG&E dated June 9, 1973 at Exhibit A-2, a copy of which is attached hereto as Exhibit 1 and incorporated herein by this reference.

D. In 2008, this portion of the pole line was damaged as a result of a fire.

E. State Parks has requested that PG&E provide electric service to the beacon at Mount Livermore so that it can be placed in operation as holiday lighting before the end of the year.

F. State Parks and PG&E desire to resolve the request to restore service to the beacon at Mount Livermore without any admission of liability and to avoid the considerable engineering, cost and time associated with reconstructing this pole line.

AGREEMENT

1. In lieu of reconstructing the pole line to provide service at Mount Livermore, PG&E shall provide State Parks with a solar-powered marine LED beacon and tower, with a battery backup (collectively the "Beacon Equipment") as further described in the attachment to this Agreement as Exhibit 2, which is incorporated herein by reference. PG&E shall cause the Beacon Equipment to be delivered to State Parks at the dock at Sausalito. State Parks shall accept custody of the Beacon Equipment and be solely responsible for the transportation, installation, operation and maintenance of the Beacon Equipment at Mount Livermore. PG&E shall assign the manufacturer's warranty for the Beacon Equipment to State Parks.

2. State Parks acknowledges and agrees that PG&E shall be relieved of any obligation to replace the damaged pole line that had provided service to Mount Livermore. The parties agree that PG&E may discontinue providing electric service to the former service delivery point on Mount Livermore. Any remaining portion of this pole line not in service will be removed or abandoned by PG&E. State Parks retains the right to request electric service to Mount Livermore in the future, provided that any application for a new electric service line will be installed in accordance with PG&E's Electric Service Extension Rules in effect at the time of any application.

3. PG&E will advise file a copy of this Agreement upon execution by PG&E and State Parks with the California Public Utilities Commission (the "Commission") pursuant to General Order 96-B, Section 8.2.3. It shall become effective and binding upon PG&E's filing it with the Commission pursuant to General Order 96-B, Section 8.2.3 and PG&E shall provide a conformed copy of its filing to State Parks.

4. Each Party declares that prior to the execution of this Agreement, he, she or it or his, her or its duly authorized representatives have apprised themselves of sufficient relevant data, either through experts or other sources of their own selection, in order that each Party might intelligently exercise its judgment in deciding whether to execute, and in deciding on the contents of, this Agreement. Each Party assumes the risk that facts, other than those facts that are represented or warranted to be true in this Agreement, may later be found to be other than or different from the facts now believed by it to be true. Each Party declares that its decision to execute this Agreement is not influenced by any representation not contained in this Agreement.

5. Neither the transfer of any consideration, the doing of any of the acts referred to in this Agreement, nor anything else contained in this Agreement shall be construed to be an admission on the part of any of the Parties of any liability for or merit of any claims asserted by any of the other Parties. The Parties deny all such claims.

6. Each Party represents that it is duly authorized to enter into this Agreement, and each person signing on behalf of an entity represents that he or she is duly authorized to sign on behalf of that entity.

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

8. The Parties mutually acknowledge that they and their attorneys have participated in the preparation and negotiation of this Agreement. In cases of uncertainty this Agreement shall be construed without regard to which of the Parties caused the uncertainty to exist.

9. Nothing in this Agreement is intended to or shall confer any benefits, rights or remedies on any person or entity other than the persons and entities expressly identified herein.

10. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and counterpart signature pages may be assembled to form a single

original document. The Parties agree that signatures received via facsimile transmission shall in all respects be deemed to be original signatures.

11. Each Party to this Agreement shall at its own expense perform all acts and execute all documents and instruments that may be necessary or convenient to carry out its obligations under this Agreement. Each Party shall bear its own fees and costs, except as otherwise provided herein.

12. This Agreement sets forth the entire understanding of the Parties relating to the transactions it contemplates, and supersedes all prior understandings relating to them, whether written or oral. There are no obligations, commitments, representations or warranties relating to them except those expressly set forth in this Agreement.

13. No amendment of, supplement to or waiver of any obligations under or provisions of this Agreement will be enforceable or admissible unless set forth in a writing signed by the Party against which enforcement or admission is sought.

Dated: NOVEMBER 23, 2009

STATE OF CALIFORNIA, DEPARTMENT
OF PARKS AND RECREATION

By: Rodriguez

Name: Danita Rodriguez

Title: District Superintendent

Dated: NOVEMBER 24, 2009

PACIFIC GAS AND ELECTRIC COMPANY

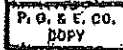
By: Manha Yeung

Name: Manha Yeung

Title: Director

Exb. 1

2301-05-0111



No Consideration

PERMIT

WHEREAS, the STATE OF CALIFORNIA, acting through the Department of Parks and Recreation, hereinafter called "STATE", its tenant or licensee has applied for service to the undersigned PERMITTEE, and

WHEREAS, STATE does find that such service will benefit the State Park System and will not be inconsistent with State Park use; and

WHEREAS, STATE, pursuant to Sections 5003 and 5012 of the Public Resources Code is vested with the powers in the premises to administer, protect, and develop the State Park System; and

WHEREAS, it is of interest to STATE to specify the location of facilities for such service and the access thereto; and

WHEREAS, STATE has obtained all necessary permits required for the installation of two 22 KV submarine cables between Tiburon and Angel Island State Park on the floor of the bay in Raccoon Strait, San Francisco Bay, at Marin County, California; said permits being:

- a. Department of the Army (SPNCO - OR)
Corps of Engineers (PN 72-68)
6 July 1972
- b. State Lands Commission, Public Agency Permit No. P.R.C. 4708.9 (W20342) for a term of forty-nine (49) years being October 1, 1972 and ending September 30, 2021.
- c. San Francisco Bay Conservation and Development Commission, permit No. M72-49 dated May 25, 1972;

NOW, THEREFORE, BE IT ORDERED THAT:

1. There are hereby approved the construction, reconstruction, operation, and maintenance by PERMITTEE as the STATE'S contractor of said facilities to serve the STATE or its tenants, or both, in, over, across, and upon the floor of the bay or natural bay bottom being tide and submerged lands in Raccoon



P. G. & E. CO.
70-11

Strait, San Francisco Bay, from between 2000 Paradise Drive, Tiburon and Angel Island State Park, thence in, over, across, and upon Angel Island State Park all as shown on the Pacific Gas and Electric Company map number LB 6425, sheet 1 of 2 marked Exhibit A-1 and sheet 2 of 2 marked Exhibit A-2, which map by this reference is incorporated herein for all purposes and made a part of this permit.

2. Nothing herein contained shall relieve PERMITTEE from otherwise complying with all applicable laws, ordinances, and regulations for the State Park System now in effect or hereinafter adopted.

3. No trees shall be cut, damaged or disturbed by PERMITTEE without the approval of the State Park District Superintendent or his authorized representative first had and obtained.

4. Ingress, egress, and access of PERMITTEE for the purposes herein shall be reasonably designated and redesignated by the State Park District Superintendent or his authorized representative.

5. The approval herein given and access therefore shall terminate when service under said application ceases.

Dated Jan 9 '73

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

BY Robert H. Quinn

DEPUTY DIRECTOR

ACCEPTED BY PERMITTEE on

January 19, 1973.

PACIFIC GAS AND ELECTRIC COMPANY

By Robert H. Quinn Director, Land Dept.

By Don Secretary

PG&E CO.-APPROVED	
DIV'L.	LAND <u>Don</u>
DESG.	OPER.
LAW	ENGR.
COM'L	LINE CONC. REC.

P. G. & E. CO.
COPY

EXHIBIT "A"

Leased: State Department of
Parks and Recreation

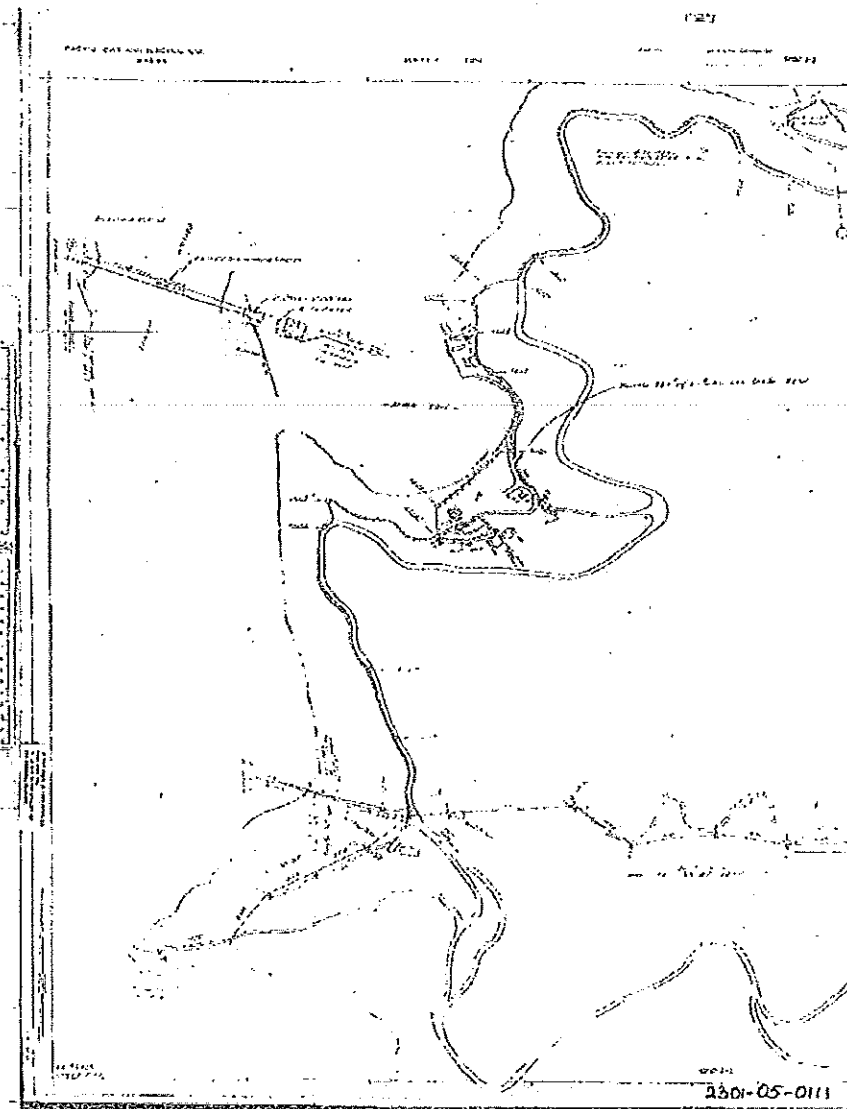
W.O.: W 20342

A parcel of tide and submerged land 20 feet in width located in Raccoon Strait, San Francisco Bay, Marin County, California, and within a cable area designated by the U. S. Corps of Engineers, and lying 10 feet on each side of a centerline which lies 35 feet westerly of the following described line:

BEING at a point on Angel Island which bears N 62° E, 1,560 feet more or less from the lighthouse on Stuart Point; thence N 38° W, 4,200 feet to the seaward boundary of lands sold by order of the Board of Tideland Commissioners as shown on Map No. 1 of Salt Marsh and tidelands situate in the County of Marin dated 1870, said point bears S 48° W, 4,560 feet more or less from the navigation light on Bluff Point on Tiburon Peninsula. The here-in-before described line being the centerline of a parcel of tide and submerged land 50 feet in width leased to the Pacific Telephone and Telegraph Company by the State Lands Commission under lease PRO 3155.9, dated July 28, 1964.

EXCEPTING THEREFROM any portion lying landward of the ordinary high water mark.

END OF DESCRIPTION



VALLEY HAS ATTACHED TO
SOUTH

PAGE 1 OF 4

DATE: 05/05/00
BY: [illegible]
[illegible]

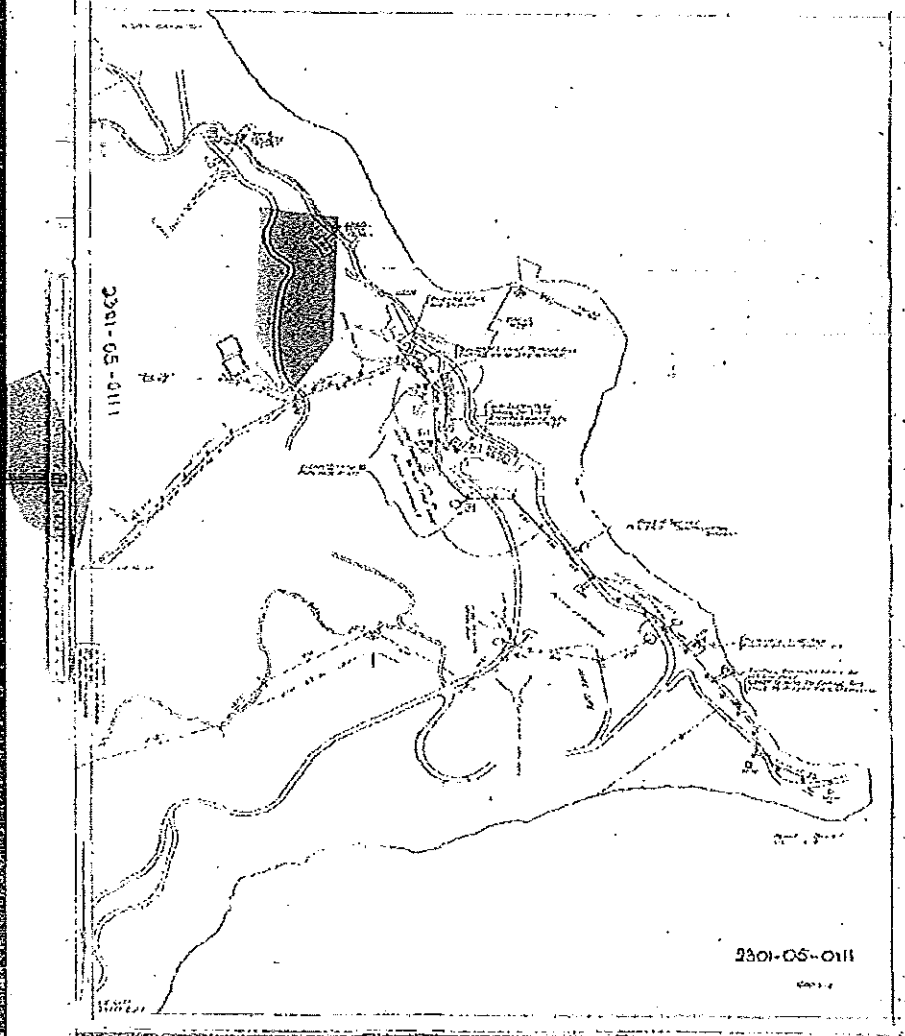


EXHIBIT 2

Angel Island Beacon

Flash Character: Morse Code "A" 23% duty cycle [0.3 s On, 0.05 Off, 0.9s On, 1.0s Off, 0.3s On, 0.3s Off, 0.3s On, 4.5s Off ("A" every 4.5 seconds; 8 second period)]
Period of Operation: Light operates for 8 hours each night in the month of December

Option 1 - 120W, Use existing electrical cable (assume still useable and is at least 10 AWG)

Range:	13.5 nm+ 7,550 cd
Solar Panels:	(1) 24V 140W
Battery Bank:	(2) 12V 120 Ah in series
Lantern	\$8,600
Tower w/modification	\$2,850
Solar Panel/controller	\$1,580
Solar Panel Frame	\$750
Battery Bank	\$530
API Technician	\$500
Freight	\$275
Total	\$15,085



Tower: Rohn 25G (20' guyed) with hinge base mounting plate, anti-climb side panels, work platform and custom base and lantern mounting plates.
Lantern: FA-250LED LRTS 3-4er, with Birdspike.
Solar Panel: BP 120/140, 24V 120W or 140W.
Solar Panel Frame: Aluminum, 50 tilt, to mount to southern side of power house.
Battery: APB-1295 12V 120 Ah in series for 24V

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

Alcantar & Kahl	Defense Energy Support Center	North Coast SolarResources
Ameresco	Department of Water Resources	Northern California Power Association
Anderson & Poole	Department of the Army	Occidental Energy Marketing, Inc.
Arizona Public Service Company	Dept of General Services	OnGrid Solar
BART	Division of Business Advisory Services	Praxair
BP Energy Company	Douglas & Liddell	R. W. Beck & Associates
Barkovich & Yap, Inc.	Douglass & Liddell	RCS, Inc.
Bartle Wells Associates	Downey & Brand	Recon Research
C & H Sugar Co.	Duke Energy	SCD Energy Solutions
CA Bldg Industry Association	Dutcher, John	SCE
CAISO	Ellison Schneider & Harris LLP	SMUD
CLECA Law Office	FPL Energy Project Management, Inc.	SPURR
CSC Energy Services	Foster Farms	Santa Fe Jets
California Cotton Ginners & Growers Assn	G. A. Krause & Assoc.	Seattle City Light
California Energy Commission	GLJ Publications	Sempra Utilities
	Goodin, MacBride, Squeri, Schlotz & Ritchie	Sierra Pacific Power Company
California League of Food Processors	Green Power Institute	
California Public Utilities Commission	Hanna & Morton	Silicon Valley Power
Calpine	Hitachi	Silo Energy LLC
Cameron McKenna	International Power Technology	Southern California Edison Company
Cardinal Cogen	Intestate Gas Services, Inc.	Sunshine Design
Casner, Steve	Los Angeles Dept of Water & Power	Sutherland, Asbill & Brennan
Chamberlain, Eric	Luce, Forward, Hamilton & Scripps LLP	Tabors Caramanis & Associates
Chevron Company	MBMC, Inc.	Tecogen, Inc.
Chris, King	MRW & Associates	Tiger Natural Gas, Inc.
City of Glendale	Manatt Phelps Phillips	Tioga Energy
City of Palo Alto	Matthew V. Brady & Associates	TransCanada
Clean Energy Fuels	McKenzie & Associates	Turlock Irrigation District
Coast Economic Consulting	Merced Irrigation District	U S Borax, Inc.
Commerce Energy	Mirant	United Cogen
Commercial Energy	Modesto Irrigation District	Utility Cost Management
Consumer Federation of California	Morgan Stanley	Utility Specialists
Crossborder Energy	Morrison & Foerster	Verizon
Davis Wright Tremaine LLP	New United Motor Mfg., Inc.	Wellhead Electric Company
		Western Manufactured Housing Communities Association (WMA)
Day Carter Murphy	Norris & Wong Associates	eMeter Corporation