

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



December 9, 2013

Advice Letter 3415-G/4285-E

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

**Subject: Revisions and Clean-Up of Standard Forms and Notices
Consistent with D.11-05-018**

Dear Mr. Cherry:

Advice Letter 3415-G/4285-E is effective October 24, 2013.

Sincerely,

A handwritten signature in cursive script that reads "Edward F. Randolph".

Edward F. Randolph, Director
Energy Division



**Pacific Gas and
Electric Company®**

Brian K. Cherry
Vice President
Regulatory Relations

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

Fax: 415.973.7226

September 24, 2013

Advice 3415-G/4285-E

(Pacific Gas and Electric Company ID U 39 M)

Public Utilities Commission of the State of California

Subject: Revisions and Clean-Up of Standard Forms and Notices Consistent
With D.11-05-018

Purpose

Pacific Gas and Electric Company (PG&E) hereby submits for filing its fourth and final set of revisions to filed forms and notices to implement Ordering Paragraph (OP) 33 of Decision (D.) 11-05-018, which approved the Memorandum of Understanding (MOU) between PG&E and Disability Rights Advocates (DisabRA) in PG&E's 2011 General Rate Case (GRC) Application (A.09-12-020). In the MOU, PG&E agreed to include key information in large print on as many standardized notices sent to customers as could reasonably be achieved given constraints on time and document space.

This Advice Letter and the modifications proposed herein will assist visually impaired customers through the addition of a large print title and/or tagline. Additionally, PG&E seeks to retire some forms that are no longer utilized and to modify others to streamline and to simplify the forms consistent with current practices.

Attachment 1 includes a matrix of the forms and the type of revision made to each form. Attachment 2 provides additional information for the forms that have further modification beyond compliance with D.11-05-018 or are being cancelled. Attachment 3 lists the affected gas and electric tariffs.

Background

As part of the 2011 GRC proceeding, PG&E entered into an MOU (dated May 26, 2010) with DisabRA and filed joint testimony that was included in PG&E's 2011 GRC filing (Application 09-12-020, Exhibit PG&E-16). The MOU addressed disability access issues raised by DisabRA and resolved through direct negotiations between PG&E and DisabRA during the course of the 2011 GRC proceeding. In D.11-05-018, the California Public Utilities Commission (Commission or CPUC) resolved PG&E's

2011 GRC, and OP 33 of the decision approved the MOU between PG&E and DisabRA.

Section D.1 of the MOU addresses written correspondence to PG&E customers and states the following:

Key Information in Large Print

Throughout the Compliance Period, PG&E will use reasonable efforts to include key information in large print on written notices sent to customers. This key information will notify the customer of the subject of the written notice, including information that a response is required, if appropriate. Key information in large print will be provided on as many standard written notices as can reasonably be achieved given constraints on time and document space. This Section does not apply to customer notices regarding risk of service disconnection, which are being addressed separately in R.10-02-005, pending before the CPUC.

PG&E filed Advice 3343-G/4141-E on November 15, 2012, revising 113 filed forms and notices. On March 14, 2013, PG&E filed Advice 3370-G/4200-E, updating an additional 31 forms, and on March 15, PG&E filed Advice 3371-G/4199-E that included 27 forms as part of the tariff clean-up filing. Each of these filings included revisions to PG&E's tariff forms consistent with D.11-05-018, as well as other revisions or retirement of forms.

As stated in Advice 3343-G/4141-E, PG&E is submitting revised forms in phases so as not to inundate the Commission staff with a voluminous number of documents. This Advice Letter represents the fourth and last set of forms submitted for filing.

Tariff Revisions

In this filing, PG&E submits for approval 51 identified forms and notices. Modifications to the forms and notices include the addition of a large print title and/or tagline, reformatting of the headers, changes to the footers, and page reformatting to accommodate the above modifications. In an effort to standardize and update PG&E's forms consistent with current practices, PG&E modified the signature section and updated contact and mailing information on some of the forms. These changes are reflected in Attachment 1.

Twelve forms have been revised to streamline procedures and to clarify language within the form to increase customer satisfaction or to comply with CPUC Decisions. PG&E also requests to retire nine forms that are no longer utilized. These revisions and cancellations are noted in Attachment 2.

All revisions to the tariff forms are non-substantive and do not affect a rate, charge, term, or condition under the tariff.

To continue PG&E's commitment to the environment, PG&E is proposing to exhaust existing stock of hard copy forms before reprinting new ones. Forms that are maintained and stored through electronic means will only be converted forthwith after receiving approval from the Commission.

Protests

Anyone wishing to protest this advice letter may do so by letter sent via U.S. mail, facsimile or E-mail, no later than **October 14, 2013**, which is 20 days after the date of this submission. Protests must be submitted to:

CPUC Energy Division
ED Tariff Unit
505 Van Ness Avenue, 4th Floor
San Francisco, California 94102

Facsimile: (415) 703-2200
E-mail: EDTariffUnit@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 shall also be sent to PG&E either via E-mail or U.S. mail (and by facsimile, if possible) 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

Any person (including individuals, groups, or organizations) may protest or respond to an advice letter. (General Order 96-B, Section 7.4.) The protest shall contain the following information: specification of the advice letter protested; grounds for the protest; supporting factual information or legal argument; name, telephone number, postal address, and (where appropriate) e-mail address of the protestant; and statement that the protest was sent to the utility no later than the day on which the protest was submitted to the reviewing Industry Division (General Order 96-B, Section 3.11).

Effective Date

PG&E requests that this Tier 2 advice letter become effective on regular notice, **October 24, 2013**, which is 30 calendar days after the date of submission.

Notice

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically and via U.S. mail to parties shown on the attached list. Address changes to the General Order 96-B service list should be directed to PG&E at email address PGETariffs@pge.com. For changes to any other service list, please contact the Commission's Process Office at (415) 703-2021 or at Process_Office@cpuc.ca.gov. Send all electronic approvals to PGETariffs@pge.com. Advice letter submissions can also be accessed electronically at: <http://www.pge.com/tariffs>

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

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 (ID U39 M)**

Utility type:

☒ ELC

☒ GAS

☐ PLC

☐ HEAT

☐ WATER

Contact Person: **Shirley Wong**

Phone #: **(415) 972-5505**

E-mail: **slwb@pge.com and PGETariffs@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) #: **3315-G/4285-E**

Tier: **2**

Subject of AL: **Revisions and Clean-Up of Standard Forms and Notices Consistent With D.11-05-018**

Keywords (choose from CPUC listing): **Compliance, Forms**

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

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #: **Decision 11-05-018**

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:

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: **N/A**

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: **October 24, 2013**

No. of tariff sheets: **55**

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 and Electric Sample Forms (see Attachments 1 – 3.)**

Service affected and changes proposed: **All revisions to the tariff forms are non-substantive and do not affect a rate, charge, term, or condition under the tariff.**

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

ED Tariff Unit

505 Van Ness Ave., 4th Floor

San Francisco, CA 94102

E-mail: **EDTariffUnit@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 3415-G/4285-E
Attachment 1
Revisions to Forms and Notices

Form#	Name	Tariff			Type of Revisions Made To Form						
		Electric Form	Gas Form	Gas & Electric Form	Added Large Print Title/Tagline	Revised Headers	Revised Footer	Revised Signature Area	Updated PG&E Contact Information	Retire Form (See Attachment 2 for Details)	Text Change (See Attachment 2 for Details)
61-0502	Medical Baseline Allowance Self-Certification Request Form			X	X	X	X				X
62-0562	Gas and Electric Facilities Transfer Agreement			X	X	X	X	X			
62-3045	Notice of Planned Gas Service Interruption		X							X	
62-3282	Request for Service			X	X	X	X				
62-3481	Medical Baseline Allowance Application			X	X	X	X				X
62-4107	Unsatisfactory Check Notice			X						X	
62-4112	Statement of Account			X						X	
62-4778	Cancellation of Contract			X	X	X	X	X			
79-753	Compressed Natural Gas Fueling Agreement		X		X	X	X				
79-755	Agreement for Supply of Natural Gas For Compression As a Motor-Vehicle Fuel		X		X	X	X	X			
79-861	Electronic Data Interchange (EDI) Trading Partner Agreement			X	X	X	X	X			
79-862	Interim Competition Transition Charge Agreement	X								X	
79-936	Deed of Conveyance			X	X	X	X	X			
79-938	Customer-Owned Streetlights PG&E Pole Contact Agreement	X			X	X	X	X			
79-954	Departing Load Competition Transition Charge Agreement	X			X	X	X	X			
79-955	Amendment to PG&E's Departing Load Competition Transition Charge Agreement for Subsequently Obtained CTC Exemption	X			X	X	X	X			
79-960	Meter Replacement Agreement	X								X	
79-961	Dual Socket Metering Agreement	X			X	X	X	X			
79-984	Interval Meter Installation Service Agreement	X								X	
79-985	Interval Meter Data Management Service Agreement	X								X	
79-995	Agreement for Customers Taking Service on Schedule E-31	X			X	X	X	X			
79-1013	New Municipal Departing Load Nonbypassable Charge Statement	X			X	X	X	X			
79-1018	Residential Rule 16 Electric / Gas Single Service Extensions			X	X		X	X			X
79-1024	Dual Supply Customer Authorizing Agreement	X			X	X	X	X			
79-1038	Application for Essential Use Customer Status	X			X	X	X		X		
79-1039	Rate Schedule Selection Customer Agreement			X	X	X	X	X			X
79-1040	Non-Disclosure and Use of Information Agreement			X	X	X	X	X			X
79-1047	Authorization to Change Residential Rate NGV Home Refueling		X		X	X	X				
79-1050	Contract for Customer Provision of Physically Assured Load Reduction	X			X	X	X	X	X		
79-1078	Agreement for Unmetered Electric Service to Devices Connected to Pacific Gas and Electric Street Light Facilities	X			X	X	X	X			
79-1097	Request Change of Mailing Address to a Third Party Change of Address			X	X	X	X				
79-1104	Billing Calculation Service Agreement			X	X	X	X	X			
79-1111	Optimal Billing Period Service Election Form	X			X	X	X	X			
79-1128	Customer Affidavit Form for the Self-Certification of Small Business Customers Under Government Code Section 14837			X	X	X	X	X			X
79-1129	Special Contract for Unmetered Service Agreement for Energy Use Adjustments for Network Controlled Dimmable Streetlights Limited Pilot Program	X			X	X	X	X			
79-1141	Agreement for Schedule A-15 Fixed Usage Estimate	X			X	X	X	X			

Advice 3415-G/4285-E
Attachment 2
Modification and Cancellation of Forms

Gas Forms	
Tariff	Title of Form/Additional Information
Gas Form Number 62-0502	Medical Baseline Allowance Self-Certification Request Form Revised Form –The Medical Baseline Allowance Self-Certification Request Form (Form 62-0502) is being revised in compliance with Decision (D.) 12-03-054, dated March 22, 2012, in Rulemaking (R.)10-02-005. Ordering Paragraph 2.k of the Decision requires the utility to provide all information concerning the risk of disconnection in the customer’s preferred format of communication for customers who have previously been identified as disabled, and who have identified a preferred form of communication. Form 62-0502 has been reformatted to make the form easier to understand, with a clear step-by-step approach to fill out the form. An additional section has been added to the form for customers to identify their preferred method of contact (phone, text, e-mail, or TDD/TTY) should a planned/unplanned outage occur. This additional information will enable PG&E to reach out to disabled customers in their preferred method of communication as directed in D.12-03-054.
Gas Form Number 62-3045	Notice of Planned Gas Service Interruption Retire Form – PG&E has replaced this form with individualized customized letters to customers that provide an expanded explanation of the pending gas service interruption. In addition to the information that was provided on the Notice of Planned Electric Service Interruption (Form 62-30457), the customized letter provides details on the location of the work area, the work being performed, the date and time of interruption, and a local contact for questions and concerns pertaining to the specific service interruption. Accordingly, Form 62-3045 is no longer being utilized and therefore is being retired.
Gas Form Number 62-3481	Medical Baseline Allowance Application Revised Form –The Medical Baseline Allowance Application (Form 62-3481) is being revised in compliance with Decision (D.) 12-03-054, dated March 22, 2012, in Rulemaking (R.)10-02-005. Ordering Paragraph 2.k of the Decision requires the utility to provide all information concerning the risk of disconnection in the customer’s preferred format of communication for customers who have previously been identified as disabled, and who have identified a preferred form of communication. Form 62-3481 has been reformatted to make the form easier to understand, with a clear step-by-step approach to fill out the form. An additional section has been added to the form for customers to identify their preferred method of contact (phone, text, e-mail, or TDD/TTY) should a planned/unplanned outage occur. This additional information will enable PG&E to reach out to disabled customers in their preferred method of communication as directed in D.12-03-054.
Gas Form Number 62-4107	Unsatisfactory Check Notice Retire Form – In our efforts to improve customer service, PG&E has replaced Form 62-4107 with a customized letter that gives customers a specific reason on why their payment is being returned, where to re-send the remittance, and tips to assure prompt processing of future payments. Accordingly, Form 62-4107 is no longer being utilized and therefore is being retired.

Advice 3415-G/4285-E
Attachment 2
Modification and Cancellation of Forms

Gas Form Number 62-4112	Statement of Account Retire Form – Form 62-4112 was used in the past to request and provide historic billing data through a manual process. With technology upgrades, such requests are now processed with simple system queries to generate a report. Accordingly, Form 62-4112 is no longer being utilized and therefore is being retired.
Gas Form Number 79-1018	Residential Rule 16 Electric / Gas Single Service Extensions Revised Form – Footnote 1 was inadvertently removed in AL 2673-G/2668-E (filed June 2005) and provides CPUC jurisdiction language per Industry Rule 6.3 of GO-96B. PG&E has revised the form to re-insert the reference to footnote 1.
Gas Form Number 79-1039	Rate Schedule Selection Customer Agreement Revised Form – PG&E has revised Form 79-1039 to help streamline and to further simplify the form by giving customers step-by-step instructions and examples that are relevant to today's service accounts. Non-applicable language has been removed and the examples were updated with current information.
Gas Form Number 79-1040	Non-Disclosure and Use of Information Agreement Revised Form – PG&E has revised the Non-Disclosure Agreement (Form 79-1040) to expand the list of confidential or proprietary information that may be given to a customer and/or their agent working on behalf of a customer during both construction and/or design services.
Gas Form Number 79-1128	Customer Affidavit Form for the Self-Certification as a Small-Business Customers under Government Code Section 14837 Revised Form – PG&E has revised Form 79-1128 to clarify that this affidavit is for customers who qualify as a micro-business under Government Code Section 14837, and not just a small business, consistent with Ordering Paragraphs (OP) 1 of Decision 10-10-0321.

Advice 3415-G/4285-E
Attachment 2
Modification and Cancellation of Forms

Electric Forms	
Tariff	Title of Form/Additional Information
Electric Form Number 62-0502	Medical Baseline Allowance Self-Certification Request Form Revised Form –The Medical Baseline Allowance Self-Certification Request Form (Form 62-0502) is being revised in compliance with Decision (D.) 12-03-054, dated March 22, 2012, in Rulemaking (R.)10-02-005. Ordering Paragraph 2.k of the Decision requires the utility to provide all information concerning the risk of disconnection in the customer's preferred format of communication for customers who have previously been identified as disabled, and who have identified a preferred form of communication. Form 62-0502 has been reformatted to make the form easier to understand, with a clear step-by-step approach to fill out the form. An additional section has been added to the form for customers to identify their preferred method of contact (phone, text, e-mail, or TDD/TTY) should a planned/unplanned outage occur. This additional information will enable PG&E to reach out to disabled customers in their preferred method of communication as directed in D.12-03-054.
Electric Form Number 62-3481	Medical Baseline Allowance Application Revised Form –The Medical Baseline Allowance Application (Form 62-3481) is being revised in compliance with Decision (D.) 12-03-054, dated March 22, 2012, in Rulemaking (R.)10-02-005. Ordering Paragraph 2.k of the Decision requires the utility to provide all information concerning the risk of disconnection in the customer's preferred format of communication for customers who have previously been identified as disabled, and who have identified a preferred form of communication. Form 62-3481 has been reformatted to make the form easier to understand, with a clear step-by-step approach to fill out the form. An additional section has been added to the form for customers to identify their preferred method of contact (phone, text, e-mail, or TDD/TTY) should a planned/unplanned outage occur. This additional information will enable PG&E to reach out to disabled customers in their preferred method of communication as directed in D.12-03-054.
Electric Form Number 62-4107	Unsatisfactory Check Notice Retire Form – In our efforts to improve customer service, PG&E has replaced Form 62-4107 with a customized letter that gives customers a specific reason on why their payment is being returned, where to re-send the remittance, and tips to assure prompt processing of future payments. Accordingly, Form 62-4107 is no longer being utilized and therefore is being retired.
Electric Form Number 62-4112	Statement of Account Retire Form – Form 62-4112 was used in the past to request and provide historic billing data through a manual process. With technology upgrades, such requests are now processed with simple system queries to generate a report. Accordingly, Form 62-4112 is no longer being utilized and therefore is being retired.

Advice 3415-G/4285-E
Attachment 2
Modification and Cancellation of Forms

Electric Forms	
Tariff	Title of Form/Additional Information
Electric Form Number 79-862	Interim Competition Transition Charge Agreement Retire Form – Decision 96-04-054 authorized the collection of an interim competitive transition change (ICTC) from any customer who leaves the system of an electric utility after December 20, 1995 (the effective date of the Commission’s policy decision establishing a competitive framework for the electric industry) but before January 1, 1998 (the date of full implementation of electric competition). Under the ICTC, departing customers were required to execute Form 79-862 five days before such Customer discontinues or reduces purchases of electricity from PG&E, and agrees to pay its allocated share of the final CTC amount determined by the CPUC pursuant to orders in the Order Instituting Rulemaking (R.) 95-04-031 and Order Instituting Investigation (I.) 95-04-032 and in subsequent decisions implementing the final decision in those proceedings (collectively referred to as the “Restructuring Proceeding”). Since the interim competitive transition change is no longer applicable, the form is being retired.
Electric Form Number 79-960	Meter Replacement Agreement Retire Form – Advice 2130-G/1837(January 4, 1999) was filed in compliance with Decision (D.) 98-12-022 (December 3, 1998) to improve customer access to energy usage information. Form 79-960 was included in the advice letter and set forth the terms and conditions between PG&E and the customer in the case where a customer’s existing meter is incompatible with a retrofit technology that provides hourly usage data, and the customer provides PG&E with a PG&E-approved interval meter to install. Meter replacement for a Direct Access customer is governed by the Direct Access tariff. Since its inception in 1999, Form 79-960 have never been used. PG&E has been able to offer other compatible and less costly alternatives to a customer-owned meter replacement to provide the interval meter data, PG&E’s SmartMeter deployment, which began in 2007, currently provides all customers¹ with interval meter data without having to replace their meter. Given that there are other alternatives to getting a customer interval data, including SmartMeter, and the fact that the form has never been used, the Meter Replacement Agreement (Form 79-984) is obsolete and therefore is being retired. ¹Except customers participating on Schedule E-SOP
Electric Form Number 79-984	Interval Meter Installation Service Agreement Retire Form – Form 79-984 is used when a non-residential customer on a non-time varying rate schedule requested and interval meter to gain access to time-of-use (TOU) data or to be on a demand response program. Form 79-984 was first filed with Advice 2150-E-A in compliance with D. 01-09-062 (September 20, 2001) to implement a revenue-neutral TOU pricing for customers who were not currently on a TOU rate schedule but were to receive a Real Time Pricing (RTP) meter through the California Energy Commission’s (CEC) ABX1 29 meter installation program. ABX1 29, approved by the California State Legislature in 2001, authorized \$35 million for the installation of TOU or Real Time Pricing (RTP) metering systems for all electric loads over 200 kW of peak demand and to place these customers on TOU rates. Customers who did not qualify for the CEC meters could request an interval meter by submitting Form 79-984 and paying the associated fees. With the deployment of PG&E’s SmartMeters, all customers¹ now have meters that read energy usage by time intervals. Accordingly, Form 79-984 is not being used and therefore is being cancelled. ¹Except customers participating on Schedule E-SOP

Advice 3415-G/4285-E
Attachment 2
Modification and Cancellation of Forms

Electric Forms	
Tariff	Title of Form/Additional Information
Electric Form Number 79-985	Interval Meter Data Management Service Agreement Retire Form – Form 79-985 was created to give customers who were not participating on a demand response program access to PG&E's InterAct Energy Management Tools for a fee. InterAct is an online energy-usage, analysis, reporting, and curtailment-notification tool used by our non-residential customers. The California State Legislature in 2001 approved ABX1 29, authorizing \$35 million for the installation of TOU or Real Time Pricing (RTP) metering systems for all electric loads over 200 kW of peak demand and to place these customers on Time of Use (TOU) rates. With the installation of the TOU meters, PG&E granted free access to the InterAct Tools, independent of a customer's participation in a demand response program. The deployment of PG&E's SmartMeters and the accompanying tools on PGE.com, now gives all PG&E's customers on-line access to their energy usages. Accordingly, Form 79-985 is obsolete and therefore is being retired.
Electric Form Number 79-1018	Residential Rule 16 Electric / Gas Single Service Extensions Revised Form – Footnote 1 was inadvertently removed in AL 2673-G/2668-E (filed June 2005) and provides CPUC jurisdiction language per Industry Rule 6.3 of GO-96B. PG&E has revised the form to re-insert the reference to footnote 1.
Electric Form Number 79-1039	Electric Rate Schedule Selection Customer Agreement Revised Form – PG&E has revised Form 79-1039 to help streamline and to further simplify the form by giving customers step-by-step instructions and examples that are relevant to today's service accounts. Non-applicable language has been removed and the examples were updated with current information.
Electric Form Number 79-1040	Non-Disclosure and Use of Information Agreement Revised Form – PG&E has revised the Non-Disclosure Agreement (Form 79-1040) to expand the list of confidential or proprietary information that may be given to a customer and/or their agent working on behalf of a customer during both construction and/or design services.
Electric Form Number 79-1128	Customer Affidavit Form for the Self-Certification as a Small Business Customers under Government Code Section 14837 Revised Form – PG&E has revised Form 79-1128 to clarify that this affidavit is for customers who qualify as a micro-business under Government Code Section 14837, and not just a small business, consistent with Ordering Paragraphs (OP) 1 of Decision 10-10-0321.

**ATTACHMENT 3
Advice 3415-G**

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
30754-G	Gas Sample Form No. 61-0502 Medical Baseline Allowance Self-Certification Request Form	21123-G
30755-G	Gas Sample Form No. 62-0562 Gas & Electric Facilities Transfer Agreement - Declaration	18418-G
30756-G	Gas Sample Form No. 62-3282 Request for Service	24839-G
30757-G	Gas Sample Form No. 62-3481 Medical Baseline Allowance Application	21122-G
30758-G	Gas Sample Form No. 62-4778 Cancellation of Contract	13137-G
30759-G	Gas Sample Form No. 79-753 Compressed Natural Gas Fueling Agreement	24495-G
30760-G	Gas Sample Form No. 79-755 Agreement for Transportation of Natural Gas for Compression as a Motor-Vehicle Fuel	23411-G
30761-G	Gas Sample Form No. 79-861 Electronic Data Interchange (EDI) - Trading Partner Agreement	18294-G
30762-G	Gas Sample Form No. 79-936 Deed of Conveyance	13639-G
30763-G	Gas Sample Form No. 79-1018 Residential Rule 16 Electric/Gas Single Service Extensions	30029-G
30764-G	Gas Sample Form No. 79-1039 Rate Schedule Selection Customer Agreement	24081-G
30765-G	Gas Sample Form No. 79-1040 Non-Disclosure and Use of Information Agreement	23183-G
30766-G	Gas Sample Form No. 79-1047 Authorization to Change Residential Rate NGV Home Refueling	24293-G
30767-G	Gas Sample Form No. 79-1097 Request Change of Mailing Address to a Third Party Change of Address	24842-G

**ATTACHMENT 3
Advice 3415-G**

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
30768-G	Gas Sample Form No. 79-1104 Billing Calculation Service Agreement	26570-G
30769-G	Gas Sample Form 79-1128 Affidavit in Support of Customer Claim as Qualifying as a Small Business Customer Under Government Code Section 14837 Sheet 1	28659-G
30770-G	GAS TABLE OF CONTENTS Sheet 1	30723-G
30771-G	GAS TABLE OF CONTENTS Sheet 8	30592-G
30772-G	GAS TABLE OF CONTENTS Sheet 9	30476-G
30773-G	GAS TABLE OF CONTENTS Sheet 10	30324-G
30774-G	GAS TABLE OF CONTENTS Sheet 12	30439-G*
30775-G	GAS TABLE OF CONTENTS Sheet 13	30336-G

**ATTACHMENT 3
Advice 4285-E**

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
33003-E	Electric Sample Form No. 61-0502 Medical Baseline Allowance Self-Certification Request Form	18978-E
33004-E	Electric Sample Form No. 62-0562 Gas & Electric Facilities Transfer Agreement - Declaration	14806-E
33005-E	Electric Sample Form No. 62-3282 Request for Service	26267-E
33006-E	Electric Sample Form No. 62-3481 Medical Baseline Allowance Application	18977-E
33007-E	Electric Sample Form No. 62-4778 Cancellation of Contract	11047-E
33008-E	Electric Sample Form No. 79-861 Electronic Data Interchange (EDI) - Trading Partner Agreement	14148-E
33009-E	Electric Sample Form No. 79-936 Deed of Conveyance	11566-E
33010-E	Electric Sample Form No. 79-938 Customer-Owned Streetlights PG&E Pole Contact Agreement	11568-E
33011-E	Electric Sample Form No. 79-954 Departing Load Competition Transition Charge Agreement	14974-E
33012-E	Electric Sample Form No. 79-955 Amendment to PG&E's Departing Load Competition Transition Charge Agreement for Subsequently Obtained CTC Exemption	14975-E
33013-E	Electric Sample Form No. 79-961 Dual Socket Metering Agreement	16195-E
33014-E	Electric Sample Form No. 79-995 Agreement for Customers Taking Service on Schedule E-31	20623-E
33015-E	ELECTRIC SAMPLE FORM NO. 79-1013 NEW MUNICIPAL DEPARTING LOAD NONBYPASSABLE CHARGE STATEMENT	23914-E*

**ATTACHMENT 3
Advice 4285-E**

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
33016-E	Electric Sample Form No. 79-1018 Residential Rule 16 Electric/Gas Single Service Extensions	32130-E
33017-E	Electric Sample Form No. 79-1024 Dual Supply Customer Authorizing Agreement	22639-E
33018-E	Electric Sample Form No. 79-1038 Application for Essential Use Customer Status	23599-E
33019-E	Electric Sample Form No. 79-1039 Rate Schedule Selection Customer Agreement	30095-E
33020-E	Electric Sample Form No. 79-1040 Non-Disclosure and Use of Information Agreement	23601-E
33021-E	Electric Sample Form No. 79-1050 Contract for Customer Provision of Physically Assured Load Reduction	24956-E
33022-E	Electric Sample Form No. 79-1078 Agreement for Unmetered Electric Service to Devices Connected to Pacific Gas and Electric Company's Street Light Facilities	25450-E
33023-E	Electric Sample Form No. 79-1097 Request Change of Mailing Address to a Third Party Change of Address	26270-E
33024-E	Electric Sample Form No. 79-1104 Bill Calculation Service Agreement	26684-E
33025-E	ELECTRIC SAMPLE FORM 79-1111 OPTIMAL BILLING PERIOD SERVICE ELECTION FORM Sheet 1	28258-E
33026-E	Sample Electric Form 79-1128 Affidavit in Support of Customer Claim as Qualifying as a Small Business Customer Under Government Code Section 14837* Sheet 1	29725-E
33027-E	ELECTRIC SAMPLE FORM 79-1129 SPECIAL CONTRACT FOR UNMETERED SERVICE Sheet 1	30503-E**

**ATTACHMENT 3
Advice 4285-E**

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
33028-E	ELECTRIC SAMPLE FORM 79-1141 AGREEMENT FOR SCHEDULE A-15 FIXED USAGE ESTIMATE Sheet 1	31456-E
33029-E	ELECTRIC TABLE OF CONTENTS Sheet 1	33000-E
33030-E	ELECTRIC TABLE OF CONTENTS SAMPLE FORMS Sheet 23	32777-E
33031-E	ELECTRIC TABLE OF CONTENTS SAMPLE FORMS Sheet 24	32690-E
33032-E	ELECTRIC TABLE OF CONTENTS SAMPLE FORMS Sheet 29	32535-E
33033-E	ELECTRIC TABLE OF CONTENTS SAMPLE FORMS Sheet 30	32506-E
33034-E	ELECTRIC TABLE OF CONTENTS SAMPLE FORMS Sheet 31	32752-E
33035-E	ELECTRIC TABLE OF CONTENTS SAMPLE FORMS Sheet 33	32508-E



Pacific Gas and Electric Company
San Francisco, California
U 39

Revised
Cancelling Original

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

30754-G
21123-G

Gas Sample Form No. 61-0502
Medical Baseline Allowance Self-Certification Request Form

(T)

**Please Refer to Attached
Sample Form**

Advice Letter No: 3415-G
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed September 24, 2013
Effective October 24, 2013
Resolution No. _____



Medical Baseline Allowance Self-Certification Request Form

STEP 1 Account and Customer Information (please print)

--	--	--	--	--	--	--	--	--	--

PG&E CUSTOMER ACCOUNT NO

CUSTOMER NAME (as it appears on PG&E bill)

MEDICAL BASELINE RESIDENT'S NAME (if different)

SERVICE ADDRESS

APT #

CITY

STATE

ZIP CODE

CUSTOMER MAILING ADDRESS (if different)

APT #

CITY

STATE

ZIP CODE

HOME PHONE #

WORK PHONE #

I understand that:

1. If the doctor certifies the resident's medical condition is permanent, PG&E will require completion of a form self-certifying continued resident's eligibility for Medical Baseline every two years.
2. If the doctor certifies the resident's medical condition is not permanent, PG&E will require completion of a form self-certifying continued resident's eligibility for Medical Baseline each year and completion of a new application with a doctor's certification every two years.
3. If the resident has a vision disability, I may contact PG&E to request special notification when either re-certification (to complete a new application with a doctor's certification) or self-certification forms are mailed.
4. PG&E cannot guarantee uninterrupted gas and electric service and I am responsible for making alternate arrangements in the event of a gas or electric outage.

STEP 2 For customers billed by someone other than PG&E

NAME OF MOBILE HOME OR APARTMENT COMPLEX

COMPLEX ADDRESS

COMPLEX MANAGER'S NAME

COMPLEX PHONE #

TENANT'S NAME

TENANT'S PHONE #

Mail application to:

**PG&E Credit and Records Center
Medical Baseline**

P.O. Box 8329, Stockton, CA 95208

UTILITY USE ONLY

Date Received: _____

Medical Baseline Allocation:

☐ Electric unit(s) ☐ Gas unit(s)

Recertification:

- ☐ Self-certify every 2 years
☐ Self-certify annually; Doctor's certification every 2 years

STEP 3 How would you prefer to be contacted in the event of a planned and/or unplanned outage?

Please check your PREFERRED method(s) for being contacted below and provide all of the relevant information next to your selection. (Select up to two methods). You will also continue to receive a letter by mail in certain outage situations.

PLANNED OUTAGE CONTACT PREFERENCE

- ☐ Call me by phone _____
☐ Contact me by TDD/TTY at phone _____
☐ Send me a text message at phone _____
☐ Send me an email at _____

UNPLANNED OUTAGE CONTACT PREFERENCE

- ☐ Call me by phone _____
☐ Contact me by TDD/TTY at phone _____
☐ Send me a text message at phone _____
☐ Send me an email at _____

STEP 4 Signature

I certify that the above information is correct. I also certify that the Medical Baseline resident lives full-time at this address, and requires or continues to require the Medical Baseline Allowance. I agree to allow PG&E to verify this information. I also agree to notify PG&E promptly if the qualified resident moves or Medical Baseline Allowance is no longer needed by the resident.

SIGN HERE

CUSTOMER SIGNATURE

DATE

The Standard Medical Baseline Allowance is 16.438 kWh of electricity and/or 0.82192 therms of natural gas per day, which is in addition to your daily standard Baseline Allocation. If this allowance does not meet your medical needs, please contact PG&E at 1-800-743-5000 to discuss additional amounts.



Extensión de la Tarifa Básica Asignada por Razones Médicas

Formulario para solicitar auto certificación

PASO 1 Información del cliente (por favor escriba en letra de imprenta)

--	--	--	--	--	--	--	--	--	--

NO. DE LA CUENTA DEL CLIENTE DE PG&E

NOMBRE DEL CLIENTE (como aparece en su factura de PG&E)

NOMBRE DEL CLIENTE al que se extiende la tarifa básica por razones médicas (si es diferente)

DIRECCIÓN DONDE SE PRESTA SERVICIO

NO. DEL DEPARTAMENTO

CIUDAD

ESTADO

CÓDIGO POSTAL

DIRECCIÓN POSTAL DEL CLIENTE (si es diferente)

NO. DEL DEPARTAMENTO

CIUDAD

ESTADO

CÓDIGO POSTAL

NO. DE TELÉFONO DEL HOGAR

NO. DE TELÉFONO DEL TRABAJO

Entiendo que:

1. Si el médico certifica que la condición médica del residente es permanente, PG&E requerirá que cada dos años se complete un formulario certificando que el residente aún reúne las condiciones para recibir la extensión de tarifa básica por razones médicas.
2. Si el médico certifica que la condición médica del residente no es permanente, PG&E requerirá que se complete un formulario cada año, certificando que el residente aún reúne las condiciones para recibir la extensión de tarifa básica por razones médicas y que cada dos años se complete una nueva solicitud con certificación del médico.
3. Si el residente tiene una incapacidad visual, me comunicaré con PG&E para solicitar el envío del formulario de renovación (completar una nueva solicitud con certificación del médico) o del formulario de auto certificación, en un formato especial.
4. PG&E no puede garantizar que el servicio de gas y electricidad no sea interrumpido, y es mi responsabilidad hacer planes alternativos en casos de interrupciones en el servicio de gas o electricidad.

UTILITY USE ONLY Date Received: _____

Medical Baseline Allocation:

☐ Electric unit(s) ☐ Gas unit(s)

Recertification:

- ☐ Self-certify every 2 years
☐ Self-certify annually; Doctor's certification every 2 years

PASO 4 Firma

Certifico que la información proporcionada es correcta. Certifico además que el residente al que se extiende la tarifa básica por razones médicas vive en esta dirección en forma permanente, y necesita o continua necesitando que se le extienda la tarifa básica. Doy permiso para que PG&E verifique esta información. **Me comprometo también a notificar inmediatamente a PG&E si el residente calificado se muda o ya no necesita la extensión de la tarifa básica por razones médicas.**

FIRME AQUÍ

FIRMA DEL CLIENTE

FECHA

La extensión estándar de la tarifa básica por razones médicas es de 16.438 kilovatios-hora de electricidad y/o 0.82192 termias de gas natural por día, lo cual es adicional a su cuota diaria. Si este subsidio no reúne sus necesidades médicas, por favor contáctese con PG&E llamando al 1-800-660-6789 para solicitar cantidades adicionales.

PASO 2 Para clientes facturados por otro que no sea PG&E

NOMBRE DEL CONJUNTO DE CASAS MÓVILES O DE APARTAMENTOS

DIRECCIÓN DEL CONJUNTO

NOMBRE DEL ADMINISTRADOR DEL COMPLEJO

NO. DE TELÉFONO DEL COMPLEJO

NOMBRE DEL INQUILINO

NO. DE TELÉFONO DEL INQUILINO

PASO 3 ¿Cómo prefiere ser contactado en caso de un apagón planeado y/o no planeado?

Por favor elija su(s) método(s) PREFERIDO(S) de contacto a continuación y provea toda la información de relevancia a un lado de su selección. (Seleccione hasta dos métodos). Usted también continuará recibiendo una carta por correo en ciertas situaciones de apagones.

PREFERENCIAS DE CONTACTO EN CASO DE INTERRUPCIONES DE SERVICIO PLANEADAS

- ☐ Llámame por teléfono _____
☐ TDD/TTY: contactarme al teléfono _____
☐ Enviarme un texto al teléfono _____
☐ Enviarme un correo electrónico a _____

PREFERENCIAS DE CONTACTO EN CASO DE INTERRUPCIONES DE SERVICIO NO PLANEADAS

- ☐ Llámame por teléfono _____
☐ TDD/TTY: contactarme al teléfono _____
☐ Enviarme un texto al teléfono _____
☐ Enviarme un correo electrónico a _____



醫療能源輔助計劃自我證明申請表

第一步 帳戶及客戶資訊 (請端正填寫)

--	--	--	--	--	--	--	--	--	--

PG&E帳戶號碼

客戶姓名 (帳單上的客戶姓名)

申請者姓名 (若不同的話)

住址 公寓單位 #

城市 州 郵區

客戶郵寄地址 (若不同的話) 公寓單位 #

城市 州 郵區

住家電話 # 工作電話 #

本人瞭解：

1. 如果醫生證明該居民的健康狀況是永久性的，PG&E要求申請者每兩年填寫一份表格，自我證明本人或該居民繼續有資格享用醫療能源輔助。
2. 如果醫生證明該居民的健康狀況是非永久性的，PG&E要求申請者每年填寫一份表格，自我證明本人或該居民繼續有資格享用醫療能源輔助，並且每兩年填寫一份有醫生證明的新申請表。
3. 如果該居民有視力障礙，本人可以跟PG&E聯絡，要求寄來特別格式的重新確認表格 (填寫有醫生證明的新申請表) 或自我確認表格。
4. PG&E不能保證天然氣及電力供應服務不中斷，本人負責在天然氣中斷時或停電情況下作出替代安排。

第二步 由PG&E以外人士開帳單的客

流動房屋或公寓大廈名稱

大廈地址

大廈負責人姓名 大廈電話 #

租客姓名 租客電話 #

將申請表寄到：

PG&E Credit and Records Center
Medical Baseline
P.O. Box 8329, Stockton, CA 95208

UTILITY USE ONLY Date Received: _____

Medical Baseline Allocation:

☐ Electric unit(s) ☐ Gas unit(s)

Recertification:

☐ Self-certify every 2 years
☐ Self-certify annually; Doctor's certification every 2 years

第三步 遇上預知和/或未預計之天然氣中斷或停電，你想怎樣接得通知？

請於下方選擇你想我們聯絡你的方式，並於你的選擇旁提供所有相關資訊。(最多可選兩種方法)。某些天然氣中斷或停電情況，你仍將繼續接到郵件通知。

預知天然氣中斷或停電時希望得到通知的方式

- ☐ 打電話給我 _____
- ☐ 經TDD/TTY打電話聯絡我 _____
- ☐ 給我的電話發簡訊 _____
- ☐ 發電子郵件至 _____

未預計之天然氣中斷或停電希望得到通知的方式

- ☐ 打電話給我 _____
- ☐ 經TDD/TTY打電話聯絡我 _____
- ☐ 給我的電話發簡訊 _____
- ☐ 發電子郵件至 _____

第四步 簽名

本人證明以上資料正確無誤，並且證明申請醫療能源補助者全天住在該地址，仍需要醫療額外能源津貼。本人同意允許PG&E核實本資料。並且同意，如果合格的居民搬遷或該居民不再需要醫療額外能源津貼，立即通知PG&E。

於此處簽名

客戶簽名

日期

標準醫療能源額外津貼 每天16.438度電力及/或0.82192撒姆天然氣，這是你每天的標準底線配額之上的用量。如果該定量不能滿足你的醫療需要，請致電中文熱線1-800-893-9555跟PG&E聯絡，討論增加用量。



Pacific Gas and Electric Company
San Francisco, California
U 39

Revised
Cancelling Original

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

30755-G
18418-G

Gas Sample Form No. 62-0562
Gas & Electric Facilities Transfer Agreement - Declaration

(T)

**Please Refer to Attached
Sample Form**

Advice Letter No: 3415-G
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed September 24, 2013
Effective October 24, 2013
Resolution No. _____



GAS & ELECTRIC FACILITIES TRANSFER AGREEMENT - DECLARATION

DISTRIBUTION

- ☐ Transferor
☐ Division
☐ Customer Care

REFERENCES

Order #: _____
SD #: _____
D&C #: _____
MLX #: _____
R/W #: _____

Submitted to Transferor By: _____

Date of Issuance: _____

_____, (**TRANSFEROR**), has requested **PACIFIC GAS AND ELECTRIC COMPANY (PG&E)**, a California Corporation, to acquire Transferor's ☐ Gas; ☐ Electric Facilities (Facilities) as summarized on "Exhibit A", and situated at

_____, and to deliver ☐ Gas; ☐ Electric Energy (Energy) to the existing Customers (Customers) served from the Facilities and listed on "Exhibit B" for the operation of the utilization Equipment (Equipment). The Incremental Base Annual Revenue and Economic Analysis and Payment Computation for the gas and electric systems are summarized in "Exhibit C.1." and "Exhibit C.2.", respectively. The Facilities are shown on sketch marked "Exhibit D". All exhibits are attached hereto and made part hereof.

Executed this _____ day of _____, _____

PACIFIC GAS AND ELECTRIC COMPANY

Transferor

Authorized by (Print)

Authorized by (Print)

Signature

Signature

Title

Title

Date

Date

MAILING ADDRESS:

Attachments: (Mark each attachment needed)

- ☐ Exhibit A - Facilities
☐ Exhibit B - Customers
☐ Exhibit C.1. - Incremental Base Annual Revenue
☐ Exhibit C.2. - Economic Analysis and Payment
☐ Exhibit D - Gas and/or Electric Facilities Sketch

- ☐ Exhibit E - Additional Terms and Conditions
☐ Gas Rule 15
☐ Gas Rule 16
☐ Electric Rule 15
☐ Electric Rule 16

Transferor: Please initial here to confirm receipt of all attachments: _____

GAS AND ELECTRIC FACILITIES TRANSFER AGREEMENT

PROVISIONS

As indicated in the Declarations, **TRANSFEROR** has requested **PG&E** to acquire Transferor's gas and electric Facilities. The Facilities, if electric, include but are not limited to: poles, conductors, transformers, substructures, conduits, services, meters, and other associated equipment. Facilities, if gas, include but are not limited to: gas mains, services, valves, meters, regulators, and other associated equipment.

PG&E is willing to acquire and own the Transferor's Facilities, and supply Energy service in accordance with PG&E's applicable rates and rules, subject to the following terms and conditions:

- 1. OWNERSHIP BASIS.** Concurrently with the execution of this Agreement, Transferor agrees to transfer to PG&E the Facilities described herein, along with any associated capital costs, applicable taxes, and cost-of-ownership for that portion of the Facilities not supported by Incremental Base Annual Revenue derived from existing permanent loads served directly from the Facilities. All Facilities conveyed to PG&E under this Agreement shall at all times be and remain the property of PG&E.
- 2. CONDITION OF FACILITIES.** To the best of Transferor's knowledge, the gas and electric distribution Facilities are in reasonably good operating condition and are capable of providing the end users a safe and reliable source of electric and gas service, the Facilities meet the California Public Utilities Commission's (CPUC) General Orders, are compatible, and in the case of new construction, meet PG&E's design standards as they relate to safety and reliability, and are capable of serving the customary expected load, determined in accordance with a site specific study and PG&E's rules as approved by the CPUC. If the facilities do not comply with the above, the Transferor has the following two options, both at the expense of the Transferor:
 - (a) Transferor may elect to have qualified third party perform the necessary work prior to Title Acceptance and Conveyance; or
 - (b) Transferor may elect PG&E to perform necessary work.
- 3. CUSTOMER CONTRIBUTIONS.** Customer charges, if any, are determined in the following manner:
 - (a) **Appraised Value of Transferor's Facilities.** As shown on Exhibit C.2., this is PG&E's estimated capital worth of the Facilities (existing Facilities found used and useful, plus any new replacement Facilities) according to the applicable extension and service rules defining those facilities that are subject to refund and those that are not subject to refund.
 - (b) **Estimated Incremental Base Annual Revenue.** As shown on Exhibit C.1., PG&E will calculate the Estimated Incremental Base Annual Revenue by calculating the difference between the existing annual Energy usage and annual base revenue, and the estimated annual Energy usage and annual base revenue. The Estimated Base Annual Revenue for gas and electric is the distribution "Base Energy Rate" for the applicable PG&E gas or electric rate schedule, plus any customer, meter, and demand charges. For mobilehome parks, it is the annual discount portion of the applicable master-metered mobilehome park rate schedule, for each installed space.
 - (c) **Supported Capital Costs.** As shown on Exhibit C.2., the Supported Capital Cost is the maximum capital investment amount by PG&E that is supported by the Estimated Incremental Base Annual Revenue to be derived by PG&E from the delivery of Energy supplied from the Facilities to the Customers. The Supported Capital Cost is calculated by dividing the

GAS AND ELECTRIC FACILITIES TRANSFER AGREEMENT

PROVISIONS

Estimated Incremental Base Annual Revenue by the Cost-of-Service Factor as defined in PG&E's Gas and Electric Rule 15 -- Definitions for Rule 15.

- (d) **Unsupported Capital Contribution.** As shown on Exhibit C.2., this is the amount that the Appraised Value of Transferor's Facilities exceeds the Supported Capital Costs, less any applicable credits for joint facility cost participation by other entities. If Transferor, for any reason, fails to continue using the Equipment in a bona fide manner at the estimated Incremental Base Annual Revenue level listed on Exhibit C.1., within the terms of this Agreement, the Transferor shall pay to PG&E, on demand, an additional refundable payment equal to the difference between, the Unsupported Capital Contribution amount specified above and, the Unsupported Capital Contribution amount that would have been required if recalculated on the basis of Equipment, if any, actually used by Customers.
- (e) **Income Tax Component Of Contribution (ITCC).** As shown on Exhibit C.2., Transferor shall pay to PG&E the State and Federal ITCC on the Unsupported Capital Contribution amount at the rate provided in the Preliminary Statement of PG&E's tariff schedules and approved by the CPUC. The ITCC is refundable or non-refundable as specified in the Contribution Adjustments section of this Agreement.
- (f) **Cost-of-Ownership Annuity Fund.** As shown on Exhibit C.2., Transferor shall also pay to PG&E, in addition to the monthly rates and charges for service, a one-time refundable payment for a Cost-of-Ownership Annuity Fund. This fund represents PG&E's present worth value of its continuing costs, in perpetuity, to own, operate, and maintain that portion of the Facilities not supported by revenue. The fund is determined by multiplying the Unsupported Capital Contribution amount by the annual Cost-of-Ownership percentage rate for customer-financed (contributed) capital, and the present worth factor (at PG&E's current authorized rate of return).

Interest will be added annually to the unused balance of the annuity fund before the current year's cost-of-ownership charges are deducted. This calculation shall be performed on each anniversary of the date ownership of the Facilities was transferred to PG&E, as is established in PG&E's records. The interest rate shall be the 12-month average of the discount interest rate on prime, 3-month commercial paper for each month as reported in the Federal Statistical Release, G-13 or its successor publication.

Adjustments to the Cost-of-Ownership Annuity Fund are described in the paragraph on Cost-of-Ownership Annuity Fund Adjustments.

- 4. **GENERAL ACCESS.** PG&E shall at all times the have right to enter and leave Transferor's premises for any purpose connected with the furnishing of electric and gas services, including meter reading, inspection, testing, routine repairs, replacement, maintenance, emergency work, etc., and the exercise of any and all rights secured to it by law, or under PG&E's tariff schedules. Transferor hereby grants to PG&E the right to install, own and maintain such Facilities on Transferor's premises together with sufficient safe legal clearances between all structures now or hereafter erected on Transferor's premises.
 - (a) **Existing Land Rights.** Transferor warrants that adequate land rights cover all of the Facilities as shown in "Exhibit A". In the absence of such land rights, Transferor shall assume any and all liability in connection therewith. Transferor shall assign to PG&E in whole or in part all of its private grants of rights-of-way and easements satisfactory to PG&E for the operation of the Facilities.

GAS AND ELECTRIC FACILITIES TRANSFER AGREEMENT

PROVISIONS

- (b) **New Land Rights.** Where new formal rights-of-way, easements, land leases, or permits are required by PG&E for the acceptance of ownership of the Facilities on or over the Transferor's property, or the property of others, Transferor understands and agrees that PG&E shall not be obligated to accept ownership of the Facilities unless and until any necessary permanent rights-of-way, easements, land leases, or permits, satisfactory to PG&E, are granted to or obtained for PG&E without cost to or condemnation by PG&E. However, if PG&E is unable to obtain such land rights, the Transferor shall obtain them for PG&E. Such easements shall include the right of access and the right to trim trees as necessary to maintain required legal clearances from overhead wires.
- (c) **Third Party Consents.** All requisite third party consents to sell, assign, and transfer the Facilities and rights-of-way and easements thereto have been secured.
5. **AD VALOREM TAXES.** Except as disclosed by Transferor, all taxes or other assessments on or concerning the Facilities for the current tax year and earlier, have been paid in full and there are no penalties or delinquency charges owing. PG&E shall not be responsible for prior taxes. The current ad Valorem taxes for the tax year in which the Facilities are conveyed shall be prorated as of the date of conveyance. Transferor shall pay to PG&E on demand such part thereof as is attributable to the portion of the tax year prior to delivery of the Facilities.
6. **ADDITIONS, BETTERMENTS, OR REMOVALS.** This Transfer Agreement does not cover additions, betterments, or removals, if any, made to the Facilities by Transferor subsequent to this Agreement and is limited to those items more fully described in Exhibit A. Additions, betterments, or removals subsequent to this Agreement performed by other than PG&E, if any, will be covered by a supplemental Transfer Agreement or other such Agreement to be prepared by PG&E and delivered to Transferor concurrently with payment of the price thereof, if any. The Transferor shall not be responsible for betterments or improvements to PG&E's gas or electric distribution Facilities or operations that do not benefit the Transferor.
7. **SERVICE CONNECTIONS.** Transferor shall require all Customers to provide metering facilities in meter locations acceptable to PG&E in accordance with PG&E's Electric and Gas Service Requirements (Green Book). The appropriate jurisdiction shall inspect the Customer's metering facilities and determine if it is safe and ready for the meter to be set by PG&E.
8. **GAS DELIVERIES.** Gas deliveries shall be in conformance with the standards specified in CPUC General Order No. 58-A and measured at the outlet side of the meter.
- Gas will normally be delivered at PG&E's adopted standard delivery pressure of seven inches of water column. This standard pressure supplied to domestic and commercial customers shall not vary more than fifty percent above or below the adopted pressure. No variation in pressure from the standard pressure, of two inches or more of water column, shall occur in a time less than fifteen minutes, excepting momentary fluctuations on individual services caused by the operations of Customer's appliances or fluctuations caused by reasonable regulator buildups.
9. **POWER QUALITY AND VOLTAGE STABILITY.** PG&E designs and operates its distribution system to deliver sustained voltage as close as economically practical to service voltages required for customer's Facilities and equipment. Under normal circumstances service voltage can vary within a range set by PG&E's Electric Rule 2 on file with the CPUC. Under Electric Rule 2, PG&E's service voltage can also vary outside the specified range for brief periods. If the Transferor's equipment or Facilities require voltages of greater stability than those specified under Electric Rule 2, it is the Transferor's responsibility to take what ever actions are necessary to provide power of such stable

GAS AND ELECTRIC FACILITIES TRANSFER AGREEMENT

PROVISIONS

voltage, including the design, installation and operation of any necessary protective equipment. PG&E cannot be held liable for any injuries or damages that may occur as the results of voltage variations that are allowable pursuant to Electric Rule 2.

- 10. HAZARDOUS SUBSTANCES.** Transferor shall be solely responsible for taking and paying for remedial action relating to hazardous substances or materials present in and around the Facilities acquired by PG&E and on lands occupied by the Facilities and in and on structures located on such lands. Transferor shall be solely liable for all costs, losses and damages from such hazardous substances or materials to property or injuries to any person and natural resources including but not limited to costs, damages and injuries arising from, and incident to Transferor's activities related to the gas and electric Facilities. PG&E is not responsible for pre-existing conditions, including but not limited to any costs, claims or delays associated with the remediation of hazardous substances.

"Hazardous Substances" means any chemical, material or substance that is listed or regulated under applicable federal, state and local environmental laws, including but not limited to Comprehensive Environmental Response, Compensation, and Liability Act, and the Resource Conservation and Recovery Act, as a "hazardous" or "toxic" substance or waste, or as a "contaminant", or as is otherwise listed or regulated under applicable environmental laws because it poses a hazard to human health or the environment, including but not limited to asbestos in any form, polychlorinated biphenyls (PCBs), and lead paint and coatings.

- 11. LITIGATION, PROCEEDINGS, AND CLAIMS.** There are no investigations, charges, proceedings, actions, suits, or arbitration proceedings pending, or, to the best of Transferor's knowledge, overtly threatened, involving tax, environmental or land use matters, before any court or governmental agency, or any other public forum, that could affect, encumber or burden the Facilities, or the ability of PG&E to operate the Facilities, or could result in impairment or loss of PG&E's title to the Facilities.

- 12. GOVERNMENTAL COMPLIANCE.** To the best of Transferor's knowledge, the Facilities have been operated by or on behalf of Transferor in full compliance with all applicable laws, rules, and regulations, including ordinances, codes, permits and licenses of all city, county, state, and federal governments, and including, but not limited to, laws, rules, and regulations relating to environmental matters; and no notice from any governmental body has been served upon Transferor or its agents or upon the Facilities, claiming violation of any law, ordinance, code, rule, or regulation or calling attention to the need for any work, repairs, construction, alterations, or installation on or in connection with the Facilities with which the Transferor has not complied and PG&E was not notified.

- 13. WARRANTY.** During the pendency of Transferor's request, Transferor shall be responsible for the continued maintenance to preserve the integrity of the Facilities and for the safe and reliable operation of the Facilities in accordance with applicable laws. During the pendency of Transferor's Transfer request, Transferor shall remain liable for injury and damage resulting from operation of the Facilities. Transferor further warrants that the Facilities, including any new Facilities installed by Transferor or its contractor, shall be free from defects in materials and workmanship. The warranty period shall begin from the date of Transfer of the Facilities to PG&E, and extend for one (1) year. The warranty period for any trench shall extend for two (2) years. Should the Facilities develop defects in materials or workmanship during the warranty period, PG&E, at its election shall either, (a) repair or replace the defective materials or workmanship, or (b) demand that the Transferor repair or replace the defective materials or workmanship. In either event, the Transferor shall be responsible for all costs associated with such repair or replacement. Transferor, upon demand by PG&E, shall promptly correct, to PG&E's satisfaction and that of any governmental agency having jurisdiction, any defect.

GAS AND ELECTRIC FACILITIES TRANSFER AGREEMENT

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14. CONTRIBUTION ADJUSTMENTS. The Unsupported Capital Contribution amount and the associated ITCC Tax amount paid by Transferor under this Agreement shall be subject to refund to Transferor, without interest during the term of this Agreement, as follows:

- (a) **Facility Charge Adjustments.** At PG&E's option, the Unsupported Capital Contribution amount will be reviewed annually and adjusted if necessary for any difference between the actual Incremental Base Annual Revenue and the previously estimated actual Incremental Base Annual Revenue, derived over the previous 12 billing months. Refunds will be made within 90 days of the date that PG&E performs its review.
- (b) **Refunds for New Extensions.** For refunds on new extensions served directly from these Facilities, refer to PG&E's Gas and Electric Rules 15 on series refunding.
- (c) **Unsupported Capital.** The Unsupported Capital Contribution amount will be reviewed and updated with each adjustment made hereunder.
- (d) **Adjustment Period Limit.** No adjustment or refund will be made by PG&E in excess of the refundable amount advanced by Transferor, nor after a period of ten-years from the date PG&E first assumed ownership. Any unrefunded amount and the associated ITCC remaining at the end of the ten-year period will become the property of PG&E.
- (e) **Cost-of-Ownership Annuity Fund Adjustments.** In the event that PG&E makes refunds or other adjustments as provided in this Agreement, PG&E shall also adjust the Cost-of-Ownership Annuity Fund at the same time. The existing fund is updated by first adding interest to date and then subtracting the actual accrued cost-of-ownership charges to date. This updated fund amount is then compared to the new fund requirement (determined in the same manner as described in the paragraph on Facility Charges). If the updated fund balance is greater than the new fund requirement, the Transferor receives a refund of the difference. Conversely, if the updated fund balance is less than the new fund requirement, the Transferor shall pay an additional cost-of-ownership charge based on the difference between the updated fund amount and the new fund requirement. The adjusted fund amount becomes the new amount subject to future interest payments. Any unrefunded amount remaining at the end of the ten-year refund period will become the property of PG&E.

15. INDEMNIFICATION AND WITHHOLDING.

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

GAS AND ELECTRIC FACILITIES TRANSFER AGREEMENT

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Transferor acknowledges that any and all claims, demands, losses, damages, costs, expenses, and legal liability that arise out of, result from, or are in any way connected with hazardous substances or materials including but not limited to the release or spill of any hazardous substance or material as a result of the work performed under this Agreement are expressly within the scope of this indemnity, and that the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial work, penalties, and fines arising from the violation of any local, state, or federal law or regulation, attorney's fees, disbursements, and other response costs are expressly within the scope of this indemnity.

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

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

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

17. AGREEMENT TERMINATION. During the pendency of Transferor's request, if Transferor or PG&E elects to cancel and terminate the Agreement, PG&E shall return to the Transferor an amount equal to the Transferors advance, less PG&E's costs. PG&E's costs are defined as the actual costs (including but not limited to labor, materials, and overhead) incurred by PG&E prior to such cancellation and termination in connection with work done in furtherance of Transferor's project, plus the actual costs of removing any of PG&E's installed facilities which PG&E desires to salvage, minus the salvage value of such facilities. In the event PG&E's costs exceed the advance, Transferor agrees to pay PG&E a sum equal to the amount by which PG&E's costs exceed the advance. Upon exercise of it's right to cancel and terminate and upon payment the Transferor, all of PG&E's obligations under the Agreement Documents shall cease.

18. COMMISSION JURISDICTION. This Agreement shall be subject to all of PG&E's applicable tariff schedules on file with and authorized by the California Public Utilities Commission (CPUC) and shall at all times be subject to such changes or modifications as the CPUC may direct from time to time in the exercise of its jurisdiction. These may include, but are not limited to changes or modifications to Monthly Cost-of-Ownership Charges (higher or lower percentage rates), extension and service rules, and rate schedules.

19. AUTHORIZED SIGNATURE. If Transferor is a corporation, partnership, joint venture or a group of individuals, the subscriber hereto represents that he has the authority to bind said corporation, partnership, joint venture or a group of individuals as the case may be.

GAS AND ELECTRIC FACILITIES TRANSFER AGREEMENT

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- 20. EFFECTIVE DATE AND TERM.** This Agreement shall be binding when (a) the Agreement is signed by Transferor and delivered together with payment required to PG&E within ninety (90) days of issuance, and (b) the Agreement is accepted and executed by PG&E. The term of this Agreement shall then continue in force, subject to the termination provision of this Agreement.
- 21. INCORPORATION BY REFERENCE.** All Appendices or other attachments are incorporated by reference. For mobilehome parks, the terms of this Transfer Agreement are subject to the terms of Sections 2791 et. seq. of the Public Utilities Code.
- 22. SURVIVAL.** All representations and warranties by Transferor are ratified and affirmed as of the Transfer Date. Where the context permits, the terms and conditions of this Agreement shall survive termination.
- 23. ADDITIONAL TERMS AND CONDITIONS.** Appended to this Agreement, if applicable, includes additional terms and conditions associated with PG&E's acceptance of the transfer of ownership of the Facilities.
- 24. TITLE CONVEYANCE.** For good and valuable consideration, Transferor hereby transfers, grants, and conveys to PG&E, its successors and assigns, all of Transferor's rights, title, and interest in and to its Facilities, together with all necessary land and property rights for PG&E to own, operate and maintain the Facilities.
- 25. TITLE ACCEPTANCE.** When all of the above terms and conditions are met, to the standards set forth in Section 2 herein, the existing or new Facilities necessary will be accepted by PG&E in writing, for PG&E to own, operate and maintain. Upon PG&E's final acceptance of said installation in accordance with the referenced general conditions, Transferor hereby grants, sells and conveys to PG&E all its rights, title and interest in and to all materials installed.



GAS AND ELECTRIC FACILITIES TRANSFER AGREEMENT

REFERENCES

Order #: _____
SD #: _____
D&C #: _____
MLX #: _____
R/W #: _____

EXHIBIT C.1.

Incremental Base Annual Revenue Calculation Gas and/or Electric Facilities Transfer – Mobile Home Parks

GAS

ELECTRIC

I. ESTIMATED INCREMENTAL BASE ANNUAL REVENUE (DISCOUNT RATE)

A. Gas:

Master-Metered Account Number: _____
Master-Metered Rate Schedule: _____
Discount Rate/Day \$ _____ x # of Installed Spaces _____ x
365 Days/Year..... = \$ _____

Master-Metered Account Number: _____
Master-Metered Rate Schedule: _____
Discount Rate/Day \$ _____ x # of Installed Spaces _____ x
365 Days/Year..... = \$ _____

Master-Metered Account Number: _____
Master-Metered Rate Schedule: _____
Discount Rate/Day \$ _____ x # of Installed Spaces _____ x
365 Days/Year..... = \$ _____

Total Gas Incremental Base Annual Revenue From Discount Rate=\$ _____

B. Electric:

Master-Metered Account Number: _____
Master-Metered Rate Schedule: _____
Discount Rate/Day \$ _____ x # of Installed Spaces _____ x
365 Days/Year..... = \$ _____

Master-Metered Account Number: _____
Master-Metered Rate Schedule: _____
Discount Rate/Day \$ _____ x # of Installed Spaces _____ x
365 Days/Year..... = \$ _____

Master-Metered Account Number: _____
Master-Metered Rate Schedule: _____
Discount Rate/Day \$ _____ x # of Installed Spaces _____ x
365 Days/Year..... = \$ _____

Total Electric Incremental Base Annual Revenue From Discount Rate = \$ _____

II. PG&E'S SUPPORTED CAPITAL INVESTMENT

A. Gas:

Total Gas Incremental Base Annual Revenue (\$ _____ [I.A.])
(_____ [Cost-of-Service Factor])..... = \$ _____ ¹

B. Electric:

Total Electric Incremental Base Annual Revenue (\$ _____ [I.B.]) /
(_____ [Cost-of-Service Factor])..... = _____ ¹

¹ Enter gas and electric Incremental Base Annual Revenue amounts on Exhibit C.2., Section I.A.



GAS AND ELECTRIC FACILITIES TRANSFER AGREEMENT

REFERENCES

Order #: _____
SD #: _____
D&C #: _____
MLX #: _____
R/W #: _____

EXHIBIT C.1.

Incremental Base Annual Revenue Calculation Gas and/or Electric Facilities Transfer – Other Than Mobile Home Parks

GAS

ELECTRIC

I. ESTIMATED INCREMENTAL BASE ANNUAL REVENUE

A. Gas:

- 1) Rate Schedule: _____
Annual Energy Usage _____ (Therms) :
_____ (Base Energy Rate for Applicable Rate Schedule)..\$ _____
 - 2) Rate Schedule: _____
Annual Energy Usage _____ (Therms) x
_____ (Base Energy Rate for Applicable Rate Schedule)..\$ _____
 - 3) Rate Schedule: _____
Annual Energy Usage _____ (Therms) x
_____ (Base Energy Rate for Applicable Rate Schedule)..\$ _____
 - 4) _____ Mo. Customer Charge x 12 mos.....=\$ _____
- Total Gas Incremental Base Annual Revenue.....=\$ _____**

B. Electric:

- 1) Rate Schedule: _____
Annual Energy Usage _____ (kWh) x
_____ (Base Energy Rate for Applicable Rate Schedule).....\$ _____
 - 2) Rate Schedule: _____
Annual Energy Usage _____ (kWh) x
_____ (Base Energy Rate for Applicable Rate Schedule).....\$ _____
 - 3) Rate Schedule: _____
Annual Energy Usage _____ (kWh) x
_____ (Base Energy Rate for Applicable Rate Schedule).....\$ _____
 - 4) _____ Mo. Customer Charge + _____ Mo. Demand Charge x 12 mos.\$ _____
- Total Electric Incremental Base Annual Revenue.....=\$ _____**

II. PG&E'S SUPPORTED CAPITAL INVESTMENT

A. Gas:

Total Gas Incremental Base Annual Revenue (\$ _____ [I.A.]) /
(_____ [Cost-of-Service Factor]).....=\$ _____ ¹

B. Electric:

Total Electric Incremental Base Annual Revenue (\$ _____ [I.B.]) /
(_____ [Cost-of-Service Factor]).....=\$ _____

1

¹ Enter gas and electric Incremental Base Annual Revenue amounts on Exhibit C.2., Section I.A.



GAS AND ELECTRIC FACILITIES TRANSFER AGREEMENT

REFERENCES

Order #: _____

SD #: _____

D&C #: _____

MLX #: _____

R/W #: _____

EXHIBIT C.2.

Economic Analysis and Payment Computations

	<u>GAS</u>	<u>ELECTRIC</u>
I. INVESTMENT AMOUNT AVAILABLE FOR TRANSFER		
A. PG&E's Supported Capital Investment.....	\$ _____	\$ _____
B. Less PG&E's Current Investment Costs (if any)	-	-
C. Investment Amount Available for Transfer (I.A. - I.B.).....	=\$ _____	=\$ _____
II. TRANSFEROR'S REFUNDABLE CASH PAYMENT		
A. Appraised Value of Transferor's Refundable Facilities (Exhibit A.) \$	_____	_____
B. Less Investment Amount Available for Transfer (I.C.).....	-	-
C. Less Contribution by Other Utilities (if any)	-	-
D. Unsupported Capital Contribution (II.A. - II.B. - II.C.).....	=	=
E. ITCC Contribution (II.D. x ITCC % for Gas and ITCC % for Electric).....	_____	_____
F. Cost-of-Ownership Fund Calculation		
Gas:		
(\$ _____ [II.D.] x _____ [Present Worth Factor] x		
_____ % [Monthly Cost-of-Ownership %] x 12).....	+	_____
Electric:		
(\$ _____ [II.D.] x _____ [Present Worth Factor] x		
_____ % [Monthly Cost-of-Ownership %] x 12).....	_____	_____
G. Total Refundable Cash Payment (II.E + II.F.).....	=\$ _____	=\$ _____
III. TRANSFEROR'S NON-REFUNDABLE CASH PAYMENT		
A. Removal Costs.....	\$ _____	\$ _____
B. Rearrangement Costs.....	+	_____
C. Inspection Fees.....	+	_____
D. ITCC ([III.A. + III.B. + III.C.] x ITCC %).....	+	_____
E. Value of Electric Distribution Trench.....	\$ _____	\$ _____
F. Value of Electric Distribution Conduit.....	+	_____
G. ITCC on Value of Electric Distribution Trench and Conduit		
(III.E. + III.F.) x Electric ITCC %.....	_____	_____
H. Total Non-Refundable Cash Payment		
(III.A. + III.B. + III.C. + III.D. + III.G.).....	=\$ _____	=\$ _____
IV. PAYMENT SUMMARY		
A. Investment Amount Available for Transfer (Lesser of I.C. or II.A.)\$	_____	_____
B. Less Refundable Cash Payment (II.G.).....	-	-
C. Less Non-Refundable Cash Payment (III.H.).....	-	-
V. TOTAL PAYMENT (IV.A. - IV.B. - IV.C. [Gas] + IV.A. - IV. B. - IV.C. [Electric]).....	\$ _____	\$ _____
(In Addition to Conveyance), (If Positive, PG&E Pays Transferor)		

¹ Enter gas and electric Incremental Base Annual Revenue amounts from Exhibit C.1., Section II.A. & II.B.



Pacific Gas and Electric Company
San Francisco, California
U 39

Revised
Cancelling Original

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

30756-G
24839-G

Gas Sample Form No. 62-3282
Request for Service

**Please Refer to Attached
Sample Form**

Advice Letter No: 3415-G
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed September 24, 2013
Effective October 24, 2013
Resolution No. _____

Issue Date: _____

By: _____

SA #: _____

: _____

REQUEST FOR SERVICE

(FOR USE ONLY WITH INTERIM SERVICE AGREEMENT)

The undersigned requests that gas and/or electric service be started at this service address:

House No. _____ Street _____ Apt. No. _____ City _____

Effective on (must allow three working days): _____

Month

Day

Year

Please note: Request will be worked within three working days of receipt by PG&E. Appointment date should be requested a minimum of three working days in advance and should not be scheduled for a Saturday, Sunday or holiday. Four-hour appointment time frames will be accommodated only if resources are available. If resources are unavailable on the date or time requested, appointments will be scheduled as an all day (8 a.m. to 8 p.m.) appointment.

In the event that the gas and/or electric commodity are physically off, access to the main breaker and/or gas appliances must be provided on the date of the appointment. Is there any reason PG&E would not be able to access our equipment or your gas appliances to complete this request (e.g., locked gate or dog)? ☐ Yes ☐ No

If Yes, please explain: _____

The following information is required to establish the above utility service: (Please Print)

Your Name: _____

First

Middle

Last

Mailing Address (if different from service address):

Telephone Numbers (include area code and extension):

Home _____ Business _____

Email Address:

Previous Address:

House No. _____ Street _____ Apt. No. _____ City _____

How Long? _____ Was PG&E service in your name? ☐ Yes ☐ No

If yes, has it been turned off? ☐ Yes ☐ No Approximate Date: _____

(Any outstanding balance will be included in your initial bill at the new service address.) Month _____ Day _____ Year _____

If no, do you want it turned off? ☐ Yes ☐ No _____

Month

Day

Year

Social Security Number: _____

(In order to start service it may be necessary to perform a credit check to determine whether or not security is required. If security is required, it will be included on your bill. If the Social Security Number is not provided, security will be required and also included on your bill.)

If applicable, name of spouse or domestic partner: _____

Please note: Copies of applicable rates and rules are available online at <http://www.pge.com/tariffs/>. You will receive rate information in the mail.

Please call our toll-free customer service number (800) 743-5000 if you would like to change your rate or customer information.

Signature of applicant(s): _____ Date: _____

FAX TO: 1-800-399-0213



Pacific Gas and Electric Company
San Francisco, California
U 39

Revised
Cancelling Revised

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

30757-G
21122-G

Gas Sample Form No. 62-3481
Medical Baseline Allowance Application

**Please Refer to Attached
Sample Form**

Advice Letter No: 3415-G
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed September 24, 2013
Effective October 24, 2013
Resolution No. _____



Medical Baseline Allowance Application

For Medical Baseline Enrollment and Re-Certification

STEP 1 Account and Customer Information (please print)

--	--	--	--	--	--	--	--	--	--

PG&E CUSTOMER ACCOUNT NO

CUSTOMER NAME (as it appears on PG&E bill)

MEDICAL BASELINE RESIDENT'S NAME (if different)

SERVICE ADDRESS

APT #

CITY

STATE

ZIP CODE

CUSTOMER MAILING ADDRESS (if different)

APT #

CITY

STATE

ZIP CODE

HOME PHONE #

WORK PHONE #

I understand that:

1. If the doctor certifies the resident's medical condition is permanent, PG&E will require completion of a form self-certifying continued resident's eligibility for Medical Baseline every two years.
2. If the doctor certifies the resident's medical condition is not permanent, PG&E will require completion of a form self-certifying continued resident's eligibility for Medical Baseline each year and completion of a new application with a doctor's certification every two years.
3. If the resident has a vision disability, I may contact PG&E to request special notification when either re-certification (to complete a new application with a doctor's certification) or self-certification forms are mailed.
4. PG&E cannot guarantee uninterrupted gas and electric service and I am responsible for making alternate arrangements in the event of a gas or electric outage.

STEP 2 For customers billed by someone other than PG&E

NAME OF MOBILE HOME OR APARTMENT COMPLEX

COMPLEX ADDRESS

COMPLEX MANAGER'S NAME

COMPLEX PHONE #

TENANT'S NAME

TENANT'S PHONE #

STEP 3 How would you prefer to be contacted in the event of a planned and/or unplanned outage?

Please check your PREFERRED method(s) for being contacted below and provide all of the relevant information next to your selection. (Select up to two methods). You will also continue to receive a letter by mail in certain outage situations.

PLANNED OUTAGE CONTACT PREFERENCE

- ☐ Call me by phone _____
- ☐ Contact me by TDD/TTY at phone _____
- ☐ Send me a text message at phone _____
- ☐ Send me an email at _____

UNPLANNED OUTAGE CONTACT PREFERENCE

- ☐ Call me by phone _____
- ☐ Contact me by TDD/TTY at phone _____
- ☐ Send me a text message at phone _____
- ☐ Send me an email at _____

STEP 4 Signature

I certify that the above information is correct. I also certify that the Medical Baseline resident lives full-time at this address, and requires or continues to require the Medical Baseline Allowance. I agree to allow PG&E to verify this information. I also agree to notify PG&E promptly if the qualified resident moves or Medical Baseline Allowance is no longer needed by the resident.

SIGN HERE

CUSTOMER SIGNATURE

DATE

The Standard Medical Baseline Allowance is 16,438 kWh of electricity and/or 0.82192 therms of natural gas per day, which is in addition to your daily standard Baseline Allocation. If this allowance does not meet your medical needs, please contact PG&E at 1-800-743-5000 to discuss additional amounts.

continued on back

STEP 5 To be completed by a licensed Medical Doctor (M.D.) or Doctor of Osteopathy (D.O.)

I certify that the medical condition and needs of my patient (please print):

LAST NAME

FIRST NAME

1. Requires use of a life-support device* (check one)

☐ Yes ☐ No

The following life-support device(s) is/are used in the above named patient's home:

Device: _____ ☐ Electricity ☐ Gas

Device: _____ ☐ Electricity ☐ Gas

Device: _____ ☐ Electricity ☐ Gas

*A qualifying life-support device is any medical device used to sustain life or is relied upon for mobility. This device must run on gas or electricity supplied by PG&E. It includes, but is not limited to, respirators (oxygen concentrators), iron lungs, hemodialysis machines, suction machines, electric nerve stimulators, pressure pads and pumps, aerosol tents, electrostatic and ultrasonic nebulizers, compressors, IPPB machines, kidney dialysis machines, and motorized wheelchairs. **Devices used for therapy rather than life-support do not qualify.**

2. Requires heating and cooling:

Standard Medical Baseline Allowances are available for heating and/or cooling if patient is Paraplegic, Quadriplegic, Hemiplegic, has Multiple Sclerosis or Scleroderma. Standard Medical Baseline Allowances are also available if patient has a compromised immune system, life threatening illness, or any other condition for which **additional heating or cooling is medically necessary to sustain the person's life or prevent deterioration of the person's medical condition.**

Requires Standard Medical Baseline Allowance for **heating**: (check one) ☐ Yes ☐ No

Requires Standard Medical Baseline Allowance for **cooling**: (check one) ☐ Yes ☐ No

3. I certify that the life support device(s) and/or additional heating or cooling will be required for approximately: (complete one)

☐ No. of Years _____ or ☐ Permanently

DOCTOR'S NAME

PHONE #

OFFICE ADDRESS

CITY

STATE

ZIP CODE

MD/DO CALIFORNIA STATE LICENSE OR MILITARY LICENSE NUMBER

SIGNATURE OF DOCTOR

DATE

Mail application to:

PG&E
Credit and Records Center
Medical Baseline
P.O. Box 8329
Stockton, CA 95208

UTILITY USE ONLY

Date Received: _____

Medical Baseline Allocation:

☐ Electric unit(s) ☐ Gas unit(s)

Recertification:

☐ Self-certify every 2 years

☐ Self-certify annually; Doctor's certification every 2 years



Solicitud de Extensión de la Tarifa Básica Asignada por Razones Médicas

Para inscribirse en dicha extensión y renovar la certificación

PASO 1 Información del cliente (por favor escriba en letra de imprenta)

--	--	--	--	--	--	--	--	--	--

NO. DE LA CUENTA DEL CLIENTE DE PG&E

NOMBRE DEL CLIENTE (como aparece en su factura de PG&E)

NOMBRE DEL CLIENTE al que se extiende la tarifa básica por razones médicas (si es diferente)

DIRECCIÓN DONDE SE PRESTA SERVICIO

NO. DEL DEPARTAMENTO

CIUDAD

ESTADO

CÓDIGO POSTAL

DIRECCIÓN POSTAL DEL CLIENTE (si es diferente)

NO. DEL DEPARTAMENTO

CIUDAD

ESTADO

CÓDIGO POSTAL

NO. DE TELÉFONO DEL HOGAR

NO. DE TELÉFONO DEL TRABAJO

Entiendo que:

1. Si el médico certifica que la condición médica del residente es permanente, PG&E requerirá que cada dos años se complete un formulario certificando que el residente aún reúne las condiciones para recibir la extensión de tarifa básica por razones médicas.
2. Si el médico certifica que la condición médica del residente no es permanente, PG&E requerirá que se complete un formulario cada año, certificando que el residente aún reúne las condiciones para recibir la extensión de tarifa básica por razones médicas y que cada dos años se complete una nueva solicitud con certificación del médico.
3. Si el residente tiene una incapacidad visual, me comunicaré con PG&E para solicitar el envío del formulario de renovación (completar una nueva solicitud con certificación del médico) o del formulario de auto certificación, en un formato especial.
4. PG&E no puede garantizar que el servicio de gas y electricidad no sea interrumpido, y es mi responsabilidad hacer planes alternativos en casos de interrupciones en el servicio de gas o electricidad.

PASO 4 Firma

Certifico que la información proporcionada es correcta. Certifico además que el residente al que se extiende la tarifa básica por razones médicas vive en esta dirección en forma permanente, y necesita o continua necesitando que se le extienda la tarifa básica. Doy permiso para que PG&E verifique esta información. **Me comprometo también a notificar inmediatamente a PG&E si el residente calificado se muda o ya no necesita la extensión de la tarifa básica por razones médicas.**

FIRME AQUÍ

FIRMA DEL CLIENTE

FECHA

La extensión estándar de la tarifa básica por razones médicas es de 16.438 kilovatios-hora de electricidad y/o 0.82192 termias de gas natural por día, lo cual es adicional a su cuota diaria. Si este subsidio no reúne sus necesidades médicas, por favor contáctese con PG&E llamando al 1-800-660-6789 para solicitar cantidades adicionales.

PASO 2 Para clientes facturados por otro que no sea PG&E

NOMBRE DEL CONJUNTO DE CASAS MÓVILES O DE APARTAMENTOS

DIRECCIÓN DEL CONJUNTO

NOMBRE DEL ADMINISTRADOR DEL COMPLEJO

NO. DE TELÉFONO DEL COMPLEJO

NOMBRE DEL INQUILINO

NO. DE TELÉFONO DEL INQUILINO

PASO 3 ¿Cómo prefiere ser contactado en caso de un apagón planeado y/o no planeado?

Por favor elija su(s) método(s) PREFERIDO(S) de contacto a continuación y provea toda la información de relevancia a un lado de su selección. (Seleccione hasta dos métodos). Usted también continuará recibiendo una carta por correo en ciertas situaciones de apagones.

PREFERENCIAS DE CONTACTO EN CASO DE INTERRUPCIONES DE SERVICIO PLANEADAS

- ☐ Llamarme por teléfono _____
- ☐ TDD/TTY: contactarme al teléfono _____
- ☐ Enviarme un texto al teléfono _____
- ☐ Enviarme un correo electrónico a _____

PREFERENCIAS DE CONTACTO EN CASO DE INTERRUPCIONES DE SERVICIO NO PLANEADAS

- ☐ Llamarme por teléfono _____
- ☐ TDD/TTY: contactarme al teléfono _____
- ☐ Enviarme un texto al teléfono _____
- ☐ Enviarme un correo electrónico a _____

continúa al dorso

PASO 5 Para ser completado por un médico licenciado (M.D.) o un médico osteópata (D.O.)

Certifico que por su condición médica y sus necesidades, mi paciente (por favor escriba en letra de imprenta):

APELLIDO

NOMBRE

1. Requiere el uso de un dispositivo de soporte vital* (marque uno)

☐ Sí ☐ No

Los siguientes dispositivos de soporte vital son utilizados en el hogar del paciente antedicho:

Dispositivo: _____ ☐ Electricidad ☐ Gas

Dispositivo: _____ ☐ Electricidad ☐ Gas

Dispositivo: _____ ☐ Electricidad ☐ Gas

*Un dispositivo de soporte vital calificado es cualquier dispositivo médico utilizado para mantener signos vitales o en el que se confía para desplazarse. Este dispositivo debe alimentarse a gas o electricidad, abastecida por PG&E. Esto incluye, pero no se limita a, respiradores (concentradores de oxígeno), pulmones de acero, aparatos de hemodiálisis, aparatos de succión, estimuladores nerviosos eléctricos, almohadillas y bombas de presión, tiendas para inhalación de aerosol, nebulizadores electrostáticos y ultrasónicos, compresores, respiradores con presión positiva intermitente (IPPB, por sus siglas en inglés), aparatos para diálisis renal, y sillas de ruedas motorizadas. **No clasifican los dispositivos que se empleen para terapia en lugar de soporte vital.**

2. Requiere calefacción y refrigeración:

Las extensiones estándar de tarifa básica por razones médicas se encuentran disponibles para calentar y/o enfriar si el paciente es parapléjico, cuadripléjico, hemipléjico, sufre de esclerosis múltiple, o esclerodermia. Estas extensiones también se encuentran disponibles para pacientes con sistemas inmunes comprometidos, enfermedades de riesgo mortal, o cualquier otra condición por la cual **calefacción o refrigeración adicional sea necesaria para mantener los signos vitales de una persona o evitar el deterioro de su condición médica.**

Necesita extensión estándar de la tarifa básica por razones médicas (**calefacción**): (marque uno) ☐ Sí ☐ No

Necesita extensión estándar de la tarifa básica por razones médicas (**refrigeración**) : (marque uno) ☐ Sí ☐ No

3. Certifico que los dispositivos de soporte vital y/o calefacción o refrigeración adicional serán necesarios aproximadamente: (complete uno)

☐ No. de años _____ o ☐ Permanente

NOMBRE DEL MÉDICO

NÚM. DE TELÉFONO

DIRECCIÓN DEL CONSULTORIO

CIUDAD

ESTADO

CÓDIGO POSTAL

NÚMERO DE LICENCIA DEL ESTADO DE CALIFORNIA (MD/DO) O DE LICENCIA MILITAR

FIRMA DEL MÉDICO

FECHA

Envíe la solicitud a:

PG&E
Credit and Records Center
Medical Baseline
P.O. Box 8329
Stockton, CA 95208

UTILITY USE ONLY

Date Received: _____

Medical Baseline Allocation:

☐ Electric unit(s) ☐ Gas unit(s)

Recertification:

☐ Self-certify every 2 years

☐ Self-certify annually; Doctor's certification every 2 years



醫療能源輔助計劃申請表

用於報名及重新確認

第一步 帳戶及客戶資訊 (請端正填寫)

--	--	--	--	--	--	--	--	--	--

PG&E帳戶號碼

客戶姓名 (帳單上的客戶姓名)

申請者姓名 (若不同的話)

住址 公寓單位 #

城市 州 郵區

客戶郵寄地址 (若不同的話) 公寓單位 #

城市 州 郵區

住家電話 # 工作電話 #

本人瞭解：

1. 如果醫生證明該居民的健康狀況是永久性的，PG&E要求申請者每兩年填寫一份表格，自我證明本人或該居民繼續有資格享用醫療能源輔助。
2. 如果醫生證明該居民的健康狀況是非永久性的，PG&E要求申請者每年填寫一份表格，自我證明本人或該居民繼續有資格享用醫療能源輔助，並且每兩年填寫一份有醫生證明的新申請表。
3. 如果該居民有視力障礙，本人可以跟PG&E聯絡，要求寄來特別格式的重新確認表格 (填寫有醫生證明的新申請表) 或自我確認表格。
4. PG&E不能保證天然氣及電力供應服務不中斷，本人負責在天然氣中斷時或停電情況下作出替代安排。

第二步 由PG&E以外人士開帳單的客

流動房屋或公寓大廈名稱

大廈地址

大廈負責人姓名 大廈電話 #

租客姓名 租客電話 #

第三步 遇上預知和/或未預計之天然氣中斷或停電，你想怎樣接得通知？

請於下方選擇你想我們聯絡你的方式，並於你的選擇旁提供所有相關資訊。(最多可選兩種方法)。某些天然氣中斷或停電情況，你仍將繼續接到郵件通知。

預知天然氣中斷或停電時希望得到通知的方式

- ☐ 打電話給我 _____
- ☐ 經TDD/TTY打電話聯絡我 _____
- ☐ 給我的電話發簡訊 _____
- ☐ 發電子郵件至 _____

未預計之天然氣中斷或停電希望得到通知的方式

- ☐ 打電話給我 _____
- ☐ 經TDD/TTY打電話聯絡我 _____
- ☐ 給我的電話發簡訊 _____
- ☐ 發電子郵件至 _____

第四步 簽名

本人證明以上資料正確無誤，並且證明申請醫療能源補助者全天住在該地址，仍需要醫療額外能源津貼。本人同意允許PG&E核實本資料。並且同意，如果合格的居民搬遷或該居民不再需要醫療額外能源津貼，立即通知PG&E。

於此處簽名

客戶簽名

日期

標準醫療能源額外津貼 每天16.438度電力及/或0.82192撒姆天然氣，這是你每天的標準底線配額之上的用量。如果該定量不能滿足你的醫療需要，請致電中文熱線1-800-893-9555跟PG&E聯絡，討論增加用量。

請於背面繼續

第五步 由持照醫生 (M.D.) 或整骨醫師 (D.O.) 填寫

本人證明下列病人的健康狀況及需要 (請端正填寫):

姓氏

名字

1. 需要使用生命維持設備* (選一個)

☐ 是 ☐ 否

上述病人的家裡使用下列生命維持設備:

設備: _____ ☐ 電力 ☐ 天然氣

設備: _____ ☐ 電力 ☐ 天然氣

設備: _____ ☐ 電力 ☐ 天然氣

*合資格的生命維持設備是指用於維持生命或依賴它來行動的任何醫療設備。該設備必須使用由PG&E供應的天然氣或電力。設備包括但不限於呼吸器(氧氣濃縮器)、鐵肺、血液透析機、抽吸機、電動神經刺激器、壓墊及壓泵、氣霧帷幕、靜電及超音波噴霧器、壓縮機、間歇正壓呼吸(IPPB)機、腎透析機及電動輪椅。用於物理治療而非維持生命的設備不合資格。

2. 需要暖氣及冷氣:

如果病人患有截癱、四肢麻痺、偏癱、多發性硬化症或硬皮病,可申請額外能源開動冷氣或暖氣。如果病人缺乏免疫系統、患有危害生命的疾病或任何其他狀況,在醫療上必須有額外的暖氣或冷氣來維持病人生命或防止病人健康狀況惡化,亦可享用此計劃。

需要額外暖氣:(選一個) ☐ 是 ☐ 否

需要額外冷氣:(選一個) ☐ 是 ☐ 否

3. 本人證明該生命維持設備及/或額外暖氣或冷气的需要時間大約是:(填寫一項)

☐ 年數 _____ 或 ☐ 永久

醫生姓名

電話號碼 #

醫務所地址

城市

州

郵區

MD/DO加州執照或軍隊執照號碼

醫生簽名

日期

將申請表寄到:

PG&E
Credit and Records Center
Medical Baseline
P.O. Box 8329
Stockton, CA 95208

UTILITY USE ONLY

Date Received: _____

Medical Baseline Allocation:

☐ Electric unit(s) ☐ Gas unit(s)

Recertification:

☐ Self-certify every 2 years

☐ Self-certify annually; Doctor's certification every 2 years



Pacific Gas and Electric Company
San Francisco, California
U 39

Revised
Cancelling Original

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

30758-G
13137-G

Gas Sample Form No. 62-4778
Cancellation of Contract

**Please Refer to Attached
Sample Form**

Advice Letter No: 3415-G
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed September 24, 2013
Effective October 24, 2013
Resolution No. _____



**Pacific Gas and
Electric Company®**

CANCELLATION OF CONTRACT

DISTRIBUTION:

- ☐ Customer
☐ Accounting
☐ Div. ES&E
☐ Other _____

REFERENCE:

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, and _____

do hereby mutually agree to cancel and do hereby cancel that certain contract entered
into between them under date of _____, _____, relating to
_____, located at

which cancellation shall be deemed effective as of _____, 20 _____.

Executed _____ day _____, _____

PACIFIC GAS AND ELECTRIC COMPANY

Customer

Authorized by (Signature)

Print Name

Title

Date

Mailing Address

Authorized by (Signature)

Print Name

Title

Date



Pacific Gas and Electric Company
San Francisco, California
U 39

Revised	Cal. P.U.C. Sheet No.	30759-G
Cancelling Revised	Cal. P.U.C. Sheet No.	24495-G

Gas Sample Form No. 79-753
Compressed Natural Gas Fueling Agreement

**Please Refer to Attached
Sample Form**

Advice Letter No: 3415-G
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed	September 24, 2013
Effective	October 24, 2013
Resolution No.	



COMPRESSED NATURAL GAS FUELING AGREEMENT

DISTRIBUTION

- ☐ Customer
- ☐ Gas Billing Solutions (Original)
- ☐ Division Billing Analyst
- ☐ Clean Air Transportation

REFERENCES

SA#: _____
Account#: _____
CAT Rep: _____
Clean Air Transportation
Contact # 1-800-684-4648

GENERAL

1. This Agreement, between Pacific Gas and Electric Company (PG&E), a California corporation, and _____ (Customer), a(n) _____, is for compressed natural gas (CNG) for fueling of motor vehicles.
2. Customer agrees to purchase and PG&E agrees to provide CNG pursuant to the terms of this Agreement and to experimental rate Schedule G-NGV2, or its successor.
3. Customer agrees to provide a written list of all vehicles, including make, model, year, and vehicle identification number, which will be using CNG. The Customer agrees to notify PG&E if any of the vehicles are taken out of service, no longer fueled by CNG, or other vehicles converted to use CNG.
4. This Agreement includes Exhibit A (Certificate of Instruction for Fueling Natural Gas Vehicles). All Exhibits are incorporated into and made a part of this Agreement. Exhibits may be amended from time-to-time in accordance with this Agreement. All applicable PG&E gas rules in effect at the time of execution and any amendments thereto during the term of this Agreement are incorporated in this Agreement by reference.
5. Both Customer and PG&E agree to abide by the terms of the above rate Schedule and its successor, as well as all effective rules in PG&E's gas tariffs.

FUELING LOCATION

6. PG&E will provide locations for fueling of Customer's vehicles. All fueling will be provided at designated PG&E fueling stations where excess capacity is available. Customer agrees to obey posted speed limits and to operate their vehicles in a safe manner at refueling locations.
7. Customer access time shall be mutually arranged.
8. Fueling will be accomplished using the fast-fill CNG dispensing system. Customer will be provided one (1) card key per vehicle which will be used to initiate fueling. Customer will be held responsible for the safe keeping of the card key and may be charged for replacement of said card key if it is lost or stolen. It shall be the responsibility of the Customer to notify PG&E immediately if said key card is lost or stolen.
9. Training certification will be required for each new account individual who may fuel a natural gas vehicle. Each operator shall be responsible for completing a Certificate of Instruction for Fueling Natural Gas Vehicles (Exhibit A) or for completing a comparable fueling-instruction session verified and approved by PG&E.

COMPRESSED NATURAL GAS FUELING AGREEMENT

BILLING

10. PG&E will bill customer at the applicable rate(s) set forth above for the total compressed natural gas service during the billing period. PG&E will send the Customer's monthly billing to the following address:

TERM AND TERMINATION

11. This Agreement shall become effective commencing the date the card key has been activated by PG&E. This Agreement shall continue on a month-to-month basis until terminated by either party upon thirty (30) days prior written notice.
12. PG&E reserves the right to immediately deactivate an assigned card key and terminate this Agreement as a result of a Customer's unsafe fueling and/or driving practices at a PG&E designated fueling station, or delinquent payment of bills for services rendered.

COMMUNICATIONS

13. Any communications concerning fueling card-key requests shall be in writing or in electronic form via an email or an internet message. Written communications can be delivered either by hand or by certified delivery to the appropriate address, as follows:

To the Customer: _____

Email Address: _____

To PG&E: _____

Email Address: _____

COMPRESSED NATURAL GAS FUELING AGREEMENT

14. Either party must designate by written notice any change of address to which formal communications should be sent. Formal communications shall be deemed effective when received.

LIABILITY

15. Customer accepts all risks related to the operation and fueling of Customer's motor vehicles at PG&E's CNG fueling station(s) and agrees to hold PG&E and its employees harmless from any and all damages resulting from ingress, egress, and fueling with CNG at any PG&E facility or any other damage or injury whether to persons or property as a result of or in direct relationship to the fueling of Customer motor vehicles with CNG, excepting only such damage or injury caused by the sole negligence or willful misconduct of PG&E.

RIGHTS TO DATA

16. PG&E has the right to collect, use, or distribute all vehicle performance data relating to the Customer's CNG vehicle operations.

ASSIGNMENT

17. This Agreement may not be assigned by either party without the written consent of the other. If this Agreement is assigned, it shall be binding on the party to which it is assigned. Assignment of this Agreement shall not release the assigning party from any of its obligations under this Agreement unless such a release is agreed to in writing by the other party and the assuming party.

EXCLUSIVE NATURE AND INTERPRETATIONS

18. This Agreement does not change the obligations, restrictions or rights contained in other agreements between the parties unless expressly indicated in this Agreement. Customer and PG&E agree that all understandings between them regarding this Agreement are set forth or referenced in this Agreement. No agreements, representations, memoranda, or other forms of communication, written or oral, exchanged before the signing of this Agreement, shall be grounds for altering or interpreting the terms of this Agreement.
19. This Agreement shall be interpreted under the laws of the State of California, excluding any choice of law rules which may direct the application of the laws of another jurisdiction. This Agreement and the obligations of the two parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities).

COMPRESSED NATURAL GAS FUELING AGREEMENT

REGULATORY

20. This Agreement shall at all times be subject to any changes or modification the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction. Such changes or modifications may be to this Agreement or to PG&E's applicable tariff schedules. PG&E shall notify the Customer of any such changes or modifications which may affect Customer's obligations under this Agreement.

PACIFIC GAS AND ELECTRIC COMPANY

(Customer)

(Signature)

(Type/Print Name)

(Title)

(Federal Tax ID/CA Drivers License No.)

(Date)

(Signature)

(Type/Print Name)

(Title)

(Date)

Incorporated Attachments: Exhibit A - Certificate of Instruction Form for Natural Gas Fueling

Illustrative Attachments: Rate Schedule G-NGV2



Pacific Gas and Electric Company
San Francisco, California
U 39

Revised
Cancelling Revised

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

30760-G
23411-G

Gas Sample Form No. 79-755

Agreement for Transportation of Natural Gas for Compression as a Motor-Vehicle
Fuel

(T)

**Please Refer to Attached
Sample Form**

Advice Letter No: 3415-G
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed September 24, 2013
Effective October 24, 2013
Resolution No. _____



AGREEMENT FOR TRANSPORTATION OF NATURAL GAS FOR COMPRESSION AS A MOTOR-VEHICLE FUEL

DISTRIBUTION

- ☐ Customer
- ☐ Gas Billing Solutions (Original)
- ☐ Division Billing Analyst
- ☐ Clean Air Transportation

REFERENCES

SA#: _____
Account#: _____
CAT Rep: _____
Rep Phone # _____

GENERAL

1. This Agreement, between Pacific Gas and Electric Company (PG&E), a California corporation, and _____ (Customer), a(n) _____ is for natural gas service for compression for use as a motor-vehicle fuel at Customer's premises located at: _____ (street, city, state, and zip code)
2. Customer agrees to purchase and PG&E agrees to provide natural gas service pursuant to the terms of this Agreement and to experimental-rate Schedule G-NGV1, or its successor.
3. This Agreement includes, where applicable, Exhibit A (Rate Schedule G-NGV1 Customer Communications). The Exhibit is incorporated into and made a part of this Agreement. The Exhibit may be amended from time to time in accordance with this Agreement. Attached to this Agreement, for illustrative purposes, are all applicable PG&E gas rules and rate schedules in effect at the time of this Agreement execution.
4. Both Customer and PG&E agree to abide by the terms of the above rate Schedule and its successor, as well as all effective rules in PG&E's gas tariff schedules.

FACILITIES

5. PG&E shall not be obligated to furnish facilities in addition to standard metering and pressure regulating equipment to provide service under rate Schedule G-NGV1. Where additional facilities are required, they will be treated as special facilities in accordance with PG&E's gas Rule 2, Description of Service.
6. Delivery of natural gas shall be at the point where pipes owned, leased or under license by Customer contact PG&E's pipes.

BILLING

7. PG&E will bill customer at the applicable rate(s) set forth above for the total natural gas service during the billing period.
8. PG&E will send the Customer's bill to the address specified in Exhibit A. After service has been initiated, the billing addresses may be modified by calling PG&E's Clean Air Transportation (CAT) Hotline at 1-800-684-4648.

AGREEMENT FOR TRANSPORTATION OF NATURAL GAS FOR COMPRESSION AS A MOTOR-VEHICLE FUEL

TERM AND TERMINATION

9. The initial term of this Agreement shall be 12 months commencing on the day PG&E's gas meter is installed. This Agreement shall continue on a month-to-month basis until terminated by either party upon thirty (30) days prior written notice.

COMMUNICATIONS

10. Any communications or modifications concerning Exhibit A, shall be in writing or in electronic form via an E-mail or an Internet message with the exception that billing address changes must be made by calling PG&E Clean Air Transportation (CAT) Hotline at 1-800-684-4648. Formal communications are to be as specified in Exhibit A, and deemed effective when received.

RIGHTS TO DATA

11. PG&E has the right to collect, use, or distribute all vehicle performance data relating to the Customer's compressed natural gas (CNG) vehicle operations.

ASSIGNMENT

12. This Agreement may not be assigned by either party without the written consent of the other. If this Agreement is assigned, it shall be binding on the party to which it is assigned. Assignment of this Agreement shall not release the assigning party from any of its obligations under this Agreement unless such a release is agreed to in writing by the other party and the assuming party.

EXCLUSIVE NATURE AND INTERPRETATIONS

13. This Agreement does not change the obligations, restrictions or rights contained in other agreements between the parties unless expressly indicated in this Agreement. Customer and PG&E agree that all understandings between them regarding this Agreement are set forth or referenced in this Agreement. No agreements, representations, memoranda, or other forms of communication, written or oral, exchanged before the signing of this Agreement, shall be grounds for altering or interpreting the terms of this Agreement.
14. This Agreement shall be interpreted under the laws of the State of California, excluding any choice of law rules which may direct the application of the laws of another jurisdiction. This Agreement and the obligations of the two parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities).



AGREEMENT FOR TRANSPORTATION OF NATURAL GAS FOR COMPRESSION AS A MOTOR-VEHICLE FUEL

REGULATORY

15. This Agreement shall at all times be subject to any changes or modifications the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction. Such changes or modifications may be to this Agreement or to PG&E's applicable tariff schedules. PG&E shall notify the Customer of any such changes or modifications which may affect Customer's obligations under this Agreement.

PACIFIC GAS AND ELECTRIC COMPANY

(Customer)

(Signature)

(Type/Print Name)

(Title)

(Date)

(Signature)

(Type/Print Name)

(Title)

(Date)

Incorporated Attachment: Exhibit A – Rate Schedule G-NGV1 Customer Communications

Illustrative Attachments: Rate Schedule G-NGV1; Gas Rules 2, 14



AGREEMENT FOR TRANSPORTATION OF NATURAL GAS FOR COMPRESSION AS A MOTOR-VEHICLE FUEL

Pacific Gas and Electric Company

EXHIBIT A

RATE SCHEDULE G-NGV1 CUSTOMER COMMUNICATIONS

CUSTOMER NAME: _____

SERVICE ADDRESS: _____

DIRECTIONS: Any of the names or addresses listed below may be changed upon receipt of written notification from Customer with the exception that billing address changes may be made by PG&E at 1-800-743-5000. Customer can only designate on "customer formal communications" address.

CUSTOMER FORMAL COMMUNICATIONS:

CUSTOMER NAME: _____

MAILING ADDRESS: _____

CITY/STATE/COUNTY: _____ ZIP CODE: _____

CONTACT: _____

PHONE NO.: () - _____

ALTERNATE NO.: () - _____ FACSIMILE NO.: () - _____

ELECTRONIC MAIL ADDRESS: _____

CUSTOMER BILLING ADDRESS:

CUSTOMER NAME: _____

MAILING ADDRESS: _____

CITY/STATE/COUNTY: _____ ZIP CODE: _____

CONTACT: _____

PHONE NO.: () - _____

ALTERNATE NO.: () - _____ FACSIMILE NO.: () - _____

ELECTRONIC MAIL ADDRESS: _____

PG&E FORMAL COMMUNICATIONS:

PG&E CONTACT: _____

AREA: _____

MAILING ADDRESS: _____

CITY/STATE/COUNTY: _____ ZIP CODE: _____

ATTENTION: _____

PHONE NO.: () - _____ FACSIMILE NO.: () - _____

ELECTRONIC MAIL ADDRESS: _____



Pacific Gas and Electric Company
San Francisco, California
U 39

Revised
Cancelling Revised

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

30761-G
18294-G

Gas Sample Form No. 79-861
Electronic Data Interchange (EDI) - Trading Partner Agreement

(T)

**Please Refer to Attached
Sample Form**

Advice Letter No: 3415-G
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed September 24, 2013
Effective October 24, 2013
Resolution No. _____

- ☐ Customer (Original)
☐ Division (Original)
☐ Customer Billing (Copy)

ELECTRONIC DATA INTERCHANGE (EDI) – TRADING PARTNER AGREEMENT

THIS ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT (the "Agreement") is made as of _____, 20____ by and between _____, a _____ ("Trade Partner"), and Pacific Gas and Electric Company ("PG&E"), a California Corporation.

RECITALS

Trade Partner and PG&E desire to participate in the electronic transmittal and receipt data in agreed formats in substitution for conventional paper-based documents and to ensure such transactions are not legally invalid or unenforceable as a result of the use of available electronic technologies for the mutual benefits of the parties.

NOW THEREFORE, the parties, intending to be legally bound agree as follows:

1. Section 1 - Prerequisites

- 1.1. **Documents Standards:** Each party shall electronically transmit to or receive from the other party each of the transaction sets listed in the Appendix (collectively "Documents"), Documents include billings for utility service and payments which are (1) the electronically transmitted information delivered to Trade Partner from PG&E or to PG&E from Trade Partner, and (2) the non-electronically transmitted utility billings and payments transmitted during testing periods or equipment failures. All Documents shall be transmitted in accordance with the standards set forth in the Appendix.
- 1.2. **Scope of the Agreement** This Agreement shall govern and apply to all Documents and information related to transactions electronically transmitted from either party to the other.
- 1.3. **Third-Party Service Providers**
 - 1.3.1. Documents will be transmitted electronically to each party either directly or through any third-party service provider ("Provider") with which either party may contract on its own behalf. Either party may modify its election to use, not use or change its Provider upon thirty (30) days prior written notice.
 - 1.3.2. Each party shall be responsible for the costs and performance of any Provider with which it contracts, unless otherwise set forth in the Appendix.
- 1.4. **System Operations** Each party, at its own expense, shall provide and maintain the equipment, software, services and testing necessary to effectively and reliably transmit and receive Documents.
- 1.5. **Security Procedures** Each party shall properly use those security procedures, including those specified in the Appendix, if any, which are reasonably sufficient to ensure that all transmissions of Documents are authorized and to protect its business records and data from improper access.
- 1.6. **Signatures** Each party shall adopt as its signature an electronic identification consisting of symbol(s) or code(s), which are affixed to or contained in each Document transmitted by such party ("Signatures"). Each party agrees that any Signature of such party affixed to or contained in any transmitted Document shall be sufficient to verify such party originated such Document. Neither party shall disclose to any unauthorized person the Signatures of the other party.

ELECTRONIC DATA INTERCHANGE (EDI) – TRADING PARTNER AGREEMENT

2. Section 2 - Transmissions

- 2.1. **Proper Receipt** Documents shall not be deemed to have been properly received, and no Document shall give rise to any obligation, until accessible to the receiving party. Notwithstanding anything contained in this Agreement, electronic transfers by Trade Partner of funds denominated in U.S. currency to pay its PG&E billings for utility service will be credited against its utility bills when received by PG&E as provided in the Agreement.
- 2.2. **Verification** Upon proper receipt of any Document or any information related to the transaction, the receiving party shall properly transmit a functional acknowledgment in return within twenty-four (24) hours of receipt of any Document or any information related to the transaction, unless otherwise specified in the Appendix. A functional acknowledgment shall constitute conclusive evidence a Document has been properly received, A functional acknowledgment is not an acceptance or a status report.
- 2.3. **Acceptance** If acceptance of a Document is required by the Appendix, any such Document which has been properly received shall not give rise to any obligation unless and until the party initially transmitting such Document has properly received in return an Acceptance Document (as specified in the Appendix).
- 2.4. **Garbled Transmissions** If any properly transmitted Document is received in an unintelligible or garbled form the receiving party shall promptly notify the originating party (if identifiable from the received Document) in a reasonable manner. In the absence of such a notice, the originating party's records of the contents of such Document shall control, unless the identity of the originating party cannot be determined from the receiving Document.

3. Section 3 - Transaction Terms

- 3.1. **Terms and Conditions** This Agreement is to be considered part of any other written agreement incorporating it or referenced in the Appendix. Any transaction made pursuant to this Agreement and (any related communication) shall also be subject to the terms and conditions included in PG&E's applicable tariffs that may be approved by the CPUC from time to time. The parties acknowledge that the terms and conditions set forth in the tariffs may be inconsistent, or in conflict, but agree that any conflict or dispute that arises between the parties in connection with any such transaction will be resolved as if such transaction had been effected through application of the tariffs.
- 3.2. **Confidentiality** Documents and other communications related to transactions under the Agreement shall maintain the same confidential or non-confidential status (whichever is applicable) as they would have in the form of paper records.
- 3.3. **Validity, Enforceability**
- 3.3.1. This Agreement has been executed by the parties to evidence their mutual intent to create binding purchase and sale obligations pursuant to the electronic transmission and receipt of Documents specifying certain of the applicable terms.
- 3.3.2. The parties agree that correspondence and documents electronically transmitted pursuant to this Agreement shall be construed to be in conformance with all customer billing requirements set forth in PG&E's tariffs as approved by the California Public Utilities Commission (CPUC) for all purposes. Notwithstanding anything contained in Sections 2.1 or 2.3 herein, utility bills are due and payable as soon as PG&E initiates transmission to Trade Partner and will be considered past due If not paid within fifteen (15) days for non-residential accounts and nineteen (19) days for residential accounts after the date PG&E initiates the transmission. The Trade Partner will be governed by the payment requirements specified in PG&E's Gas and Electric Rules 8 and 11 and Gas Rule 23 (where applicable).

ELECTRONIC DATA INTERCHANGE (EDI) – TRADING PARTNER AGREEMENT

3.3.3. Any Document and any information related to the transaction properly transmitted pursuant to this Agreement shall be considered in connection with any transaction, any other written agreement described in Section 3.1, or this Agreement, to be a "writing" or "in writing" and any such Document when containing, or to which there is affixed, a Signature ("Signed Documents") shall be deemed for all purposes to have been "signed" and to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business.

3.3.4. The conduct of the parties pursuant to this Agreement including the use of Signed Documents properly transmitted pursuant to this Agreement shall, for all legal purposes, evidence a course of performance accepted by the parties in furtherance of this Agreement and any other agreement described in Section 3.1.

3.3.5. The parties agree not to contest the validity or enforceability of Signed Documents under the provisions of any applicable law relating to whether certain agreements are in writing and signed by the party to be bound thereby. Signed Documents, if introduced as evidence on paper in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Signed Documents under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Signed Documents were not originated or maintained in documentary form.

4. Section 4 - Miscellaneous

- 4.1. **Headings** Headings or titles of the provisions hereof are for convenience only and shall have no effect on the provisions of this Agreement.
- 4.2. **Termination** This Agreement shall remain in effect until terminated by either party with not less than thirty (30) days prior written notice, which notice shall specify the effective date of termination; provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under any Documents or otherwise under this Agreement prior to the effective date of termination.
- 4.3. **Severability** Any provision of this Agreement which is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.
- 4.4. **Entire Agreement** This Agreement and the Appendix constitute the complete agreement of the parties relating to the matters specified in this Agreement and supersede all prior representations or agreements, whether oral or written, with respect to such matters. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either party. No obligation to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon, the parties and their respective successors and assigns.
- 4.5. **Assignment** This Agreement or any rights or obligations hereunder, shall not be assigned by either party without the express written approval of the other party. Any assignment made without such consent shall be null and void. Performance of the Trade Partner's obligation under any transaction or billings for utility service may not be assigned by the *Trade Partner* without PG&E's express written approval: provided that such assignment shall not relieve the Trade Partner of any of its obligations under this Agreement. Any assignment which does not comply with the provisions of this section 4.5 shall be null and void.



ELECTRONIC DATA INTERCHANGE (EDI) – TRADING PARTNER AGREEMENT

- 4.6. **Conflict of Interests/Business Ethics** Trade Partner shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with PG&E's interest. Trade Partner or its employees shall not offer or cause to be offered gifts, entertainment, payments, loans or other services, benefits or consideration of more than a nominal value to PG&E's employees, their families, vendors, subcontractors or other third parties. Trade Partner shall immediately notify PG&E of any and all violations of this clause upon becoming aware of such violation.
- 4.7. **Non-Waiver** The waiver by either party of any breach of any term, covenant or condition contained in this Agreement or in a utility service billing, or any default in the payment of any obligation of any utility service billing rendered to the Trade Partner pursuant to this Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition or obligation. Nor shall any waiver of any incident of breach or default in payment constitute a continuing waiver of the same.
- 4.8. **Governing Law and Tariffs** This agreement shall be governed by and interpreted in accordance with the laws of the State of California and PG&E's tariffs filed with the California Public Utilities Commission (CPUC). This Agreement shall at all times be subject to any changes or modifications by the CPUC as said Commission may, from time to time, direct in the exercise of its jurisdiction.
- 4.9. **Force Majeure** No party shall be liable for any failure to perform its obligations in connection with any transaction or any Document, where such failure results from any act of God or other cause beyond such party's reasonable control (including, without limitation, any mechanical, electronic or communications failure) which prevents such party from transmitting or receiving any Documents.
- 4.10. **EXCLUSION OF DAMAGES** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING FROM OR AS A RESULT OF ANY DELAY, OMISSION, OR ERROR IN THE ELECTRONIC TRANSMISSION OR RECEIPT OF ANY DOCUMENTS PURSUANT TO THIS AGREEMENT. EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 4.11. **Notices**
- 4.11.1. **Transmittal of Notices of Discontinuance of Service for Nonpayment.** If Trade Partner's account becomes past due, notice of discontinuance of service for non-payment shall be given by mailing conventional CPUC-approved paper-based documents to the Trade Partner at the address specified herein via U.S. Mail, First Class, with postage prepaid.
- If Trade Partner is an authorized Core Transportation Agent (CTA) providing aggregation service under PG&E's Gas Rule 23, a copy of the notice of discontinuance of service for non-payment sent to Trade Partner will also be given to each customer in the Trade Partner's Core Transportation Group by mailing conventional CPUC-approved paper-based documents via U.S. Mail, First Class, with postage prepaid.
- 4.11.2. **Transmittal of CPUC-Required Notices to Trade Partner.** One copy of each notice PG&E is required to provide to the Trade Partner under applicable CPUC tariffs, rules, regulations or decisions, shall be mailed to the Trade Partner at the address specified herein via U.S. Mail, First Class, with postage prepaid.
- If Trade Partner is an authorized Core Transportation Agent (CTA) providing aggregation service under PG&E's Gas Rule 23, a copy of each notice PG&E is required to provide to individual customers in the Trade Partner's Core



ELECTRONIC DATA INTERCHANGE (EDI) – TRADING PARTNER AGREEMENT

Transportation Group under applicable CPUC tariffs, rules, regulations, or decisions, shall be mailed directly by PG&E to each customer via U.S. Mail, First Class, with postage prepaid.

- 4.11.3. Transmittal of All Other Notices. All other notices given herein shall be in writing and shall be given by certified, registered or first class mail or special delivery, postage prepaid, to the persons specified below:

PG and E: _____

Trade Partner: _____

5. Execution

PACIFIC GAS AND ELECTRIC COMPANY

(Trade Partner)

(Signature)

(Print Name)

(Title)

(Date)

(Signature)

(Print Name)

(Title)

(Date)

Appendix



ELECTRONIC DATA INTERCHANGE (EDI) – TRADING PARTNER AGREEMENT

APPENDIX

STANDARDS. The Trade Partner and PG&E agree that the American National Standards Institute (ANSI) Business Data interchange Standards (currently ANSI X12) shall be the standards for the exchange of EDI transmissions between the parties.

Non-electronically transmitted documents will be sent by certified, registered or first class mail or special delivery, postage prepaid.

DOCUMENTS. Documents include, but are not limited to, the following transaction(s):

Transaction Set Number	Document Name or Description
-	
-	
-	
-	

GUIDELINES

Maintenance of Document Log. Each of the parties agrees to maintain a complete document log of all communications sent and received to and from the other party without any modification. Documents contained in such document logs shall be retrievable in readable form. Each party shall store said document log for a period of four years and shall make it available to the other party upon request.

THIRD PARTY SERVICE PROVIDERS

Trade Partner:

Name	Address	Telephone No.
------	---------	---------------

Pacific Gas and Electric Company:

Name	Address	Telephone No.
------	---------	---------------

ALLOCATION OF PROVIDER COSTS Each party shall, at its own expense, arrange with a third party "value added network" (VAN) for an electronic mailbox (mailbox) to which documents can be transmitted by the other party. The parties may change their VAN and mailbox upon 30 days prior written notice to the other party. Trade Partner and PG&E agree that each party will pay its respective costs for their mailbox, the services of a VAN and any other fees, charges, or costs relating to each party's respective use of EDI and the transmission of documents to the other party's mailbox. In the event that either party terminates this Agreement or ceases to use EDI, such party shall not become responsible as a result of such termination or otherwise for the other party's expenses relating to the use of EDI.

ELECTRONIC DATA INTERCHANGE (EDI) – TRADING PARTNER AGREEMENT

APPENDIX

SECURITY PROCEDURES Each party shall properly use such security procedures, including any specified below and incorporated hereto by this reference, as are reasonably necessary to insure that all transmissions of documents are authorized and to protect business records and data from improper access by third parties

EXISTING AGREEMENTS

TERMS AND CONDITIONS FOR TESTING PERIOD. To facilitate the process of evaluating the feasibility of the EDI service, Trade Partner and PG&E may enter into a test of the EDI service.

By entering into a test, PG&E and Trade Partner agree to the following:

1. **Test Period:** The test period will be for a period of one hundred eighty (180) days or less and will commence with the date of the initial transmission of documents from PG&E to the Trade Partner's electronic mailbox.
2. **Test Accounts:** Trade Partner agrees to convert six (6) to twenty (20) of their PG&E customer accounts for the purpose of this test. Trade Partner understands and agrees that this conversion could necessitate the removal of these accounts from other optional billing or payment programs offered by PG&E.
3. **Transaction Sets** Each party agrees to send and receive test documents using the transaction sets listed in the "Documents" section of this Appendix.
4. **Personnel Services** PG&E will provide, without charge, a maximum of sixteen (16) hours of assistance to the Trade Partner's designated EDI technical support staff. Upon Trade Partner's request, PG&E is willing to provide additional assistance beyond the initial sixteen (16) hours, at the rate of \$_____per hour. Trade Partner will be billed monthly for services rendered hereunder. Each invoice will be payable upon receipt.
5. **Termination** The test may be terminated by either party at any time by giving written notification to the person(s) listed in Section 4.11.3 of this agreement and will be effective upon receipt.



Pacific Gas and Electric Company
San Francisco, California
U 39

Revised
Cancelling Original

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

30762-G
13639-G

Gas Sample Form No. 79-936
Deed of Conveyance

**Please Refer to Attached
Sample Form**

Advice Letter No: 3415-G
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed September 24, 2013
Effective October 24, 2013
Resolution No. _____



DEED OF CONVEYANCE

DISTRIBUTION

- ☐ Grantor
☐ PG&E Land
☐ PG&E Division
☐ _____

REFERENCES

PM#: _____
BD#: _____
SA#: _____

_____, (Grantor or Grantors),
does hereby grant, bargain, sell and convey to **PACIFIC GAS AND ELECTRIC COMPANY** (PG&E), a
California Corporation, its successors and assigns, free and clear of all liens and encumbrances, those
certain _____ facilities
(Gas/Electric, O.H./U.G. Transmission/Distribution/Communication)
now installed on or adjacent to Grantor's premises located at _____
_____, County of
_____, State of California, together with all necessary rights-
of-way and easements therefor, in the locations shown and delineated upon the sketch attached hereto
and made a part hereof and particularly described thereon.

Grantor(s) agrees to execute such other documents as PG&E may require to enable it to record the
rights-of-way and easements above granted.

This Deed of Conveyance shall be governed by and construed in accordance with the laws of the State
of California.

IN WITNESS WHEREOF, Grantor(s) have executed this Deed of Conveyance this _____ day
of _____, 20____.

PACIFIC GAS AND ELECTRIC COMPANY

Grantor

Authorized by (Print)

Signature

Title

Date

Authorized by (Print)

Signature

Title

Date



Pacific Gas and Electric Company
San Francisco, California
U 39

Revised
Cancelling Revised

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

30763-G
30029-G

Gas Sample Form No. 79-1018
Residential Rule 16 Electric/Gas Single Service Extensions

**Please Refer to Attached
Sample Form**

Advice Letter No: 3415-G
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed September 24, 2013
Effective October 24, 2013
Resolution No. _____



RESIDENTIAL RULE 16 ELECTRIC / GAS SINGLE SERVICE EXTENSIONS

Description of costs associated with new residential gas and/or electric service

Date

Name

Address

City/State/ZIP

Re: Project Name, Address

Dear Applicant:

This letter describes the costs for new residential gas and/or electric service at the above address. PG&E will provide the service under the provisions of PG&E's Gas and/or Electric Rule 16, as authorized by the California Public Utilities Commission (CPUC), which rule(s) is incorporated by reference. A copy of Rule 16 can be obtained at www.pge.com/tariffs or by contacting me at the number shown on the second page. PG&E's total estimated job costs are shown on the cost summary, also on the second page.

Enclosed is a CPUC-required form, "Statement of Applicant's Contract Anticipated Costs," (SACAC), which identifies PG&E's cost for the refundable service work that is PG&E's responsibility to install on your job. PG&E's costs were developed based on your choices within the application and may change if you change your choices. Under PG&E's Gas and/or Electric Rule 16, you, the Applicant, have a choice: you can do the work, hire a qualified contractor to perform the work or hire PG&E to do the work. You must return the completed SACAC form to me regardless of who does the work.

- If you want to do this work yourself, or to have a qualified contractor do this work, please enter your estimated costs in the section of the SACAC form entitled "Applicant Costs," sign it, return it to PG&E, and PG&E will send you a contract by return mail.
- If you want to do this work yourself or have a qualified contractor do it, and you do not want to give PG&E your estimated costs, please check the box in the section entitled "Applicant's Election Not To Provide Costs," sign, return the SACAC form, and PG&E will send you a contract by return mail.
- If you want PG&E to do this work, check the section "Applicant's Election Not To Provide Costs," sign and return the SACAC form along with a check for \$_____ to me at the address shown on the second page. PG&E's costs are valid for 90 days from the date of this letter. If payment is not received within this period,⁽¹⁾ PG&E reserves the right to revise the cost. This letter will be our contract. PG&E will schedule construction upon receipt of payment. Confirmation will be required from the governmental entity with inspection authority that your facilities have been installed and inspected in accordance with applicable laws, and are safe to energize/pressurize.

Also, under the Applicant Design Option provision of PG&E's Gas and/or Electric Rules 15 and 16, you have a choice to design that portion of the new service extension normally designed by PG&E. Should you select this option your Design Credit for this job is \$_____. PG&E's Applicant Design guidelines are available upon request. Please email or contact me confirming your choice.

PG&E cannot proceed with any work on your application until you sign and return the Statement of Applicant's Contract Anticipated Cost form.

¹ This contract shall at all times be subject to such changes or modifications by the CPUC as it may from time to time direct in the exercise of its jurisdiction.

** Income Tax Component of Contribution (ITCC) applies to the value of all facilities deeded to PG&E.



RESIDENTIAL RULE 16 ELECTRIC / GAS SINGLE SERVICE EXTENSIONS

	Electric	Gas	Total
PG&E's Estimated Costs for:			
♦ Engineering / Administrative, Plus PG&E performed Service Tie-in and Meter Installation	\$ _____	\$ _____	\$ _____
♦ Service Facility Installation Cost as identified on the enclosed SACAC form	\$ _____	\$ _____	\$ _____
Sub Total:			
(Total Service Costs subject to Allowance)	\$ _____	\$ _____	\$ _____
Less Residential Allowance:	\$ _____	\$ _____	\$ _____
Excess Residential Service charge:	\$ _____	\$ _____	\$ _____
Inspection fee(s) – PG&E Only	\$ _____	\$ _____	\$ _____
Value of franchise Trenching, Conduit and Substructures	\$ _____	\$ _____	\$ _____
Other Non-Refundable Charges:	\$ _____	\$ _____	\$ _____
Sub Total:	\$ _____	\$ _____	\$ _____
ITCC (Tax)**:	\$ _____	\$ _____	\$ _____
Other Costs not subject to ITCC:	\$ _____	\$ _____	\$ _____
D.04-05-055 Line Extension Costs – Residential:	\$ _____	\$ _____	\$ _____
Less Value of Franchise Trenching, Conduit and Substructures by Applicant:	\$ _____	\$ _____	\$ _____
Sub Total:	\$ _____	\$ _____	\$ _____
Less Engineering Deposit:	\$ _____	\$ _____	\$ _____
Total Non-Refundable Payment:			\$ _____

If you have any questions, contact me at (____) _____ - _____ or by email at _____@pge.com.

Sincerely,

PG&E Representative
New Business Project Coordinator
PACIFIC GAS AND ELECTRIC COMPANY
Mailing Address

** Income Tax Component of Contribution (ITCC) applies to the value of all facilities deeded to PG&E.



Pacific Gas and Electric Company
San Francisco, California
U 39

Cancelling	Revised	Cal. P.U.C. Sheet No.	30764-G
	Revised	Cal. P.U.C. Sheet No.	24081-G

Gas Sample Form No. 79-1039
Rate Schedule Selection Customer Agreement

**Please Refer to Attached
Sample Form**

Advice Letter No: 3415-G
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed	September 24, 2013
Effective	October 24, 2013
Resolution No.	

PG&E Rep: _____

LAN ID: _____

Phone #: _____

Date Received: _____

RATE SCHEDULE SELECTION CUSTOMER AGREEMENT

I wish to be billed under the optional rate schedule(s) as listed. I agree to the terms and conditions as described in the rate schedule tariff and as follows:

- I hereby grant to PG&E, its employees, agents or contractors, reasonable access at reasonable times to install, remove, repair and inspect the metering equipment.
- I understand that I can only change my rate schedule in accordance with Electric Rule 12.
- The chosen rate schedule will commence on the next regular meter reading date or meter installation or reprogramming date following PG&E's receipt of Rate Schedule Selection Customer Agreement.

STEP 1: SELECT YOUR DESIRED RATE SCHEDULE

Please provide information for each Service Agreement and meter for which you are seeking a rate change (see sample on page 2 for assistance). Descriptions of rate options and tariffs can be found at www.pge.com/rateoptions and www.pge.com/tariffs. Information about rate options and copies of rate schedule tariffs are also available upon request by calling 1-800-743-5000.

Rate Selection

- For Gas Rate Selection Complete Shaded Area Only
- For Electric Rate Selection Complete All Applicable Area

				Peak Day Pricing (PDP) Program Options							
				AG Only		Select Capacity Reservation Level		Select Event Duration		Select Event Frequency	
Service Agreement (Service ID#)	Meter #	Desired Rate	Business Description	Single Motor HP	Multi-Motor HP	Elect kW Value	Default	12 pm to 6 pm	2 pm to 6 pm	Unlimited	Alternate

STEP 2: SIGN BELOW AND PROVIDE REQUIRED CONTACT INFORMATION

I am requesting the above rate schedule selection(s) and agree to the terms and conditions as outlined in Page 1 of this agreement and in the tariffs.

Customer or Authorized Agent:

(Signature)

(Print Name)

(Title)

(Date)

(Telephone Number)

(Name on Account)

(Mailing Street Address)

(Mailing City, State, ZIP)

STEP 3: MAIL COMPLETED FORM TO PG&E

Please return signed form to: PG&E – Rate Change, Records Dept., 8110 Lorraine Ave, Stockton, CA 95210-4239

RATE SCHEDULE SELECTION CUSTOMER AGREEMENT

SAMPLE RATE SELECTION – FOR REFERENCE ONLY

						Peak Day Pricing (PDP) Program Options					
				AG Only ³		Select Capacity Reservation Level ⁴		Select Event Duration ⁵		Select Event Frequency ⁶	
Service Agreement (Service ID#)	Meter #	Desired Rate	Business Description ²	Single Motor HP	Multiple Motor HP	Elect kW Value	Default	12 pm to 6 pm	2 pm to 6 pm	Unlimited	Alternate
1234567890	1001234567	A10TOU	Title Office								
0987654321	1001234568	A1 TOU	Retail Furniture Store					X		X	
4567891234	1001567890	AG 4A	Irrigation Field Pump	10							
7890123456	1002345678	GNR-1 ¹	House Meter – Swimming Pool								

Notes:

- For Gas Rate Selection complete first four columns only (Service Agreement, Meter #, Desired Rate & Business Description).
- Describe what each meter serves (e.g., Pasture Flood Irrigation, Retail Clothing Store, House).
- Agricultural (AG) Rates Schedules only
 - For single motor installations, list the horsepower rating of the motor associated with the meter
 - For multi-motor loads, list the total horsepower rating of all of the motors associated with the meter.
- Capacity Reservation Level: Level of capacity (kW) excluded from PDP participation.
 - Does not apply to Schedules A-1TOU (A-1X), A-6, A-10TOU, or AG-4.
 - Choices for Schedules E-19, E-20, and AG-5: Customer Defined or Default (equal to 50% of the customer's average maximum peak-period demand over the previous 6 summer months).
- Event Duration: Length of participation during the event.
 - Choices for Schedules A-1TOU (A-1X), A-6, A-10TOU & AG-4: 12 pm to 6 pm or 2 pm to 6 pm
 - Choices for Schedules E-19, E-20 & AG-5: 2 pm to 6 pm only
- Event Frequency: Frequency of participation in an event.
 - Choices for Schedules A-1TOU (A-1X), A-6, A-10TOU & AG-4: Unlimited (every event) or Alternate (every other event)
 - Choices for Schedules E-19, E-20 & AG-5: Unlimited only.



Pacific Gas and Electric Company
San Francisco, California
U 39

Revised
Cancelling Original

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

30765-G
23183-G

Gas Sample Form No. 79-1040
Non-Disclosure and Use of Information Agreement

**Please Refer to Attached
Sample Form**

Advice Letter No: 3415-G
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed September 24, 2013
Effective October 24, 2013
Resolution No. _____



NON-DISCLOSURE AND USE OF INFORMATION AGREEMENT

(CONCERNING WORK ADJACENT TO PG&E FACILITIES)

THIS AGREEMENT is by _____, _____
("Company") ("Undersigned")
an authorized employee of Company, (together, Company and Undersigned are sometimes
referred to as the "Receiving Party"), and PACIFIC GAS AND ELECTRIC COMPANY ("PG&E").

Undersigned and Company agree as follows:

1. The Receiving Party acknowledges that in connection with construction work to be performed adjacent to, in the vicinity of, or that will be connected to PG&E's natural gas or electric facilities, or performing design or construction services on behalf of a new business applicant, the Receiving Party will be given access or provided with PG&E-technical information and materials, including but not limited to generated maps, job-specific construction drawings and specifications, Gas Applicant Design Manual, Electric Design Manual, Electric Underground Construction Manual, Electric Overhead Construction Manual, and other data which are owned by PG&E, its parent company, subsidiaries or affiliates, and/or owned by third parties and in the possession of or licensed to PG&E, and which constitute valuable confidential or proprietary information, know-how and trade secrets belonging to PG&E, its parent company, subsidiaries, affiliates and/or third parties (hereinafter referred to as "Proprietary Information").
2. In consideration of being made privy to the Proprietary Information, the Receiving Party hereby agrees to hold all such Proprietary Information in strict confidence and not to disclose it, or otherwise make it available, to any person or third party, including any affiliate of PG&E that produces energy or energy-related products or services, without the prior written consent of PG&E. The Receiving Party agrees that all Proprietary Information:
 - (a) Shall be used only for the purpose of performing the design and/or construction of PG&E electric service and distribution facilities; and
 - (b) Shall not be reproduced, copied, in whole or in part, except as specifically authorized by PG&E and in conformance with PG&E's instructions when necessary for the purposes set forth in (a) above; and
 - (c) Shall, together with any copies, reproductions or other records thereof, in any form, and all information and materials developed by the Receiving Party therefrom, be returned to PG&E upon request when no longer needed for the performance of Receiving Party's work described in paragraph 1 above.
3. The Receiving Party hereby agrees that any third parties owning any confidential or proprietary information included in the Proprietary Information are express third party beneficiaries of this Agreement.



**NON-DISCLOSURE AND USE OF
INFORMATION AGREEMENT**
(CONCERNING WORK ADJACENT TO PG&E FACILITIES)

4. Receiving Party acknowledges that PG&E's construction and design manuals are updated periodically. Before proceeding with any final design or beginning construction, Receiving Party must confirm with a PG&E representative that it is using the most current version of the manuals.
5. The Receiving Party hereby agrees that, in addition to any other remedy PG&E may have at law or in equity, PG&E will have the right to obtain immediate temporary or preliminary injunctive relief, without posting of bond or other security and without proof of damages, enjoining any breach or threatened breach of this Agreement.
6. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, excluding any choice of law rules that direct the application of the laws of another jurisdiction.
7. This Agreement is effective on the last signature date below.

UNDERSIGNED:

COMPANY:

Company Name

Company Name

Signature of Authorized User

Signature of Authorized Agent of Company

Name of Authorized (Print)

Name of Authorized Agent of Company (Print)

Title

Title

Date of Signature

Date of Signature



Pacific Gas and Electric Company
San Francisco, California
U 39

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

30766-G
24293-G

Gas Sample Form No. 79-1047
Authorization to Change Residential Rate NGV Home Refueling

**Please Refer to Attached
Sample Form**

Advice Letter No: 3415-G
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed September 24, 2013
Effective October 24, 2013
Resolution No. _____



AUTHORIZATION TO CHANGE RESIDENTIAL RATE NGV HOME REFUELING

Dear Customer:

Thanks for your interest in installing a Natural Gas Vehicle (NGV) Home Refueling Appliance (HRA) at your residence. Clean-burning NGVs are great for the environment and they help reduce our dependence on oil. We applaud your efforts in supporting a cleaner, healthier environment.

As a Pacific Gas and Electric Company residential customer, a special optional residential NGV rate is available to you. PG&E's gas Rate Schedule G1-NGV (Residential Natural Gas Service For Compression On Customers' Premises) is available to customers who own or lease a NGV for home use and have installed a HRA at their home. All you have to do is check one of the following options, complete the rest of the form, and fax or mail it to the contact below.

- ☐ Enroll me in the new optional residential NGV rate (G1-NGV¹)*. I understand that I will pay a fixed customer charge in addition to a lower per-therm charge for the gas I use. **All** the gas use at my residence will be charged at this rate.
- ☐ Do not change my rate. I would like to continue with my current residential rate* for all my gas use, including my NGV home refueling.

NAME:

MAILING ADDRESS:

DAYTIME PHONE NUMBER: () ____ - ____

PG&E 10-DIGIT SERVICE ID #: _____

(As it appears on your gas bill)

ADDRESS OF HRA INSTALLATION: _____

By signing this affidavit, I hereby affirm all of the following:

- I currently own or lease a NGV for my home use and have installed a natural gas HRA at the above address.
- The HRA has been installed by a qualified contractor/installer and I have received all required city and/or county inspections. I have attached all required inspection forms.
- I understand that PG&E may require documents to support this affidavit at any time. Failure to provide documents may result in appropriate action, including suspension of gas service to my residence.
- I understand that, if I cease to meet the qualifications for service under PG&E's residential NGV rates, the gas service will be provided at the rates shown on my otherwise applicable residential gas rate schedule (i.e., G-1 – Residential Service or GL-1 – Residential CARE program Service) until I can demonstrate that my premise again meets the qualifications for service under PG&E's residential NGV gas rate schedules.

Additionally, I will notify PG&E within thirty (30) days if I no longer possess the NGV or HRA mentioned above.

Signature: _____ Date: _____

Mail this completed form to:

Pacific Gas and Electric Company
Stockton Records
Attn: Residential Rate Change Team
P.O. Box 8329
Stockton, CA 95208

* Information regarding PG&E's tariffs is available at our website: www.pge.com; go to Rates and Regulations, Tariff Book.

¹ Residential NGV customers who qualify for service under PG&E's California Alternative Rates for Energy (CARE) program will receive a 20 percent discount under PG&E rate schedule GL1-NGV (Residential CARE Program Natural Gas Service For Compression On Customers' Premises).



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

30767-G
24842-G

Gas Sample Form No. 79-1097
Request Change of Mailing Address to a Third Party Change of Address

**Please Refer to Attached
Sample Form**

Advice Letter No: 3415-G
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed September 24, 2013
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REQUEST CHANGE OF MAILING ADDRESS TO A THIRD PARTY CHANGE OF ADDRESS

(Please Type or Print)

1. CUSTOMER INFORMATION:

CUSTOMER/COMPANY NAME

MAILING ADDRESS

CITY STATE ZIP

() _____ () _____
TELEPHONE NUMBER FACSIMILE NUMBER

2. REQUESTED CHANGE TO MAILING ADDRESS (In order for this form to be processed, all of the following information must be provided):

INFORMATION RECIPIENT

C/O _____
COMPANY NAME (If Applicable)

MAILING ADDRESS

CITY STATE ZIP

() _____ () _____
TELEPHONE NUMBER FACSIMILE NUMBER

CHANGE OF MAILING ADDRESS SHOULD TAKE EFFECT ON _____
DATE

3. ACCOUNTS INCLUDED IN THIS REQUEST:

ADDRESS CITY SERVICE ACCOUNT NUMBER

ADDRESS CITY SERVICE ACCOUNT NUMBER

ADDRESS CITY SERVICE ACCOUNT NUMBER

(For more than three accounts, please list additional accounts on a separate sheet and attach it to this form.)

REQUEST CHANGE OF MAILING ADDRESS TO A THIRD PARTY CHANGE OF ADDRESS

4. By signing below, Customer and Information Recipient acknowledge that account information affected by this request for change of mailing address includes all utility bills (gas and/or electric), bill inserts, discontinuance notices, and other information normally sent to the mailing address on an account(s).

If Pacific Gas and Electric Company (the Company) becomes aware of returned bills, or that the Information Recipient is no longer at the address specified on this form or is repackaging the Company's bill and other information transmitted therewith in a manner unacceptable to the Company, the Company will immediately and without prior notification to Customer or Information Recipient terminate this authorization and revert the mailing address to the Customer's service address, or other mailing address if in the Company's possession and available.

5. I, (Information Recipient), understand that this change of address form authorization does not confer any rights or privileges to act on the customer's behalf. Further, I agree that I will not reorganize or repackage the Company's bill, or other information transmitted therewith, without first providing the reformatted or repackaged bill or information transmitted therewith to the Company. I understand that no reorganizing or repackaging of said information is permitted by the Company without its prior written consent. I release, hold harmless, and indemnify the Company from any claims, damages or expenses resulting from the unauthorized use of this account information, and from the customer's failure to receive the bill, legal and safety notices, discontinuance and other notices, bill inserts and other related rate information. I will not provide this information to other parties without customer authorization.

INFORMATION RECIPIENT

ADDRESS

INFORMATION RECIPIENT SIGNATURE

CITY, STATE, ZIP

6. I, (Customer/Company), authorize the Company to change the mailing address on the accounts listed on this form. I understand that, as a result of this change of address request, I may no longer receive the bill, legal and safety notices, discontinuance and other notices, bill inserts, and other related rate information. I further understand and represent that this change of address form authorization does not confer any rights or privileges upon the third party bill information recipient to act on my behalf. I release, hold harmless, and indemnify the Company from any claims, damages or expenses associated with my failure to receive the bill, legal and safety notices, discontinuance and other notices, bill inserts, and other related rate information and from the unauthorized use of this account information. I further understand that if I should pay the information recipient or any other third party for charges owed to Pacific Gas and Electric Company as a result of the use of this form I will continue to be ultimately responsible for the payment of those charges to Pacific Gas and Electric Company until the payment is forwarded to Pacific Gas and Electric Company by the information recipient or other third party. If the information recipient or other third party fails to pay Pacific Gas and Electric Company in accordance with the Company's Rule 11 (discontinuance procedures) for any reason, I understand that I will be responsible for the payment of those utility charges to Pacific Gas and Electric Company. I further certify that I have authority to authorize the change of address for the accounts listed on this form.

AUTHORIZED CUSTOMER/COMPANY NAME

DEPARTMENT

AUTHORIZED SIGNATURE

TITLE

DATE



Pacific Gas and Electric Company
San Francisco, California
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Cal. P.U.C. Sheet No.
Cal. P.U.C. Sheet No.

30768-G
26570-G

Gas Sample Form No. 79-1104
Billing Calculation Service Agreement

**Please Refer to Attached
Sample Form**

Advice Letter No: 3415-G
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed September 24, 2013
Effective October 24, 2013
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 obligations under the terms of this Agreement; or (d) the date the CPUC

BILL CALCULATION SERVICE AGREEMENT

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

BILL CALCULATION SERVICE 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

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 :

On Behalf of:

PACIFIC GAS AND ELECTRIC COMPANY

(Customer)

(Signature)

(Type/Print Name)

(Title)

(Date)

(Signature)

(Type/Print Name)

(Title)

(Date)

Customer Account: _____

Service Accounts: _____



Pacific Gas and Electric Company
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Cal. P.U.C. Sheet No.
Cal. P.U.C. Sheet No.

30769-G
28659-G

Gas Sample Form 79-1128

Sheet 1

Affidavit in Support of Customer Claim as Qualifying as a Small Business Customer
Under Government Code Section 14837

(T)
(T)

PLEASE REFER TO
ATTACHED SAMPLE FORM

Advice Letter No: 3415-G
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed September 24, 2013
Effective October 24, 2013
Resolution No. _____



AFFIDAVIT IN SUPPORT OF CUSTOMER CLAIM AS QUALIFYING AS A SMALL BUSINESS CUSTOMER UNDER GOVERNMENT CODE SECTION 14837*

I. Customer Declaration:

I, _____, state as follows:

1. I am authorized to make this declaration as the Customer ("Customer") or as an authorized representative of the Customer _____ and
2. I have personal knowledge of the matters set forth herein and if called upon as a witness could and would testify competently thereto.
3. Customer warrants that _____ qualifies as a "small business" customer, using the definition of "micro-business" as defined under California Government Code Section 14837. Section 14837 of the California Government code defines micro-business as "a small business which, together with affiliates, has average annual gross receipts of two million five hundred thousand dollars (\$2,500,000) or less over the previous three years, or is a manufacturer, as defined in subdivision (c), with 25 or fewer employees." Subdivision (c) provides that "(c)"Manufacturer" means a business that meets both of the following requirements: (1) It is primarily engaged in the chemical or mechanical transformation of raw materials or processed substances into new products [and] (2) It is classified between Codes 31 to 33, inclusive, of the North American Industry Classification System."*

I declare under penalty of perjury under the laws of the State Of California that the foregoing is true and correct. Executed this _____ day of _____, _____ at _____, _____ [City, State]

Signature: _____

Customer or Authorized Representative of the Customer

Print Name: _____

Title: _____

II. Required Customer Information (Please Type or Print):

Name On Account: _____
Account Number(s) _____
Principal Service _____
Address: _____
City, State, Zip: _____

III. PG&E Reply Information:

Please return the completed affidavit by United States Postal Service to:

Pacific Gas and Electric Company
Attention: Billing
PO Box 8329
Stockton, CA 95208

* See North American Industry Classification System Website, [http://www.census.gov/cgi-bin/sssd/naics/naicsrch?chart_code=31&search=2007 NAICS Search](http://www.census.gov/cgi-bin/sssd/naics/naicsrch?chart_code=31&search=2007%20NAICS%20Search)



Pacific Gas and Electric Company
San Francisco, California
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Cal. P.U.C. Sheet No.
Cal. P.U.C. Sheet No.

30770-G
30723-G

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Advice Letter No: 3415-G
Decision No. 11-05-018

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Brian K. Cherry
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Advice Letter No: 3415-G
 Decision No. 11-05-018

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 Regulatory Relations

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Pacific Gas and Electric Company
San Francisco, California
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Cal. P.U.C. Sheet No. 30773-G
Cal. P.U.C. Sheet No. 30324-G

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Advice Letter No: 3415-G
Decision No. 11-05-018

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Regulatory Relations

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Pacific Gas and Electric Company
San Francisco, California
U 39

Revised
Cancelling Original

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

33003-E
18978-E

Electric Sample Form No. 61-0502
Medical Baseline Allowance Self-Certification Request Form

(T)

**Please Refer to Attached
Sample Form**

Advice Letter No: 4285-E
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed September 24, 2013
Effective October 24, 2013
Resolution No. _____



Medical Baseline Allowance Self-Certification Request Form

STEP 1 Account and Customer Information (please print)

--	--	--	--	--	--	--	--	--	--

PG&E CUSTOMER ACCOUNT NO

CUSTOMER NAME (as it appears on PG&E bill)

MEDICAL BASELINE RESIDENT'S NAME (if different)

SERVICE ADDRESS

APT #

CITY

STATE

ZIP CODE

CUSTOMER MAILING ADDRESS (if different)

APT #

CITY

STATE

ZIP CODE

HOME PHONE #

WORK PHONE #

I understand that:

1. If the doctor certifies the resident's medical condition is permanent, PG&E will require completion of a form self-certifying continued resident's eligibility for Medical Baseline every two years.
2. If the doctor certifies the resident's medical condition is not permanent, PG&E will require completion of a form self-certifying continued resident's eligibility for Medical Baseline each year and completion of a new application with a doctor's certification every two years.
3. If the resident has a vision disability, I may contact PG&E to request special notification when either re-certification (to complete a new application with a doctor's certification) or self-certification forms are mailed.
4. PG&E cannot guarantee uninterrupted gas and electric service and I am responsible for making alternate arrangements in the event of a gas or electric outage.

STEP 2 For customers billed by someone other than PG&E

NAME OF MOBILE HOME OR APARTMENT COMPLEX

COMPLEX ADDRESS

COMPLEX MANAGER'S NAME

COMPLEX PHONE #

TENANT'S NAME

TENANT'S PHONE #

Mail application to:

**PG&E Credit and Records Center
Medical Baseline**

P.O. Box 8329, Stockton, CA 95208

UTILITY USE ONLY

Date Received: _____

Medical Baseline Allocation:

☐ Electric unit(s) ☐ Gas unit(s)

Recertification:

- ☐ Self-certify every 2 years
☐ Self-certify annually; Doctor's certification every 2 years

STEP 3 How would you prefer to be contacted in the event of a planned and/or unplanned outage?

Please check your PREFERRED method(s) for being contacted below and provide all of the relevant information next to your selection. (Select up to two methods). You will also continue to receive a letter by mail in certain outage situations.

PLANNED OUTAGE CONTACT PREFERENCE

- ☐ Call me by phone _____
☐ Contact me by TDD/TTY at phone _____
☐ Send me a text message at phone _____
☐ Send me an email at _____

UNPLANNED OUTAGE CONTACT PREFERENCE

- ☐ Call me by phone _____
☐ Contact me by TDD/TTY at phone _____
☐ Send me a text message at phone _____
☐ Send me an email at _____

STEP 4 Signature

I certify that the above information is correct. I also certify that the Medical Baseline resident lives full-time at this address, and requires or continues to require the Medical Baseline Allowance. I agree to allow PG&E to verify this information. I also agree to notify PG&E promptly if the qualified resident moves or Medical Baseline Allowance is no longer needed by the resident.

SIGN HERE

CUSTOMER SIGNATURE

DATE

The Standard Medical Baseline Allowance is 16.438 kWh of electricity and/or 0.82192 therms of natural gas per day, which is in addition to your daily standard Baseline Allocation. If this allowance does not meet your medical needs, please contact PG&E at 1-800-743-5000 to discuss additional amounts.



Extensión de la Tarifa Básica Asignada por Razones Médicas

Formulario para solicitar auto certificación

PASO 1 Información del cliente (por favor escriba en letra de imprenta)

--	--	--	--	--	--	--	--	--	--

NO. DE LA CUENTA DEL CLIENTE DE PG&E

NOMBRE DEL CLIENTE (como aparece en su factura de PG&E)

NOMBRE DEL CLIENTE al que se extiende la tarifa básica por razones médicas (si es diferente)

DIRECCIÓN DONDE SE PRESTA SERVICIO

NO. DEL DEPARTAMENTO

CIUDAD

ESTADO

CÓDIGO POSTAL

DIRECCIÓN POSTAL DEL CLIENTE (si es diferente)

NO. DEL DEPARTAMENTO

CIUDAD

ESTADO

CÓDIGO POSTAL

NO. DE TELÉFONO DEL HOGAR

NO. DE TELÉFONO DEL TRABAJO

Entiendo que:

1. Si el médico certifica que la condición médica del residente es permanente, PG&E requerirá que cada dos años se complete un formulario certificando que el residente aún reúne las condiciones para recibir la extensión de tarifa básica por razones médicas.
2. Si el médico certifica que la condición médica del residente no es permanente, PG&E requerirá que se complete un formulario cada año, certificando que el residente aún reúne las condiciones para recibir la extensión de tarifa básica por razones médicas y que cada dos años se complete una nueva solicitud con certificación del médico.
3. Si el residente tiene una incapacidad visual, me comunicaré con PG&E para solicitar el envío del formulario de renovación (completar una nueva solicitud con certificación del médico) o del formulario de auto certificación, en un formato especial.
4. PG&E no puede garantizar que el servicio de gas y electricidad no sea interrumpido, y es mi responsabilidad hacer planes alternativos en casos de interrupciones en el servicio de gas o electricidad.

UTILITY USE ONLY Date Received: _____

Medical Baseline Allocation:

☐ Electric unit(s) ☐ Gas unit(s)

Recertification:

- ☐ Self-certify every 2 years
☐ Self-certify annually; Doctor's certification every 2 years

PASO 4 Firma

Certifico que la información proporcionada es correcta. Certifico además que el residente al que se extiende la tarifa básica por razones médicas vive en esta dirección en forma permanente, y necesita o continua necesitando que se le extienda la tarifa básica. Doy permiso para que PG&E verifique esta información. **Me comprometo también a notificar inmediatamente a PG&E si el residente calificado se muda o ya no necesita la extensión de la tarifa básica por razones médicas.**

FIRME AQUÍ

FIRMA DEL CLIENTE

FECHA

La extensión estándar de la tarifa básica por razones médicas es de 16.438 kilovatios-hora de electricidad y/o 0.82192 termias de gas natural por día, lo cual es adicional a su cuota diaria. Si este subsidio no reúne sus necesidades médicas, por favor contáctese con PG&E llamando al 1-800-660-6789 para solicitar cantidades adicionales.

PASO 2 Para clientes facturados por otro que no sea PG&E

NOMBRE DEL CONJUNTO DE CASAS MÓVILES O DE APARTAMENTOS

DIRECCIÓN DEL CONJUNTO

NOMBRE DEL ADMINISTRADOR DEL COMPLEJO

NO. DE TELÉFONO DEL COMPLEJO

NOMBRE DEL INQUILINO

NO. DE TELÉFONO DEL INQUILINO

PASO 3 ¿Cómo prefiere ser contactado en caso de un apagón planeado y/o no planeado?

Por favor elija su(s) método(s) PREFERIDO(S) de contacto a continuación y provea toda la información de relevancia a un lado de su selección. (Seleccione hasta dos métodos). Usted también continuará recibiendo una carta por correo en ciertas situaciones de apagones.

PREFERENCIAS DE CONTACTO EN CASO DE INTERRUPCIONES DE SERVICIO PLANEADAS

- ☐ Llámame por teléfono _____
☐ TDD/TTY: contactarme al teléfono _____
☐ Enviarme un texto al teléfono _____
☐ Enviarme un correo electrónico a _____

PREFERENCIAS DE CONTACTO EN CASO DE INTERRUPCIONES DE SERVICIO NO PLANEADAS

- ☐ Llámame por teléfono _____
☐ TDD/TTY: contactarme al teléfono _____
☐ Enviarme un texto al teléfono _____
☐ Enviarme un correo electrónico a _____



醫療能源輔助計劃自我證明申請表

第一步 帳戶及客戶資訊 (請端正填寫)

--	--	--	--	--	--	--	--	--	--

PG&E帳戶號碼

客戶姓名 (帳單上的客戶姓名)

申請者姓名 (若不同的話)

住址 公寓單位 #

城市 州 郵區

客戶郵寄地址 (若不同的話) 公寓單位 #

城市 州 郵區

住家電話 # 工作電話 #

本人瞭解：

1. 如果醫生證明該居民的健康狀況是永久性的，PG&E要求申請者每兩年填寫一份表格，自我證明本人或該居民繼續有資格享用醫療能源輔助。
2. 如果醫生證明該居民的健康狀況是非永久性的，PG&E要求申請者每年填寫一份表格，自我證明本人或該居民繼續有資格享用醫療能源輔助，並且每兩年填寫一份有醫生證明的新申請表。
3. 如果該居民有視力障礙，本人可以跟PG&E聯絡，要求寄來特別格式的重新確認表格 (填寫有醫生證明的新申請表) 或自我確認表格。
4. PG&E不能保證天然氣及電力供應服務不中斷，本人負責在天然氣中斷時或停電情況下作出替代安排。

第二步 由PG&E以外人士開帳單的客

流動房屋或公寓大廈名稱

大廈地址

大廈負責人姓名 大廈電話 #

租客姓名 租客電話 #

將申請表寄到：

PG&E Credit and Records Center
Medical Baseline
P.O. Box 8329, Stockton, CA 95208

UTILITY USE ONLY Date Received: _____

Medical Baseline Allocation:

☐ Electric unit(s) ☐ Gas unit(s)

Recertification:

☐ Self-certify every 2 years
☐ Self-certify annually; Doctor's certification every 2 years

第三步 遇上預知和/或未預計之天然氣中斷或停電，你想怎樣接得通知？

請於下方選擇你想我們聯絡你的方式，並於你的選擇旁提供所有相關資訊。(最多可選兩種方法)。某些天然氣中斷或停電情況，你仍將繼續接到郵件通知。

預知天然氣中斷或停電時希望得到通知的方式

- ☐ 打電話給我 _____
- ☐ 經TDD/TTY打電話聯絡我 _____
- ☐ 給我的電話發簡訊 _____
- ☐ 發電子郵件至 _____

未預計之天然氣中斷或停電希望得到通知的方式

- ☐ 打電話給我 _____
- ☐ 經TDD/TTY打電話聯絡我 _____
- ☐ 給我的電話發簡訊 _____
- ☐ 發電子郵件至 _____

第四步 簽名

本人證明以上資料正確無誤，並且證明申請醫療能源補助者全天住在該地址，仍需要醫療額外能源津貼。本人同意允許PG&E核實本資料。並且同意，如果合格的居民搬遷或該居民不再需要醫療額外能源津貼，立即通知PG&E。

於此處簽名

客戶簽名

日期

標準醫療能源額外津貼 每天16.438度電力及/或0.82192撒姆天然氣，這是你每天的標準底線配額之上的用量。如果該定量不能滿足你的醫療需要，請致電中文熱線1-800-893-9555跟PG&E聯絡，討論增加用量。



Pacific Gas and Electric Company
San Francisco, California
U 39

Revised
Cancelling Original

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

33004-E
14806-E

Electric Sample Form No. 62-0562
Gas & Electric Facilities Transfer Agreement - Declaration

(T)

**Please Refer to Attached
Sample Form**

Advice Letter No: 4285-E
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed September 24, 2013
Effective October 24, 2013
Resolution No. _____



GAS & ELECTRIC FACILITIES TRANSFER AGREEMENT - DECLARATION

DISTRIBUTION

- ☐ Transferor
☐ Division
☐ Customer Care

REFERENCES

Order #: _____
SD #: _____
D&C #: _____
MLX #: _____
R/W #: _____

Submitted to Transferor By: _____

Date of Issuance: _____

_____, (**TRANSFEROR**), has requested **PACIFIC GAS AND ELECTRIC COMPANY (PG&E)**, a California Corporation, to acquire Transferor's ☐ Gas; ☐ Electric Facilities (Facilities) as summarized on "Exhibit A", and situated at

_____, and to deliver ☐ Gas; ☐ Electric Energy (Energy) to the existing Customers (Customers) served from the Facilities and listed on "Exhibit B" for the operation of the utilization Equipment (Equipment). The Incremental Base Annual Revenue and Economic Analysis and Payment Computation for the gas and electric systems are summarized in "Exhibit C.1." and "Exhibit C.2.", respectively. The Facilities are shown on sketch marked "Exhibit D". All exhibits are attached hereto and made part hereof.

Executed this _____ day of _____, _____

PACIFIC GAS AND ELECTRIC COMPANY

Transferor

Authorized by (Print)

Authorized by (Print)

Signature

Signature

Title

Title

Date

Date

MAILING ADDRESS:

Attachments: (Mark each attachment needed)

- ☐ Exhibit A - Facilities
☐ Exhibit B - Customers
☐ Exhibit C.1. - Incremental Base Annual Revenue
☐ Exhibit C.2. - Economic Analysis and Payment
☐ Exhibit D - Gas and/or Electric Facilities Sketch

- ☐ Exhibit E - Additional Terms and Conditions
☐ Gas Rule 15
☐ Gas Rule 16
☐ Electric Rule 15
☐ Electric Rule 16

Transferor: Please initial here to confirm receipt of all attachments: _____

GAS AND ELECTRIC FACILITIES TRANSFER AGREEMENT

PROVISIONS

As indicated in the Declarations, **TRANSFEROR** has requested **PG&E** to acquire Transferor's gas and electric Facilities. The Facilities, if electric, include but are not limited to: poles, conductors, transformers, substructures, conduits, services, meters, and other associated equipment. Facilities, if gas, include but are not limited to: gas mains, services, valves, meters, regulators, and other associated equipment.

PG&E is willing to acquire and own the Transferor's Facilities, and supply Energy service in accordance with PG&E's applicable rates and rules, subject to the following terms and conditions:

- 1. OWNERSHIP BASIS.** Concurrently with the execution of this Agreement, Transferor agrees to transfer to PG&E the Facilities described herein, along with any associated capital costs, applicable taxes, and cost-of-ownership for that portion of the Facilities not supported by Incremental Base Annual Revenue derived from existing permanent loads served directly from the Facilities. All Facilities conveyed to PG&E under this Agreement shall at all times be and remain the property of PG&E.
- 2. CONDITION OF FACILITIES.** To the best of Transferor's knowledge, the gas and electric distribution Facilities are in reasonably good operating condition and are capable of providing the end users a safe and reliable source of electric and gas service, the Facilities meet the California Public Utilities Commission's (CPUC) General Orders, are compatible, and in the case of new construction, meet PG&E's design standards as they relate to safety and reliability, and are capable of serving the customary expected load, determined in accordance with a site specific study and PG&E's rules as approved by the CPUC. If the facilities do not comply with the above, the Transferor has the following two options, both at the expense of the Transferor:
 - (a) Transferor may elect to have qualified third party perform the necessary work prior to Title Acceptance and Conveyance; or
 - (b) Transferor may elect PG&E to perform necessary work.
- 3. CUSTOMER CONTRIBUTIONS.** Customer charges, if any, are determined in the following manner:
 - (a) **Appraised Value of Transferor's Facilities.** As shown on Exhibit C.2., this is PG&E's estimated capital worth of the Facilities (existing Facilities found used and useful, plus any new replacement Facilities) according to the applicable extension and service rules defining those facilities that are subject to refund and those that are not subject to refund.
 - (b) **Estimated Incremental Base Annual Revenue.** As shown on Exhibit C.1., PG&E will calculate the Estimated Incremental Base Annual Revenue by calculating the difference between the existing annual Energy usage and annual base revenue, and the estimated annual Energy usage and annual base revenue. The Estimated Base Annual Revenue for gas and electric is the distribution "Base Energy Rate" for the applicable PG&E gas or electric rate schedule, plus any customer, meter, and demand charges. For mobilehome parks, it is the annual discount portion of the applicable master-metered mobilehome park rate schedule, for each installed space.
 - (c) **Supported Capital Costs.** As shown on Exhibit C.2., the Supported Capital Cost is the maximum capital investment amount by PG&E that is supported by the Estimated Incremental Base Annual Revenue to be derived by PG&E from the delivery of Energy supplied from the Facilities to the Customers. The Supported Capital Cost is calculated by dividing the

GAS AND ELECTRIC FACILITIES TRANSFER AGREEMENT

PROVISIONS

Estimated Incremental Base Annual Revenue by the Cost-of-Service Factor as defined in PG&E's Gas and Electric Rule 15 -- Definitions for Rule 15.

- (d) **Unsupported Capital Contribution.** As shown on Exhibit C.2., this is the amount that the Appraised Value of Transferor's Facilities exceeds the Supported Capital Costs, less any applicable credits for joint facility cost participation by other entities. If Transferor, for any reason, fails to continue using the Equipment in a bona fide manner at the estimated Incremental Base Annual Revenue level listed on Exhibit C.1., within the terms of this Agreement, the Transferor shall pay to PG&E, on demand, an additional refundable payment equal to the difference between, the Unsupported Capital Contribution amount specified above and, the Unsupported Capital Contribution amount that would have been required if recalculated on the basis of Equipment, if any, actually used by Customers.
- (e) **Income Tax Component Of Contribution (ITCC).** As shown on Exhibit C.2., Transferor shall pay to PG&E the State and Federal ITCC on the Unsupported Capital Contribution amount at the rate provided in the Preliminary Statement of PG&E's tariff schedules and approved by the CPUC. The ITCC is refundable or non-refundable as specified in the Contribution Adjustments section of this Agreement.
- (f) **Cost-of-Ownership Annuity Fund.** As shown on Exhibit C.2., Transferor shall also pay to PG&E, in addition to the monthly rates and charges for service, a one-time refundable payment for a Cost-of-Ownership Annuity Fund. This fund represents PG&E's present worth value of its continuing costs, in perpetuity, to own, operate, and maintain that portion of the Facilities not supported by revenue. The fund is determined by multiplying the Unsupported Capital Contribution amount by the annual Cost-of-Ownership percentage rate for customer-financed (contributed) capital, and the present worth factor (at PG&E's current authorized rate of return).

Interest will be added annually to the unused balance of the annuity fund before the current year's cost-of-ownership charges are deducted. This calculation shall be performed on each anniversary of the date ownership of the Facilities was transferred to PG&E, as is established in PG&E's records. The interest rate shall be the 12-month average of the discount interest rate on prime, 3-month commercial paper for each month as reported in the Federal Statistical Release, G-13 or its successor publication.

Adjustments to the Cost-of-Ownership Annuity Fund are described in the paragraph on Cost-of-Ownership Annuity Fund Adjustments.

- 4. **GENERAL ACCESS.** PG&E shall at all times the have right to enter and leave Transferor's premises for any purpose connected with the furnishing of electric and gas services, including meter reading, inspection, testing, routine repairs, replacement, maintenance, emergency work, etc., and the exercise of any and all rights secured to it by law, or under PG&E's tariff schedules. Transferor hereby grants to PG&E the right to install, own and maintain such Facilities on Transferor's premises together with sufficient safe legal clearances between all structures now or hereafter erected on Transferor's premises.
 - (a) **Existing Land Rights.** Transferor warrants that adequate land rights cover all of the Facilities as shown in "Exhibit A". In the absence of such land rights, Transferor shall assume any and all liability in connection therewith. Transferor shall assign to PG&E in whole or in part all of its private grants of rights-of-way and easements satisfactory to PG&E for the operation of the Facilities.

GAS AND ELECTRIC FACILITIES TRANSFER AGREEMENT

PROVISIONS

- (b) **New Land Rights.** Where new formal rights-of-way, easements, land leases, or permits are required by PG&E for the acceptance of ownership of the Facilities on or over the Transferor's property, or the property of others, Transferor understands and agrees that PG&E shall not be obligated to accept ownership of the Facilities unless and until any necessary permanent rights-of-way, easements, land leases, or permits, satisfactory to PG&E, are granted to or obtained for PG&E without cost to or condemnation by PG&E. However, if PG&E is unable to obtain such land rights, the Transferor shall obtain them for PG&E. Such easements shall include the right of access and the right to trim trees as necessary to maintain required legal clearances from overhead wires.
- (c) **Third Party Consents.** All requisite third party consents to sell, assign, and transfer the Facilities and rights-of-way and easements thereto have been secured.
5. **AD VALOREM TAXES.** Except as disclosed by Transferor, all taxes or other assessments on or concerning the Facilities for the current tax year and earlier, have been paid in full and there are no penalties or delinquency charges owing. PG&E shall not be responsible for prior taxes. The current ad Valorem taxes for the tax year in which the Facilities are conveyed shall be prorated as of the date of conveyance. Transferor shall pay to PG&E on demand such part thereof as is attributable to the portion of the tax year prior to delivery of the Facilities.
6. **ADDITIONS, BETTERMENTS, OR REMOVALS.** This Transfer Agreement does not cover additions, betterments, or removals, if any, made to the Facilities by Transferor subsequent to this Agreement and is limited to those items more fully described in Exhibit A. Additions, betterments, or removals subsequent to this Agreement performed by other than PG&E, if any, will be covered by a supplemental Transfer Agreement or other such Agreement to be prepared by PG&E and delivered to Transferor concurrently with payment of the price thereof, if any. The Transferor shall not be responsible for betterments or improvements to PG&E's gas or electric distribution Facilities or operations that do not benefit the Transferor.
7. **SERVICE CONNECTIONS.** Transferor shall require all Customers to provide metering facilities in meter locations acceptable to PG&E in accordance with PG&E's Electric and Gas Service Requirements (Green Book). The appropriate jurisdiction shall inspect the Customer's metering facilities and determine if it is safe and ready for the meter to be set by PG&E.
8. **GAS DELIVERIES.** Gas deliveries shall be in conformance with the standards specified in CPUC General Order No. 58-A and measured at the outlet side of the meter.
- Gas will normally be delivered at PG&E's adopted standard delivery pressure of seven inches of water column. This standard pressure supplied to domestic and commercial customers shall not vary more than fifty percent above or below the adopted pressure. No variation in pressure from the standard pressure, of two inches or more of water column, shall occur in a time less than fifteen minutes, excepting momentary fluctuations on individual services caused by the operations of Customer's appliances or fluctuations caused by reasonable regulator buildups.
9. **POWER QUALITY AND VOLTAGE STABILITY.** PG&E designs and operates its distribution system to deliver sustained voltage as close as economically practical to service voltages required for customer's Facilities and equipment. Under normal circumstances service voltage can vary within a range set by PG&E's Electric Rule 2 on file with the CPUC. Under Electric Rule 2, PG&E's service voltage can also vary outside the specified range for brief periods. If the Transferor's equipment or Facilities require voltages of greater stability than those specified under Electric Rule 2, it is the Transferor's responsibility to take what ever actions are necessary to provide power of such stable

GAS AND ELECTRIC FACILITIES TRANSFER AGREEMENT

PROVISIONS

voltage, including the design, installation and operation of any necessary protective equipment. PG&E cannot be held liable for any injuries or damages that may occur as the results of voltage variations that are allowable pursuant to Electric Rule 2.

- 10. HAZARDOUS SUBSTANCES.** Transferor shall be solely responsible for taking and paying for remedial action relating to hazardous substances or materials present in and around the Facilities acquired by PG&E and on lands occupied by the Facilities and in and on structures located on such lands. Transferor shall be solely liable for all costs, losses and damages from such hazardous substances or materials to property or injuries to any person and natural resources including but not limited to costs, damages and injuries arising from, and incident to Transferor's activities related to the gas and electric Facilities. PG&E is not responsible for pre-existing conditions, including but not limited to any costs, claims or delays associated with the remediation of hazardous substances.

"Hazardous Substances" means any chemical, material or substance that is listed or regulated under applicable federal, state and local environmental laws, including but not limited to Comprehensive Environmental Response, Compensation, and Liability Act, and the Resource Conservation and Recovery Act, as a "hazardous" or "toxic" substance or waste, or as a "contaminant", or as is otherwise listed or regulated under applicable environmental laws because it poses a hazard to human health or the environment, including but not limited to asbestos in any form, polychlorinated biphenyls (PCBs), and lead paint and coatings.

- 11. LITIGATION, PROCEEDINGS, AND CLAIMS.** There are no investigations, charges, proceedings, actions, suits, or arbitration proceedings pending, or, to the best of Transferor's knowledge, overtly threatened, involving tax, environmental or land use matters, before any court or governmental agency, or any other public forum, that could affect, encumber or burden the Facilities, or the ability of PG&E to operate the Facilities, or could result in impairment or loss of PG&E's title to the Facilities.

- 12. GOVERNMENTAL COMPLIANCE.** To the best of Transferor's knowledge, the Facilities have been operated by or on behalf of Transferor in full compliance with all applicable laws, rules, and regulations, including ordinances, codes, permits and licenses of all city, county, state, and federal governments, and including, but not limited to, laws, rules, and regulations relating to environmental matters; and no notice from any governmental body has been served upon Transferor or its agents or upon the Facilities, claiming violation of any law, ordinance, code, rule, or regulation or calling attention to the need for any work, repairs, construction, alterations, or installation on or in connection with the Facilities with which the Transferor has not complied and PG&E was not notified.

- 13. WARRANTY.** During the pendency of Transferor's request, Transferor shall be responsible for the continued maintenance to preserve the integrity of the Facilities and for the safe and reliable operation of the Facilities in accordance with applicable laws. During the pendency of Transferor's Transfer request, Transferor shall remain liable for injury and damage resulting from operation of the Facilities. Transferor further warrants that the Facilities, including any new Facilities installed by Transferor or its contractor, shall be free from defects in materials and workmanship. The warranty period shall begin from the date of Transfer of the Facilities to PG&E, and extend for one (1) year. The warranty period for any trench shall extend for two (2) years. Should the Facilities develop defects in materials or workmanship during the warranty period, PG&E, at its election shall either, (a) repair or replace the defective materials or workmanship, or (b) demand that the Transferor repair or replace the defective materials or workmanship. In either event, the Transferor shall be responsible for all costs associated with such repair or replacement. Transferor, upon demand by PG&E, shall promptly correct, to PG&E's satisfaction and that of any governmental agency having jurisdiction, any defect.

GAS AND ELECTRIC FACILITIES TRANSFER AGREEMENT

PROVISIONS

14. CONTRIBUTION ADJUSTMENTS. The Unsupported Capital Contribution amount and the associated ITCC Tax amount paid by Transferor under this Agreement shall be subject to refund to Transferor, without interest during the term of this Agreement, as follows:

- (a) **Facility Charge Adjustments.** At PG&E's option, the Unsupported Capital Contribution amount will be reviewed annually and adjusted if necessary for any difference between the actual Incremental Base Annual Revenue and the previously estimated actual Incremental Base Annual Revenue, derived over the previous 12 billing months. Refunds will be made within 90 days of the date that PG&E performs its review.
- (b) **Refunds for New Extensions.** For refunds on new extensions served directly from these Facilities, refer to PG&E's Gas and Electric Rules 15 on series refunding.
- (c) **Unsupported Capital.** The Unsupported Capital Contribution amount will be reviewed and updated with each adjustment made hereunder.
- (d) **Adjustment Period Limit.** No adjustment or refund will be made by PG&E in excess of the refundable amount advanced by Transferor, nor after a period of ten-years from the date PG&E first assumed ownership. Any unrefunded amount and the associated ITCC remaining at the end of the ten-year period will become the property of PG&E.
- (e) **Cost-of-Ownership Annuity Fund Adjustments.** In the event that PG&E makes refunds or other adjustments as provided in this Agreement, PG&E shall also adjust the Cost-of-Ownership Annuity Fund at the same time. The existing fund is updated by first adding interest to date and then subtracting the actual accrued cost-of-ownership charges to date. This updated fund amount is then compared to the new fund requirement (determined in the same manner as described in the paragraph on Facility Charges). If the updated fund balance is greater than the new fund requirement, the Transferor receives a refund of the difference. Conversely, if the updated fund balance is less than the new fund requirement, the Transferor shall pay an additional cost-of-ownership charge based on the difference between the updated fund amount and the new fund requirement. The adjusted fund amount becomes the new amount subject to future interest payments. Any unrefunded amount remaining at the end of the ten-year refund period will become the property of PG&E.

15. INDEMNIFICATION AND WITHHOLDING.

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

GAS AND ELECTRIC FACILITIES TRANSFER AGREEMENT

PROVISIONS

Transferor acknowledges that any and all claims, demands, losses, damages, costs, expenses, and legal liability that arise out of, result from, or are in any way connected with hazardous substances or materials including but not limited to the release or spill of any hazardous substance or material as a result of the work performed under this Agreement are expressly within the scope of this indemnity, and that the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial work, penalties, and fines arising from the violation of any local, state, or federal law or regulation, attorney's fees, disbursements, and other response costs are expressly within the scope of this indemnity.

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

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

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

17. AGREEMENT TERMINATION. During the pendency of Transferor's request, if Transferor or PG&E elects to cancel and terminate the Agreement, PG&E shall return to the Transferor an amount equal to the Transferors advance, less PG&E's costs. PG&E's costs are defined as the actual costs (including but not limited to labor, materials, and overhead) incurred by PG&E prior to such cancellation and termination in connection with work done in furtherance of Transferor's project, plus the actual costs of removing any of PG&E's installed facilities which PG&E desires to salvage, minus the salvage value of such facilities. In the event PG&E's costs exceed the advance, Transferor agrees to pay PG&E a sum equal to the amount by which PG&E's costs exceed the advance. Upon exercise of it's right to cancel and terminate and upon payment the Transferor, all of PG&E's obligations under the Agreement Documents shall cease.

18. COMMISSION JURISDICTION. This Agreement shall be subject to all of PG&E's applicable tariff schedules on file with and authorized by the California Public Utilities Commission (CPUC) and shall at all times be subject to such changes or modifications as the CPUC may direct from time to time in the exercise of its jurisdiction. These may include, but are not limited to changes or modifications to Monthly Cost-of-Ownership Charges (higher or lower percentage rates), extension and service rules, and rate schedules.

19. AUTHORIZED SIGNATURE. If Transferor is a corporation, partnership, joint venture or a group of individuals, the subscriber hereto represents that he has the authority to bind said corporation, partnership, joint venture or a group of individuals as the case may be.

GAS AND ELECTRIC FACILITIES TRANSFER AGREEMENT

PROVISIONS

- 20. EFFECTIVE DATE AND TERM.** This Agreement shall be binding when (a) the Agreement is signed by Transferor and delivered together with payment required to PG&E within ninety (90) days of issuance, and (b) the Agreement is accepted and executed by PG&E. The term of this Agreement shall then continue in force, subject to the termination provision of this Agreement.
- 21. INCORPORATION BY REFERENCE.** All Appendices or other attachments are incorporated by reference. For mobilehome parks, the terms of this Transfer Agreement are subject to the terms of Sections 2791 et. seq. of the Public Utilities Code.
- 22. SURVIVAL.** All representations and warranties by Transferor are ratified and affirmed as of the Transfer Date. Where the context permits, the terms and conditions of this Agreement shall survive termination.
- 23. ADDITIONAL TERMS AND CONDITIONS.** Appended to this Agreement, if applicable, includes additional terms and conditions associated with PG&E's acceptance of the transfer of ownership of the Facilities.
- 24. TITLE CONVEYANCE.** For good and valuable consideration, Transferor hereby transfers, grants, and conveys to PG&E, its successors and assigns, all of Transferor's rights, title, and interest in and to its Facilities, together with all necessary land and property rights for PG&E to own, operate and maintain the Facilities.
- 25. TITLE ACCEPTANCE.** When all of the above terms and conditions are met, to the standards set forth in Section 2 herein, the existing or new Facilities necessary will be accepted by PG&E in writing, for PG&E to own, operate and maintain. Upon PG&E's final acceptance of said installation in accordance with the referenced general conditions, Transferor hereby grants, sells and conveys to PG&E all its rights, title and interest in and to all materials installed.



GAS AND ELECTRIC FACILITIES TRANSFER AGREEMENT

REFERENCES

Order #: _____
SD #: _____
D&C #: _____
MLX #: _____
R/W #: _____

EXHIBIT C.1.

Incremental Base Annual Revenue Calculation Gas and/or Electric Facilities Transfer – Mobile Home Parks

GAS

ELECTRIC

I. ESTIMATED INCREMENTAL BASE ANNUAL REVENUE (DISCOUNT RATE)

A. Gas:

Master-Metered Account Number: _____
Master-Metered Rate Schedule: _____
Discount Rate/Day \$ _____ x # of Installed Spaces _____ x
365 Days/Year..... = \$ _____

Master-Metered Account Number: _____
Master-Metered Rate Schedule: _____
Discount Rate/Day \$ _____ x # of Installed Spaces _____ x
365 Days/Year..... = \$ _____

Master-Metered Account Number: _____
Master-Metered Rate Schedule: _____
Discount Rate/Day \$ _____ x # of Installed Spaces _____ x
365 Days/Year..... = \$ _____

Total Gas Incremental Base Annual Revenue From Discount Rate=\$ _____

B. Electric:

Master-Metered Account Number: _____
Master-Metered Rate Schedule: _____
Discount Rate/Day \$ _____ x # of Installed Spaces _____ x
365 Days/Year..... = \$ _____

Master-Metered Account Number: _____
Master-Metered Rate Schedule: _____
Discount Rate/Day \$ _____ x # of Installed Spaces _____ x
365 Days/Year..... = \$ _____

Master-Metered Account Number: _____
Master-Metered Rate Schedule: _____
Discount Rate/Day \$ _____ x # of Installed Spaces _____ x
365 Days/Year..... = \$ _____

Total Electric Incremental Base Annual Revenue From Discount Rate = \$ _____

II. PG&E'S SUPPORTED CAPITAL INVESTMENT

A. Gas:

Total Gas Incremental Base Annual Revenue (\$ _____ [I.A.])
(_____ [Cost-of-Service Factor])..... = \$ _____ ¹

B. Electric:

Total Electric Incremental Base Annual Revenue (\$ _____ [I.B.]) /
(_____ [Cost-of-Service Factor])..... = _____ ¹

¹ Enter gas and electric Incremental Base Annual Revenue amounts on Exhibit C.2., Section I.A.



GAS AND ELECTRIC FACILITIES TRANSFER AGREEMENT

REFERENCES

Order #: _____
SD #: _____
D&C #: _____
MLX #: _____
R/W #: _____

EXHIBIT C.1.

Incremental Base Annual Revenue Calculation Gas and/or Electric Facilities Transfer – Other Than Mobile Home Parks

GAS

ELECTRIC

I. ESTIMATED INCREMENTAL BASE ANNUAL REVENUE

A. Gas:

- 1) Rate Schedule: _____
Annual Energy Usage _____ (Therms) :
_____ (Base Energy Rate for Applicable Rate Schedule)..\$ _____
 - 2) Rate Schedule: _____
Annual Energy Usage _____ (Therms) x
_____ (Base Energy Rate for Applicable Rate Schedule)..\$ _____
 - 3) Rate Schedule: _____
Annual Energy Usage _____ (Therms) x
_____ (Base Energy Rate for Applicable Rate Schedule)..\$ _____
 - 4) _____ Mo. Customer Charge x 12 mos.....=\$ _____
- Total Gas Incremental Base Annual Revenue.....=\$ _____**

B. Electric:

- 1) Rate Schedule: _____
Annual Energy Usage _____ (kWh) x
_____ (Base Energy Rate for Applicable Rate Schedule).....\$ _____
 - 2) Rate Schedule: _____
Annual Energy Usage _____ (kWh) x
_____ (Base Energy Rate for Applicable Rate Schedule).....\$ _____
 - 3) Rate Schedule: _____
Annual Energy Usage _____ (kWh) x
_____ (Base Energy Rate for Applicable Rate Schedule).....\$ _____
 - 4) _____ Mo. Customer Charge + _____ Mo. Demand Charge x 12 mos.\$ _____
- Total Electric Incremental Base Annual Revenue.....=\$ _____**

II. PG&E'S SUPPORTED CAPITAL INVESTMENT

A. Gas:

Total Gas Incremental Base Annual Revenue (\$ _____ [I.A.]) /
(_____ [Cost-of-Service Factor]).....=\$ _____ ¹

B. Electric:

Total Electric Incremental Base Annual Revenue (\$ _____ [I.B.]) /
(_____ [Cost-of-Service Factor]).....=\$ _____

1

¹ Enter gas and electric Incremental Base Annual Revenue amounts on Exhibit C.2., Section I.A.



GAS AND ELECTRIC FACILITIES TRANSFER AGREEMENT

REFERENCES

Order #: _____

SD #: _____

D&C #: _____

MLX #: _____

R/W #: _____

EXHIBIT C.2.

Economic Analysis and Payment Computations

	<u>GAS</u>	<u>ELECTRIC</u>
I. INVESTMENT AMOUNT AVAILABLE FOR TRANSFER		
A. PG&E's Supported Capital Investment.....	\$ _____	¹ _____
B. Less PG&E's Current Investment Costs (if any)	- _____	_____
C. Investment Amount Available for Transfer (I.A. - I.B.).....	= \$ _____	_____
II. TRANSFEROR'S REFUNDABLE CASH PAYMENT		
A. Appraised Value of Transferor's Refundable Facilities (Exhibit A.) \$	_____	_____
B. Less Investment Amount Available for Transfer (I.C.).....	- _____	_____
C. Less Contribution by Other Utilities (if any)	- _____	_____
D. Unsupported Capital Contribution (II.A. - II.B. - II.C.).....	= _____	_____
E. ITCC Contribution (II.D. x ITCC % for Gas and ITCC % for Electric).....	_____	_____
F. Cost-of-Ownership Fund Calculation		
Gas:		
(\$ _____ [II.D.] x _____ [Present Worth Factor] x		
_____ % [Monthly Cost-of-Ownership %] x 12).....	+ _____	
Electric:		
(\$ _____ [II.D.] x _____ [Present Worth Factor] x		
_____ % [Monthly Cost-of-Ownership %] x 12).....		+ _____
G. Total Refundable Cash Payment (II.E + II.F.).....	= \$ _____	_____
III. TRANSFEROR'S NON-REFUNDABLE CASH PAYMENT		
A. Removal Costs.....	\$ _____	_____
B. Rearrangement Costs.....	+ _____	_____
C. Inspection Fees.....	+ _____	_____
D. ITCC ([III.A. + III.B. + III.C.] x ITCC %).....	+ _____	_____
E. Value of Electric Distribution Trench.....	\$ _____	_____
F. Value of Electric Distribution Conduit.....	+ _____	_____
G. ITCC on Value of Electric Distribution Trench and Conduit		
(III.E. + III.F.) x Electric ITCC %.....		+ _____
H. Total Non-Refundable Cash Payment		
(III.A. + III.B. + III.C. + III.D. + III.G.).....	= \$ _____	_____
IV. PAYMENT SUMMARY		
A. Investment Amount Available for Transfer (Lesser of I.C. or II.A.)\$	_____	_____
B. Less Refundable Cash Payment (II.G.).....	- _____	_____
C. Less Non-Refundable Cash Payment (III.H.).....	- _____	_____
V. TOTAL PAYMENT (IV.A. - IV.B. - IV.C. [Gas] + IV.A. - IV. B. - IV.C. [Electric]).....	\$ _____	_____
(In Addition to Conveyance), (If Positive, PG&E Pays Transferor)		

¹ Enter gas and electric Incremental Base Annual Revenue amounts from Exhibit C.1., Section II.A. & II.B.



Pacific Gas and Electric Company
San Francisco, California
U 39

Revised
Original
Cancelling

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

33005-E
26267-E

Electric Sample Form No. 62-3282
Request for Service

**Please Refer to Attached
Sample Form**

Advice Letter No: 4285-E
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed September 24, 2013
Effective October 24, 2013
Resolution No. _____

Issue Date: _____

By: _____

SA #: _____

: _____

REQUEST FOR SERVICE

(FOR USE ONLY WITH INTERIM SERVICE AGREEMENT)

The undersigned requests that gas and/or electric service be started at this service address:

House No. _____ Street _____ Apt. No. _____ City _____

Effective on (must allow three working days): _____

Month

Day

Year

Please note: Request will be worked within three working days of receipt by PG&E. Appointment date should be requested a minimum of three working days in advance and should not be scheduled for a Saturday, Sunday or holiday. Four-hour appointment time frames will be accommodated only if resources are available. If resources are unavailable on the date or time requested, appointments will be scheduled as an all day (8 a.m. to 8 p.m.) appointment.

In the event that the gas and/or electric commodity are physically off, access to the main breaker and/or gas appliances must be provided on the date of the appointment. Is there any reason PG&E would not be able to access our equipment or your gas appliances to complete this request (e.g., locked gate or dog)? ☐ Yes ☐ No

If Yes, please explain: _____

The following information is required to establish the above utility service: (Please Print)

Your Name: _____

First

Middle

Last

Mailing Address (if different from service address):

Telephone Numbers (include area code and extension):

Home _____ Business _____

Email Address:

Previous Address:

House No. _____ Street _____ Apt. No. _____ City _____

How Long? _____ Was PG&E service in your name? ☐ Yes ☐ No

If yes, has it been turned off? ☐ Yes ☐ No Approximate Date: _____

(Any outstanding balance will be included in your initial bill at the new service address.) Month _____ Day _____ Year _____

If no, do you want it turned off? ☐ Yes ☐ No _____

Month

Day

Year

Social Security Number: _____

(In order to start service it may be necessary to perform a credit check to determine whether or not security is required. If security is required, it will be included on your bill. If the Social Security Number is not provided, security will be required and also included on your bill.)

If applicable, name of spouse or domestic partner: _____

Please note: Copies of applicable rates and rules are available online at <http://www.pge.com/tariffs/>. You will receive rate information in the mail.

Please call our toll-free customer service number (800) 743-5000 if you would like to change your rate or customer information.

Signature of applicant(s): _____ Date: _____

FAX TO: 1-800-399-0213



Pacific Gas and Electric Company
San Francisco, California
U 39

Revised
Cancelling Revised

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

33006-E
18977-E

Electric Sample Form No. 62-3481
Medical Baseline Allowance Application

**Please Refer to Attached
Sample Form**

Advice Letter No: 4285-E
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed September 24, 2013
Effective October 24, 2013
Resolution No. _____



Medical Baseline Allowance Application

For Medical Baseline Enrollment and Re-Certification

STEP 1 Account and Customer Information (please print)

--	--	--	--	--	--	--	--	--	--

PG&E CUSTOMER ACCOUNT NO

CUSTOMER NAME (as it appears on PG&E bill)

MEDICAL BASELINE RESIDENT'S NAME (if different)

SERVICE ADDRESS

APT #

CITY

STATE

ZIP CODE

CUSTOMER MAILING ADDRESS (if different)

APT #

CITY

STATE

ZIP CODE

HOME PHONE #

WORK PHONE #

I understand that:

1. If the doctor certifies the resident's medical condition is permanent, PG&E will require completion of a form self-certifying continued resident's eligibility for Medical Baseline every two years.
2. If the doctor certifies the resident's medical condition is not permanent, PG&E will require completion of a form self-certifying continued resident's eligibility for Medical Baseline each year and completion of a new application with a doctor's certification every two years.
3. If the resident has a vision disability, I may contact PG&E to request special notification when either re-certification (to complete a new application with a doctor's certification) or self-certification forms are mailed.
4. PG&E cannot guarantee uninterrupted gas and electric service and I am responsible for making alternate arrangements in the event of a gas or electric outage.

STEP 2 For customers billed by someone other than PG&E

NAME OF MOBILE HOME OR APARTMENT COMPLEX

COMPLEX ADDRESS

COMPLEX MANAGER'S NAME

COMPLEX PHONE #

TENANT'S NAME

TENANT'S PHONE #

STEP 3 How would you prefer to be contacted in the event of a planned and/or unplanned outage?

Please check your PREFERRED method(s) for being contacted below and provide all of the relevant information next to your selection. (Select up to two methods). You will also continue to receive a letter by mail in certain outage situations.

PLANNED OUTAGE CONTACT PREFERENCE

- ☐ Call me by phone _____
- ☐ Contact me by TDD/TTY at phone _____
- ☐ Send me a text message at phone _____
- ☐ Send me an email at _____

UNPLANNED OUTAGE CONTACT PREFERENCE

- ☐ Call me by phone _____
- ☐ Contact me by TDD/TTY at phone _____
- ☐ Send me a text message at phone _____
- ☐ Send me an email at _____

STEP 4 Signature

I certify that the above information is correct. I also certify that the Medical Baseline resident lives full-time at this address, and requires or continues to require the Medical Baseline Allowance. I agree to allow PG&E to verify this information. I also agree to notify PG&E promptly if the qualified resident moves or Medical Baseline Allowance is no longer needed by the resident.

SIGN HERE

CUSTOMER SIGNATURE

DATE

The Standard Medical Baseline Allowance is 16,438 kWh of electricity and/or 0.82192 therms of natural gas per day, which is in addition to your daily standard Baseline Allocation. If this allowance does not meet your medical needs, please contact PG&E at 1-800-743-5000 to discuss additional amounts.

continued on back

STEP 5 To be completed by a licensed Medical Doctor (M.D.) or Doctor of Osteopathy (D.O.)

I certify that the medical condition and needs of my patient (please print):

LAST NAME

FIRST NAME

1. Requires use of a life-support device* (check one)

☐ Yes ☐ No

The following life-support device(s) is/are used in the above named patient's home:

Device: _____ ☐ Electricity ☐ Gas

Device: _____ ☐ Electricity ☐ Gas

Device: _____ ☐ Electricity ☐ Gas

*A qualifying life-support device is any medical device used to sustain life or is relied upon for mobility. This device must run on gas or electricity supplied by PG&E. It includes, but is not limited to, respirators (oxygen concentrators), iron lungs, hemodialysis machines, suction machines, electric nerve stimulators, pressure pads and pumps, aerosol tents, electrostatic and ultrasonic nebulizers, compressors, IPPB machines, kidney dialysis machines, and motorized wheelchairs. **Devices used for therapy rather than life-support do not qualify.**

2. Requires heating and cooling:

Standard Medical Baseline Allowances are available for heating and/or cooling if patient is Paraplegic, Quadriplegic, Hemiplegic, has Multiple Sclerosis or Scleroderma. Standard Medical Baseline Allowances are also available if patient has a compromised immune system, life threatening illness, or any other condition for which **additional heating or cooling is medically necessary to sustain the person's life or prevent deterioration of the person's medical condition.**

Requires Standard Medical Baseline Allowance for **heating**: (check one) ☐ Yes ☐ No

Requires Standard Medical Baseline Allowance for **cooling**: (check one) ☐ Yes ☐ No

3. I certify that the life support device(s) and/or additional heating or cooling will be required for approximately: (complete one)

☐ No. of Years _____ or ☐ Permanently

DOCTOR'S NAME

PHONE #

OFFICE ADDRESS

CITY

STATE

ZIP CODE

MD/DO CALIFORNIA STATE LICENSE OR MILITARY LICENSE NUMBER

SIGNATURE OF DOCTOR

DATE

Mail application to:

PG&E
Credit and Records Center
Medical Baseline
P.O. Box 8329
Stockton, CA 95208

UTILITY USE ONLY

Date Received: _____

Medical Baseline Allocation:

☐ Electric unit(s) ☐ Gas unit(s)

Recertification:

☐ Self-certify every 2 years

☐ Self-certify annually; Doctor's certification every 2 years



Solicitud de Extensión de la Tarifa Básica Asignada por Razones Médicas

Para inscribirse en dicha extensión y renovar la certificación

PASO 1 Información del cliente (por favor escriba en letra de imprenta)

--	--	--	--	--	--	--	--	--	--

NO. DE LA CUENTA DEL CLIENTE DE PG&E

NOMBRE DEL CLIENTE (como aparece en su factura de PG&E)

NOMBRE DEL CLIENTE al que se extiende la tarifa básica por razones médicas (si es diferente)

DIRECCIÓN DONDE SE PRESTA SERVICIO

NO. DEL DEPARTAMENTO

CIUDAD

ESTADO

CÓDIGO POSTAL

DIRECCIÓN POSTAL DEL CLIENTE (si es diferente)

NO. DEL DEPARTAMENTO

CIUDAD

ESTADO

CÓDIGO POSTAL

NO. DE TELÉFONO DEL HOGAR

NO. DE TELÉFONO DEL TRABAJO

Entiendo que:

1. Si el médico certifica que la condición médica del residente es permanente, PG&E requerirá que cada dos años se complete un formulario certificando que el residente aún reúne las condiciones para recibir la extensión de tarifa básica por razones médicas.
2. Si el médico certifica que la condición médica del residente no es permanente, PG&E requerirá que se complete un formulario cada año, certificando que el residente aún reúne las condiciones para recibir la extensión de tarifa básica por razones médicas y que cada dos años se complete una nueva solicitud con certificación del médico.
3. Si el residente tiene una incapacidad visual, me comunicaré con PG&E para solicitar el envío del formulario de renovación (completar una nueva solicitud con certificación del médico) o del formulario de auto certificación, en un formato especial.
4. PG&E no puede garantizar que el servicio de gas y electricidad no sea interrumpido, y es mi responsabilidad hacer planes alternativos en casos de interrupciones en el servicio de gas o electricidad.

PASO 4 Firma

Certifico que la información proporcionada es correcta. Certifico además que el residente al que se extiende la tarifa básica por razones médicas vive en esta dirección en forma permanente, y necesita o continua necesitando que se le extienda la tarifa básica. Doy permiso para que PG&E verifique esta información. **Me comprometo también a notificar inmediatamente a PG&E si el residente calificado se muda o ya no necesita la extensión de la tarifa básica por razones médicas.**

FIRME AQUÍ

FIRMA DEL CLIENTE

FECHA

La extensión estándar de la tarifa básica por razones médicas es de 16.438 kilovatios-hora de electricidad y/o 0.82192 termias de gas natural por día, lo cual es adicional a su cuota diaria. Si este subsidio no reúne sus necesidades médicas, por favor contáctese con PG&E llamando al 1-800-660-6789 para solicitar cantidades adicionales.

PASO 2 Para clientes facturados por otro que no sea PG&E

NOMBRE DEL CONJUNTO DE CASAS MÓVILES O DE APARTAMENTOS

DIRECCIÓN DEL CONJUNTO

NOMBRE DEL ADMINISTRADOR DEL COMPLEJO

NO. DE TELÉFONO DEL COMPLEJO

NOMBRE DEL INQUILINO

NO. DE TELÉFONO DEL INQUILINO

PASO 3 ¿Cómo prefiere ser contactado en caso de un apagón planeado y/o no planeado?

Por favor elija su(s) método(s) PREFERIDO(S) de contacto a continuación y provea toda la información de relevancia a un lado de su selección. (Seleccione hasta dos métodos). Usted también continuará recibiendo una carta por correo en ciertas situaciones de apagones.

PREFERENCIAS DE CONTACTO EN CASO DE INTERRUPTIONES DE SERVICIO PLANEADAS

- ☐ Llamarme por teléfono _____
- ☐ TDD/TTY: contactarme al teléfono _____
- ☐ Enviarme un texto al teléfono _____
- ☐ Enviarme un correo electrónico a _____

PREFERENCIAS DE CONTACTO EN CASO DE INTERRUPTIONES DE SERVICIO NO PLANEADAS

- ☐ Llamarme por teléfono _____
- ☐ TDD/TTY: contactarme al teléfono _____
- ☐ Enviarme un texto al teléfono _____
- ☐ Enviarme un correo electrónico a _____

continúa al dorso

PASO 5 Para ser completado por un médico licenciado (M.D.) o un médico osteópata (D.O.)

Certifico que por su condición médica y sus necesidades, mi paciente (por favor escriba en letra de imprenta):

APELLIDO

NOMBRE

1. Requiere el uso de un dispositivo de soporte vital* (marque uno)

☐ Sí ☐ No

Los siguientes dispositivos de soporte vital son utilizados en el hogar del paciente antedicho:

Dispositivo: _____ ☐ Electricidad ☐ Gas

Dispositivo: _____ ☐ Electricidad ☐ Gas

Dispositivo: _____ ☐ Electricidad ☐ Gas

*Un dispositivo de soporte vital calificado es cualquier dispositivo médico utilizado para mantener signos vitales o en el que se confía para desplazarse. Este dispositivo debe alimentarse a gas o electricidad, abastecida por PG&E. Esto incluye, pero no se limita a, respiradores (concentradores de oxígeno), pulmones de acero, aparatos de hemodiálisis, aparatos de succión, estimuladores nerviosos eléctricos, almohadillas y bombas de presión, tiendas para inhalación de aerosol, nebulizadores electrostáticos y ultrasónicos, compresores, respiradores con presión positiva intermitente (IPPB, por sus siglas en inglés), aparatos para diálisis renal, y sillas de ruedas motorizadas. **No clasifican los dispositivos que se empleen para terapia en lugar de soporte vital.**

2. Requiere calefacción y refrigeración:

Las extensiones estándar de tarifa básica por razones médicas se encuentran disponibles para calentar y/o enfriar si el paciente es parapléjico, cuadripléjico, hemipléjico, sufre de esclerosis múltiple, o esclerodermia. Estas extensiones también se encuentran disponibles para pacientes con sistemas inmunes comprometidos, enfermedades de riesgo mortal, o cualquier otra condición por la cual **calefacción o refrigeración adicional sea necesaria para mantener los signos vitales de una persona o evitar el deterioro de su condición médica.**

Necesita extensión estándar de la tarifa básica por razones médicas (**calefacción**): (marque uno) ☐ Sí ☐ No

Necesita extensión estándar de la tarifa básica por razones médicas (**refrigeración**) : (marque uno) ☐ Sí ☐ No

3. Certifico que los dispositivos de soporte vital y/o calefacción o refrigeración adicional serán necesarios aproximadamente: (complete uno)

☐ No. de años _____ o ☐ Permanente

NOMBRE DEL MÉDICO

NO. DE TELÉFONO

DIRECCIÓN DEL CONSULTORIO

CIUDAD

ESTADO

CÓDIGO POSTAL

NÚMERO DE LICENCIA DEL ESTADO DE CALIFORNIA (MD/DO) O DE LICENCIA MILITAR

FIRMA DEL MÉDICO

FECHA

Envíe la solicitud a:

PG&E
Credit and Records Center
Medical Baseline
P.O. Box 8329
Stockton, CA 95208

UTILITY USE ONLY

Date Received: _____

Medical Baseline Allocation:

☐ Electric unit(s) ☐ Gas unit(s)

Recertification:

☐ Self-certify every 2 years

☐ Self-certify annually; Doctor's certification every 2 years



醫療能源輔助計劃申請表

用於報名及重新確認

第一步 帳戶及客戶資訊 (請端正填寫)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

PG&E帳戶號碼

客戶姓名 (帳單上的客戶姓名)

申請者姓名 (若不同的話)

住址 公寓單位 #

城市 州 郵區

客戶郵寄地址 (若不同的話) 公寓單位 #

城市 州 郵區

住家電話 # 工作電話 #

本人瞭解：

1. 如果醫生證明該居民的健康狀況是永久性的，PG&E要求申請者每兩年填寫一份表格，自我證明本人或該居民繼續有資格享用醫療能源輔助。
2. 如果醫生證明該居民的健康狀況是非永久性的，PG&E要求申請者每年填寫一份表格，自我證明本人或該居民繼續有資格享用醫療能源輔助，並且每兩年填寫一份有醫生證明的新申請表。
3. 如果該居民有視力障礙，本人可以跟PG&E聯絡，要求寄來特別格式的重新確認表格 (填寫有醫生證明的新申請表) 或自我確認表格。
4. PG&E不能保證天然氣及電力供應服務不中斷，本人負責在天然氣中斷時或停電情況下作出替代安排。

第二步 由PG&E以外人士開帳單的客

流動房屋或公寓大廈名稱

大廈地址

大廈負責人姓名 大廈電話 #

租客姓名 租客電話 #

第三步 遇上預知和/或未預計之天然氣中斷或停電，你想怎樣接得通知？

請於下方選擇你想我們聯絡你的方式，並於你的選擇旁提供所有相關資訊。(最多可選兩種方法)。某些天然氣中斷或停電情況，你仍將繼續接到郵件通知。

預知天然氣中斷或停電時希望得到通知的方式

- ☐ 打電話給我 _____
- ☐ 經TDD/TTY打電話聯絡我 _____
- ☐ 給我的電話發簡訊 _____
- ☐ 發電子郵件至 _____

未預計之天然氣中斷或停電希望得到通知的方式

- ☐ 打電話給我 _____
- ☐ 經TDD/TTY打電話聯絡我 _____
- ☐ 給我的電話發簡訊 _____
- ☐ 發電子郵件至 _____

第四步 簽名

本人證明以上資料正確無誤，並且證明申請醫療能源補助者全天住在該地址，仍需要醫療額外能源津貼。本人同意允許PG&E核實本資料。並且同意，如果合格的居民搬遷或該居民不再需要醫療額外能源津貼，立即通知PG&E。

於此處簽名

客戶簽名

日期

標準醫療能源額外津貼 每天16.438度電力及/或0.82192撒姆天然氣，這是你每天的標準底線配額之上的用量。如果該定量不能滿足你的醫療需要，請致電中文熱線1-800-893-9555跟PG&E聯絡，討論增加用量。

請於背面繼續

第五步 由持照醫生 (M.D.) 或整骨醫師 (D.O.) 填寫

本人證明下列病人的健康狀況及需要 (請端正填寫):

姓氏

名字

1. 需要使用生命維持設備* (選一個)

☐ 是 ☐ 否

上述病人的家裡使用下列生命維持設備:

設備: _____ ☐ 電力 ☐ 天然氣

設備: _____ ☐ 電力 ☐ 天然氣

設備: _____ ☐ 電力 ☐ 天然氣

*合資格的生命維持設備是指用於維持生命或依賴它來行動的任何醫療設備。該設備必須使用由PG&E供應的天然氣或電力。設備包括但不限於呼吸器(氧氣濃縮器)、鐵肺、血液透析機、抽吸機、電動神經刺激器、壓墊及壓泵、氣霧帷幕、靜電及超音波噴霧器、壓縮機、間歇正壓呼吸(IPPB)機、腎透析機及電動輪椅。用於物理治療而非維持生命的設備不合資格。

2. 需要暖氣及冷氣:

如果病人患有截癱、四肢麻痺、偏癱、多發性硬化症或硬皮病,可申請額外能源開動冷氣或暖氣。如果病人缺乏免疫系統、患有危害生命的疾病或任何其他狀況,在醫療上必須有額外的暖氣或冷氣來維持病人生命或防止病人健康狀況惡化,亦可享用此計劃。

需要額外暖氣:(選一個) ☐ 是 ☐ 否

需要額外冷氣:(選一個) ☐ 是 ☐ 否

3. 本人證明該生命維持設備及/或額外暖氣或冷气的需要時間大約是:(填寫一項)

☐ 年數 _____ 或 ☐ 永久

醫生姓名

電話號碼 #

醫務所地址

城市

州

郵區

MD/DO加州執照或軍隊執照號碼

醫生簽名

日期

將申請表寄到:

PG&E
Credit and Records Center
Medical Baseline
P.O. Box 8329
Stockton, CA 95208

UTILITY USE ONLY

Date Received: _____

Medical Baseline Allocation:

☐ Electric unit(s) ☐ Gas unit(s)

Recertification:

☐ Self-certify every 2 years

☐ Self-certify annually; Doctor's certification every 2 years



Pacific Gas and Electric Company
San Francisco, California
U 39

Cancelling Revised
Original

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

33007-E
11047-E

Electric Sample Form No. 62-4778
Cancellation of Contract

**Please Refer to Attached
Sample Form**

Advice Letter No: 4285-E
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed September 24, 2013
Effective October 24, 2013
Resolution No. _____



**Pacific Gas and
Electric Company®**

CANCELLATION OF CONTRACT

DISTRIBUTION:

- ☐ Customer
☐ Accounting
☐ Div. ES&E
☐ Other _____

REFERENCE:

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, and _____

do hereby mutually agree to cancel and do hereby cancel that certain contract entered
into between them under date of _____, _____, relating to
_____, located at

which cancellation shall be deemed effective as of _____, 20 _____.

Executed _____ day _____, _____

PACIFIC GAS AND ELECTRIC COMPANY

Customer

Authorized by (Signature)

Print Name

Title

Date

Mailing Address

Authorized by (Signature)

Print Name

Title

Date



Pacific Gas and Electric Company
San Francisco, California
U 39

Revised
Cancelling Original

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

33008-E
14148-E

Electric Sample Form No. 79-861
Electronic Data Interchange (EDI) - Trading Partner Agreement

(T)

**Please Refer to Attached
Sample Form**

Advice Letter No: 4285-E
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed September 24, 2013
Effective October 24, 2013
Resolution No. _____

- ☐ Customer (Original)
☐ Division (Original)
☐ Customer Billing (Copy)

ELECTRONIC DATA INTERCHANGE (EDI) – TRADING PARTNER AGREEMENT

THIS ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT (the "Agreement") is made as of _____, 20____ by and between _____, a _____ ("Trade Partner"), and Pacific Gas and Electric Company ("PG&E"), a California Corporation.

RECITALS

Trade Partner and PG&E desire to participate in the electronic transmittal and receipt data in agreed formats in substitution for conventional paper-based documents and to ensure such transactions are not legally invalid or unenforceable as a result of the use of available electronic technologies for the mutual benefits of the parties.

NOW THEREFORE, the parties, intending to be legally bound agree as follows:

1. Section 1 - Prerequisites

- 1.1. **Documents Standards:** Each party shall electronically transmit to or receive from the other party each of the transaction sets listed in the Appendix (collectively "Documents"), Documents include billings for utility service and payments which are (1) the electronically transmitted information delivered to Trade Partner from PG&E or to PG&E from Trade Partner, and (2) the non-electronically transmitted utility billings and payments transmitted during testing periods or equipment failures. All Documents shall be transmitted in accordance with the standards set forth in the Appendix.
- 1.2. **Scope of the Agreement** This Agreement shall govern and apply to all Documents and information related to transactions electronically transmitted from either party to the other.
- 1.3. **Third-Party Service Providers**
 - 1.3.1. Documents will be transmitted electronically to each party either directly or through any third-party service provider ("Provider") with which either party may contract on its own behalf. Either party may modify its election to use, not use or change its Provider upon thirty (30) days prior written notice.
 - 1.3.2. Each party shall be responsible for the costs and performance of any Provider with which it contracts, unless otherwise set forth in the Appendix.
- 1.4. **System Operations** Each party, at its own expense, shall provide and maintain the equipment, software, services and testing necessary to effectively and reliably transmit and receive Documents.
- 1.5. **Security Procedures** Each party shall properly use those security procedures, including those specified in the Appendix, if any, which are reasonably sufficient to ensure that all transmissions of Documents are authorized and to protect its business records and data from improper access.
- 1.6. **Signatures** Each party shall adopt as its signature an electronic identification consisting of symbol(s) or code(s), which are affixed to or contained in each Document transmitted by such party ("Signatures"). Each party agrees that any Signature of such party affixed to or contained in any transmitted Document shall be sufficient to verify such party originated such Document. Neither party shall disclose to any unauthorized person the Signatures of the other party.

ELECTRONIC DATA INTERCHANGE (EDI) – TRADING PARTNER AGREEMENT

2. Section 2 - Transmissions

- 2.1. **Proper Receipt** Documents shall not be deemed to have been properly received, and no Document shall give rise to any obligation, until accessible to the receiving party. Notwithstanding anything contained in this Agreement, electronic transfers by Trade Partner of funds denominated in U.S. currency to pay its PG&E billings for utility service will be credited against its utility bills when received by PG&E as provided in the Agreement.
- 2.2. **Verification** Upon proper receipt of any Document or any information related to the transaction, the receiving party shall properly transmit a functional acknowledgment in return within twenty-four (24) hours of receipt of any Document or any information related to the transaction, unless otherwise specified in the Appendix. A functional acknowledgment shall constitute conclusive evidence a Document has been properly received, A functional acknowledgment is not an acceptance or a status report.
- 2.3. **Acceptance** If acceptance of a Document is required by the Appendix, any such Document which has been properly received shall not give rise to any obligation unless and until the party initially transmitting such Document has properly received in return an Acceptance Document (as specified in the Appendix).
- 2.4. **Garbled Transmissions** If any properly transmitted Document is received in an unintelligible or garbled form the receiving party shall promptly notify the originating party (if identifiable from the received Document) in a reasonable manner. In the absence of such a notice, the originating party's records of the contents of such Document shall control, unless the identity of the originating party cannot be determined from the receiving Document.

3. Section 3 - Transaction Terms

- 3.1. **Terms and Conditions** This Agreement is to be considered part of any other written agreement incorporating it or referenced in the Appendix. Any transaction made pursuant to this Agreement and (any related communication) shall also be subject to the terms and conditions included in PG&E's applicable tariffs that may be approved by the CPUC from time to time. The parties acknowledge that the terms and conditions set forth in the tariffs may be inconsistent, or in conflict, but agree that any conflict or dispute that arises between the parties in connection with any such transaction will be resolved as if such transaction had been effected through application of the tariffs.
- 3.2. **Confidentiality** Documents and other communications related to transactions under the Agreement shall maintain the same confidential or non-confidential status (whichever is applicable) as they would have in the form of paper records.
- 3.3. **Validity, Enforceability**
- 3.3.1. This Agreement has been executed by the parties to evidence their mutual intent to create binding purchase and sale obligations pursuant to the electronic transmission and receipt of Documents specifying certain of the applicable terms.
- 3.3.2. The parties agree that correspondence and documents electronically transmitted pursuant to this Agreement shall be construed to be in conformance with all customer billing requirements set forth in PG&E's tariffs as approved by the California Public Utilities Commission (CPUC) for all purposes. Notwithstanding anything contained in Sections 2.1 or 2.3 herein, utility bills are due and payable as soon as PG&E initiates transmission to Trade Partner and will be considered past due If not paid within fifteen (15) days for non-residential accounts and nineteen (19) days for residential accounts after the date PG&E initiates the transmission. The Trade Partner will be governed by the payment requirements specified in PG&E's Gas and Electric Rules 8 and 11 and Gas Rule 23 (where applicable).

ELECTRONIC DATA INTERCHANGE (EDI) – TRADING PARTNER AGREEMENT

- 3.3.3. Any Document and any information related to the transaction properly transmitted pursuant to this Agreement shall be considered in connection with any transaction, any other written agreement described in Section 3.1, or this Agreement, to be a "writing" or "in writing" and any such Document when containing, or to which there is affixed, a Signature ("Signed Documents") shall be deemed for all purposes to have been "signed" and to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business.
- 3.3.4. The conduct of the parties pursuant to this Agreement including the use of Signed Documents properly transmitted pursuant to this Agreement shall, for all legal purposes, evidence a course of performance accepted by the parties in furtherance of this Agreement and any other agreement described in Section 3.1.
- 3.3.5. The parties agree not to contest the validity or enforceability of Signed Documents under the provisions of any applicable law relating to whether certain agreements are in writing and signed by the party to be bound thereby. Signed Documents, if introduced as evidence on paper in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Signed Documents under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Signed Documents were not originated or maintained in documentary form.

4. Section 4 - Miscellaneous

- 4.1. **Headings** Headings or titles of the provisions hereof are for convenience only and shall have no effect on the provisions of this Agreement.
- 4.2. **Termination** This Agreement shall remain in effect until terminated by either party with not less than thirty (30) days prior written notice, which notice shall specify the effective date of termination; provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under any Documents or otherwise under this Agreement prior to the effective date of termination.
- 4.3. **Severability** Any provision of this Agreement which is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.
- 4.4. **Entire Agreement** This Agreement and the Appendix constitute the complete agreement of the parties relating to the matters specified in this Agreement and supersede all prior representations or agreements, whether oral or written, with respect to such matters. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either party. No obligation to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon, the parties and their respective successors and assigns.
- 4.5. **Assignment** This Agreement or any rights or obligations hereunder, shall not be assigned by either party without the express written approval of the other party. Any assignment made without such consent shall be null and void. Performance of the Trade Partner's obligation under any transaction or billings for utility service may not be assigned by the Trade Partner without PG&E's express written approval: provided that such assignment shall not relieve the Trade Partner of any of its obligations under this Agreement. Any assignment which does not comply with the provisions of this section 4.5 shall be null and void.



ELECTRONIC DATA INTERCHANGE (EDI) – TRADING PARTNER AGREEMENT

- 4.6. **Conflict of Interests/Business Ethics** Trade Partner shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with PG&E's interest. Trade Partner or its employees shall not offer or cause to be offered gifts, entertainment, payments, loans or other services, benefits or consideration of more than a nominal value to PG&E's employees, their families, vendors, subcontractors or other third parties. Trade Partner shall immediately notify PG&E of any and all violations of this clause upon becoming aware of such violation.
- 4.7. **Non-Waiver** The waiver by either party of any breach of any term, covenant or condition contained in this Agreement or in a utility service billing, or any default in the payment of any obligation of any utility service billing rendered to the Trade Partner pursuant to this Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition or obligation. Nor shall any waiver of any incident of breach or default in payment constitute a continuing waiver of the same.
- 4.8. **Governing Law and Tariffs** This agreement shall be governed by and interpreted in accordance with the laws of the State of California and PG&E's tariffs filed with the California Public Utilities Commission (CPUC). This Agreement shall at all times be subject to any changes or modifications by the CPUC as said Commission may, from time to time, direct in the exercise of its jurisdiction.
- 4.9. **Force Majeure** No party shall be liable for any failure to perform its obligations in connection with any transaction or any Document, where such failure results from any act of God or other cause beyond such party's reasonable control (including, without limitation, any mechanical, electronic or communications failure) which prevents such party from transmitting or receiving any Documents.
- 4.10. **EXCLUSION OF DAMAGES** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING FROM OR AS A RESULT OF ANY DELAY, OMISSION, OR ERROR IN THE ELECTRONIC TRANSMISSION OR RECEIPT OF ANY DOCUMENTS PURSUANT TO THIS AGREEMENT. EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 4.11. **Notices**
- 4.11.1. **Transmittal of Notices of Discontinuance of Service for Nonpayment.** If Trade Partner's account becomes past due, notice of discontinuance of service for non-payment shall be given by mailing conventional CPUC-approved paper-based documents to the Trade Partner at the address specified herein via U.S. Mail, First Class, with postage prepaid.
- If Trade Partner is an authorized Core Transportation Agent (CTA) providing aggregation service under PG&E's Gas Rule 23, a copy of the notice of discontinuance of service for non-payment sent to Trade Partner will also be given to each customer in the Trade Partner's Core Transportation Group by mailing conventional CPUC-approved paper-based documents via U.S. Mail, First Class, with postage prepaid.
- 4.11.2. **Transmittal of CPUC-Required Notices to Trade Partner.** One copy of each notice PG&E is required to provide to the Trade Partner under applicable CPUC tariffs, rules, regulations or decisions, shall be mailed to the Trade Partner at the address specified herein via U.S. Mail, First Class, with postage prepaid.
- If Trade Partner is an authorized Core Transportation Agent (CTA) providing aggregation service under PG&E's Gas Rule 23, a copy of each notice PG&E is required to provide to individual customers in the Trade Partner's Core



ELECTRONIC DATA INTERCHANGE (EDI) – TRADING PARTNER AGREEMENT

Transportation Group under applicable CPUC tariffs, rules, regulations, or decisions, shall be mailed directly by PG&E to each customer via U.S. Mail, First Class, with postage prepaid.

- 4.11.3. Transmittal of All Other Notices. All other notices given herein shall be in writing and shall be given by certified, registered or first class mail or special delivery, postage prepaid, to the persons specified below:

PG and E: _____

Trade Partner: _____

5. Execution

PACIFIC GAS AND ELECTRIC COMPANY

(Trade Partner)

(Signature)

(Print Name)

(Title)

(Date)

(Signature)

(Print Name)

(Title)

(Date)

Appendix



ELECTRONIC DATA INTERCHANGE (EDI) – TRADING PARTNER AGREEMENT

APPENDIX

STANDARDS. The Trade Partner and PG&E agree that the American National Standards Institute (ANSI) Business Data interchange Standards (currently ANSI X12) shall be the standards for the exchange of EDI transmissions between the parties.

Non-electronically transmitted documents will be sent by certified, registered or first class mail or special delivery, postage prepaid.

DOCUMENTS. Documents include, but are not limited to, the following transaction(s):

Transaction Set Number	Document Name or Description
-	
-	
-	
-	

GUIDELINES

Maintenance of Document Log. Each of the parties agrees to maintain a complete document log of all communications sent and received to and from the other party without any modification. Documents contained in such document logs shall be retrievable in readable form. Each party shall store said document log for a period of four years and shall make it available to the other party upon request.

THIRD PARTY SERVICE PROVIDERS

Trade Partner:

Name	Address	Telephone No.
------	---------	---------------

Pacific Gas and Electric Company:

Name	Address	Telephone No.
------	---------	---------------

ALLOCATION OF PROVIDER COSTS Each party shall, at its own expense, arrange with a third party "value added network" (VAN) for an electronic mailbox (mailbox) to which documents can be transmitted by the other party. The parties may change their VAN and mailbox upon 30 days prior written notice to the other party. Trade Partner and PG&E agree that each party will pay its respective costs for their mailbox, the services of a VAN and any other fees, charges, or costs relating to each party's respective use of EDI and the transmission of documents to the other party's mailbox. In the event that either party terminates this Agreement or ceases to use EDI, such party shall not become responsible as a result of such termination or otherwise for the other party's expenses relating to the use of EDI.

ELECTRONIC DATA INTERCHANGE (EDI) – TRADING PARTNER AGREEMENT

APPENDIX

SECURITY PROCEDURES Each party shall properly use such security procedures, including any specified below and incorporated hereto by this reference, as are reasonably necessary to insure that all transmissions of documents are authorized and to protect business records and data from improper access by third parties

EXISTING AGREEMENTS

TERMS AND CONDITIONS FOR TESTING PERIOD. To facilitate the process of evaluating the feasibility of the EDI service, Trade Partner and PG&E may enter into a test of the EDI service.

By entering into a test, PG&E and Trade Partner agree to the following:

1. **Test Period:** The test period will be for a period of one hundred eighty (180) days or less and will commence with the date of the initial transmission of documents from PG&E to the Trade Partner's electronic mailbox.
2. **Test Accounts:** Trade Partner agrees to convert six (6) to twenty (20) of their PG&E customer accounts for the purpose of this test. Trade Partner understands and agrees that this conversion could necessitate the removal of these accounts from other optional billing or payment programs offered by PG&E.
3. **Transaction Sets** Each party agrees to send and receive test documents using the transaction sets listed in the "Documents" section of this Appendix.
4. **Personnel Services** PG&E will provide, without charge, a maximum of sixteen (16) hours of assistance to the Trade Partner's designated EDI technical support staff. Upon Trade Partner's request, PG&E is willing to provide additional assistance beyond the initial sixteen (16) hours, at the rate of \$_____per hour. Trade Partner will be billed monthly for services rendered hereunder. Each invoice will be payable upon receipt.
5. **Termination** The test may be terminated by either party at any time by giving written notification to the person(s) listed in Section 4.11.3 of this agreement and will be effective upon receipt.



Pacific Gas and Electric Company
San Francisco, California
U 39

Revised
Cancelling Original

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

33009-E
11566-E

Electric Sample Form No. 79-936
Deed of Conveyance

**Please Refer to Attached
Sample Form**

Advice Letter No: 4285-E
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed September 24, 2013
Effective October 24, 2013
Resolution No. _____



DEED OF CONVEYANCE

DISTRIBUTION

- ☐ Grantor
☐ PG&E Land
☐ PG&E Division
☐ _____

REFERENCES

PM#: _____
BD#: _____
SA#: _____

_____, (Grantor or Grantors),
does hereby grant, bargain, sell and convey to **PACIFIC GAS AND ELECTRIC COMPANY** (PG&E), a
California Corporation, its successors and assigns, free and clear of all liens and encumbrances, those
certain _____ facilities
(Gas/Electric, O.H./U.G. Transmission/Distribution/Communication)
now installed on or adjacent to Grantor's premises located at _____
_____, County of
_____, State of California, together with all necessary rights-
of-way and easements therefor, in the locations shown and delineated upon the sketch attached hereto
and made a part hereof and particularly described thereon.

Grantor(s) agrees to execute such other documents as PG&E may require to enable it to record the
rights-of-way and easements above granted.

This Deed of Conveyance shall be governed by and construed in accordance with the laws of the State
of California.

IN WITNESS WHEREOF, Grantor(s) have executed this Deed of Conveyance this _____ day
of _____, 20____.

Grantor

Authorized by (Print)

Signature

Title

Date

PACIFIC GAS AND ELECTRIC COMPANY

Authorized by (Print)

Signature

Title

Date



Pacific Gas and Electric Company
San Francisco, California
U 39

Revised
Cancelling Original

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

33010-E
11568-E

Electric Sample Form No. 79-938
Customer-Owned Streetlights PG&E Pole Contact Agreement

**Please Refer to Attached
Sample Form**

Advice Letter No: 4285-E
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed September 24, 2013
Effective October 24, 2013
Resolution No. _____



CUSTOMER-OWNED STREETLIGHTS PG&E POLE CONTACT AGREEMENT

DISTRIBUTION

- ☐ Applicant
- ☐ PG&E Division
- ☐ Tariffs Interpretations
- ☐ _____

REFERENCES

JOB #: _____

_____(Applicant)
has elected to enter into this Agreement with PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (PG&E).

PG&E owns, operates and maintains overhead electric distribution facilities located in geographic areas within the political jurisdiction of Applicant.

Applicant desires to enter into an agreement with PG&E that will (a) allow having that portion of the Applicant's existing streetlights to contact PG&E's distribution poles, and (b) specify conditions for future installation, operation, maintenance, use or removal of Applicant's streetlights. PG&E is willing to permit Applicant to have such pole contacts under the following terms and conditions:

1. POLE CONTACT PERMISSION.

- a. **Existing Streetlights** PG&E hereby gives Applicant general permission under the terms and conditions herein stated to contact, replace, operate, maintain, and use existing luminaires, lamps, photocells, support arms and service wiring facilities (hereinafter Equipment) installed on poles owned by PG&E or jointly owned by PG&E and others. Such permission covers all existing lights owned by the Applicant that are mounted on PG&E-owned poles, based on the most current billing records as of the date of this Agreement. However, specific permission for such streetlights must be in the form of pole Contact Permits for specific locations.
- b. **New Streetlights.** Applicant or Its contractor shall not install any new or additional equipment on PG&E's poles without first securing PG&E's written approval in the form of a Contact Permit for specific locations. Within thirty (30) days of receipts of the application, PG&E will either grant the permit or deny the permit and specify why the action cannot be taken. Upon the receipt of each such approved Contact Permit, Applicant shall have the right to install, operate, maintain and use the additional equipment on the poles specified in such permit and under the terms and conditions specified in this Agreement, (thereafter included as Equipment), which shall be considered a part of each such permit without regard to whether this Agreement is referred to in each Contact Permit.

2. **POLE CONTACT PERMITS.** PG&E will provide Contact Permits in the form attached and marked Exhibit A to Applicant for the specific locations involved, and shall charge no pole contact fee for each electric distribution pole covered under this contact Agreement unless such a fee is permitted in the future under authorization by the California Public Utilities Commission (Commission).

3. **PRIOR POLE CONTACT AGREEMENT.** This Agreement shall supersede any previous pole contact agreement between PG&E and the Applicant insofar as it may pertain to street lighting.

4. **PG&E REQUIREMENTS.** Facilities installed under this Agreement shall be subject to all of the provisions of the General Orders of the Commission, and PG&E's applicable tariff schedules on file with and authorized by the Commission and further shall at all times be subject to such changes or modifications as the Commission may, from time to time, direct in the exercise of its jurisdiction.

5. **SERVICE DELIVERY.** PG&E will supply electrical energy and service to streetlight equipment owned by Applicant in accordance with the provisions of rate Schedule LS-2 for customer-owned street and highway lighting.

CUSTOMER-OWNED STREETLIGHTS PG&E POLE CONTACT AGREEMENT

6. **WORK ON POLES.** Any person working on applicant-owned Equipment mounted on PG&E owned poles must be qualified to work on such Equipment in the vicinity of PG&E's energized conductors (i.e., Qualified Electrical Worker or performing work under the supervision of a Qualified Electrical Worker. See Title 8, Electrical Safety Orders, Section 2949). Any contractor used by Applicant to perform work on the Equipment contacting PG&E's distribution facilities shall be one previously approved by PG&E as qualified to perform such work, and shall meet the insurance requirements outlined in this Agreement. Upon request, PG&E will supply a list of approved contractors to Applicant.

All work on Applicant's Equipment installed on PG&E's poles shall be performed by Applicant's personnel or contractor operating from either a ladder or bucket truck. Direct climbing of PG&E-owned poles by Applicant's personnel or contractor is prohibited, unless access requires pole climbing by Applicant's authorized personnel qualified to climb.

7. **SAFETY PRECAUTIONS.** Applicant and PG&E shall perform all work in compliance with applicable federal, state and local laws, rules and regulations. Applicant shall inform all persons doing work on PG&E's facilities and insure that all work of non-PG&E employees is planned and conducted in a manner to safeguard persons and property from injury. Work performed in areas adjacent to PG&E's energized electric facilities also shall be performed in accordance with PG&E's established safety rules and practices, as shown on PG&E's Engineering Standard identified as Exhibit B attached, or as directed by PG&E. In no case shall Applicant have work performed above the height of the 120/240 volt secondary conductors on PG&E's facilities.
8. **INSURANCE REQUIREMENTS.** Applicant shall provide evidence to PG&E of insurance or self-insurance to secure the payment of Worker's Compensation in compliance with the Labor Code of California and, where applicable, shall secure payment of liability under any other similar applicable law. Upon request, Applicant shall provide PG&E evidence of insurance or self-insurance and shall cause any contractor performing work under this Agreement to procure and maintain in effect during the term of his work bodily injury liability insurance with limits of not less than \$2,000,000 combined single limit (including automobile) for bodily injury and property damage as a result of any one occurrence. Such contractor's insurance must be satisfactory to PG&E and shall guarantee Applicant's performance of the above indemnity obligation and shall also be endorsed to (a) include PG&E as an additional named insured insofar as this Agreement is concerned, (b) contain a cross-liability clause, and (c) provide that written notice shall be given to PG&E at least thirty (30) days prior to cancellation or material change in the form of such policies or endorsements. Upon request, Applicant will furnish PG&E with original copies of the policies and endorsements, PG&E shall have the right to inspect the original policies of such insurance.
9. **REARRANGEMENT FOR INSTALLATION.** If any rearrangement of or addition to PG&E's existing electric distribution facilities is required to permit Applicant to install Equipment on PG&E's poles, PG&E shall notify Applicant of the nature and PG&E's estimated cost of such work. If Applicant finds such cost acceptable, it shall notify PG&E by letter, including a purchase order number or equivalent authorization to reimburse PG&E for the cost of such work. PG&E shall, thereafter, complete the work within a reasonable time and bill Applicant.
10. **OTHER REARRANGEMENTS.** Should PG&E find it necessary to perform any work (removal, replacement or relocation) on its distribution poles on which Applicant maintains its Equipment, and such work is (a) requested by local governmental agencies, (b) requested by the State of California Department of Transportation (CalTrans), (c) needed to replace deteriorated poles, (d) caused by an emergency (storm damage, accidents, etc.), or (e) caused by the actions of a third party or parties outside of PG&E's control, Applicant shall, at its own expense, rearrange its Equipment as necessary, or remove, relocate, replace, or transfer its Equipment to substitute poles, if available, as designated by PG&E. PG&E will give Applicant thirty (30) days written notice for such necessary work, except in the case of an emergency, said notice may be delayed but for not more than (10) days after

CUSTOMER-OWNED STREETLIGHTS PG&E POLE CONTACT AGREEMENT

commencement of the emergency work. In the event that Applicant does not perform its work prior to PG&E's scheduled work, or in cases of emergency, PG&E may at the expense of Applicant perform such work or other associated work in connection with the Equipment that may be required for the operating needs of PG&E.

11. **SERVICE CONNECTION/DISCONNECTION.** Connection or disconnection of Applicant's service wires to PG&E's secondary conductors will be performed only by PG&E. This work shall be performed at Applicant's expense based on the flat cost table attached as Exhibit C. This table is subject to change and use by PG&E annually under this agreement, without formal amendment to this Agreement.
12. **EQUIPMENT REMOVAL** Applicant or its contractor may remove its Equipment from any poles hereunder upon giving ten (10) days advance written notice to PG&E; provided, however, in case of an emergency, said notice may be delayed but for not more than (10) days after commencement of the emergency work. Such notice shall be given by executing a Notice of Contract Removal in the form attached hereto as Exhibit D.
13. **EQUIPMENT ABANDONMENT.** Abandonment of any Equipment under this Agreement, at a location by Applicant shall terminate all of its rights and privileges at that location. Abandonment shall be presumed if any Equipment is not used for a three (3) month period, unless Applicant notifies PG&E in writing of a specific temporary period of disuse of its Equipment. In such instances, the Equipment will not be considered abandoned until three (3) months after the temporary disuse period has lapsed. After the expiration of such period, PG&E shall have the right to remove and retain possession of the Equipment, provided that at least thirty (30) days prior to such removal or possession, PG&E has mailed to Applicant written notice of its intention, and Applicant has neither responded nor commenced using the Equipment. PG&E has the right to collect from Applicant all expenses incurred for removal of such Equipment. Equipment shall not be considered in disuse for any period in which it is inoperable due to failure of electrical service to it, or failure of any component requiring repair or replacement until a reasonable opportunity has been given to Applicant to effect the repair or replacement. Nor shall Equipment be considered disused if it becomes inoperable and this condition is not made known to the Applicant in a timely manner.
14. **INDEMNIFICATION.** Applicant shall indemnify and hold harmless PG&E, its officers, agents and employees, against all loss, damage, expense and liability resulting from injury to or death of person, including but not limited to employees of PG&E, Applicant, or any third party, or any damage to property, including but not limited to, property of PG&E, Applicant, or any third party, arising out of or in any way connected with the performance of this Agreement and any and all construction activities however caused, except to the extent caused by the active negligence or willful misconduct of PG&E, its officers, agents and employees. Applicant will pay any cost that may be incurred by PG&E in enforcing this indemnity, including reasonable attorneys' fees.
15. **GENERAL WAIVER.** Should either party fail to enforce any specific provision of this Agreement, it shall not be deemed a general waiver or relinquishment by that party of any provision in this agreement-
16. **PAYMENT FOR WORK.** Any amount due from Applicant to PG&E for work performed under the provisions of this Agreement are payable in advance of PG&E commencing work, however, where prohibited by law, Applicant may pay the amount within a period of (30) days after the work is completed.

CUSTOMER-OWNED STREETLIGHTS PG&E POLE CONTACT AGREEMENT

17. **TERM OF AGREEMENT.** Notwithstanding any other provisions hereof, this Agreement shall be and remain in effect for an initial period of ten (10) years from the date of this Agreement, and shall extend thereafter for successive terms of one (1) year each, unless otherwise terminated by either party on not less than twelve (12) months advance written notice to the other party at the expiration of the initial or any subsequent term.
18. **OBLIGATION AFTER TERMINATION.** Any termination of Applicant's rights and privileges under this Agreement shall not relieve Applicant of any obligations, whether of indemnity or otherwise, which has accrued prior to such termination or completion of removal of Applicant's equipment, whichever is later, or which arises out of an occurrence happening prior thereto.
19. **ASSIGNMENT.** Applicant may assign this Agreement, in whole or part, only if PG&E consents in writing and the party to whom the Agreement is assigned (Assignee) agrees in writing to perform the obligations of Applicant hereunder and to be bound by this Agreement in all respects. Assignment of this Agreement shall not release Applicant from any of the obligations under this Agreement unless such a release is specifically agreed to in writing by PG&E and the Assignee. Such assignment, unless otherwise provided therein, shall be deemed to include Applicant's right to any refunds then unpaid or which may thereafter become payable.
20. **COMMISSION JURISDICTION.** This Agreement shall be subject to all of PG&E's tariff schedules on file with and authorized by the Commission and shall at all times be subject to such changes or modifications as the Commission may direct from time to time in the exercise of its jurisdiction. These may include, but are not limited to changes or modifications to monthly cost of ownership charges (higher or lower percentage rates), extension rules, and rate schedules.

Execution Date: _____, 20__

PACIFIC GAS AND ELECTRIC COMPANY

(Applicant)

(Signature)

(Type/Print Name)

(Title)

(Date)

(Signature)

(Type/Print Name)

(Title)

(Date)

Applicant's Mailing Address

Attachments

Exhibits A – Contact Permit Form
Exhibits B – Engineering Standards
Exhibits C – Flat Cost Table
Exhibits D – Notice of Contract Removal



CUSTOMER-OWNED STREETLIGHTS PG&E POLE CONTACT AGREEMENT

Exhibit A – Contact Permit

To: _____

Number: _____

Division: _____

Date: _____

Permission is requested to place attachments on the poles designated below in accordance with the terms and conditions of the agreement between _____ and Pacific Gas and Electric Company dated _____

Date Checked: _____

By: _____

By: _____

THE ABOVE PERMISSION IS HEREBY GRANTED

Date Checked: _____

Date: _____

By: _____

By: _____

Number of poles contacted under this Permit _____ Annual Rental \$ _____
each or \$ _____



CUSTOMER-OWNED STREETLIGHTS PG&E POLE CONTACT AGREEMENT

Exhibit B – Engineering Standards

2E1610

FIG. 4
Installation with Extended Rock Construction
with Service Drop Present

FIG. 5
Installation with No Service Drops Present
(See Note (a))

FIG. 6
Installation with Service Drops Present

MATERIAL: FURNISHED AND INSTALLED BY THE CUSTOMER

ITEM	DESCRIPTION
1	Luminaire and mounting bracket
2	Photoelectric Relay, Twist Lock Type
3	Conduit, 1/2", PVC, Schedule 80
4	Staple, Galvanized, 2 1/4" x 25/32" x 3/16"
5	Wire, #10, Solid Copper, PVC, 600 V.
6	Bolt, Mach. 5/8" x 10" Length
7	Lap Screw, 1/2" x 4" Length
8	Washer, 2 1/4" Sq. 5/8" Bolt Size
9	Identification

MATERIAL: FURNISHED AND INSTALLED BY P.G. & E.

ITEM	DESCRIPTION	DRAWING Number	Part	CODE
A	Rock, Extended, Secondary, 3-Spool	015187	1	31-6054
B	Conduit, 1/2", PVC, Schedule 80			36-0368
C	Conduit, 2", PVC, 100" Wall Thickness	021924		36-0234
D	Plumbers Tape, Galvanized			17-6024
E	Bolt, Mach. 5/8" x Length as req'd.	058778		19-5286
F	Washer, 2 1/4" Sq. 5/8" Bolt Size			30-5842
G	Connector, Alum., H-Type Compression	041010		30-5843
H	Connector, Cu., Split Bolt (For Cu Secondary to #10 Cu.)	015020		19-7156
I	Staple, Galvanized	021924		

Q For 1/0 Aluminum or ACSR Secondary to #10 Cu.
R For Aluminum Secondary Larger than 4/0 to #10 Cu. Make up tail of #10 Cu. to 1/0 Aluminum with a Code 30-5842 connector and insert end of 1/0 Aluminum in appropriate PG Clamp taken from Dwg. 028952.

AUTHORIZED MUNICIPALLY OWNED INSTALLATIONS (120 VOLT OPERATION)

APPROVED BY	REV.	DATE	DESCRIPTION	SUPV.	DWN.	CHKD.	APVD.
10	4-24-87		Revised Items A, C, D and H				
9	11-13-88		Chgd Dwg No. Items E and F. Rev Fig 5 & 6 min clearance.				
8	12-9-77		New Sheet. Former Sh. 4 made Sh. 5.				

ENGINEERING STANDARD

STREET LIGHT INSTALLATIONS ON WOOD POLES

DEPARTMENT OF ENGINEERING
PACIFIC GAS AND ELECTRIC COMPANY
SAN FRANCISCO, CALIFORNIA

SUPERSEDES

SUPERSEDED BY

SHEET NO. 3 OF SHEETS

DRAWING NUMBER
015132

REV.
10

DATE
1-20-47

SCALE

MICROFILM



CUSTOMER-OWNED STREETLIGHTS PG&E POLE CONTACT AGREEMENT

Exhibit C – Flat Cost Table

CUSTOMER OWNED STREET LIGHTS ON PG&E-OWNED POLES RATE SCHEDULE LS-2

Description	Charges
1. New Service Connection (single trip) - Load Less Than 2000 Watts	
2. Temporary Disconnect and Reconnect Service Wires (double trip)	
a. First light located within a single city or lighting district	
b. Each additional light located within a single city or lighting district worked at the same	
3. Relocation (remove and reinstall street light fixture, support arm, wiring, etc.) on wood pole (single trip)	
a. First light located within a single city or lighting district	
b. Each additional light located within a single city or lighting district worked at the same	
4. Permanent Disconnection: (single trip)	
a. Light installed 5 years or more	N/C
b. Light installed less than 5 years	
1) First light located within a single city or lighting district	
2) Each additional light located within a single city or lighting district worked at the same	

Note:

1. All charges shown above are subject to change annually by PG&E.
2. For connection and other charges for customer-owned streetlights NOT on PG&E-owned poles, refer to the special conditions of Schedule LS-2.



**CUSTOMER-OWNED STREETLIGHTS
PG&E POLE CONTACT AGREEMENT**

Exhibit D – Notice of Contact Removal

To: _____

Number: _____

Division: _____

Date: _____

The attachment on the poles designated below, as covered by Contact Permit No. _____
issued in accordance with the terms and conditions of the agreement between _____
_____ and Pacific Gas and Electric Company
dated _____, have been removed.

Date Checked: _____

By: _____

By: _____
(Title)

CONTACT REMOVAL ACKNOWLEDGED

Date Checked: _____

Date: _____

By: _____

By: _____

Number of poles vacated under this removal notice _____ Pay Free

Exchange Area _____



Pacific Gas and Electric Company
San Francisco, California
U 39

Revised
Cancelling Original

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

33011-E
14974-E

Electric Sample Form No. 79-954
Departing Load Competition Transition Charge Agreement

**Please Refer to Attached
Sample Form**

Advice Letter No: 4285-E
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed September 24, 2013
Effective October 24, 2013
Resolution No. _____

DEPARTING LOAD COMPETITION TRANSITION CHARGE AGREEMENT

This is an agreement, between _____,
(Customer), and PACIFIC GAS AND ELECTRIC COMPANY (PG&E), hereinafter referred
to individually as (Party) and collectively as (Parties). This agreement will be herein
referred to as "Agreement".

RECITALS

- A. On December 20, 1995, the California Public Utilities Commission ("CPUC"), issued D. 95-12-063 (as modified by D. 96-01-009) which, among other things, authorized PG&E to collect retail transition costs associated with electric restructuring. In its order, the Commission ruled that the Competition Transition Charge ("CTC") will be nonbypassable and will apply to retail customers of record on or after December 20, 1995.
- B. On September 23, 1996, Governor Wilson signed into law Assembly Bill (AB) 1890 (Statutes 1996, Ch. 854, codified primarily in various sections of the Public Utilities Code), which also affected the restructuring of the electric industry in California, including the collection of retail transition costs and other nonbypassable charges. Among other things, AB 1890 establishes:
 - (i) a nonbypassable CTC (Public Utilities Code Sections 367-368, 375-376);
 - (ii) certain exemptions to the CTC (Sections 372, 374);
 - (iii) nonbypassable charges for nuclear decommissioning (Section 379), recovery of Rate Reduction Bond principal, interest, and ongoing costs (Section 840(d)), and public purpose program costs (Sections 381-383) (hereinafter referred to as "other nonbypassable charges"); and
 - (iv) CTC responsibility for existing retail customers and for new electric consumers or loads located in PG&E's service territory as it existed on December 20, 1995, except for those new or incremental loads that might be met through a direct transaction and the transaction does not require the use of transmission or distribution facilities owned by PG&E (Section 369).
- C. On June 11, 1997, the CPUC issued D. 97-06-060 adopting a CTC Procedure for Departing Loads (hereinafter referred to as the "Departing Load CTC") and accepting the Departing Load CTC as an amendment to PG&E's Electric Tariff Preliminary Statement.
- D. Under the Departing Load CTC, customers that meet the requirements of Departing Load, as that term is defined in the Departing Load CTC Procedure, are required to make payments according to a Departing Load CTC Statement (which includes payments for CTC and other applicable nonbypassable charges) and to execute a Departing Load CTC agreement five days before such Customer discontinues or reduces purchases of electricity from PG&E and has its load or the reduced portion of its load met by an alternate supplier of electricity.

**DEPARTING LOAD COMPETITION
TRANSITION CHARGE AGREEMENT**

- E. Customer's premises and its current electrical load requirements are located at _____, County of _____, California.
Customer's PG&E account number (if applicable) is _____.

AGREEMENT

In consideration of the promises and mutual covenants and agreements contained herein, the Parties agree as follows:

1. Customer agrees that it is responsible for payment of its share of CTC and other nonbypassable charges as determined by the CPUC pursuant to Decision 97-06-060 and related orders in the Restructuring Proceeding.
2. Customer agrees to make ongoing monthly payments based on the Reference Period Load Profile described in customer's Departing Load CTC Statement (which includes payments for CTC and/or other applicable nonbypassable charges), a copy of which is attached hereto as Exhibit A, and assessed at the same rates of payment for CTC and/or other nonbypassable charges as are applicable each month under the electric rate schedule specified in that Departing Load CTC Statement, unless customer elects to supply reliable current metering information pursuant to the provisions in Section 5E of the Amended Preliminary Statement, and so indicates this election by initialing here:

[] Customer elects to make CTC and/or other nonbypassable charge payments based on current metering information

Customer shall pay to PG&E the monthly charge within 20 days of receipt of invoice.

3. Customer further agrees to make post-2001 CTC and/or other nonbypassable charge payments on either a final lump sum basis to become due and payable on or before April 1, 2002, or according to such other post-2001 periodic payments arrangements as are determined by a future CPUC proceeding addressing post-2001 CTC and other nonbypassable charge responsibility. Customer shall continue to pay all invoices to PG&E within 20 days of receipt of invoice.
4. The Agreement shall be effective as of the date that it is fully executed by Customer and PG&E, and will remain in effect until such time that Customer has paid to PG&E its full share of CTC and other nonbypassable charges as established by the CPUC.
5. This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in that exercise of its jurisdiction.

DEPARTING LOAD COMPETITION TRANSITION CHARGE AGREEMENT

6. 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 under this Agreement, shall not be deemed a waiver with respect to any subsequent default or matter arising in connection therewith. Any delay in asserting any right shall not be deemed a waiver of such right.
7. The Parties do not intend to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, covenant, obligation or undertaking herein.
8. Should any provision of this Agreement for any reason be declared invalid or unenforceable by final and unappealable order of any court or regulatory body having jurisdiction, such decision shall not affect the validity of the remaining portions, and the remaining portions shall remain in full force and effect as if this Agreement had been executed without the invalid portion.
9. This Agreement shall be interpreted, governed by, and construed under the laws of the State of California.
10. Ambiguities or uncertainties in the wording of this Agreement shall not be construed for or against either Party, but shall be construed in a manner that most accurately reflects the rulings and policy objectives of the CPUC in its orders establishing the CTC.
11. The signatories hereto represent that they have been appropriately authorized to enter into this Agreement.

	PACIFIC GAS AND ELECTRIC COMPANY
_____ (Customer)	_____
_____ (Signature)	_____ (Signature)
_____ (Type/Print Name)	_____ (Type/Print Name)
_____ (Title)	_____ (Title)
_____ (Date)	_____ (Date)



Pacific Gas and Electric Company
San Francisco, California
U 39

Revised
Cancelling Original

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

33012-E
14975-E

Electric Sample Form No. 79-955
Amendment to PG&E's Departing Load Competition Transition Charge Agreement
for Subsequently Obtained CTC Exemption

**Please Refer to Attached
Sample Form**

Advice Letter No: 4285-E
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed September 24, 2013
Effective October 24, 2013
Resolution No. _____

AMENDMENT TO PG&E'S DEPARTING LOAD COMPETITION TRANSITION CHARGE AGREEMENT FOR SUBSEQUENTLY OBTAINED CTC EXEMPTION

This Amendment to Pacific Gas and Electric Company's Departing Load Competition Transition Charge Agreement (the Agreement) between Pacific Gas and Electric Company (PG&E) and _____ (Customer) amends the Pacific Gas and Electric Company's Departing Load Competition Transition Charge Agreement entered into on or about _____ between Customer and PG&E.

RECITALS

- A. Customer and PG&E have previously entered into a Departing Load Competition Transition Charge Agreement, approved by the California Public Utilities Commission (the Commission), pursuant to the CTC procedure for departing loads approved by the Commission as amendments to PG&E's electric tariff preliminary statement.
- B. Subsequent to executing the Departing Load Competition Transition Charge Agreement, Customer obtained an exemption from the Competition Transition Charge.
- C. On _____, PG&E received a Notice of Assertion of CTC Exemption from Customer.

AGREEMENT

In consideration of the promises and mutual covenants and agreements contained herein, the parties agree as follows:

- 1. The Effective Date of the CTC Exemption is _____.
- 2. After the Effective Date of the CTC Exemption, Customer shall not be responsible for, and PG&E shall not bill Customer for, monthly payments of Customer's share of CTC.
- 3. Nothing in this Amendment relieves Customer of its obligation to pay CTC obligations incurred by Customer and billed by PG&E prior to the Effective Date of the CTC Exemption.
- 4. Nothing in this Amendment affects Customer's obligation to pay other nonbypassable charges under the Agreement or to make post-2001 CTC and/or other nonbypassable charge payments as provided in paragraph 3 of the Agreement.
- 5. This Amendment shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.



AMENDMENT TO PG&E'S DEPARTING LOAD COMPETITION TRANSITION CHARGE AGREEMENT FOR SUBSEQUENTLY OBTAINED CTC EXEMPTION

6. Any waiver at any time by either Party of its rights with respect to a default under this Amendment, or with respect to any other matter arising under this Amendment, shall not be deemed a waiver with respect to any subsequent default or matter arising in connection therewith. Any delay in asserting any right shall not be deemed a waiver of such right.
7. The Parties do not intend to create rights in, or to grant remedies to, any third party as a beneficiary of this Amendment or of any duty, covenant, obligation or undertaking herein.
8. Should any provision of this Amendment for any reason be declared invalid or unenforceable by final and unappealable order of any court or regulatory body having jurisdiction, such decision shall not affect the validity of the remaining portions, and the remaining portions shall remain in full force and effect as if this Amendment had been executed without the invalid portion.
9. This Amendment shall be interpreted, governed by, and construed under the laws of the State of California.
10. Ambiguities or uncertainties in the wording of this Amendment shall not be construed for or against either Party, but shall be construed in a manner that most accurately reflects the rulings and policy objectives of the CPUC in its orders establishing the CTC.
11. The signatories hereto represent that they have been appropriately authorized to enter into this Amendment.

(Customer)

(Signature)

(Type/Print Name)

(Title)

(Mailing Address)

PACIFIC GAS AND ELECTRIC COMPANY

(Signature)

(Type/Print Name)

(Title)

(Mailing Address)



Pacific Gas and Electric Company
San Francisco, California
U 39

Revised
Cancelling Original

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

33013-E
16195-E

Electric Sample Form No. 79-961
Dual Socket Metering Agreement

**Please Refer to Attached
Sample Form**

Advice Letter No: 4285-E
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed September 24, 2013
Effective October 24, 2013
Resolution No. _____



DUAL SOCKET METERING AGREEMENT

DISTRIBUTION

- ☐ Customer
- ☐ Division ES&S
- ☐ Customer Billing
- ☐ Capital Accounting
- ☐ CRT Metering
- ☐ _____

REFERENCES

SA# _____

THIS DUAL SOCKET METERING AGREEMENT is made by **PACIFIC GAS AND ELECTRIC COMPANY**, a California corporation, (PG&E) and _____ (Customer) (individually "Party" and jointly "the Parties").

The installation by PG&E of dual socket metering under this Agreement is pursuant to PG&E's electric tariff rules and rate schedules, of which this Agreement is a part. Customer agrees to abide by the requirements of PG&E's rules and rate schedules including the following terms and conditions:

1. Under this Agreement, PG&E shall perform all work necessary for installation at Customer's site(s) two meter sockets such that the PG&E meter can be installed and operated for purposes of Customer's bundled service and a second customer supplied meter (non-PG&E meter) can be installed in parallel with the PG&E meter to allow Customer access to its usage data (hereinafter "dual socket metering") The dual socket metering installed under this Agreement is located at various northern California locations and listed on Appendix A: "List of Customer Sites" which shall be updated from time-to-time by PG&E as sites are added or removed. Such updates shall not be considered an amendment to this Agreement and will not require the signature of either Party.
2. This Agreement shall be effective on _____, and shall continue from month to month unless terminated pursuant to the Parties' rights under this Agreement provided that, each party agrees to use reasonable efforts to give the non-terminating party at least 30 days' prior notice of any such termination.
 - a. If Customer elects Direct Access at any time during the term of this Agreement for any of the sites listed in Appendix A hereto, the Agreement will terminate for those sites effective on the date the customer's service converts to Direct Access. Use of Customer's dual socket metering installed under this Agreement for Direct Access purposes shall be governed by the Direct Access tariffs.
 - b. This Agreement shall be revoked in its entirety and terminated immediately if at any time during the term of the Agreement PG&E receives actual notice that such Agreement is prohibited by regulatory requirement, decision or order.
 - c. If this Agreement or Customer's exercise of it at any time interferes with the operations, practices or service of PG&E to or for any of its Customers, PG&E will immediately revoke this Agreement in whole or in part, or will terminate this Agreement, as is necessary to end such interference.
 - d. If Customer should default in performing any of the terms and conditions herein, or if Customer fails to conform to any new standards imposed by a legal or administrative body having jurisdiction, PG&E shall have the right to terminate this Agreement entirely.

DUAL SOCKET METERING AGREEMENT

- e. PG&E will bill Customer in advance of work performance, using its standard hourly tariffed labor rate, for its costs on a time-and-materials basis, or estimate thereof, for all costs associated with its performance of responsibilities under this Agreement, including labor, materials, shipping and administration costs. The scope of all work to be performed by PG&E under this Agreement will be specified according to Appendix B hereto (Work Performance Agreement). Revocation or termination of the Agreement in whole or in part shall not relieve Provider of any obligation (a) to pay charges incurred prior to such revocation, nor (b) to indemnify PG&E as provided in Section 14 herein. Customer agrees to pay an ownership cost, as specified in PG&E's Electric Rule 2, for all on-site dual socket metering facilities and equipment provided by PG&E hereunder. Customer agrees to pay on all advances or contributions any applicable Income Tax Component of Contributions (ITCC) at the rate set forth in PG&E's Preliminary Statement.

3. Installation of Dual Socket Metering:

- a. At Customer's request that dual socket metering be installed, PG&E shall configure, and rewire as necessary, Customer's site to allow a second non-PG&E meter to be installed in addition to the PG&E meter. The configuration of the site to accommodate this capability shall be at PG&E's discretion and can include, but not be limited to, use of a dual socket adapter or rewiring of the site and installation of a second socket. If the Customer's panel needs to be modified, Customer shall have the work performed by qualified personnel in accordance with all applicable codes and laws. Except for any panel modification, all work to install dual socket capability, and installation of the non-PG&E meter, shall be done by PG&E. All dual socket metering equipment, except for the non-PG&E meter, will be the property of PG&E. Except for panel modification, neither Customer nor its agents will be permitted to perform any onsite metering work in connection with dual socket metering including installation of the non-PG&E meter, removal of the non-PG&E meter or sealing work.
- b. The technical specifications of the non-PG&E meter shall be approved by PG&E before purchase by Customer. Once the non-PG&E meter has been approved by PG&E, Customer shall deliver the meter to PG&E prior to installation of dual socket capability.
- c. All programming of the non-PG&E meter shall be performed by Customer or its agents provided that neither Customer nor its agents may remove the non-PG&E meter nor any PG&E seals at the site.
- d. Prior to delivery of any non-PG&E meter to PG&E, PG&E will supply customer with a meter number to be affixed to the non-PG&E meter.

4. Retrieval of data from the non-PG&E meter

It is Customer's sole responsibility to install, provide, maintain and operate the communications infrastructure necessary to retrieve Customer's usage data from the non-PG&E meter. If retrieval requires a telephone line, Customer shall be responsible for the installation and operating costs of the telephone line. Such lines must be installed and in operating order prior to PG&E's installation of the dual socket metering at the Customer's site. Provided the line is operational, PG&E shall complete the connection to the non-PG&E meter.

DUAL SOCKET METERING AGREEMENT

5. Maintenance, testing, replacement, and removal of the Non-PG&E meter and dual socket metering

All maintenance, testing, replacement, and removal of the non-PG&E meter and dual socket metering shall be performed by PG&E only at the request of Customer. Operation of telecommunications lines and equipment to allow data retrieval from the non-PG&E meter shall be Customer's sole responsibility. If any meter work or maintenance work at the Customer's request requires remote interrogation or programming of meter, the Customer shall provide PG&E with necessary software, tools and password for accessing meter data.

6. Abandonment or removal of non-PG&E meter

If Customer wishes to terminate this agreement and remove the non-PG&E meter, it must provide PG&E with 30 days-notice. PG&E will remove the non-PG&E meter, at Customer's expense, and return it to Customer in the same condition as when it was removed. If Customer wishes to vacate the premises and transfer ownership of the non-PG&E meter to the new occupant of the site, the new occupant must execute an agreement with PG&E governing use of the meter prior to the change in title. If the new occupant has not executed a suitable agreement with PG&E, Customer agrees that unless Customer has made arrangements with PG&E to remove the non-PG&E meter at Customer's expense, the non-PG&E meter will be deemed abandoned and become the property of PG&E once Customer vacates the site.

7. PG&E shall make a reasonable attempt to provide the services described herein in a timely and expeditious manner. However, PG&E shall not be responsible for any delay in completion of its work resulting from any cause or condition beyond the control of PG&E. PG&E shall have the right to allocate material or labor resources to the construction or maintenance projects which it deems, in its sole discretion, most important to serve the needs of all of its customers. Any delay in service work for the Customer hereunder resulting from such allocation or reallocation of PG&E's resources shall be deemed to be beyond PG&E's control.
8. Customer is solely responsible for providing third-parties access to the non-PG&E meter and for usage of the data by Customer or by third parties. Such access shall not interfere with PG&E's reading of the PG&E meter for billing purposes. PG&E shall not be liable to Customer for any unauthorized retrieval of or misuse by a third party of data from the non-PG&E meter.
9. PG&E shall at all times during this Agreement continue to carry out all activities lawfully permitted or required under PG&E's tariffs, rules, CPUC regulations and requirements, and PG&E's business practices. Such activities shall include but not be limited to investigations of tampering or suspected energy theft and actions taken during emergencies or in the normal course of business. Customer agrees that PG&E shall not be obligated to perform such activities in any different manner from the way it performs these activities for customers without dual socket metering. Customer acknowledges that such activities by PG&E may affect the ability of Customer or a third-party to obtain data from the non-PG&E meter. Customer agrees that PG&E shall not be liable for any harm, detriment, or damage of any kind to Customer, or any other third party resulting from Customer or any third party being unable to access data from the non-PG&E meter.

DUAL SOCKET METERING AGREEMENT

10. This Agreement in no way relieves Customer from performing, nor obligates PG&E to perform construction and operation of Customer's communications network; negotiation or performance of any terms of any agreement between Customer and any third party regarding the frequency and accuracy of any interval usage data to be provided; communication of problems with such data delivery to Customer; or provision of back-up and emergency methods of data delivery to Customer in the event Customer's communications network fails.
11. Regardless of the manner in which the non-PG&E meter shall be attached to property owned by, or under lease to PG&E, the non-PG&E meter shall remain the property of the Customer and title shall remain in Customer. Customer's ownership of the non-PG&E meter shall not ripen into any title, or right in and to any PG&E property or equipment to which the non-PG&E meter is attached. Customer shall not permit any judgment or lien against it to encumber the non-PG&E meter and shall give PG&E immediate notice of any attempt to place a lien on the non-PG&E meter by any third person or party.
12. Customer shall not assign this Agreement to, nor permit the use of the non-PG&E meter by any third party without obtaining the prior express written consent of PG&E.
13. **Limitation of Liability**

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorneys' fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred, except as provided for in this Section. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever, whether in contract, tort or strict liability, except in the event of an action covered by the Indemnification provisions of Section 14 of this Agreement, in which event this Section 13 shall not be applicable.

14. **Indemnification**

Customer shall indemnify, defend and hold harmless PG&E, its officers, directors, agents, and employees, from and against all claims, demands, losses, damages, costs, expenses, and legal liability connected with or resulting from injury to or death of persons, including but not limited to employees of PG&E, Customer, or either Party's contractors or subcontractors; -injury to property of PG&E, Customer, or any third party, or to natural resources, or violation of any local, state or federal law or regulation, including but not limited to environmental laws or regulations, or strict liability imposed by any law or regulation; arising out of, related to, or in any way connected with Customer's performance of this Agreement, however caused, regardless of any strict liability or negligence of PG&E, whether active or passive, excepting only such claims, demands, losses, damages, costs, expenses, liability or violation of law or regulation as may be caused by the active negligence or willful misconduct of PG&E, its officers, agents, or employees. Customer acknowledges that any claims, demands, losses, damages, costs, expenses, and legal liability that arise out of, result from, or are in any way connected with the release or spill of any legally designated hazardous material or waste as a result of the work performed under this Agreement are expressly within the scope of this indemnity, and that the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial work, penalties, and fines arising from the violation of any local, state, or federal law or regulation, attorney's fees, disbursements, and other response costs are expressly within the scope of this indemnity.

DUAL SOCKET METERING AGREEMENT

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

15. The waiver by either party of any default in performance, or the failure to insist on strict performance, by the other of any covenant or duty herein shall not be construed as a waiver of any preceding or subsequent defaults of the same or other covenant or duty.
16. Each provision in this Agreement shall be considered separate and severable from every other provision herein; if any provision shall be held to be invalid by a court or regulatory or administrative body having jurisdiction, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties. In any event, the remaining provisions shall remain in effect and shall in no way be impaired thereby.
17. This Agreement shall be interpreted, governed by and construed in accordance with the laws of the State of California, and shall exclude any choice of law rules that direct the application of the laws of another jurisdiction, irrespective of the place of execution or of the order in which the signatures of the parties are affixed or of the place or places of performance. This Agreement shall at all times be subject to such changes and modifications by the California Public Utilities Commission as said Commission may direct, from time to time, in the exercise of its jurisdiction. Where the terms of this Agreement conflict with PG&E's filed tariffs or rules, PG&E's filed tariffs and rules govern. Except for matters and disputes with respect to which the Commission is the sole proper venue for dispute resolution pursuant to applicable law or this Agreement, the federal and state courts located in San Francisco County, California shall constitute the sole proper venue for resolution of any matter or dispute hereunder, and the Parties submit to the exclusive jurisdiction of such courts with respect to such matters and disputes.
18. If any monetary payment under this Agreement is not received by PG&E when due, such payment shall bear interest from the due date until received by PG&E at the lesser of (a) the rate set forth in PG&E's Electric Rule 7 section (c); or (b) the maximum rate permitted by law. Any change in said interest rate shall become effective on the same date on which a change in PG&E's Electric Rule 7 section (c) becomes effective _____.
19. This Agreement contains the entire agreement of the parties and cannot be modified or amended in any respect except by a writing executed by PG&E and Customer.
20. Any notice to be given in connection with this Agreement shall be in writing and may be served by personal delivery or be sent by certified mail, or by reputable courier service which provides written evidence of delivery, addressed as specified below, or to such other address as requested by either party in writing, in the manner specified herein. Delivery by facsimile shall not be considered sufficient notice under this Agreement. Notice shall be effective upon actual receipt or upon refusal to accept delivery.
21. PG&E provides the services hereunder as an accommodation to Provider and Customer and no warranty of merchantability of fitness for a particular use shall be implied by this Agreement.

DUAL SOCKET METERING AGREEMENT

IN WITNESS WHEREOF the parties have executed this Agreement this

_____ day of _____, 20_____.

PACIFIC GAS AND ELECTRIC COMPANY

Customer

Signature

Type/Print Name

Title

Date

Signature

Type/Print Name

Title

Date

LIST OF ATTACHMENTS

Appendix A: List Of Customer Sites

Appendix B: Agreement to Perform Tariff Schedule Related Work (Form 62-4527)



Pacific Gas and Electric Company
San Francisco, California
U 39

Revised
Cancelling Original

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

33014-E
20623-E

Electric Sample Form No. 79-995
Agreement for Customers Taking Service on Schedule E-31

**Please Refer to Attached
Sample Form**

Advice Letter No: 4285-E
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed September 24, 2013
Effective October 24, 2013
Resolution No. _____



AGREEMENT FOR CUSTOMERS TAKING SERVICE ON SCHEDULE E-31

DISTRIBUTION

- ☐ Customer
- ☐ ES&S
- ☐ Customer Billing
- ☐ Service Analysis
- ☐ _____

REFERENCES

SA#: _____

This Agreement for Customers Taking Service on Schedule E-31 (hereinafter "Agreement") is made between _____ ("Customer" or "the Customer"), a(n) _____ Corporation and PACIFIC GAS AND ELECTRIC COMPANY ("PG&E"), a California corporation. PG&E and the Customer will be referred to collectively herein as the "Parties" or individually as "Party." Customer is either: (a) an existing PG&E customer who, because of Schedule E-31, is declining an offer of retail electric service from a competing irrigation district ("Competitor") through the use of Competitor's transmission and/or distribution facilities and thus is choosing not to bypass PG&E's distribution system for retail delivery of electricity to the Customer's premises; or (b) a potential PG&E customer who is currently taking, or has the option to take, retail distribution service from Competitor but, because of Schedule E-31, has decided to take retail distribution service from PG&E. Customer's premises are located at _____ ("Premises").

This Agreement provides for a discount to be applied to Customer's otherwise-applicable PG&E rate schedule, to establish an average electric rate (net of commodity costs) competitive with the rate the Customer currently pays or would pay for obtaining electricity through [ne Competitor's distribution facilities ("Discount Percentage"). This discount is determined using the price calculations described in Section 1 below and is intended to respond to the potential for bypass of PG&E's distribution system by making PG&E's rates competitive with the rates offered by Competitor.

The Parties agree to the following terms and conditions:

AGREEMENT

1. **DISCOUNTED RATE:** The Customer's Discounted Rate under this Agreement will be calculated as follows:
 - a. **PG&E Average Non-Commodity Rate.** The PG&E Average Non-Commodity Rate is me projected annual PG&E revenue from the Customer (excluding commodity cost revenue and taxes and surcharges) divided by the Customer's projected annual usage in kilowatt-hours. The projected annual PG&E revenue is calculated by applying the non-commodity rates in the Customer's otherwise-applicable schedule to its historical billing determinants over the preceding twelve months. Customer's historical billing determinants will be adjusted for projected load change.
 - b. **Competitor's Average Non-Commodity Rate.** The Competitor's Average Non-Commodity Rate is calculated using the identical billing determinants in Section 1.a., above. The Competitor's tariff rates (or other documented non-tariff rate offer) are applied to billing determinants adjusted as appropriate to account for differences in Competitor's billing determinant definitions (e.g. seasons, time-of-use periods) to calculate total bundled annual revenue (excluding any applicable taxes and surcharges). An estimate of Customer's annual commodity cost is then subtracted from this amount, and the result is then divided by the Customer's projected total annual usage to obtain the Competitor's Average Non-Commodity Rate. PG&E will estimate the Customer's annual commodity cost based upon the generation rate component in PG&E's owe respective tariff as a proxy for what the Competitor would pay for its generation. After April 1, 2003, the generation rate in PG&E's rate schedule will be reduced by the energy surcharges provided in Schedule E-EPS to determine the generation portion of the rates.

AGREEMENT FOR CUSTOMERS TAKING SERVICE ON SCHEDULE E-31

The Competitor's Average Non-Commodity Rate will reflect all applicable out-of-pocket competitive transition and other non-bypassable charges that Customer would be obligated to and would itself pay PG&E upon departure, or in the case of a Customer currently taking service from the Competitor, is already paying to PG&E and/or would pay the competitor upon departure.

In situations where PG&E deems that the Competitor's tariff rates do not effectively represent the true electric costs that the Customer will encounter at its site due to receipt by the Customer of a written non-tariff rate offer from the Competitor, the non-tariff rate offer may be used to make this calculation.

- c. **Competitive Discount.** The Competitive Discount is calculated as the difference between the PG&E Average Non-Commodity Rate and the Competitor's Average Non-Commodity Rate. PG&E has the discretion to offer a larger discount (resulting in a lower price) if, in PG&E's business judgment, it is necessary to do so to retain or attract the Customer. However, PG&E may not discount the energy surcharges adopted by the Commission in D.01-01-018 and D.01-03-082 (as implemented in D.01-05-064).
- d. **PG&E Average Non-Commodity Rate (Net of Non-Bypassable Charges).** PG&E's Average Non-Commodity Rate (Net of Non-Bypassable Charges) is calculated by applying the functionally unbundled non-commodity rate components (except for the non-bypassable charges) in the Customer's otherwise-applicable rate schedule to the billing determinants in Section 1.a above, to calculate annual non-commodity revenue (net of non-bypassable charge revenue), then dividing by the Customer's annual usage.
- e. **Allowable Discount.** The Allowable Discount is calculated by reducing the Competitive Discount, if necessary, to ensure that the resulting discounted rate (i.e., the PG&E Average Non-Commodity Rate minus the Allowable Discount) can be no lower than the Marginal Transmission and Distribution Cost. If the Customer is located in the area described in P.U. Code Section 9610(b) (i.e., the 4-city area which PG&E proposed to sell to Modesto Irrigation District in 1997), then the resulting discounted rate can be no lower than 120 percent of the Marginal Transmission and Distribution Cost. Marginal Costs are defined in Section 7 of this Agreement.
- f. **Rate Discount Percentage.** The Rate Discount Percentage is the Allowable Discount expressed as a percentage of PG&E's Average Non-Commodity Rate (Net of Non-Bypassable Charges)
- g. **Discounted Rate.** The Discounted Rate is calculated by applying the Rate Discount Percentage to all non-commodity rate components (excluding non-bypassable charges). These discounted rate components, along with the other non-discounted billing components found in the Customer's otherwise-applicable rate schedule, shall be combined to establish the Customer's Schedule E-31 Rate.

The Discounted Rate will be subject to annual review and possible future modifications to ensure that the constraint described in Section 1.d above, continues to be met during the term of the Agreement.

Eligibility for Schedule E-31 does not depend in any way upon whether or not the customer takes bundled service from PG&E or purchases its energy from another supplier, and customers taking service under Schedule E-31 may switch their energy supplier as allowed under PG&E's Rule 22 and applicable tariffs. Since the discount calculation described in this section does not involve commodity/costs the amount of the

AGREEMENT FOR CUSTOMERS TAKING SERVICE ON SCHEDULE E-31

Schedule E-31 discount is the same regardless of whether the Customer takes bundled service from PG&E or purchases its energy from another supplier.

The Rate Discount Percentage is shown in Exhibit A to this Agreement. Customer's otherwise-applicable rate schedule is _____ (include voltage level _____).

2. INFORMATIONAL REQUIREMENTS

To qualify for service under this Agreement, Customer must first provide PG&E with the following information and demonstrate, to PG&E's satisfaction, the credibility of the same as it applies to the Premises:

- Written rate offer from Competitor or Competitor's tariff (in the case of a Customer already taking service from Competitor);
- Any other Customer cost or operational information that PG&E deems pertinent to the analysis.

Customer will sign under penalty of perjury, have notarized, and deliver to PG&E an affidavit attesting to the fact that the Customer has received a bona fide offer from an irrigation district at rates less than PG&E's tariffed rates (see Exhibit B). PG&E shall evaluate the information provided by Customer and any other available information and determine in its sole discretion whether Customer qualifies for this Agreement.

3. REQUIREMENT OF DELIVERY OF ELECTRICITY THROUGH PG&E'S SYSTEM

Customer shall use PG&E-delivered electricity for their total electrical load requirement throughout the term of this Agreement. Customer shall not use any electricity that is not delivered By PG&E unless the Customer is:

- utilizing emergency generation in the event of an outage;
- testing emergency generation facilities (not to exceed 10 hours per month); or
- given prior written permission by PG&E or similar operational events

If Customer utilizes any electricity not delivered by PG&E other than as provided above, PG&E may cancel this Agreement as specified in Section 9 ("Cancellation and Termination").

The Customer may choose to purchase energy from either PG&E in a bundled transaction or from another supplier, with the power delivered over PG&E lines via direct access arrangement.

GENERAL TERMS AND CONDITIONS

4. COMMENCEMENT DATE

The rate discount shall take effect no earlier than the date on which, in PG&E's judgment, the customer would have begun taking service from the Competitor ("Commencement Date"), or, in the case of a new Customer, the date the Customer begins taking PG&E distribution service. The Commencement Date for this Agreement is The Customer will be billed at the Discounted Rate on the Customer's first regular scheduled meter read Date after the "Commencement Date."

This Agreement must be fully executed prior to the Customer receiving the Discounted Rate.

AGREEMENT FOR CUSTOMERS TAKING SERVICE ON SCHEDULE E-31

5. TERM

This Agreement shall expire or _____, 20_____.

6. COMMISSION JURISDICTION

This Agreement shall be subject to all of PG&E's tariffs on file with, and authorized by, the California Public Utilities Commission (Commission) and shall at all times be subject to such changes or modifications as the Commission may direct from time to time in the exercise of its jurisdiction. Such action by the CPUC may be grounds for cancellation of this Agreement by either Party.

7. FLOOR PRICE

Over the term of this Agreement, the sum of the non-commodity charges collected by PG&E from the Customer, exclusive of any additional applicable taxes or surcharges and expressed in units of dollars per kilowatt-hour, shall net fall below the Floor Price defined as PG&E's total, distribution planning area-specific, marginal transmission and distribution cost, expressed in units of dollars per kilowatt-hour (or, if the Customer is located in the area described in P.U. Code Section 9610(b), 120 percent thereof. The marginal costs will be determined using the appropriate CPUC-approved methodologies for marginal costing purposes in effect at the time.

8. ANNUAL REVIEW

Once each calendar year, on or to March 31 PG&E shall compute the total Schedule E-31 revenue it has collected from the Customer during the preceding calendar year to ensure that PG&E has collected, at a minimum the annual revenue (or adjusted portion thereof, if the customer was not taking service on Schedule E-31 for the entire calendar year) associated with the Floor Price. The Parties agree that if the revenues collected during the preceding calendar year fall below the amount associated with the Floor Price Customer shall pay PG&E a lump sum equal to that shortfall amount. In no case however, shall the revenues paid exceed what the customer would pay on its otherwise-applicable schedule PG&E shall notify customer of any lump sum payment obligation as soon as possible according to Section 11 below, after it has completed its annual review. This payment; will be due and payable in full, without interest thirty (30) days after PG&E has notified the Customer in writing of its payment obligation.

If a shortfall occurs, and after all shortfall payments described above have been made by Customer, the Customer may request that PG&E simply bill the Customer at a rate equal to the Floor Price. PG&E will continue to do so until such time as the Customer's Discounted Rate exceeds the Floor Price at which time the Customer will once again be billed at the Discounted Rate established in this Agreement. This provision is intended to eliminate the potential for any future lump sum shortfall payments by the Customer.

9. CANCELLATION AND TERMINATION

The Customer may terminate this Agreement at any time prior to the end of its term by giving PG&E a minimum of thirty (30) days written notice of such termination. Upon such termination Customer shall be required to pay PG&E a liquidated damages payment as specified in Section 10. Notwithstanding the foregoing, Customer shall not be liable for liquidated damages if it terminates this Agreement due to a permanent plant or business closure at the Premises.

PG&E may cancel this Agreement upon thirty (30) days written notice to Customer if Customer uses electricity not delivered by PG&E to supply the electrical load at the Premises for a total of

AGREEMENT FOR CUSTOMERS TAKING SERVICE ON SCHEDULE E-31

1,080 hours during the term of this Agreement. In the event of the termination of this Agreement pursuant to this paragraph, Customer shall be liable to PG&E for liquidated damages in an amount calculated under Section 10.

Either Party may cancel this Agreement upon thirty (30) days written notice in the event any regulatory body or court of competent jurisdiction finds that a provision of this Agreement, or a portion thereof, is unenforceable or invalid and the canceling Party determines, in good faith, that the remaining provisions of this Agreement have been rendered unenforceable or disadvantageous; provided the written notice is made within 60 days of the date of the regulatory or court decision.

10. LIQUIDATED DAMAGES

PG&E's electric business is based upon furnishing services to its customers under its standard tariffs authorized by the CPUC. This Agreement provides a special rate and service level to Customer that is outside of the bounds of these standard tariffs. It will be extremely difficult for the Parties to identify the amounts of increased or additional costs attributable to Customer's termination of this Agreement. The liquidated damages payment is required to ensure that neither PG&E nor its ratepayers are financially or otherwise damaged if the Customer chooses to prematurely terminate this Agreement. Parties agree the liquidated damages specified herein are a reasonable approximation of damages which PG&E and its ratepayers may incur as a result of such termination, and that the damage amount does not represent a penalty.

The Customer shall not be liable for liquidated damages to the extent termination, automatic or otherwise, is due to permanent plant or business closure at the Premise.

Customer's liquidated damages payment, if applicable, will be due to PG&E within ninety (90) days of the date this Agreement is terminated. As of the date of termination, the liquidated damage payment amount shall be calculated as follows:

For termination within 30 months of the Commencement Date (i.e., one-half of the rate discount period):

The liquidated damages payment shall equal the net present value amount of the discount provided by PG&E to the Customer under this Agreement until and on the date of its termination.

For termination later than 30 months after the Commencement Date:

The liquidated damages payment shall equal the net present value amount of the discount provided by PG&E to the Customer under this Agreement, until and on the date of its termination, less that amount multiplied by the ratio of: (a) the number of months between the Commencement Date and the termination date minus 30 months: to (b) 30 months. This formula is mathematically expressed as follows:

$\text{Damages} = \text{Discount} - (\text{Discount} \times \text{Ratio}),$

where $\text{Ratio} = (\text{Commencement Date} - \text{Termination Date} - 30) / 30$

AGREEMENT FOR CUSTOMERS TAKING SERVICE ON SCHEDULE E-31

11. NOTICE

Any notice either PG&E or Customer may wish to give to the other must be in writing. Such notice must be either hand delivered, or sent by U.S. certified or registered mail postage prepaid, to the person designated to receive notice for the other Party, or to such other address as either may designate by written notice. Notices delivered by hand shall be deemed effective when delivered. Notices delivered by mail shall be deemed effective when received, as acknowledged by the receipt of the certified or registered mailing,

To: (Customer) _____

PG&E: Pacific Gas and Electric Company
Tariffs and Compliance
Mail Code H28H
P.O. Box 777000
San Francisco, CA 94177

12. SERVICE RELIABILITY

PG&E's standard for reliability of service for Customer shall be as dictated in PG&E's Electric Rule 14 or its successor, a copy of which is attached to this Agreement and incorporated by reference herein.

13. ASSIGNMENT

Customer may not assign this Agreement to a third party without the prior written permission of an authorized representative of PG&E. Any assignment is subject to any applicable CPUC authorization or regulation except as waived by the CPUC.

14. SEVERABILITY

In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforcement of the remaining provisions or portions thereof shall not be affected thereby; provided, however, that should either Party determine, in good faith, that such unenforceability or invalidity renders the remaining provisions of this Agreement economically infeasible or disadvantageous, such Party may terminate this Agreement upon thirty (30) days prior written notice to the other, provided such written notice is made within 60 days of the date of the court decision.

15. FORCE MAJEURE

Neither Party hereto shall be liable for any failure of performance, other than the continuing obligation to make payments due hereunder for periods prior to the event of force majeure, owing to causes beyond its reasonable control and the occurrence of which could not have been prevented by the exercise of due diligence. Refusal by either Party to accede to demands of laborers or labor unions that it considers unreasonable shall not deny it the benefits of this provision. If either Party hereto is unable, for any reason, to deliver or receive full or partial quantities of electricity contemplated by this Agreement due to force majeure, the Party so unable to perform shall promptly advise the other Party that such condition exists, and the Parties shall suspend operations under this Agreement to the extent dictated by the force majeure event, until

AGREEMENT FOR CUSTOMERS TAKING SERVICE ON SCHEDULE E-31

the event of force majeure is remedied and both Parties can once again deliver and receive electricity, respectively. Any force majeure event shall be remedied as far as possible with all reasonable dispatch. The term "force majeure" as employed herein shall include, but is not be limited to: acts of God; strikes or other industrial disturbances; acts of a public enemy; the direct or indirect effect of governmental orders actions, or interference civil disturbances; explosions; breakage of or accidents to machinery or power lines; power outages; the necessity of making repairs to or alterations of machinery or power lines; landslides; lighting; earthquakes; fires: storms; floods; and washouts. Force majeure shall not include financial considerations.

16. NO INCIDENTAL OR CONSEQUENTIAL DAMAGES

PG&E shall not be liable for any incidental special or consequential damages, including but not limited to lost profits and loss of power related in any way with the performance of either Party under this Agreement.

17. WAIVER

A waiver by either Party or any one or more defaults by the other hereunder shall not operate as a waiver of any future default or defaults, whether of a like or of a different character.

18. SURVIVAL

The provisions of this Agreement which by their nature should survive expiration, cancellation or other termination of this Agreement, including but not limited to provisions regarding financial obligations, shall survive such expiration, cancellation or other termination.

IN WITNESS THEREOF, the Parties have executed this Agreement in multiple originals of equal dignity by their respective duly authorized representatives.

Executed this _____ day of _____, 20_____

PACIFIC GAS AND ELECTRIC COMPANY

(Customer)

(Customer)

(Signature)

(Signature)

(Type/Print Name)

(Type/Print Name)

(Title)

(Title)

Attachments: Exhibit A
 Exhibit B
 Electric Rule 14



**AGREEMENT FOR CUSTOMERS
TAKING SERVICE ON SCHEDULE E-31**
Exhibit A – Discount Amount Worksheet

1. PG&E's Average Non-Commodity Rate (\$/kWh)

(Under otherwise-applicable rate schedule attach calculation)

2. Competitor's Average Non-Commodity Rate (\$/kWh)

(Reference Competitor's tariff or other written offer, including out-of-pocket non-bypassable charges that customer would pay; attach calculation)

3. Competitive Discount (\$/kWh)

(Item 1 minus Item 2)

4. PG&E's Average Non-Commodity Rate (Net of Non-bypassable Charges) (\$/kWh)

(Under otherwise-applicable rate schedule: attach calculation)

5. Allowable Discount (\$/kWh)

(Matching Discount adjusted to account for constraints on discounting; attach calculation)

6. Rate Discount Percentage (%)

(Item 5 divided by Item 4)



**AGREEMENT FOR CUSTOMERS
TAKING SERVICE ON SCHEDULE E-31**

**Exhibit B – Affidavit Regarding Receipt of Bona
Fide Offer from An Irrigation District**

Under perjury, I, _____, hereby state:

I am the _____, of _____
(Title) (Parent Company)

a _____ corporation, and am authorized to make this affidavit
(State)

on behalf of _____ ("Company").
(Company)

Pacific Gas and Electric Company (PG&E) and Company propose to enter into an agreement under which PG&E would deliver electric service to Company's Premises. This Proposed Agreement for Customers Taking Service on Schedule E-31 ("Agreement") conveys PG&E's offer of an electric service pricing discount at Company's premises, if Company decides not to take (or continue to take) delivery of electricity at its Premises through Competitor's proposed distribution facilities. The current electric load already being served to the Company by PG&E (or to be served by PG&E by the year _____), which could be (or currently is) served by Competitor's proposed system, is approximately _____ kWh/yr.

Premises Location _____

Company has decided not to proceed with receiving (or to continue receiving) electric service from the Competitor's distribution facilities at this time. Furthermore, the Company has received a bona fide offer from an irrigation district at rates less than PG&E's tariffed rates.

Executed at _____, California, this _____ day of _____, 20____.

Notarized by:

(enter full Company name)

By: _____

Title: _____



Pacific Gas and Electric Company
San Francisco, California
U 39

Revised
Cancelling Original

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

33015-E
23914-E*

ELECTRIC SAMPLE FORM NO. 79-1013
NEW MUNICIPAL DEPARTING LOAD
NONBYPASSABLE CHARGE STATEMENT

**Please Refer to Attached
Sample Form**

Advice Letter No: 4285-E
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed September 24, 2013
Effective October 24, 2013
Resolution No. _____



NEW MUNICIPAL DEPARTING LOAD NONBYPASSABLE CHARGE STATEMENT

Consumer Name: _____

Service Address: _____

PG&E Account ID number: _____

PG&E Departing Load Service Agreement number: _____

The consumer identified above (Consumer) has load that qualifies as New Municipal Departing Load as defined in Pacific Gas and Electric Company's (PG&E's) Rate Schedule E-NMDL. This New Municipal Departing Load Charge Statement confirms: (1) Consumer's billing determinants; (2) Consumer's otherwise applicable electric rate schedule; (3) nonbypassable charges which the Consumer is exempt from paying; and (4) nonbypassable charges which the Consumer is obligated to pay.

Date notice received by PG&E, or in the case of no notice from Consumer, date Consumer began taking gas service from PG&E but not electric service: _____.

(1) Consumer's Billing Determinants:

Consumer has indicated to PG&E that its billing determinants **going forward** shall be based on the option shown below. If the Consumer did not indicate a preference, option A was selected on the Consumer's behalf.

- A. PG&E's estimate of consumer's New Municipal Departing Load based on data for similar PG&E customers.
- B. Last 12 months usage history as recorded by the POU serving the Consumer
- C. Future metered usage, subject to the metering provisions described in Section 4.a. of PG&E's Schedule E-NMDL.

Consumer has also indicated to PG&E that its **retroactive** billing determinants shall be based on the option shown below. If the Consumer did not indicate a preference, option A was selected on the Consumer's behalf.

- A. PG&E's estimate of Consumer's New Municipal Departing Load based on data for similar PG&E customers.
- B. Usage history from the date electric service began with the POU serving the Consumer.



NEW MUNICIPAL DEPARTING LOAD NONBYPASSABLE CHARGE STATEMENT

(2) Consumer's otherwise applicable electric rate schedule: _____

(3) Consumer is exempt from paying the following nonbypassable charges:

(4) Consumer is obligated to pay the following nonbypassable charges:

Signature

Print Name

PG&E Title

Phone

Date



Pacific Gas and Electric Company
San Francisco, California
U 39

Revised
Cancelling Revised

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

33016-E
32130-E

Electric Sample Form No. 79-1018
Residential Rule 16 Electric/Gas Single Service Extensions

**Please Refer to Attached
Sample Form**

Advice Letter No: 4285-E
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed September 24, 2013
Effective October 24, 2013
Resolution No. _____



RESIDENTIAL RULE 16 ELECTRIC / GAS SINGLE SERVICE EXTENSIONS

Description of costs associated with new residential gas and/or electric service

Date

Name

Address

City/State/ZIP

Re: Project Name, Address

Dear Applicant:

This letter describes the costs for new residential gas and/or electric service at the above address. PG&E will provide the service under the provisions of PG&E's Gas and/or Electric Rule 16, as authorized by the California Public Utilities Commission (CPUC), which rule(s) is incorporated by reference. A copy of Rule 16 can be obtained at www.pge.com/tariffs or by contacting me at the number shown on the second page. PG&E's total estimated job costs are shown on the cost summary, also on the second page.

Enclosed is a CPUC-required form, "Statement of Applicant's Contract Anticipated Costs," (SACAC), which identifies PG&E's cost for the refundable service work that is PG&E's responsibility to install on your job. PG&E's costs were developed based on your choices within the application and may change if you change your choices. Under PG&E's Gas and/or Electric Rule 16, you, the Applicant, have a choice: you can do the work, hire a qualified contractor to perform the work or hire PG&E to do the work. You must return the completed SACAC form to me regardless of who does the work.

- If you want to do this work yourself, or to have a qualified contractor do this work, please enter your estimated costs in the section of the SACAC form entitled "Applicant Costs," sign it, return it to PG&E, and PG&E will send you a contract by return mail.
- If you want to do this work yourself or have a qualified contractor do it, and you do not want to give PG&E your estimated costs, please check the box in the section entitled "Applicant's Election Not To Provide Costs," sign, return the SACAC form, and PG&E will send you a contract by return mail.
- If you want PG&E to do this work, check the section "Applicant's Election Not To Provide Costs," sign and return the SACAC form along with a check for \$_____ to me at the address shown on the second page. PG&E's costs are valid for 90 days from the date of this letter. If payment is not received within this period,⁽¹⁾ PG&E reserves the right to revise the cost. This letter will be our contract. PG&E will schedule construction upon receipt of payment. Confirmation will be required from the governmental entity with inspection authority that your facilities have been installed and inspected in accordance with applicable laws, and are safe to energize/pressurize.

Also, under the Applicant Design Option provision of PG&E's Gas and/or Electric Rules 15 and 16, you have a choice to design that portion of the new service extension normally designed by PG&E. Should you select this option your Design Credit for this job is \$_____. PG&E's Applicant Design guidelines are available upon request. Please email or contact me confirming your choice.

PG&E cannot proceed with any work on your application until you sign and return the Statement of Applicant's Contract Anticipated Cost form.

¹ This contract shall at all times be subject to such changes or modifications by the CPUC as it may from time to time direct in the exercise of its jurisdiction.

** Income Tax Component of Contribution (ITCC) applies to the value of all facilities deeded to PG&E.



RESIDENTIAL RULE 16 ELECTRIC / GAS SINGLE SERVICE EXTENSIONS

	Electric	Gas	Total
PG&E's Estimated Costs for:			
♦ Engineering / Administrative, Plus PG&E performed Service Tie-in and Meter Installation	\$ _____	\$ _____	\$ _____
♦ Service Facility Installation Cost as identified on the enclosed SACAC form	\$ _____	\$ _____	\$ _____
Sub Total:			
(Total Service Costs subject to Allowance)	\$ _____	\$ _____	\$ _____
Less Residential Allowance:	\$ _____	\$ _____	\$ _____
Excess Residential Service charge:	\$ _____	\$ _____	\$ _____
Inspection fee(s) – PG&E Only	\$ _____	\$ _____	\$ _____
Value of franchise Trenching, Conduit and Substructures	\$ _____	\$ _____	\$ _____
Other Non-Refundable Charges:	\$ _____	\$ _____	\$ _____
Sub Total:	\$ _____	\$ _____	\$ _____
ITCC (Tax)**:	\$ _____	\$ _____	\$ _____
Other Costs not subject to ITCC:	\$ _____	\$ _____	\$ _____
D.04-05-055 Line Extension Costs – Residential:	\$ _____	\$ _____	\$ _____
Less Value of Franchise Trenching, Conduit and Substructures by Applicant:	\$ _____	\$ _____	\$ _____
Sub Total:	\$ _____	\$ _____	\$ _____
Less Engineering Deposit:	\$ _____	\$ _____	\$ _____
Total Non-Refundable Payment:			\$ _____

If you have any questions, contact me at (____) _____ - _____ or by email at _____@pge.com.

Sincerely,

PG&E Representative
New Business Project Coordinator
PACIFIC GAS AND ELECTRIC COMPANY
Mailing Address

** Income Tax Component of Contribution (ITCC) applies to the value of all facilities deeded to PG&E.



Pacific Gas and Electric Company
San Francisco, California
U 39

Revised
Cancelling Original

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

33017-E
22639-E

Electric Sample Form No. 79-1024
Dual Supply Customer Authorizing Agreement

**Please Refer to Attached
Sample Form**

Advice Letter No: 4285-E
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed September 24, 2013
Effective October 24, 2013
Resolution No. _____



DUAL SUPPLY CUSTOMER AUTHORIZING AGREEMENT

DISTRIBUTION

- ☐ Customer
- ☐ Division(s)
- ☐ Electric Transmission Rate
- ☐ Electric Supply

REFERENCE:
(See Exhibit B)

This Dual Supply Customer Authorizing Agreement ("Customer Agreement") is entered into by and between Pacific Gas and Electric Company, a corporation organized and existing under the laws of the state of California ("PG&E"), and _____

_____ ("the Customer"). PG&E and the Customer are each sometimes referred to collectively as "the Parties." Capitalized terms used but not otherwise defined in this Customer Agreement shall have the meanings defined in the Enabling Agreement (defined below), a copy of which is attached to this Customer Agreement as Exhibit A.

RECITALS

WHEREAS, PG&E and the United States of America, acting by and through the Administrator, Western Area Power Administration, Department of Energy ("Western") have entered into the Dual-Supply Customer Enabling Agreement for New Base Resource Allottees ("Enabling Agreement") to provide for the delivery of Western Base Resource and the supply of PG&E bundled retail service to Dual-Supply Customers such as the Customer; and

WHEREAS, by entering into this Customer Agreement, the Customer verifies that it has executed one or more contracts with Western for the purchase of Base Resource to meet some of the Customer's electric power requirements; and

WHEREAS, the Customer qualifies for the services provided by this Customer Agreement under the Enabling Agreement and desires to receive power from both Western and PG&E.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. Term.

1.1. This Customer Agreement will become effective on the later of: (a) the effective date of the Service Agreement between PG&E and Western under the PG&E Wholesale Distribution Tariff, dated October 21, 2004 ("Western WDT SA"), or (b) the date the Customer and PG&E execute this Customer Agreement.

1.2. This Customer Agreement will terminate on the earliest of: (a) the date agreed upon by the Parties in writing; (b) 30 days from receipt of written notice from the Customer requesting termination, which notice must include the designation of the full requirements supplier the Customer will use upon termination of this Customer Agreement; (c) 30 days from receipt of written notice from the Customer that it is eligible for retail Direct Access or similar retail service and acknowledgement that such Customer is switching to such service; or (d) the termination of the Enabling Agreement without a successor agreement.

2. Power Supply.

2.1. PG&E agrees to sell and deliver to the Customer, and the Customer agrees to purchase from PG&E the hourly amount of electric power equal to the difference between (a) the amount of electric power delivered by PG&E for the use of the Customer at its Point(s) of Delivery (stated in Exhibit B, attached) minus (b) the amount of Base Resource scheduled for the use of the Customer.

DUAL SUPPLY CUSTOMER AUTHORIZING AGREEMENT

- 2.2. "Point(s) of Delivery" shall mean the Customer's point or points of delivery for Base Resource which satisfy the requirements of the Western WDT SA at Section 10 or are exceptions pursuant to Section 6 of the Enabling Agreement. A list of the Customer's Point(s) of Delivery is attached as Exhibit B to this Customer Agreement.
3. CPUC Tariffs Applicable. The Customer agrees to pay PG&E monthly for all power supplied by PG&E under the applicable PG&E tariff or rate schedule filed with the California Public Utilities Commission ("CPUC").
4. Departing Load Charges. The Customer agrees to abide by all determinations of the CPUC or other competent tribunal with respect to the Customer's responsibility, if any, for departing load charges, cost responsibility surcharges, or other forms of stranded costs attributable to service under Base Resource contracts with Western. The Customer agrees that following such a determination that it is liable for such charges, it will pay all such charges until such time as it may obtain a determination that it is not, or is no longer, subject to such charges. Nothing herein shall limit Western's or the Customer's right to contest the applicability, nature, scope, amount, or method of determining such charges before any appropriate tribunal, including a reviewing court, or to seek relief from otherwise applicable charges before an appropriate regulatory or legislative body. These charges will be in addition to charges to the Customer as Western may impose for Base Resource, delivery, and other service.
5. Metering requirements shall be pursuant to the PG&E -Western Interconnection Agreement, dated October 21, 2004 ("Western IA") and the Enabling Agreement unless: (a) more stringent metering requirements applicable to similarly situated entities are imposed by the CPUC or other competent tribunal, or (b) more stringent metering requirements are necessary to bill a Point(s) of Delivery under the applicable CPUC tariff.
6. Interconnection voltage at the Point(s) of Delivery shall be pursuant to the Western IA.
7. Power Factor shall be pursuant to the Western IA and CPUC-filed PG&E tariffs.
8. Additional Provisions.
- 8.1. Amendment. Any amendment or modification to this Customer Agreement must be in writing and signed by the Parties. Effectiveness of any amendment or modification shall be subject to any required regulatory authorization.
- 8.2. Entire Agreement. This Customer Agreement, including its appendices, constitute the complete and exclusive statement of the terms of the Parties' agreement which supersedes all prior and contemporaneous offers, promises, representations, negotiations, discussions, and communications that may have been made in connection with the subject matter of this Customer Agreement. No representation, covenant, or other matter, oral or written, which is not expressly set forth, incorporated, or referenced in this Customer Agreement, except for applicable laws and regulations, shall be a part of, modify, or affect this Customer Agreement.
- 8.3. No Third Party Rights or Obligation. No right or obligation contained in this Customer Agreement shall be applied or used for the benefit of any person or entity not a party to this Customer Agreement.
- 8.4. Successor In Interest. Every successor in interest to the rights, title, interest, or use of any party shall be bound by all terms, and conditions of this Customer Agreement as if such successor in interest had duly executed this Customer Agreement.

DUAL SUPPLY CUSTOMER AUTHORIZING AGREEMENT

- 8.5. Governing Law. This Customer Agreement is made and entered into in the State of California and its performance and enforcement shall be determined in accordance with California law.
- 8.6. Authority To Execute Agreement; Counterparts. Each undersigned representative of a party warrants that he or she has all required authority to execute this Customer Agreement on behalf of the party represented. This Customer Agreement may be executed in counterparts, each of which shall be regarded as an original.
- 8.7. CPUC. This contract shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California as said Commission may, from time to time, direct in the exercise of its jurisdiction.

IN WITNESS WHEREOF, the Parties have caused this Customer Agreement to be executed by their respective authorized officials.

	PACIFIC GAS AND ELECTRIC COMPANY
_____ (Customer)	_____
_____ (Signature)	_____ (Signature)
_____ (Type/Print Name)	_____ (Type/Print Name)
_____ (Title)	_____ (Title)
_____ (Date)	_____ (Date)

DUAL SUPPLY CUSTOMER AUTHORIZING AGREEMENT

EXHIBIT A: ENABLING AGREEMENT

**DUAL SUPPLY CUSTOMER
AUTHORIZING AGREEMENT****EXHIBIT B:
POINT(S) OF DELIVERY**

Point of Delivery	Voltage to Meter (kV)	Interconnection Capacity (kW)



Pacific Gas and Electric Company
San Francisco, California
U 39

Revised
Cancelling Original

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

33018-E
23599-E

Electric Sample Form No. 79-1038
Application for Essential Use Customer Status

**Please Refer to Attached
Sample Form**

Advice Letter No: 4285-E
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed September 24, 2013
Effective October 24, 2013
Resolution No. _____

APPLICATION FOR ESSENTIAL USE CUSTOMER STATUS

Billing Name		Electric Service ID No.	
Billing Address	City	State	Zip
Service Address	City	State	Zip
E-mail Address		Daytime Phone No.	

Please complete all four sections of this Application if the facility at the service address above provides one of the public health, safety, or security services described in detail on the attached "*Essential Use Customer Classification and Priority System for Rotating Outages*".

1. Check ☒ the box that most accurately represents the services provided at this facility (choose one):

- | | |
|---|--|
| ☐ Fire, police, prison services
☐ Government national defense agencies
☐ Acute care hospital or licensed skilled nursing facility
☐ Communication utility
☐ Air or sea traffic control or navigation
☐ None of the above | ☐ Radio & TV emergency broadcasting station
☐ Rail rapid transit systems as approved by CPUC
☐ Transmission-level net generators

☐ Petroleum refineries and vital ancillary facilities
☐ Electric utility facilities and fuel transportation
☐ Water or sewage treatment facility |
|---|--|

2. The facility (choose one):

- ☐ has backup generation that *can* adequately support critical load for up to two hours.
☐ has backup generation that *cannot* adequately support critical load for up to two hours.
☐ does *not* have backup generation.

3. Please briefly describe how the electricity supplied to the referenced facility is used to support public health, safety and security. (Attach additional pages if necessary)

4. I certify that the above information accurately describes the facility and Service ID Number referenced above.

Signature _____

Print Name _____

Position/Title _____

Date _____

Please send this form to:
or fax to (408) 282-7261

Pacific Gas and Electric Company
Rotating Outage Representative
111 Almaden Blvd., Room 700
San Jose, CA 95113

Background: Rotating Outages and Essential Use Customers

Rotating outages are controlled power interruptions that are instituted at the direction and under the supervision of state regulators when there is an insufficient supply of electricity to meet customer demand. In Decision 91548 (1978), the California Public Utilities Commission (CPUC) created a priority system in which certain customers who provide essential public health, safety, and security services should normally be exempt from rotating outages. The priority system was modified on April 3, 2001 pursuant to Decision 01-04-006, on May 24, 2001 pursuant to Decision 01-05-089, on June 28, 2001 pursuant to Decision 01-06-085, on September 6, 2001 pursuant to Decision 01-09-020 and on April 22, 2002 pursuant to Decision 02-04-060. The relevant portions of the new modified criteria provide as follows:

- A. Government and other agencies providing essential fire, police, and prison services.
- B. Government agencies essential to the national defense.
- C. Hospitals and skilled nursing facilities.
- D. Communication utilities, as they relate to public health, welfare, and security, including telephone utilities.
- E. Navigation communication, traffic control, and landing and departure facilities for commercial air and sea operations.
- F. Electric utility facilities and supporting fuel and fuel transportation services critical to continuity of electric power system operation.
- G. Radio and television broadcasting stations used for broadcasting emergency messages, instructions, and other public information related to the electric curtailment emergency.
- H. Water and sewage treatment utilities may request partial or complete [rotating outage] exemption from electric utilities in times of emergency identified as requiring their service, such as fire fighting.
- I. Areas served by networks, at utilities' discretion.
- J. Rail transit systems as necessary to protect public safety, to the extent exempted by the Commission.
- K. Customers served at transmission voltages to the extent that (a) they supply power to the grid in excess of their load at the time of the rotating outage, or (b) their inclusion in rotating outages would jeopardize system integrity.
- L. Optional Binding Mandatory Curtailment Program (OBMC): Any customer, or customers, meeting the following criteria.

The customer must file an acceptable binding energy and load curtailment plan with the utility. The customer must agree to curtail electric use on the entire circuit by the amount being achieved via rotating outages. The customer's plan must show how reduction on the entire circuit can be achieved in 5 percent increments to the 15 percent level, and show how compliance can be monitored and enforced. The customer must maintain the required reduction during the entire rotating outage period. The required curtailment level is requested prior to commencement of Stage 3. Several customers on a circuit may file a joint binding plan to guarantee the required curtailment from the entire circuit. Each utility shall facilitate communication between customers on a circuit if any customer expresses interest in enrolling in the OBMC program.

- M. Limited other customers as necessary to protect public health and safety, to the extent exempted by the Commission. Exemptions granted September 6, 2001 by the CPUC under category M had a limited duration of 24 months. Category M customers received a 30-day notice prior to the exemption expiration date of September 6, 2003.
- N. Petroleum refineries, vital ancillary facilities, and other customers in the critical fuels chain of production, to the extent exempted by the Commission. Petroleum refineries are facilities that separate or alter the components in crude oil, and convert the components into usable fuels or feedstock for further processing. Vital ancillary facilities are facilities that, if curtailed during a rotating outage, would cause one or more petroleum refineries to significantly curtail production, initiate a controlled shutdown, or initiate an emergency shutdown. Eligible refineries and vital ancillary facilities must be firm electricity service customers served at transmission level, or served at distribution level in an outage block exempt from rotating outages.

The CPUC noted that even for these customers, "Protection cannot be guaranteed because daily circuit switching may temporarily change a customer's outage block and priority classification."

Backup/Standby Generation

In 1982, the Commission directed the utilities "to evaluate the adequacy of the standby generating equipment of [essential] customers and to consider removing them from the lists of essential use customers." Decision No. 82-06-021 at p. 12. The Commission reasoned that "[essential use] customers that have sufficient standby generating equipment for their essential load should not be routinely protected from rotating outages because this double protection may be jeopardizing other equally essential customers at the higher load reduction levels." For that reason, some essential customers may be "nonexempt" – that is, subject to rotating outages – if they have sufficient and adequate backup generation to support their critical activities for up to two hours, the expected typical upper duration of a rotating outage.

Special Rules for Acute Care Hospitals and Licensed Skilled Nursing Facilities

On March 23, 2001, in an Assigned Commissioner's Ruling, the utilities were ordered to provide an automatic and unqualified exemption for all hospitals with 100 or more beds, whether or not those hospitals have any backup generating facilities. That Ruling was subsequently modified on April 3, 2001, in Decision 01-04-006 to exempt all hospitals from rotating outages regardless of the number of beds. The Ruling was again modified on April 22, 2002, in Decision 02-04-060 to exempt skilled nursing facilities licensed by the California Department of Health Services, regardless of the status of backup or standby generation.

Special Rules for Water and Sewage Treatment Facilities

With regard to water and sewage treatment facilities, the CPUC clarified its position in Decision No. 92315, concluding that such customers would not be automatically exempted from rotating outages. However, water and sewage facilities may request an exemption from a specific rotating outage if an emergency exists [requiring their service]. The CPUC noted that the utilities were expected to grant such requests, but that water and sewage facilities were not to request an exemption "unless absolutely required to ensure the public's health and safety." Decision No. 92315 at p. 4.

Pacific Gas and Electric Company Implementation of the Commission's Priority System

To implement the CPUC's Priority System for Rotating Outages, Pacific Gas and Electric Company ("the Company") has exempted from rotating outages all circuits which serve identified essential use customers (except those who are nonexempt). In the unlikely event an essential use customer is inadvertently interrupted due to a rotating outage, the Company has a toll-free number 1-800-743-5000, which the essential use customer can call to report the outage. If feasible, the Company will restore service to the essential use customer.

Water and sewage treatment facilities are provided with a specific toll-free number to call if an emergency arises which requires their service, such as firefighting. The Company will take all steps necessary to restore service as quickly as possible.

The Company annually reviews its essential use customer list to verify that each customer on the essential use customer list should continue to be included. The Company makes contact with each essential use customer to ensure that (a) its business functions have not changed in a manner which would eliminate it from the Commission-designated categories of essential use customers and (b) there has been no change in the sufficiency or adequacy of its backup generation which would affect whether an essential use customer should be exempt. Any customer who is found to need reclassification (either essential to nonessential or nonessential to essential) receives a notification 15 days in advance of the effective date of reclassification. In addition, the Company contacts new customers to determine if they should be included on the essential use customer list.

This Agreement at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.



Pacific Gas and Electric Company
San Francisco, California
U 39

Cancelling	Revised	Cal. P.U.C. Sheet No.	33019-E
	Revised	Cal. P.U.C. Sheet No.	30095-E

Electric Sample Form No. 79-1039
Rate Schedule Selection Customer Agreement

**Please Refer to Attached
Sample Form**

Advice Letter No: 4285-E
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed	September 24, 2013
Effective	October 24, 2013
Resolution No.	

PG&E Rep: _____

LAN ID: _____

Phone #: _____

Date Received: _____

RATE SCHEDULE SELECTION CUSTOMER AGREEMENT

I wish to be billed under the optional rate schedule(s) as listed. I agree to the terms and conditions as described in the rate schedule tariff and as follows:

- I hereby grant to PG&E, its employees, agents or contractors, reasonable access at reasonable times to install, remove, repair and inspect the metering equipment.
- I understand that I can only change my rate schedule in accordance with Electric Rule 12.
- The chosen rate schedule will commence on the next regular meter reading date or meter installation or reprogramming date following PG&E's receipt of Rate Schedule Selection Customer Agreement.

STEP 1: SELECT YOUR DESIRED RATE SCHEDULE

Please provide information for each Service Agreement and meter for which you are seeking a rate change (see sample on page 2 for assistance). Descriptions of rate options and tariffs can be found at www.pge.com/rateoptions and www.pge.com/tariffs. Information about rate options and copies of rate schedule tariffs are also available upon request by calling 1-800-743-5000.

Rate Selection

- For Gas Rate Selection Complete Shaded Area Only
- For Electric Rate Selection Complete All Applicable Area

				Peak Day Pricing (PDP) Program Options							
				AG Only		Select Capacity Reservation Level		Select Event Duration		Select Event Frequency	
Service Agreement (Service ID#)	Meter #	Desired Rate	Business Description	Single Motor HP	Multi-Motor HP	Elect kW Value	Default	12 pm to 6 pm	2 pm to 6 pm	Unlimited	Alternate

STEP 2: SIGN BELOW AND PROVIDE REQUIRED CONTACT INFORMATION

I am requesting the above rate schedule selection(s) and agree to the terms and conditions as outlined in Page 1 of this agreement and in the tariffs.

Customer or Authorized Agent:

(Signature)

(Print Name)

(Title)

(Date)

(Telephone Number)

(Name on Account)

(Mailing Street Address)

(Mailing City, State, ZIP)

STEP 3: MAIL COMPLETED FORM TO PG&E

Please return signed form to: PG&E – Rate Change, Records Dept., 8110 Lorraine Ave, Stockton, CA 95210-4239

RATE SCHEDULE SELECTION CUSTOMER AGREEMENT

SAMPLE RATE SELECTION – FOR REFERENCE ONLY

						Peak Day Pricing (PDP) Program Options					
				AG Only ³		Select Capacity Reservation Level ⁴		Select Event Duration ⁵		Select Event Frequency ⁶	
Service Agreement (Service ID#)	Meter #	Desired Rate	Business Description ²	Single Motor HP	Multiple Motor HP	Elect kW Value	Default	12 pm to 6 pm	2 pm to 6 pm	Unlimited	Alternate
1234567890	1001234567	A10TOU	Title Office								
0987654321	1001234568	A1 TOU	Retail Furniture Store					X		X	
4567891234	1001567890	AG 4A	Irrigation Field Pump	10							
7890123456	1002345678	GNR-1 ¹	House Meter – Swimming Pool								

Notes:

1. For Gas Rate Selection complete first four columns only (Service Agreement, Meter #, Desired Rate & Business Description).
2. Describe what each meter serves (e.g., Pasture Flood Irrigation, Retail Clothing Store, House).
3. Agricultural (AG) Rates Schedules only
 - a. For single motor installations, list the horsepower rating of the motor associated with the meter
 - b. For multi-motor loads, list the total horsepower rating of all of the motors associated with the meter.
4. Capacity Reservation Level: Level of capacity (kW) excluded from PDP participation.
 - a. Does not apply to Schedules A-1TOU (A-1X), A-6, A-10TOU, or AG-4.
 - b. Choices for Schedules E-19, E-20, and AG-5: Customer Defined or Default (equal to 50% of the customer's average maximum peak-period demand over the previous 6 summer months).
5. Event Duration: Length of participation during the event.
 - a. Choices for Schedules A-1TOU (A-1X), A-6, A-10TOU & AG-4: 12 pm to 6 pm or 2 pm to 6 pm
 - b. Choices for Schedules E-19, E-20 & AG-5: 2 pm to 6 pm only
6. Event Frequency: Frequency of participation in an event.
 - a. Choices for Schedules A-1TOU (A-1X), A-6, A-10TOU & AG-4: Unlimited (every event) or Alternate (every other event)
 - b. Choices for Schedules E-19, E-20 & AG-5: Unlimited only.



Pacific Gas and Electric Company
San Francisco, California
U 39

Revised
Cancelling Original

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

33020-E
23601-E

Electric Sample Form No. 79-1040
Non-Disclosure and Use of Information Agreement

**Please Refer to Attached
Sample Form**

Advice Letter No: 4285-E
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed September 24, 2013
Effective October 24, 2013
Resolution No. _____



1. The Receiving Party acknowledges that construction work to be performed adjacent to, in the vicinity of, or that will be connected to PG&E's natural gas or electric facilities, or performing design or construction services on behalf of a new business applicant, the Receiving Party will be given access or provided with PG&E-technical information and materials, including but not limited to generated maps, job-specific construction drawings and specifications, Gas Applicant Design Manual, Electric Design Manual, Electric Underground Construction Manual, Electric Overhead Construction Manual, and other data which are owned by PG&E, its parent company, subsidiaries or affiliates, and/or owned by third parties and in the possession of or licensed to PG&E, and which constitute valuable confidential or proprietary information, know-how and trade secrets belonging to PG&E, its parent company, subsidiaries, affiliates and/or third parties (hereinafter referred to as "Proprietary Information").
2. In consideration of being made privy to the Proprietary Information, the Receiving Party hereby agrees to hold all such Proprietary Information in strict confidence and not to disclose it, or otherwise make it available, to any person or third party, including any affiliate of PG&E that produces energy or energy-related products or services, without the prior written consent of PG&E. The Receiving Party agrees that all Proprietary Information:
 - (a) Shall be used only for the purpose of performing the design and/or construction of PG&E electric service and distribution facilities; and
 - (b) Shall not be reproduced, copied, in whole or in part, except as specifically authorized by PG&E and in conformance with PG&E's instructions when necessary for the purposes set forth in (a) above; and
 - (c) Shall, together with any copies, reproductions or other records thereof, in any form, and all information and materials developed by the Receiving Party therefrom, be returned to PG&E upon request when no longer needed for the performance of Receiving Party's work described in paragraph 1 above.
3. The Receiving Party hereby agrees that any third parties owning any confidential or proprietary information included in the Proprietary Information are express third party beneficiaries of this Agreement.



**NON-DISCLOSURE AND USE OF
INFORMATION AGREEMENT**
(CONCERNING WORK ADJACENT TO PG&E FACILITIES)

4. Receiving Party acknowledges that PG&E's construction and design manuals are updated periodically. Before proceeding with any final design or beginning construction, Receiving Party must confirm with a PG&E representative that it is using the most current version of the manuals.
5. The Receiving Party hereby agrees that, in addition to any other remedy PG&E may have at law or in equity, PG&E will have the right to obtain immediate temporary or preliminary injunctive relief, without posting of bond or other security and without proof of damages, enjoining any breach or threatened breach of this Agreement.
6. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, excluding any choice of law rules that direct the application of the laws of another jurisdiction.
7. This Agreement is effective on the last signature date below.

UNDERSIGNED:

COMPANY:

Company Name

Company Name

Signature of Authorized User

Signature of Authorized Agent of Company

Name of Authorized (Print)

Name of Authorized Agent of Company (Print)

Title

Title

Date of Signature

Date of Signature



Pacific Gas and Electric Company
San Francisco, California
U 39

Revised
Cancelling Original

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

33021-E
24956-E

Electric Sample Form No. 79-1050
Contract for Customer Provision of Physically Assured Load Reduction

**Please Refer to Attached
Sample Form**

Advice Letter No: 4285-E
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed September 24, 2013
Effective October 24, 2013
Resolution No. _____

CONTRACT FOR CUSTOMER PROVISION OF PHYSICALLY ASSURED LOAD REDUCTION

Pacific Gas and Electric Company hereinafter referred to as "PG&E" and _____, hereinafter referred to as "Customer" (collectively referred to as "Parties" or separately as the "Party").

1. RECITALS

WHEREAS, PG&E and Customer desire to enter into a contract for the provision of electric distribution service wherein the Customer will provide for physically assured load reduction ("Load Reduction") based on either the availability of the installed capacity (the "Capacity") of a distributed generation facility ("DG") at the Customer's site(s) or by Load Reduction if the full Capacity is unavailable.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

2. APPLICABILITY

The rates set forth in this Contract shall apply only to PG&E's electric distribution rates and reservation charges for service to Customer located at _____, City/County of _____. This Contract shall be applicable to those customers that can provide physical assurance for Load Reduction at any time the Customer's DG is not operating at full Capacity. An equal amount of Customer load to the DG capacity would be interrupted to prevent adverse consequences to the distribution system and to other customers.

3. TERM AND TERMINATION

3.1 Term

The initial term of this Agreement shall be for a period of one (1) year from the date the standby service under this Agreement is first made available to Customer as such date is established in PG&E's records and shall continue thereafter from year to year. This Contract shall become effective on _____; provided, however, the rates set forth in Section 4 hereof shall not be effective until Customer can provide for physically assured load reduction as defined in Section 5.1 hereof.

3.2 Termination

Either party may terminate this Contract at the end of each one (1) year term by providing notice in accordance with Section 11.2. Such notice shall provide PG&E enough time to design and install any necessary distribution system upgrades to accommodate the additional load, and shall be determined on a case-by-case basis depending on current local lead-times. In addition, in accordance with section 6.1 below, either party may terminate this Contract during any year by giving written notice of termination in the event that the other party commits any material default under this Contract which, if capable of being remedied, is not remedied in accordance with the process set out in section 6.1.

CONTRACT FOR CUSTOMER PROVISION OF PHYSICALLY ASSURED LOAD REDUCTION

3.3 Survival

Sections 6.2, 6.3, 8, 9, 10, 11.2, 11.3, 11.5 and 12 shall survive termination until all obligations set forth in these provisions are satisfied.

4. RATES

4.1 The rates to be applied to Customer's electric load shall be those contained in PG&E's Electric Schedule S, if applicable, or the otherwise applicable rate schedule for standby customers who take supplemental service, or such superseding Rate Schedules as may from time to time be approved by the California Public Utilities Commission. PG&E shall waive standby reservation and distribution energy (kWh) charges for backup standby service provided under Schedule S. The standby reservation charge shall be waived for standby customers that take supplemental service from PG&E under the otherwise applicable rate schedule.

4.2 The capitalized terms used in Section 4.1, unless otherwise defined in this Contract, shall have the meanings set forth in PG&E's Rate Schedules referenced in Section 4.1.

5. CUSTOMER'S COVENANTS

5.1 Customer shall install, cause to be installed, or utilize its existing DG with Capacity of _____ kW ("Capacity") that shall be commercially operable by, or on, _____ (the "In-Service Date"). Customer represents that it shall rely upon the DG to meet all, or a portion of, its electric energy requirements in an amount equal to the Capacity after the In-Service Date. For purposes of this Contract, "physically assured load reduction" shall mean the application of devices and equipment that interrupt a Customer's load when the DG does not provide Capacity for any reason, including an Uncontrollable Force.

5.2 If the Capacity is not available for any reason, including an Uncontrollable Force, the Customer agrees that Customer shall automatically drop load in an amount equal to the energy shortfall arising from the DG not operating at full Capacity. Customer shall cause an appropriate amount of Load Reduction to make up the energy shortfall through use of Relay Equipment described in Section 5.3.

5.3 Customer shall own, design, install and operate relay equipment and software on the Customer's side of the meter ("Relay Equipment") that will automatically and instantaneously protect PG&E's distribution system and service to other PG&E customers in the event the DG fails for any reason to perform at its full Capacity. Prior to installation, the design of Relay Equipment shall be submitted to PG&E for review and approval as to its adequacy to protect PG&E's distribution system and maintain the reliability of service to other PG&E customers. Prior to receiving the provisions of this Contract, PG&E shall have physically inspected the installation of Relay Equipment, witnessed its successful operation, and provided written confirmation of its approval prior to Customer commencing operation under this Contract. PG&E shall have the right to inspect and verify the operation of the Relay Equipment during the term of this contract.

CONTRACT FOR CUSTOMER PROVISION OF PHYSICALLY ASSURED LOAD REDUCTION

5.4 Review, if any, by PG&E of the design, construction, operation, or maintenance of the DG and Relay Equipment, including modifications thereto, shall not constitute any representation as to the economic or technical feasibility, operational capability, or reliability of such facilities except as to the adequacy of such facilities to protect PG&E's distribution system and maintain the reliability of service to other PG&E customers. Customer shall in no way represent to any third party that any such review by PG&E of such facilities including but not limited to any review of the design, construction, operation, or maintenance of such facilities by PG&E is a representation by PG&E as to the economic or technical feasibility, operational capability, or reliability of such facilities. Customer is solely responsible for economic and technical feasibility, operational capability, and reliability of the DG and the Relay Equipment except as otherwise provided in this Section 5.4.

5.5 Customer shall be responsible for all its costs incurred in meeting its obligations under this Contract.

5.6 Customer shall notify PG&E in advance of its intent to remove Relay Equipment. Such notification shall in accordance with Section 11 of this Contract. The amount of time required prior to Customer's removal of Relay Equipment shall allow PG&E adequate time review and install any necessary distribution facilities to accommodate additional load on its distribution system. Section 6 of this Contract shall apply to those Customers who fail to provide such notice.

5.7 Customer may be allowed to place maintenance load on the distribution system during mutually agreed times (Scheduled Maintenance). Maintenance load is defined as Customer's load that would have otherwise been served by the DG that is down for maintenance. Customer shall provide four (4) days notice prior to PG&E determining whether and when Scheduled Maintenance is available ("Request"). For each Request, Customer agrees to pay PG&E at the time of such notification for its expenses related to the scheduling and any necessary rearrangement of its facilities to accommodate Scheduled Maintenance. Such fee per Request shall be as stated in the PG&E Schedule S on file with the California Public Utilities Commission at the time the Request is made.

6. DEFAULTS AND REMEDIES

6.1 Termination for Default

If either Party breaches its material obligations under this Contract, such breach shall constitute an event of default. If any Party defaults under this Contract, the other Party may terminate this Contract; provided that prior to such termination the other Party must provide the defaulting Party with written notice stating: (i) the Party's intent to terminate; (ii) the date of such intended termination; (iii) the specific grounds for termination; (iv) specific actions which the defaulting Party must take to cure the default, if any; and (v) a reasonable period of time, which shall not be less than 10 calendar days, within which the defaulting Party may take action to cure the default and avoid termination, provided there is any action which can be taken to cure the default. The pendency of any dispute resolution procedure pursuant to Section 10 with regard

CONTRACT FOR CUSTOMER PROVISION OF PHYSICALLY ASSURED LOAD REDUCTION

to any separate dispute(s) or Sections 3.2 and 6.1 hereof shall not limit the right to terminate this Contract under Section 3.2.

6.2 Damages for Failure to Provide Load Reduction

If Customer breaches its obligation to provide Load Reduction, then the resulting damages shall be calculated to be (i) 18 multiplied by (ii) the Capacity multiplied by (iii) waived distribution reservation charges set forth in Section 4.1 during the prior twelve (12) months. The Parties agree that the factor set forth in subsection (i) is derived by taking savings Customer would achieve from this Contract during the prior 12 months of this Contract times 1.5, and may be applied to each occurrence. In addition, Customer shall be responsible for all damages to PG&E personnel and equipment and third party personnel and equipment resulting from the failure to provide Load Reduction.

6.3 Damages for Failure to Continue to Provide Load Reduction

If after reasonable notice, Customer continues to fail to provide Load Reduction, then the resulting damages shall be calculated to include any cost associated with the accelerated construction of facilities required in PG&E's reasonable discretion to reliably and safely provide service to all customers on the affected circuits and substation, e.g., any cost of overtime hours for PG&E's own resources, additional contract personnel, additional payments to contractors for expedited delivery of equipment and materials and premiums paid, if any, to obtain necessary rights of way or permits. PG&E selection of any facilities contemplated by this Section 6.3 shall be based on good utility practices, including, but not limited, to its standard safety practices, its material and equipment specifications, its design criteria and construction procedures, its labor agreements and applicable laws and regulations.

6.4 Service Interruption Until Remedial Measures Installed

In addition, if Customer breaches its obligation to provide Load Reduction, then until PG&E places into commercial operation those facilities it has determined are necessary pursuant to Section 6.3 hereof, the Customer shall curtail or interrupt its electric requirements at its site using the Relay Equipment described in Section 5.3 whenever directed by PG&E in order to avoid damage to PG&E's distribution system or harm to other customers. If in PG&E's sole discretion it determines the Customer is unable or unwilling to comply with PG&E's curtailment or interruption directions, then PG&E may immediately disconnect service to Customer until such time as the facilities identified pursuant to Section 6.3 have been placed into commercial operation.

6.5 Other Remedies

The remedies available under Section 6.1 through 6.4 are not exclusive, and subject to Section 10 either Party also shall be entitled to pursue any other legal, equitable or regulatory rights and remedies it may have in response to a default by the other Party.

CONTRACT FOR CUSTOMER PROVISION OF PHYSICALLY ASSURED LOAD REDUCTION

7. NON-INTERFERENCE

Nothing in this Contract shall in any way interfere with Customer contracting for generation or meter related services with any other party.

8. INDENMITY

8.1 Indemnity

Each Party shall indemnify, defend and hold the other Party harmless from and against all losses, damages, claims, liabilities, costs or expenses (including legal expenses) whatsoever for injuries to or death of any person (including, but not limited to, agents, employees, contractors and invitees of PG&E and Customer) and for all loss, damage or destruction of electrical equipment or electric or gas meters or any other property (including, but not limited to, property of PG&E, Customer, and their respective agents, employees, contractors and invitees) arising out of any act or omission except to the extent that they result from any breach of this Contract by the indemnifying Party or the indemnified Party's negligence or intentional wrongdoing.

9. UNCONTROLLABLE FORCES

Any act beyond the reasonable control of a Party and which by the exercise of due diligence by such Party is unable to prevent or overcome. In the event of the occurrence of an Uncontrollable Force which prevents a Party from performing any of its obligations under this Contract such Party shall: (i) promptly notify the other party; (ii) not be entitled to suspend performance of any greater scope or longer duration than is required by the Uncontrollable Force (iii) use its best efforts to mitigate the effects of such Uncontrollable Force, remedy its inability to perform, and resume full performance hereunder; (iv) keep the other Party apprised of such efforts on a continual basis; and (v) provide written notice of the resumption of performance hereunder.

10. DISPUTE RESOLUTION

10.1 Mediation, Arbitration and/or Litigation

Any dispute that cannot be resolved between the Parties shall be settled by means of conference, mediation and/or litigation as provided for herein.

10.1.1 The first step in the disputed resolution process shall be a conference by which the dispute is referred to a designated officer of each Party for resolution. If those two officers cannot reach an agreement within a reasonable period of time, the Parties may submit the dispute to mediation in accordance with the Commercial Rules of the American Arbitration Association.

10.1.2 If the dispute is not resolved by the mediation, the Parties shall submit the dispute to the California Public Utilities Commission for final resolution unless the relief sought cannot be awarded by the CPUC in which case a Party may proceed to a Superior Court for the State of California, City and County of San Francisco.

CONTRACT FOR CUSTOMER PROVISION OF PHYSICALLY ASSURED LOAD REDUCTION

10.2 Recovery of Costs and Attorneys' Fees

If either Party to this Contract begins any legal action or proceeding against the other by reason of the alleged failure of the other to perform under this Contract, or for the interpretation of any provision thereof, the Party prevailing in said action or proceeding shall be entitled to recover, in addition to its costs, reasonable attorneys' fees, whether retained or in-house counsel, and costs. Such recovery shall include court costs and attorneys' fees on appeal, if any. As used herein, "the Party prevailing" means the Party in whose favor final judgment is rendered.

11. MISCELLANEOUS

11.1 Assignment. This Contract is intended to be between the two Parties and neither Party may assign this Contract without prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

11.2 Notices.

11.2.1 Except for notices provided pursuant to Section 11.2.3, any notices or demands to be served here under by either Party to the other shall be in writing and effected either by personal delivery or by mail, registered or certified, with return receipt requested. Mailed notices shall be addressed as follows to:

Pacific Gas and Electric Company
Customer Operations Regulatory Policy Department –
P.O. Box 770000 – Mail Code B13U
San Francisco, California 94177-0001
Attention: Tariff Interpretation

Customer _____

Attention _____

11.2.2 Except for noticed provided pursuant to Section 11.2.3, until written notice of a different address is furnished in accordance herewith to the other Party, all such notices shall be delivered to the addresses above. Such notices shall be deemed to have been served at the time personally delivered to either Party or within ninety-six (96) hours after the same have been deposited, postage prepaid, in the United States Post Office, which shall be a valid and sufficient service of notice for all purposes.

11.2.3 PG&E shall inform Customer when Load Reduction is required in writing or by such other means of communication as may be jointly agreed in writing.

CONTRACT FOR CUSTOMER PROVISION OF PHYSICALLY ASSURED LOAD REDUCTION

11.3 Governing Law. The formation, interpretation and performance of this Contract shall be governed by California law, without regard to its principles of conflict of law.

11.4 Entire Agreement. This Contract, in combination with PG&E's tariffs as approved by the California Public Utilities Commission ("Commission"), contains the entire agreement between the Parties

11.5 Disclaimer of Warranty. No promise, representation, warranty, or covenant not included in this Contract has been, or is relied on by either Party. Each Party has relied on its own examination of this Contract, the counsel of its own advisors, and the warranties, representations, and covenants in the Contract itself.

12. COMMISSION CONTINUING AUTHORITY

This Contract shall at all times be subject to the Commission and to any changes or modification that the Commission may, from time to time, direct in the exercise of its jurisdiction. Notwithstanding any other provision of this Contract, either Party shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for a change in rates, charges, classification, or any rule, regulation, or agreement relating thereto.

IN WITNESS WHEREOF, PG&E and Customer have executed this
Contract on _____.

	PACIFIC GAS AND ELECTRIC COMPANY
_____ (Customer)	_____
_____ (Signature)	_____ (Signature)
_____ (Type/Print Name)	_____ (Type/Print Name)
_____ (Title)	_____ (Title)
_____ (Date)	_____ (Date)



Pacific Gas and Electric Company
San Francisco, California
U 39

Revised
Cancelling Original

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

33022-E
25450-E

Electric Sample Form No. 79-1078
Agreement for Unmetered Electric Service to Devices Connected to
Pacific Gas and Electric Company's Street Light Facilities

(T)
(T)

**Please Refer to Attached
Sample Form**

Advice Letter No: 4285-E
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed September 24, 2013
Effective October 24, 2013
Resolution No. _____



AGREEMENT FOR UNMETERED ELECTRIC SERVICE TO DEVICES CONNECTED TO PACIFIC GAS AND ELECTRIC COMPANY'S STREET LIGHT FACILITIES

DISTRIBUTION

- ☐ Customer
- ☐ Divisions
- ☐ Records Processing
(Original)
- ☐ _____

REFERENCES

SA#: _____
PM#: _____
BD#: _____

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:

1. 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, separate from the street light account, identified by either the city or unincorporated county where the Equipment is 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.



AGREEMENT FOR UNMETERED ELECTRIC SERVICE TO DEVICES CONNECTED TO PACIFIC GAS AND ELECTRIC COMPANY'S STREET LIGHT FACILITIES

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 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.



AGREEMENT FOR UNMETERED ELECTRIC SERVICE TO DEVICES CONNECTED TO PACIFIC GAS AND ELECTRIC COMPANY'S STREET LIGHT FACILITIES

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 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.



AGREEMENT FOR UNMETERED ELECTRIC SERVICE TO DEVICES CONNECTED TO PACIFIC GAS AND ELECTRIC COMPANY'S STREET LIGHT FACILITIES

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.
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



AGREEMENT FOR UNMETERED ELECTRIC SERVICE TO DEVICES CONNECTED TO PACIFIC GAS AND ELECTRIC COMPANY'S STREET LIGHT FACILITIES

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:

PACIFIC GAS AND ELECTRIC COMPANY

(Customer)

(Signature)

(Type/Print Name)

(Title)

(Date)

(Signature)

(Type/Print Name)

(Title)

(Date)



**Pacific Gas and
Electric Company**

DISTRIBUTION:	REFERENCES:
☐ Billing Revenue	Date of Agreement: _____
and Records (Original)	Date of Attachment: _____
☐ Service Planning (Copy)	PM #: _____
☐ Customer (Copy)	SA #: _____

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

(Form to be Completed By PG&E)

Facilities _____
 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.

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

Use 731 hours for 24 hour load, or 335 hours for 11 hour photo controlled 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				0

Applicant must provide the following:

- ° Equipment model, type and unit identification number
- ° Input ratings in amps, nominal volts or documented average consumption

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)
- ° 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 Services
- ° Necessary information to complete an Electric Rule 3 request for service if required.

* "Automated Document, Preliminary Statement, Part A".



Pacific Gas and Electric Company
San Francisco, California
U 39

Revised
Cancelling Original

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

33023-E
26270-E

Electric Sample Form No. 79-1097
Request Change of Mailing Address to a Third Party Change of Address

**Please Refer to Attached
Sample Form**

Advice Letter No: 4285-E
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed September 24, 2013
Effective October 24, 2013
Resolution No. _____

REQUEST CHANGE OF MAILING ADDRESS TO A THIRD PARTY CHANGE OF ADDRESS

(Please Type or Print)

1. CUSTOMER INFORMATION:

CUSTOMER/COMPANY NAME

MAILING ADDRESS

CITY

STATE

ZIP

()

TELEPHONE NUMBER

()

FACSIMILE NUMBER

2. REQUESTED CHANGE TO MAILING ADDRESS (In order for this form to be processed, all of the following information must be provided):

INFORMATION RECIPIENT

C/O

COMPANY NAME (If Applicable)

MAILING ADDRESS

CITY

STATE

ZIP

()

TELEPHONE NUMBER

()

FACSIMILE NUMBER

CHANGE OF MAILING ADDRESS SHOULD TAKE EFFECT ON _____
DATE

3. ACCOUNTS INCLUDED IN THIS REQUEST:

ADDRESS

CITY

SERVICE ACCOUNT NUMBER

ADDRESS

CITY

SERVICE ACCOUNT NUMBER

ADDRESS

CITY

SERVICE ACCOUNT NUMBER

(For more than three accounts, please list additional accounts on a separate sheet and attach it to this form.)

REQUEST CHANGE OF MAILING ADDRESS TO A THIRD PARTY CHANGE OF ADDRESS

4. By signing below, Customer and Information Recipient acknowledge that account information affected by this request for change of mailing address includes all utility bills (gas and/or electric), bill inserts, discontinuance notices, and other information normally sent to the mailing address on an account(s).

If Pacific Gas and Electric Company (the Company) becomes aware of returned bills, or that the Information Recipient is no longer at the address specified on this form or is repackaging the Company's bill and other information transmitted therewith in a manner unacceptable to the Company, the Company will immediately and without prior notification to Customer or Information Recipient terminate this authorization and revert the mailing address to the Customer's service address, or other mailing address if in the Company's possession and available.

5. I, (Information Recipient), understand that this change of address form authorization does not confer any rights or privileges to act on the customer's behalf. Further, I agree that I will not reorganize or repackage the Company's bill, or other information transmitted therewith, without first providing the reformatted or repackaged bill or information transmitted therewith to the Company. I understand that no reorganizing or repackaging of said information is permitted by the Company without its prior written consent. I release, hold harmless, and indemnify the Company from any claims, damages or expenses resulting from the unauthorized use of this account information, and from the customer's failure to receive the bill, legal and safety notices, discontinuance and other notices, bill inserts and other related rate information. I will not provide this information to other parties without customer authorization.

INFORMATION RECIPIENT

ADDRESS

INFORMATION RECIPIENT SIGNATURE

CITY, STATE, ZIP

6. I, (Customer/Company), authorize the Company to change the mailing address on the accounts listed on this form. I understand that, as a result of this change of address request, I may no longer receive the bill, legal and safety notices, discontinuance and other notices, bill inserts, and other related rate information. I further understand and represent that this change of address form authorization does not confer any rights or privileges upon the third party bill information recipient to act on my behalf. I release, hold harmless, and indemnify the Company from any claims, damages or expenses associated with my failure to receive the bill, legal and safety notices, discontinuance and other notices, bill inserts, and other related rate information and from the unauthorized use of this account information. I further understand that if I should pay the information recipient or any other third party for charges owed to Pacific Gas and Electric Company as a result of the use of this form I will continue to be ultimately responsible for the payment of those charges to Pacific Gas and Electric Company until the payment is forwarded to Pacific Gas and Electric Company by the information recipient or other third party. If the information recipient or other third party fails to pay Pacific Gas and Electric Company in accordance with the Company's Rule 11 (discontinuance procedures) for any reason, I understand that I will be responsible for the payment of those utility charges to Pacific Gas and Electric Company. I further certify that I have authority to authorize the change of address for the accounts listed on this form.

AUTHORIZED CUSTOMER/COMPANY NAME

DEPARTMENT

AUTHORIZED SIGNATURE

TITLE

DATE



Pacific Gas and Electric Company
San Francisco, California
U 39

Revised
Cancelling Original

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

33024-E
26684-E

Electric Sample Form No. 79-1104
Bill Calculation Service Agreement

(T)

**Please Refer to Attached
Sample Form**

Advice Letter No: 4285-E
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed September 24, 2013
Effective October 24, 2013
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 obligations under the terms of this Agreement; or (d) the date the CPUC

BILL CALCULATION SERVICE AGREEMENT

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

BILL CALCULATION SERVICE 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

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 :

On Behalf of:

PACIFIC GAS AND ELECTRIC COMPANY

(Customer)

(Signature)

(Type/Print Name)

(Title)

(Date)

(Signature)

(Type/Print Name)

(Title)

(Date)

Customer Account: _____

Service Accounts: _____



Pacific Gas and Electric Company
San Francisco, California
U 39

Revised
Cancelling Original

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

33025-E
28258-E

ELECTRIC SAMPLE FORM 79-1111
OPTIMAL BILLING PERIOD SERVICE ELECTION FORM

Sheet 1

**Please See the Attached
Sample Form**

Advice Letter No: 4285-E
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed September 24, 2013
Effective October 24, 2013
Resolution No. _____



OPTIMAL BILLING PERIOD SERVICE ELECTION FORM

DISTRIBUTION

- ☐ Customer
☐ ES&S,
☐ Customer Billing
☐ _____

REFERENCES

Elec Acct #: _____
SA#: _____
Control#: _____
Rate Sch _____
Voltage: _____

The undersigned Customer hereby acknowledges and agrees to all terms and conditions specified.

1. Eligibility

By electing the Optimal Billing Period (OBP) service, customer declares it has reviewed PG&E's electric rate Schedule AG-5, "Large Time-of-Use Agricultural Power", and meets all eligibility requirements as described in Special Condition 16 – *Optimal Billing Period Service* of Schedule AG-5.

2. Terms and Conditions

The initial term of this Agreement shall be for a period of one (1) year from the date executed by PG&E. This Agreement shall continue thereafter for successive terms of one (1) year, provided, however, that either party shall have the right to terminate this Agreement at the expiration of the initial one (1) year term or anytime thereafter upon thirty (30) days written notice to the other party. However, if a customer terminates this agreement between anniversary dates, there shall be no entitlement to a refund for any portion of the most recent OBP fee payment to PG&E. Once terminated, the Customer will not be eligible for OBP service for twelve (12) months from the termination date. Should this pilot program terminate, PG&E reserves the right to terminate all Agreements upon the expiration date of the pilot OBP service.

3. Designation of Subject Months

The Customer designates the six consecutive months of _____, _____, _____, _____, _____, and _____ as the high seasonal optimal billing period.

4. Annual Qualification

Customers must continue to meet the eligibility requirements stated in Section 1, above, to qualify for OBP service in subsequent one-year term(s).

5. Customer Notification to PG&E

The customer must notify PG&E via email and shall state in its subject line "OBP Notification" of its elected production start and/or end dates of the OBP service. The designation may not be implemented if it is not received or if it does not contain the specified information. A participating customer must email PG&E at least seventy-two (72) hours in advance of elected date(s). The customer should send emails to the following address: _____@pge.com.



OPTIMAL BILLING PERIOD SERVICE ELECTION FORM

6. Commission Jurisdiction

This Agreement and PG&E's tariffs shall all times be subject to such changes or modifications by the California Public Utilities Commission (Commission) as said Commission may direct, from time to time, in the exercise of its jurisdiction.

THEREFORE, being a duly authorized representative of the Customer, I certify that I have read the foregoing and understand and agree to all terms and conditions.

Executed this _____ day of _____, _____.

BY:

Customer or Business Name

Signature

Type or print name

Title

Date

BY:

PACIFIC GAS & ELECTRIC COMPANY

Signature

Type or print name

Title

Date



Pacific Gas and Electric Company
San Francisco, California
U 39

Revised
Cancelling Original

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

33026-E
29725-E

Sample Electric Form 79-1128

Sheet 1

Affidavit in Support of Customer Claim as Qualifying as a Small Business Customer
Under Government Code Section 14837*

(T)
(T)

PLEASE REFER TO ATTACHED
SAMPLE FORM

Advice Letter No: 4285-E
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed September 24, 2013
Effective October 24, 2013
Resolution No. _____



AFFIDAVIT IN SUPPORT OF CUSTOMER CLAIM AS QUALIFYING AS A SMALL BUSINESS CUSTOMER UNDER GOVERNMENT CODE SECTION 14837*

I. Customer Declaration:

I, _____, state as follows:

1. I am authorized to make this declaration as the Customer ("Customer") or as an authorized representative of the Customer _____ and
2. I have personal knowledge of the matters set forth herein and if called upon as a witness could and would testify competently thereto.
3. Customer warrants that _____ qualifies as a "small business" customer, using the definition of "micro-business" as defined under California Government Code Section 14837. Section 14837 of the California Government code defines micro-business as "a small business which, together with affiliates, has average annual gross receipts of two million five hundred thousand dollars (\$2,500,000) or less over the previous three years, or is a manufacturer, as defined in subdivision (c), with 25 or fewer employees." Subdivision (c) provides that "(c)"Manufacturer" means a business that meets both of the following requirements: (1) It is primarily engaged in the chemical or mechanical transformation of raw materials or processed substances into new products [and] (2) It is classified between Codes 31 to 33, inclusive, of the North American Industry Classification System."*

I declare under penalty of perjury under the laws of the State Of California that the foregoing is true and correct. Executed this _____ day of _____, _____ at _____, _____ [City, State]

Signature: _____

Customer or Authorized Representative of the Customer

Print Name: _____

Title: _____

II. Required Customer Information (Please Type or Print):

Name On Account: _____
Account Number(s) _____
Principal Service _____
Address: _____
City, State, Zip: _____

III. PG&E Reply Information:

Please return the completed affidavit by United States Postal Service to:

Pacific Gas and Electric Company
Attention: Billing
PO Box 8329
Stockton, CA 95208

* See North American Industry Classification System Website, [http://www.census.gov/cgi-bin/sssd/naics/naicsrch?chart_code=31&search=2007 NAICS Search](http://www.census.gov/cgi-bin/sssd/naics/naicsrch?chart_code=31&search=2007%20NAICS%20Search)



Pacific Gas and Electric Company
San Francisco, California
U 39

Cancelling	Revised	Cal. P.U.C. Sheet No.	33027-E
	Original	Cal. P.U.C. Sheet No.	30503-E**

ELECTRIC SAMPLE FORM 79-1129
SPECIAL CONTRACT FOR UNMETERED SERVICE

Sheet 1

AGREEMENT FOR ENERGY USE ADJUSTMENTS FOR
NETWORK CONTROLLED DIMMABLE STREETLIGHTS

LIMITED PILOT PROGRAM

Advice Letter No: 4285-E
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed	September 24, 2013
Effective	October 24, 2013
Resolution No.	



Special Contract for Unmetered Service Agreement for Energy Use Adjustments for Network Controlled Dimmable Streetlights - Limited Pilot Program

This Agreement between _____
(the Customer) and Pacific Gas and Electric Company (the Company) is to establish and govern the provisions of a limited pilot program to evaluate, and provide billing adjustments to reflect actual energy used by streetlights that have been equipped with network controls that allow the lights to be dimmed under operating schedules established by the Customer.

WHEREAS, the streetlights in question are owned by the Customer and are currently served without electric meters and subject to the standard provisions of the Company's Electric Rate Schedule LS-2; and

WHEREAS, the technology available for use in remotely programmed network control systems for streetlights has advanced to the point where the systems are now capable of logging and reporting energy used by the streetlights; and

WHEREAS, the Customer and the Company agree that the current provisions of Electric Rate Schedule LS-2 do not provide sufficient flexibility to accommodate energy use adjustments for dimming schedules made possible by the use of remotely programmed network control systems; and

WHEREAS, the Company has determined that it would be impractical, and customer groups have confirmed that it would not be cost-effective, for customers to pay to install individual meters at each service delivery point for streetlights or streetlight circuits supporting controlled lights subject to this Agreement; and

WHEREAS, the Company agrees that the Customer has met the eligibility requirements to allow participation in this limited pilot program as identified in Attachment C, including the ability of the Customer's network control system to monitor, log and report energy consumption data for the controlled streetlights; and

WHEREAS, pursuant to the Company's electric Preliminary Statement Part A.6.a, the Customer and the Company agree that, in lieu of installing meters at each service delivery point, the Company shall provide unmetered electric service as provided herein.

NOW THEREFORE, in consideration of the terms and covenants contained herein, the Customer and the Company hereby agree as follows:

1. All controlled streetlights subject to this agreement will be grouped in a single Account and multiple Service Agreements for bill adjustment on an aggregated basis. The new Account will be created under Rate Schedule LS-2 (Customer Owned Street and Highway Lighting). Individual Service Agreements will be created for different lighting technologies and fixture wattages. The Service Agreements and Account will be assigned to a billing cycle according to Attachment A.



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2. The effective date for the assignment of a controlled light to the new Account and appropriate Service Agreement will be the later of the date of the control device installation as reported by the Customer, or the date the Account is established.
3. Notification to the Company of controls deployment by the Customer.
 - a. The Customer shall have 5 calendar days from the installation date of any network controlled streetlight device(s) in the field to notify the Company of the installation. Data files supplying this information are to follow a format to be agreed upon between the Company and the Customer. Data files will be sent by electronic mail to a dedicated Company electronic mailbox to be specified at the time the single Account addressed in Paragraph 1 of this Agreement is established. (See pilot workflow timeline in Attachment B hereto.)
 - b. For purposes of calculating the bill adjustment, installations received by the Company with dates less than 5 calendar days from the next billing cycle end date, will not be processed and adjusted in the current month's billing cycle, but will be retroactively adjusted from the install date forward in the following bill cycle.
 - c. Installations provided to the Company with dates greater than five (5) calendar days since install shall receive a bill adjustment for the billing cycle in which they are received, and will include retroactively applied adjustments back to the date of installation.
4. The Company shall specify a time schedule relative to the Customer's billing schedule (i.e. within three calendar days of the end of each monthly billing cycle hereto) for lights included in this pilot program, each and every month during the pilot program the Customer must report to PG&E, by electronic mail to be sent to the Company electronic mail mailbox identified in Paragraph 3 of this Agreement, the information from the Customer's control system showing the daily energy consumed by each participating streetlight fixture operating under the control and monitoring system (both by streetlight as well as aggregated), and other data meeting the requirements/format specified in Attachment A hereto:
 - a. Customer reports energy consumed by each control device, adjustment made when control device's demand exceeds 1.0 Watts
 - b. Equipment Changes: For lights included in the pilot, the Customer will report all changes to lighting fixtures (fixtures added or removed, or a change in fixture size or type) within five (5) calendar days of installation to the Company electronic mail mailbox specified at the time the new single Account addressed in Paragraph 1 of this Agreement is established. The Customer will use a reconciliation spreadsheet provided by the Company to report all lighting changes. (See Attachment A). If the Customer requires that the network controlled data logger be removed from a streetlight, the Customer must notify the Company within five (5) calendar days of removal. The Company will then

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move this streetlight off the pilot Account and back onto regular service under Schedule LS-2.

5. Upon receipt of the Customer's monthly data, the Company will promptly perform a set of validations on the submitted data to ensure completeness and accuracy, and, if deemed usable, will utilize that data to create a credit/adjustment to the standard LS-2 tariff charges to be included in the Customer's bill on a bi-monthly basis (as set forth in Paragraph 6).
 - a. If data is missing, inaccurate, or otherwise found by the Company to be unusable for this purpose (see Paragraph 8), the Company will promptly communicate that to the Customer and request re-submittal, and may take other action as specified below.
 - b. If the Customer has timely submitted daily cumulative usage measurements from its network controlled data loggers, which the Company has found to be accurate and usable for this purpose, the Company will calculate the total kilowatt hour usage from the first day of the billing cycle through the last day of the billing cycle by subtraction (see Paragraph 6).
6. The Company will provide the Customer with a credit/adjustment, calculated from the validated energy measurements provided by the Customer's streetlight control and monitoring system for that month, as an adjustment to the Customer's monthly bill under the applicable LS-2 tariff energy charges. Application of the adjustment will be made every other month (bimonthly), with a monthly report to also be provided by the Company itemizing the basis for adjustment. The adjustment will appear on the bill as a lump sum adjustment to the otherwise applicable LS-2 charges. The Customer will receive adjustments starting with the date of installation or the date of onset of the pilot whichever date is later.
 - a. The Company will sum the validated daily usage values in watt hours or kilowatt hours, submitted by the Customer, from the first day of the billing cycle through the last day of the two-month billing adjustment cycle to establish total usage for the period.
 - b. Using the validated total kilowatt hour values, for each individual streetlight, the Company will calculate an adjustment equal to the product of the applicable LS-2 energy charge multiplied by the difference between the standard LS-2 usage (all night) and the reported usage (per dimming).
 - c. The cumulative calculated adjustment for the two prior months will be displayed on the bill every other month at both the individual service agreement level (for the number of lights contained on that service agreement) and at the account level for all lights contained on that account, both of which will be single, aggregated dollar values for the combined number of control equipped lights for which the participating customer has submitted validated data.

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- d. The Customer will then pay the net amount equal to the LS-2 energy charge and facility charge less or in addition to the adjustment reflecting validated streetlight operation data.
- e. In addition to and shortly after the Company issues the billing statement, the Company shall also provide the Customer with a bi-monthly electronic report detailing, for each individual streetlight, the validated measured kilowatt hour usage, and the amount of the adjustment calculated, for each separate billing cycle month.
- f. For any light with data receipt failure or other data issue that prevents recording or reporting of accurate usage information for a reporting period (see Paragraph 8), the base monthly LS-2 tariff rate will be applied without adjustment. If missing data is subsequently made available within the period specified in Electric Rule 17.1, billing adjustments will be made based on reported data.
- g. Where a change in electric rates occurs within a reporting period, daily load information will be used to calculate adjustments based on the effective date of the rate change.
- h. The cumulative calculated adjustment will be displayed on the bill every other month at both the individual service agreement level (for the number of lights contained on that service agreement) and at the account level for all lights contained on that account, both of which will be single, aggregated dollar values for the combined number of control equipped lights for which the Customer has submitted validated data. The bi-monthly adjustments will be provided to the Customer on the bills that nominally end in the following, "even numbered" months:
 - i. August
 - ii. October
 - iii. December
 - iv. February
 - v. April
 - vi. June

For the other, "odd-numbered" months (July, September, November, January, March and May) the participant will be billed under Schedule LS-2 and shall timely pay its bill without a contemporaneous adjustment for any usage reductions due to streetlight dimming through the network controller.

- 7. During the second year of the pilot program, the Company will conduct an audit to determine whether actual, reported usage from the network control system's data loggers is accurate. The Customer will cooperate with the Company, including but not limited to, providing data and information requested by the Company (such as any changes in operating schedule), and providing access to and the ability to test the lights, circuitry and loggers and other equipment used for the operation of the Customer's program, including information from suppliers of equipment and/or services for the

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Customer's program. The Company shall provide the Customer with no less than 48 hours' advance notice of any intended site visit. The site visit will be scheduled during the standard work week, between 8 AM and 2 PM. At its own expense, the Customer may attend and observe the field audit.

- a. All pilot program participants, including the Company and the Customer, will meet after the audit to: evaluate the first year of the pilot program, discuss proposing any mid-term adjustments, and begin to discuss potential longer-term billing solutions (cost, structure, etc.), if data logger output has been found to be consistent with both Rule 17 and Direct Access standards (DASMMD). Audit requirements and basic outline are included in Attachment A.
 - b. At the sole discretion of the Customer, the Customer may also test data logger devices to ensure proper reporting of energy consumption (e.g. whether it is recording data to within +/- 2% accuracy). The Customer will also monitor its software reports for anomalies (e.g. system alarm and error messages). If any of the Customer's tests or monitoring ever reveals any such anomalies, within 5 days the Customer shall report such findings to the Company.
8. The following requirements are specific conditions of service required to maintain participation in the pilot program:
- a. Missing, Inaccurate or Otherwise Unusable Data
 - i. If during monthly operation of the pilot the Company determines that more than 5% of the expected data logger readings of the electrical usage are either missing, inaccurate, or otherwise unusable, the Company will alert the Customer of the specific streetlights and records involved. If the nature of the problem is data-related, the Customer will have 5 days to provide the data in question or demonstrate that the problem is not a Customer problem. If the nature of the problem is hardware related, the Company will afford the Customer two weeks to test its equipment (control and luminaire) and review its maintenance records. The Customer shall provide the Company with the results of its test and other efforts, in writing. Until any such data-related or hardware-related problems are cured, the Company shall bill the problem service accounts at the standard LS-2 charges and fixed kilowatt hour amounts, without adjustment. When the Customer is able to demonstrate that the problem service accounts have been cured, the Company will once again adjust those bills in accordance with the data logger readings. If the Customer is able to demonstrate to the Company's satisfaction that the problem relates solely to the Company's processing of Customer data, the Company will adjust the Customer's bill in accordance with the customer's usage reports when the next bi-monthly bill adjustment is made.

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- ii. If more than 5% of the expected data logger readings continue to be missing, inaccurate or otherwise unusable for any 4 months or greater period (either consecutive or not) during any 12 month period within the pilot's term, the Company reserves the right in its sole discretion to suspend pilot participation for the Customer. The Customer may seek reinstatement through demonstration of resolution of these deficiencies.
- iii. If during monthly operation of the pilot the Company determines that less than 5% of the expected data logger readings of the electrical usage are either missing, inaccurate, or otherwise unusable, the Company will notify the Customer that they have 5 days to provide the data in question or demonstrate that the problem is not on the Customer side. During this period the Company will delay issuing the customer's adjusted bill with the expectation of data submission. If the Company has not received the requested data within this 5-day period, the Company will bill the Customer at the standard LS-2 charges and fixed kilowatt hour amounts. If the data is provided after this bill, the Company will credit the Customer in a subsequent bill. If the participant is able to demonstrate to the Company's satisfaction that the problem relates solely to the Company's processing of the customer's data, the Company will make the adjustment for the Customer on the basis of logger readings supplied by the Customer.
- iv. Should the audit reveal that, based on the Company's actual administrative costs during the audit period, the projected total pilot costs are likely to exceed \$150,000 before the pilot concludes, the Company and the Customer and all other pilot program participants will reach an agreement on a cost-sharing arrangement relating to the expected administrative costs per month to participate during the remainder of the pilot. If the parties cannot agree on mutually acceptable terms for cost-sharing, the participating customers have the option of withdrawing from the pilot, and the Company has the option of suspending participation in the pilot program for such participants.
- v. Within a reasonable time after completion of the audit, the Company will provide the Customer and all other pilot program participants with a status report on PG&E's actual costs for the pilot to date and its projected costs to administer the pilot for the remainder of its term. Thereafter, the Company shall provide to the Customer and all other pilot program participants, upon the request of any participant, a similar status report on total pilot costs, up to a maximum of one such report per quarter.
- vi. In circumstances where pilot participants pay the Company's administrative costs after the Company's total expenditures has reached \$150,000, the Company will submit to the Customer and all other participants a separate statement reflecting the agreed monthly administrative costs for that participant's continued participation in the

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pilot. As to any participant that does not pay such costs in a timely manner, the Company may, in its sole discretion, suspend participation for any participant and bill without adjustment under LS-2 during that period. If and when the participant later pays such costs, the Company shall resume making adjustments for the next bi-monthly adjustment period.

- vii. Missing, inaccurate and unusable data on electrical consumption shall be deemed to include:

Missing: The participant did not deliver expected read(s) for a data logger in service for that streetlight.

Inaccurate: The read delivered by the participant yielded a usage value outside anticipated tolerance on high / low validation

Unusable: The read delivered by the participant was not usable in PG&E's calculation process (e.g., expected 5 dial read received 4 dial, etc.)

- b. **Audit Results**: If the results of the Company's audit of the data loggers or readings within the Customer's system indicate that the data previously used to credit the participant was inaccurate or otherwise unusable, the Company reserves the right to suspend the pilot for the Customer, and bill the Customer at the standard LS-2 charges and fixed kilowatt hour amounts, including retroactive billing, for any period previously credited up to 3 years consistent with Company's tariffs as on file with the Commission. The Company will meet and confer with the Customer before taking this action. If the Customer is able to demonstrate, to the satisfaction of the Company, that the problem with the data logger has been corrected, and the Customer wishes to resume participation in the pilot, the Customer shall be reinstated.
- c. **Overall Term of Pilot Agreement**: Unless otherwise terminated or suspended by operation of other provisions, the agreements under pilot program shall expire at the end of three years or when the Commission issues a final decision in Phase 2 of the Company's 2014 General Rate Case, whichever comes later.
9. The Company will provide annually, within 90 days of the end of each calendar year of the limited pilot program following the first full year of the pilot, a report of the Company's actual and projected administrative costs associated with the program in the form of an Advice Letter filed with the Commission. In the event that pilot participants pay the Company's additional administrative costs (per terms included in paragraph 8.vi. above), a breakdown of each participant's contribution will be included in the report.
10. Only duly authorized employees or agents of the Company may connect Customer's electrical loads to, or disconnect the same from, the Company's electric distribution facilities.



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11. Neither this Agreement nor conditions of electric service hereunder shall constitute permission or authorization for any use or occupation of the Company's facilities or facilities of any third party by Customer. 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 private property or within the public right of way.
12. Service furnished in accordance with this Agreement shall in all respects be subject to Company's applicable tariffs on file with the Commission and shall at all times be subject to such changes or modifications by the Commission as said Commission may, from time to time, direct in the exercise of its jurisdiction.
13. Whenever Customer owned streetlights, controls or related equipment are attached to Company owned poles or facilities, all such Customer facilities shall be installed, maintained and operated at all times in accordance with all applicable laws, rules and regulations by any governmental authority with jurisdiction, including Commission's General Order 95.
14. If, for any reason, the Customer determines that it is not in its interest to continue its participation in the pilot, the Customer retains the right to opt out subject to the following conditions. Before it may opt out, the Customer must first provide written notice to the Company of its decision to opt out, and the Company shall return all of the Customer's network controlled streetlights to their existing non-controlled light bill by lamp type and bill them under Schedule LS-2 in accordance with PG&E Rule 12 provisions for rate changes (i.e., effective the next bill cycle). If the Customer opts out of the pilot, it may not return to service under the pilot for a year, also in accordance with Rule 12. Even after opting out, the Customer shall provide the Company with requested documentation reasonably necessary for the Company to conduct an audit and evaluate the pilot.
15. The Company and the Customer will each identify an individual to serve as a primary point of contact for all issues and notices required herein, with the exception of the separately identified electronic mail box identified in Paragraph 3 and used for data reporting and equipment changes, and share with the other party appropriate contact information for the identified individual. The identity and contact information for the primary contact individual may be changed by the Company or Customer as business needs change, but appropriate contact information will be shared promptly and maintained current at all times.
16. The Customer is solely responsible for streetlight system design, maintenance and operation, including selection of light sources, illumination levels, lighting pattern layout and coverage, and for establishing, implementing and maintaining any dimming schedule used to alter streetlighting output for the purpose of saving energy.
17. 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.



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APPROVED:

	PACIFIC GAS AND ELECTRIC COMPANY
_____ (Customer)	_____
_____ (Signature)	_____ (Signature)
_____ (Type/Print Name)	_____ (Type/Print Name)
_____ (Title)	_____ (Title)
_____ (Date)	_____ (Date)

Attachment A
Attachment B
Attachment C

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ATTACHMENT A - Requirements

**PG&E's Data Scheduling & Audit
Requirements for Pilot Program**

I. DATA SUBMITTAL REQUIREMENTS

To be eligible for streetlight control billing credits, the Customer must submit monthly data files to PG&E (based on Detailed Schedule for Data Reporting discussed in the term sheet above as well as set forth below) that each contain:

A. Mandatory Data Fields for Monthly Reporting

(i) Base Data Fields from PG&E Records -- Provided Initially by Company but Included with Each Month Report by Customer

1. PG&E Account ID: Provided for each streetlight data row
2. PG&E Service Agreement ID (SAID): Provided for each streetlight data row
3. PG&E Service Point ID: Provided for each streetlight data row
4. Streetlight ID: The current Company or Customer assigned pole number identifying streetlight(s) with controls matching Badge Number included in PG&E billing record, required condition of LS-2 service.

(ii) Data Supplied with Each Monthly Report by Customer:

1. Install Date: The date the streetlight control was installed.
2. Wattage Rating of Control: The total wattage of installed control and monitoring equipment. <Required for energy use adjustment if control does not monitor own use and if control uses more than 1.0 Watt. Will be disregarded if control tests show less than 1 watt or if control reports its own use.>
3. Lamp Wattage and Type: The type of fixture installed and wattage of the installed lamp (Company will adjust for ballast wattage if applicable, does not apply to LED or Induction).
4. Individual Day: To facilitate the most accurate possible adjustment for the customer for the measurement period, and to avoid proration issues if a rate change occurs during the quarter, data for each lamp is to be reported for each individual day within the reporting period.
5. Read Date/Time: Date (MMDDYYYY) and time (HHMMSS) of each daily read for the reporting period.
6. Period Read: Native, unaltered cumulative watt hour reading from control system for the measurement period; or native, unaltered usage value for the measurement period and all succeeding usage values for entire measurement period.
7. Equipment Changes: Customer will report any change to equipment during the period, including lamp size, fixture, or monitoring and control changes, and all information included in items 1 - 6 above.



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ATTACHMENT A - Requirements

PG&E's Data Scheduling & Audit Requirements for Pilot Program

B. PG&E Manual Adjustment of Billing -- Monthly

- Per detailed schedule in Section II, Company will calculate kWh usage for measurement period, and apply tariff charges to produce adjustment (may increase bill during winter months).
- Where report data can't be validated due to data errors, or other technical issues, the base monthly tariff billing per lamp will be billed. If missing data is subsequently made available within the period specified in Rule 17.1, billing adjustments will be made based on reported data.

Additional Required Information

1. Group or Schedule Code: If the Customer operated multiple streetlights on similar dimming schedules, providing intended operating schedule assignment in group code form for each streetlight enhances audit/data quality assurance, for verification of actual operation/use to Agency's intended use.
2. Other System Collected Data: Upon request and assuming vendor system can provide it, Company is entitled to also receive Power (wattage), calculated burn hours, amperage, and voltage for each light, as well as certain system generated status, alarm, fault, or exception telemetry that would assist PG&E in verifying data accuracy.

II. Detailed Schedule for Data Reporting (for Monthly Billing Adjustments)

1. The Company and the Customer will agree on a monthly billing cycle for the new Service Agreement and Account for lights included in this pilot program. Processes will be implemented so that billing for the new Service Agreement and account will be made based on the following schedule for each billing cycle: The Company and the Customer will agree on a monthly "Bill Cycle." The Bill Cycle will be established, corresponding to PG&E metered account bill cycles, where the period covered by the cycle will be approximately 30 days, and may vary from 27 to 33 days.
2. Following the close of the "Billing Window" (see 4 below) of the prior month Bill Cycle, Company will place a "hold" on the account so that a standard automatic calculation of billing based on standard LS-2 lamp rates will not be performed.
3. For inclusion of newly retrofit lamps in the adjustment for the current "Bill Cycle" Customer must report changes by close of business on the fifth (5th) calendar day prior to the last day of the Bill Cycle. (For example, if the last day of the Bill Cycle is April 19th, the last day for the Customer to be able to report a change is April 15th.)
4. The "Billing Window" for the Account and Service Agreement will be 10 days, and will start on the closing day of the Bill Cycle.
5. Customer must report data from its control and monitoring system to Company within 1 day of the close of the Bill Cycle.



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ATTACHMENT A - Requirements

PG&E's Data Scheduling & Audit Requirements for Pilot Program

6. Company will perform data validation processing and adjustment calculations, and provide the Customer with notification of missing or unusable data (if any) within the next 5 days. The close of business on the 5th day following submission of Customer data (the sixth day of the Billing Window) is the deadline for any adjustments to data, and standard LS-2 energy charges will apply for any light for which usable data is not received.
7. One day prior to the close of the Billing Window, Company will release the "hold" placed on the account so that billing may proceed.
8. The bill for the Account and Service Agreement included in the pilot program will be produced and mailed within 2-3 days of the close of the Billing Window.

III. AUDIT REQUIREMENTS

During pilot's second year, Company will audit data logging/reporting accuracy, including but not limited to the following:

1. Customer will provide appropriate vendor documentation, such as specification sheets, applicable certification testing and compliance documentation, 3rd party evaluations, etc., for each vendor technology. This will also include any data security studies and documentation detailing system data integrity features and performance.
2. Company will require a small number (to be determined and agreed upon later) of samples of each vendor control and monitoring technology for testing by Company.
3. Customer will provide, at Company's request, periodic on-site access to vendor system during the audit period to verify that system-resident readings for selected streetlight sample agrees with submitted readings.
4. Company may field-verify a sample of installed fixtures during the audit period to ensure a) fixture type and wattage agrees with the Customer's data file, and b) existence of control/monitoring devices there.
5. Company shall evaluate whether the network control system's data loggers meet utility revenue quality standards under both Rule 17 and the Direct Access standards (DASMMD).

After audit is complete, all participants will meet to:

- Evaluate the first year of the pilot program
- Discuss proposing any mid-term adjustments to the pilot, and
- Begin to discuss potential longer-term billing solutions, the nature of which will depend on whether the data loggers have been found to meet both Rule 17 and Direct Access standards (DASMMD).



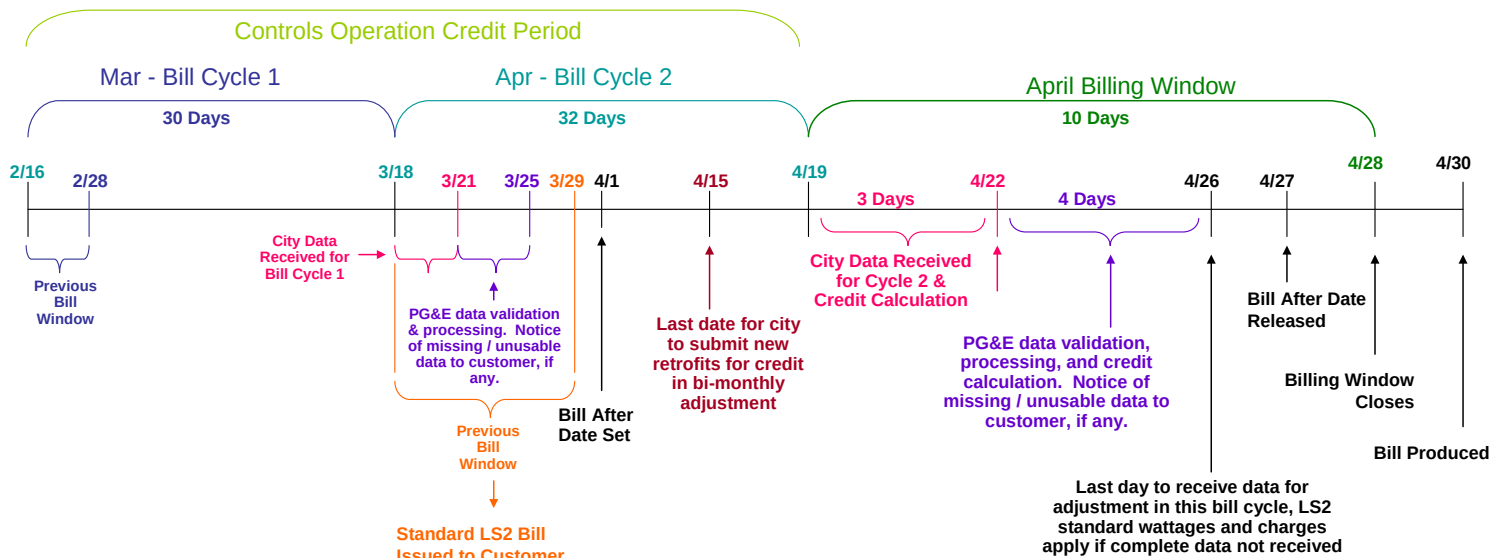
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ATTACHMENT B - Network Controlled Dimmable Streetlight Pilot Timeline



Bi-Monthly Processing Timeline for Controls Credit

Example: February to March 2011 Controls Operation, with Retroactive Credit Applied in April 2011 Bill Statement.



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ATTACHMENT C
**Customer Eligibility
Requirements for Pilot Program**

Eligibility for Participation

A limited number of Customers (no more than five) may participate in the pilot, subject to the following eligibility requirements:

- A. In consideration of their significant efforts and expenditures of resources to develop this pilot, and to move forward with network controlled streetlights, the Cities of San Jose and Oakland will receive the first two reservations to participate, subject to their meeting all of the other eligibility requirements below. The three remaining slots shall be available to all other eligible potential Customers as of the date the CPUC approves this pilot program.
- B. A Customer may secure a “reservation” for one of five slots for potential participation in the pilot program as follows:
 1. During its process of preparing and issuing an RFP, each potential Customer, other than San Jose or Oakland, must contact Company to confirm whether there are still any of the remaining three of the total of five pilot reservation slots potentially available.
 2. Once that potential Customer receives a proposal or proposals in response to its RFP or RFB that would enable it to purchase equipment that would result in installation by December 31, 2012 of network control systems for at least 300 networked streetlights (or the difference between the number of networked streetlights previously installed and 300), that potential Customer shall provide written notice to Company attaching the response(s) to its RFP or RFB. Company shall review the responses to RFP or RFB to evaluate whether they have met the requirements set forth in this section (including project installation timeline and minimum number of networked streetlights), and confirm in writing within 14 calendar days of receipt that that potential Customer has qualified to reserve one of the 5 total pilot slots. Reservations will be issued on a first-come-first-served basis. If a potential Customer satisfies all of the above requirements, but its notice is received by Company after five slots have been reserved by other jurisdictions, it shall be placed on the waiting list in the order received and Company shall notify it that it has qualified for the waiting list and inform it of its waiting list number.
 3. Each potential Customer who has secured a reservation must, within 90 days of receiving Company's notification of reservation, provide Company with written notice that it has executed a contract with a vendor to install equipment that would result in at least 300 networked streetlights (or the difference between the number of networked streetlights previously installed and 300) by December 31, 2012, and attach to such notice a copy of that contract. Company shall, within 14 calendar days of receipt of such contract, review it and provide notice to the potential Customer as to whether it has qualified as a pilot participant.



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ATTACHMENT C

Customer Eligibility Requirements for Pilot Program

4. If the potential Customer does not fully execute a contract within 90 days of receiving Company's notification of its reservation in the pilot program, or if Company determines that its contract could not result in installation of equipment that would result in at least 300 networked streetlights (or the difference between the number of networked streetlights previously installed and 300) by December 31, 2012, that potential Customer shall lose its reservation and be placed on the end of the pilot waiting list, and Company would invite the next potential participant who can meet these requirements to complete the reservation process.
 5. Each Customer that has received a slot in the pilot must still meet all other eligibility requirements set forth herein. If, at any time during the pilot, Company determines that a Customer does not meet all eligibility requirements, Company shall provide a notice of ineligibility to that Customer specifying each and every requirement it has been found not to meet. If it cannot document that it has cured and now meets each and every such eligibility requirement within 60 days of such notice, it shall be removed from the pilot program.
 6. Once a potential Customer has been provided notice that it has qualified for a slot as one of the total of no more than 5 pilot participants, even if that Customer later becomes ineligible or opts out of further participation, its slot in the pilot cannot later be filled by any other potential participant from the waiting list.
 7. The enrolled Customers in the pilot program as of December 31, 2012 shall be the only participants eligible for the pilot, and there shall be no further admittances to the program from the waiting list.
- C. Each Customer who has qualified for one of the five pilot slots must have installed equipment that equips at least 300 public streetlights with a working remote control/monitoring system before December 31, 2012; and
- D. Each Customer's and potential Customer's control/monitoring system must include revenue-grade data loggers capable of meeting Rule 17 and Direct Access (DASMMMD) standards for operational accuracy; and
- E. Each Customer and potential Customer must inform Company in writing how many new lights it plans to include in the pilot as it makes that determination. Customers will provide more specific information on the streetlights as they are installed, including, but not limited to: the model and manufacturer of the light and monitor/control system as well as the energy consumption of the monitor/control device (*See also*, Paragraph 3 of the Agreement); and
- F. All other non-streetlight or parasitic load must be accounted for and billed under separate agreements; and



Special Contract for Unmetered Service Agreement for Energy Use Adjustments for Network Controlled Dimmable Streetlights - Limited Pilot Program

ATTACHMENT C

Customer Eligibility Requirements for Pilot Program

- G. Each control device must record its own usage, or, per agreement, for total device demand greater than one watt, the participating Customer and Company may determine the estimated usage of each device and agree to a fixed adjustment in advance; and
- H. To be eligible to for participation in the pilot the potential Customer must also meet the following initial technology qualifications:
- I. Otherwise eligible Customers that have not issued an RFP before this agreement was reached must first, as part of their RFP process:
 - 1. Arrange for each network control system vendor finalist to do a proof of concept demonstration of its network control technology with Company, and
 - 2. Produce and provide to Company before selection of final vendor:
 - a) A test export of usage data that meets Company's data requirement specifications as set forth below. Company will consider utilizing industry standard communications protocols, such as EDI or IEC-CIM, after conclusion of the pilot and when a new rate schedule is implemented; and
 - b) Vendor documentation substantiating network control system data logger accuracy within +/- 2 percent, consistent with Rule 17 and the Direct Access Standards (DASMMD); and
 - c) Documentation showing that there will be a vendor/manufacture warranty or other enforceable contractual provision that ensures the network control system would be judged to have failed and be eligible for replacement if it does not perform to within +/- 2% throughout the pilot period.
 - 3. Otherwise eligible Customers that have completed their purchasing process before this settlement agreement was executed shall work with Company and shall ensure that the above technical qualification provisions do not pose a barrier to participation in the pilot.
 - 4. The provision of information to Company under this initial technology qualification section for the pilot program does not insert Company as an evaluator of finalists for the RFP itself, rather if the potential participant, who is still solely responsible for its own RFP process, selects a vendor that does not meet the above technical qualification provisions, it does so at its own risk of non-eligibility for the pilot program.



Pacific Gas and Electric Company
San Francisco, California
U 39

Revised
Cancelling Original

Cal. P.U.C. Sheet No. 33028-E
Cal. P.U.C. Sheet No. 31456-E

ELECTRIC SAMPLE FORM 79-1141
AGREEMENT FOR SCHEDULE A-15
FIXED USAGE ESTIMATE

Sheet 1

Advice Letter No: 4285-E
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed September 24, 2013
Effective October 24, 2013
Resolution No. _____



AGREEMENT FOR SCHEDULE A-15 FIXED USAGE ESTIMATE

DISTRIBUTION

- ☐ Customer (Copy)
- ☐ Division ES&S (Copy)
- ☐ Records Processing (Original)

REFERENCES

BD.#: _____

SA #: _____

This 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 on Schedule A-15F at the locations reported for equipment described in the attachments to this Agreement and billing data reported monthly or annually as required by this Agreement and subject to review by the Company for unmetered status.

WHEREAS, in the Company's opinion, it would be impractical, infeasible, or cost prohibitive to install direct current (DC) electric meters at the requested locations and for equipment installed subject to this Agreement; and

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, or through the use of a temporary measuring device or DC monitor; and

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 as provided herein.

NOW THEREFORE, in consideration of the terms and covenants contained herein, Customer and the Company hereby agree as follows:

1. Customer's equipment that is the subject of this Agreement, are identified in the data sheets set forth in Attachment A (Equipment). Each location will be considered a separate account and billed on the Company's regular monthly billing cycle for the applicable area. Each location will be evaluated for unmetered service separate from any other location. Billing of fixed usage will be done under the rate schedule indicated on Attachment A. Billing will be based on the methodology described in paragraph 3, below. This Agreement is for Equipment directly connected to the Company's distribution system, and is not available for equipment connected via a third party service, or third party equipment.
2. Each individual piece of Equipment shall constitute a separate unit for purposes of this Agreement. The method of determining the electric usage for each unit shall be as follows:
 - a) Customer shall provide the Company all of the information necessary to complete Attachment A, including without limitation, the description of the equipment model, type, unit and load, prior to the installation of any Equipment. To facilitate completion of Attachment A, third party testing results or metered results are required where Customer has no manufacturer data. Information to verify the number and location of all Equipment at each service location shall be reported as described in Attachment A.
3. The monthly energy charge will be based on Equipment identified in Attachment A and the calculated kilowatt hours (kWh) applied to all locations for that equipment from the documented average consumption or rated input under paragraph 2a, above. The monthly charge shall also include all other charges under the General Services rate Schedule A-15, including the single customer charge per location, and single facility charge per location.

AGREEMENT FOR SCHEDULE A-15 FIXED USAGE ESTIMATE

- 4 Pursuant to Section D of the Company's Electric Rule 3, Customer will promptly furnish the Company with notice of any changes in the connected or rated electrical loads or operating characteristics of such load for Equipment and each location for which service is provided under this Agreement, Attachment A shall be revised for the Equipment in question. As required in paragraph 6, Customers shall furnish the Company with information with a frequency and in a format acceptable to the Company, verifying and reconciling the Equipment at each service location, current installs and removals for the month or annually, including changes in Model or type of equipment. Any changes relating to the Model or type shall be reported as described in Attachment A. Any changes relating to the number or location of any Equipment and reflecting the net result of any installations or removals shall be reported as described in Attachment A. If it is determined 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 applicable charges for this electrical load, calculated in accordance with paragraphs 2 and 3, above. The Company reserves the right to field or bench test Customer's Equipment to verify the full rated input or average consumption. The Company reserves the right to review calibration records of Customer's test equipment used to provide measured load for previously existing grandfathered units.
- 5 Auditing will be conducted at the Company's sole discretion. Customer will provide a complete and accurate inventory and other information as required in paragraph 4 and in Attachment A. Customer shall provide access to Equipment and provide assistance to the Company as necessary to complete the audit. The Company shall have the right to collect the costs of the additional field verification work that would otherwise not be incurred in serving metered facilities.
- 6 As provided for in the Company's Electric Rule 11, Section A.1, billing will continue until such time that Customer informs the Company with 2 days prior written notice to: a) terminate billing; and b) as a condition of this Agreement, to make proper notification for scheduling the Company to de-energize Customer's Equipment.
- 7 Only duly authorized employees or agents of the Company may connect Customer's electrical loads to, or disconnect the same from, the Company's electric distribution facilities.
- 8 Neither this Agreement nor conditions of electric service hereunder shall constitute permission or authorization for any use or occupation of the Company's facilities or facilities of any third party by Customer. 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 private property or within the public right of way.
- 9 Service furnished in accordance with this Agreement shall in all respects be subject to Company's applicable tariffs on file with the California Public Utilities Commission and shall at times be subject to such changes or modifications by the California Public Utilities Commission as said Commission may, from time to time, direct in the exercise of its jurisdiction.
- 10 Customer's Equipment shall be installed, maintained and operated at all times in accordance with all applicable laws, rules and regulations by any governmental authority with jurisdiction, including Commission's General Order 95. Customer will inform the Company as to the state, county, or local government authority with jurisdiction to approve installation of facilities to be energized, obtain proper inspection clearance or other approvals as required, and provide evidence of clearance to the Company. Where no state, county or local government authority has jurisdiction over Customer's installation, Customer will inform the Company of that fact and will provide the Company with a letter from Customer's qualified electrical engineer or engineering consultant authorizing Company to energize service to Customer's Equipment and indicating compliance with Customer's design criteria.

AGREEMENT FOR SCHEDULE A-15 FIXED USAGE ESTIMATE

11. This Agreement may be cancelled by either party on thirty (30) days prior written notice to the other party, which shall result in termination of service, unless: 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, 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 unmetered service.
13. If Customer acquires additional unmetered facilities through merger, purchase, or other forms of acquisition, all such acquired unmetered facilities 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. If Customer is acquired by a third party, assignment of this Agreement shall be subject to the provisions of paragraph 18.
14. The Company is authorized to revise the form of Attachment A at its sole discretion and at any time require additional 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 8329
_____	Stockton, CA 95208
Attn: _____	Attn. Unmetered Electric Usage

16. Customer's bill shall be mailed to the address listed below and in Attachment A.

Billing Name: _____	
Address: _____	

Attn: _____	

17. 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.



AGREEMENT FOR SCHEDULE A-15 FIXED USAGE ESTIMATE

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.

APPROVED:

	PACIFIC GAS AND ELECTRIC COMPANY
_____ (Customer)	_____
_____ (Signature)	_____ (Signature)
_____ (Type/Print Name)	_____ (Type/Print Name)
_____ (Title)	_____ (Title)
_____ (Date)	_____ (Date)



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Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

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

1st Light Energy	Douglass & Liddell	OnGrid Solar
AT&T	Downey & Brand	Pacific Gas and Electric Company
Alcantar & Kahl LLP	Ellison Schneider & Harris LLP	Praxair
Anderson & Poole	G. A. Krause & Assoc.	Regulatory & Cogeneration Service, Inc.
BART	GenOn Energy Inc.	SCD Energy Solutions
Barkovich & Yap, Inc.	GenOn Energy, Inc.	SCE
Bartle Wells Associates	Goodin, MacBride, Squeri, Schlotz & Ritchie	SDG&E and SoCalGas
Braun Blaising McLaughlin, P.C.	Green Power Institute	SPURR
California Cotton Ginners & Growers Assn	Hanna & Morton	San Francisco Public Utilities Commission
California Energy Commission	In House Energy	Seattle City Light
California Public Utilities Commission	International Power Technology	Sempra Utilities
California State Association of Counties	Intestate Gas Services, Inc.	SoCalGas
Calpine	Kelly Group	Southern California Edison Company
Casner, Steve	Linde	Spark Energy
Cenergy Power	Los Angeles Dept of Water & Power	Sun Light & Power
Center for Biological Diversity	MAC Lighting Consulting	Sunshine Design
City of Palo Alto	MRW & Associates	Tecogen, Inc.
City of San Jose	Manatt Phelps Phillips	Tiger Natural Gas, Inc.
Clean Power	Marin Energy Authority	TransCanada
Coast Economic Consulting	McKenna Long & Aldridge LLP	Utility Cost Management
Commercial Energy	McKenzie & Associates	Utility Power Solutions
County of Tehama - Department of Public Works	Modesto Irrigation District	Utility Specialists
Crossborder Energy	Morgan Stanley	Verizon
Davis Wright Tremaine LLP	NLine Energy, Inc.	Water and Energy Consulting
Day Carter Murphy	NRG Solar	Wellhead Electric Company
Defense Energy Support Center	Nexant, Inc.	Western Manufactured Housing Communities Association (WMA)
Dept of General Services	North America Power Partners	
Division of Ratepayer Advocates	Occidental Energy Marketing, Inc.	