

PUBLIC UTILITIES COMMISSION
505 Van Ness Avenue
San Francisco CA 94102-3298



Pacific Gas & Electric Company
ELC (Corp ID 39)
Status of Advice Letter 6299E
As of October 28, 2021

Subject: Executed Pole Rate Agreement with Telecommunications Carriers and Cable T.V. Companies Pursuant to Decisions 98-10-058, 16-01-046, and 18-04-007

Division Assigned: Energy

Date Filed: 08-18-2021

Date to Calendar: 08-20-2021

Authorizing Documents: D9810058

Authorizing Documents: D1601046

Authorizing Documents: D1804007

Disposition:	Accepted
Effective Date:	08-18-2021

PUBLIC UTILITIES COMMISSION
505 Van Ness Avenue
San Francisco CA 94102-3298



Resolution Required: No

Resolution Number: None

Commission Meeting Date: None

CPUC Contact Information:

edtariffunit@cpuc.ca.gov

AL Certificate Contact Information:

Kimberly Loo

415-973-4587

PGETariffs@pge.com

PUBLIC UTILITIES COMMISSION
505 Van Ness Avenue
San Francisco CA 94102-3298



To: Energy Company Filing Advice Letter

From: Energy Division PAL Coordinator

Subject: Your Advice Letter Filing

The Energy Division of the California Public Utilities Commission has processed your recent Advice Letter (AL) filing and is returning an AL status certificate for your records.

The AL status certificate indicates:

- Advice Letter Number
- Name of Filer
- CPUC Corporate ID number of Filer
- Subject of Filing
- Date Filed
- Disposition of Filing (Accepted, Rejected, Withdrawn, etc.)
- Effective Date of Filing
- Other Miscellaneous Information (e.g., Resolution, if applicable, etc.)

The Energy Division has made no changes to your copy of the Advice Letter Filing; please review your Advice Letter Filing with the information contained in the AL status certificate, and update your Advice Letter and tariff records accordingly.

All inquiries to the California Public Utilities Commission on the status of your Advice Letter Filing will be answered by Energy Division staff based on the information contained in the Energy Division's PAL database from which the AL status certificate is generated. If you have any questions on this matter please contact the:

Energy Division's Tariff Unit by e-mail to
edtariffunit@cpuc.ca.gov



Sidney Bob Dietz II
Director
Regulatory Relations

Pacific Gas and Electric Company
77 Beale St., Mail Code B13U
P.O. Box 770000
San Francisco, CA 94177

Fax: 415-973-3582

August 18, 2021

Advice 6299-E

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

Subject: Executed Pole Rate Agreement with Telecommunications Carriers and Cable T.V. Companies Pursuant to Decisions 98-10-058, 16-01-046, and 18-04-007

Purpose

Pacific Gas and Electric Company hereby submits to the California Public Utilities Commission (CPUC or Commission) the attached Pole Rate Agreement as Attachment A, which contains the schedule of pole attachment rates for pole license agreements between PG&E and the members of the California Cable & Telecommunications Association (CCTA). PG&E is submitting the Pole Rate Agreement in accordance with Section VI.C of the Rights-of-Way (ROW) access rules in Commission Decisions (D.) 98-10-058, D.16-01-046, and D.18-04-007.

Background

In October 1998, the Commission issued D.98-10-058 containing the ROW access rules for Competitive Local Exchange Carriers (CLECs) and Cable TV companies (CaTVs) to attach wireline attachments to public utility ROWs and support structures. In D.16-01-046, the Commission subsequently permitted Commercial Mobile Radio Service (CMRS) carriers nondiscriminatory access rights for wireless attachments under the same ROW rules. Subsequently, in D.18-04-007, the Commission permitted CLECs nondiscriminatory access to attach wireless attachments under the same ROW rules as well. Agreements executed under Section VI.C.2 of the ROW rules are to be extended on a nondiscriminatory basis to all other similarly situated telecommunication carriers. Thus, an important principle under the ROW rules is the provision of nondiscriminatory access to carriers who qualify under the CPUC's ROW rules.

Section VI.C.1 of the ROW rules in D.98-10-058 provides that a utility that negotiates a pole license agreement with a CaTV or CLEC (for their wireline attachments) under the ROW rules is to file the executed agreement with the Commission. Section VI.C.1.a specifically provides that the annual fee for attaching to a pole and supporting anchor should also be included. And, as indicated above, Section VI.C.2 in the same decision

provides that the agreement must be extended on a nondiscriminatory basis to all other similarly situated telecommunication carriers or CaTVs. Thus, in compliance with Section VI.C.1, PG&E submitted its standard pole license agreements for attachers via advice letters.¹ As discussed further below, PG&E is now submitting its Pole Rate Agreement between PG&E and CCTA pursuant to Section VI.C.1 via this advice letter.

Pole Attachment Rates Under The Pole Rate Agreement

As stated in Section I of the Commission's ROW rules, the rules are not compulsory, but are to be applied as guidelines by parties in negotiating rights-of-way access agreements. Although Section VI.A.1 provides that the utility has the ability to negotiate the price for access to its rights-of-way and support structures, Section VI.B.1.c also provides that the attachment rates may not differ among similarly situated entities. Since approximately 2003, PG&E has complied with Section VI.B.1.c of the ROW rules by negotiating multi-year attachment rates with CCTA and offering these rates to other similarly situated ROW entities. In negotiating these rates, CCTA and PG&E negotiated rates that are in compliance with Public Utilities Code Section 767.5(c)(2)(A), which sets the annual fee at the greater of \$2.50 or 7.4% of the utility's annual cost of ownership of the pole and supporting anchor. PG&E and CCTA have reached agreement on multi-year attachment rates for the period of 2020 through 2026, which are found in the attached Pole Rate Agreement to this advice letter.

As indicated above, Section VI.B.1.c provides that the attachment rates may not differ among similarly situated entities. Thus, PG&E believes that the best way to effectuate Section VI.B.1.c and Section VI.C.1.a is to submit its Pole Rate Agreement to the Commission via advice letter so that the rates can be applied to similarly situated ROW entities in a nondiscriminatory manner. As such, PG&E's negotiated rates with CCTA will be applied to the CCTA members' Pole License Agreements with PG&E and any other telecommunications company that chooses to sign on to the negotiated rates or is a ROW entity that is similarly situated. Finally, PG&E notes that it is following the same procedure recently used by San Diego Gas & Electric Company (SDG&E) and Southern California Edison (SCE) for their negotiated attachment rates with CCTA. On October 8, 2019, SDG&E submitted its agreement with CCTA and their negotiated attachment rates to the Commission via a Tier 1 Advice Letter (Advice Letter 3443-E), which was effective on October 8, 2019 and approved by the Commission on November 12, 2019. On July 15, 2020, SCE submitted its agreement with CCTA and their negotiated attachment rates to the Commission via a Tier 1 Advice Letter (Advice Letter 4252-E), which was effective on July 15, 2020 and approved by the Commission on August 14, 2020.

This submittal will have no immediate impact on CPUC jurisdictional retail rates, does not conflict with any rate schedules or any other rules, and will not cause the withdrawal of service.

¹ See, e.g., Advice 2476-E and Advice 2982-E.

Protests

*****Due to the COVID-19 pandemic, PG&E is currently unable to receive protests or comments to this advice letter via U.S. mail or fax. Please submit protests or comments to this advice letter to EDTariffUnit@cpuc.ca.gov and PGETariffs@pge.com*****

Anyone wishing to protest this submittal may do so by letter sent via U.S. mail, facsimile or E-mail, no later than August 7, 2021, which is 20 days after the date of this submittal. 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:

Sidney Bob Dietz II
Director, Regulatory Relations
c/o Megan Lawson
Pacific Gas and Electric Company
77 Beale Street, Mail Code B13U
P.O. Box 770000
San Francisco, California 94177

Facsimile: (415) 973-3582
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

Pursuant to General Order (GO) 96-B, Rule 5.1 , this advice letter is submitted with a Tier 1 designation. PG&E requests that this Tier 1 advice submittal become effective upon date of submittal, which is August 18, 2021.

Notice

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically and via U.S. mail to parties shown on the attached list and the parties on the service list for A.20-09-018. 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 submittals can also be accessed electronically at: <http://www.pge.com/tariffs/>.

/S/

Sidney Bob Dietz II
Director, Regulatory Relations

Attachments

cc: Service List A.20-09-018



ADVICE LETTER SUMMARY

ENERGY UTILITY



MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No.: Pacific Gas and Electric Company (ID U39E)

Utility type:

- ELC GAS WATER
 PLC HEAT

Contact Person: Kimberly Loo

Phone #: (415)973-4587

E-mail: PGETariffs@pge.com

E-mail Disposition Notice to: KELM@pge.com

EXPLANATION OF UTILITY TYPE

ELC = Electric GAS = Gas WATER = Water
 PLC = Pipeline HEAT = Heat

(Date Submitted / Received Stamp by CPUC)

Advice Letter (AL) #: 6299-E

Tier Designation: 1

Subject of AL: Executed Pole Rate Agreement with Telecommunications Carriers and Cable T.V. Companies Pursuant to Decisions 98-10-058, 16-01-046, and 18-04-007

Keywords (choose from CPUC listing): Compliance

AL Type: Monthly Quarterly Annual One-Time Other:

If AL submitted in compliance with a Commission order, indicate relevant Decision/Resolution #: D.98-10-058, D.16-01-046, D.18-04-007

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:

Confidential treatment requested? Yes No

If yes, specification of confidential information:

Confidential information will be made available to appropriate parties who execute a nondisclosure agreement. Name and contact information to request nondisclosure agreement/ access to confidential information:

Resolution required? Yes No

Requested effective date: 8/18/21

No. of tariff sheets: 0

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: N/A

Service affected and changes proposed¹: N/A

Pending advice letters that revise the same tariff sheets: N/A

¹Discuss in AL if more space is needed.

Protests and all other correspondence regarding this AL are due no later than 20 days after the date of this submittal, unless otherwise authorized by the Commission, and shall be sent to:

CPUC, Energy Division
Attention: Tariff Unit
505 Van Ness Avenue
San Francisco, CA 94102
Email: EDTariffUnit@cpuc.ca.gov

Name: Sidney Bob Dietz II, c/o Megan Lawson
Title: Director, Regulatory Relations
Utility Name: Pacific Gas and Electric Company
Address: 77 Beale Street, Mail Code B13U
City: San Francisco, CA 94177
State: California Zip: 94177
Telephone (xxx) xxx-xxxx: (415)973-2093
Facsimile (xxx) xxx-xxxx: (415)973-3582
Email: PGETariffs@pge.com

Name:
Title:
Utility Name:
Address:
City:
State: District of Columbia Zip:
Telephone (xxx) xxx-xxxx:
Facsimile (xxx) xxx-xxxx:
Email:

Advice 6299-E
August 18, 2021

Attachment A

Pole Rate Agreement

POLE RATE AGREEMENT

This Pole Rate Agreement (“Agreement”) is entered into by and between the California Cable and Telecommunications Association (“CCTA”), Comcast Cable Communications Management, LLC (“Comcast”), Astound Broadband, LLC (“Wave”), a Washington limited liability company, and Spectrum Pacific West, LLC (“Charter”), a Delaware limited liability company, (Comcast, Charter, and Wave jointly the “Named Members”), and Pacific Gas and Electric (“PG&E” and together with CCTA and the Named Members, the “Parties”) and is effective as of the date of the last signature affixed below (the “Effective Date”).

WHEREAS, each of the Named Members has executed with PG&E an agreement for access to PG&E’s overhead poles (“Pole Attachment License Agreement”), which grants such company a license to attach certain equipment (as and to the extent covered by such Named Member’s specific Pole Attachment License Agreement(s), (the “Equipment”)) to PG&E’s overhead distribution poles as further described therein, governed by California Public Utilities Commission (“CPUC”) Decisions (D.) 98-10-058, D.16-01-046, and D. 18-04-007;

WHEREAS, the Parties mutually seek to reach an agreement to resolve their dispute regarding the yearly pole attachment rates (“Rates”) charged by PG&E to Named Members as a license fee pursuant to such Pole Attachment License Agreements (“Dispute”);

NOW THEREFORE, in consideration of the premises, mutual covenants and promises set forth in this Agreement, and for other good and valuable consideration, the validity, sufficiency and receipt of which are hereby acknowledged, the Parties hereby STIPULATE AND AGREE as follows:

1. **Effective Date.** This Agreement shall be effective as of the date of the last signature affixed below.
2. **Commission Jurisdiction.** Unless otherwise expressly ordered by the CPUC, this Agreement at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction. However, all Parties agree that they will take reasonable actions in support of the Agreement. Upon any material modification by the CPUC of the Mutually-Agreed Rates set forth in this Agreement, any Party may immediately terminate the Agreement and/or contest such action by the CPUC.
3. **Filing of this Agreement with the CPUC.** Within 10 business days of the execution of this Agreement, pursuant to the CPUC’s General Order 96-B and consistent with D.98-10-058 and D.16-01-046, PG&E shall file this Agreement with the CPUC as a Tier 1 (effective pending disposition) advice letter, which shall specify that the advice letter shall become effective on the date of filing, unless the CPUC determines a different date.
4. **Pole Counts.** PG&E will not seek to include poles weighted at a reduced percentage equal to PG&E’s share of joint pole ownership (“Pole Equivalents”) in future pole counts provided to the CPUC for the purpose of calculating pole attachment related fees for the duration of this Agreement. Both solely owned and jointly owned poles will each be counted as one pole.

5. **Joinder of New Named Members.** Commencing as of the Effective Date until December 31, 2026 (unless earlier terminated by mutual agreement of the Parties or by operation of law) (the “Mutually-Agreed Rate Term”), CCTA shall cause all of its present and future members who have (or intend to have) Equipment attached to PG&E’s poles in PG&E’s service territory and who are not at that time Named Members under this Agreement to execute joinder agreements in the form of Attachment A attached to this Agreement whereby such members agree to abide by the terms and conditions of this Agreement as “Named Members” under this Agreement.

6. **Rates.** The Rates to be charged by PG&E for each PG&E pole to which Named Members have Equipment attached are set forth on Attachment B (“Mutually-Agreed Rates”) for the terms set forth in Attachment B. For each term reflected on Attachment B, PG&E agrees to charge Rates no more than the amount of Mutually-Agreed Rates to each Named Member, as set forth in Attachment B for such term, and each Named Member agrees to pay such Mutually-Agreed Rates to the extent offsetting payments have not already been paid.

7. **2020 Year True-up.** PG&E agrees to true-up the amounts paid to PG&E by each Named Member for the 2020 billing year based on the final rate of \$21.71 per pole for 2020 as set forth in Attachment B. PG&E will issue a credit to any Named Member that paid the PG&E proposed rate of \$26.10, with this credit being in the amount of \$4.39 multiplied by the number of poles for annual invoices in 2020. For any Named Member that paid less than \$21.71 per pole in 2020, PG&E will send adjusted invoices with amounts due.

8. **Invoicing Schedule.** PG&E will continue its current billing practices and invoice Named Members annually with Rental Billing Periods ending on December 31 of each year.

9. **Good Faith Agreement.** The Parties agree that the Mutually-Agreed Rates set forth in Attachment B are a good faith effort to resolve their differences regarding PG&E’s Rates and that the multi-year structure will allow the Parties to avoid, over the Mutually-Agreed Rate Term, similar time-consuming and costly disputes. The Mutually-Agreed Rates are also consistent with the rules adopted by the CPUC in D.98-10-058, D.16-01-046, and D. 18-04-007 allowing utilities, telecommunications companies and cable operators to negotiate the price for access to utility rights-of-way and support structures.

10. **Further Assurances and Support of the Agreement.** The Parties agree to fully support this Agreement in any administrative or judicial proceeding in which the Agreement is considered and to prepare and file such documents as are reasonably necessary in support of the Agreement.

11. **No Inconsistent Rate Tariff.** PG&E expressly agrees that during the Mutually-Agreed Rate Term, it will not publish any tariff for Rates specifying rates higher than the applicable Mutually-Agreed Rate set forth in Attachment B applicable to any Named Member. If PG&E does publish such higher Rates, PG&E hereby agrees that such publication shall constitute a violation of this Agreement. The Parties agree that the measure of damages for such a violation shall be the difference between such published Rates and the Mutually-Agreed Rates. Notwithstanding the foregoing, if PG&E is required by a change in the law or legal decision, resolution or order (including decisions, resolutions or orders by a court or regulatory agency, including the CPUC) to charge Rates above the Mutually-Agreed Rates, then the Parties agree that this is not a violation of the Agreement, and PG&E would not be liable for any damages, except that PG&E shall not

voluntarily apply any increase retroactively. Each of the Parties hereby agrees that it will not oppose intervention by any other Party in any such proceeding in which such a change is implemented.

12. **Further Assurances.** The Parties agree to perform in good faith such acts and to prepare and execute such documents and stipulations as are reasonably required to perform the covenants and satisfy the provisions of this Agreement.

13. **No Admission of Liability.** Neither this Agreement nor any negotiations or proceedings connected with this Agreement shall be considered, offered, received as or deemed to be evidence of an admission or denial on the part of any Party hereto as to, or as evidence of, the truth or validity of any fact, allegation, claim, statement, culpability, liability or wrongdoing whatsoever, whether as alleged in connection with the Dispute or otherwise. The Parties have agreed to compromise and settle the Dispute to avoid the expense and inconvenience that would be entailed in a complaint proceeding.

14. **Reservation of Rights.** The Parties reserve all of their rights and remedies in the Pole License Agreement, and nothing in this Agreement abridges those rights and remedies.

15. **Parties to Bear Own Costs and Attorneys' Fees.** Each Party to this Agreement will bear its own costs, expenses, and claims to interest and attorneys' fees, whether taxable or otherwise, incurred in or arising out of, or in any way connected with the matters which were otherwise related to the subject of this Agreement.

16. **Notices.** Any notice, request, information or other document required to be provided hereunder shall be in writing and delivered personally or sent by certified mail or registered mail, postage prepaid, to the following addressees or to such other addressees as may from time to time be designated in writing by the applicable Party:

In the case of CCTA:

Jacqueline Kinney
California Cable and Telecommunications Association
925 L Street
Suite 850
Sacramento, CA 95814

In the case of Comcast:

Jeff Votaw
VP, Engineering
Comcast Cable Communications Management, LLC
1701 John F. Kennedy Boulevard
Philadelphia, PA 19103

In the case of Charter:

Charter Communications
Legal-Operations Department
Senior Vice President
12405 Powerscourt Drive
St. Louis, MO 63131

In the case of Wave:

Jared Sonne
SVP and General Manager
1101 Creekside Ridge Dr.
Roseville, CA 95678

With a copy to:

Astound Broadband, LLC
650 College Road East, Suite 3100
Princeton, NJ 08540
Attn: General Counsel

In the case of PG&E:

Pacific Gas and Electric Company
850 Stillwater Road
West Sacramento, CA 95605

Modifications. The Parties cannot alter or modify this Agreement except by an instrument in writing executed by the Parties' duly authorized representatives.

18. **Counterparts.** This Agreement may be executed by facsimile or electronic means and in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed one and the same instrument.

19. **Interpretation.** This Agreement shall be considered to have been prepared jointly by the Parties, and in any disputes in connection with this Agreement, shall not be construed against any Party based on authorship.

20. **No Waiver for Failure to Act.** The failure of any Party to this Agreement to insist upon strict performance of the terms and conditions in this Agreement shall not constitute a waiver or relinquishment of that Party's right thereafter to enforce such terms or conditions.

21. **Binding Nature.** This Agreement shall be binding upon and inure to the benefit of, and shall be binding upon, the Parties, their parents, subsidiaries, members, shareholders, affiliates, divisions and departments, and each of the foregoing entities' principals, officers, directors,

ASTOUND BROADBAND, LLC

By: _____

Name: Jared Sonne

Its: SVP and General Manager

Date: _____

SPECTRUM PACIFIC WEST, LLC

By: Charter Communications, Inc., its Manager

By: _____

Name: Mike Snider

Its: RVP of Field Operations

Date: _____

PACIFIC GAS AND ELECTRIC COMPANY

By: _____

Name: Hiten Patel

Its: Director, JP/JU Program

Date: _____

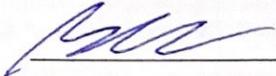
contemporaneous discussions, writings, promises, undertakings, representations and communications between them respecting the Agreement and the subject matter set forth herein.

IN WITNESS WHEREOF, each of the Parties has duly executed this Agreement, intending to be bound thereby, by affixing its signature and the date thereof below.

THE CALIFORNIA CABLE AND TELECOMMUNICATIONS ASSOCIATION

By: _____
Name: _____
Its: _____
Date: _____

COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC

By:  _____
Name: Marcos Vicente _____
Its: VP, Finance & Accounting _____
Date: 08/02/2022 _____

ASTOUND BROADBAND, LLC

By: _____
Name: Jared Sonne _____
Its: SVP and General Manager _____
Date: _____

SPECTRUM PACIFIC WEST, LLC

By: Charter Communications, Inc., its Manager
By: _____
Name: _____
Its: _____
Date: _____

PACIFIC GAS AND ELECTRIC COMPANY

By: _____
Name: _____
Its: _____

ASTOUND BROADBAND, LLC

By: Jared Sonne

Name: Jared Sonne

Its: SVP and General Manager

Date: July 8, 2021

SPECTRUM PACIFIC WEST, LLC

By: Charter Communications, Inc., its Manager

By: _____

Name: _____

Its: _____

Date: _____

PACIFIC GAS AND ELECTRIC COMPANY

By: _____

Name: _____

Its: _____

Date: _____

ASTOUND BROADBAND, LLC

By: _____

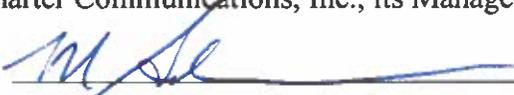
Name: Jared Sonne

Its: SVP and General Manager

Date: _____

SPECTRUM PACIFIC WEST, LLC

By: Charter Communications, Inc., its Manager

By:  _____

Name: Mike Snider

Its: RVP of Field Operations

Date: 7/14/2021

PACIFIC GAS AND ELECTRIC COMPANY

By: _____

Name: _____

Its: _____

Date: _____

ASTOUND BROADBAND, LLC

By: _____

Name: Jared Sonne

Its: SVP and General Manager

Date: _____

SPECTRUM PACIFIC WEST, LLC

By: Charter Communications, Inc., its Manager

By: _____

Name: _____

Its: _____

Date: _____

PACIFIC GAS AND ELECTRIC COMPANY

By: *Hiten Patel*

Name: Hiten Patel

Its: Director, JP/JU Program

Date: 7/1/21

ATTACHMENT A

FORM OF JOINDER AGREEMENT

This JOINDER AGREEMENT, dated _____, is delivered pursuant to the Pole Rate Agreement, dated as of _____ (as may be amended, modified or supplemented from time to time, the "Agreement"), among Pacific Gas and Electric Company ("PG&E") and The California Cable and Telecommunications Association ("CCTA"), Comcast Cable Communications Management, LLC, Astound Broadband, LLC, Spectrum Pacific West, LLC, and all other members of CCTA that have agreed to be joined as "Named Members" thereunder. Capitalized terms used herein not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

SECTION 1. AGREEMENT TO BE JOINED. The undersigned hereby acknowledges, agrees and confirms that, by its execution of this Joinder Agreement, the undersigned will be deemed to be a Named Member under the Agreement for all purposes of the Agreement, and shall have all of the rights and obligations of a Named Member thereunder as fully as if it had executed the Agreement. The undersigned hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions contained in the Agreement.

SECTION 2. NOTICES. The address for notices to be sent to the undersigned under the Agreement shall be as follows:

[INSERT NOTICE INFORMATION]

IN WITNESS WHEREOF, the undersigned and PG&E have caused this Joinder Agreement to be duly executed and delivered by their respective duly authorized officers as of _____.

[NAME OF ADDITIONAL NAMED MEMBER]

By: _____
Name: _____
Title: _____

PACIFIC GAS AND ELECTRIC COMPANY

By: _____
Name: _____
Title: _____

ATTACHMENT B

SCHEDULE OF POLE ATTACHMENT RATES

Term	Billing Year	PG&E Rate Per Pole
1	2020	\$21.71
2	2021	Term 1 + Index*
3	2022	Term 2 + Index*
4	2023	Term 3 + Index*
5	2024	Term 4 + Index*
6	2025	Term 5 + Index*
7	2026	Term 6 + Index*

*The per-pole rate for terms 2 through 7 shall be established based on the prior term's rate and adjusted in accordance with the twelve-month change in the Handy-Whitman Index of Public Utility Construction costs, Bulletin No. 186, compiled and published by Whitman, Requardt & Associates and entitled "Cost Trends of Electric Utility Construction, Distribution Plant, Poles, Towers & Fixtures" (i.e., the average cost growth corresponding to the FERC Account 364 for distribution poles) for the Pacific Region as published in Table E-6 ("Index"), using the January index to calculate the twelve-month change in the index between the prior term rate billing period and the current term billing period. However, in no event shall the rate for any term increase more than 4 percent over the rate from the prior term.

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

AT&T
Albion Power Company

Alta Power Group, LLC
Anderson & Poole

Atlas ReFuel
BART

Barkovich & Yap, Inc.
California Cotton Ginners & Growers Assn
California Energy Commission

California Hub for Energy Efficiency
Financing

California Alternative Energy and
Advanced Transportation Financing
Authority
California Public Utilities Commission
Calpine

Cameron-Daniel, P.C.
Casner, Steve
Cenergy Power
Center for Biological Diversity

Chevron Pipeline and Power
City of Palo Alto

City of San Jose
Clean Power Research
Coast Economic Consulting
Commercial Energy
Crossborder Energy
Crown Road Energy, LLC
Davis Wright Tremaine LLP
Day Carter Murphy

Dept of General Services
Don Pickett & Associates, Inc.
Douglass & Liddell

East Bay Community Energy Ellison
Schneider & Harris LLP Energy
Management Service
Engineers and Scientists of California

GenOn Energy, Inc.
Goodin, MacBride, Squeri, Schlotz &
Ritchie

Green Power Institute
Hanna & Morton
ICF

IGS Energy

International Power Technology
Intestate Gas Services, Inc.
Kelly Group
Ken Bohn Consulting
Keyes & Fox LLP
Leviton Manufacturing Co., Inc.

Los Angeles County Integrated
Waste Management Task Force
MRW & Associates
Manatt Phelps Phillips
Marin Energy Authority
McKenzie & Associates

Modesto Irrigation District
NLine Energy, Inc.
NRG Solar

OnGrid Solar
Pacific Gas and Electric Company
Peninsula Clean Energy

Pioneer Community Energy

Public Advocates Office

Redwood Coast Energy Authority
Regulatory & Cogeneration Service, Inc.
SCD Energy Solutions
San Diego Gas & Electric Company

SPURR
San Francisco Water Power and Sewer
Semptra Utilities

Sierra Telephone Company, Inc.
Southern California Edison Company
Southern California Gas Company
Spark Energy
Sun Light & Power
Sunshine Design
Tecogen, Inc.
TerraVerde Renewable Partners
Tiger Natural Gas, Inc.

TransCanada
Utility Cost Management
Utility Power Solutions
Water and Energy Consulting Wellhead
Electric Company
Western Manufactured Housing
Communities Association (WMA)
Yep Energy