PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Item #55 (Rev. 1)
Agenda ID# 24047
ENERGY DIVISION **RESOLUTION E-5433**
March 19, 2026

R E S O L U T I O N

Resolution E-5433. Pacific Gas and Electric. Electric Rules 2, 15, 16 Exceptional Case Submittal, Electric Transmission Interconnection, Sunnyvale Technology Partners LLC c/o Menlo Equities.

PROPOSED OUTCOME:
- Approves, with modification, an agreement to facilitate the energization of a new 49 megawatt (MW) data center and computing lab for customer Menlo Equities.
- Modifies energization-related cost refund process, limiting refunds to 75 percent of net revenues received from Menlo Equities plus an adjustment for the Income Tax Component of Contribution (ITCC).
- Extends energization-related cost refund period to fifteen years.

SAFETY CONSIDERATIONS:
No direct safety impact. Safety considerations associated with this Resolution are similar to those associated with existing utility responsibilities. Pacific Gas and Electric must continue to comply with existing utility and California Public Utilities Commission policy on safety requirements and standards, as well as the standards of the Federal Energy Regulatory Commission, among others.

ESTIMATED COST:
- This Resolution facilitates the energization of a new Menlo Equities data center and computing lab, including both the associated costs of energization and the expected future revenues from Menlo Equities. Menlo Equities pays the upfront costs to connect to the grid and could then be refunded for these costs after sufficient revenue is generated. This Resolution limits refunds to 75 percent of the annual net revenue received by PG&E from Menlo Equities plus an adjustment for the ITCC, thus reducing risks for ratepayers.

By Advice Letter 7667-E, Filed on August 4, 2025.

SUMMARY

This Resolution approves, with modifications, Pacific Gas and Electric's (PG&E) Advice Letter (AL) 7667-E, which requests California Public Utilities Commission (Commission) approval of an agreement to support the energization of a new 49 megawatt (MW) data center and computing lab load in Sunnyvale, as requested by Sunnyvale Technology Partners LLC c/o Menlo Equities (Menlo Equities). This agreement facilitates the construction of new transmission facilities to serve Menlo Equities' load. The Commission approves the Advice Letter with modifications, finding the agreement necessary and largely appropriate to energize this new load.

Specifically, the Commission requires modifications to the proposed process to refund energization costs advanced by Menlo Equities to add additional ratepayer protection. As a large-load customer, Menlo Equities requires energization upgrades on a much larger scale than the typical distribution-level customer. These upgrades are costly and should not fall on ratepayers if sufficient load does not materialize to offset costs. As a transmission customer, Menlo Equities would pay lower rates than distribution customers while at the same time potentially contributing to the need for broader transmission network upgrades in the region. The Base Annual Revenue Calculation (BARC) refund process, on which the AL proposal is based, normally applies to the much lower energization costs for distribution customers under Rule 15. Applying the BARC refund process in this case would result in Menlo Equities receiving a full refund for its significant energization costs well before PG&E would recover sufficient net revenues to offset those costs (provided the load materializes as forecasted). In order to mitigate ratepayer risks in this exceptional case, the Commission requires PG&E to limit annual refunds to 75 percent of PG&E's annual net revenues received from Menlo Equities (which in this case are the transmission-related bill revenues), plus an adjustment for the Income Tax Component of Contribution (ITCC), based on a modification to the standard BARC refund process. Additionally, to provide certainty to Menlo Equities related to the refund of the upfront energization costs, the Commission extends the refund period for this project to fifteen years. This approach increases ratepayer protections while allowing the Menlo Equities project to energize and receive a full refund over time. While this approach would lead to a slower refund process, it would not affect the total refund amount that could be paid to Menlo Equities.

BACKGROUND

On August 4, 2025, Pacific Gas and Electric Company (PG&E) filed Advice Letter (AL) 7667-E requesting California Public Utilities Commission (Commission) approval of an agreement with three exhibits, as follows:

- The Menlo Equities Agreement with the Electric Rule 15-16 form agreement approved by the Commission (Form 62-4527)
- Exhibit A describing the work that PG&E will perform.
- Exhibit B outlining a cost estimate for PG&E's work and identifying the amount that is refundable to Menlo Equities.
- Exhibit C including provisions that address the Commission's approval and jurisdiction, an explanation of the standard Electric Rule 2, 15, and 16 terms and exceptions to tariff provisions, the definition of actual costs, an estimated in-service date, a definition of force majeure, and certain general contractual provisions.

The agreement is intended to support the installation of new electric transmission facilities necessary to serve a proposed 49 megawatt (MW) data center and computing lab project at 888 Ross Drive in Sunnyvale, California. Menlo Equities has proposed a June 2027 operation date for this data center and computing lab. The Menlo Equities data center and computing lab will hereafter be referred to as "the project."

Project Overview

PG&E has agreed to perform the following work to interconnect the Menlo Equities project at 115 kilovolts (kV), including but not limited to the following:

1. Adding a 0.6 mile 115 kV underground transmission circuit extension from Lockheed #1 115 kV substation to the Menlo Equities 115 kV substation.
2. Adding a 115 kV circuit breaker to the existing Lockheed #1 115 kV five-breaker ring bus, expanding it to a six-breaker ring bus.
3. Additional infrastructure additions for Lockheed #1 include but are not limited to bus support structures, single-phase coupling-capacitor voltage transformers, underground conduits, outdoor alternating current lighting, civil foundations, and protection packages in the existing switchgear enclosure.
4. Fiber termination and testing are also required to ensure reliable communication.

After beginning service and a five-year ramping period, the project is expected to require a continuous 49 MW load for 24 hours per day, 365 days per year.

Exceptional Case Filing Status

The scope and nature of the infrastructure needs, namely the transmission-level interconnection and energization of a larger load customer, present unique considerations not fully addressed by standard Electric Rules 2,[1] 15,[2] and 16.[3] These rules normally apply to customers seeking energization at the distribution level, which, for PG&E, is below 60 kV.

PG&E therefore seeks Commission approval of the submitted agreement under Electric Rules 2, 15, and 16 provisions and exceptions, as discussed below.

Summary of Agreement and Proposed Tariff Deviations

Note that the agreement below was submitted as a confidential attachment to the AL filing. PG&E states that this is due to the presence of customer-specific data, which may include demand, loads, names, addresses, and billing data,[4] as well as proprietary and trade secret information or other intellectual property and protected market sensitive/competitive data.[5] This agreement is described generally based on summaries of the agreement provided in the public version of the AL filing.

Agreement to Perform Tariff Schedule Work (Electric Form 62-4527)

This agreement specifically covers work to engineer and construct substation upgrades at PG&E's Lockheed #1 substation and the primary 115 kV transmission line extension from PG&E's Lockheed #1 substation to Menlo Equities' substation. This agreement includes an overview agreement identifying the facility location, the work, and the contract price, a more detailed description of work to be performed, and a cost

---

[1] Service delivery voltages are defined in PG&E's Electric Rule 2 Tariff at Sheet 2, accessed 9/22/2025.
[2] From PG&E's Electric Rule 15 Tariff at Sheet 1: "APPLICABILITY: This rule is applicable to extension of electric Distribution Lines of PG&E's standard voltages (less than 50 kV)…", accessed 9/22/2025.
[3] From PG&E's Electric Rule 16 Tariff at Sheet 1: "APPLICABILITY: This rule is applicable to both (1) PG&E Service Facilities that extend from PG&E's Distribution Line facilities to the Service Delivery Point, and (2) service related equipment required of Applicant on Applicant's Premises to receive electric service…", accessed 9/22/2025.
[4] PG&E asserts that this information is protected under Public Utilities Code § 8380; Civ. Code §§ 1798 et seq. and Commission Decision (D.) 14-05-016. Applicable declaration filed as a part of the public version of PG&E AL 7667-E.
[5] PG&E asserts that this information is protected under Civ. Code §§ 3426 et seq.; Gov. Code §§ 7927.300, 7927.705, 7929.420, 7927.605, 7930.205; Evid. Code §1060; CPUC D. 11-01-036. Applicable declaration filed as a part of the public version of PG&E AL 7667-E.

breakdown based upon PG&E's preliminary estimated installed cost. The agreement notes the following exceptions from PG&E's existing Electric Rules:

- PG&E has accepted a deposit from Menlo Equities to perform engineering and procurement of long-lead time materials.
- Menlo Equities is ineligible for the fifty percent discount option described in Electric Rule 15.D.5.c.
- The cost of the work performed by PG&E as described in Exhibit A shall be considered a "refundable amount" as that term is described in Electric Rule 15.D.5.
- PG&E will design and install the project, notwithstanding the Applicant Design and Applicant Installation options normally offered to applicants.
- In lieu of PG&E performing the work on an estimated cost basis as set forth in Rule 15 and 16, work will be performed on an actual cost basis.

Agreement to Perform Tariff Schedule Related Work (Electric Form 62-4527) for PG&E Review of Applicant Substation Design

This agreement covers work related to PG&E's review of Menlo Equities' substation design. The agreement includes an overview agreement identifying the facility location, the work, and the contract price, a more detailed description of the work to be performed, and a cost breakdown based on PG&E's preliminary estimated installed cost. The final exhibit details certain exceptions to PG&E's existing Electric Rules, including:

- The cost of Work at the Request of Others as described in Exhibits A and B shall be considered non-refundable.
- In lieu of PG&E performing the work on an estimated cost basis as set forth in Electric Rules 15 and 16, work will be performed on an actual cost basis.

Agreement for Installation or Allocation of Special Facilities (Electric Form 79-255)

The Special Facilities Agreement identifies the Special Facilities that will be installed by PG&E, the cost of these facilities, the monthly charge or one-time equivalent payment for Special Facilities, the annual Special Facilities ownership charge, and additional form provisions. PG&E notes the following exception: The Special Facilities Agreement has been modified from the Form 79-255 approved by the Commission in February 2021 to include a requirement that Menlo Equities pay actual costs.

Addendum to the Agreement for the Installation or Allocation of Special Facilities for Menlo Equities Project

The Special Facilities Agreement Addendum identifies the location of the Menlo Equities project and some background information. This agreement contains a detailed description of the work to be performed, a cost breakdown based upon PG&E's preliminary estimated installed cost, and a memorialization of additional terms and conditions including: Commission approval and jurisdiction, applicable tariff provisions and exceptions, and the definition of actual costs and a requirement for Menlo Equities to pay actual costs. The agreement notes the following exceptions to Rule 2:

- PG&E will design and install the Special Facilities, notwithstanding the Applicant Design and Applicant Installation options offered to applicants.
- In lieu of performing the work on an estimated cost basis, work will be performed on an actual cost basis.

The deviations from existing tariffs that PG&E has requested in this filing can be summarized as follows:

- PG&E would accept a deposit from Menlo Equities to perform engineering and procurement of long-lead time materials.
- Menlo Equities is ineligible for the fifty percent discount option described in Electric Rule 15.D.5.c.
- The cost of the work performed by PG&E as described in Exhibit A of Attachment A shall be considered a "refundable amount" as that term is described in Electric Rule 15.D.5.
- PG&E will design and install the project and special facilities, notwithstanding the Applicant Design and Applicant Installation options normally offered to applicants.
- In lieu of PG&E performing the work on an estimated cost basis as set forth in Rule 15 and 16, work will be performed on an actual cost basis.
- The cost of Work at the Request of Others as described in Attachment 2, Exhibits A and B, shall be considered non-refundable.

We discuss these requested deviations in detail in the Discussion section of this Resolution.

Principal Provisions and Ratepayer Protections

PG&E states that the agreement contains several important provisions that are collectively intended to both benefit and reduce risk to ratepayers: namely, that Menlo Equities will pay actual costs as opposed to estimated costs, that Menlo Equities' eligibility for refunds is based on revenues generated after the facility starts receiving service, and that Menlo Equities is not entitled to refunds for Special Facilities it has requested for this project.

Actual Cost vs. Estimated Cost

PG&E and Menlo Equities have agreed that Menlo Equities will pay the actual cost for the transmission facilities associated with the project, rather than paying based on an estimated cost basis. PG&E states that the work associated with constructing these new facilities entails a substantial scope of work and that performing such a large project on an estimated cost basis creates a risk that the cost estimate may not accurately capture the cost that will be incurred during the project. The Agreement allows for what PG&E terms as progress billing during the course of work to ensure that there is no mismatch between estimates and actual costs, which PG&E states poses a risk to both ratepayers and Menlo Equities alike in that inaccurate cost estimates could cause one or the other to overpay for the infrastructure. According to PG&E, this solution will also reduce existing customer risks by obtaining up-front and actual cost-participation regardless of load once the project is placed in service.

As noted above, we will discuss the use of actual cost versus estimated cost in Rule 15 and this specific instance in the Discussion section of this Resolution.

Menlo Equities' Eligibility for Refunds

PG&E states that Menlo Equities' eligibility for refunds is based on the revenues it generates after the facility starts receiving electrical service and that if Menlo Equities' load projections are accurate, then electric revenues will help pay for the new facilities and benefit existing customers over time. However, PG&E also states that should Menlo Equities' load projections turn out to be inaccurate, then actual cost payments would either not be refunded or be reduced based on actual net revenue and the cost-of-service factor. PG&E states that refunds will be based on the Base Annual Revenue Calculation (BARC) process used in Electric Rule 15, and as such, that this is consistent with Commission precedent. PG&E also states that revenues generated from this project can ultimately reduce customer bills.

As noted above, we will discuss the BARC process in more detail in the Discussion section of this Resolution.

Refunds for Special Facilities

PG&E states that Menlo Equities is not entitled to refunds for Special Facilities it has requested and that Menlo Equities will be paying a monthly cost of ownership charge on these facilities. Ratepayers will not be charged for this expense. This matter does not require a tariff deviation, though we discuss it in detail in the Discussion section of this Resolution.

Cost Recovery Venues

While this Advice Letter does not request cost recovery authorization, PG&E provides preliminary information regarding jurisdictional cost allocation. Commission jurisdictional costs will be recovered through the General Rate Case (GRC) process, while Federal Energy Regulatory Commission (FERC) jurisdictional costs are recoverable through PG&E's Transmission Owner (TO) Formula Rate.

Transmission facility costs are generally FERC jurisdictional if: (1) the California Independent System Operator (CAISO) exercises operational control over the facilities; and (2) the facility demonstrates "any degree of integration" into the electric transmission network. PG&E could not determine which facilities CAISO would decide to exercise operational control over for this project. However, PG&E's current assessment is that the costs for the transmission facilities that will be constructed under the Agreement would be recovered in the following venues:

Transmission Facility	Likely Jurisdiction for Cost Recovery
Substation Facilities	FERC
Transmission Service Line Extension	CPUC
Revenue Metering	CPUC
Transmission Service Line Extension - Redundant Service	Not Applicable
Revenue Metering - Redundant Service	Not Applicable

Rule 30 Application – A. 24-11-007

In A. 24-11-007, the Commission is currently considering a standard rule to address this kind of large-load energization at the transmission level for the PG&E territory. On July 28, 2025, Decision 25-07-039 was issued in that proceeding, partly granting and partly denying PG&E's request for interim implementation of the proposed Rule 30.

NOTICE

Notice of Advice Letter (AL) 7667-E was made by publication in the Commission's Daily Calendar. PG&E states that a copy of the Advice Letter was mailed and distributed in accordance with Section 4 of General Order 96-B.

PG&E also served this AL filing on the Service List for A. 24-11-007: Application of Pacific Gas and Electric Company (U39E) for Approval of Electric Rule No. 30 for Transmission-Level Retail Electric Service and Menlo Equities.

PROTESTS

Advice Letter 7667-E was not protested.

DISCUSSION

The Commission has reviewed Advice Letter (AL) 7667-E and finds that the relief requested by Pacific Gas and Electric (PG&E) is reasonable, with some modifications.

The discussion is divided into four sections: Procedural Matters, Refundable Amount and the Base Annual Revenue Calculation Refund Process, Non-Controversial Requested Tariff Deviations, and Matters Not Requiring a Tariff Deviation.

Procedural Matters

PG&E filed AL 7667-E on August 4, 2025, with a request that the submittal be effective pending Commission approval. The Commission suspended the AL starting on September 3, 2025 (the 30th day after submission to account for the 20-day comment period and the 10-day reply period). This AL filing was not prepared in compliance with a Commission Decision or Order.

This AL filing included a submittal of contracts and requested deviations from established Commission-approved Tariffs (namely Electric Rules 2, 15, and 16). Under General Order (GO) 96-B, Energy Industry Rule 5.3(5), both a submittal of a contract and a deviation are matters appropriate to a Tier 3 Advice Letter.[6] Thus we find that PG&E filing this AL with a Tier 3 designation is reasonable.

Refundable Amount and the Base Annual Revenue Calculation Refund Process

In this section, we discuss the reasonableness of the amount that PG&E proposed should be refundable, as well as reasonable modifications to the Base Annual Revenue Calculation (BARC) refund process for this case.

Base Annual Revenue Calculation Refund Process Overview

PG&E's Electric Rule 15 Tariff outlines the standard process by which a customer is refunded for upfront payments made to cover direct costs of energization (i.e., cabling and structures). This is known as the Base Annual Revenue Calculation (BARC) refund process.[7] In the standard BARC refund process, the upfront amount payable by the customer is PG&E's total estimated installed cost, plus the Income Tax Component of Contribution (ITCC) as described in PG&E's Electric Rule 15 Section D.5.[8] [9] Note that this up-front payment does not cover indirect costs of energization, such as upgrades to the broader transmission network related to other system or customer needs.

[6] General Order 96-B Energy Industry Rules at pg. 4, accessed 08/25/2025

[7] PG&E Electric Rule 15 Section E at Sheet 13

[8] As a note, the standard refund process also includes an allowance for each requested distribution line extension that is deducted from the total as calculated in Rule 15 Section D.5. The allowance is based on a revenue supported formula equal to the net revenue (defined as the portion of the total rate revenues that supports PG&E's Distribution Line and Service Extension costs) divided by a cost-of-service factor (defined as the annualized utility-financed Cost of Ownership as stated in Electric Rule 2). This allowance does not apply here, as the requested line extension is at the transmission level and there is no standardized and approved approach to generating this sort of allowance. Menlo Equities did pay a deposit to PG&E to perform engineering and procurement of long-lead time materials, but this is separate and distinct from the allowance amount specified in Electric Rule 15. We discuss the issue of the deposit further below in the Non-Controversial Requested Tariff Deviations section.

[9] The Income Tax Component of Contribution (ITCC) is defined in the PG&E Preliminary Statement Part J at Sheet 1 as "[the] charge to cover PG&E's resulting estimated liability for Federal and State Income Tax." The ITCC is set at 24 percent as of January 1, 2019. In other words, the total upfront energization cost paid by Menlo Equities equals the estimated installed cost of the work to be performed by PG&E *plus* that cost multiplied by the 24 percent ITCC to cover estimated Federal and State income tax liabilities that PG&E would owe for the work performed. This charge ensures that PG&E ratepayers are protected from having to pay for income tax liabilities caused by a single customer's request for interconnection.

Once the customer is energized, it would be eligible for a refund of these upfront payments based on its current load and expected future revenues. In brief, the BARC methodology takes current annual bill revenues received by PG&E from the customer and assumes those revenues will continue to be received indefinitely. Then, the BARC methodology calculates the amount of upfront capital costs deemed to be justified based upon this hypothetical continuous stream of future revenues. The total amount of capital costs determined to be refundable through the BARC methodology in a given year is called the BARC Formula amount.[10] That full amount of costs can then be immediately refunded to the customer. Because many of the specific details (including costs) of the Menlo Equities case are confidential, we use general examples throughout this Resolution to provide clarity without revealing confidential information.

To take a hypothetical example: a transmission customer might provide $50 million upfront to PG&E to cover the direct costs of energization. Once that customer is energized, over its first year it might pay $12.4 million in electric bills to PG&E for energy delivery. Of that $12.4 million, $6.0 million would be considered the net revenue for PG&E, or the part of the electric bill specifically related to transmission costs and infrastructure. Based on this $6.0 million in actual net revenue, the standard BARC process would allow for an end-of-year refund to the customer of the entire $50 million (the amount of capital investment deemed justified, assuming the customer's net revenue continues to be received indefinitely into the future at about the same level).[11] In other words, because the BARC formula annualizes expected revenue over a multi-year horizon, the immediate refund could be over eight times larger than the actual net revenues collected from the customer in the first year. Per PG&E's Electric Rule 15 Tariff, the total refund cannot be larger than the $50 million originally advanced by the customer.[12] Should the customer not be refunded the full upfront energization cost in the first year, the customer could receive any remaining balance as a refund over later years if its electric bills increase, but no more than the total original amount. As the customer is refunded, the related capital costs are added to PG&E's accounts and ultimately recovered from ratepayers.

---

[10] For additional detail on the BARC methodology, including an example, see PG&E Supplemental Testimony Work Paper 1 in A. 24-11-007, submitted March 21, 2025.

[11] Note that these calculations are based on figures that can be found in PG&E's B-20T Tariff, with an assumption of a 49 MW maximum load, no additional energization costs, and terms and conditions laid out in the standard BARC process. The refund timeline assumes that the hypothetical customer ramps to full load in 2 years (though even if load reaches only half that level and then ceases, the refund schedule would not automatically adjust downward).

[12] PG&E Electric Rule 15 Section E at Sheet 13

Net Revenues vs. Total Revenues

The standard BARC process described in the previous section bases customer refunds on net revenue rather than the total revenues received from a customer.

The term net revenue captures that part of a customer's revenue (paid to PG&E through the customer's electric bill) that corresponds to the infrastructure costs in question. For a customer like Menlo Equities that energizes at the transmission level, the net revenue refers to the transmission component of a customer's electric bill and the daily charge assigned to each electric meter. This structure is in place because it recognizes that the various components of a customer's bill correspond to different costs and responsibilities within the larger electric grid system.

Net revenue does not include large-load generation costs, or the costs of procuring reliable energy for the customer. This revenue would go to the Load Serving Entity (which may be a Community Choice Aggregator (CCA) or PG&E). This energy generation revenue is distinct and separate from the revenue that covers costs for energy delivery (i.e., transmission and distribution infrastructure). The generation component of a customer's bill is not considered when evaluating refunds for the transmission infrastructure needed to energize a customer and is excluded from the BARC process calculations.

Similarly, net revenue does not include revenue from Public Purpose Programs, such as the California Alternate Rates for Energy (CARE) Program. As above, refunds are only predicated on revenue collected to fund transmission infrastructure, and thus the BARC process calculation excludes revenue the customer pays to fund Public Purpose Programs.

The following discussion of refunds relating to the cost of transmission infrastructure needed to energize a customer therefore focuses only on net revenue.

Cost of Energization and Future Revenue

Menlo Equities' projected new load is expected to be 49 megawatts (MW) continuously after a five-year ramp up period. This represents a significant new amount of load and will require a new dedicated 115 kilovolt (kV) transmission line extension to serve the expected load, along with associated transmission substation upgrades.

An applicant can request that a 115 kV service extension be designed and constructed as an underground facility if the applicant funds the incremental cost of the underground facility. PG&E's base 115 kV transmission line design that establishes BARC eligibility is overhead[13]. Typically, an underground facility to serve a load such as Menlo Equities' data center and computer lab would be considered an upgrade and make the facility ineligible for refund.

In this case, within the easement options available to PG&E, there exist extenuating circumstances. PG&E describes easement hinderances and complications that result in negative impacts to safety, reliability, and cost. A single overhead option is not available within the general area encompassed from Lockheed #1 substation to the Menlo Equities property; and a combined overhead and underground design with numerous transitions to or from either is not advisable within such a short distance (0.6 miles).

Given the exceptional circumstances available to PG&E to serve the Menlo Equities facility, an underground facility optimizes safety, reliability, and cost factors. Thus, from a safety, reliability, and cost perspective, the single undergrounding option is PG&E's preferred option to complete the connection. This, in turn, means that the underground facility is not a "Special Facility" but rather the optimal design option for completing the connection from Lockheed #1 to Menlo Equities, and fully eligible for BARC refund.[14]

The cost of energization, once refunded by PG&E, would then be considered a capital expenditure and would be recovered from PG&E ratepayers on an amortized basis. The scale of the required construction and upgrades is much larger than is typical for energizing an average distribution-level customer, which typically costs closer to $120,000.[15] The load factor for Menlo Equities' data center and computing lab will likely also be much higher than that of a typical distribution customer, with a typical residential subdivision on the distribution system estimated to operate at a load factor of approximately 30 percent. A customer with a high load factor and large load could

[13] PG&E Rule 16, A.6.

[14] The Special Facilities Agreement is discussed in detail below.

[15] This approximation was calculated based on PG&E's forecast for New Business costs (MWC 16), which includes installing electric infrastructure to connect new customers to the distribution system or expand service for existing customers. PG&E estimated about $4.8 billion in costs to cover 38,212 units, (i.e. energizations or service expansions), amounting to about $120,000 typical cost for each unit. Note that this average would include both residential customers and larger commercial and industrial customers, and individual costs may vary significantly. See PG&E's Motion to Revise 2025 and 2026 Energization Cost Caps, filed October 4, 2024 in R. 24-01-018.

generate significant revenue on an annual basis, although this impact would be reduced if a significant portion of revenue is derived from demand rates rather than energy rates.[16] Overall, energizing the Menlo Equities project requires significant costs, but comes with the opportunity for significant revenue received by PG&E. If these revenues are large and consistent enough, other customers may then have to pay less of PG&E's overall revenue requirement, which could lower rates for PG&E customers. If these revenues are small or are not received consistently (e.g., the forecasted load does not materialize or runs at a significantly lower capacity factor than expected), the shortfall could result in higher rates for PG&E customers.

PG&E proposes refunding the costs of new transmission facilities through the BARC refund process, which is the standard tariff mechanism under Electric Rules 15 for the refund of up-front energization costs paid by a customer. These rules are intended to guide cost responsibility and refunds for distribution-level energization, and they provide a Commission-approved framework for refunds related to typical distribution-level loads. However, in this exceptional case filing, considering the size of Menlo Equities' project and the scope of transmission-level work required to energize the project, we find that additional ratepayer protections are necessary. Specifically, we find a need for additional measures to prevent any potential shift in cost responsibility to ratepayers if the anticipated customer load, and thus revenue for the project, does not materialize.

As noted above, the BARC refund process provides refunds based on expected future revenues received from the customer, meaning that PG&E could refund Menlo Equities for the costs of energization well before net revenue collected from Menlo Equities would cover the upfront costs of energizing the project, or the longer-term costs of funding the capital project through amortization. For a typical distribution-level line extension, this assumption of cost recovery is generally considered sufficient because: (1) projects are much smaller in scale, (2) statistically, with thousands of similarly sized energizations per year, any single customer disconnecting from the grid does not present a large risk to ratepayers, and (3) the expectation of future revenue received from these customers is based on many years of experience and thousands of interconnections for similar customers.

In Menlo Equities' case, however, the assumption of cost recovery is complicated by the following factors: (1) the refundable amount is much larger than that for a typical

[16] For large-load customers like Menlo Equities under the B-20 tariff, most net revenues would come from demand rates rather than energy rates. See Electric Schedule B-20, Sheets 5-6.

distribution-level line extension, (2) Menlo Equities as a customer is large enough that if PG&E receives insufficient revenue from the project, there is a greater risk to ratepayers (in other words, there are not thousands of other similar customers utilizing and paying for the same infrastructure required by the Menlo Equities project, which would otherwise help to offset any revenue deficit should the revenue from Menlo Equities not materialize), and (3) expectations of future revenue are uncertain and based on limited historical precedent. Taken together, these factors indicate that energization of the Menlo Equities project presents a higher risk of stranded costs should revenue not materialize.

Transmission Rates vs. Distribution Rates

PG&E submits an annual summary table of revenues and average rates that provides the average rates paid by large-load customers connected both at the distribution and the transmission level.[17] Excluding the generation component of rates, large-load customers in PG&E's territory on average paid 13.4 cents per kilowatt-hour (c/kWh) if connected at the primary distribution level and 6.0 c/kWh if connected at the transmission level.[18] An estimated 2.1 c/kWh specifically covers transmission facilities, which effectively makes up the net revenue received from the customer as described above. Large loads and high load factors mean that electricity bills paid by these customers can still be very large; however, this revenue is not realized if the transmission-level customer's load does not materialize over the long term. Energizing transmission-level customers can require significant new transmission infrastructure and can depend on larger upgrades to the broader transmission network.

Like any customer load, the Menlo Equities project will rely on the broader transmission grid outside of the direct infrastructure needed for its energization. In addition, large-loads like the Menlo Equities project often depend on and sometimes directly trigger new upgrades to the broader transmission network beyond the direct costs to connect the customer to that network.[19]

---

[17] See the tables submitted in PG&E Advice Letter 7516-E – specifically Appendix 1a, Page 4, column labeled "Revenue At Present." Note that these tables reflect average revenues divided over total kWh sold, not actual customer rates. See: https://www.pge.com/tariffs/assets/pdf/adviceletter/ELEC_7516-E.pdf

[18] A residential customer, for reference, pays about 26.6 c/kWh according to the same table. However, residential and large-load rates are not directly comparable as these customer types have significantly different utilization rates and tariffs, with residential customers having lower load factors.

[19] In the Rule 30 proceeding, A. 24-11-007, this type of broader transmission network upgrade is referred to as a 'Type 4' Facility.

Operation and Maintenance Costs

New infrastructure requires additional yearly expenses for operations, maintenance, administration, and other general costs. Based on a conservative estimate of ongoing Operations and Maintenance (O&M) costs set at 2.5 percent annually, a $50 million infrastructure investment would incur around $1.3 million in O&M costs each year. Upgrades to the broader transmission network, although only indirectly related to the Menlo Equities project's energization, would also create additional yearly expenses.

Reasonableness of the Use of the Base Annual Revenue Calculation Process and Limiting Refunds to 75 Percent of Annual Revenue

It is not reasonable to apply the standard Rule 15 refund process and the BARC methodology as written to this project without modification.

First, as a large-load customer connecting at the transmission level and as a new customer type, the Menlo Equities project's energization will involve significantly higher costs and uncertainty than the energization of a smaller, distribution-level customer for whom the tariff was originally designed.

Second, as a transmission-level customer, the Menlo Equities project would pay a significantly lower rate per kWh than a distribution-level customer normally covered by the Rule 15 process, and thus it may generate lower infrastructure-related revenue depending on actual load over time. At the same time, the Menlo Equities project could potentially contribute to the need for broader transmission network upgrades in the region.

Third, while all the infrastructure costs related to energizing the Menlo Equities project are capital expenses, energization of this project will also lead to additional annual expenses for transmission system operations and maintenance, and the Menlo Equities project as a customer will rely on the broader operations and maintenance of the transmission grid.

Given the factors described above, there should be additional protections to safeguard PG&E ratepayers from assuming the risk of energizing the Menlo Equities project and potentially being left paying the costs if the project's anticipated load and resulting revenue does not materialize. Refunds should be provided only to the extent that actual net revenues (as defined above) cover both the costs of energization and other costs of providing electric service normally covered by those net revenues (i.e., broader grid

upgrades and operations and maintenance, which are normally covered by those portions of the customer bill). In other words, rather than being fully refunded after one year as a customer, based on *expected future* revenues, the refund for the Menlo Equities project should be annually provided in parts based on a percentage of the actual net revenues and taking into consideration other costs normally covered through those transmission rates.

Specifically, we find it reasonable to limit annual refunds of the customer advance, which covers the direct costs of energizing the Menlo Equities project, to 75 percent of the net revenues PG&E collects from Menlo Equities annually. Not including a portion (25 percent) of the annual net revenues in the annual refund will mean that Menlo Equities is refunded only to the extent that actual net revenues collected from the project cover the direct energization costs and contribute, in part, to the ongoing costs of operation, maintenance, and upgrades of the broader transmission grid—costs that would typically be recovered through the transmission component of customer rates.

In short, we find it is reasonable for 25 percent of net revenue generated by the Menlo Equities project to be withheld to account for the transmission network costs that are not part of the Menlo Equities project's direct energization, such as ongoing maintenance and broader grid upgrades. This will lead to a slower refund process but will not affect the total refund amount Menlo Equities is eligible to receive.

Additionally, we find it reasonable to include an ITCC adjustment when calculating the annual refunds based on annual net revenues. We note that even without this modification, the ITCC is already included in the refund calculation as part of the total refund amount that would be due to Menlo Equities. However, because the ITCC does not reflect direct infrastructure costs required to energize the Menlo Equities project, it is reasonable to provide a refund related to the ITCC as an additional adjustment to the 75 percent limit in line with findings adopted in Resolution E-5420.[20] This would multiply the annual refund limit adopted above by (1 + ITCC), effectively raising the annual refund limit and reducing the time until Menlo Equities receives a full refund. The ITCC is set at 24 percent as of January 1, 2019.

It is also reasonable to extend the refund period to fifteen years. The standard BARC process and the terms originally agreed to by PG&E and Menlo Equities already include a risk that Menlo Equities or any customer might not receive a full refund of upfront energization costs if load fails to materialize or ramp up within the standard ten-year

[20] Resolution E-5420 at 18.

refund period. While we expect that the terms laid out above will result in a full refund within ten years, there is still a risk of factors outside of PG&E and Menlo Equities' control impacting the refund timeline negatively in a way that Menlo Equities would not receive a full refund in the standard ten years of the BARC process. Thus, we find it reasonable to mitigate this risk by extending the refund period to fifteen years in line with findings adopted in Resolution E-5420.[21] This extension of the refund period does not change the refund amount Menlo Equities is eligible to receive.

Based on the modified methodology authorized here, Menlo Equities will still be eligible to receive a full refund. PG&E should refund Menlo Equities 75 percent of its net annual revenues plus the aforementioned ITCC adjustment each year until the full refund amount is reached or until fifteen years have passed, at which point the remaining refund shall be forfeited. PG&E should still use other components from the standard Electric Rule 15 process and BARC methodology to calculate the refund due to Menlo Equities. For example, if the Menlo Equities project's load decreases such that the standard BARC Formula amount falls below the amount already refunded, no further refund should be provided that year. As noted above, based on expected operations, Menlo Equities should receive a full refund if the project's load materializes as expected.

We make one additional modification to the standard BARC process for use in this exceptional case. Under the standard process, if a customer's expected future net revenues are insufficient to justify the costs of its energization, it is charged an additional fee to cover PG&E's cost of ownership. Considering the modifications we adopt here that intentionally limit the annual refund amounts, it is not necessary to impose an additional customer-financed cost of ownership on the unrefunded amount.

Finally, we order PG&E to submit a modified agreement with the changes specified herein for approval through a Tier 1 Advice Letter.

The findings and conclusions in this Resolution should in no way prejudice the ongoing deliberation in the Rule 30 proceeding, A. 24-11-007. This Resolution is a response to an exceptional case filing and should not be considered a binding precedent moving forward.

[21] Resolution E-5420 at 18.

Other Requested Tariff Deviations

As noted above, we discuss each of the requested tariff deviations in detail below. Each of these specific deviation requests are reasonable; however, this determination only applies to AL 7667-E and sets no precedent for future filings or proceedings.

Menlo Equities Deposit Paid to PG&E

PG&E accepted a deposit from Menlo Equities to perform engineering and procurement of long-lead time materials related to the 115 kV transmission upgrades at PG&E's Lockheed #1 substation and the new 115 kV transmission line extension from PG&E's Lockheed #1 substation to Menlo Equities' substation to provide regular service. PG&E's Electric Rule 15 does not describe a process by which a deposit of this sort would normally be accepted. Under normal tariff provisions in Electric Rule 15, a cash advance is only required if costs of providing service exceed an allowance determined by a formula provided in Section C.2.c.[22] This cash advance protects ratepayers from having to cover costs of engineering work and materials with long procurement lead times that might otherwise require PG&E to fund this work internally and places the burden of covering this on Menlo Equities. Thus, we find that this payment of a cash advance from Menlo Equities to PG&E is reasonable in this case.

Removal of the Fifty Percent Discount Option

In this filing, PG&E asks to deviate from existing refund provisions in the Electric Rule 15 Tariff by not offering the usual Non-Refundable Discount Option detailed in Section D.5.c.[23] PG&E's Electric Rule 15 Tariff normally requires a customer to pay a refundable cash advance if costs of providing service exceed an allowance determined by a formula provided in Section C.2.c.[24] [25] Customers also have the option to pay the Non-Refundable Discount Option, which is a one-time, non-refundable payment of 50 percent of the refundable amount described in Section C.2.c.[26] Because Section D of Electric Rule 15 applies to distribution line extensions, there is no established allowance for the transmission facilities requested by Menlo Equities to interconnect. If this provision were available and taken by Menlo Equities, Menlo Equities would only have to pay a one-time fee equal to half of the cost of interconnection and the other half

[22] PG&E Electric Rule 15 at Sheet 8.
[23] PG&E Electric Rule 15 Section D.5.c at Sheet 11.
[24] PG&E Electric Rule 15 at Sheet 8.
[25] PG&E Electric Rule 15 Section D.5.b at Sheet 11.
[26] PG&E Electric Rule 15 Section D.5.c at Sheet 11.

would be borne by electric ratepayers. Additionally, if Menlo Equities were to abandon the project and the infrastructure were stranded without PG&E collecting revenue for services provided to Menlo Equities, this cost would be borne by ratepayers without reimbursement. While Menlo Equities would not be eligible for a refund if it chose the Non-Refundable Discount Option, the cost to ratepayers would be of concern considering the cost of transmission infrastructure construction. Thus, we find that elimination of this option is reasonable to protect ratepayers from undue risk of the costs of interconnection.

PG&E Design and Construction of Project and Special Facilities

In this filing, PG&E asks to deviate from existing provisions in its Electric Rule 15 Tariff, specifically Section F: Applicant Design Option[27] and Section G: Applicant Installation Option.[28] These provisions provide that the applicant (in this case Menlo Equities) would normally be able to hold a competitive bidding process to have a qualified contractor or sub-contractor design and install new facilities that adhere to PG&E's design and construction standards.[29, 30] Because the Electric Rule 15 Tariff normally only applies to line extensions for distribution customers, these provisions are generally reasonable, as PG&E publishes design and construction standards for distribution customers in their "Greenbook Manual" (formally known as Electric & Gas Service Requirements).[31] However, transmission system design and construction is much more complex due to the higher voltages and associated safety hazards. Thus, it is reasonable that PG&E should be the entity to both design and construct these facilities and that PG&E should not offer the Applicant Design and Installation Options normally offered under Electric Rule 15.

Estimated Cost vs. Actual Cost

In this filing, PG&E asks to deviate from existing provisions in Electric Rules 15 and 16 by performing work on an actual cost basis as opposed to an estimated cost basis. Per PG&E's Electric Rule 15 Tariff, the cost that PG&E will refund to a customer for a requested overhead line extension is PG&E's total estimated installed cost.[32]

---

[27] PG&E Electric Rule 15 Section F at Sheet 15.
[28] PG&E Electric Rule 15 Section G at Sheet 16.
[29] PG&E Electric Rule 15 Section F and G at Sheet 15 through 16.
[30] Note that this option is only available to applicants for new service and is normally not available for replacement, reinforcement, or relocation of existing systems.
[31] PG&E Electric & Gas Service Requirements
[32] PG&E Electric Rule 15 Section D.5 at Sheet 10 through 11.

PG&E's Electric Rule 16 Tariff details the same approach.[33] These rules were written for distribution line extensions, for which PG&E has much experience reasonably estimating costs. A transmission line extension is another matter, as transmission system design and construction is much more complex due to the higher voltages and associated safety hazards, which can lead to more uncertain costs. Allowing PG&E to perform this work on an actual cost basis will protect electric ratepayers from any unforeseen costs that may be incurred during construction above what was estimated, while also providing protection from overpayment for Menlo Equities. Thus, it is reasonable to allow this work to be performed on an actual cost basis as requested by PG&E.

Attachment 2 Cost of Work at the Request of Others

In this filing, PG&E asks to deviate from existing provisions in Electric Rules 15 and 16 by deeming the work performed for the Review of Applicant Substation Design to be non-refundable. This situation is not described in either Rule 15 or 16. Having Menlo Equities as the customer pay for this work is reasonable as it protects ratepayers from undue costs stemming from this single customer's request to interconnect a large-load. Thus, it is reasonable for this work to be deemed non-refundable.

Matters not Requiring a Tariff Deviation

Special Facilities

Special Facilities are defined in PG&E's Electric Rule 2 as "facilities requested by an Applicant that are in addition to or in substitution for standard facilities that PG&E would normally provide for delivery of service at one point, through one meter, at one voltage class under its tariff schedules." [34] Such facilities are to be "installed, owned and maintained or allocated by PG&E as an accommodation to the Applicant only if acceptable for operation by PG&E and the reliability of service to PG&E's other [c]ustomers is not impaired."[35] In this case, the Special Facility that PG&E is referring to is the redundant 115 kV line that Menlo Equities has requested be installed, which PG&E has deemed to be in addition to the 115 kV line that is being constructed as part of the interconnection process. Thus, Menlo Equities will bear cost of ownership charges in accordance with PG&E Electric Rule 2 and the Agreement for Installation or Allocation of Special Facilities detailed above. This treatment does not represent a

[33] PG&E Electric Rule 16 Section E.5 at Sheet 19 through 20.
[34] PG&E Electric Rule 2 at Sheet 22.
[35] Ibid.

deviation from the existing Tariff, and PG&E presents it as a reduction in risk to ratepayers. We find that no action needs to be taken on this matter and that treatment of the redundant 115 kV line as a Special Facility is reasonable.

COMMENTS

This Resolution was mailed on February 13, 2026. Comments were timely filed by Pacific Gas and Electric Company (PG&E) on March 5, 2026. We discuss these comments below.

In its comments, PG&E argues against limiting annual refunds to 75 percent of the annual net revenues received from Menlo Equities, as proposed in this Resolution. PG&E argues as follows:

1) This is an unnecessary deviation from California Public Utilities Commission (Commission) precedent,[36]
2) The Base Annual Revenue Calculation (BARC) process already includes ample ratepayer protections that would avoid excessive refunds to Menlo Equities,[37] and
3) The proposed methodology could deter development of data centers in California.[38]

PG&E also argues that should the Commission continue to reject the use of the standard BARC process as written in Electric Rules 15 and 16, then annual refunds to Menlo Equities should equal 100 percent of net revenue rather than the 75 percent proposed.[39]

Finally, PG&E argues that determining the appropriate refund process for this type of infrastructure should be done in Application (A.) 24-11-007.[40]

We do not find these arguments persuasive. PG&E's comments do not raise any valid factual, legal, or technical errors with this Resolution and instead focus on relitigating its policy position from the Advice Letter. We address each argument in detail below.

---

[36] Comments of Pacific Gas and Electric Company on Draft Resolution E-5433 at 3.
[37] Comments of Pacific Gas and Electric Company on Draft Resolution E-5433 at 3 through 5.
[38] Comments of Pacific Gas and Electric Company on Draft Resolution E-5433 at 5.
[39] Comments of Pacific Gas and Electric Company on Draft Resolution E-5433 at 6.
[40] Comments of Pacific Gas and Electric Company on Draft Resolution E-5433 at 4.

Deviation from Precedent and the Menlo Equities Agreement

In Advice Letter 7667-E, approved with modification here, PG&E invokes exceptional case treatment of the terms and conditions therein that were based on Electric Rules 2, 15, and 16. The nature of an exceptional case submittal acknowledges that there is no standard tariff or rule determining how to proceed in a given case. In the discussion section above, we find that energization of the Menlo Equities project presents unique risks to ratepayers due to the large load, high energization costs, and uncertain future revenues. This Resolution proposes a modification to the proposed BARC process in response to these unique risks posed to ratepayers: limiting annual refunds to 75 percent of the annual net revenues received from the customer. We do not agree that this represents a departure from precedent, as (1) this is an exceptional case filing and the Commission's decisions on such filings, by definition, do not have binding precedents, and, (2) the proposed modification corresponds to the preexisting logic of basing refunds on net revenues.

Additionally, PG&E asserts that changes to the refund process constitute a material revision to the agreement executed between PG&E and Menlo Equities. This is not persuasive as the submission of the contracts for approval by the Commission necessarily involves the possibility of revision to the agreements by the Commission. Given the unique risks posed to ratepayers in this case, we consider it necessary and reasonable to modify the refund process to provide these additional ratepayer protections.

Existing BARC Ratepayer Protections

PG&E argues that the standard BARC process already includes ample protection for ratepayers, citing two protections specifically:

1) The refund afforded to Menlo Equities through the BARC process is limited based on Menlo Equities' kilowatt (kW) demand, and
2) If Menlo Equities' expected future net revenue does not justify the costs of its energization, Menlo Equities will be charged an additional fee to cover PG&E's cost of ownership.[41]

The argument regarding the first protection cited by PG&E has already been addressed in this Resolution in that while the BARC process does base refunds on net revenues, it assumes that those revenues will continue indefinitely into the future and thus provides

[41] Comments of Pacific Gas and Electric Company on Draft Resolution E-5433 at 4.

an annual refund amount much larger than the actual net revenues collected from the customer. We find it reasonable to adjust the refund amount to mitigate the risk of Menlo Equities' load not materializing and PG&E issuing refund amounts that might be disproportionate with the revenue PG&E derives from Menlo Equities' actual load.

The second protection cited by PG&E regarding levying ownership fee costs specifically applies to the case where the customer does not receive a full refund at the end of the first year after PG&E is ready to serve.[42] PG&E does not address the risk of a customer receiving a full refund early, and then having its load decline in later years with an attendant drop in revenue collected by PG&E. Again, given the unique risks presented to ratepayers in this case and given that no existing protections in the BARC process respond to these risks, we consider it necessary to provide the additional ratepayer protections enumerated in this Resolution.

Detering Large Load Development

PG&E asserts that the refund methodology adopted in this Resolution, Resolution E-5439, and Resolution E-5420 may be viewed by other transmission-level customers as an indication of how the Commission is likely to handle subsequent advice letters regarding similar customers and, thus, will choose to build these projects elsewhere.[43] The refund methodology adopted in this Resolution, however, was not developed with the intent of encouraging or discouraging future investment in the state. Rather, it was developed in the interest of protecting ratepayers broadly from the risks of stranded costs and higher bills while allowing the Menlo Equities project to energize and receive a full refund over time. We note that there are many ways to encourage large load development within the state without requiring electric ratepayers to bear the risks associated with that development, and this Resolution is not meant to address those broader questions. Thus, PG&E's argument here is also unpersuasive.

A.24-11-007 Refund Process

PG&E has submitted this Advice Letter as an exceptional case filing before any decision has been reached on refund procedures in A.24-11-007. Under these circumstances, it is appropriate to apply a consistent approach: either PG&E could have deferred action pending a decision in A.24-11-007, or it may proceed subject to the Commission's non-precedential orders issued in connection with this exceptional case filing. PG&E has

---

[42] PG&E Electric Rule 15 Section E.4 at Sheet 13.
[43] Comments of Pacific Gas and Electric Company on Draft Resolution E-5433 at 5.

chosen the latter and is, therefore, subject to the terms outlined here. The terms outlined here are reasonable regardless of the status of A.24-11-007 and, as noted above, *will not* prejudice the outcome of that proceeding. Thus PG&E's arguments here are unpersuasive.

For the reasons delineated above, we find it reasonable to decline PG&E's proposed changes in their entirety and retain the refund methodology adopted in the Resolution as written.

FINDINGS AND CONCLUSIONS

1. PG&E filing this AL with a Tier 3 designation is reasonable.

2. The Base Annual Revenue Calculation (BARC) refund process is the standard process by which customers requesting energization at the distribution level are refunded for up-front payments made to the utility to perform the work to interconnect said customer, as enumerated in PG&E's Electric Rule 15 Tariff.

3. The standard BARC process bases the annual refund amount to a customer on "net revenue," or the revenue received from the customer that directly pays for the infrastructure needed to interconnect that customer.

4. The scale of required upgrades for large-load customers seeking transmission-level energization is much larger than a typical distribution-level customer, and these customers present novel risks of substantial stranded costs.

5. Because the Menlo Equities project will be interconnected at the transmission-level, Menlo Equities will pay lower electric rates than an equivalent large-load customer that is connected at the distribution-level and normally covered by the Rule 15 process, while at the same time potentially contributing to the need for broader transmission network upgrades in the region.

6. Like all customers, the Menlo Equities project will rely on the continued operation and maintenance of the existing transmission grid.

7. It is not reasonable to apply the standard Rule 15 refund process and the BARC methodology as written to the Menlo Equities project without modification.

8. It is reasonable to base the annual refundable amount for infrastructure needed to energize the Menlo Equities project on the net revenue that will be received from Menlo Equities when the project is energized.

9. The BARC process as written in the Electric Rule 15 Tariff could result in the actual cost of energization being refunded to Menlo Equities before the net revenue received by PG&E would equal those costs.

10. In this case, differences in electric rates and the Menlo Equities project's scale and type of energization costs justify additional safeguards to protect ratepayers from assuming the risk of energizing these types of customers.

11. In this case, given differences in electric rates and the scale and type of energization costs for large-load transmission-level customers, it is reasonable to limit Menlo Equities' annual refunds for energization costs to 75 percent of the annual, actual net revenues received.

12. In this case, it is reasonable to provide a refund related to the ITCC as an additional adjustment to the 75 percent annual refund limit stated above.

13. In this case, it is reasonable to extend the refund period to fifteen years.

14. Given these modifications to the standard BARC process, it is also reasonable to disregard the customer-financed cost of ownership in this case.

15. It is reasonable for PG&E to submit a modified agreement with the changes specified herein for approval through a Tier 1 Advice Letter.

16. The findings and conclusions in this Resolution should in no way prejudice the ongoing deliberation in the Rule 30 proceeding, A. 24-11-007.

17. The payment of a cash advance from Menlo Equities to PG&E is reasonable.

18. The elimination of the Non-Refundable Discount Option is reasonable to protect ratepayers from undue risk of the costs of interconnection.

19. It is reasonable that PG&E should be the entity to both design and construct the necessary transmission facilities and that PG&E should not offer the Applicant Design and Installation Options normally offered under the Electric Rule 15 Tariff.

20. It is reasonable to allow this work to be performed on an actual cost basis as requested by PG&E.

21. It is reasonable for the work performed by PG&E described in Attachment 2: Review of Applicant Substation Design to be deemed non-refundable.

THEREFORE IT IS ORDERED THAT:

1. The request of Pacific Gas & Electric (PG&E) to approve the following agreement as requested in Advice Letter 7667-E are approved with the modifications set forth above and otherwise specified herein:

   A. Agreement to Perform Tariff Schedule Work (Electric Form 62-4527)

   B. Agreement to Perform Tariff Schedule Related Work (Electric Form 62-4527) for PG&E Review of Applicant Substation Design

   C. Agreement for Installation or Allocation of Special Facilities (Electric Form 79-255)

   D. Addendum to the Agreement for the Installation or Allocation of Special Facilities for Menlo Equities Project

2. PG&E shall modify the refund process in the Agreement to Perform Tariff Schedule Related Work to limit annual refunds to the Menlo Equities project to 75 percent of the annual net revenues PG&E collected from Menlo Equities in that year, adjusting for the Income Tax Component of Contribution (ITCC) as set forth above. In this case, the term ‘net revenues’ refers to the transmission component of Menlo Equities’ electric rates and the per meter customer charge.

3. PG&E shall extend the period in which Menlo Equities is eligible to receive a refund for upfront energization costs from 10 years to 15 years.

4. PG&E may seek approval for the modified Agreement to Perform Tariff Schedule Related Work through a Tier 1 Advice Letter.

This Resolution is effective today.

The foregoing Resolution was duly introduced, passed and adopted at a conference of the Public Utilities Commission of the State of California held on March 19, 2026; the following Commissioners voting favorably thereon:

Commissioner Signature blocks to be added
upon adoption of the Resolution

Dated March 19, 2026, at Sacramento, California.