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Date: September 18, 2025
Witness(es): Various

PACIFIC GAS AND ELECTRIC COMPANY

APPLICATION FOR APPROVAL OF ELECTRIC RULE NO. 30 FOR TRANSMISSION-LEVEL RETAIL ELECTRIC SERVICE

REBUTTAL TESTIMONY

PACIFIC GAS AND ELECTRIC COMPANY
APPLICATION FOR APPROVAL OF ELECTRIC RULE NO. 30
FOR TRANSMISSION-LEVEL RETAIL ELECTRIC SERVICE
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I. SUMMARY AND OVERVIEW [Karen Khamou Ornelas]

Pacific Gas and Electric Company (PG&E) respectfully submits this Rebuttal Testimony in support of its proposed Electric Rule No. 30 (Electric Rule 30) and the associated form agreement. Electric Rule 30 creates a streamlined, transparent, and equitable approach for interconnecting new transmission-level retail customers into PG&E's existing electric transmission system. In addition, Electric Rule 30 eliminates the time and resources required to negotiate individual transmission-level customer agreements and then submit these agreements to the California Public Utilities Commission (CPUC or Commission) for review and approval through an exceptional case filing, thus improving the ability to meet the customer's requested in-service date. Electric Rule 30 also provides transmission-level customers an opportunity to lower their overall costs through contributions and customer-build options, which will ultimately lower the costs for all customers.

In addition to providing a streamlined and efficient process for transmission-level customers, Electric Rule 30 also has significant benefits for existing customers. Electric Rule 30 has the potential to reduce existing electric customers' monthly bills by facilitating the interconnection of transmission-level customers with large, stable loads that will produce revenues which can offset existing customer bills. Electric Rule 30 includes a number of important financial protections for existing electric customers such as requiring new transmission-level customers to provide advances and pay for actual costs incurred for facilities necessary to interconnect them. Moreover, PG&E's existing customers will not bear any costs associated with a new transmission-level customer's interconnection (Facility Types 1-3) until the customer's forecasted load materializes in whole or in part, at which point the customer will be eligible for refunds.

On June 30, 2025, three parties submitted testimony concerning PG&E's Electric Rule 30 proposal--the Public Advocates Office of the California Public Utilities Commission (Cal Advocates), The Utility Reform Network (TURN), and the

California Community Choice Association (CalCCA). These parties recognized the need to develop a new transmission-level electric interconnection rule but recommended various changes to PG&E's Electric Rule 30 proposal. Each of these parties' recommendations is addressed below in PG&E's Rebuttal Testimony.

While the details of each recommended change to Electric Rule 30 is important, it is equally important to step back and consider broader policy issues. As PG&E demonstrated in its Supplemental Testimony, and further demonstrates here, large transmission-level customers can provide unique benefits to all PG&E customers as a result of the steady load and substantial revenues generated by these customers. In addition, the facilities built to serve these new transmission-level customers, such as switchyards and substations, can provide reliability benefits for all customers by promoting a robust and interconnected electric grid. While financially protecting existing customers is critical and a key part of PG&E's proposal, it is equally as important to avoid imposing onerous and unnecessary terms that will motivate potential transmission-level customers to locate in other states in which it is easier to do business and costs are lower. If California wants to be the premier state for technological development, a position that it has held for decades, we must develop policies that encourage technology companies to locate in California while, at the same time, protecting the interests of PG&E's existing customers.

In addition to the potential for reduced existing customer bills, large transmission-level customers such as data centers can provide substantial local and regional benefits. For example, a briefing presented by Virginia's Joint Legislative Audit and Review Commission that was cited extensively in Cal Advocates Testimony concluded that "[d]ata centers provide economic benefits and can generate substantial local tax revenues for localities that have them."[1] The same report also acknowledged risks resulting from data center growth, requiring regulators and utilities to balance competing interests.

PG&E's Electric Rule 30 proposal strikes a careful balance between protecting existing customers and developing a regulatory framework that encourages business development. In preparing this Rebuttal Testimony, we thoroughly reviewed parties' testimony and, based on that testimony, are proposing modifications to Electric Rule 30 to address many of the concerns raised by these

[1] Cal Advocates Errata Testimony at 10-11, n. 27-29.

parties. PG&E appreciates the testimony that Cal Advocates, CalCCA, and TURN provided and believes that many of these parties' recommendations strengthen and improve Electric Rule 30. However, some other recommendations would create onerous burdens for new, potential transmission-level customers. These burdens are unnecessary and ultimately are not beneficial to either existing customers or new transmission-level customers. Thus, PG&E does not support these latter recommendations.

PG&E looks forward to working with the Commission and parties to finalize and adopt an electric rule which is streamlined, transparent, and equitable for all customers and which fuels the continued growth of the technology industry in California.

II. ORGANIZATION OF REBUTTAL TESTIMONY [Karen Khamou Ornelas]

Consistent with the direction of Commission President Reynolds, PG&E's Rebuttal Testimony is organized to "correlate to the [Scoping Memo's] identified issues and related questions."[2] Thus, the remainder of PG&E's Rebuttal Testimony is organized based on the order of issues identified in the Scoping Memo. Some issues which involve a longer discussion include sections and subsections for organization.

PG&E has made its best effort to organize parties' testimony into the appropriate issues for purposes of rebuttal. In places where a party indicated that its testimony addressed multiple issues, PG&E has attempted to address the issue in the most appropriate place.

As indicated above, based on the parties' testimony, PG&E is proposing certain changes to its initial Electric Rule 30 proposal, as summarized in Table 1 below:

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2 *Assigned Commissioner's Scoping Memo and Ruling on Pacific Gas and Electric Company's Request to Implement A New Electric Rule 30 Tariff*, (March 11, 2025) (Scoping Memo) at 10.

TABLE 1
SUMMARY OF PG&E'S PROPOSED MODIFICATION TO AS-FILED ELECTRIC RULE 30 IN RESPONSE TO PARTIES' TESTIMONY

Line No.	Party Proposing Change	PG&E Proposed Modification	Rebuttal Testimony Section
1	Cal Advocates	Revise Electric Rule 30 to allow transmission-level customers to submit exceptional case filings	Issue 1, Section F.1
2	Cal Advocates	Submit an exceptional case filing through a Tier 2 advice letter (AL) for requests for service above 230 kilovolts (kV)	Issue 1, Section F.2
3	Cal Advocates	Remove use of the term "sole discretion" from Electric Rule 30 and the form agreement	Issue 1, Section F.3
4	Cal Advocates	Add the following language to the definition of Special Facilities in Electric Rule 30: "PG&E would normally provide for delivery of service at one point, through one meter, at one voltage class under its tariff schedules"	Issue 1, Section F.4
5	PG&E	Additional changes to Electric Rule 30 and the associated form agreement	Issue 1, Section G and Attachments A, B, D, and E
6	Cal Advocates	Modify Electric Rule 30 to state that the Monthly Ownership Charge is deducted from the outstanding refund amount and clarify that Monthly Ownership Charges do not occur in years in which a customer does not receive a refund	Issue 3.f, Section A
7	Cal Advocates	Clarify in Electric Rule 30 that the Base Annual Revenue Calculation (BARC) process is based on actual usage and revenues	Issue 3.f, Section B
8	Cal Advocates	Treatment of interest paid to a transmission-level customer on Refunds from Facility Types 1-3 as an expense item rather than adding the interest cost to rate base	Issue 3.f, Section C
9	Cal Advocates/TURN	Minimum demand charges should be included in Electric Rule 30; however, Cal Advocates' and TURN's proposals require modification	Issue 3.k, Section B.1
10	Cal Advocates/TURN	A minimum contract term and early termination fee should be added to Electric Rule 30; however, Cal Advocates' and TURN's proposals require modification	Issue 3.k, Section B.2
11	Cal Advocates	Adopt annual reporting requirements regarding Electric Rule 30 customers and costs, with a provision to sunset this reporting after 5 years. However, the reporting form and information to be included shall be determined based on consultation with Energy Division.	Issue 4.a, Section A

TABLE 1
SUMMARY OF PG&E'S PROPOSED MODIFICATION TO AS-FILED ELECTRIC RULE 30 IN RESPONSE TO PARTIES' TESTIMONY
(CONTINUED)

Line No.	Party Proposing Change	PG&E Proposed Modification	Rebuttal Testimony Section
12	Cal Advocates	Adopt annual reporting requirements regarding Electric Rule 30 queue, with a provision to sunset this reporting after 5 years. However, However, the reporting form and information to be included shall be determined based on consultation with Energy Division.	Issue 4.a, Section B
13	Cal Advocates	Adopt requirement to share results of audits	Issue 4.a, Section C
14	PG&E	Direct PG&E to work with the Energy Division on consolidated reporting frequency and format and submit Tier 1 AL to provide proposal regarding Electric Rule 30 reporting	Issue 4.a, Section D
15	CalCCA	Adopt an information sharing requirement with affected CCAs regarding new interconnection applications	Issue 4.b, Section C
16	CalCCA	Adopt a quarterly reporting requirement for sharing interconnection application information with affected CCAs	Issue 4.b, Section C
17	CalCCA	Modify definition of "Retail Service" in Electric Rule 30	Issue 4.b, Section C
18	CalCCA	Revise Electric Rule 30 to provide notice to potential transmission-level customers regarding CCA service	Issue 4.b, Section C
19	CalCCA	Include information related to CCA service in PG&E's application for transmission-level service	Issue 4.b, Section C
20	PG&E	Update PG&E and CCA Non-Disclosure Agreement	Issue 4.b, Section D.1
21	PG&E	Adopt requirement for cybersecurity and privacy reviews for CCAs receiving transmission-level customer information	Issue 4.b, Section D.2
22	PG&E	Approve the sharing of information with PG&E's Energy Procurement organization at the same time and in the same manner as the information is shared with affected CCAs	Issue 4.b, Section D.3
23	PG&E	Adopt PG&E's proposed timeline for a transmission-level customer to provide notice of its requested energy provider and confirmation by an affected CCA	Issue 4.b, Section D.4

Finally, PG&E has included in this Rebuttal Testimony:

- Attachment A: Electric Rule 30 Tariff (Clean);
- Attachment B: Electric Rule 30 Tariff (Redline);
- Attachment C: Proposed Changes to Electric Rule 30;
- Attachment D: Form Agreement (Clean);
- Attachment E: Form Agreement (Redline);
- Attachment F: Proposed Changes to Form Agreements;
- Attachment G: Declaration From Silicon Valley Power;
- Attachment H: CalCCA Response to Data Request Set #1-Q1;
- Attachment I: Revised PG&E-CCA NDA (Clean); and
- Attachment J: Revised PG&E-CCA NDA (Redline).

III. SCOPING MEMO ISSUES

Issue 1 – Reasonableness: Are the provisions of Electric Rule 30 just and reasonable for the new transmission-level customers and the existing ratepayers? [Karen Khamou Ornelas]

Q 1 In general, do parties appear to support PG&E's efforts to develop a new Electric Rule for transmission-level retail electric customers?

A 1 Yes. CalCCA states that it "generally supports PG&E's efforts to attract new load by streamlining and expediting interconnection for new customers to PG&E delivery system."[3] CalCCA goes on to explain that "large load customers" (i.e., transmission-level customers) can provide benefits from "the downward pressure on delivery rates" and that California needs to adopt policies to support these customers.[4]

Similarly, Cal Advocates "supports establishing new provisions to address the unique challenges of interconnecting customers seeking retail electric service at the transmission level, provided that they include adequate protections for all other ratepayers."[5]

PG&E agrees with these parties that it is critical to develop a streamlined, transparent, and equitable approach for interconnecting new

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3 CalCCA Amended Testimony at 2, lines 8-9.

4 CalCCA Amended Testimony at 4, lines 11-15.

5 Cal Advocates Errata Testimony at 3, lines 10-12.

transmission-level electric retail customers into PG&E's existing transmission system. With the modifications proposed in this Rebuttal Testimony, PG&E believes that Electric Rule 30 and the associated form agreement provide exactly that—a streamlined, transparent, and equitable interconnection process.

Q 2 Does TURN also acknowledge that load growth can be beneficial?

A 2 As a general principle, yes. TURN stated that it "does not dispute that load growth can be positive for customers, but less so when load is added as a step function and drives exceptional energy capacity costs for other customers."[6]

Q 3 Although Cal Advocates, CalCCA, and TURN support the concept of beneficial load growth, do these parties also raise concerns regarding Electric Rule 30?

A 3 Yes. Cal Advocates, CalCCA, and TURN raise a number of different issues regarding proposed Electric Rule 30. These parties also raise more general concerns specific to data centers. The remainder of this response to Issue 1 addresses concerns raised by the parties.

Q 4 Please describe how this section of PG&E's Rebuttal Testimony is organized.

A 4 The remainder of this section addresses the following issues:

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6 TURN Revised Testimony, at 15, lines 9-11.

TABLE 2
SUMMARY OF ISSUE 1 SUBSECTIONS AND PG&E WITNESSES

Line No.	Section	Subject	PG&E Witness(es)
1	A	Data Center Load Uncertainty and Other Risks	Karen Khamou Ornelas, Ashwini Mani, and Sharon Pierson
2	B	Data Center Impacts	Karen Khamou Ornelas and Ashwini Mani
3	C	PG&E's Approach to Cost Responsibility for Facility Types 1-3	Karen Khamou Ornelas
4	D	PG&E's Approach to Cost Responsibility for Facility Type 4	Karen Khamou Ornelas and Ashwini Mani
5	E	Existing Customer Impacts	Karen Khamou Ornelas
6	F	Cal Advocates' Proposed Process and Tariff Changes Proposed by Cal Advocates	Karen Khamou Ornelas and Ben Moffat
7	G	PG&E's Proposed Changes to Electric Rule 30 and the Form Agreement	Ben Moffat

A. Data Center Load Uncertainty and Other Risks

In this subsection, PG&E addresses testimony regarding: (1) data center load uncertainty; (2) data centers "shopping around"; (3) withdrawal of transmission-level service applications; (4) risks of stranded assets and early termination; and (5) overview of risk and uncertainty mitigations.

1. Data Center Load Uncertainty [Karen Khamou Ornelas and Ashwini Mani]

Q 5 Cal Advocates asserts that "emerging large-loads, particularly data centers" are uncertain and that PG&E is unable to forecast how many transmission-level service applicants will ultimately take service.[7] Please address this point.

A 5 Cal Advocates is correct that, nationally, utilities and policymakers are struggling with forecasting data center development given the economic and regulatory landscape. PG&E is no different and although we are constantly refining our forecast of data center and transmission-level customer load, these loads are subject to change. To address this uncertainty, we have designed Electric Rule 30 to require that a new transmission-level customer

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7 Cal Advocates Errata Testimony at 4, lines 1-4.

pay upfront all of the actual costs associated with Facility Types 1-3, contribute to the construction of these facilities (i.e., contributing land or equipment), or build these facilities themselves. Customers are only eligible for a refund on Facility Type 1-3 costs once they have started receiving service and producing revenues that pay for their interconnection facilities and can ultimately lower the bills of other customers.

For Facility Type 4 (i.e., upgrades to the existing network transmission system), as explained in more detail below in Issue 1, Section D, these facilities often benefit multiple customers including new transmission-level customers and all existing retail customers using the electric transmission system. Thus, even if a data center shuts down prematurely or does not come online at all, these upgrades provide benefits to other customers. These upgrades are often designed to serve the needs of multiple customers, mitigating concerns about stranded assets.

Q 6 Cal Advocates cites several industry publications arguing that data center load growth is speculative.[8] Please address this concern.

A 6 PG&E recognizes that the need for new data centers fueled by artificial intelligence (AI) is rapidly evolving and agrees with Cal Advocates that load growth forecasts are uncertain. As explained above, PG&E developed Electric Rule 30 with this reality in mind.

It is also notable that many of the industry publications cited by Cal Advocates in its testimony actually support PG&E's interconnection approach. For example, a *Utility Dive* article cited by Cal Advocates explains that "[a] standardized load-side interconnection process will not eliminate speculation, but it will go a long way toward getting it under control."[9] PG&E has a robust and standardized application process for transmission-level customers applying for interconnection and has recently conducted cluster studies to better understand and plan for transmission-level customers. These processes facilitate legitimate projects moving forward while projects that are more speculative do not move forward to the Preliminary Engineering Study (PES) or Interconnection

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8 Cal Advocates Errata Testimony at 13, lines 8-10.

9 See Cal Advocates Errata Testimony at 13, n. 41 (citing *Utility Dive* article by Peter Freed and Allison Clements).

Agreement phase. Thus, PG&E is implementing or has implemented processes that address Cal Advocates' concerns regarding speculative load growth.

Another *Utility Dive* article cited by Cal Advocates indicates that utilities are addressing speculative load requests by "asking data center developers for bigger financial commitments upfront."[10] A *Latitude Media* article cited by Cal Advocates similarly indicates that one way to address "phantom data centers" is to get people to "put chips on the table" through fees and upfront payments. This is exactly what PG&E is proposing in Electric Rule 30. As explained in more detail below, when a potential transmission-level customer requests an interconnection study, the customer is required to pay a deposit for the study, and any costs incurred are non-refundable. After the study, if the transmission-level customer decides to proceed and executes an interconnection agreement, under Electric Rule 30 the customer is required to pay upfront for the actual costs for Facility Types 1-3. If a transmission-level customer chooses to withdraw after detailed engineering is completed and/or prior to the completion of construction and energization, then PG&E keeps all associated costs incurred for the project so that existing customers do not pay anything for the work performed. PG&E believes that as a customer advances through the interconnection process and commits more capital to the project, the likelihood of withdrawing significantly decreases.

In short, the articles cited by Cal Advocates demonstrate that PG&E is pursuing the right approaches through its requirement for a study process deposit and the Electric Rule 30 requirements. PG&E's Electric Rule 30 proposal mitigates concerns about speculative load. A transmission-level customer will likely not pay tens or hundreds of millions of dollars upfront for a "speculative" project.

Q 7 Cal Advocates cites information from the California Energy Commission (CEC) regarding the difficulty in forecasting data center <u>energy</u> load.[11] Is that an issue in this proceeding?

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10 See Cal Advocates Errata Testimony at 13, n. 42 (citing *Utility Dive* article by Brian Martucci).

11 Cal Advocates Errata Testimony at 15, lines 5-10.

A 7 PG&E's understanding is this is not an issue in this proceeding. As the Scoping Memo indicates, resource adequacy and generation costs are outside the scope of this proceeding.[12]

Q 8 Assuming, however, the Commission were to consider Cal Advocates' concerns about CEC energy load forecasts, please address Cal Advocates' concern.

A 8 PG&E recognizes that the CEC's Integrated Energy Policy Report (IEPR) load forecast informs the identification of Transmission Network Upgrades through the California Independent System Operator's (CAISO) Transmission Planning Process (TPP). PG&E's retail and wholesale customer load interconnection applications are captured within the CEC's IEPR forecast. However, the CEC develops its own assumptions and methodologies, which may not reflect the timing, location, or magnitude of specific customer interconnection requests. For data center forecasting, PG&E works closely with the CEC and the CAISO to ensure there is no double counting in the modeling of the forecast between the assumptions from the large load studies and CEC's data center forecast.

Large load applications are studied independently under PG&E's Wholesale Distribution Tariff (WDT) and retail large load Interconnection processes. These studies include detailed power flow analyses to determine whether additional interconnection capacity is required beyond what has already been approved through the CAISO TPP. In cases where capacity projects are identified, they are often just accelerating infrastructure that would have been needed anyway in future planning cycles due to broader system load growth that aligns with the CEC's load forecast.

PG&E works closely with the CAISO to ensure that any proposed transmission network upgrades are reviewed for overlap with existing or planned capacity upgrades. This coordination ensures that infrastructure developed to meet the CEC's IEPR forecast also supports the requirements of specific load projects. In addition, PG&E includes language in its PES Reports requesting that transmission-level customers provide a load forecast every year until their load ramps to its ultimate level. This practice

12 Scoping Memo at 5.

helps PG&E validate assumptions and avoid overbuilding the transmission system.

PG&E's planning and interconnection processes are designed to ensure that Transmission Network Upgrades are justified, coordinated, and aligned with both long-term system needs and near-term customer requirements, while safeguarding against unnecessary infrastructure investment.

2. Data Centers "Shopping Around" [Karen Khamou Ornelas]

Q 9 Cal Advocates also argues that data centers may be "shop[ping] around" for locations to build, thus causing uncertainty about how much load will actually materialize in PG&E's service area.[13] Please address this concern.

A 9 PG&E has received many applications from transmission-level customers, including data centers, with the understanding that not all the requested applications for service may materialize. As PG&E indicated above, when a customer requests to study a specific location for interconnection, PG&E collects a deposit for that interconnection study. As PG&E explained to Cal Advocates in discovery, these deposits typically can start around $25,000.[14] However, in many cases, these deposits can be much more with additional funds collected.[15] Moreover, as indicated above, these deposits are for a preliminary study and are only the first step in the interconnection process. As the process proceeds, transmission-level customers must decide whether to enter into an Interconnection Agreement and pay upfront the costs for Facility Types 1-3.

3. Withdrawal of Transmission-Level Service Applications [Karen Khamou Ornelas]

Q 10 Cal Advocates notes that certain data centers requesting transmission-level service have withdrawn their applications.[16] Please address this testimony.

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13 Cal Advocates Errata Testimony at 13, lines 8-11.

14 Cal Advocates Errata Testimony, Appendix C-2 at C-0020 to C-0023.

15 *Compare* Cal Advocates Errata Testimony at 14, n. 46 (asserting deposit is $25,000) with actual deposit data which varies and can be as high as $75,000. See Attachment Cal Advocates Testimony, Appendix C-1 at C-0003 to C-0004 (PG&E response to Cal Advocates Set #6, Question 3).

16 Cal Advocates Errata Testimony at 14, line 8 to 15, line 1.

A 10 The data response cited by Cal Advocates,[17] dated June 2, 2025, identified 60 transmission-level applications between 2015-2025. At the time of this response, 10 of those 60, or approximately 17 percent, had been withdrawn. This means that 83 percent of these applications were going and/or were completed as of June 2, 2025. While these data on actual applications highlight that not all transmission-level applicants will proceed with interconnection, they also highlight that many will.

4. Risks of Stranded Assets and Early Termination [Karen Khamou Ornelas and Sharon Pierson]

Q 11 Cal Advocates argues that data center load uncertainty can increase the risk of stranded costs from underutilized or unnecessary infrastructure.[18] Please comment on this concern.

A 11 With regard to Facility Types 1-3, under proposed Electric Rule 30, the transmission-level customer pays the actual costs for these facilities and is only eligible for a refund after the facilities are energized and the customer is producing revenue. This proposal ensures that customers will only receive refunds if their revenues support the costs of the Facility Type 1-3 facilities. Moreover, PG&E is proposing in this Rebuttal Testimony a minimum demand charge, minimum contract term, and early termination fee. These proposals are addressed below in Issue 3.k. Taken together, the revised Electric Rule 30 proposal addresses Cal Advocates' concerns about stranded costs and under-utilization for Facility Types 1-3.

With regard to Facility Type 4, as the Federal Energy Regulatory Commission (FERC) has explained, electric transmission network upgrade costs are appropriately borne by all transmission customers because "the integrated transmission grid is a cohesive network whose expansion benefits all users of the grid," and thus FERC has rejected the direct assignment of network upgrade costs to specific customers.[19] FERC "has reasoned that, even if a customer can be said to have caused the addition of a grid facility, the addition represents a system expansion used by and

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[17] See Cal Advocates Errata Testimony at 15, n. 52.

[18] Cal Advocates Errata Testimony at 15, line 11 to 16, line 7.

[19] *Hinds v. Entergy Services*, 117 FERC ¶ 61,210 (2006).

benefitting all users due to the integrated nature of the grid."[20] Federal courts have agreed with this reasoning.[21] As explained in more detail below in Issue 1, Section D, Transmission Network Upgrades (i.e., Facility Type 4) often benefit multiple customers. Thus, even if one customer terminates service early, the Transmission Network Upgrades continue providing benefits to the remaining customers. Moreover, PG&E's proposals for a minimum demand charge, minimum contract term, and early termination fee also help mitigate any concerns regarding Facility Type 4 stranded assets.

Q 12 Cal Advocates asserts that there is an increased likelihood of underutilization or "early exit" for data centers and cites a report undertaken by ERCOT.[22] Please address this statement.

A 12 The ERCOT report states that for data centers with 2022-2024 in-service dates, the actual load was 49.8 percent of the requested amount.[23] In PG&E's experience working with data center customers, we understand there can be many instances where the forecasted load within the first few years of service can be lower than the requested amount. Data center companies typically provide a load ramp schedule that projects incremental increases in power demand over a multi-year period, ultimately reaching the requested capacity. In some cases, additional capacity upgrades may be required after the in-service date to deliver the full requested load. As a result, initial power availability at the start of service may be limited due to dependencies on these future upgrades but can increase over time. PG&E believes that extending the observation period beyond 1–3 years will yield more accurate insights into actual versus forecasted data center load utilization.

In addition, PG&E expects energy demand from data centers to grow, which will increase the likelihood of high utilization of already planned or

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20 *Public Service Company*, 62 FERC ¶ 61,013 (1993) at 61,061.

21 See e.g., *Duke Energy Progress LLC v. FERC*, 106 F.4th 1145 (D.C. Cir. 2024).

22 Cal Advocates Errata Testimony at 18, lines 9-14. The ERCOT report is referenced in n. 70.

23 Board of Directors Meeting, Item 8.1: Long-Term Load Forecast Update (2025-2031) and Methodology Changes, ERCOT Public (April 7-8, 2025), available at: <https://www.ercot.com/files/docs/2025/04/07/8.1-Long-Term-Load-Forecast-Update-2025-2031-and-Methodology-Changes.pdf> (accessed Aug. 11, 2025).

built data centers and may require the additional build of new unplanned data centers. An article published by Deloitte estimates that power demand from AI data centers could grow more than thirty-fold from 2024 to 2035.[24] Deloitte's insights provide an example of how AI data centers can require dramatically more energy per square foot than a traditional data center. The example stated:

> Five-acre data center augmenting central processing units with specialized graphics processing units might see its energy usage increase from 5 to 50 megawatts.

Another article from the United States Department of Energy (DOE) references a 2024 Report on U.S. Data Center Energy Use. The DOE found that data center load growth has tripled over the past decade and is projected to double or triple again by 2028.[25] In addition to the rapid expansion of AI and data centers, cloud computing is also projected to experience substantial growth. According to Precedence Research, the cloud data center market is expected to grow from $32.28 billion in 2025 to $75.40 billion by 2034, representing a 134 percent increase.[26] Based on these examples, PG&E believes the trend for data center load consumption and utilization will continue to increase in the future.

5. Overview of Mitigations to Address Uncertainties and Risks [Karen Khamou Ornelas]

Q 13 Does Electric Rule 30 include provisions to address the data center risks discussed above (*e.g.*, uncertainty of data center load forecast, data centers "shopping around," data center early termination, etc.)?

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24 Deloitte Insights – Can US infrastructure keep up with the AI economy? (June 24, 2025) AI Infrastructure Gaps, available at: <https://www.deloitte.com/us/en/insights/industry/power-and-utilities/data-center-infrastructure-artificial-intelligence.html> (accessed Aug. 11, 2025).

25 U.S. Department of Energy. DOE releases new report evaluating increase in electricity demand from data centers (Dec. 20, 2024), available at: <https://www.energy.gov/articles/doe-releases-new-report-evaluating-increase-electricity-demand-data-centers> (accessed Aug. 11, 2025).

26 Precedence Research. *Cloud data center market set for strong growth amid cloud adoption trends,* (July 3, 2025), available at: <https://www.precedenceresearch.com/cloud-data-center-market> (accessed Aug. 11, 2025).

A 13 Yes. PG&E's interconnection process and proposed Electric Rule 30, as modified in this Rebuttal Testimony, include a number of provisions that address data center risks including:

- <u>Uncertain Load Forecasts</u>: When a potential transmission-level customer submits an application for Retail Service, PG&E works with the customer to develop a forecast of its expected load and the facilities needed to serve this load. When an interconnection agreement is signed, the customer is required to pay upfront the actual costs for Facility Types 1-3 (including any Income Tax Component of Contribution (ITCC)) and is only eligible for refunds if the load and corresponding revenue materialize based on the BARC review. The customer can also provide contributions or exercise the applicant build options, but, similar to advances and actual costs payments, the customer incurs the costs for these options and is only refunded if the load and revenue materialize. As to the recovery of Facility Type 4 costs, this is addressed below in Issue 1, Section D.
- <u>Data Centers "Shopping Around"</u>: At each step of the interconnection process, the transmission-level customer is paying for the costs associated with interconnection. For example, the customer pays a deposit for the costs of the PES Report. The amount of the deposit that is used for the PES Report is not refundable. If the customer agrees with the PES Report and subsequently enters into an interconnection agreement, as explained above, the customer pays the initial costs for Facility Types 1-3. Thus, even if a data center customer is "shopping around", that customer, rather than other existing customers, will bear the costs of the preliminary work associated with a potential interconnection project.
- <u>Minimum Demand Charge</u>: In response to testimony submitted by Cal Advocates and TURN, PG&E is proposing a minimum demand charge for transmission-level customers that will address the risks of changes in load after energization of a transmission-level customer. Some aspects of Cal Advocates' proposal were onerous and thus PG&E is proposing a more reasonable and equitable approach. Minimum Demand Charges are discussed in more detail below in Issue 3.k.

- Minimum Contract Term and Early Termination Fee: To address risks that a transmission-level customer may terminate service soon after receiving Refunds, PG&E is revising its proposal in response to testimony from Cal Advocates and TURN to add a minimum contract term and early termination fee. The minimum contract term and early termination fee are discussed in more detail below in Issue 3.k.
- Use of Actual Costs: PG&E recognizes that there are financial risks associated with retail transmission-level interconnections, especially given the potential size of these projects. Indeed, this risk highlights the need to utilize a new tariff to address these types of connections. PG&E identified high financial risk utilizing all provisions from Rule 15 and 16, including the use of estimated costs when a project may involve tens or hundreds of millions of dollars. Thus, for Electric Rule 30, PG&E is proposing to recover actual costs rather than estimated costs. A transmission-level customer will pay the actual costs for Facility Types 1-3 and be eligible to receive refunds based on the BARC process.

B. Data Center Impacts [Karen Khamou Ornelas and Ashwini Mani]

In this section, PG&E addresses: (1) data center operating characteristics and locations; (2) impacts of data centers on generation prices and available capacity; and (3) data center impacts on the environment.

1. Data Center Operating Characteristics and Locations

Q 14 Cal Advocates indicates that data centers have "demanding load characteristics and operational needs."[27] TURN also comments on the size and operating characteristics of load centers.[28] Please address this issue.

A 14 PG&E agrees with Cal Advocates and TURN that the operating characteristics of data centers are distinct from traditional distribution and transmission-connected loads. These differences—such as rapid demand fluctuations, high ramp rates, voltage and frequency sensitivity, and

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27 Cal Advocates Errata Testimony at 16, line 8 to 17, line 14.

28 TURN Revised Testimony, at 5, line 15 to 7, line 13.

harmonics—are being actively studied by industry bodies including the North American Reliability Council (NERC), Western Electricity Coordinating Council (WECC), and others like the Energy Systems Integration Group (ESIG). PG&E, like other transmission owners, transmission providers, and regional transmission organizations, understands that these characteristics can challenge traditional planning assumptions and increase the likelihood of voltage instability or frequency excursions. PG&E is incorporating emerging guidance into its modeling and study requirements to ensure appropriate mitigation measures are embedded in data center designs.

Q 15 TURN and Cal Advocates also note that data centers tend to cluster in certain geographic locations.[29]

A 15 While not all data centers will locate in the same geographic area, TURN and Cal Advocates are correct that there will likely be clusters of data centers in PG&E's service area. This is exactly why PG&E initiated a cluster study process. As PG&E explained in its Supplemental Testimony:

> The Cluster Process utilizes a streamlined cluster study approach to identify: (1) upgrades needed to serve potential new transmission level retail electric customers; and (2) opportunities for these potential new customers to share costs for new facilities that could be used by multiple customers. PG&E believes that a cluster group study will help drive meaningful results that consider system capability and develops solutions to meet customer timelines and establish shared cost responsibility.[30]

PG&E's cluster study approach should be able to reduce existing customer costs by determining whether data centers and other transmission-level customers located in the same area can share new facilities and thus potentially lower the overall costs rather than interconnecting customers individually in a serial manner.

2. Data Center Impacts on Generation Prices and Available Capacity

Q 16 Cal Advocates argues that data centers may increase customer costs and provides examples and sources where data center growth caused increased

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29 TURN Revised Testimony, at 7, line 14 to 8, line 7; Cal Advocates Errata Testimony at 17, lines 1-8.

30 PG&E Supplemental Testimony at 6, lines 3-9.

capacity (i.e., generation) prices.[31] Similarly, TURN states that data center demand increases the risk of blackouts and that the need for new generation costs to ratepayers must be considered.[32] Are these issues within scope in this proceeding?

A 16 No. The Scoping Memo was clear that "incremental generation costs" and generation-related reliability issues are not at issue in this proceeding.[33] Thus, PG&E is not substantively addressing this testimony. However, PG&E recognizes the importance of these issues and looks forward to working with the Commission and stakeholders to identify potential generation impacts and develop solutions for these impacts.

3. Data Center Impacts on Climate

Q 17 TURN raises concerns that Electric Rule 30 could negatively impact California's climate goals and electrification strategy.[34] Please address this concern.

A 17 Similar to TURN's testimony regarding generation prices, concerns about climate impacts are outside the scope of this proceeding. The Scoping Memo provides that "[t]he issues concerning environmental impacts and environmental and social justice (ESJ) community issues with customers seeking retail electric service at the transmission level are outside of the scope of this proceeding because this phase of the tariff review and approval does not involve evaluating generation resources or assessing the location for building the applicant or utility facility."[35] Thus, PG&E is not substantively addressing this issue.

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31 Cal Advocates Errata Testimony at 9, lines 11-15.

32 TURN Revised Testimony, at 16, lines 1-7.

33 Scoping Memo at 5.

34 TURN Revised Testimony, at 25, line 1 to 27, line 10.

35 Scoping Memo at 5.

C. PG&E's Approach to Cost Responsibility for Facility Types 1-3 Is Just and Reasonable [Karen Khamou Ornelas]

1. PG&E's Facility Type 1-3 Cost Responsibility Proposal

Q 18 Please describe PG&E's proposal for cost responsibility associated with Facility Types 1-3.

A 18 For Facility Types 1-3, transmission-level customers have several cost responsibility options. First, the customer can provide an Advance to PG&E and then make Actual Cost Payments for the full costs associated with PG&E designing, procuring, and building these facilities.

Second, the customer can provide a Contribution of land or equipment to PG&E. A Contribution may be more cost-effective for both the transmission-level customer and existing customers because it can be less expensive for the transmission-level customer to provide, which will reduce the overall amount of any Refunds and costs that are included in PG&E's rate base.

Third, a transmission-level customer can build certain facilities on its own and then transfer ownership of the facilities, once completed and inspected, to PG&E.[36] This option can also be cost-effective if the transmission-level customer is able to build facilities for a lower cost than PG&E. The lower cost of building facilities benefits both the transmission-level customer as well as existing customers.

For all three options, the transmission-level customer bears the initial costs either through an Advance/Actual Cost Payments or incurring the costs for a Contribution or Applicant Build Facility. Once the facilities are operational and the transmission-level customer is receiving retail electric service, the customer is eligible to receive a refund of these amounts.

Q 19 Please describe why you believe that PG&E's approach for Facility Types 1-3 is just and reasonable.

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36 A transmission-level customer may construct certain facilities independently, provided that PG&E oversees the process to ensure full compliance with its design and safety standards. These standards are essential to meet operational, safety, and reliability requirements. Once the facilities are completed and successfully inspected, ownership is transferred to PG&E. This approach can be cost-effective if the customer is able to build the facilities at a lower cost than PG&E, resulting in financial benefits for both the transmission-level customer and existing customers.

A 19 Facility Types 1-3 are built to serve a specific transmission-level customer. Although some of these facilities may be expandable to serve other customers, the primary reason for building these facilities is to provide electric service to a single transmission-level customer. PG&E believes the Proposed Rule 30 provisions provide a just, reasonable, and equitable approach to cost responsibility. The transmission-level customer is initially responsible for all of the costs for these facilities, either through direct payments and/or Contributions and Applicant Build Facilities. Once the transmission-level customer starts receiving service, it will be providing revenues that offset the Facility Type 1-3 costs. Thus, it is appropriate that the transmission-level customer be eligible for a refund of the Facility Type 1-3 costs that it initially bore.

Electric Rule 30 also includes protections and provides benefits for existing ratepayers. These protections and benefits are described in detail in PG&E's Supplemental Testimony.[37]

Q 20 Is PG&E also proposing that transmission-level customers receive interest on the Advances and Actual Cost Payments?

A 20 Yes. PG&E addresses the reasonableness of the proposal to include interest payments in its Rebuttal Testimony regarding Issue 3.f.

2. Proposed Changes to Cost Responsibility for Facility Types 1-3

Q 21 As a result of its review of parties' testimony, is PG&E proposing any changes to Electric Rule 30 which directly or indirectly impact cost responsibility for Facility Types 1-3?

A 21 Yes. PG&E is proposing two changes that do not directly impact the Electric Rule 30 requirements regarding Advances, Actual Cost Payments, and Refunds, but do address concerns about a customer reducing usage after energization or terminating service: (1) a minimum demand charge; and (2) a minimum contract term with an early termination fee.

Q 22 Where are these changes addressed in PG&E's Rebuttal Testimony?

A 22 These changes are addressed in Issue 3.k.

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[37] PG&E Supplemental Testimony at 17, line 20 to 19, line 14.

D. PG&E's Approach to Cost Responsibility for Facility Type 4 is Just and Reasonable

1. PG&E's Facility Type 4 Cost Responsibility Proposal [Karen Khamou Ornelas]

Q 23 Please describe PG&E's proposal for cost responsibility for Facility Type 4.

A 23 Facility Type 4 represents upgrades to PG&E's existing transmission. As PG&E discussed more in Issue 1, Section D.2, below, unlike Facility Types 1-3, Transmission Network Upgrades may not be solely caused by a specific transmission-level customer facility. Instead, these upgrades may be proposed to provide additional capacity or address reliability issues for multiple new facilities as well as existing customers. Because Transmission Network Upgrades benefit all transmission customers, PG&E is proposing that these costs be included in PG&E's rate base and recovered through FERC-jurisdictional rates.[38]

Q 24 Has any party proposed that transmission-level customers be required to provide Advances or Actual Cost Payments for Facility Type 4?

A 24 Based on PG&E's review, we do not think any party has proposed that new transmission-level customers provide Advances or Actual Cost Payments for Facility Type 4. Cal Advocates and TURN have proposed additional mechanisms such as minimum demand charges and minimum contract terms, but these parties have not proposed that the transmission-level customer be required to provide Advances or Actual Cost Payments for Facility Type 4.

Q 25 Is PG&E's cost responsibility proposal for Facility Type 4 reasonable?

A 25 Yes. As described in Issue 1, Section D.2 below, Transmission Network Upgrades are approved through robust planning processes and are often designed to meet the needs of multiple new customers as well as existing customers. Given this, and relevant regulatory and judicial precedent, it would not be reasonable to require a single transmission-level customer to provide an Advance or Actual Cost Payment for Transmission Network Upgrades that are planned and designed to serve multiple entities, including existing and future customers.

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38 PG&E Supplemental Testimony at 43, lines 21-31.

Attempting to assign a percentage or all of the Facility Type 4 costs to certain customers would be impractical and likely unjust and unreasonable. As indicated above, multiple existing and future customers may benefit from Transmission Network Upgrades. Trying to allocate to specific customers portions or all of Facility Type 4 costs would be challenging, especially if future customers may or may not interconnect. Moreover, it may be unjust and unreasonable if a single customer is allocated Facility Type 4 costs that are disproportionate to its use of the Transmission Network Upgrades.

Q 26 Does information in Cal Advocates Testimony support the reasonableness of PG&E's cost responsibility proposal for Facility Type 4?

A 26 Yes. Table 3 on page 23 of Cal Advocates Testimony is largely redacted, but it indicates in the public version that 18 projects in PG&E's 2024 Cluster Study are dependent on six Transmission Network Upgrades approved by the CAISO in the 2024-2025.[39] In one case, all 18 projects are dependent on a single Transmission Network Upgrade. This demonstrates that trying to allocate or assign Transmission Network Upgrade to a single transmission-level customer is not reasonable and likely not possible.

Q 27 Is PG&E's cost responsibility proposal for Facility Type 4 consistent with Electric Rules 15/16?

A 27 Yes. Under Commission-approved Electric Rules 15/16, PG&E may be required to perform distribution system upgrades that costs millions of dollars to accommodate a new distribution-level customer. Under Electric Rules 15/16, distribution-level customers do not pay the distribution system upgrades costs but, instead, these costs are borne by all customers. This is the exact same approach PG&E is proposing for Electric Rule 30.

Q 28 Has the Commission addressed the issue of cost responsibility for shared facilities such as network upgrades in the context of Electric Rule 15?

A 28 Yes. While I am not offering a legal opinion, I understand that in Decision (D.) 11-07-029 regarding PG&E's Electric Rule 15 the Commission explained that "[a]ccording to Rule 15, an upgrade to equipment serving multiple customers is generally considered a utility expense and the

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[39] Cal Advocates Errata Testimony at 23, Table 3.

associated cost is borne by the general body of ratepayers."[40] The Commission went on to explain "[f]or example, according to PG&E, under Tariff Rule 15, the cost to replace a shared distribution transformer would be considered a total system asset and, as a result, be included in rate base (without any need for an assessment of an allowance under Tariff Rule 15)."[41]

2. Facility Type 4 Planning [Ashwini Mani]

Q 29 Cal Advocates asserts that "[m]any transmission-level customers will directly trigger major infrastructure upgrades, including Transmission Network Upgrades (Facility Type 4), which involve large upfront investments and recovery timelines of multiple decades."[42] Do all transmission-level load interconnections require Transmission Network Upgrades?

A 29 No. Each transmission-level load interconnection is unique. Some interconnections may require substantial Transmission Network Upgrades (i.e., Facility Type 4) while other interconnections may require no upgrades at all. At a high level, a determination of the need for network upgrades is based on available capacity, expected load growth in an area, and the age and type of existing equipment. These factors will likely vary for every facility.

Historically, PG&E has successfully interconnected several transmission-level customers without necessitating immediate, customer-specific transmission upgrades. These interconnections have benefited from PG&E's forward-looking capacity and reliability investments identified through the CAISO's TPP. It is only with the recent clustering of large data center applications in specific counties within PG&E's transmission footprint that the timing of certain Transmission Network Upgrades has been accelerated. These upgrades were already anticipated as part of long-term system planning due to projected area-wide load growth. The interconnection of these large load projects does not introduce

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40 D.11-07-029 at 52.

41 D.11-07-029 at 53.

42 Cal Advocates Errata Testimony at 8, lines 2-4.

new infrastructure needs but rather advances the timeline for upgrades that would have otherwise been addressed in future CAISO TPP cycles.

Furthermore, capacity projects proposed for the networked transmission system are designed to provide broad system benefits, supporting not only current interconnection requests but also future regional load growth. The cost of these Transmission Network Upgrades varies based on project scope, the maximum load to be served, and the extent of generation deliverability enhancements. These investments may also directly support California's decarbonization policy goals, including the state's commitment to achieving carbon neutrality by 2045 by helping to prepare for the anticipated growth in electric vehicles and enable future building electrification, both critical components of the clean energy transition.[43]

Q 30 Are Transmission Network Upgrades always designed for a single transmission-level customer?

A 30 No. Given the integrated nature of the transmission grid, these investments are often not solely attributable to individual customers but reflect a shared benefit across multiple stakeholders. When scoping Transmission Network Upgrades, PG&E designs the upgrades with the ability for future expansion. This could include "brownfield" (i.e., existing facility) and "greenfield" (i.e., new facility) expansion. For example, PG&E may design a substation to include sufficient land to improve substation reliability that could benefit future expansion of additional generation or load customers, new transformers, or additional transmission lines to improve overall area load serving capability. Similarly, transmission line capacity projects are designed with enough margin that allows for additional long-term capacity. It would not be cost effective to design Transmission Network Upgrades to only serve a single customer. Doing so would require that each time there is a new customer, new generator, or substantial residential load (e.g., a large residential development), PG&E would need to design and build additional Transmission Network Upgrades. By planning ahead, PG&E is able to

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[43] **California Air Resources Board.** *California Releases World's First Plan to Achieve Net Zero Carbon Pollution,* (November 16, 2022), available at: <https://www.gov.ca.gov/2022/11/16/california-releases-worlds-first-plan-to-achieve-net-zero-carbon-pollution> (accessed August 11, 2025).

cost-effectively build the infrastructure needed to serve potential future customers.

Q 31 How is the initial scope of a Transmission Network Upgrade to serve transmission-level retail service customers determined?

A 31 The initial scope is determined based on active projects in a cluster study (if applicable), size of the load, and the impact of overloads on the system. PG&E conducts additional reassessment studies to evaluate the impacts of withdrawn or downsized projects to re-evaluate the need and scope for the projects identified in the initial scope. The CAISO is an integral part of the iterative review and concurrence process and provides guidance in evaluating the ultimate scope and address any overlapping need that maybe addressed through the CAISO's annual TPP.

Q 32 Please provide any additional detail regarding the CAISO's role in the process of planning for Transmission Network Upgrades to serve transmission-level retail service customers.

A 32 The CAISO understand PG&E's obligation to serve our retail customer load requirements. PG&E works collaboratively with the CAISO throughout the large load study process to develop interconnection and capacity solution which the CAISO will review and concurs with.

Q 33 What does PG&E do to mitigate stranded cost risks for Transmission Network Upgrades resulting from transmission-level customers withdrawing requests for service?

A 33 PG&E waits for the customer to execute all required contracts before PG&E proceeds with certain milestones such as equipment procurement and construction. PG&E also requests customers to update load forecasts annually for accurate planning assumptions.

3. Concerns Regarding the Cost of Network Transmission Upgrades [Ashwini Mani]

Q 34 Cal Advocates notes that as a result of the CAISO's 2024-2025 TPP, "ratepayers could begin to bear substantial costs of Transmission Network Upgrades intended primarily to serve transmission-level customers."[44] As an initial matter, please explain the CAISO TPP.

[44] Cal Advocates Errata Testimony at 19, lines 20-21.

A 34 The CAISO TPP is fundamentally driven by reliability needs identified through load forecasts developed by the CEC as part of its IEPR. These forecasts incorporate anticipated load growth, including emerging trends such as data center expansion, building and transportation electrification, and other transmission-level customer interconnections. While the TPP does not pre-determine outcomes based on stakeholder discussions, such as those related to Electric Rule 30 or specific customer types, it does respond to significant shifts in load forecasts. The most recent forecast reflects a marked acceleration in load growth, which has resulted in substantial reliability-driven transmission needs in this year's plan. Although there is an inherent lag in integrating rapid changes, the TPP process is designed to adapt and respond to evolving system demands, ensuring that transmission planning remains aligned with California's energy policy goals and system reliability requirements.

Q 35 Do you have any observations regarding Cal Advocates' argument that Transmission Network Upgrades are primarily being driven by transmission-level customers?

A 35 Yes. Cal Advocates argues that the 28 reliability-driven projects in the CAISO's 2024-2025 TPP are primarily caused by transmission-level customers.[45] However, this is not what the 2024-2025 TPP says. On page 9 of the 2024-2025 TPP, the CAISO explained that reliability projects were "driven by load growth and evolving grid conditions as the generation fleet transitions to increased renewable generation [and] represent 28 of the new projects, totaling $4.6 billion. The projects are required to reliably meet the increase in forecasted load related to electrification and electric vehicle transportation loads."

In other words, the Transmission Network Upgrades in the 2024-2025 TPP are driven by a number of factors including changes in generation toward renewable facilities and load growth from, for example, electrification of residential and commercial properties and electric vehicle transportation loads. The CAISO did not state that the reliability projects are primarily

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[45] Cal Advocates Errata Testimony at 19, n. 73.

driven by transmission-level customers. Rather, the CAISO stated on pages 6-7 of the 2024-2025 TPP that:

> While the resource planning needs have not increased materially from those reflected in last year's transmission plan, the increased rate of load growth reflected in the most recent load forecast associated with building and other electrification, data center growth, and transportation electrification results in significant reliability-driven needs in this year's transmission plan.

Q 36 Do you have any other comments regarding Cal Advocates Testimony?

A 36 Yes. Cal Advocates cites to 6 reliability driven projects (out of 28) that it claims are proposed, in part, to address data center loads.[46] But as Cal Advocates recognizes, these projects only have a total cost of between $1.1 to $1.8 billion.[47] This is approximately 25 percent of the $4.6 billion in reliability projects in the 2024-2025 TPP. Thus, far from demonstrating that data centers are driving network transmission costs, the CAISO's 2024-2025 TPP demonstrates that other factors are also contributing to these costs.

Q 37 Cal Advocates also expresses concerns that the Transmission Network Upgrade costs may be incurred even though data center load may not materialize.[48] Please address this concern.

A 37 As indicated above in Issue 1, Section D.2, the CAISO works collaboratively with PG&E and all of the other transmission owners to use the most up to date forecasts to ensure that Transmission Network Upgrades meet actual needs. As Cal Advocates' own testimony demonstrates, the CAISO will make adjustments to projects approved in prior TPPs to reflect the most up to date and current data.[49]

Q 38 Cal Advocates points to results from PG&E's 2024 Pilot Cluster Program to demonstrate that Transmission Network Upgrades are needed to serve data centers.[50] Please comment on this testimony.

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46 Cal Advocates Errata Testimony at 19, line 22 to 20, line 5.

47 Cal Advocates Errata Testimony at 20, 4-5. Cal Advocates subsequently includes additional costs but it is unclear how Cal Advocates arrives at its increased $2.4 billion number. See Cal Advocates Errata Testimony at 21, lines 17-19.

48 Cal Advocates Errata Testimony at 22, lines 1-11.

49 Cal Advocates Errata Testimony at 21, lines 3-15.

50 Cal Advocates Errata Testimony at 22, line 12 to 24, line 2.

A 38 While the PES Reports resulting from the 2024 Pilot Cluster Program indicate that a number of data centers will be served by Transmission Network Upgrades proposed by the CAISO, this does not demonstrate that data centers are the only reason for these upgrades. As the 2024-2025 TPP excerpts quoted above indicate, there are a number of reasons for load growth causing Transmission Network Upgrades. Data centers are one reason for load growth, but not the only reason.

Q 39 TURN cites to PG&E's workpapers (WP) and argues that Facility Type 4 upgrades could be $120 million for a single project.[51] Please address TURN's concern.

A 39 As PG&E made clear in its Supplemental Testimony, the cost assumptions reflected in WP 2 are only for illustrative purposes and do not represent actual projects.[52] WP 2 provides the calculation supporting the examples in PG&E's Supplemental Testimony and is illustrative as well. Thus, TURN's reliance on numbers from this WP are misplaced because the WP calculations and the associated testimony are illustrative, not actual costs. TURN's argument is also contrary to Cal Advocates Testimony which demonstrates that Network Transmission Upgrades often serve multiple transmission-level customers, in some cases up to 18 transmission-level customers, rather than a single customer.[53]

E. Existing Customer Impacts [Karen Khamou Ornelas]

1. Cal Advocates Testimony

Q 40 Cal Advocates argues that PG&E's claimed customer benefits are "speculative" and that bills may increase as a result of Electric Rule 30.[54] Cal Advocates indicated this related to Issues 1 and 3.k. Where in PG&E's Rebuttal Testimony are these issues addressed.

A 40 PG&E has addressed these issues in response to Issue 3.k.

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[51] TURN Revised Testimony at 14, lines 3-9.

[52] PG&E Supplemental Testimony at 30, lines 6-8.

[53] Cal Advocates Errata Testimony at 23, Table 3.

[54] Cal Advocates Errata Testimony at 7, line 3 to 12, line 10.

2. TURN's Testimony

Q 41 TURN states that based on "the experience of other utilities", data centers will have a "negative impact on affordability for ratepayers."[55] Please address this concern.

A 41 TURN's testimony was not specific as to the "other utilities" referred to. The only utility specifically identified by TURN is Silicon Valley Power (SVP). TURN's testimony related to SVP is addressed below. Moreover, as PG&E demonstrates in its Supplemental Testimony and in this Rebuttal Testimony, Electric Rule 30 can deliver rate and reliability benefits to existing electric customers.[56]

Q 42 TURN asserts that data centers have driven up rates for SVP.[57] Please address this concern.

A 42 PG&E is attaching to this Rebuttal Testimony, as Attachment G, a declaration from Nicholas Procos, SVP's Director rebutting TURN's assertions and explaining in detail the basis for recent rate changes at SVP. TURN also refers to "other utilities" where data centers have had a negative impact on affordability for existing ratepayers but, other than SVP, TURN does not provide any specific examples.[58]

F. Cal Advocates' Proposed Process and Tariff Changes [Karen Khamou Ornelas and Ben Moffat]

Q 43 Please describe the additional process and tariff changes proposed by Cal Advocates.

A 43 Cal Advocates proposes the following changes: (1) revising Electric Rule 30 to allow the customer or PG&E to refer an exceptional case to the Commission; (2) mandatory Tier 2 ALs for "exceptionally large load"; (3) removing language in Electric Rule 30 that provides PG&E with "sole discretion"; and (4) changing the definition of Special Facilities. Each of these proposals is addressed below.

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55 TURN Revised Testimony at 9, lines 6-7.

56 PG&E Supplemental Testimony at 30-37.

57 TURN Revised Testimony at 10, lines 10-12 and 13, lines 3-8.

58 TURN Revised Testimony at 9, lines 6-7.

1. Exceptional Case Filings

Q 44 Cal Advocates' first proposal is that Electric Rule 30.F.3 be revised to be consistent with language in Electric Rules 15 and 16 that allows PG&E or the customer to refer an exceptional case issue to the Commission.[59] Please comment on this proposal.

A 44 PG&E agrees with this proposal and has revised Electric Rule 30 consistent with Cal Advocates' recommendation.

2. Mandatory Tier 2 ALs

Q 45 Cal Advocates' second proposal is that PG&E should be required to submit a Tier 2 AL for any project above 200 megawatts (MW) in requested load or any project seeking to interconnect above 230 kV.[60]

A 45 Electric Rule 30 already includes a provision allowing PG&E to make a Tier 3 AL (i.e., exceptional case) filing for interconnections above 230 kV.[61] PG&E agrees to Cal Advocates' proposal to modify this provision to require a Tier 2 AL for all interconnections above 230 kV and has revised Electric Rule 30 consistent with this proposal.

As to interconnections that are below 230 kV but involve load above 200 MW, PG&E does not agree that it should be required to file a Tier 2 AL for such interconnections. Cal Advocates offers no reason for the arbitrary 200 MW limitation. Every interconnection is different, and it may be that a 250 MW interconnection costs less and involves less complexity than a 50 MW interconnection. Factors such as location, existing transmission capacity, and land usage limitations can all impact the cost of an interconnection. There is no reason to arbitrarily require that interconnections above 200 MW be filed using a Tier 2 AL and doing so will only likely slow development of larger projects.

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[59] Cal Advocates Errata Testimony at 62, line 7 to 63, line 2.

[60] Cal Advocates Errata Testimony at 63, line 3 to 64, line 6.

[61] Electric Rule 30 Section F.6.

Q 46 Cal Advocates refers to several other jurisdictions that require utilities to submit service agreement requests over 100 MW or that trigger “immense infrastructure upgrades.”[62] Please comment on these citations.

A 46 Cal Advocates cites to a decision issued by the Georgia Public Services Commission but, in that case, it does not appear that Georgia Power has a standard form contract for these customers.[63] Thus, Georgia Power is required to submit each contract to the Georgia Public Service Commission. Similarly, it appears that the Utah legislation referenced by Cal Advocates does not anticipate the development of a form agreement but instead requires each contract be filed separately at the Utah Commission.[64] Here, PG&E has submitted Electric Rule 30 and the associated form agreement in advance for Commission review and approval. As a result of PG&E’s transparent and proactive approach to have a form agreement approved, it is not necessary to file each separate contract as appears to be the case with Georgia Power and in Utah.

The Idaho tariff cited by Cal Advocates requires that customers “may optionally take service under a mutually agreed upon individual special contract . . . approved by the Idaho Public Utilities Commission without change or condition.”[65] This is effectively identical to the exceptional case filing provision in Electric Rule 30.F.3 which allows for filing contracts at the Commission when the contract varies from the form agreement and is “special.”

Finally, the Evergy tariff cited by Cal Advocates, Tariff Schedule MKT applies to “energy pricing,” not infrastructure, and thus does not appear to be applicable here.[66]

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62 Cal Advocates Errata Testimony at 63, line 13 to 64, line 4.

63 Cal Advocates Errata Testimony at 63, n. 220.

64 Cal Advocates Errata Testimony at 63, n. 221 (§ 54-26-302 requiring individual contracts to be submitted to the Utah commission).

65 Cal Advocates Errata Testimony at 63, n. 222 at 2.

66 Cal Advocates Errata Testimony at 63, n. 223.

Q 47 Cal Advocates also proposes that all pre-funding loan agreements be submitted to the Commission for review and approval via a Tier 2 AL process.[67] Please respond to this proposal.

A 47 The purpose of the pre-funding loan agreement is to accelerate work needed by a transmission-level customer. Requiring PG&E to file a Tier 2 AL, which could be protested or changed into a Tier 3 designation, would only introduce delay and uncertainty. Moreover, there is no reason that the Commission needs to review pre-funding loan agreements as existing customers will not pay any costs related to the loan agreement. While the Facility Type 4 costs will be included in rate base, this would occur with or without the pre-funding loan. Given that a pre-funding loan has no impact on existing customers, there are no reasons to require additional regulatory filings, create additional uncertainty, or impose additional hurdles to development.

3. PG&E Discretion

Q 48 Cal Advocates' third proposal is to remove language in Electric Rule 30 that provides PG&E with "sole discretion."[68] Please address this proposal.

A 48 PG&E agrees with this proposal and has removed language referring to sole discretion in Electric Rule 30 in response to the Interim Implementation Decision.[69]

Q 49 Cal Advocates also proposes removing language that gives PG&E discretion to accept a Contribution or Applicant Build proposal if the Contribution or Applicant Build is the least-cost option.[70] Please comment on this proposal.

A 49 PG&E agrees to remove the "sole discretion" option, but the decision whether to accept a Contribution or Applicant Build proposal should not be limited to cost. For example, a transmission-level customer may propose contributing equipment that no longer meets industry standards or hiring a

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[67] Cal Advocates Errata Testimony at 66, line 16 to 67, line 10.

[68] Cal Advocates Errata Testimony at 64, line 11 to 65, line 9.

[69] D.25-07-039, Finding of Fact (FOF) 37.

[70] Cal Advocates Errata Testimony at 66, lines 3-15.

contractor for Applicant Build who operates an unsafe worksite or performs substandard work. Since the Contributions and Applicant Build will ultimately be part of the electrical system, cost should not be the only factor considered if the Contribution or Applicant Build could, for example, adversely impact safety and reliability. Thus, PG&E agrees with removing the phrase “sole discretion” but the decision to accept a Contribution or Applicant Build should not be solely limited to cost. PG&E has proposed revisions to Electric Rule 30 to address this issue.

4. Special Facilities

Q 50 Cal Advocates’ fourth proposal concerns revisions to the definition of Special Facilities citing Electric Rule 2.[71] Please comment on this proposal.

A 50 The definitions of “Special Facilities” in Electric Rule 2.I.2 and proposed Electric Rule 30.are very similar:

- **Electric Rule 2.I.2 Definition:** Special facilities are (a) facilities requested by an applicant which are in addition to or in substitution for standard facilities which PG&E would normally provide for delivery of service at one point, through one meter, at one voltage class under its tariff schedules, or (b) a pro rata portion of the facilities requested by an applicant, allocated for the sole use of such applicant, which would not normally be allocated for such sole use.
- **Electric Rule 30.A.3 Definition:** Special Facilities include: (1) facilities requested by the Applicant beyond those required for standard service to bona-fide load, where bona-fide load is determined by PG&E using actual and historic load(s) for customer(s) of similar type and size; (2) facilities and/or portions of facilities constructed for the sole use of the Applicant at the Applicant’s request which would normally be constructed to allow for potential use by other customers; and/or (3) facilities required by project-specific circumstances, such as but not limited to space constraints, which results in additional costs.

Both specify that Special Facilities are: (1) facilities that are beyond standard facilities; or (2) facilities designed for a customer’s sole use. The

[71] Cal Advocates Errata Testimony at 65, line 10 to 66, line 2.

primary difference is that Electric Rule 30.A.3.a includes an additional definition of Special Facilities (i.e., “facilities required by project-specific circumstances, such as limited space constraints, which result in additional costs.”). This additional definition is important because PG&E has experienced transmission-level customer service requests in space-constrained areas (e.g., San Jose) that require PG&E to install equipment beyond standard equipment. For example, because of space constraints, PG&E may need to install gas-insulated switches rather than less expensive air-insulated switches (AIS) which require more space. Existing customers should not be required to pay for facilities that are above and beyond standard facilities simply because a transmission-level customer has selected a space constrained location for its facility.

Q 51 Cal Advocates argues that under Rule 2, redundant facilities, such as a second service interconnection, are specifically identified as Special Facilities.[72] Would a second interconnection be considered Special Facilities under Electric Rule 30?

A 51 Yes. To address Cal Advocates’ concerns, PG&E has added the following language to revised Electric Rule 30.A.3.a: “PG&E would normally provide for delivery of service at one point, through one meter, at one voltage class under its tariff schedules.”

G. PG&E’s Proposed Changes to Electric Rule 30 and Form Agreement [Ben Moffat]

Q 52 Did PG&E include a copy of proposed Electric Rule 30 and the associated form agreement with its Supplemental Testimony?

A 52 Yes. Electric Rule 30 was included as Attachment A and the form agreement was included as Attachment B.

Q 53 Did parties provide specific proposed changes to Electric Rule 30 and the associated form agreement in testimony?

A 53 Yes. Cal Advocates proposed changes to Electric Rule 30 in its Prepared Testimony, Appendices B-1 and B-4 and also included a table of proposed changes to the form agreement in Appendices B-5 and B-6. The red-lines and proposed table of changes were very helpful and PG&E appreciates

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[72] Cal Advocates Errata Testimony at 65, lines 12-13.

Cal Advocates including these materials in its testimony. However, some of the Electric Rule 30 language changes proposed by Cal Advocates are unnecessary and others simply appear to be wordsmithing. In addition, some of the proposed changes are not described in Cal Advocates' Testimony and thus it is unclear the reason for the change.

In addition, CalCCA included proposed red-line edits to Electric Rule 30 in its Prepared Testimony, Appendix A. These red-lines were very helpful as well and PG&E appreciates CalCCA providing these proposed revisions.

TURN's Prepared Testimony did not include any specific changes to Electric Rule 30 and the form agreement.

Q 54 Is PG&E proposing revisions to Electric Rule 30 and the associated form agreement in this Rebuttal Testimony?

A 54 Yes. The changes proposed by PG&E include two categories. First, PG&E agrees with some of the changes proposed by Cal Advocates and CalCCA and has reflected those agreed to changes in its revised Electric Rule 30 and associated form agreement. Second, in reviewing party's testimony as well as considering experience it has now had with Electric Rule 30 and the associated form agreement, PG&E is proposing additional changes.

Q 55 Is PG&E also providing a red-line and clean version of Electric Rule 30 and the associated form agreement reflecting the proposed changes described above?

A 55 Yes, PG&E is including the following with this Rebuttal Testimony:

- Attachment A: Electric Rule 30 Tariff (Clean);
- Attachment B: Electric Rule 30 Tariff (Redline);
- Attachment C: Proposed Changes to Electric Rule 30;
- Attachment D: Form Agreement (Clean);
- Attachment E: Form Agreement (Redline);
- Attachment F: Proposed Changes to Form Agreements;
- Attachment G: Declaration From Silicon Valley Power;
- Attachment H: CalCCA Response to Data Request Set #1-Q1;
- Attachment I: Revised PG&E-CCA NDA (Clean); and
- Attachment J: Revised PG&E-CCA NDA (Redline).

Issue 1.a: Is the current process for customers requesting electric service at transmission voltages efficient and adequate? [Karen Khamou Ornelas and Ben Moffat]

Q 56 Did any party address the adequacy of the current interconnection process for transmission-level customers?

A 56 Yes. Both Cal Advocates and TURN discussed the current process.

Q 57 What did Cal Advocates state regarding the current process?

A 57 Cal Advocates stated that "[u]nder the current process in Electric Rules 15 and 16 (Existing Rules), ratepayers are exposed to financial risk because transmission-level customers are interconnected through distribution agreements and non-standardized exceptional case agreements."[73] Thus, Cal Advocates appears to agree that a transmission retail tariff is needed given the deficiency in the current process.

Q 58 What did TURN recommend regarding the existing process?

A 58 TURN recommends continuing to use Tier 3 AL case-by-case exception process that PG&E has previously used under Electric Rules 15 and 16.[74]

Q 59 Please address TURN's proposal.

A 59 PG&E does not support TURN's proposal. In its Supplemental Testimony submitted on March 21, 2025, PG&E identified 40 active applications for transmission level service with demands of 4MW or greater since 2023.[75] Since then, PG&E has received additional applications (and some applications have been withdrawn). Continuing with the exceptional case filing approach, without an approved tariff for customers requesting transmission-level service, could result in inconsistent treatment and will require significant resources from PG&E, stakeholders, and the Commission. One of PG&E's primary goals with the proposed Rule 30 is to establish a transparent, consistent and streamlined process for potential transmission-level customers, PG&E, stakeholders and the Commission to ensure efficiency and incorporating measures to mitigate negative rate impacts. As the Commission explained in the Interim Implementation Decision:

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73 Cal Advocates Errata Testimony at 4, lines 16-18.

74 TURN Revised Testimony at 10, lines 8-10, and 28, lines 1-11.

75 PG&E Supplemental Testimony at 4, lines 4-6.

> If interim approval is not granted, PG&E would need to process these transmission-level service connection applications individually through the exceptional case (Tier 3 Advice Letter) process, which PG&E states has historically taken between 18-22 months to complete. We disagree with TURN's proposed modest delay in allowing PG&E to use the form agreements as the starting point for all negotiations, pending approval through a Tier 3 Advice Letter, an exceptional case filing. Regardless of the timing delay, relying on multiple Tier 3 Advice Letters as a process to approve Electric Rule 30 exceptional filings presents ratemaking, policy, and administrative challenges. Unique, one-off, exceptional case filings can lead to disparate treatment for transmission-level customers and pose cost allocation challenges.[76]

Issue 2 – Jurisdiction, Statutes, and Decisions: Does Electric Rule 30 align with existing laws, regulations, or other Commission decisions? [Karen Khamou Ornelas]

Q 60 Did any party address Issue 2?

A 60 Yes. Cal Advocates identified Section D.2 of its testimony as applying to Issues 1, 2, 3.d and 3.f. This portion of Cal Advocates' Testimony addresses issues related to PG&E's discretion under Electric Rule 30. The issue of PG&E's discretion is addressed in Issue 1, Section F.3 above.

Issue 2.a: How should the Commission determine what parts of PG&E's Rule 30 proposal are within the CPUC or FERC's jurisdiction? [Karen Khamou Ornelas]

Q 61 Did any party address Issue 2.a in testimony?

A 61 No.[77]

Q 62 Does PG&E have any additional testimony on this issue beyond what was provided in Supplemental Testimony?

A 62 No.

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76 D.25-07-039, at 27 (footnotes omitted).

77 See e.g., Cal Advocates Errata Testimony at 5, n. 12 (stating that Cal Advocates Testimony was not addressing issues 2.a and 2.b).

Issue 2.b: Is Section 783 applicable to Electric Rule 30? [Karen Khamou Ornelas]

Q 63 Did any party address Issue 2.b in testimony?

A 63 No.[78]

Q 64 Does PG&E have any additional testimony on this issue beyond what was provided in Supplemental Testimony?

A 64 No.

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78 See e.g., Cal Advocates Errata Testimony at 5, n. 12 (stating that Cal Advocates Testimony was not addressing issues 2.a and 2.b).

Issue 3 – Rates, Cost Causation, and Allocation: For each of the four electrical facility types to interconnect customers at the transmission level [Facility Type 1: Transmission Service Facilities, Facility Type 2: Transmission Interconnection Upgrades, Facility Type 3: Transmission Interconnection Network Upgrades, and Facility Type 4: Transmission Network Upgrades]

Issue 3.a: How should the Commission determine cost causation to ensure that beneficiaries pay for Facility Types 1-4? [Karen Khamou Ornelas]

Q 65 Did any party address Issue 3.a in testimony?

A 65 Cal Advocates indicates that Section III.B in its testimony addresses Issues 3.a, 3.g, and 3.k.[79] Because this section of Cal Advocates' Testimony discusses the BARC formula, PG&E addresses this testimony in Issue 3.g below.

Q 66 Does PG&E have any additional testimony on this issue beyond what was provided in Supplemental Testimony?

A 66 No.

Issue 3.b: Is there a jurisdictional split between FERC and CPUC costs for these transmission-level load interconnections for Facility Types 1-4? If so, what is the split? [Karen Khamou Ornelas]

Q 67 Did any party address Issue 3.b in testimony?

A 67 No.

Q 68 Does PG&E have any additional testimony on this issue beyond what was provided in Supplemental Testimony?

A 68 No.

Issue 3.c: How should PG&E account for and recover costs accrued under CPUC jurisdictional rates and those under FERC jurisdictional rates? [Sharon Pierson]

Q 69 Did any party address Issue 3.c in testimony?

A 69 Cal Advocates indicates that Section III.B.2 in its testimony addresses Issues 3.c and 3.g.[80] Because this section of Cal Advocates' Testimony discusses the BARC formula, PG&E addresses this testimony in Issue 3.g below.

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79 Cal Advocates Errata Testimony at 26, lines 1-5.

80 Cal Advocates Errata Testimony at 30, lines 1-3.

Q 70 Does PG&E have any additional testimony on this issue beyond what was provided in Supplemental Testimony?

A 70 No.

Issue 3.d: How should the Commission allocate the cost of new transmission-level infrastructure between existing ratepayers and the transmission-level applicant to ensure the allocation of costs is commensurate with the benefits of the facilities for ratepayers and the applicant? [Karen Khamou Ornelas]

Q 71 Did any party address Issue 3.d in testimony?

A 71 Cal Advocates indicates that Section III.C in its testimony addresses Issues 3.d and 3.k.[81] Because this section of Cal Advocates' Testimony discusses proposed mechanisms to protect existing ratepayers, PG&E addresses this testimony in Issue 3.k below.

Q 72 Does PG&E have any additional testimony on this issue beyond what was provided in Supplemental Testimony?

A 72 No.

Issue 3.e: How will the load from new transmission-level customers affect electric service and reliability, electric utility revenue requirement, and electric rates for existing customers? [Ashwini Mani]

In this section, PG&E addresses the following issues raised by parties regarding Issue 3.e: (1) electric service and reliability; and (2) generation needs for transmission-level customers. This section also addresses TURN's proposals regarding demand response and battery storage.

A. Transmission-Level Customer Impacts on Electric Service and Reliability

Q 73 In PG&E's Supplemental Testimony, it discussed the reliability benefits associated with new substations and switching stations that may be required to interconnect transmission-level customers.[82] Did any party address this testimony?

A 73 Not directly. However, Cal Advocates did raise issues concerning the potential reliability impacts of transmission-level customers.

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[81] Cal Advocates Errata Testimony at 47, lines 16-19.

[82] PG&E Supplemental Testimony at 35, line 6 to 36, line 26.

Q 74 Please describe Cal Advocates' testimony on the issue of reliability.

A 74 Cal Advocates maintains that transmission-level customers, especially data centers, can create "voltage and frequency disturbances that compromise power quality across the system" citing an incident which occurred in Virginia.[83]

Q 75 Please address Cal Advocates' concerns.

A 75 PG&E agrees with Cal Advocates that the operational characteristics of data center loads are distinct from traditional distribution and transmission-connected loads. These differences—such as rapid demand fluctuations, high ramp rates, voltage and frequency sensitivity, and harmonics—are being actively studied by industry bodies including NERC, WECC, and others like ESIG. PG&E, like other transmission owners, transmission providers, and regional transmission operators, understands that these characteristics can challenge traditional planning assumptions and increase the likelihood of voltage instability or frequency excursions. PG&E is incorporating emerging guidance into its modeling and study requirements to ensure appropriate mitigation measures are embedded in data center designs to address voltage and frequency disturbances that compromise power quality and reliability across the system.

Q 76 Cal Advocates also mentions an ongoing study being performed by the Large Load Task Force (LLTF) initiated by NERC and recommends that "PG&E submit the final LLTF whitepaper by AL if it is issued after a final decision. This would allow parties to provide a response or protest to the AL that identifies the impact that the LLTF whitepaper presents for Proposed Rule 30 and provide potential modifications."[84] Please comment on this proposal.

A 76 This proposal should not be adopted for several reasons. First, it is unclear why PG&E should be required to submit the final LLTF white paper as compared to Cal Advocates presenting the white paper to the Commission if Cal Advocates believes it is appropriate. Given the substantial amount of work that will be required to implement Electric Rule 30, and the fact that

83 Cal Advocates Errata Testimony at 24, line 19 to 25, line 5.

84 Cal Advocates Errata Testimony at 25, lines 6-18.

this is Cal Advocates' proposal, it is unclear why Cal Advocates cannot submit the final LLTF whitepaper itself.

Second, it is not clear that the LLTF whitepaper should be singled out. Operational issues created by data centers are being considered in various venues and requiring the submission of a single report does not seem appropriate given there may be multiple reports addressing similar operational issues.

Q 77 TURN also raises issues regarding data centers being large customers, representing significant aggregated load, and being geographically concentrated.[85] Have these issues already been addressed in PG&E's Rebuttal Testimony?

A 77 Yes. Cal Advocates raised similar issues but identified its testimony as addressing Issue 1. Thus, PG&E responded to both TURN's and Cal Advocates' Testimony in its Rebuttal Testimony concerning Issue 1, Sections A-B.

B. Transmission-Level Customer Impacts on Generation Needs, Demand Response, and Energy Storage

Q 78 TURN asserts that data centers may increase energy and capacity costs.[86] Is this issue within scope in this proceeding?

A 78 No. The Scoping Memo expressly states that capacity prices and incremental generation costs are outside of the scope of this proceeding.[87]

Q 79 TURN also asserts that data centers could increase the risk of blackouts.[88] Please comment on this testimony.

A 79 Similar to capacity prices, generation resource planning issues are outside the scope of this proceeding. It is notable, however, that the August 14-15, 2020, CAISO rolling blackouts referenced by TURN were caused by extreme heat produced by climate change, not data center electric usage.[89]

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[85] TURN Revised Testimony at 5, line 15 to 10, line 4.

[86] TURN Revised Testimony at 15, lines 6-20.

[87] Scoping Memo at 5.

[88] TURN Revised Testimony at 16, lines 1-7.

[89] See Summary of Final Report on CPUC website dated January 13, 2021 available at: <https://www.cpuc.ca.gov/news-and-updates/all-news/caiso-cpuc-cec-issue-final-report-on-causes-of-august-2020-rotating-outages> (accessed Aug. 12, 2025).

Q 80 TURN cites to Entergy plans to build natural gas-fired plants to serve data center demand and a Duke study regarding the potential use of demand response programs to "shav[e]" data center peak load.[90] TURN argues that: (1) PG&E should use demand response programs for transmission-level customers;[91] (2) transmission-level customers should be "required to enroll in a mandatory demand response program";[92] and (3) transmission-level customers should be required to install battery storage.[93] Are these issues outside the scope of this proceeding?

A 80 Yes. As the Scoping Memo explained, "while relevant to energy planning in general, these broader policy issues must be considered in other, more appropriate forums."[94]

Issue 3.f: Are the proposed refund provisions of customer Advances, Actual Cost Payments, and reimbursement for Contributions and costs associated with Applicant Build Facilities over a 10-year period reasonable? If so, why? If not, what alternative should the Commission consider? [Ben Moffat]

In this section, PG&E addresses the following issues raised by parties regarding Issue 3.f: (1) collection of the Monthly Ownership Charge for unrefunded amounts; (2) use of transmission-level customer actual electric usage and revenues in the refund process; and (3) interest on refunds.

A. Monthly Ownership Charge

Q 81 Please describe the Monthly Ownership Charge included in Electric Rule 30.

A 81 During the Refund Period, if a customer has not yet received its full refund, the customer is required to pay a Monthly Ownership Charge based on the unrefunded amount. The Monthly Ownership Charge is intended to recover the cost of operating and maintaining portions of the Transmission Facilities that are not yet fully utilized by the transmission-level customer.[95]

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90 TURN Revised Testimony at 16, line 7 to 17, line 5.

91 TURN Revised Testimony at 17, lines 6-14 and at 30, lines 1-17.

92 TURN Revised Testimony at 30, lines 15-17.

93 TURN Revised Testimony at 30, lines 18-23.

94 Scoping Memo at 5.

95 PG&E Supplemental Testimony at 19, lines 9-14; Electric Rule 30.D.6.

Q 82 Is PG&E's proposed Monthly Ownership Charge consistent with Electric Rule 15?

A 82 Yes. Electric Rule 15.E.4 provides for a Monthly Ownership Charge. However, in preparing this Rebuttal Testimony, PG&E determined that proposed Electric Rule 30 was not fully aligned with Electric Rule 15. Thus, PG&E has revised Electric Rule 30.D.6 to more closely align with Electric Rule 15. In particular, the Monthly Ownership Charge is accumulated and deducted from Refund amounts when they are paid. Thus, if in a given year a customer has an outstanding refundable amount, but it does not receive any Refunds in that year, the customer will not be charged a Monthly Ownership Charge. Instead, the Monthly Ownership Charges will be accrued and will be applied to the outstanding Refund amount and thus reduce future potential Refunds.

Q 83 Does Cal Advocates support Monthly Cost of Ownership Charges?

A 83 Yes, based on my review of Cal Advocates Testimony, it does support such charges.[96]

Q 84 Cal Advocates notes that Electric Rule 30 provides that the Monthly Ownership Charge can either be invoiced or deducted from the outstanding refund balance. Cal Advocates maintains that the Monthly Ownership Charge should be deducted from the outstanding refund amount unless the charges cannot be applied to the refund amount and proposes changes to Electric Rule 30 consistent with this position.[97] Please address Cal Advocates' proposal.

A 84 PG&E agrees with Cal Advocates' proposal to deduct the Monthly Ownership Charges from the outstanding refund balance. This is consistent with Electric Rule 15 Section E.4 which states "Monthly Cost of Ownership costs are in addition to the refundable amount and will normally be accumulated and deducted from refunds due to Applicant." The Monthly Cost of Ownership is collected only in years in which refunds are issued to a customer. Otherwise, the Monthly Cost of Ownership continues to accrue

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96 Cal Advocates Errata Testimony at 42, lines 7-16.

97 Cal Advocates Errata Testimony at 43, lines 1-18.

until the next BARC review determines there is an additional refund amount. PG&E has revised Electric Rule 30 to reflect this clarification.

B. Transmission-Level Customer Actual Usage and Revenues

Q 85 Cal Advocates asserts that PG&E should be required to utilize actual usage charges and rates in effect for the most recent year when performing refund calculations using the BARC process.[98]

A 85 PG&E concurs that refunds issued through the BARC process should be based on actual meter usage and charges to the customer. This is explained in PG&E's Supplemental Testimony.[99]

C. Interest on Refunds

Q 86 Cal Advocates argues that it is not a common practice to include interest in "load interconnection processes."[100] Please address this statement.

A 86 While Cal Advocates is correct that PG&E does not provide interest under Electric Rule 15, Cal Advocates ignores transmission network upgrade costs that are initially paid by generators in the interconnection process and that do receive interest when these amounts are refunded. Specifically, the CAISO requires the FERC-approved interest rate to be applied to refunds for electric generation customers on advances for transmission network upgrades.[101]

Q 87 Is it reasonable to pay interest on Advances and Actual Cost Payments provided by transmission-level customers?

A 87 Yes. As with refunds to electric generation customers, electric transmission-level retail customers under Electric Rule 30 are providing substantial advances and it is reasonable to treat these similarly situated customers the same. When transmission-level customers entirely pre-fund utility infrastructure (i.e., Facility Types 1-3) through Advances and Actual

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98 Cal Advocates Errata Testimony at 44, line 1 to at 45, line 6.

99 PG&E Supplemental Testimony at 48, lines 6-25.

100 Cal Advocates Errata Testimony at 45, line 7 to at 47, line 15.

101 CAISO Tariff Appendix U, section 3.4, available at: <https://www.caiso.com/documents/appendix-u-large-generator-interconnection-procedures-as-of-aug-3-2024.pdf> (accessed Aug. 12, 2025).

Cost Payments, they are, in effect, providing a loan to the utility and it is reasonable to compensate these customers for the time value of the money.[102] In addition, Electric Rule 30 includes prudent and reasonable protections to limit the accrual of interest on customer advances by capping the interest accrual period[103] as well as applying the Federal Reserve published 90 day commercial paper rate[104] which is significantly less than the FERC-approved interest rate.[105]

Q 88 Cal Advocates argues that if the Commission approves the payment of interest under Electric Rule 30, these interest payments should not be included in PG&E's rate base.[106] Please comment on this proposal.

A 88 PG&E supports the treatment of the interest expense as an expense item as long as the cost is recovered from customers.

Issue 3.g: Is PG&E's BARC a reasonable methodology to determine when applicants are eligible for refunds? [Ben Moffat and Sienna Rogers]

In this section, PG&E demonstrates: (1) the BARC process is appropriate to use in Electric Rule 30; (2) PG&E's proposed BARC formula is just and reasonable; and (3) Cal Advocates' proposed Revenue Cap produces unjust and unreasonable results.

A. The BARC Process Is Appropriate To Use In Electric Rule 30

Q 89 Cal Advocates argues that transmission-level customers require infrastructure investments that are substantially higher than distribution-level

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102 Customer providing pre-funding loans for Facility Type 4 are not eligible for interest on the pre-funding loan because the acceleration construction work funded by the pre-funding loan is solely at the request of and for the benefit of the customer. Accelerating work at a customer's request is not part of PG&E's obligation to serve and thus PG&E is not proposing to pay interest on the pre-funding loans.

103 See Electric Rule 30.G, Definition of "Interest Period" (limiting the period when interest is accrued from the date funds are received to the earlier of the actual energization date or the estimated in-service date in the PES Report).

104 Commercial paper (prime, three months), published in the Federal Reserve Statistical Release, H.15, available at: <https://www.federalreserve.gov/releases/h15/> (accessed Aug. 12, 2025).

105 FERC, Interest Calculation: Rates and Methodology, available at: <https://www.ferc.gov/interest-calculation-rates-and-methodology> (accessed Aug. 12, 2025).

106 Cal Advocates Errata Testimony at 47, lines 5-15.

customers infrastructure investments under Electric Rules 15/16. As a result, Cal Advocates asserts the BARC process may be unfair and result in a cost shift.[107] Please address this concern.

A 89 PG&E agrees with Cal Advocates that, generally speaking, the total interconnection costs associated with transmission-level customers are likely to be higher than distribution-level interconnections. However, there can be many instances where this generalization is not accurate. For example, there are instances in which interconnecting a distribution-level customer requires substantial distribution system upgrades such that the total cost of the distribution-level interconnection is higher than the interconnection of a transmission-level customer.

In addition, the costs of interconnecting transmission-level customers can vary substantially. For example, Cal Advocates Testimony includes PG&E's response to Data Request Set #2, Question 5.[108] PG&E's response provides information concerning the Facility Type 1-4 costs for six (6) projects. Two of these projects required <u>no</u> Transmission Interconnection Network Upgrades and <u>no</u> Transmission Network Upgrades. Thus, costs among transmission-level projects can vary substantially and there may well be cases where distribution-level projects are more expensive than a transmission-level project.

As Cal Advocates acknowledges, PG&E has proposed revisions to the BARC formula recognizing the difference between transmission-level and distribution-level rates.[109]

Q 90 Does Cal Advocates oppose the use of the BARC process generally in Electric Rule 30?

A 90 Based on my reading of its testimony, Cal Advocates appears to recognize that refunding Facility Type 1-3 costs paid upfront by a transmission-level customer based on the revenues generated by that customer is appropriate. Cal Advocates' concerns appear to be focused not on the refunding itself, but rather on how the BARC refund is calculated and the period of time over

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[107] Cal Advocates Errata Testimony at 26, line 16 to 27, line 13.

[108] Cal Advocates Errata Testimony, Appendix C-8 at C-0626 to C-0627 (PG&E's response to Cal Advocates Data Request Set #2, Question 5).

[109] PG&E Supplemental Testimony at 48, lines 9-22.

which it is returned.[110] Cal Advocates appears to be arguing that the BARC formula should be modified, not removed from Electric Rule 30 altogether.[111]

Q 91 Is the BARC refund method appropriate for transmission level customers?[112]

A 91 While transmission-level customers do have larger loads and different financial profiles, the BARC formula is not inherently tied to customer size. It is a scalable formula that calculates refunds based on net revenue contributions and PG&E has modified it appropriately for Rule 30 to calculate net transmission revenues.

B. PG&E's Proposed BARC Formula Is Just and Reasonable

Q 92 Please describe PG&E's proposed BARC formula.

A 92 PG&E's BARC formula includes three key inputs:

1) Net Revenue which is the total annual revenue received from the transmission-level customer based on unbundled rate components;
2) A Cost of Service Factor which is currently used for Electric Rule 15 refunds and specified in Commission-approved Electric Rule 2; and
3) A calculation of the ITCC which has been paid by the customer and is refundable.[113]

This is the same formula used for Electric Rules 15 and 16, except that transmission-level rate components are used to determine Net Revenue and the Cost of Service Factor is the Commission-approved transmission factor.

Q 93 Please describe why PG&E's proposed BARC formula is just and reasonable.

A 93 Based on my review of the testimony, no party in this proceeding appears to dispute that transmission-level customers should be paid back upfront payments they make for infrastructure interconnection costs (i.e., Facility Types 1-3). Instead, parties' concerns appear to be how and when

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[110] Cal Advocates Errata Testimony at 28, lines 5-12; 30, lines 4-7.

[111] Cal Advocates Errata Testimony at 29, lines 10-14.

[112] Cal Advocates Errata Testimony at 26, line 16 to 28, line 4.

[113] PG&E Supplemental Testimony at 47, line 8 to 48, line 22.

customers are paid back. PG&E's proposed BARC formula is just and reasonable for a number of reasons. First, PG&E's proposal is consistent with the Commission-approved approach for Electric Rules 15 and 16. Even though the amounts may vary, there is no reason to treat transmission-level customers differently with regard to the refund methodology. Distribution customers, some of which can be very large, should not be treated more favorably and be able to receive refunds more quickly as compared to transmission-level customers.

Second, under Electric Rule 30, transmission-level customers will likely have paid, upfront, millions of dollars in Facility Type 1-3 costs <u>before</u> receiving service. In many cases, this upfront funding will be provided years in advance of when the electric facilities are even energized. Once energized, these customers will be paying hundreds of thousands of dollars, or more, in monthly charges. Given this substantial upfront payment outlay and the substantial revenues potentially generated by transmission-level customers, it is entirely appropriate to refund these customers their upfront payments over a shorter period of time rather than the 7-10 year repayment timeline proposed by Cal Advocates.[114]

Third, although transmission-level customers may receive refunds in advance of revenues, the difference between revenues and refunds will likely only be several years.[115] Given the substantial investment being made by transmission-level customers in facilities, it is unlikely that after a year or two of service they will completely shut down or move their facilities or significantly decrease usage.

Finally, as explained in more detail below, PG&E is proposing to address the risk of decreasing usage or service termination through a minimum demand charge and minimum contract term with early termination fees. These proposals are described in more detail below in Issue 3.k and they further mitigate any concern that the BARC formula provides premature payments.

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[114] Cal Advocates Errata Testimony at 35, Table 4.

[115] PG&E Supplemental Testimony at 50, Table 6.

Q 94 Cal Advocates asserts that payments under PG&E's BARC formula are "accelerated"[116] and allow customers to receive Refunds "before they pay a fair share of PG&E's annual revenue requirement through electric transmission rates (i.e., transmission revenue.)."[117] Please address these concerns.

A 94 In addition to the testimony provided above regarding the justness and reasonableness of PG&E's proposed BARC formula, I have two additional observations regarding Cal Advocates' concerns. First, from a transmission-level customer perspective, refunds are not accelerated at all. Many customers will have provided an Advance when the interconnection agreement is executed, which can be several years or more before energization. These customers will also be making Actual Costs Payments (i.e., progress payments) throughout the design and construction process. If construction of new facilities requires even 2-3 years from the date the interconnection agreement is signed, which is not unusual, and the customer receives back refunds over a three year period starting with energization,[118] this means the customer will have been waiting almost 6 years (or more) from the date it provided an Advance to receive its full refund.

Second, in the same scenario, Cal Advocates' proposed approach would result in the transmission-level customer not being fully refunded for 10-11 years (2-3 years for construction and energization from the date of the Advance and 8 years for a refund).[119] In other words, Cal Advocates is proposing that a transmission-level customer wait up to a decade, and potentially longer, to receive back the money that it provided upfront for the interconnection of its facility. From my perspective, this extended duration is not just or reasonable for the transmission-level customer.

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116 Cal Advocates Errata Testimony at 30, lines 4-5.

117 Cal Advocates Errata Testimony at 38, lines 3-4.

118 Cal Advocates Errata Testimony at 35, Table 4 (providing a three-year pay back period under PG&E's proposed BARC formula).

119 Cal Advocates Errata Testimony at 35, Table 4 (providing a three-year pay back period under PG&E's proposed BARC formula).

Q 95 Cal Advocates argues that because PG&E's BARC process refunds to transmission-level customers the costs they paid upfront over a shorter period of time that PG&E "prioritizes the interests of new large-loads over average ratepayers."[120] Please address this assertion.

A 95 Cal Advocates' assertion is mistaken. In developing Electric Rule 30, PG&E tried to balance the interests of existing customers and new transmission-level customers. As PG&E explained in its Supplemental Testimony, Electric Rule 30 includes extensive protections and benefits for existing customers.[121] Many of the benefits described by PG&E are undisputed. Moreover, as explained above, it is entirely reasonable to provide refunds to transmission-level customers in a timely manner given the substantial upfront payments they may have provided, in many cases years before they ever receive electric service.

Finally, PG&E's proposal is modeled on the use of the BARC formula in Electric Rules 15-16. Cal Advocates does not argue that Electric Rules 15-16 prioritize a new distribution customer over existing distribution customers. Given that some distribution customers can be quite large, it is not equitable to pay transmission-level customers over a longer period of time while a distribution customer can receive a refund more quickly.

Q 96 Cal Advocates asserts that existing customers are hurt under PG&E's BARC proposal because a more expedited refund period results in: (1) higher rates in the short-term; and (2) lack of access to funds for PG&E that "would otherwise be available to offset PG&E's ongoing capital investment needs . . ..."[122] Please address this concern.

A 96 Customer Advances and Actual Cost Payments are reductions to rate base, providing existing customers with lower rates when transmission-level customers initially come online. As the transmission-level customers receive refunds through the BARC process, existing customer rates are raised minimally as the interconnection costs are included into rate base to socialize the costs among other existing customers, but again, this is a

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120 Cal Advocates Errata Testimony at 31, lines 6-7.

121 PG&E Supplemental Testimony at 25, line 23 to p. 27, line 13.

122 Cal Advocates Errata Testimony at 30, line 4 to 31, line 7.

minimally higher rate in the short-term and offset by revenues from the transmission-level customers. See Table 3 below for a demonstration of this with the contribution of margin for illustrative example Customer A.

Regarding access to funds, PG&E utilizes a number of different mechanisms to raise capital to meet its customers' needs and to continue to invest in a reliable and safe electric system. Advances and Actual Cost Payments are not the sole or primary means of raising capital needed to serve customers. Furthermore, concern regarding PG&E's access to funds should not result in differential treatment for transmission-level retail customers and PG&E has proposed several options to increase access to capital that Cal Advocates has opposed.

TABLE 3
CONTRIBUTION TO MARGIN – CUSTOMER A

Line No.	Item	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
1	Customer A Incremental Load (MW)	–	19	25	56	63	75	75	75	75	75	75	75	75	75	75	75
2	Customer A Incremental Sales (GWh)	–	141	186	417	469	558	558	558	558	558	558	558	558	558	558	558
3	Customer A Estimated Revenue (Millions of Dollars)[a]	–	$10	$14	$30	$34	$41	$41	$41	$41	$41	$41	$41	$41	$41	$41	$41
4	Customer A Incremental Large Load Revenue Requirement (Millions of Dollars)[b]	$(5)	$11	$11	$13	$12	$12	$11	$11	$11	$10	$10	$10	$9	$9	$9	$8
5	Net Margin (Millions of Dollars)	$5	$(1)	$2	$17	$22	$29	$30	$30	$30	$31	$31	$31	$32	$32	$32	$32
6	Annual Bill Savings with Customer A for existing customers[c]	$0.58	$(0.07)	$0.28	$2.05	$2.67	$3.50	$3.54	$3.58	$3.61	$3.66	$3.70	$3.74	$3.79	$3.82	$3.86	$3.90

(a) Calculations are illustrative given the total revenues are based on average simplified kWh rate but in reality would be calculated based on tariffed rate components.
(b) See PG&E's Supplemental Testimony at 48 for BARC formula used to calculate refunds included in revenue requirement. Interest expense included.
(c) Savings for average Non CARE residential electric customer.

	Total 15-year Bill Savings With Customer A
Customer Bill Savings With All Facility Types	$46.22

Q 97 Cal Advocates asserts that current cost estimates for Facility Types 1-4 for a single transmission-level customer range between $65 million and $170 million.[123] Is this correct?

A 97 No. To support this statement, Cal Advocates cites PG&E's response to Data Request Set #2, Question 5. That data response provides estimated costs for six projects. These costs range between $20 million (Project 4) and $170 million (Project 1).[124] Thus, the low end of the range is almost three times lower than stated by Cal Advocates. Moreover, as explained previously, each transmission-level interconnection is unique and while some projects may be in excess of $100 million, others may be substantially less.

Q 98 Cal Advocates argues that "the BARC process does not address the risk of early customer departure"[125] and that a data center could "reduce consumption below the forecasted amount in subsequent years [after refunds are paid] to avoid high demand charges or other energy rates."[126] Please address this concern.

A 98 PG&E appreciates the issues raised by Cal Advocates and TURN in testimony regarding early departure or load decreases by a transmission-level customer after the customer receives a full refund of its Facility Type 1-3 upfront payments. While PG&E believes that most transmission-level customers who have spent hundreds of millions or billions of dollars on their facilities (*e.g.*, a data center) will not simply shut down the facility after three years, as Cal Advocates posits,[127] PG&E does believe the risk of decreased usage is something that should be addressed in Electric Rule 30. However, the place to address this issue is not in the BARC formula. Instead, similar to Cal Advocates, PG&E is proposing: (1) a minimum demand charge; and (2) a minimum contract term with early termination fee. These proposals, which more effectively and directly

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[123] Cal Advocates Errata Testimony at 30, n. 14.

[124] Cal Advocates Errata Testimony, Appendix C-8 at C-0626 to C-0627.

[125] Cal Advocates Errata Testimony at 31, line 15.

[126] Cal Advocates Errata Testimony at 33, lines 5-9.

[127] Cal Advocates Errata Testimony at 32, lines 3-9.

address the risk of decrease usage or termination of service, are discussed below in Issue 3.k.

Q 99 TURN argues that under one of the BARC formula examples in PG&E's Supplemental Testimony, the transmission-level customer only produces $32.5 million in revenue, but gets a refund of $33.6 million.[128] Please address this concern.

A 99 In the example TURN cites, after the fourth year the transmission-level customer produces $4.2 million in revenues per year.[129] Although the Refund Period ends at year 10, the customer will continue to produce revenues after year 10. In Year 11, for example, the customer will produce an additional $4.2 million in revenue for total revenues of $36.6 million for Years 1-11. Thus, in Year 11, existing customers are better off because net revenues exceed the refund amount. Moreover, to the extent the customer continues producing revenues in Year 12 and beyond, the benefits to existing customers will continue to increase annually.

C. Cal Advocates' Proposed Revenue Cap is Unjust and Unreasonable

Q 100 Please describe Cal Advocates' Revenue Cap proposal.[130]

A 100 Cal Advocates' Revenue Cap proposal is an alternative to the BARC formula as a methodology for calculating refunds for Facility Types 1-3. PG&E's BARC formula is calculated using the following:

$$\text{BARC FORMULA} = \frac{\text{Net Revenue}}{\text{CoSF}} \times (1 + \text{ITCC})$$

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128 TURN Revised Testimony at 19, lines 4-12; *see also* TURN Revised Testimony at 28, lines 14-29, line 7.

129 PG&E Supplemental Testimony at 51, Table 7.

130 Cal Advocates proposal is also supported by TURN. *See* TURN Testimony at 29, lines 3-4.

Cal Advocates proposes modifying this formula by removing the Cost of Service Factor (CoSF) as follows[131]:

$$\text{BARC FORMULA} = \text{Net Revenue} \times (1 + \text{ITCC})$$

While this single change may not seem significant, as explained in more detail below when combined with the Monthly Ownership Charge, Cal Advocates' proposal is onerous and will unjustly and unreasonably cause detrimental impacts for transmission-level customers.

Q 101 What does the Cost of Service Factor represent in the BARC formula?

A 101 The CoSF expresses in percentage form how much annual revenue is required for each dollar of installed facilities and is inclusive of overheads, taxes, return, and depreciation. Multiplying the cost of installing the facilities by the CoSF will produce the cost needed to own and maintain the facility on an annual basis. By dividing the CoSF into the net revenue, the BARC formula converts dollars collected into dollars of plant cost covered. In other words, the product of this formula determines the value of facilities supported by the revenue.

Q 102 Please address Cal Advocates' proposal to remove the Cost of Service Factor from the BARC formula (i.e., the Revenue Cap proposal).

A 102 Cal Advocate's proposal is problematic for several reasons. First, utility transmission assets are long-lived with costs amortized over decades. The BARC formula recognizes this by dividing net revenue by the cost of service factor which estimates the total value supported by the future revenues from a customer. The Revenue Cap calculation fails to recognize the longevity of transmission assets and limits customer refunds to the immediate net revenue generated in the most recent year. Furthermore, the Revenue Cap calculation is limited to a 10-year refund period rather than a longer timeframe, such as 15 or 30 years. If the useful life of transmission assets spans multiple decades, and the Revenue Cap method is intended to refund customers based on the annual revenue they generate, it would be reasonable to presume that the refund period should align with the full

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[131] Cal Advocates Errata Testimony at 34, lines 1-12.

expected life of the asset or until the refundable balance reaches zero dollars.

Q 103 Are there other problems with Cal Advocates' Revenue Cap proposal?

A 103 Yes. A second problem is that limiting the refund period to 10-years may penalize a transmission-level customer who is waiting for the completion of a Facility Type 4 Transmission Network Upgrade so that its facility can reach full load. The BARC formula addresses this by offering refunds based on the incremental maximum revenue generated over a 10-year period. As long as the necessary capacity upgrades are completed within that timeframe, customers remain eligible to receive the full maximum refund under the BARC method. Under the Revenue Cap, customers may be unfairly penalized for delays in Transmission Network Upgrades that prevent the customer from reaching its required demand levels within any given year of the 10-year period.

Q 104 Are there any other problems associated with Cal Advocates' Revenue Cap proposal?

A 104 Yes. A third and very significant problem involves the impact of the Monthly Ownership Charge, which Cal Advocates appears not to consider in its proposal. The Revenue Cap calculation will unjustly and unreasonably impose costs on transmission-level customers with excessive Monthly Ownership Charges simply because Cal Advocates proposes to significantly slow the issuance of refunds. Cal Advocates' proposed Revenue Cap calculation removes the Cost of Service Factor from the refund calculation, yet it still requires customers to pay a Monthly Ownership Charge calculated on the unrefunded balance.[132] Since refunds are paid out more slowly with the Revenue Cap method, customers face an inflated Monthly Ownership Charge for an extended period.

To illustrate this, Tables 4 and 5 compare the cost of ownership and refunds issued for both the BARC formula and Revenue Cap approaches in two different scenarios. Both tables assume a $50 million refundable advance, but Table 4 assumes the customer meets its forecasted load ramp and Table 5 assumes the customer does not meet its forecasted load ramp.

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[132] Cal Advocates Errata Testimony at 34, lines 6-9.

In the case where the customer meets its projected load (Table 4), the BARC formula calculates $1,329,804 in Monthly Ownership Charges compared to $5,033,312 for the Revenue Cap calculation. The Revenue Cap calculation increases customer cost of ownership fees by approximately 379 percent. In Table 5, the BARC formula calculates $6,650,260 in Monthly Ownership Charges compared to $10,683,697 for the Revenue Cap calculation. Interestingly, the Revenue Cap calculation is 161 percent above the BARC formula for the customer that does not meet its projected load. The Revenue Cap calculation seems to penalize the customer that met its projected load more than the customer that did not meet its projected load. In either case, the significant increase in Monthly Ownership Charges is unwarranted.

TABLE 4
BARC FORMULA VERSUS REFUND CAP CALCULATION REFUNDS
$50 MILLION REFUNDABLE ADVANCE CUSTOMER MEETS FORECASTED LOAD

			BARC Formula		Revenue Cap Calculation	
Year	MW Load	Net Revenue – Annual	Cost of Ownership – Annual	Refund – Annual	Cost of Ownership – Annual	Refund – Annual
1	19	$2,713,293	–	$24,594,173	–	$3,364,483
2	25	3,512,805	$762,175	6,484,863	$1,399,066	2,956,812
3	56	7,643,616	567,629	18,920,964	1,310,361	8,167,723
4	63	8,576,380	–	–	1,065,329	9,569,382
5	75	10,175,404	–	–	778,248	11,839,253
6	75	10,175,404	–	–	423,070	12,194,431
7	75	10,175,404	–	–	57,237	1,907,916
8	75	10,175,404	–	–	–	–
9	75	10,175,404	–	–	–	–
10	75	10,175,404	–	–	–	–
	Totals	$83,498,519	$1,329,804	$50,000,000	$5,033,312	$50,000,000

TABLE 5
BARC FORMULA VERSUS REFUND CAP CALCULATION REFUNDS
$50 MILLION REFUNDABLE ADVANCE CUSTOMER DOES NOT MEET FORECASTED LOAD

			BARC Formula		Revenue Cap Calculation	
Year	MW Load	Net Revenue – Annual	Customer Financed Cost of Ownership – Annual	Refund – Annual	Customer Financed Cost of Ownership – Annual	Refund – Annual
1	5	$847,765	–	$7,684,417	–	$1,051,228
2	10	1,514,025	$1,269,467	4,769,731	$1,468,463	408,927
3	15	2,180,285	1,126,376	4,912,823	1,456,195	1,247,358
4	20	2,846,545	978,991	5,060,208	1,418,775	2,110,941
5	30	4,179,065	827,185	11,251,212	1,355,446	3,826,594
6	30	4,179,065	489,648	–	1,240,649	3,941,391
7	30	4,179,065	489,648	–	1,122,407	4,059,633
8	30	4,179,065	489,648	–	1,000,618	4,181,422
9	30	4,179,065	489,648	–	875,175	4,306,865
10	30	4,179,065	489,648	–	745,969	4,436,071
	Totals	$32,463,010	$6,650,260	$33,678,391	$10,683,697	$29,570,430

Table 6 below demonstrates additional problems with the Revenue Cap methodology when values are more extreme. In this example, the customer ramps up to only 30 MWs, below its target of 75 MWs, and has a higher interconnection cost of $150,000,000. Over the first 10 years of service, the customer will generate $32,463,006 of net revenue. If the customer was refunded under BARC, it would receive $21,127,510 in refunds during that 10-year period. However, under Cal Advocates' Revenue Cap calculation, the customer is refunded $5,666,936 over the 10-year period.

TABLE 6
BARC FORMULA VERSUS REFUND CAP CALCULATION
REFUNDS $150 MILLION REFUNDABLE ADVANCE CUSTOMER DOES NOT MEET FORECASTED LOAD

			BARC Formula		Revenue Cap	
Year	MW	Net Revenue	Ownership Fee	Refund	Ownership Fee	Revenue Cap Refund
1	5	$847,765	–	$7,684,417	–	$1,051,228
2	10	1,514,025	$4,269,467	1,769,731	$4,468,463	–
3	15	2,180,285	4,216,376	1,822,823	4,468,463	–
4	20	2,846,545	4,161,691	1,877,508	4,468,463	–
5	30	4,179,065	4,105,366	7,973,031	4,468,463	713,577
6	30	4,179,065	3,866,175	–	4,447,056	734,984
7	30	4,179,065	3,866,175	–	4,425,006	757,034
8	30	4,179,065	3,866,175	–	4,402,295	779,745
9	30	4,179,065	3,866,175	–	4,378,903	803,137
10	30	4,179,065	3,866,175	–	4,354,809	827,231
Totals		$32,463,006	$36,083,773	$21,127,510	$39,881,922	$5,666,936

The Monthly Ownership Charge is intended to recover the cost of operating and maintaining portions of the Transmission Facilities that are not fully utilized.[133] However, under Cal Advocates' Refund Cap proposal, even though the facilities are <u>fully</u> utilized and the customer meets its forecasted load ramp (Table 4 above), the transmission-level customer would continue to pay Monthly Ownership Charges. For example, in Table 4 of Cal Advocates Testimony, the facilities are fully utilized in Year 5,

[133] PG&E Supplemental Testimony at 19, lines 9-14; Electric Rule 30.D.6.

but the transmission-level customer will continue paying a Monthly Ownership Charge for three more years.

Q 105 Are there any additional problems with Cal Advocates' Revenue Cap proposal?

A 105 Yes. A fourth problem is that it is unclear how the Revenue Cap calculation intends to treat ITCC refunds. Table 4 in Cal Advocates Testimony shows refunds being issued within eight years utilizing the Revenue Cap method and three years utilizing the BARC method.[134] PG&E believes that the Revenue Cap Refund column does not take into account ITCC while Cal Advocates' work papers suggest ITCC will be included. If ITCC is considered for the Revenue Cap refunds, PG&E believes the total refund will be issued within seven years in lieu of eight years. Tables 4 and 5 above assume ITCC refunds will be incorporated into the Revenue Cap formula.

Q 106 Cal Advocates argues that the Refund Cap is superior to the BARC formula because it extends the refund payment period and thus protects against decreases in load or termination of service.[135] Please address this issue.

A 106 Cal Advocates' primary reason for proposing to extend the refund period appears to be a concern that transmission-level customers will significantly reduce usage or will terminate service altogether after receiving refunds. However, there are other ways to address this concern than revising the BARC formula and imposing unreasonable Monthly Ownership Charges on customers simply because the refund period has been extended. In Issue 3.k below, PG&E proposes two ways to address Cal Advocates' concern without adopting the unjust and unreasonable Revenue Cap approach.

Q 107 TURN argues that data center developers have access to cheap capital and supply chains and therefore could potentially build interconnection facilities for less than PG&E and states that "[r]egardless of who constructs the interconnection facility, the costs included in rate base should be the lower

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134 Cal Advocates Errata Testimony at 35, Table 4.

135 Cal Advocates Errata Testimony at 36, lines 1-7; 41, line 7 to 42, line 3.

of PG&E's projected construction cost, or the developers projected construction cost."[136] Please address this proposal.

A 107 This argument has several flaws. First, data center developers may not have consistent estimating methodologies. A developer's estimate may not capture all scope, the current costs of materials, or include contingency for likely scenarios. Essentially, just because an estimate is lower, does not mean it is accurate.

Second, rate base is based on the actual costs of facilities, not estimates.

Finally, PG&E is a regulated utility with obligations to maintain reliability, safety, and long-term infrastructure. If the rate base reflects a developer's lower cost estimate, PG&E may not recover its actual costs when it constructs the facilities.

Issue 3.h: What is the process and timeline for adding costs, including refunds for new facilities to the ratebase (for all impacted jurisdictions)? [Sharon Pierson]

Q 108 Did any party address Issue 3.h in testimony?

A 108 Cal Advocates' testimony concerning Issue 3.h discusses Cal Advocates Revenue Cap Refund Proposal.[137] Because this proposal is an alternative to the BARC formula, PG&E addresses Cal Advocates' testimony in Issue 3.g above.

Q 109 Does PG&E have any additional testimony on this issue beyond what was provided in Supplemental Testimony?

A 109 No.

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136 TURN Revised Testimony at 29, line 5 to 7.

137 Cal Advocates Errata Testimony at 33, lines 15-16.

Issue 3.i: Is it reasonable for PG&E to provide outstanding refunds to subsequent customers prior to or during the refund period based on the use of Transmission Interconnection Upgrades (Facility Type 2) and/or Transmission Interconnection Network Upgrades (Facility Type 3)? [Ben Moffat]

Q 110 Did any party address Issue 3.i in testimony?

A 110 No.

Q 111 Does PG&E have any additional testimony on this issue beyond what was provided in Supplemental Testimony?

A 111 No.

Issue 3.j: Is PG&E's proposal to enter into a pre-funding loan to build Transmission Network Upgrades reasonable? How will this impact ratemaking? [Ben Moffat and Sienna Rogers]

Q 112 Please describe PG&E's pre-funding loan proposal for Facility Type 4.

A 112 A new transmission-level customer can offer to pre-fund Facility Type 4 (i.e., Transmission Network Upgrades) in order to accelerate the timing of the Facility Type 4 work. Pre-funding loans would be repaid when the Transmission Network Upgrades are operational. The pre-funding loans would not be eligible for interest.

Q 113 TURN asserts that: (1) PG&E has raised capital in non-traditional financings and through interim rate relief in other proceedings;[138] and (2) data centers are well capitalized.[139] TURN then argues that pre-funding loans would "make new data centers both [PG&E's] customers and its bankers" and that "accelerating transmission upgrades propels the growth of PG&E's rate base . . .."[140] Please address these concerns.

A 113 There are several responses to TURN's argument. First, TURN misunderstands PG&E's motivation for proposing pre-funding loans. PG&E's motivation in proposing the pre-funding loan is to provide an option to transmission-level customers to meet their needs, not to grow PG&E's rate base. Although, historically, PG&E has raised capital through both traditional and non-traditional financing mechanisms, PG&E's current capital

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[138] TURN Revised Testimony at 22, line 6 to 23, line 3.

[139] TURN Revised Testimony at 23, lines 4-14.

[140] TURN Revised Testimony at 24, lines 1-15.

needs are substantial in order to address areas such as wildfire risks, new residential and non-residential customer interconnections, replacing aging facilities, and facilities intended to advance California's climate goals. As a result, PG&E must prioritize its capital investment. In some cases, PG&E may not be able to finance Transmission Network Upgrades for several years or more after the date by which a new transmission-level customer requests service. Some customers may not be able or willing to wait for several years for Transmission Network Upgrades to be constructed and instead may prefer to fund this work upfront to accelerate it.

Second, PG&E's financial recovery from its 2020 bankruptcy has resulted in higher borrowing costs through traditional financing. To address the capital needs of the system while prioritizing customer affordability, PG&E has been committed to finding non-traditional financing solutions. The pre-fund loan option is one such financing solution.

Third, TURN's argument appears to ignore the fact that the Transmission Network Upgrades will be constructed eventually, whether the construction occurs more immediately or in several years. Thus, pre-funding loans, which do not pay any interest, are not detrimental to existing customers, as these costs will in time be included in rate base in any event. Furthermore, these assets would not go into rate base until the loans are fully repaid to the customer. Once the loans are repaid, then the assets will be recovered through rates from new and existing customers.

Fourth, pre-funding loans will free up PG&E funds for other projects so that PG&E can do more needed work for all customers sooner.

Finally, TURN appears to be asking the Commission to effectively ignore the timing needs of transmission-level customers. These customers may be building facilities that cost hundreds of millions of dollars and provide substantial economic benefits to the communities where these facilities are located. A transmission-level customer that is willing to pay for Transmission Network Upgrades to be accelerated to facilitate its business should not be precluded from doing so simply based on TURN's assertions regarding "propelling" the growth of PG&E's rate base.

Q 114 Has the Commission previously addressed the benefits of pre-funding loans?

A 114 Yes. In the Interim Implementation Decision the Commission noted that "[w]e see merit in PG&E's proposal to provide the option for transmission-level customers to pre-fund Type 4 Facilities to accelerate project timelines during interim implementation. This mechanism does not adversely affect existing ratepayers and could indeed expedite retail service delivery for these customers."[141] The Commission also noted "PG&E has limited annual financing ability to fund all new customer requests simultaneously."[142]

Q 115 Cal Advocates suggested that pre-funding loans be submitted to the Commission through a Tier 2 AL.[143] Has this proposal already been addressed in PG&E's Rebuttal Testimony?

A 115 Yes. Consistent with Cal Advocates' designation of this portion of its testimony responding to Issue 1, PG&E included its response in Issue 1, Section F.

Issue 3.k: Does Rule 30 sufficiently protect ratepayers from financial risk from stranded costs and/or make ratepayers whole for any shortfall between the projected and actual revenue and load from Rule 30 customers over the 10-year reimbursement period? If not, what additional rules should the Commission adopt? [Ben Moffat, Sienna Rogers, and Sharon Pierson]

In this section, PG&E addresses: (1) positive customer bill impacts resulting from Electric Rule 30; and (2) proposals regarding minimum demand charges, minimum contract terms, and early termination fees

A. Electric Rule 30 Results in Positive Existing Customer Bill Impacts [Sienna Rogers]

Q 116 Did PG&E address impacts to existing customer bills in its Supplemental Testimony?

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[141] D.25-07-039, at 30.

[142] *Id.*, FOF 18.

[143] Cal Advocates Errata Testimony at 66, line 16 to 67, line 10.

A 116 Yes. PG&E's Supplemental Testimony demonstrated that there would likely be positive bill impacts for existing customers as a result of the substantial revenues produced by transmission-level customers under Electric Rule 30.[144]

Q 117 Do any parties dispute this showing?

A 117 Yes. Cal Advocates asserts that transmission-level customers will likely "increase electric bills for ratepayers" rather than decreasing bills.[145]

Q 118 What is the basis for Cal Advocates' argument?

A 118 Cal Advocates' argument does not appear to be related to Facility Types 1-3. Indeed, Cal Advocates' own analysis shows that under PG&E's proposed BARC formula, there will be "bill savings" for ratepayers over ten years.[146] Instead, Cal Advocates' argument is premised on its assertion that "[m]any transmission-level customers will directly trigger major infrastructure upgrades, including Transmission Network Upgrades (Facility Type 4) which involve large upfront investments and recovery timelines of multiple decades."[147]

Q 119 Does a transmission-level interconnection always trigger Transmission Network Upgrades (Facility Type 4)?

A 119 No. For example, in one data request response, PG&E identified six projects, two of which had no Transmission Network Upgrade costs at all.[148] Moreover, there may be cases where a Transmission Network Upgrade is required for multiple projects, not a single project and thus all of the Transmission Network Upgrade costs cannot be attributed to a single project.[149] This issue is discussed in more detail in PG&E's Rebuttal Testimony concerning Issue 1, Section D.

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144 PG&E Supplemental Testimony at 30, line 4 to 35, line 5.

145 Cal Advocates Errata Testimony at 7, lines 6-12.

146 Cal Advocates Errata Testimony at 36, lines 9-14 and Table 5 and 39, lines 2-6 and Table 7.

147 Cal Advocates Errata Testimony at 8, lines 2-4.

148 Cal Advocates Errata Testimony, Appendix C at C-0626 to C-0627.

149 Cal Advocates Errata Testimony at 23, Table 3 (showing that in one case 18 projects would utilize a single Transmission Network Upgrade project).

Q 120 Do you have any additional comments on Cal Advocates' Testimony regarding bill impacts?

A 120 Yes. Cal Advocates' concerns about stranded costs associated with Facility Type 4 are predicated on customers terminating service, reducing load, or failing to meet usage projections.[150] These concerns are addressed through the minimum demand charge and minimum contract term discussed in Issue 3.k, Sections B-D below.

Q 121 Cal Advocates also points to articles and information from other parts of the United States to support its assertion that existing customers' bills may increase.[151] Please address this issue.

A 121 Many of the articles cited by Cal Advocates address generation price impacts resulting from data centers. These articles do not address infrastructure costs, which is the issue in this proceeding. For example, the following materials cited by Cal Advocates are addressing energy prices:

- <u>Cal Advocates Footnote 22</u> – Capacity and energy prices in PJM and Northern Virginia;
- <u>Cal Advocates Footnote 23</u> – Capacity and energy prices in PJM;
- <u>Cal Advocates Footnote 24</u> – Capacity and energy prices in PJM;
- <u>Cal Advocates Footnote 31</u> – Discussing need for new generation resources; and
- <u>Cal Advocates Footnote 33</u> – Focused on energy demand and demand-side resources

While impacts on generation costs are an important issue, it is beyond the scope of this proceeding. This proceeding is focused on infrastructure developed and, as PG&E has demonstrated, existing customers will benefit from receiving the substantial infrastructure revenues associated with transmission-level interconnections.

Q 122 Do any of the sources cited by Cal Advocates support the general idea that increasing load can reduce existing customers' bills?

A 122 Yes. An article prepared by Cal Advocates in January 2025 explains:

> California is at a turning point in its energy transition. The state has set ambitious goals to reduce carbon emissions, including widespread

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[150] Cal Advocates Errata Testimony at 8, lines 5-12.

[151] Cal Advocates Errata Testimony at 9, line 5-12, line 10.

electrification of buildings and transportation. These efforts will significantly increase electricity demand over the coming decades, requiring substantial investments in the grid to support the transition.

A key concern is whether these necessary grid upgrades will lead to even higher electricity rates for Californians, who are already burdened with some of the highest rates in the country. The Public Advocates Office has analyzed this issue and found that, under the right conditions, electrification can actually help mitigate rate increases by spreading infrastructure costs across more customers and electricity sales – creating downward pressure on rates.

In 2023, we forecasted the costs of upgrading the distribution grids of California's large investor-owned utilities (IOUs) through 2035 and compared them to expected increases in electricity sales. Our findings, outlined in the Distribution Grid Electrification Model Report, show that increased electricity usage could offset grid upgrade costs, potentially lowering the rates customer would otherwise pay. Since then, "downward pressure on rates" has become a central concept in discussions about electrification and grid investments.[152]

Q 123 Cal Advocates states that it has performed an analysis which shows existing customer bills increasing if a transmission-level customer terminates service after receiving its full refund amount under the BARC process.[153] Please address this concern.

A 123 As discussed in this Rebuttal Testimony, the likelihood of a transmission-level customer that has invested tens or hundreds of millions of dollars in a facility simply leaving or shutting down a facility after a few years seems low. Moreover, as discussed below in Issue 3.k, Sections B-D, concerns about a customer leaving or reducing usage after it receives its refund are best addressed through minimum demand charges and minimum contract terms with an early termination fee.

Q 124 TURN argues that PG&E's bill savings analysis does not appropriately consider: (1) new generation costs; and (2) Facility Type 4 costs.[154] Please address these concerns.

A 124 As to the issue of new generation costs, the Scoping Memo clearly states this is outside the scope of this proceeding. As to Facility Type 4 costs,

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[152] Cal Advocates Errata Testimony at 10, n. 25.

[153] Cal Advocates Errata Testimony at 11, line 18 to 12, line 4; 32, lines 10-19.

[154] TURN Revised Testimony at 12, lines 5-12.

these costs were considered in PG&E's analysis of bill impacts[155] and even with these costs, the analysis demonstrated the potential rate benefits of Electric Rule 30.

Q 125 TURN also argues that the $50 million in Facility Type 4 costs used in PG&E's bill analysis may be "unreasonably low." Please respond to this statement.

A 125 As PG&E explained in discovery, the $50 million Facility Type 4 cost used in the existing customer bill analysis was based on actual data from six project PES Reports.[156] TURN does not address these actual data and instead supports its argument by simply citing to pieces of high-level information from investor communications.

Q 126 TURN argues that PG&E's bill impact analysis uses the wrong equity ratio, cost of long-term debt, and return on rate base.[157] Please address these concerns.

A 126 The cost of capital assumptions used by PG&E reflect values from PG&E's twentieth Transmission Owner (TO20) Formula Rate, which was the last formula rate approved by FERC and not subject to refund.[158] Conversely, TURN's parameters are from PG&E's proposal in its 2026 Cost of Capital proceeding at the CPUC. Given the majority of the assets in question here are FERC jurisdictional, using FERC cost of capital assumptions is more appropriate.

Q 127 Did TURN perform a bill impact analysis?

A 127 Yes, using PG&E's WPs, TURN evaluated the bill impacts for Transmission-Level Customers A and B. For Customer A, which reaches its usage forecast, TURN's analysis shows that there is a positive bill impact from Electric Rule 30.[159] In other words, although the bill impact for existing

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155 PG&E Supplemental Testimony at 30, lines 9-23 (describing Facility Type 4 assumptions).

156 See Cal Advocates Errata Testimony, Appendix C at C-0626 to C-0627.

157 TURN Revised Testimony at 20, lines 8-13; *see also* 21, lines 8-12 (regarding generation costs).

158 On August 5, 2025, FERC issued an order approving PG&E's TO21 Formula Rate. This decision will not become final and non-appealable until early September.

159 TURN Revised Testimony at 20, line 14-17.

customers is less pronounced under TURN's analysis, the overall impact is still positive.

For Customer B, which does not reach its usage forecast, TURN shows a negative bill impact.[160] However, TURN's analysis does not include the minimum demand charge, minimum contract term, and early termination fee proposed by PG&E in this Rebuttal Testimony. These additional protections for existing customers can mitigate the risk and corresponding potential bill impact for situations where a transmission-level customer's usage is below the forecast.

B. Minimum Demand Charges, Minimum Contract Terms, and Early Termination Fees [Ben Moffat and Sharon Pierson]

Q 128 Cal Advocates and TURN both express a general concern that transmission-level customer loads may not materialize, may be less than forecasted, or the customer may terminate service after receiving refunds.[161] Does PG&E agree that this risk exists?

A 128 Yes. There is some inherent uncertainty regarding any new customer load and incremental revenue. In our initial Electric Rule 30 proposal, we included a number of protections to address these uncertainties including: (1) requiring transmission-level customers to provide Advances and Actual Costs Payments for Facility Types 1-3; (2) including contractual provisions that addressed cost responsibility if the transmission-level customer terminates before energization; (3) basing Refunds on actual revenues; and (4) terminating a transmission-level customer's eligibility for remaining Refunds during the Refund Period if the customer terminates service. However, in designing Electric Rule 30, it is important to balance protecting existing customers while not being so onerous that PG&E misses out on connecting large, high load factor loads and sacrifices incremental revenue that otherwise could have benefited existing customers by reducing rates. Electric Rule 30 was designed to achieve an appropriate balance.

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160 TURN Revised Testimony at 20, line 18-21, line 3.

161 See e.g., Cal Advocates Errata Testimony at 8, lines 6-12; TURN Revised Testimony at 29, lines 11-18.

Q 129 What is the specific concern that Cal Advocates has regarding transmission-level customer loads not materializing or being less than forecasted, or the customer terminating service entirely?

A 129 As Cal Advocates explains:

> [T]he Advance and Refund process in Proposed Rule 30, while partially mitigating ratepayer risks posed by Facility Type 1-3, does not protect ratepayers from paying for substantial Transmission Network Upgrade costs. As noted in Section B.2, Proposed Rule 30 allows customers to terminate or reduce service after receiving Refunds, but well before PG&E recovers the costs of the Transmission Facilities built to serve them. As discussed in Section A.2, data centers in particular pose a unique risk of triggering substantial Transmission Network Upgrades but underutilizing capacity. To address the increased ratepayer risk posed by data center loads, Proposed Rule 30 should include additional terms specific to data center customers to ensure they adequately cover the costs of the Transmission Facilities they trigger.[162]

Q 130 What do Cal Advocates and TURN propose to address the risk of customer loads not materializing, being less than forecasted, or the customer terminating service?

A 130 First, Cal Advocates and TURN propose that if a transmission-level customer's actual load falls short of what was anticipated and planned for, that PG&E assess a minimum demand charge to address the shortfall or "gap."[163] Second, Cal Advocates proposes that Rule 30 specify a minimum contract term of 15 years, with an early termination fee.[164] TURN also proposes a minimum contract term and a termination fee.[165] Cal Advocates limits its proposal to data centers, while TURN does not address whether similar limits apply to its proposal.[166] Cal Advocates' testimony includes a fair amount of detail regarding its proposals, while TURN proposes concepts but provides few details as to how they would be implemented.

Q 131 Do Cal Advocates' proposals apply to all Electric Rule 30 customers?

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162 Cal Advocates Errata Testimony at 48, lines 1-10.

163 Cal Advocates Errata Testimony at 50, line 10 to 51, line 16; TURN Revised Testimony at 29, lines 12-14.

164 Cal Advocates Errata Testimony at 60, lines 8-61, line 17.

165 TURN Revised Testimony at 29, lines 14-17.

166 Cal Advocates Errata Testimony at 48, lines 11-13.

A 131 No, Cal Advocates' proposals for a minimum demand charge, minimum contract term, and early termination fee only apply to data centers.[167]

Q 132 Does PG&E agree with these proposals?

A 132 PG&E agrees that minimum demand charges, minimum contract term, and early termination fees should be included in Electric Rule 30. PG&E shares Cal Advocates' and TURN's goal that existing ratepayers not be adversely impacted by new Electric Rule 30 customer load and believes these provisions will further this goal. However, the details of Cal Advocates' proposal requires some modifications to ensure that Electric Rule 30 both protects existing customers and is just and reasonable for new transmission-level customers. Below, PG&E proposes a modified minimum demand charge, minimum contract term, and early termination fee to be included in Electric Rule 30 that are just and reasonable for all customers.

Q 133 Does PG&E believe that the minimum demand charge, minimum contract term, and early termination fee aspects of Electric Rule 30 may require modification or change in the future?

A 133 Yes. These proposals must be harmonized with other revenue allocation and rate design proposals to ensure a comprehensive solution that is equitable for all customer classes. The Scoping Memo provides that rate structures are not in scope in this proceeding. After the Scoping Memo was issued, Cal Advocates filed a motion in Phase 2 of PG&E's 2023 General Rate Case (GRC Phase 2)[168] to include rate structures for large-load transmission-level customers as an issue in that proceeding. On June 12, 2025, PG&E and Cal Advocates jointly emailed Administrative Law Judges Mutialu and Atamturk (via an email to the entire GRC Phase 2 service list) with agreed-upon amended scoping items that would incorporate discussions of rate issues regarding large-load customers in a new track of PG&E's GRC Phase 2 proceeding. PG&E envisions the scope would include definitions as well as eligibility criteria for any new customer class or

167 Cal Advocates Errata Testimony at 48, lines 11-13.

168 GRC Phase 2 proceedings determine the share of the cost each customer class is responsible for and the rate schedules for each class. See PG&E's 2023 GRC Phase 2 (A.24-09-014).

rate schedule contemplated in this new track. An order has not yet been issued for Cal Advocates' Motion.

Q 134 Given that revenue allocation and rate design proposals in the 2023 GRC Phase 2 proceeding could have impacts specifically on minimum demand charges, what is PG&E's recommendation in this proceeding?

A 134 Recognizing that it may take a substantial amount of time for the Commission to resolve issues in PG&E's 2023 GRC Phase 2 proceeding, PG&E recommends that in this proceeding the Commission adopt an interim minimum demand charge for Electric Rule 30 that will stay in effect until such time that any new rate structures are proposed, considered and adopted in the 2023 GRC Phase 2. Below, PG&E addresses the proposals for a minimum demand charge including an interim minimum demand charge. When a final decision is issued in PG&E's 2023 GRC Phase 2, the Commission can re-visit the minimum demand charge for Electric Rule 30 and make changes if appropriate. However, for transmission-level customers that execute Rule 30 agreements during this interim period before a final PG&E 2023 GRC Phase 2 decision is issued, those customers should be able to rely on any interim minimum demand charges adopted by the Commission in this proceeding rather than being subject to changes the Commission may order in the future.

C. Minimum Demand Charges

Q 135 Please summarize Cal Advocates' minimum demand charge proposal.[169]

A 135 Cal Advocates has proposed that a minimum demand charge be assessed to each data center based on any gap between requested load and actual load.[170] The minimum demand charge would be based on "the difference between the customer's expected bill charges and its actual bill charges when the actual usage is lower than expected."[171]

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[169] TURN does not provide details regarding its demand charge proposal other than stating "Rule 30 [should] be modified to require that customers pay all projected incremental revenues over the 10-year contract." See TURN Revised Testimony at 29, lines 13-14.

[170] Cal Advocates Errata Testimony at 50, lines 15-17.

[171] Cal Advocates Errata Testimony at 51, lines 14-16.

Q 136 Please provide additional details regarding Cal Advocates' minimum demand charge proposal.

A 136 Cal Advocates' proposal involves three steps. First, a data center's Maximum Demand would reflect the "anticipated average maximum peak demands over a 15-minute period in kW over its 10-year Usage Forecast."[172]

Second, the Maximum Demand would be converted into an Expected Usage (in kWh) figure each month by applying successively increasing percentages (50 percent in Year 1, 60 percent in Year 2, 70 percent in Year 3, 80 percent in Year 4, and 90 percent in Year 5, and so forth) to the customer's "Maximum Demand" and then multiplying that number by a 90 percent load factor and then by the number of hours in the month to obtain the Expected Usage for that month.[173].

Third, if the Actual Usage (in kilowatt–hours (kWh)) of the data center is less than Expected Usage, a Usage Gap (in kWh) would be calculated as the difference between the two. This Usage Gap, or shortfall, would then be multiplied by the then-current applicable rate (in $/kWh) to get the Minimum Demand Charge assessed for that month.[174]

Q 137 Does PG&E have concerns with Cal Advocates' minimum demand charge proposal?

A 137 Yes, PG&E has a number of concerns. First, Cal Advocates' testimony uses the total average B20-T rate of $0.073/kWh to illustrate its calculations, which is the simple average of all B20-T rate components (inclusive of per-kWh, per-kW, and monthly customer charges), and collects all functional costs.[175] This would not be the appropriate rate to use because the purported intent of the proposed Minimum Demand Charge is to help recover transmission investment costs and not other, unrelated costs. For

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[172] Cal Advocates Errata Testimony at 53, lines 15-19. The "Usage Forecast" is already defined in Electric Rule 30 and is a forecast of expected load for the first ten-years of service.

[173] Cal Advocates Errata Testimony at 54, lines 3-9; 56, lines 1-16 (providing formula and examples of the calculation of the Expected Usage).

[174] Cal Advocates Errata Testimony at 54, lines 10-15; 55, lines 14-15.

[175] Cal Advocates Errata Testimony at 58, n. 205.

example, PG&E has a public purpose program (PPP) revenue requirement that it recovers in part through a functionally unbundled PPP rate. Whether or not an Electric Rule 30 customer's actual ramp up in load meets what was anticipated has no effect on the size of the PPP revenue requirement and thus should not be a part of a Minimum Demand Charge. In fact, any incremental sales—even if they fall short of anticipated amounts—benefit existing PG&E customers by sharing in the collection of the fixed annual PPP revenue requirement. Therefore, for any minimum demand proposal, PG&E believes the appropriate rate would be the unbundled $ per kilowatt (kW) transmission-related Maximum Demand Charges contained in PG&E's Electric Rate Schedules.

Second, Cal Advocates' proposal is confusing because it is termed a "demand charge" but is actually calculated like an energy charge, with a figure in kWh multiplied by a rate in kWh.[176] This is likely to cause confusion for customers. PG&E believes that any minimum demand charge adopted by the Commission should actually be a charge that is calculated as the product of a figure in kW multiplied by a Demand Gap that is in units of kW. For example, PG&E believes that if the minimum demand is set to 52.5 MW, and the actual demand in a month is 30 MW, then the Demand Gap would be 22.5 MW. The $ per kW demand charge would be multiplied by 22,500 kW to determine the monthly minimum demand charges.

Q 138 Cal Advocates' calculation includes a minimum demand charge of 90 percent of the transmission-level customer's requested capacity. Please comment on this aspect of its proposal.

A 138 While Cal Advocates refers to other jurisdictions that are considering minimum demands that are based on 85 to 95 percent of contracted capacity, PG&E is not aware of any other utility requiring customers to make significant upfront investments for interconnection costs like PG&E's Electric Rule 30 proposal does. PG&E believes that 70 percent is appropriate in light of the other requirements for transmission-level customers included in

[176] Cal Advocates Errata Testimony at 56, lines 1-9 (providing calculation of charges).

PG&E's proposal.[177] As shown in the customer example below in Table 7, in the case where Customer B does not reach its requested demand, a Minimum Demand Charge at 70 percent contributes approximately $3 million of additional annual transmission revenues for the 15-year duration.

Q 139 Does Cal Advocates propose allowing a data center to modify its Maximum Demand, thereby reducing the minimum demand charge?

A 139 Yes. However, Cal Advocates would require a customer to submit written notice of a requested change to its Maximum Demand a year in advance.[178] A customer would not be able to reduce its Maximum Demand "below the peak usage recorded in the previous 12 months unless they can demonstrate verifiable changes to their operations, such as equipment decommissioning or facility closure."[179] Cal Advocates also proposes that if a data center exceeds its Maximum Demand by 110 percent for three consecutive months that it be penalized by "retroactively amend[ing] the customer's contracted Maximum Demand to reflect the customer's actual usage and revise their form agreements."[180]

Q 140 Do you have any concerns about Cal Advocates' proposal to modify a data center's Maximum Demand?

A 140 Yes. Cal Advocates' proposed tariff language states: "[n]o reduction shall result in a Maximum Demand below 60% of the customer's initial Maximum Demand or below the customer's highest actual metered peak demand during the preceding twelve (12) months unless the customer demonstrates a verifiable operational change, such as facility closure, process modification, or efficiency improvement."[181]

However, the criteria for what constitutes a "verifiable operational change" are vague. This ambiguity could allow customers to install

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177 As indicated in Question and Answer 137, the 70 percent minimum demand charge would be determined using the unbundled $ per kW transmission-related Maximum Demand Charges contained in PG&E's Electric Rate Schedules.

178 Cal Advocates Errata Testimony at 58, lines 9-12.

179 Cal Advocates Errata Testimony at 59, lines 1-3.

180 Cal Advocates Errata Testimony at 59, lines 9-17.

181 Cal Advocates Errata Testimony Appendix B-1 1. Modifications To Proposed Rule 30 (Redlined Version) Section 3.C.

behind-the-meter generation and significantly reduce their demand charges potentially avoiding contributions toward the cost of installed infrastructure altogether. PG&E believes this provision is unnecessary if the Commission adopts PG&E's proposal for a 70 percent minimum demand charge. Unlike Cal Advocates' proposed 90 percent threshold, PG&E's approach strikes a more appropriate balance by offering customers flexibility to accommodate legitimate operational changes while maintaining fairness and cost recovery.

PG&E also objects to Cal Advocates' proposal regarding increases to a customer's Maximum Demand. Allowing a customer to exceed its contracted demand without prior coordination with PG&E is inappropriate and potentially unsafe. If a customer anticipates additional electric load, it should initiate a formal request through PG&E's application process. This process enables PG&E to assess the potential impacts of the increased load and determine whether additional infrastructure, system modifications, or mitigations are necessary to support it. PG&E proposes that if no upgrades or changes are required, the customer's contracted Maximum Demand should remain unchanged. In such cases, the increased usage would not require new investment and would generate additional revenue. However, if PG&E determines that infrastructure additions or modifications are needed to accommodate the increased load, this would be considered a new project and the customer's contract should be updated to reflect the new demand level.

Q 141 Does PG&E recommend any other changes to Cal Advocates' Minimum Demand Charge proposal?

A 141 Yes. Cal Advocates' ramping percentages are confusing and may be difficult to administer. Expected ramps in load—especially loads of this magnitude—may not materialize exactly as planned during the initial years of the ramp up. Instead, PG&E strongly recommends that minimum demand charges not be assessed until Year 5 after energization. Year 5 is when the majority of customers would be fully ramped after their initial in-service date, and PG&E's recommendation avoids penalizing customers for delays in the schedule not under the customers' control by assessing minimum demand charges too early. Coupled with the minimum 15-year term for the agreement, PG&E believes this simpler implementation is easier for new transmission-level customers to understand while offering protections to existing customers. PG&E also recommends that minimum demand charges cease after the initial 15-year contract term, as described below.

Q 142 Please describe how PG&E's proposed minimum demand charges would be implemented.

A 142 Table 7 below illustrates how PG&E's proposed minimum demand charge would apply to Customers B. Customer A, in Table 3 above, reaches its requested demand of 75 MW by Year 5, exceeding its minimum demand, and therefore, no minimum demand charge is necessary. Meanwhile, Customer B reaches neither its requested nor minimum demand.

Both customers have a requested demand of 75 MW, which at PG&E's proposed 70 percent figure results in a minimum demand of 52.5 MW. Minimum demand charges begin only if the customer does not reach 52.5 MW by Year 5.

However, Customer B only reaches 30 MW by Year 5. In addition to the revenues received under the illustrative B20-T rate for Customer B's usage, PG&E would assess an additional $3 million each year starting in Year 5, which is the product of the monthly transmission-related Maximum Demand Charges of $12.14 per kW[182] and the difference between 30 MW and 52.5 MW (i.e., the Demand Gap).[183] The minimum demand charges continue through the 15-year minimum term but would not continue beyond that initial 15-year term even if the customer's interconnection service remains in place.

Finally, PG&E clarifies that the minimum demand charges would not be included in the net revenue for BARC reviews. The BARC method is designed to issue refunds based on revenue generated from actual loads, assuming the customer will continue generating that revenue throughout the asset's life. Since minimum demand charges would only be assessed if the

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[182] For this illustrative example, PG&E is using the B-20T rate effective October 1 2024, in line with the illustrative BARC formula calculations.

[183] This would yield minimum demand charges of approximately $270,000 each month, or approximately $3 million on an annual basis. For simplicity, PG&E assumes the same monthly demand each month in this example. In reality, the Demand Gap would change each month.

transmission-level customers do not reach 70 percent of the requested load by Year 5, PG&E does not view these revenues as generated from actual load (rather, they are based on the difference between the customer’s capacity request and its actual load). Therefore, minimum demand charge revenues would be excluded from BARC calculations.

TABLE 7
CONTRIBUTION TO MARGIN – CUSTOMER B MINIMUM DEMAND

Line No.	Item	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
1	Customer B Incremental Load (MW)	–	5	10	15	20	30	30	30	30	30	30	30	30	30	30	30
2	Customer B Incremental Sales (GWh)	–	37	74	112	149	223	223	223	223	223	223	223	223	223	223	223
3	Customer B Minimum Demand (MW)	–	–	–	–	–	53	53	53	53	53	53	53	53	53	53	53
4	Customer B Demand Gap (MW)	–	–	–	–	–	23	23	23	23	23	23	23	23	23	23	23
5	Customer B Estimated Revenue (Millions of Dollars)[(a)]	–	$3	$5	$8	$11	$16	$16	$16	$16	$16	$16	$16	$16	$16	$16	$16
6	Minimum Demand Charges (Millions of Dollars)[(b)]	–	–	–	–	–	$3	$3	$3	$3	$3	$3	$3	$3	$3	$3	$3
7	Customer B Incremental Large Load Revenue Requirement (Millions of Dollars)[(c)]	$(5)	$8	$9	$9	$10	$11	$10	$9	$9	$9	$8	$9	$8	$7	$7	$6
8	Net Margin (Millions of Dollars)	$5	$(6)	$(4)	$(1)	$1	$9	$10	$10	$11	$11	$11	$11	$12	$12	$13	$13
9	Annual Bill Savings with Customer B for existing customers[(d)]	$0.58	$(0.68)	$(0.47)	$(0.16)	$0.16	$1.08	$1.18	$1.23	$1.27	$1.31	$1.34	$1.29	$1.44	$1.49	$1.52	$1.57

(a) Calculations are illustrative given the total revenues are based on average simplified kWh rate but in reality would be calculated based on tariffed rate components.

(b) Minimum demand charge calculated with B-20T Unbundled Transmission Component at Transmission Maximum Demand Rate + Reliability Service Max Demand ($ per kW).

(c) See PG&E's Supplemental Testimony at 48 for BARC formula used to calculate refunds included in revenue requirement. Interest expense included.

(d) Savings for average Non-CARE residential electric customer

Total 15-year Bill Savings With Customer B and Minimum Demand Charge	
Customer Bill Savings With All Facility Types	$14.17

D. Minimum Contract Term and Early Termination Fee

Q 143 Please describe Cal Advocates' and TURN's minimum contract term and early termination fee proposals.

A 143 Cal Advocates proposes that data centers have a 15-year minimum contract term. If a customer wishes to terminate the agreement early, it must provide two-years notice and is "subject to a Termination Fee equivalent to the net present value of the remaining Minimum Demand Charges."[184] TURN's testimony does not provide a lot of detail, but at a high level TURN proposes a 10-year contract term and that a customer "be subject to payment of an exit fee equal to any remaining incremental revenues based on the original projections."[185]

Q 144 Does PG&E support a minimum contract term and early termination fee for transmission-level customers.

A 144 Yes. However, additional protections for existing customers such as minimum contract terms and early termination fees must strike the right balance and not be onerous to new customers interconnecting under Electric Rule 30.

Q 145 Please describe your concerns with Cal Advocates' proposal?

A 145 Cal Advocates' proposal is punitive to customers who terminate service early. To require the customer to pay all outstanding charges plus the net present value of ongoing minimum demand charges is excessive for multiple reasons. First, Electric Rule 30 is unique in requiring Advances/Actual Cost Payments from eligible customers. This mechanism requires significant financial commitment from customers who are interested in service with PG&E. Second, these customers are investing significant amounts in these facilities. PG&E believes it is highly unlikely that these customers would leave before the end of the 15-year contract. Third, PG&E does not believe it is reasonable to require 24 months advance notice of early termination. In unlikely circumstances where a customer would terminate service, they would likely not have that amount of notice.

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[184] Cal Advocates Errata Testimony at 60, line 11 to 61, line 15.

[185] TURN Revised Testimony at 29, lines 16-17.

Q 146 Please describe PG&E's proposal for a minimum contract term and early termination fees.

A 146 PG&E agrees with Cal Advocates' suggestion of a minimum contract term of 15 years. If a transmission-level customer terminates service before those 15 years are over, the customer would be required to pay back the total capital expenditure for Facility Types 1-3 less any depreciation already collected on Facility Type 1-3 costs. This would result in the remaining capital associated with the Facility Types 1-3 infrastructure being removed from Rate Base and the associated costs no longer being collected from existing customers. This is a preferred approach given its simplicity and transparency for Rule 30 customers. Table 8 below provides an example where Customer A terminates service after five years. In this example, the customer terminates service after 5 years of connection. Consistent with PG&E's proposed termination fee, the customer would provide a one-time payment for the capital expenditure for Facility Types 1-3 less any collected depreciation on Facility Type 1-3 costs, and that is subtracted from Plant (which is reflected in line 4).

Q 147 TURN also recommends that Electric Rule 30 be modified to require that the customer pay all projected incremental revenue over the 10-year contract.[186] Please address recommendation.

A 147 PG&E interprets TURN's recommendation as requiring all Electric Rule 30 customers to pay for 100 percent of their requested forecasted demand for the duration of a 10-year contract, effectively treating it as a minimum demand charge. This recommendation is unjust and unreasonable. PG&E is currently requiring customers to make a significant upfront investment to cover interconnection costs. PG&E proposes to refund to customers amounts based on the revenue generated that support the capital investment of their installed interconnection facilities. This approach incentivizes customers to ramp up their load earlier within the 10-year period. Moreover, implementing a minimum demand charge as PG&E proposes above helps mitigate the risk of significantly reduced demand during the contract period.

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[186] TURN Revised Testimony at 29, lines 11-18.

TABLE 8
CONTRIBUTION TO MARGIN – CUSTOMER A EARLY TERMINATION

Line No.	Item	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
1	Customer A Incremental Load (MW)	–	19	25	56	63	75	–	–	–	–	–	–	–	–	–	–
2	Customer A Incremental Sales (GWh)	–	141	186	417	469	558	–	–	–	–	–	–	–	–	–	–
3	Customer A Estimated Revenue (Millions of Dollars)[(a)]	–	$10	$14	$30	$34	$41	–	–	–	–	–	–	–	–	–	–
4	Customer A Incremental Large Load Revenue Requirement (Millions of Dollars)[(b)]	$(5)	$11	$11	$13	$12	$12	$9	$6	$6	$5	$5	$5	$4	$4	$4	$3
5	Net Margin (Millions of Dollars)	$5	$(1)	$2	$17	$22	$29	$(9)	$(6)	$(6)	$(5)	$(5)	$(5)	$(4)	$(4)	$(4)	$(3)
6	Annual Bill Savings with Customer A for existing customers[(c)]	$0.58	$(0.07)	$0.28	$2.05	$2.67	$3.50	$(1.08)	$(0.76)	$(0.69)	$(0.65)	$(0.61)	$(0.58)	$(0.53)	$(0.49)	$(0.45)	$(0.42)

(a) Calculations are illustrative given the total revenues are based on average simplified kWh rate but in reality would be calculated based on tariffed rate components.
(b) See PG&E's Supplemental Testimony at 48 for BARC formula used to calculate refunds included in revenue requirement. Interest expense included.
(c) Savings for average Non-CARE residential electric customer.

	Total 15-year Bill Savings With Customer A and Early Termination Fee
Customer Bill Savings With All Facility Types	$2.74

E. Data Center Definition

Q 148 Cal Advocates' proposals for minimum demand charges and contract terms are limited to data centers.[187] Do you agree with this limitation?

A 148 No. There is no cost-based reason for this kind of disparate treatment of transmission-level customers. Instead, Electric Rule 30 requirements should be applied equally to all transmission-level customers.

Q 149 Cal Advocates proposes a definition for "data center" in Electric Rule 30.[188] Please address this proposal

A 149 As indicated above, PG&E believes that data centers should not be singled out in Electric Rule 30 for disparate treatment. Rule 30 is intended to apply to all electric retail transmission customers seeking transmission service between 50 kV to 230 kV. Consistent with the Electric Rule 30, PG&E's proposals described in this Rebuttal Testimony would apply to all transmission-level customers, not just data centers. Thus, a definition of "data center" in Electric Rule 30 is unnecessary.

Issue 4.a: Should the Commission establish reporting requirements for these Transmission level projects in this proceeding to inform related electric system planning processes? For example, reporting of projected load from Rule 30 customers could help to inform load forecasting. [Karen Khamou Ornelas]

Q 150 Did any party address Issue 4.a in testimony?

A 150 Yes. Cal Advocates submitted testimony proposing certain reporting requirements related to Electric Rule 30.[189]

Q 151 What reporting proposals did Cal Advocates propose in its testimony?

A 151 Cal Advocates' proposals included: (1) annual reporting concerning transmission-level customers;[190] (2) annual reporting on the interconnection

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187 Cal Advocates Errata Testimony at 48, lines 11-13.

188 Cal Advocates Errata Testimony at 49, line 16 to 50, line 9.

189 Cal Advocates Errata Testimony at 67, line 13 to 70, line 13.

190 Cal Advocates Errata Testimony at 67, line 17 to 69, line 6.

queue;[191] and (3) summary and results of any audits per Rule 30.[192] Each of these proposals is addressed below.

Q 152 Before addressing Cal Advocates' proposals specifically, do you have a general observation regarding reporting?

A 152 Yes. Both CalCCA and Cal Advocates propose reporting requirements, and these requirements may be overlapping or burdensome in terms of the detail. PG&E recommends that the Commission, in a decision in this proceeding, provide general guidance as to the type of information that should be reported and the cadence, and that PG&E then work with the Energy Division to develop the appropriate reporting templates and information that is reasonable to include. This way, the Commission does not need to go through Cal Advocates proposed report templates column by column in its decision. This is a matter that is better addressed by the Energy Division.

A. Annual Report on Transmission-Level Customers

Q 153 Please describe Cal Advocates' first proposal for an annual report regarding Electric Rule 30 customers.

A 153 Cal Advocates proposes an annual report that would include information concerning "the transmission upgrades necessary to support transmission-level customers, transmission-level customer interconnection costs, the costs and benefits to ratepayers as a result of transmission-level customers, and how actual load compares to load projections."[193] Cal Advocates provides additional detail regarding this proposal in its description of a "Transmission-Level Customer Report" in its Electric Rule 30 red-lines[194] and a sample report included in its testimony.[195]

Q 154 Please address Cal Advocates' proposal.

A 154 In general, PG&E does not oppose preparing and submitting an annual report regarding transmission-level customers receiving service under

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[191] Cal Advocates Errata Testimony at 69, line 8 to 70, line 2.

[192] Cal Advocates Errata Testimony at 70, lines 3-11.

[193] Cal Advocates Errata Testimony at 67, line 21 to 68, line 1.

[194] Cal Advocates Errata Testimony, Appendix B at B-0017.

[195] Cal Advocates Errata Testimony, Appendix B at B-0028.

Electric Rule 30. The information identified by Cal Advocates in its proposed Electric Rule 30 red-lines and the sample report appears to be reasonable. However, Cal Advocates' proposed tariff red-lines and sample report differ from its testimony. For example, in testimony, Cal Advocates indicates that PG&E should provide the "costs or benefits to ratepayers as a result of transmission-level customers."[196] This information is not included in the sample report, nor should it be. Cal Advocates' testimony does not define the terms "costs or benefits" and quantifying these undefined terms would be challenging and time consuming. The information identified in Cal Advocates' tariff red-lines sample report is more factual in nature and thus does not raise the same concerns.

Q 155 Are there other items referenced in the Cal Advocates testimony that are not included in the sample report.

A 155 Yes. Cal Advocates mentions reporting on "contribution to margin"[197] but this is not in the Cal Advocates sample report. Requiring PG&E to report on the contribution to margin is unnecessary and would require additional resources and time to prepare the annual report. Instead, the annual report should be focused on factual information

Q 156 Do you have any additional comments regarding Cal Advocates' proposal?

A 156 While PG&E generally agrees with Cal Advocates proposal for an annual report on Electric Rule 30 customers, it is important that the Commission be mindful of multiplying reporting requirements and the associated costs these requirements impose on customers. In isolation, a report may seem reasonable and prudent. However, as these reports multiply, a utility will incur significant administrative costs that are ultimately borne by customers. Moreover, reporting can continue for years or decades, even if the report is lightly used or not used at all. This results in customers paying for reports that serve little purpose. To address this customer cost issue, PG&E recommends that Cal Advocates' annual reporting requirement sunset after five years, with an opportunity for Cal Advocates to seek a longer sunset period at the end of the five years. If Cal Advocates has been actively and

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[196] Cal Advocates Errata Testimony at 67, line 23.

[197] Cal Advocates Errata Testimony at 68, lines 10-12.

beneficially using the report, it can request that the Commission continue the reporting requirement for another five-year period. If, however, the report is only used on a limited basis or not at all, the automatic sunsetting will make sure that PG&E's customers are not paying for years or decades for the preparation of a report that has limited or no use.

B. Annual Report on Interconnection Queues

Q 157 Please describe Cal Advocates' second proposal for an annual report regarding the interconnection queue for Electric Rule 30 customers.

A 157 Cal Advocates proposes an annual report that would include information regarding Electric Rule 30 projects that are not currently in operation as the interconnection work is still ongoing.[198] Cal Advocates provided a sample report as an attachment to its testimony.[199]

Q 158 Please address Cal Advocates' proposal.

A 158 In general, PG&E does not oppose preparing and submitting an annual report regarding the Electric Rule 30 interconnection queue. However, some of the information requested by Cal Advocates is unclear. For example, one column in the sample report asks "[i]s the customer pursuing a substantially similar request for electric service the approval of which would result in the customer materially changing this interconnection request?" This item is unclear and PG&E may not have this information available. PG&E suggest this column be removed from the sample report.

Q 159 Should the 5-year sunset provision discussed above apply to this report as well?

A 159 Yes, for the exact same reasons.

C. Summary of Results and Audits

Q 160 Please describe Cal Advocates' third proposal for reporting regarding Electric Rule 30.

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[198] Cal Advocates Errata Testimony at 69, line 8 to 70, line 2.

[199] Cal Advocates Errata Testimony, Appendix B at B-0032.

A 160 Cal Advocates proposes that all audit requests and findings arising from Electric Rule 30 be provided to the Commission and Cal Advocates.[200] PG&E does not oppose this request.

D. Consolidated Reporting

Q 161 Have other parties proposed reporting requirements?

A 161 Yes, as discussed more below in Issue 4.b, CalCCA has also proposed reporting requirements.

Q 162 All of these separate reporting requirements may result in duplicative reports and increase customer costs as PG&E incurs expenses to respond to all of these requirements. How does PG&E propose to address this issue.

A 162 After the Commission' final decision, PG&E proposes working with the Commission's Energy Division on reporting requirements and format and then filing a Tier 1 AL that would outline the various reports to be provided under Electric Rule 30. The AL would also include a template for each report so that there is transparency among all parties. This would avoid duplicative reports and would allow the Commission, though its Energy Division, to consider the various reports, consolidate where necessary, and provide input on the format of the report.

Issue 4.b: What information-sharing requirements should PG&E adopt to ensure that the CCAs affected by Rule 30-related load growth can meet projected demand in their service areas? [David Gutierrez]

Q 163 Did any party address Issue 4.b in testimony?

A 163 Yes. CalCCA submitted testimony regarding this issue.

Q 164 What issues did CalCCA address in its testimony?

A 164 CalCCA address three primary issues: (1) the role of CCAs as default providers;[201] (2) the need for CCAs to have access to information about potential transmission-level customers;[202] and (3) CalCCA's framework for

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[200] Cal Advocates Errata Testimony at 70, lines 3-11.

[201] CalCCA Testimony at 6, line 20 to 9, line 14. CalCCA submitted amended testimony on July 1, 2025. For purposes of PG&E's Rebuttal Testimony, CalCCA's July 1, 2025, testimony is referred to as "CalCCA Testimony."

[202] CalCCA Testimony at 9, line 15 to 17, line 2.

information sharing.[203] PG&E addresses each of these below and also describes its proposal for information sharing.

Q 165 Are there any aspects of CalCCA's testimony that you would like to address as an initial matter?

A 165 Yes. In its Introduction and Summary, CalCAA states:

> Large Load customers interconnecting at the transmission-level often have a choice of where to locate a new facility. If California seeks to attract and retain these customers—and benefit from the downward pressure on delivery rates their participation can provide—the state must adopt policies that enhance the optionality and support available to Large Load customers. Key among these policies is ensuring coordination between PG&E and CCAs, as the default generation service providers in their service areas. This coordination will allow both the CCAs and PG&E to cost-effectively and equitably serve new customers.[204]

PG&E agrees with CalCCA's statements regarding large load customers having a choice as to where they locate their facilities and is committed to working collaboratively with CCAs to coordinate service to these large load customers.

A. The Role of CCAs as Default Providers

Q 166 CalCCA describes the role of CCAs as "default providers of generation service for all customers (residential and non-residential) in their service areas, subject to each customer's ability to opt out of CCA service."[205] Please address this statement.

A 166 Based on discovery responses, PG&E understands that CalCCA interprets the default provider role under California Public Utilities Code Section 366.2(c)(4) to require a CCA to offer universal service to all customers in a CCA's service territory, including both residential and non-residential (*e.g.* transmission-level) customers.[206] PG&E agrees with this interpretation and understands that, unless a potential transmission-level customer located in a

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[203] CalCCA Testimony at 17, line 3 to 21, line 2.

[204] CalCCA Testimony at 4, lines 11-18.

[205] CalCCA Testimony at 6, lines 23-25.

[206] Attachment H.

CCA's service area opts out of CCA service, that customer will be provided with generation service by the CCA.

Q 167 Can customers opt out of CCA service before electric service begins to the customer's facility?

A 167 Yes. As CalCCA explains, before starting electric service, a customer can opt out of CCA service and receive generation services from PG&E.[207] A customer can also opt to leave CCA service, but the customer's departure from CCA service to receive PG&E bundled service is conditioned on the terms in Electric Rule 23.

Q 168 CalCCA indicates that "no current standards exist" for sharing potential transmission-level customer information with CCAs.[208] Please address this statement.

A 168 PG&E recognizes that there are currently no Commission-approved standards or rules for sharing potential transmission-level customer information with CCAs, other than the rules recently adopted in the Interim Implementation Decision. This is exactly why PG&E is making a proposal in this proceeding for information sharing going forward and worked collaboratively with the CCAs on the information sharing rules adopted in the Interim Implementation Decision.[209]

B. The Need for CCAs To Have Access To Information Regarding Potential Transmission-Level Customers

Q 169 CalCCA expresses concerns about not getting information regarding new transmission-level customers until PG&E files an AL regarding the customer's interconnection.[210] Please address this concern.

A 169 Given the potential size of transmission-level customer load, PG&E recognizes the importance of sharing potential customer information as soon as that information is reasonably certain. This information should be shared with both CCAs and PG&E's Energy Procurement organization. PG&E believes that its information sharing proposal in this proceeding provides an

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[207] CalCCA Testimony at 7, lines 8-14.

[208] CalCCA Testimony at 8, lines 6-7.

[209] D.25-07-039, FOF 35.

[210] CalCCA Testimony at 9, lines 17-20.

appropriate framework for sharing this information while also addressing customer privacy and cybersecurity issues.

Q 170 CalCCA cites to several recent AL filings and asserts that PG&E did not timely share new transmission-level customer information.[211] Please address this assertion.

A 170 As CalCCA acknowledges earlier in its testimony, "no current standards exist" for sharing potential transmission-level customer information with CCAs.[212] Thus, when these ALs were filed, there was no Commission-approved standard for sharing potential customer information. PG&E is hopeful that an information sharing proposal adopted by the Commission in this proceeding will address CalCCA's concerns going forward.

Q 171 CalCCA addresses the importance of timely information to make generation procurement decisions beyond what is provided in the CEC's IEPR.[213] Please address CalCCA's comments.

A 171 While the CEC's IEPR provides helpful information for procurement planning, PG&E agrees that given the potential size of some transmission-level customer facilities, additional information is helpful in procurement planning. For this reason, PG&E has developed an information sharing proposal, described below in Issue 4.b, Section D, for sharing information with CCAs and PG&E's Energy Procurement organization.

Q 172 CalCCA raises concerns regarding competitive parity, procurement for reliability purposes, lack of notice to customers regarding generation options, and cost-effective procurement.[214] Please address these concerns.

A 172 As explained above, PG&E strongly believes that there should be Commission-approved information sharing rules for CCAs and PG&E's Energy Procurement organization. PG&E has proposed rules in Issue 4.b,

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[211] CalCCA Testimony at 10, line 3 to 11, line 6.

[212] CalCCA Testimony at 8, lines 6-7.

[213] CalCCA Testimony at 11, line 7 to 14, line 8.

[214] CalCCA Testimony at 14, line 10 to 17, line 2.

Section D. In addition, the issue of competitive parity[215] requires a brief response. PG&E's customer service planning and transmission planning organizations are separate from PG&E's Energy Procurement organization. PG&E's service planning and transmission planning organizations have not shared customer-specific information with the Energy Procurement organization earlier than information is shared with CCAs. As PG&E explained in a recent reply to CCA comments on an AL filed for a transmission-level interconnection to the STACK facility:

> The Joint CCAs also raise competitive concerns, implying that PG&E's energy procurement organization has access to this information before the CCAs do. Again, the Joint CCAs fail to include in their response discovery provided by PG&E that addresses this issue. In response to a Joint CCA data request, PG&E explained that its commercial procurement group, which provides electric commodity to customers, was <u>not</u> informed of the potential load associated with STACK until after this advice letter was filed. Thus, PG&E's commercial procurement group learned about the Agreement with STACK at the same time or after the Joint CCAs.[216]

Q 173 CalCCA references a quote from PG&E Vice President Gillian Clegg regarding data center applications as an indication that PG&E's Energy Procurement organization may have access to potential transmission-level load information.[217] Please address this concern.

A 173 As the quote cited by CalCCA makes clear, Ms. Clegg was referring to public statements made by PG&E. These statements are equally available to CCAs and PG&E's Energy procurement organization.

C. CalCCA's Information Sharing Proposal

Q 174 Please describe CalCCA's proposal for information sharing.

A 174 CalCCA's proposal includes three primary elements: (1) information regarding preliminary load inquiries; (2) Interconnection Application information; and (3) quarterly reports.[218]

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[215] CalCCA Testimony at 14, line 22 to 15, line 13.

[216] *See* PG&E Reply to Response from Joint CCAs to Advice 7569-E, (May 15, 2025), at 5 (footnotes omitted).

[217] CalCCA Testimony at 15, lines 1-9.

[218] CalCCA Testimony at 18, lines 3-23.

Q 175 Please address the first element regarding information sharing of preliminary load inquiries.

A 175 CalCCA made a similar proposal in its comments on the proposed decision addressing interim implementation. As PG&E explained in its reply comments:

> PG&E should not be required to provide information regarding load inquiries (as compared to actual Interconnection Applications) because these inquiries can come in many forms, are not centrally tracked, and are too preliminary to provide meaningful information. Providing this information is unnecessary and will not assist CCAs with resource planning given its very preliminary nature. Moreover, the terms "internal or external forecast" are unclear as to the specific forecast referenced.[219]

> In the Interim Implementation Decision, the Commission did not adopt the proposal for information sharing load inquiries. The outcome in a final decision should be the same. Given the preliminary nature of this information and the challenge in tracking what can be formal or informal inquiries, this aspect of CalCCA's proposal should not be adopted.

Q 176 Did the Interim Implementation Decision require sharing of preliminary load inquiries?

A 176 No.

Q 177 Please address the second element regarding Interconnection Application information sharing.

A 177 PG&E agrees with the second element of CalCCA's information sharing proposal with one change. CalCCA made a similar proposal regarding Interconnection Application information sharing in its comments on the proposed decision regarding interim implementation. PG&E did not oppose this aspect of CalCCA's proposal except that PG&E recommended the twenty (20) <u>calendar</u> day requirement to provide this information be changed to twenty <u>business</u> days. In its reply comments on the proposed decision, Cal Advocates agreed with changing twenty calendar days to twenty business days.[220] The Interim Implementation Decision adopted a

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[219] Pacific Gas and Electric Company's Reply Comments on Proposed Decision Regarding Interim Implementation, (July 15, 2025), at 1-2.✈

[220] California Community Choice Associations' Reply Comments on the proposed Decision Partly Granting and partly Denying Pacific Gas and Electric Company's Motion for Interim Implementation of Electric Rule Number 30, (July 15, 2025), at 2.✈

20 business day requirement.[221] PG&E recommends the same change be made in a final decision in this proceeding.

Q 178 Please address the third element regarding quarterly reporting.

A 178 PG&E supports CalCCA's proposal regarding quarterly reporting. This process was adopted in the Interim Implementation Decision[222] and should be adopted in a final decision as well.

Q 179 Does CalCCA propose any other changes to Electric Rule 30?

A 179 Yes. CalCCA proposes a revision to the definition of Retail Service in Electric Rule 30.[223] PG&E supports the revised definition of Retail Service adopted by the Commission in the Interim Implementation Decision.

Q 180 Are there any additional changes to Electric Rule 30 proposed by CalCCA?

A 180 Yes. CalCCA proposes including a new provision that provides potential transmission-level customers with notice regarding information sharing.[224] In response to the Interim Implementation Decision, PG&E submitted to the Commission by a Tier 1 AL proposed changes to Electric Rule 30 for purposes of interim implementation including the following provision:

> INFORMATION SHARING WITH CCAs. For any Facility at a location within the service area of a CCA, the CCA is the default provider of generation service. The affected CCA will automatically serve any new Applicant in its service area subject to the choice of the Applicant to opt out of CCA service to receive generation service from PG&E. Upon receipt of an application for Retail Service for a Facility in a CCA's service area, PG&E will provide the affected CCA a copy of the application within twenty (20) business days of receipt, to ensure the CCA receives key information about the Retail Service request to inform the CCA of the new customer, including the customer contact information, location, facility type, capacity ramp schedule, on-site generation, and requested timing for the interconnection. PG&E will also provide to the affected CCA quarterly reports that provide updates on the proposed interconnection timelines related to Applicant, and any changes to customer information or timelines. Information provided by PG&E to the CCA is subject to confidentiality protections established by the CPUC.[225]

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[221] D.25-07-039, Ordering Paragraph (OP) 7(b).

[222] D.25-07-039, Conclusion of Law 13.

[223] CalCCA Testimony at 19, line 26 to 20, line 4.

[224] CalCCA Testimony at 19, 1-24.

[225] AL 7671-E, Electric Rule 30.A.8.

PG&E supports adding this language to the version of Electric Rule 30 approved by the Commission in a final decision.

Q 181 Did CalCCA make any proposals regarding changes to PG&E's Interconnection Application and notice to customers regarding CCA service?

A 181 Yes. CalCCA proposed that the Interconnection Application be modified to include CCA-related information similar to language proposed by CalCCA for Electric Rule 30 and that PG&E provide information to potential customers regarding CCA service.[226] PG&E does not oppose this proposal.

D. PG&E's Information Sharing Proposal

Q 182 PG&E has indicated that it supports, with limited modifications, elements 2 and 3 of the CalCCA information sharing proposal described above (i.e., sharing application information and quarterly reporting), a revised definition of "Retail Service", and adding customer notice provisions in Electric Rule 30 and the application for transmission level service. Are there additional information sharing requirements that PG&E proposes the Commission adopt?

A 182 Yes. In a final decision on Electric Rule 30, PG&E proposes that the Commission: (1) approve changes to the existing non-disclosure agreement between PG&E and a CCA; (2) require privacy and cybersecurity reviews for CCAs; (3) expressly state that information shared with CCAs can also be shared with PG&E's Energy Procurement organization; and (4) require the coordination of service between CCAs and PG&E. Each of these proposals is addressed below.

1. Proposed Changes to the PG&E-CCA Non-Disclosure Agreement

Q 183 In its testimony, does CalCCA reference the existing Non-Disclosure Agreement (NDA) between CCAs and PG&E?

A 183 Yes, as CalCCA explains, there is a currently effective NDA that has been approved by the Commission for information sharing between PG&E and

[226] CalCCA Testimony at 20, lines 15-22.

CCAs.[227] Although portions of the NDA date back more than a decade, the NDA was last approved by the Commission on February 4, 2021 in connection with AL 6050-E ("2021 CCA NDA"). The form NDA is currently reflected in PG&E Sample Form No. 79-1031.

Q 184 Please describe PG&E's proposed changes to the NDA as well as similarities between the proposed NDA and the 2021 NDA.

A 184 The new CCA NDA is intended to be a comprehensive NDA that will protect all confidential PG&E and customer information shared with CCAs. The proposed NDA incorporates significant sections and language from both the current 2021 CCA NDA and the CCA NDA template for Provision of Emergency Load Reduction Program Subgroup and Subgroup A.6 Customer Enrollment Data ("ERLP NDA"). The proposed NDA includes detailed provisions on the definition and handling of "Confidential Information," which closely mirrors the language found in 2021 CCA NDA. Specifically, the sections on the types of customer information considered confidential, such as service agreement numbers, meter numbers, and usage data, are taken from the 2021 CCA NDA. However, importantly, the new draft NDA also references the types of information that will be shared by PG&E under Electric Rule 30, such as retail transmission applications, PES Reports, and executed Interconnection Agreements. In addition, the conditions regarding the use, nondisclosure, and protection of this information, including the requirement for CCA employees and agents to sign a non-disclosure certificate, are also derived from the 2021 CCA NDA.

Q 185 Are there additional provisions that you would like to highlight?

A 185 Yes. The proposed NDA incorporates language from the ERLP NDA in its sections on compliance with applicable laws and the security measures required to protect confidential information. The emphasis on adhering to the California Consumer Privacy Act (CCPA) and California Privacy Rights Act (CPRA) and the detailed security protocols, such as user authentication and the prohibition of sharing confidential information for secondary commercial purposes, are taken directly from the ERLP NDA. The document also includes similar provisions for the return or destruction of

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[227] CalCCA Testimony at 9, lines 9-10.

confidential information upon termination of the agreement, reflecting the language and structure found in the ERLP NDA.

The proposed NDA borrows the structure and language for the sections on "Disclosures Required by Law" and "Return or Destruction of Confidential Information" from the 2021 CCA NDA. These sections outline the procedures for handling confidential information when disclosure is mandated by law, and the steps required to return or destroy confidential information upon the termination of the agreement.

Finally, the proposed NDA incorporates the indemnification and liability clauses from both the 2021 CCA NDA and the ERLP NDA. These clauses outline the responsibilities and liabilities of the parties involved in the agreement, including the requirement for the CCA to indemnify PG&E against any claims arising from the misuse or unauthorized disclosure of confidential information. The language used in these clauses is a combination of the provisions found in both source documents, ensuring comprehensive coverage of the parties' obligations and liabilities.

Q 186 Is PG&E providing a copy of the proposed NDA with this Rebuttal Testimony?

A 186 Yes. A clean copy of the proposed NDA is included as Attachment I and a red-line version of the proposed NDA comparing it to the 2021 CCA NDA is provided as Attachment J.

2. Proposed Cybersecurity and Privacy Reviews

Q 187 Please describe the cybersecurity review PG&E proposes as a part of the information sharing process between CCAs and PG&E for Electric Rule 30 information.

A 187 The purpose of the Third-Party Cyber-Security Review (TSR) process is to help PG&E validate that entities receiving customer information, such as CCAs, have proper cybersecurity controls to prevent: (1) unauthorized access to customer data; (2) passing of malware via network connection; and (3) introduction of viruses to our network and grid. The TSR process is based on the NIST 800-53 framework, a comprehensive catalog of security and privacy controls for information systems and processes. The TSR process begins with a questionnaire regarding a third-party's current cybersecurity protocols and processes. The TSR team then works with the third-party, such as a CCA, to review responses and evidence to validate the effective operation of cybersecurity controls. Any deviations from PG&E standards for cybersecurity safety needs to be promptly remediated.

Q 188 In your opinion, is the cybersecurity review beneficial to CCAs?

A 188 Yes. PG&E has invested substantial time and resources into developing state of the art cybersecurity procedures and protocols. Given the rapid growth of cybersecurity threats, PG&E believes that it is important in sharing customer information to ensure that the party receiving that information has adequate cybersecurity protections in place to minimize the risk of data breaches and customer information loss. PG&E will not charge CCAs for the TSR and believes that CCAs will benefit from receiving this free TSR to test and potentially strengthen their own cybersecurity procedures and protocols. PG&E believes that by working together with CCAs on cybersecurity safety, we can collectively mitigate cybersecurity risks.

Q 189 Has PG&E conducted any TSR of a CCA in the past?

A 189 Yes, we performed a TSR on East Bay Community Energy.

Q 190 How many third-party TSRs has PG&E conducted to date?

A 190 In 2024, PG&E performed 1,879 TSRs.

Q 191 How much time is typically involved in the TSR?

A 191 Our standard is for a TSR to be complete within 60 days, but it often takes much less time depending on the responsiveness of the party.

Q 192 Please describe the privacy review PG&E proposes as a part of the information sharing process between CCAs and PG&E for Electric Rule 30 information.

A 192 The Privacy Risk Assessment (PRA) consists of 10-20 questions. The questions focus on processing activity, shared data elements, data subject and volume. The purpose of the PRA is to assess for and mitigate privacy risks, such as data loss or breach, and to ensure that the processing activities do not conflict with privacy laws such as CCPA, Health Insurance Portability and Accountability Act (HIPAA), and Electric Rule 27. Data that is aggregated (in accordance with CPUC aggregation rules), anonymized or that does not include personal information is not in scope for a PRA.

Q 193 How many third-party PRAs has PG&E conducted to date?

A 193 PG&E has completed nearly 3,000 PRAs since 2022.

Q 194 How much time is typically involved in the PRA process?

A 194 PRAs typically are completed within 10 business days, although some PRAs can take longer based on complexity.

3. Sharing Information with PG&E's Energy Procurement Organization

Q 195 What is PG&E's proposal about sharing information with its Energy Procurement organization?

A 195 As I indicated earlier, PG&E has not shared potential transmission-level customer information with its Energy Procurement organization in advance of sharing with CCAs. In a final decision on Electric Rule 30 information sharing, PG&E requests that the Commission state that information shared with CCAs as a part of Electric Rule 30 can be shared at the same time with PG&E's Energy Procurement organization.

4. Coordination of Service

Q 196 Can a transmission-level customer located in a CCA's service area elect to opt out of CCA service?

A 196 Yes. As CalCCA recognizes, customers can elect to opt out of CCA service and instead receive service from PG&E.[228]

Q 197 Please explain PG&E's proposal for coordination of service.

A 197 Just as CCAs need information sufficiently in advance to prepare to provide electric service to large load customers, PG&E also needs information if the customer elects to opt out of CCA service. Early clarity around who will serve large load customers best supports efficient planning practices.

To ensure coordination among transmission-level customers, CCAs, and PG&E, no later than forty-five (45) days after a PES Report is provided to a potential transmission-level customer, the customer should provide notice to the CCA and PG&E whether the customer will take default service from the CCA or has elected to receive service from PG&E. If the customer elects CCA service, thirty (30) days after receiving the transmission-level

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[228] See e.g., CalCCA Testimony at 6, line 23 to 7, line 14.

customer notice, the CCA shall confirm that it will provide service to the customer.

This proposal provides greater certainty for the transmission-level customer, CCA, and PG&E as to which entity will be providing electricity to the transmission-level customer once the facility comes on-line and will allow either PG&E or the CCA to complete the resource planning process. In addition, forty-five days provides sufficient time for a customer to meet with the CCA, evaluate its options, and make a decision as to how it wants to proceed. The notice from the CCA is important to confirm that the CCA will be providing service if the customer does not opt out.

Q 198 Are there additional issues that will need to be addressed regarding resource planning, cost responsibility, and cost recovery for generation services provided to a new transmission-level customer.

A 198 Yes. PG&E recognizes that this proceeding is not intended to address “rate structures, resource adequacy, reliability and incremental generation costs.”[229] Thus, in this proceeding, we are not making proposals regarding resource planning, cost responsibility, and cost recovery for generation services provided to a new transmission-level customer. However, these are critical issues that the Commission needs to take up in the appropriate venue as soon as possible to provide more guidance and direction for CCAs, PG&E, and transmission-level customers.

[229] Scoping Memo at 5.

Issue 5 – Accounting and operational reporting process:

Issue 5.a: What accounting and operational reporting requirements are needed to implement Electric Rule 30? [Karen Khamou Ornelas]

Q 199 Did any party address Issue 5.a in testimony?

A 199 No.

Q 200 Does PG&E have any additional testimony on this issue beyond what was provided in Supplemental Testimony?

A 200 Yes. In PG&E's Supplemental Testimony, it described a Tier 2 AL process for form agreements approved through interim implementation.[230] Once the Commission issues a final decision addressing Electric Rule 30 and the form agreements, the interim implementation Tier 2 process will no longer be necessary. Thus, PG&E proposes ending this interim implementation process after the Commission issues a final decision.

Q 201 PG&E's Supplemental Testimony also describes a quarterly reporting process during the interim implementation period.[231] Does PG&E propose continuing this process after the Commission issues a final decision in this proceeding?

A 201 Partially. In the Interim Implementation Decision, the Commission adopted a quarterly reporting process for Electric Rule 30.[232] PG&E proposes continuing this same process after a final decision is issued in this proceeding. However, as discussed above in Issue 4.a, Section D, a number of parties have proposed reporting requirements which may overlap and be duplicative. To address this, PG&E has proposed working with Energy Division to develop reporting templates and requirements that ensure reporting is not unnecessarily duplicated or burdensome.

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[230] PG&E Supplemental Testimony at 56, line 6 to 57, line 2.

[231] PG&E Supplemental Testimony at 57, lines 3-23.

[232] D.25-07-039, OP 6.

Issue 5.b: Should PG&E's request to establish a memorandum account to track interest payments for CPUC-jurisdictional facilities under Electric Rule 30 be approved? [Karen Khamou Ornelas]

Q 202 Did any party address Issue 5.c in testimony?

A 202 Not directly. Cal Advocates opposes the payment of interest on Advances and Actual Cost Payments but does not address the memorandum account specifically.

Q 203 Does PG&E have any additional testimony on this issue other than what is provided in Supplemental Testimony?

A 203 No.

Issue 5.c: When seeking to recover amounts in the memorandum account, what accounting requirements should PG&E demonstrate, including (1) paying the appropriate interest rate, (2) paying interest on amounts refunded to the transmission-level customer for facilities included in CPUC-jurisdictional rates, and (3) appropriately calculating the interest amount? [Karen Khamou Ornelas]

Q 204 Did any party address Issue 5.c in testimony?

A 204 No.

Q 205 Does PG&E have any additional testimony on this issue other than what is provided in Supplemental Testimony?

A 205 No.

Issue 5.d: Should the requirements of the Commission's Standard Practice U-27-W be required? [Karen Khamou Ornelas]

Q 206 Did any party address Issue 5.d in testimony?

A 206 No.

Q 207 Does PG&E have any additional testimony on this issue other than what is provided in Supplemental Testimony?

A 207 No.

Issue 6 – Implementation: Should PG&E be directed to file a Tier 1 AL after a Commission decision is issued in this proceeding directing PG&E to file a revised Electric Rule 30 and form agreements within 45 days of a final decision? [Karen Khamou Ornelas]

Q 208 Did any party address Issue 6 in testimony?

A 208 No.

Q 209 Does PG&E have any additional testimony on this issue other than what is provided in Supplemental Testimony?
A 209 No.

PACIFIC GAS AND ELECTRIC COMPANY

ATTACHMENT A

ELECTRIC RULE 30 TARIFF (CLEAN)

ELECTRIC RULE NO. 30
RETAIL SERVICE TRANSMISSION FACILITIES

APPLICABILITY: This Rule is applicable to Transmission Facilities to furnish Retail Service to non-residential Applicants for a Facility at transmission voltages from 50 kV up to and including 230 kV. A determination of the voltage at which an Applicant shall receive Retail Service for a Facility shall be made by PG&E. If PG&E determines that an Applicant shall receive Retail Service at a Facility at less than 50 kV, Applicant shall not be eligible to receive service under this Rule.

In this Rule, capitalized terms are defined in Section G.

A. GENERAL

1. TRANSMISSION FACILITIES

a. DESIGN. PG&E will be responsible for planning, designing, and engineering Transmission Facilities using PG&E's standards for material, design, and construction. Applicants may be eligible for the Applicant Build Option in Section E.

b. CONSTRUCTION AND DESIGN SPECIFICATIONS, STANDARDS, TERMS, AND CONDITIONS

1) In compliance with California Public Utilities Code Section 783(g)(1), PG&E will apply only those construction and design specifications, standards, terms, and conditions that are applicable to a new project under this Rule for the 18 months following the date an Applicant's application is approved.

2) Consistent with California Public Utilities Code Section 783(g)(2), PG&E may adopt modifications to those construction and design specifications, standards, terms, and conditions applicable to a new project under this Rule only in accordance with any of the following:

a) An order or decision of the CPUC or any other state or federal agency with jurisdiction.

b) A work order issued by PG&E to implement construction or design changes necessitated by an Applicant-driven scope of work modification.

c) A material-related design change identified by PG&E to remedy a construction material defect that could pose a risk to public safety.

3) Consistent with California Public Utilities Code Section 783(h)(1), the Applicant's application approval date refers to the earlier of either: (1) the effective date of the contract for electric service; or (2) the date when PG&E first invoices the Applicant for the extension of electric service.

c. OWNERSHIP. The Transmission Facilities installed under the provisions of this Rule shall be owned, operated, and maintained by PG&E, except for Substructures and

enclosures that are on, under, within, or a part of a building or structure owned by Applicant.

d. SERVICE FROM NON-PG&E FACILITIES. PG&E shall not be required to serve any Applicant from Transmission Facilities that are not owned, operated, and maintained by PG&E.

2. TRANSMISSION FACILITIES LOCATION AND PREMISE LAND RIGHTS

a. RIGHTS OF WAY. PG&E will own, operate, and maintain Transmission Facilities only:

1) Along public streets, alleys, roads, highways and other publicly dedicated ways and places which PG&E has the legal right to occupy; and

2) On public lands and private property across which rights of way and permits satisfactory to PG&E may be obtained.

b. NORMAL ROUTE OF TRANSMISSION LINE. The length and normal route of a Transmission Line will be determined by PG&E, and considered as the distance along the shortest, most practical, available, and acceptable route, which is clear of obstructions from the service connection to PG&E's nearest permanent and available transmission facility with both sufficient existing or otherwise planned capacity and adequate existing or otherwise planned protection to completely interconnect and adequately serve the Applicant’s Facility.

c. LAND RIGHTS ON APPLICANT’S PREMISES. Applicant shall provide without cost to PG&E all land and/or permanent rights of way or easements, satisfactory to PG&E on Applicant’s Premises that PG&E deems necessary in order to provide Retail Service to the Facility. Land and/or property rights on the Premises provided by the Applicant to PG&E shall not be considered a Contribution if the land and/or property rights are solely needed to provide Retail Service to the Facility, where the facilities are dedicated to Applicant and not capable of expansion to serve others.

3. SPECIAL FACILITIES. PG&E normally installs only those standard facilities which PG&E deems are necessary to provide Retail Service. Applicant may request Special Facilities and/or Special Facilities may be required in order to provide Retail Service to Applicant’s Facility. PG&E may decide not to install Special Facilities. If PG&E agrees to install Special Facilities, then Applicant shall bear Incremental Special Facilities Costs, ITCC if applicable, and the Special Facilities Monthly Cost of Ownership Charge.

a. Special Facilities include: (1) facilities requested by the Applicant beyond those PG&E would normally provide for standard service to bona-fide load, where bona-fide load is determined by PG&E using actual and historic load(s) for customer(s) of similar type and size; (2) facilities and/or portions of facilities constructed for the sole use of the Applicant at the Applicant’s request which would normally be constructed to allow for potential use by other customers; and/or (3) facilities required by project-specific circumstances, such as but not limited to space constraints, which results in additional costs. For purposes of the definition of Special Facilities, PG&E would normally provide for delivery of service at one point, through one meter, at one voltage class under its tariff schedules.

b. Special Facilities shall be installed, owned, and maintained by PG&E as an accommodation to the Applicant only if: (1) PG&E agrees to the installation of Special Facilities; and (2) the reliability of service to PG&E's other customers is not impaired by the Special Facilities.

c. Special Facilities will be installed under the terms and conditions of a Special Facilities Agreement in the form on file with the CPUC.

d. When Special Facilities are requested by the Applicant and/or required by project-specific circumstances, PG&E shall provide to the Applicant a Standard Facilities Cost Estimate and a Special Facilities Cost Estimate.

e. A Special Facilities Monthly Cost of Ownership Charge shall be paid by the Applicant consistent with the percentage in Electric Rule No. 2.I.3.b, as may be amended from time to time.

f. In accordance with Electric Rule No. 2.I.3.d, as may be amended from time to time, where PG&E determines the collection of continuing Special Facilities Monthly Cost of Ownership Charges is not practicable, the Applicant shall be required to make an equivalent one-time payment in lieu of the Special Facilities Monthly Cost of Ownership Charge.

4. CONTRACTS. To receive Retail Service under this Rule, Applicant shall execute all necessary written contract(s). Such contracts shall be in the form on file with the CPUC.

5. ACCESS TO APPLICANT'S PREMISES. PG&E shall at all times have the right to enter and leave Applicant's Premises for any purpose connected with the furnishing of Retail Service (meter reading, inspection, testing, routine repairs, replacement, maintenance, vegetation management, emergency work, etc.) and the exercise of any and all rights secured to it by law or under PG&E's applicable tariff schedules. These rights may include but are not limited to: (1) the installation and use of a PG&E-approved locking device; (2) safe and ready access for PG&E personnel free from unrestrained animals; (3) unobstructed ready access for PG&E's vehicles and equipment to install, remove, repair, or maintain its facilities; and (4) removal of any and all of PG&E's property installed on Applicant's Premises after the termination of service.

6. WORK PERFORMED ON TRANSMISSION FACILITIES. Only personnel duly authorized by PG&E are allowed to connect or disconnect service conductors to or from PG&E-owned electrical facilities, remove PG&E-owned electrical facilities and equipment, or perform any work upon PG&E-owned electrical facilities.

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7. FACILITY TAMPERING. Applicant shall provide a suitable means acceptable to PG&E for placing PG&E's seals on meter rings and covers of service enclosures and instrument transformer enclosures which protect unmetered energized conductors installed by Applicant. All PG&E-owned meters and enclosure covers will be sealed only by PG&E's authorized employees and such seals shall be broken only by PG&E's authorized employees. However, in an emergency, PG&E may allow a public authority or other appropriate party to break the seal. Any unauthorized tampering with PG&E-owned seals or connection of Applicant-owned facilities to unmetered conductors at any time is prohibited and is subject to the provisions of Electric Rule No. 11, as may be amended or modified.

8. INFORMATION SHARING WITH CCAs. For any Facility at a location within the service area of a CCA, the CCA is the default provider of generation service. The affected CCA will automatically serve any new Applicant in its service area subject to the choice of the Applicant to opt out of CCA service to receive generation service from PG&E. Upon receipt of an application for Retail Service for a Facility in a CCA's service area, PG&E will provide the affected CCA a copy of the application within twenty (20) business days of receipt, to ensure the CCA receives key information about the Retail Service request to inform the CCA of the new customer, including the customer contact information, location, facility type, capacity ramp schedule, on-site generation, and requested timing for the interconnection. PG&E will also provide to the affected CCA quarterly reports that provide updates on the proposed interconnection timelines related to Applicant, and any changes to customer information or timelines. Information provided by PG&E to the CCA is subject to confidentiality protections established by the CPUC.

B. INSTALLATION AND METERING REQUIREMENTS AND FACILITY RESPONSIBILITIES

1. UNDERGROUND TRANSMISSION FACILITIES. PG&E is responsible for furnishing and installing cables, switches, and other electrical facilities required for any underground Transmission Facilities. Underground facilities are not eligible to be a part of the Applicant Build Option in Section E.

2. OVERHEAD TRANSMISSION FACILITIES. PG&E is responsible for furnishing and installing all overhead and above-ground facilities required for the Transmission Facilities, subject to the Applicant Build Option in Section E.

3. APPLICANT BUILD OPTION. Applicant may elect to design, procure, construct, and install, in accordance with PG&E's standards and specifications and using qualified contractors, Applicant Build Facilities. See Section E for further details.

4. METERING FACILITIES

   a. METER USAGE AND LOCATION. Delivery of all electric power and energy will be metered, unless otherwise provided for by PG&E's tariff schedules or by other applicable laws. All meters and associated metering equipment shall be located at some protected location on Applicant's Premises as approved by PG&E.

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b. NUMBER OF METERS. Normally only one meter will be installed for a single non-residential enterprise on a single Premises, except: (1) when otherwise required or allowed under PG&E's tariff schedules; (2) at the option of and as determined by PG&E, for its operating convenience, consistent with its engineering design; (3) when required by law or local ordinance; (4) when additional services are granted by PG&E; or (5) when otherwise approved by PG&E.

c. MULTIPLE OCCUPANCY. In a building with two or more tenants, or where more than one meter is used on the same Premises, the meters normally shall be grouped at one central location, or as otherwise specified by PG&E, and each meter position or socket shall be clearly and permanently marked by Applicant and/or the owner of the Premises to indicate the particular unit, occupancy, or load supplied by it. For revenue billing electric service shall be individually metered to each tenant in a non-residential building or group of buildings or other development on a single Premises with multiple tenants or enterprises (such as, but not limited to, an office building or shopping center complex). Alternative metering arrangements as determined by PG&E may be allowed only as specified in Electric Rule No. 18 and applicable rate schedules.

d. PG&E-OWNED METERS. When a meter is owned by PG&E, PG&E will be responsible for the necessary instrument transformers where required, test facilities, meters, associated metering equipment, and the metering enclosures when PG&E elects to locate metering equipment at a point that is not accessible to Applicant.

5. APPLICANT FACILITY RESPONSIBILITIES. Applicant shall, at its sole liability, risk, and expense, be responsible to furnish, install, own, maintain, inspect, and keep in good and safe condition, all facilities of any kind or character on Applicant's Premises that are not the responsibility of PG&E but are required by PG&E for Applicant to receive Retail Service. Such facilities shall include but are not limited to the overhead or underground termination equipment, conduits, service entrance conductors, connectors, meter sockets, meter and instrument transformer housing, service switches, circuit breakers, fuses, relays, wireways, metered conductors, machinery and apparatus of any kind or character. Detailed information on PG&E's service equipment requirements will be furnished to the Applicant by PG&E.

6. APPLICANT REASONABLE CARE OF PG&E FACILITIES. Applicant shall exercise reasonable care to prevent PG&E's Transmission Facilities and/or meters on the Applicant's Premises from being damaged or destroyed and shall refrain from interfering with PG&E's operation of the facilities and shall notify PG&E of any obvious defect.

C. ADVANCES, CONTRIBUTIONS, AND ACTUAL COST PAYMENTS

1. GENERAL. Figure 1 below provides an illustrative diagram of the potential different components of Transmission Facilities that may be required in response to an Applicant's request for Retail Service at its Facilities and/or Premises.

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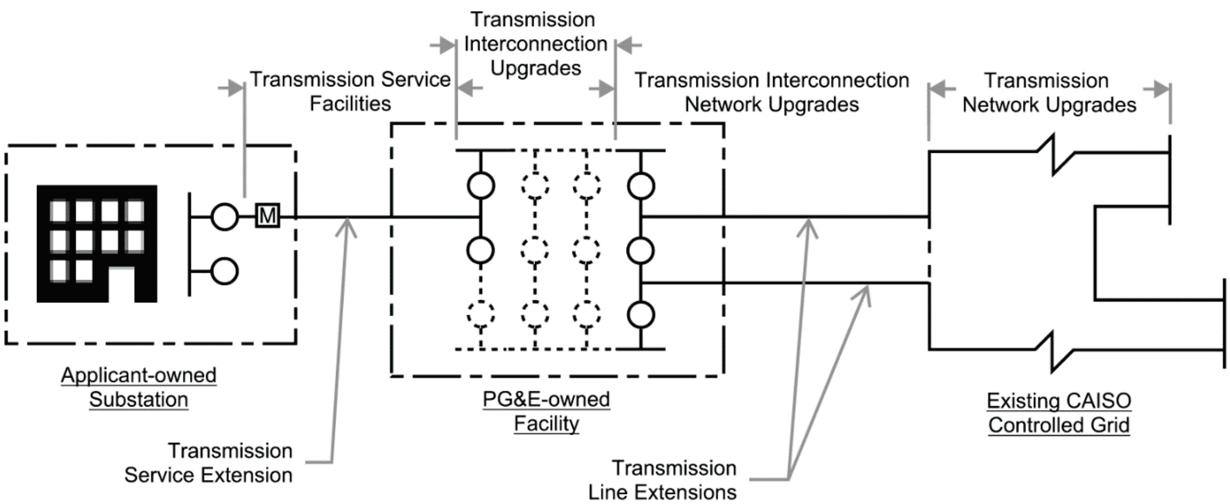
Figure 1: Illustrative Diagram of Transmission Facility Types
(Dashed lines represent potential future Transmission Interconnection Upgrades)



2. REQUIRED ADVANCE FOR FACILITY TYPES 1-3. An Advance is required from the Applicant for the design, procurement, construction, and/or installation work that has been or will be performed by PG&E for Transmission Service Facilities (Facility Type 1), Transmission Interconnection Upgrades (Facility Type 2), and Transmission Interconnection Network Upgrades (Facility Type 3). The Advance is based on the Project Specific Cost Estimate provided by PG&E and mutually agreed upon by Applicant. An Advance is not required for Transmission Network Upgrades (Facility Type 4).

   a. An Applicant may be required to provide separate advances for preliminary work performed by PG&E. To the extent that these preliminary advances are not included within the scope of the Advance required in this Rule, they will be addressed through agreements and/or form contracts between PG&E and the Applicant. These advances, which are outside of the scope of the Rule 30 Advance, may not be refundable.

   b. The amount and timing of payment for Advances under this Rule shall be specified in a CPUC-approved form contract between the Applicant and PG&E. If the Applicant fails to pay the Advance in the time specified, PG&E reserves the right to stop performance of its work. If PG&E stops performance, and Applicant subsequently pays the Advance, the timing of PG&E re-commencing work shall be based on availability of resources.

3. OPTIONAL CONTRIBUTIONS. Applicant may provide in-kind services, equipment, and/or land and property rights to PG&E for purposes of installing the Transmission Facilities.

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a. Before providing any Contribution to PG&E, Applicant shall provide to PG&E a binding estimated cost of each service, piece of equipment, and/or land and property rights included in the Applicant's proposed Contribution.

b. After receiving the binding estimated cost, PG&E will accept the Applicant's proposed Contribution if it provides a lesser cost than what PG&E would pay for the same equipment, property rights, or in-kind service unless reasonable circumstances exist to reject the Contribution.

c. Consistent with Section A.2.c, land and/or property rights provided on the Applicant's Premises shall not be considered a Contribution if the land and/or property rights are solely needed to provide Retail Service to the Facility, where the facilities are dedicated to Applicant and not capable of expansion to serve others.

4. ACTUAL COST PAYMENTS. PG&E is entitled to receive from Applicant PG&E's Actual Costs for work performed on the Transmission Service Facilities (Facility Type 1), Transmission Interconnection Upgrades (Facility Type 2), and/or Transmission Interconnection Network Upgrades (Facility Type 3).

   a. When PG&E's Actual Costs for work on the Transmission Service Facilities, Transmission Interconnection Upgrades, and/or Transmission Interconnection Network Upgrades exceed the Advance, PG&E will submit an invoice to Applicant, in accordance with PG&E invoicing standards, not more than once each month for Actual Costs incurred by PG&E to date that exceed the Advance. PG&E and the Applicant will determine and mutually agree upon the timing for providing invoices but not more than once each month.

   b. Applicant shall pay all invoiced amounts within forty-five (45) calendar days after receipt of PG&E's invoice ("Actual Cost Payments"). If the Applicant does not pay PG&E within forty-five (45) calendar days after receipt of an invoice, the Applicant shall pay PG&E interest on the unpaid amount at the Interest Rate. PG&E shall also be entitled to stop performance of its work until an overdue payment is received. If PG&E stops performance, and Applicant subsequently pays outstanding invoiced amounts, the timing of PG&E re-commencing work shall be based on availability of resources.

   c. The Applicant shall have reasonable access to PG&E's accounts and records for the purposes of reviewing PG&E's invoices for payment and auditing PG&E's Actual Costs. Audit request(s) and support will be at the expense of the Applicant. Audit requests shall be made in writing to PG&E and shall specify the material(s) and information requested. Audit findings will also be made available to CPUC Energy Division staff.

5. TAX. All taxable Advances, Contributions, and/or Actual Cost Payments by Applicant shall include an Income Tax Component of Contribution (ITCC) at the rate provided in PG&E's Preliminary Statement J. ITCC will be either refundable or non-refundable in

accordance with the corresponding Advances, Contributions, and/or Actual Cost Payments.

6. JOINT APPLICANTS. In circumstances where several Applicants are seeking Retail Service and the same Transmission Interconnection Upgrades and/or Transmission Interconnection Network Upgrades are required to furnish Retail Service to each of these Applicants (Joint Applicants), the Joint Applicants shall mutually agree on apportioning among themselves the Advances, Contributions, and/or Actual Cost Payments for the Transmission Interconnection Upgrades and/or Transmission Interconnection Network Upgrades (Apportionment Agreement) and shall provide the written Apportionment Agreement to PG&E in a form acceptable by PG&E before any of the Joint Applicants executes a contract(s) for electric service. Where necessary, PG&E will work with the Joint Applicants to facilitate an Apportionment Agreement. If the Joint Applicants are unable to agree on the terms of an Apportionment Agreement, PG&E shall prepare an Apportionment Agreement that each Joint Applicant will be required to execute in order to receive Retail Service. The Apportionment Agreement shall be incorporated into each Joint Applicant's contract(s) for Retail Service.

7. TERMINATION OF SERVICE REQUEST PRIOR TO TRANSMISSION FACILITIES BEING PUT INTO SERVICE. If at any point in time prior to the Transmission Facilities going into service, the Applicant terminates its request for Retail Service as a result of bankruptcy or for any other reason, PG&E reserves the right to retain the portion of any Advance and/or Actual Cost Payments that it has earned based on the work performed for the Applicant prior to termination. PG&E shall return to Applicant any portion of the Advance and/or Actual Cost Payments that exceed the cost of the work performed by PG&E prior to the Applicant's termination. Termination of a request for retail Service from the Applicant must be provided in writing to PG&E.

8. FAILURE TO TAKE SERVICE. If the Applicant does not take any electrical service from PG&E for any reason by the end of the first calendar year after the Transmission Facilities are in service, the Applicant forfeits the right to receive any Refund under Section D.

9. EXCESS FACILITIES. If the Applicant's Load is significantly lower than the Applicant's Usage Forecast, PG&E reserves the right to remove, abandon, or replace Excess Facilities and Applicant shall pay PG&E its Actual Costs to remove, abandon, or replace the Excess Facilities, less the estimated salvage of any removed facilities.

10. REFUND OF ADVANCE IN EXCESS OF ACTUAL COSTS. If PG&E's Actual Costs for the Transmission Service Facilities, Transmission Interconnection Upgrades, and/or Transmission Interconnection Network Upgrades are less than the Advance, PG&E shall refund to the Applicant the amount of the Advance that exceeds the Actual Costs. The refund shall include interest on the refunded amount at the Interest Rate accruing during the Interest Period. The Applicant is not entitled to interest on any ITCC amount included in the Advance.

D. REFUNDS

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1. GENERAL. Refunds may be provided by PG&E to the Applicant during the Refund Period. Applicant may be eligible for Refunds of the following amounts:

   a. Adjusted Applicant Payment

   b. Adjusted Contribution Cost

   c. Adjusted Applicant Build Cost

   These three amounts are referred to as the Total Refund Amount.

2. REFUND AVAILABILITY. Refunds are available for Transmission Service Facilities, Transmission Interconnection Upgrades, and/or Transmission Interconnection Network Upgrades. Refunds are not available for Transmission Network Upgrades because an Applicant is not required to provide an Advance and/or Actual Cost Payments for a Transmission Network Upgrade.

3. REFUND PERIOD. The Refund Period shall start in the first full calendar year after the Transmission Facilities go into service and shall last for ten (10) years. After the Refund Period ends, the Applicant shall not be entitled to any further Refunds. The total Refunds received by Applicant during the Refund Period may be less than the Total Refund Amount but shall never exceed the Total Refund Amount.

4. REFUND CALCULATION:

   a. PG&E will calculate Refunds, if any, for the first three calendar years of the Refund Period using the Base Annual Revenue Calculation. The Refund Amount for the calendar year shall be the Base Annual Revenue Calculation less any Refunds paid to the Applicant in prior calendar years during the Refund Period.

   b. The Applicant is responsible for notifying PG&E if new, permanent load is added during the fourth through tenth year of the Refund Period no later than December 31st of the calendar year and providing documentation of the new, permanent load. If the Applicant does not provide PG&E notice by December 31st, PG&E will not calculate or provide a Refund for that calendar year.

   c. The total Refunds provided during the Refund Period shall not exceed the Total Refund Amount.

   d. At the end of the Refund Period, if the total Refunds are less than the Total Refund Amount, Applicant forfeits its right to receive any additional Refunds.

   e. As a part of a Refund, the Applicant is entitled to interest accruing during the Interest Period at the Interest Rate on any Advance and/or Actual Cost Payment. The Applicant is not entitled to interest on: (1) any interest for any period of time after the Interest Period; (2) any ITCC payments or amounts provided to PG&E; and (3) any Adjusted Contribution Cost and/or Adjusted Applicant Build Cost.

f. Applicant may also receive refundable ITCC.

5. REFUND TIMING. Refunds for a calendar year during the Refund Period will be made by PG&E within one hundred and twenty (120) days after the end of the calendar year.

6. MONTHLY OWNERSHIP CHARGE. When any portion of the Total Refund Amount has not been provided as a Refund after the first calendar year of the Refund Period, for each calendar year during the Refund Period following the first calendar year, the customer-financed Cost of Ownership percentage from Electric Rule No. 2.I.3.b, as may be amended from time to time, shall be applied to the difference between the Total Refund Amount and the Refunds paid to date and paid by the Applicant as a Monthly Ownership Charge. The Monthly Ownership Charge serves to recover the cost of operating and maintaining Transmission Facilities that are not fully utilized.

   a. The Monthly Ownership Charge shall be accrued annually and be deducted from subsequent Refunds due to the Applicant. Monthly Cost of Ownership costs are in addition to the refundable amount and will normally be accumulated and deducted from Refunds due to Applicant.

7. JOINT APPLICANTS. In the circumstance of Joint Applicants as provided in Section C.6, Refunds will be distributed to the Joint Applicants in the proportion specified in their Apportionment Agreement.

8. AUDIT OF ACTUAL CONTRIBUTION COSTS FOR PURPOSES OF REFUND. To the extent that Applicant seeks a Refund of costs for Contributions, PG&E shall have reasonable access to Applicant's accounts and records for the purposes of reviewing and/or auditing the actual cost incurred by the Applicant for the Contribution. Audit request(s) and support will be at the expense of PG&E. Audit requests shall be made in writing to Applicant and shall specify the material(s) and information requested. Audit findings will also be made available to CPUC Energy Division staff.

9. TERMINATION OF SERVICE. If the Applicant terminates Retail Service during the Refund Period, and the Total Refund Amount has not been provided as a Refund, the Applicant automatically forfeits any remaining Refund amount.

10. SUBSEQUENT USE OF TRANSMISSION INTERCONNECTION UPGRADES AND/OR TRANSMISSION INTERCONNECTION NETWORK UPGRADES. If prior to or during the Refund Period, a Subsequent Applicant requests Retail Service under this Rule and the Subsequent Applicant's Retail Service will utilize the Transmission Interconnection Upgrades and/or Transmission Interconnection Network Upgrades paid for by Applicant and there is an outstanding Refund amount for which the Applicant is eligible, PG&E will implement the following:

    a. To the extent PG&E has paid the Subsequent Applicant its Total Refund Amount and the Base Annual Revenue Calculation for the Subsequent Applicant indicates an amount above the Total Refund Amount, PG&E will provide a Subsequent Use Refund to the Applicant that is the difference between a Subsequent Applicant's

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Base Annual Refund Calculation and the Subsequent Applicant's Total Refund Amount if the amount is greater than zero.

b. PG&E will only perform the Subsequent Use Refund calculation after the Subsequent Applicant has received its Total Refund Amount. The Subsequent Use Refund will be calculated once and applied one-time to the Applicant's outstanding Refund amounts.

c. The total of the Subsequent Use Refund and Refund paid to Applicant shall not exceed the Total Refund Amount.

d. Applicant is not eligible for Subsequent Use Refunds after the Refund Period ends.

E. APPLICANT BUILD OPTION

1. GENERAL. Applicant may be eligible to assume responsibility for the design, procurement, construction, and installation of Applicant Build Facilities. Under this option, Applicant shall be responsible for:

   a. Engineering, procuring equipment for, constructing and/or installing the Applicant Build Facilities using: (1) Good Utility Practice; and (2) standards and specifications provided by PG&E;

   b. Ensuring that the Applicant Build Facilities comply with all requirements of law and regulations that PG&E would be subject to for engineering, procurement, and construction of the Applicant Build Facilities;

   c. Ensuring that materials and equipment used in Applicant Build Facilities meet PG&E's design and construction standards and specifications for materials and/or equipment;

   d. PG&E's review and oversight costs related to the Applicant Build Facilities, except as specified in Section E.9. The Applicant will be separately invoiced for PG&E's costs;

   e. Applicant may not design, procure, construct and/or install any underground facilities as a part of the Applicant Build Facilities. All underground facilities that are a part of the Transmission Facilities will be designed, procured, constructed and installed by PG&E; and,

   f. Applicant may not construct and/or install Transmission Interconnection Upgrades to existing PG&E electrical facilities.

2. PG&E REVIEW. PG&E shall review and approve the engineering design, equipment acceptance tests, and the construction of the Applicant Build Facilities. Applicant shall promptly provide PG&E with a construction schedule when requested by PG&E and shall promptly reply to all information requests from PG&E.

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3. PG&E ACCESS. PG&E shall have the right to gain unrestricted access to Applicant's work on the Applicant Build Facilities and to conduct inspections of the same.

4. REMEDYING DEFICIENCIES. Should any phase of the engineering, equipment procurement, or construction not meet the standards and specifications provided by PG&E, the Applicant shall be obliged to remedy the deficiencies at Applicant's expense. PG&E has the right to direct Applicant to stop all work should any phase of the engineering, equipment procurement, or construction not meet the standards and specifications provided by PG&E unless and until the Applicant remedies the deficiencies.

5. INDEMNITY. The Applicant shall indemnify PG&E for any claims arising from the Applicant's design, procurement, installation, and/or construction of Applicant Build Facilities.

6. TRANSFER OF OWNERSHIP. Upon completion of construction and acceptance by PG&E Applicant shall transfer ownership and control of the Applicant Build Facilities to PG&E. Before the transfer of ownership, Applicant shall deliver to PG&E "as-built" drawings, information, and any other documents that are reasonably required by PG&E to assure that the Applicant Build Facilities are built to the standards and specifications required by PG&E.

7. MINIMUM CONTRACTOR QUALIFICATIONS. Applicant's contractor or subcontractor shall:

    a. Be licensed in California for the appropriate type of work (electrical and general, etc.);

    b. Employ workmen properly qualified for specific skills required (Qualified Electrical Worker, Qualified Person, etc.) as defined in State of California High Voltage Safety Orders (Title 8, Chapter 4, Subchapter 5, Group 2);

    c. Comply with applicable laws (Equal Opportunity Regulations, OSHA, EPA, etc.);

    d. Be from an approved list of contractors furnished by PG&E; and,

    e. Have adequate insurance coverage (worker's compensation, liability, property damage).

8. OTHER CONTRACTOR QUALIFICATIONS. An Applicant shall consider the following qualifications in retaining a contractor or subcontractor:

    a. Is technically competent;

    b. Has access to proper equipment;

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c. Demonstrates financial responsibility commensurate with the scope of the contract; and,

d. Is able to furnish a surety bond for performance of the contract, if required.

9. AUDIT OF APPLICANT BUILD FACILITY COSTS FOR PURPOSES OF REFUND. To the extent that Applicant seeks a Refund of Adjusted Applicant Build Costs, PG&E shall have reasonable access to Applicant's accounts and records for the purposes of reviewing and auditing the reasonableness of the costs claimed by Applicant for Applicant Build Facilities. Audit request(s) and support will be at the expense of PG&E. Audit requests shall be made in writing to Applicant and shall specify the material(s) and information requested. Audit findings will also be made available to CPUC Energy Division staff. PG&E may use the results of audit to determine the amount of the Refund owed to Applicant for Applicant Build Facilities.

10. CONTRACTS. Each Applicant electing the Applicant Build Option, subject to PG&E's sole discretion, shall be required to execute a written contract(s) prior to performing work on the Applicant Build Facilities. Such contracts shall be in the form on file with the CPUC.

11. APPLICANT BUILD COSTS.

    a. Applicant shall provide PG&E a binding estimated cost of Applicant Build Facilities prior to construction.

    b. After receiving the binding estimated cost for the Applicant Build Facilities, PG&E will accept the Applicant Build Option if the cost is less than PG&E's estimated cost for the same work, unless PG&E determines that the Applicant is unable to meet design and construction standards and requirements under the Applicant Build Option or reasonable circumstances exist to reject the Applicant Build Option.

12. TAX. Applicant shall include an ITCC payment to PG&E when it transfers ownership of any Applicant Build Facilities at the rate provided in PG&E's Preliminary Statement J based on the binding cost estimate described in Section E.11. ITCC will be either refundable or non-refundable as described in Section D.

F. SPECIAL CONDITIONS

1. APPLICANT REQUESTED FACILITY RELOCATION OR REARRANGEMENT. Any relocation or rearrangement of PG&E's existing electrical facilities at the request of the Applicant, or to meet the convenience of the Applicant, and agreed upon by PG&E shall be performed by PG&E at Applicant's sole expense. Applicant is not entitled to Refunds for Applicant requested relocations or rearrangements.

2. EXISTING FACILITY REMOVAL. PG&E can abandon or remove existing electrical facilities as a part of the construction of Transmission Facilities. Costs for removal of

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existing facilities shall be included in the Project Specific Cost Estimates and/or Actual Costs and may be included in Refunds.

3. EXCEPTIONAL CASES. When the application of this Rule appears impractical or unjust to either party or to ratepayers, PG&E or Applicant may refer the matter to the CPUC for a special ruling or for special conditions.

4. TERMINATION OF SERVICE. Applicant shall be responsible for the cost of removal of any and all PG&E electric facilities installed on Applicant's Premises if electrical service to Applicant's Premises is terminated.

5. TRANSMISSION NETWORK UPGRADE PRE-FUNDING LOAN. If Applicant requests to accelerate the timing of the work needed to receive Retail Service for its Facility, and a pre-funding loan from Applicant for the Transmission Network Upgrades would allow PG&E to perform work on the Transmission Network Upgrades in a more expedited manner than it would otherwise be able to perform the work, PG&E and Applicant may enter into a loan agreement to allow Applicant to pre-fund Transmission Network Upgrades and to receive a refund of the loan amount after the Facility begins receiving Retail Service. The terms and conditions of the pre-funding loan and the refund of pre-funds shall be addressed in a separate agreement between Applicant and PG&E. The decision as to whether to agree to pre-funding for Transmission Network Upgrades is at PG&E's sole discretion. PG&E shall not pay interest on pre-funding loans. In addition to the principal loan amount, the Applicant shall be responsible for any ITCC on any portion of the pre-funding loan amount which is deemed taxable at the rate provided in PG&E's Preliminary Statement J.

6. INTERCONNECTION AT VOLTAGE ABOVE 230 kV: For Applicants requesting Retail Service at voltages above 230 kV, PG&E may apply the provisions of this Rule after obtaining CPUC approval. PG&E shall submit an exceptional case request under using a Tier 2 advice letter for Retail Service above 230 kV voltages.

7. MINIMUM DEMAND CHARGES: Applicant shall be subject to minimum demand charges as specified by the CPUC.

8. MINIMUM CONTRACT TERM: Applicant shall be subject to minimum contract as specified by the CPUC.

9. EARLY TERMINATION FEES: Applicant shall be subject to early termination fees as specified by the CPUC.

G. DEFINITIONS FOR RULE 30

ACTUAL COST: PG&E's fully loaded costs, including direct, indirect, and overhead costs billed in accordance with PG&E's systems for allocating charges to customers. Direct, indirect and overhead costs include, without limitation, payroll, payroll taxes, external charges, benefits, Allowance for Funds Used During Construction, Administrative and General Costs, estimating, mapping, surveying, permitting costs, land rights acquisition,

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transportation, service planning, contract management, sourcing, stores and tool expense, material and supplies, public liability and property damage insurance, estimated and actual state and federal income tax, and close out costs.

ACTUAL COST PAYMENTS: As that term is defined in Section C.4.

ADJUSTED APPLICANT BUILD COST: The lesser of: (1) the binding estimated cost for the Applicant Build Facilities as described in Section E.11; or (2) the actual cost paid for the Applicant Build Facilities by the Applicant, which shall be subject to audit by PG&E as provided in Section E.9.

ADJUSTED CONTRIBUTION COST: The lesser of: (1) the binding estimated cost for the Contribution as described in Section C.3; or (2) the actual cost paid for the Contribution by the Applicant, which shall be subject to audit by PG&E as provided in Section D.9.

ADJUSTED APPLICANT PAYMENT: Includes any Advance and/or Actual Cost Payments made or provided by Applicant to PG&E less the Incremental Special Facilities Cost.

ADVANCE: Cash payments made to PG&E for work that has been or will be performed by PG&E on the Transmission Facilities. An Advance may not include preliminary work performed by PG&E as described in Section C.2.a.

APPLICANT: A person, entity, or agency requesting PG&E to provide Retail Service at transmission voltages from 50 kV up to and including 230 kV. An Applicant may also be referred to as Interconnection Customer.

APPLICANT BUILD FACILITIES: Transmission Service Facilities and/or Transmission Interconnection Upgrades designed, procured, constructed, and/or installed by an Applicant consistent with the requirements in Section E. However, Applicant Build Facilities do not include, and an Applicant may not design, procure, construct, and install: (1) Transmission Interconnection Upgrades if they are located in existing PG&E electrical facilities as provided in Section E.1.f; and (2) any underground facilities as provided in Section E.1.e.

APPLICANT BUILD OPTION: The option for an Applicant to build facilities as described in Section E of this Rule.

APPORTIONMENT AGREEMENT: As that term is defined in Section C.6.

BASE ANNUAL REVENUE CALCULATION or BARC: The amount calculated using the retail electric components of the Applicant’s energy bill for the one-year period following the commencement of the Refund Period using the following formula:

$$\mathrm{BARC\ FORMULA} = \frac{\mathrm{Net\ Revenue}}{\mathrm{CoSF}} \times (1 + \mathrm{ITCC})$$

CAISO. The California Independent System Operator Corporation, or successor entity.

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CCA: Community Choice Aggregator.

CONTRIBUTION: In-kind services, equipment, and/or property and land rights conveyed or provided to PG&E, at PG&E's sole discretion, excluding property and/or land rights on the Premises provided by the Applicant to PG&E under Section A.2.c.

COST-OF-SERVICE FACTOR (CoSF): The annualized utility-financed Cost of Ownership as stated in monthly format in Electric Rule No. 2 that includes taxes, return and depreciation.

CPUC: California Public Utilities Commission or a successor regulatory entity.

EXCESS FACILITIES: Facilities that are constructed based on Applicant's Usage Forecast that are not needed to provide electrical service to Applicant's Load. Excess Facilities may occur when Applicant's Load is significantly lower than the Usage Forecast.

FACILITY: Applicant's building(s) or other structure(s) to which PG&E will provide Retail Service using the Transmission Facilities.

GOOD UTILITY PRACTICE: Any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

INCOME TAX COMPONENT OF CONTRIBUTION or ITCC: The charge to cover PG&E's resulting estimated liability for Federal and State income tax on the taxable component of Advances, Actual Cost Payments, Contributions, or other payments made or provided by the Applicant.

INCREMENTAL SPECIAL FACILITIES COST: The Incremental Special Facilities Cost is: (1) the Actual Cost of Special Facilities minus the Standard Facilities Cost Estimate; and (2) the cost of any Special Facilities constructed for the sole use of the Applicant at the Applicant's request which would normally be constructed to allow for potential use by other customers. If for Item (1) the Actual Cost of Special Facilities minus the Standard Facilities Cost Estimate is a negative number, the amount for Item (1) shall be set to zero.

INTEREST PERIOD: The period of time during which interest accrues on an Advance and/or Actual Cost Payment. The Interest Period commences on the date that PG&E receives the Advance or, if there is no Advance, the date PG&E receives the first Actual Cost Payment and ends on the earlier of: (1) energization of the Transmission Facilities; or (2) the estimated in-service date in the Preliminary Engineering Study provided to the Applicant. Interest on any specific Advance and/or Actual Cost Payment starts to accrue

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when the Advance and/or Actual Cost Payment is received by PG&E and stops accruing at the end of the Interest Period.

INTEREST RATE: When interest is payable under this Rule, the interest rate shall be 1/12 of the most recent month's interest rate on commercial paper (prime, three months), published in the Federal Reserve Statistical Release, H.15. Should publication of the interest rate on commercial paper (prime, three months) be discontinued, interest will accrue at the rate of 1/12 of the most recent month's interest rate on commercial paper which most closely approximates the rate that was discontinued and which is published in the Federal Reserve Statistical Release, H.15, or successor publication.

JOINT APPLICANTS: As that term is defined in Section C.6.

kV: Kilovolts.

LOAD: The actual electrical usage of the Facility.

MONTHLY OWNERSHIP CHARGE: As defined in Section D.6.

NET REVENUE: That portion the total rate revenues based on actual meter usage data that supports the Transmission Facilities. The term Net Revenues excludes items such as energy, public purpose programs, non-bypassable charges, revenue cycle services, and other revenues that do not support the Transmission Facilities costs.

PREMISES: All of the real property and apparatus employed in a single enterprise on an integral parcel of land undivided, excepting in the case of industrial, agricultural, oil field, resort enterprises, and public or quasi-public institutions, by a dedicated street, highway or public thoroughfare or a railway. Automobile parking lots constituting a part of and adjacent to a single enterprise may be separated by an alley from the remainder of the Premises served.

PROJECT SPECIFIC COST ESTIMATES. PG&E's total estimated project-specific cost based on: (1) PG&E's best estimate of the costs to install Transmission Service Facilities, Transmission Interconnection Upgrades, and/or Transmission Interconnection Network Upgrades; and (2) the Special Facilities Cost Estimate.

REFUND: A portion or all of the Total Refund Amount that may be refunded to the Applicant after the Transmission Facilities go into service.

REFUND PERIOD: The first full calendar year after the Transmission Facilities go into service and shall last for ten (10) years.

RETAIL SERVICE: Electric service to PG&E's end-use or retail customers which is of a permanent and established character and may be continuous, intermittent, or seasonal in nature. For purposes of this Rule, Retail Service does not include or relate to providing generation service and/or the electric commodity.

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RULE: This Electric Rule No. 30.

SPECIAL FACILITIES: As that term is defined in Section A.3.a.

SPECIAL FACILITIES AGREEMENT: A form agreement on file with the CPUC for the design, procurement, construction and installation of Special Facilities.

SPECIAL FACILITIES COST ESTIMATE. A cost estimate provided by PG&E to an Applicant estimating the cost of Special Facilities requested by the Applicant and/or that are necessary for project-specific circumstances.

SPECIAL FACILITIES MONTHLY COST OF OWNERSHIP CHARGE. The monthly charge for the cost of ownership for Special Facilities as defined in Section A.3.

STANDARD FACILITIES COST ESTIMATE. A cost estimate provided by PG&E to an Applicant requesting Special Facilities. The cost estimate shall estimate the cost of facilities that PG&E would normally install which PG&E, in its sole discretion, deems are necessary to provide Retail Service.

SUBSEQUENT APPLICANT: An applicant who requests Retail Service under this Rule and utilizes the Transmission Interconnection Upgrades and/or Transmission Interconnection Network Upgrades paid for by Applicant and still subject to an outstanding Refund amount.

SUBSEQUENT USE REFUND: The difference between a Subsequent Applicant's Base Annual Refund Calculation and the Supplicant Applicant's Total Refund Amount if the amount is greater than zero.

SUBSTRUCTURES: The surface and subsurface structures which are necessary to contain or support PG&E's electric facilities. This includes, but is not limited to, such things as splice boxes, pull boxes, equipment vaults and enclosures, foundations or pads for surface-mounted equipment.

TOTAL REFUND AMOUNT. The sum of the Adjusted Applicant Payment, Adjusted Applicant Build Cost, and/or the Adjusted Contribution Cost, plus interest as described in Section D.4.

TRANSMISSION FACILITIES: All facilities including Transmission Service Facilities, Transmission Interconnection Upgrades, Transmission Interconnection Network Upgrades, and/or Transmission Network Upgrades to furnish Retail Service to non-residential Applicants seeking Retail Service.

TRANSMISSION INTERCONNECTION UPGRADES: Electric transmission facilities required in a new or existing PG&E-owned substation, switching station, or similar facility to accomplish the physical interconnection of the Applicant's Facility and/or mitigate any adverse impacts. *See* Section C.1 for an example of these facilities. These facilities are referred to as Facility Type 2.

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TRANSMISSION INTERCONNECTION NETWORK UPGRADES: New electric transmission facilities which are necessary for the interconnection to a PG&E-owned substation, switching station, or similar facility to PG&E's electric transmission system to provide electric service to the Applicant's Facility and/or mitigate any adverse impacts. These upgrades may include but are not limited to protection, permitting, and relocation upgrades needed to connect the applicant. *See* Section C.1 for an example of these facilities. These facilities are referred to as Facility Type 3.

TRANSMISSION LINE: An electric line used for electric power transmission service. Electric lines rated 50 kV and greater are transmission lines.

TRANSMISSION NETWORK UPGRADES: Upgrades to PG&E's existing transmission facilities (≥50 kV) to mitigate any adverse impact and provide Applicant with adequate electric service to the CAISO controlled grid. *See* Section C.1 for an example of these facilities. These facilities are referred to as Facility Type 4.

TRANSMISSION SERVICE FACILITIES: Transmission Service Facilities shall consist of: (a) transmission underground or overhead service conductors, (b) poles, towers, and structures to support overhead service conductors, (c) PG&E-owned metering equipment, and (d) other PG&E-owned equipment necessary to provide electric service to the Applicant's Facility from a PG&E-owned substation, switching station, or similar facility. *See* Section C.1 for an example of these facilities. These facilities are referred to as Facility Type 1.

USAGE FORECAST: Applicant shall provide to PG&E in its application for service a forecast of expected load for the first ten (10) years that the Transmission Facilities are in service.

PACIFIC GAS AND ELECTRIC COMPANY

ATTACHMENT B

ELECTRIC RULE 30 TARIFF (REDLINE)

ELECTRIC RULE NO. 30
RETAIL SERVICE TRANSMISSION FACILITIES

APPLICABILITY: This Rule is applicable to Transmission Facilities to furnish Retail Service to non-residential Applicants for a Facility at transmission voltages from 50 kV up to and including 230 kV. A determination of the voltage at which an Applicant shall receive Retail Service for a Facility shall be made by PG&E~~ in its sole discretion~~. If PG&E determines~~, in its sole discretion,~~ that an Applicant shall receive Retail Service at a Facility at less than 50 kV, Applicant shall not be eligible to receive service under this Rule.

In this Rule, capitalized terms are defined in Section G.

A. GENERAL

1. TRANSMISSION FACILITIES

   a. DESIGN. PG&E will be responsible for planning, designing, and engineering Transmission Facilities using PG&E's standards for material, design, and construction. ~~At PG&E's sole discretion,~~ Applicants may be eligible for the Applicant Build Option in Section E.

   b. CONSTRUCTION AND DESIGN SPECIFICATIONS, STANDARDS, TERMS, AND CONDITIONS

      1) In compliance with California Public Utilities Code Section 783(g)(1), PG&E will apply only those construction and design specifications, standards, terms, and conditions that are applicable to a new project under this Rule for the 18 months following the date an Applicant's application is approved.

      2) Consistent with California Public Utilities Code Section 783(g)(2), PG&E may adopt modifications to those construction and design specifications, standards, terms, and conditions applicable to a new project under this Rule only in accordance with any of the following:

         a) An order or decision of the CPUC or any other state or federal agency with jurisdiction.

         b) A work order issued by PG&E to implement construction or design changes necessitated by an Applicant-driven scope of work modification.

         c) A material-related design change identified by PG&E to remedy a construction material defect that could pose a risk to public safety.

      3) Consistent with California Public Utilities Code Section 783(h)(1), the Applicant's application approval date refers to the earlier of either: (1) the effective date of the contract for electric service; or (2) the date when PG&E first invoices the Applicant for the extension of electric service.

   c. OWNERSHIP. The Transmission Facilities installed under the provisions of this Rule shall be owned, operated, and maintained by PG&E, except for Substructures and

enclosures that are on, under, within, or a part of a building or structure owned by Applicant.

d. SERVICE FROM NON-PG&E FACILITIES. PG&E shall not be required to serve any Applicant from Transmission Facilities that are not owned, operated, and maintained by PG&E.

2. TRANSMISSION FACILITIES LOCATION AND PREMISE LAND RIGHTS

a. RIGHTS OF WAY. PG&E will own, operate, and maintain Transmission Facilities only:

1) Along public streets, alleys, roads, highways and other publicly dedicated ways and places which PG&E has the legal right to occupy; and

2) On public lands and private property across which rights of way and permits satisfactory to PG&E may be obtained.

b. NORMAL ROUTE OF TRANSMISSION LINE. The length and normal route of a Transmission Line will be determined by PG&E, and considered as the distance along the shortest, most practical, available, and acceptable route, which is clear of obstructions from the service connection to PG&E's nearest permanent and available transmission facility with both sufficient existing or otherwise planned capacity and adequate existing or otherwise planned protection to completely interconnect and adequately serve the Applicant's Facility.

c. LAND RIGHTS ON APPLICANT'S PREMISES. Applicant shall provide without cost to PG&E all land and/or permanent rights of way or easements, satisfactory to PG&E on Applicant's Premises that PG&E deems necessary~~, in PG&E's sole discretion,~~ in order to provide Retail Service to the Facility. Land and/or property rights on the Premises provided by the Applicant to PG&E shall not be considered a Contribution if the land and/or property rights are solely needed to provide Retail Service to the Facility, where the facilities are dedicated to Applicant and not capable of expansion to serve others.

3. SPECIAL FACILITIES. PG&E normally installs only those standard facilities which PG&E deems~~, in its sole discretion,~~ are necessary to provide Retail Service. Applicant may request Special Facilities and/or Special Facilities may be required in order to provide Retail Service to Applicant's Facility. PG&E may~~, in its sole discretion,~~ decide not to install Special Facilities. If PG&E agrees to install Special Facilities, then Applicant shall bear Incremental Special Facilities Costs, ITCC if applicable, and the Special Facilities Monthly Cost of Ownership Charge.

a. Special Facilities include: (1) facilities requested by the Applicant beyond those PG&E would normally provide ~~required~~ for standard service to bona-fide load, where bona-fide load is determined by PG&E using actual and historic load(s) for customer(s) of similar type and size; (2) facilities and/or portions of facilities constructed for the sole use of the Applicant at the Applicant's request which would normally be constructed to allow for potential use by other customers; and/or (3) facilities required by project-specific circumstances, such as but not limited to space constraints, which results in additional costs. For purposes of the definition of Special Facilities, PG&E would normally provide for delivery of service at one point, through one meter, at one voltage class under its tariff schedules.

b. Special Facilities shall be installed, owned, and maintained by PG&E as an accommodation to the Applicant only if: (1) PG&E ~~in its sole discretion~~ agrees to the installation of Special Facilities; and (2) the reliability of service to PG&E's other customers is not impaired by the Special Facilities.

c. Special Facilities will be installed under the terms and conditions of a Special Facilities Agreement in the form on file with the CPUC.

d. When Special Facilities are requested by the Applicant and/or required by project-specific circumstances, PG&E shall provide to the Applicant a Standard Facilities Cost Estimate and a Special Facilities Cost Estimate.

e. A Special Facilities Monthly Cost of Ownership Charge shall be paid by the Applicant consistent with the percentage in Electric Rule No. 2.I.3.b, as may be amended from time to time.

f. In accordance with Electric Rule No. 2.I.3.d, as may be amended from time to time, where PG&E determines the collection of continuing Special Facilities Monthly Cost of Ownership Charges is not practicable, the Applicant shall be required to make an equivalent one-time payment in lieu of the Special Facilities Monthly Cost of Ownership Charge.

4. CONTRACTS. To receive Retail Service under this Rule, Applicant shall execute all necessary written contract(s). Such contracts shall be in the form on file with the CPUC.

5. ACCESS TO APPLICANT'S PREMISES. PG&E shall at all times have the right to enter and leave Applicant's Premises for any purpose connected with the furnishing of Retail Service (meter reading, inspection, testing, routine repairs, replacement, maintenance, vegetation management, emergency work, etc.) and the exercise of any and all rights secured to it by law or under PG&E's applicable tariff schedules. These rights may include but are not limited to: (1) the installation and use of a PG&E-approved locking device; (2) safe and ready access for PG&E personnel free from unrestrained animals; (3) unobstructed ready access for PG&E's vehicles and equipment to install, remove, repair, or maintain its facilities; and (4) removal of any and all of PG&E's property installed on Applicant's Premises after the termination of service.

6. WORK PERFORMED ON TRANSMISSION FACILITIES. Only personnel duly authorized by PG&E are allowed to connect or disconnect service conductors to or from PG&E-owned electrical facilities, remove PG&E-owned electrical facilities and equipment, or perform any work upon PG&E-owned electrical facilities.

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7. FACILITY TAMPERING. Applicant shall provide a suitable means acceptable to PG&E for placing PG&E's seals on meter rings and covers of service enclosures and instrument transformer enclosures which protect unmetered energized conductors installed by Applicant. All PG&E-owned meters and enclosure covers will be sealed only by PG&E's authorized employees and such seals shall be broken only by PG&E's authorized employees. However, in an emergency, PG&E may allow a public authority or other appropriate party to break the seal. Any unauthorized tampering with PG&E-owned seals or connection of Applicant-owned facilities to unmetered conductors at any time is prohibited and is subject to the provisions of Electric Rule No. 11, as may be amended or modified.

8. INFORMATION SHARING WITH CCAs. For any Facility at a location within the service area of a CCA, the CCA is the default provider of generation service. The affected CCA will automatically serve any new Applicant in its service area subject to the choice of the Applicant to opt out of CCA service to receive generation service from PG&E. Upon receipt of an application for Retail Service for a Facility in a CCA's service area, PG&E will provide the affected CCA a copy of the application within twenty (20) business days of receipt, to ensure the CCA receives key information about the Retail Service request to inform the CCA of the new customer, including the customer contact information, location, facility type, capacity ramp schedule, on-site generation, and requested timing for the interconnection. PG&E will also provide to the affected CCA quarterly reports that provide updates on the proposed interconnection timelines related to Applicant, and any changes to customer information or timelines. Information provided by PG&E to the CCA is subject to confidentiality protections established by the CPUC.

B. INSTALLATION AND METERING REQUIREMENTS AND FACILITY RESPONSIBILITIES

1. UNDERGROUND TRANSMISSION FACILITIES. PG&E is responsible for furnishing and installing cables, switches, and other electrical facilities required for any underground Transmission Facilities. Underground facilities are not eligible to be a part of the Applicant Build Option in Section E.

2. OVERHEAD TRANSMISSION FACILITIES. PG&E is responsible for furnishing and installing all overhead and above-ground facilities required for the Transmission Facilities, subject to the Applicant Build Option in Section E.

3. APPLICANT BUILD OPTION. ~~Subject to PG&E's sole discretion,~~ Applicant may ~~be eligible~~elect to design, procure, construct, and install, in accordance with PG&E's standards and specifications and using qualified contractors, Applicant Build Facilities. See Section E for further details.

4. METERING FACILITIES

   a. METER USAGE AND LOCATION. Delivery of all electric power and energy will be metered, unless otherwise provided for by PG&E's tariff schedules or by other applicable laws. All meters and associated metering equipment shall be located at some protected location on Applicant's Premises as approved by PG&E.

b. NUMBER OF METERS. Normally only one meter will be installed for a single non-residential enterprise on a single Premises, except: (1) when otherwise required or allowed under PG&E's tariff schedules; (2) at the option of and as determined by PG&E, for its operating convenience, consistent with its engineering design; (3) when required by law or local ordinance; (4) when additional services are granted by PG&E; or (5) when otherwise approved by PG&E.

c. MULTIPLE OCCUPANCY. In a building with two or more tenants, or where more than one meter is used on the same Premises, the meters normally shall be grouped at one central location, or as otherwise specified by PG&E, and each meter position or socket shall be clearly and permanently marked by Applicant and/or the owner of the Premises to indicate the particular unit, occupancy, or load supplied by it. For revenue billing electric service shall be individually metered to each tenant in a non-residential building or group of buildings or other development on a single Premises with multiple tenants or enterprises (such as, but not limited to, an office building or shopping center complex). Alternative metering arrangements as determined by PG&E may be allowed only as specified in Electric Rule No. 18 and applicable rate schedules.

d. PG&E-OWNED METERS. When a meter is owned by PG&E, PG&E will be responsible for the necessary instrument transformers where required, test facilities, meters, associated metering equipment, and the metering enclosures when PG&E elects to locate metering equipment at a point that is not accessible to Applicant.

5. APPLICANT FACILITY RESPONSIBILITIES. Applicant shall, at its sole liability, risk, and expense, be responsible to furnish, install, own, maintain, inspect, and keep in good and safe condition, all facilities of any kind or character on Applicant's Premises that are not the responsibility of PG&E but are required by PG&E for Applicant to receive Retail Service. Such facilities shall include but are not limited to the overhead or underground termination equipment, conduits, service entrance conductors, connectors, meter sockets, meter and instrument transformer housing, service switches, circuit breakers, fuses, relays, wireways, metered conductors, machinery and apparatus of any kind or character. Detailed information on PG&E's service equipment requirements will be furnished to the Applicant by PG&E.

6. APPLICANT REASONABLE CARE OF PG&E FACILITIES. Applicant shall exercise reasonable care to prevent PG&E's Transmission Facilities and/or meters on the Applicant's Premises from being damaged or destroyed and shall refrain from interfering with PG&E's operation of the facilities and shall notify PG&E of any obvious defect.

C. ADVANCES, CONTRIBUTIONS, AND ACTUAL COST PAYMENTS

1. GENERAL. Figure 1 below provides an illustrative diagram of the potential different components of Transmission Facilities that may be required in response to an Applicant’s request for Retail Service at its Facilities and/or Premises.

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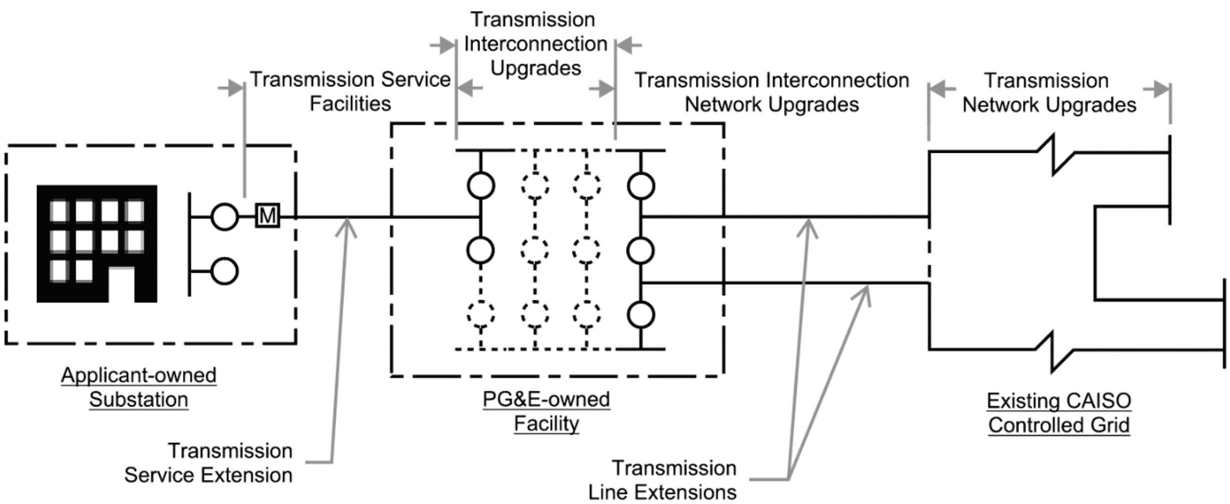
Figure 1: Illustrative Diagram of Transmission Facility Types
(Dashed lines represent potential future Transmission Interconnection Upgrades)



2. REQUIRED ADVANCE FOR FACILITY TYPES 1-3. An Advance is required from the Applicant for the design, procurement, construction, and/or installation work that has been or will be performed by PG&E for Transmission Service Facilities (Facility Type 1), Transmission Interconnection Upgrades (Facility Type 2), and Transmission Interconnection Network Upgrades (Facility Type 3). The Advance is based on the Project Specific Cost Estimate provided ~~to the Applicant by PG&E~~by PG&E and mutually agreed upon by Applicant. An Advance is not required for Transmission Network Upgrades (Facility Type 4)~~because Transmission Network Upgrades are paid for by PG&E~~.

   a. An Applicant may be required to provide separate advances for preliminary work performed by PG&E. To the extent that these preliminary advances are not included within the scope of the Advance required in this Rule, they will be addressed through agreements and/or form contracts between PG&E and the Applicant. These advances, which are outside of the scope of the Rule 30 Advance, may not be refundable.

   b. The amount and timing of payment for Advances under this Rule shall be specified in a CPUC-approved form contract between the Applicant and PG&E. If the Applicant fails to pay the Advance in the time specified, PG&E reserves the right to stop performance of its work. If PG&E stops performance, and Applicant subsequently pays the Advance, the timing of PG&E re-commencing work shall be ~~at PG&E's discretion~~ based on availability of resources.

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3. OPTIONAL CONTRIBUTIONS. Applicant may~~, at PG&E's sole discretion,~~ provide in-kind services, equipment, and/or land and property rights to PG&E for purposes of installing the Transmission Facilities.

   a. Before providing any Contribution to PG&E, Applicant shall provide to PG&E a binding estimated cost of each service, piece of equipment, and/or land and property rights included in the Applicant's proposed Contribution.

   b. After receiving the binding estimated cost, ~~PG&E may, in its sole discretion, decide whether or not to accept some or all of the Applicant's proposed Contribution~~PG&E will accept the Applicant's proposed Contribution if it provides a lesser cost than what PG&E would pay for the same equipment, property rights, or in-kind service unless reasonable circumstances exist to reject the Contribution.

   c. Consistent with Section A.2.c, land and/or property rights provided on the Applicant's Premises shall not be considered a Contribution if the land and/or property rights are solely needed to provide Retail Service to the Facility, where the facilities are dedicated to Applicant and not capable of expansion to serve others.

4. ACTUAL COST PAYMENTS. PG&E is entitled to receive from Applicant PG&E's Actual Costs for work performed on the Transmission Service Facilities (Facility Type 1), Transmission Interconnection Upgrades (Facility Type 2), and/or Transmission Interconnection Network Upgrades (Facility Type 3).

   a. When PG&E's Actual Costs for work on the Transmission Service Facilities, Transmission Interconnection Upgrades, and/or Transmission Interconnection Network Upgrades exceed the Advance, PG&E ~~may~~ will submit an invoice to Applicant, in accordance with PG&E invoicing standards, not more than once each month for Actual Costs incurred by PG&E to date that exceed the Advance. PG&E and the Applicant will~~may, in its sole discretion,~~ determine and mutually agree upon the timing for providing invoices but not more than once each month.

   b. Applicant shall pay all invoiced amounts within forty-five (45) calendar days after receipt of PG&E's invoice ("Actual Cost Payments"). If the Applicant does not pay PG&E within forty-five (45) calendar days after receipt of an invoice, the Applicant shall pay PG&E interest on the unpaid amount at the Interest Rate. PG&E shall also be entitled to stop performance of its work until an overdue payment is received. If PG&E stops performance, and Applicant subsequently pays outstanding invoiced amounts, the timing of PG&E re-commencing work shall be ~~at PG&E's discretion~~ based on availability of resources.

   c. The Applicant shall have reasonable access to PG&E's accounts and records for the purposes of reviewing PG&E's invoices for payment and auditing PG&E's Actual Costs. Audit request(s) and support will be at the expense of the Applicant. Audit requests shall be made in writing to PG&E and shall specify the material(s) and information requested. Audit findings will also be made available to CPUC Energy Division staff.

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5. TAX. All taxable Advances, Contributions, and/or Actual Cost Payments by Applicant shall include an Income Tax Component of Contribution (ITCC) at the rate provided in PG&E's Preliminary Statement J. ITCC will be either refundable or non-refundable in accordance with the corresponding Advances, Contributions, and/or Actual Cost Payments.

6. JOINT APPLICANTS. In circumstances where several Applicants are seeking Retail Service and the same Transmission Interconnection Upgrades and/or Transmission Interconnection Network Upgrades are required to furnish Retail Service to each of these Applicants (Joint Applicants), the Joint Applicants shall mutually agree on apportioning among themselves the Advances, Contributions, and/or Actual Cost Payments for the Transmission Interconnection Upgrades and/or Transmission Interconnection Network Upgrades (Apportionment Agreement) and shall provide the written Apportionment Agreement to PG&E in a form acceptable by PG&E before any of the Joint Applicants executes a contract(s) for electric service. Where necessary, PG&E will work with the Joint Applicants to facilitate an Apportionment Agreement. If the Joint Applicants are unable to agree on the terms of an Apportionment Agreement, PG&E shall prepare an Apportionment Agreement that each Joint Applicant will be required to execute in order to receive Retail Service. The Apportionment Agreement shall be incorporated into each Joint Applicant’s contract(s) for Retail Service.

7. TERMINATION OF SERVICE REQUEST PRIOR TO TRANSMISSION FACILITIES BEING PUT INTO SERVICE. If at any point in time prior to the Transmission Facilities going into service, the Applicant terminates its request for Retail Service as a result of bankruptcy or for any other reason, PG&E reserves the right to retain the portion of any Advance and/or Actual Cost Payments that it has earned based on the work performed for the Applicant prior to termination. PG&E shall return to Applicant any portion of the Advance and/or Actual Cost Payments that exceed the cost of the work performed by PG&E prior to the Applicant’s termination. Termination of a request for retail Service from the Applicant must be provided in writing to PG&E.

8. FAILURE TO TAKE SERVICE. If the Applicant does not take any electrical service from PG&E for any reason by the end of the first calendar year after the Transmission Facilities are in service, the Applicant forfeits the right to receive any Refund under Section D.

9. EXCESS FACILITIES. If the Applicant’s Load is significantly lower than the Applicant’s Usage Forecast, PG&E reserves the right to remove, abandon, or replace Excess Facilities and Applicant shall pay PG&E its Actual Costs to remove, abandon, or replace the Excess Facilities, less the estimated salvage of any removed facilities.

10. REFUND OF ADVANCE IN EXCESS OF ACTUAL COSTS. If PG&E’s Actual Costs for the Transmission Service Facilities, Transmission Interconnection Upgrades, and/or Transmission Interconnection Network Upgrades are less than the Advance, PG&E shall refund to the Applicant the amount of the Advance that exceeds the Actual Costs. The refund shall include interest on the refunded amount at the Interest Rate accruing during

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the Interest Period. The Applicant is not entitled to interest on any ITCC amount included in the Advance.

D. REFUNDS

1. GENERAL. Refunds may be provided by PG&E to the Applicant during the Refund Period. Applicant may be eligible for Refunds of the following amounts:

   a. Adjusted Applicant Payment

   b. Adjusted Contribution Cost

   c. Adjusted Applicant Build Cost

   These three amounts are referred to as the Total Refund Amount.

2. REFUND AVAILABILITY. Refunds are available for Transmission Service Facilities, Transmission Interconnection Upgrades, and/or Transmission Interconnection Network Upgrades. Refunds are not available for Transmission Network Upgrades because an Applicant is not required to provide an Advance and/or Actual Cost Payments for a Transmission Network Upgrade.

3. REFUND PERIOD. The Refund Period shall start in the first full calendar year after the Transmission Facilities go into service and shall last for ten (10) years. After the Refund Period ends, the Applicant shall not be entitled to any further Refunds. The total Refunds received by Applicant during the Refund Period may be less than the Total Refund Amount but shall never exceed the Total Refund Amount.

4. REFUND CALCULATION:

   a. PG&E will calculate Refunds, if any, for the first three calendar years of the Refund Period using the Base Annual Revenue Calculation. The Refund Amount for the calendar year shall be the Base Annual Revenue Calculation less any Refunds paid to the Applicant in prior calendar years during the Refund Period.

   b. The Applicant is responsible for notifying PG&E if new, permanent load is added during the fourth through tenth year of the Refund Period no later than December 31st of the calendar year and providing documentation of the new, permanent load. If the Applicant does not provide PG&E notice by December 31st, PG&E will not calculate or provide a Refund for that calendar year.

   c. The total Refunds provided during the Refund Period shall not exceed the Total Refund Amount.

   d. At the end of the Refund Period, if the total Refunds are less than the Total Refund Amount, Applicant forfeits its right to receive any additional Refunds.

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e. As a part of a Refund, the Applicant is entitled to interest accruing during the Interest Period at the Interest Rate on any Advance and/or Actual Cost Payment. The Applicant is not entitled to interest on: (1) any interest for any period of time after the Interest Period; (2) any ITCC payments or amounts provided to PG&E; and (3) any Adjusted Contribution Cost and/or Adjusted Applicant Build Cost.

f. Applicant may also receive refundable ITCC.

5. REFUND TIMING. Refunds for a calendar year during the Refund Period will be made by PG&E within one hundred and twenty (120) days after the end of the calendar year.

6. MONTHLY OWNERSHIP CHARGE. When any portion of the Total Refund Amount has not been provided as a Refund after the first calendar year of the Refund Period, for each calendar year during the Refund Period following the first calendar year, the customer-financed Cost of Ownership percentage from Electric Rule No. 2.I.3.b, as may be amended from time to time, shall be applied to the difference between the Total Refund Amount and the Refunds paid to date and paid by the Applicant as a Monthly Ownership Charge. The Monthly Ownership Charge serves to recover the cost of operating and maintaining Transmission Facilities that are not fully utilized.

a. The Monthly Ownership Charge shall be ~~calculated~~ accrued annually and ~~may at PG&E's discretion: (1)~~ be deducted from subsequent Refunds due to the Applicant. Monthly Cost of Ownership costs are in addition to the refundable amount and will normally be accumulated and deducted from Refunds due to Applicant~~; or (2) collected via invoice as provided in Section D.6.b~~.

~~b. If no Refunds are due for a calendar year, PG&E may submit an invoice to Applicant, in accordance with PG&E invoicing standards, within one hundred and twenty (120) days of the end of the calendar year. Applicant shall pay all invoiced amounts within forty-five (45) calendar days after receipt of PG&E's invoice. If the Applicant does not pay PG&E within forty-five (45) calendar days after receipt of an invoice, interest on the unpaid amount at the Interest Rate shall accrue until the unpaid amount is paid.~~

~~c. The Monthly Ownership Charge shall only be collected for the Refund Period. However, if there are unpaid Monthly Ownership Charges owed by the Applicant incurred during the Refund Period, PG&E shall be entitled to recover these unpaid amounts from Applicant after the end of the Refund Period.~~

7. JOINT APPLICANTS. In the circumstance of Joint Applicants as provided in Section C.6, Refunds will be distributed to the Joint Applicants in the proportion specified in their Apportionment Agreement.

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~~8. [MIXED-FUEL NEW CONSTRUCTION PROJECT ELIGIBILITY. Pursuant to CPUC Decision 23-12-037, Mixed-Fuel New Construction projects are not eligible for Refunds.][1]~~

~~9~~8. AUDIT OF ACTUAL CONTRIBUTION COSTS FOR PURPOSES OF REFUND. To the extent that Applicant seeks a Refund of costs for Contributions, PG&E shall have reasonable access to Applicant's accounts and records for the purposes of reviewing and/or auditing the actual cost incurred by the Applicant for the Contribution. Audit request(s) and support will be at the expense of PG&E. Audit requests shall be made in writing to Applicant and shall specify the material(s) and information requested. Audit findings will also be made available to CPUC Energy Division staff.

~~10~~9. TERMINATION OF SERVICE. If the Applicant terminates Retail Service during the Refund Period, and the Total Refund Amount has not been provided as a Refund, the Applicant automatically forfeits any remaining Refund amount.

~~11~~10. SUBSEQUENT USE OF TRANSMISSION INTERCONNECTION UPGRADES AND/OR TRANSMISSION INTERCONNECTION NETWORK UPGRADES. If prior to or during the Refund Period, a Subsequent Applicant requests Retail Service under this Rule and the Subsequent Applicant's Retail Service will utilize the Transmission Interconnection Upgrades and/or Transmission Interconnection Network Upgrades paid for by Applicant and there is an outstanding Refund amount for which the Applicant is eligible, PG&E will implement the following:

a. To the extent PG&E has paid the Subsequent Applicant its Total Refund Amount and the Base Annual Revenue Calculation for the Subsequent Applicant indicates an amount above the Total Refund Amount, PG&E will provide a Subsequent Use Refund to the Applicant that is the difference between a Subsequent Applicant's Base Annual Refund Calculation and the Subsequent Applicant's Total Refund Amount if the amount is greater than zero.

b. PG&E will only perform the Subsequent Use Refund calculation after the Subsequent Applicant has received its Total Refund Amount. The Subsequent Use Refund will be calculated once and applied one-time to the Applicant's outstanding Refund amounts.

c. The total of the Subsequent Use Refund and Refund paid to Applicant shall not exceed the Total Refund Amount.

d. Applicant is not eligible for Subsequent Use Refunds after the Refund Period ends.

E. APPLICANT BUILD OPTION

~~[1] [Note: The applicability of this provision will be addressed in the Electric Rule 30 Application and determined by the Commission.]~~

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1. GENERAL. ~~In PG&E's sole discretion,~~ Applicant may be eligible to assume responsibility for the design, procurement, construction, and installation of Applicant Build Facilities. Under this option, Applicant shall be responsible for:

   a. Engineering, procuring equipment for, constructing and/or installing the Applicant Build Facilities using: (1) Good Utility Practice; and (2) standards and specifications provided by PG&E;

   b. Ensuring that the Applicant Build Facilities comply with all requirements of law and regulations that PG&E would be subject to for engineering, procurement, and construction of the Applicant Build Facilities;

   c. Ensuring that materials and equipment used in Applicant Build Facilities meet PG&E's design and construction standards and specifications for materials and/or equipment;

   d. PG&E's review and oversight costs related to the Applicant Build Facilities, except as specified in Section E.9. The Applicant will be separately invoiced for PG&E's costs ~~and is not eligible for a Refund of these review and oversight costs~~;

   e. Applicant may not design, procure, construct and/or install any underground facilities as a part of the Applicant Build Facilities. All underground facilities that are a part of the Transmission Facilities will be designed, procured, constructed and installed by PG&E; and,

   f. Applicant may not construct and/or install Transmission Interconnection Upgrades to existing PG&E electrical facilities.

2. PG&E REVIEW. PG&E shall review and approve the engineering design, equipment acceptance tests, and the construction of the Applicant Build Facilities. Applicant shall promptly provide PG&E with a construction schedule when requested by PG&E and shall promptly reply to all information requests from PG&E.

3. PG&E ACCESS. PG&E shall have the right to gain unrestricted access to Applicant's work on the Applicant Build Facilities and to conduct inspections of the same.

4. REMEDYING DEFICIENCIES. Should any phase of the engineering, equipment procurement, or construction not meet the standards and specifications provided by PG&E, the Applicant shall be obliged to remedy the deficiencies at Applicant's expense. PG&E has the right to direct Applicant to stop all work should any phase of the engineering, equipment procurement, or construction not meet the standards and specifications provided by PG&E unless and until the Applicant remedies the deficiencies.

5. INDEMNITY. The Applicant shall indemnify PG&E for any claims arising from the Applicant's design, procurement, installation, and/or construction of Applicant Build Facilities.

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6. TRANSFER OF OWNERSHIP. Upon completion of construction and acceptance by PG&E~~, at PG&E's sole discretion,~~ Applicant shall transfer ownership and control of the Applicant Build Facilities to PG&E. Before the transfer of ownership, Applicant shall deliver to PG&E "as-built" drawings, information, and any other documents that are reasonably required by PG&E to assure that the Applicant Build Facilities are built to the standards and specifications required by PG&E.

7. MINIMUM CONTRACTOR QUALIFICATIONS. Applicant's contractor or subcontractor shall:

   a. Be licensed in California for the appropriate type of work (electrical and general, etc.);

   b. Employ workmen properly qualified for specific skills required (Qualified Electrical Worker, Qualified Person, etc.) as defined in State of California High Voltage Safety Orders (Title 8, Chapter 4, Subchapter 5, Group 2);

   c. Comply with applicable laws (Equal Opportunity Regulations, OSHA, EPA, etc.);

   d. Be from an approved list of contractors furnished by PG&E; and,

   e. Have adequate insurance coverage (worker's compensation, liability, property damage).

8. OTHER CONTRACTOR QUALIFICATIONS. An Applicant shall consider the following qualifications in retaining a contractor or subcontractor:

   a. Is technically competent;

   b. Has access to proper equipment;

   c. Demonstrates financial responsibility commensurate with the scope of the contract; and,

   d. Is able to furnish a surety bond for performance of the contract, if required.

9. AUDIT OF APPLICANT BUILD FACILITY COSTS FOR PURPOSES OF REFUND. To the extent that Applicant seeks a Refund of Adjusted Applicant Build Costs, PG&E shall have reasonable access to Applicant's accounts and records for the purposes of reviewing and auditing the reasonableness of the costs claimed by Applicant for Applicant Build Facilities. Audit request(s) and support will be at the expense of PG&E. Audit requests shall be made in writing to Applicant and shall specify the material(s) and information requested. Audit findings will also be made available to CPUC Energy Division staff. PG&E may use the results of audit to determine the amount of the Refund owed to Applicant for Applicant Build Facilities.

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10. CONTRACTS. Each Applicant electing the Applicant Build Option, subject to PG&E's sole discretion, shall be required to execute a written contract(s) prior to performing work on the Applicant Build Facilities. Such contracts shall be in the form on file with the CPUC.

11. APPLICANT BUILD COSTS.

   a. Applicant shall provide PG&E a binding estimated cost of Applicant Build Facilities prior to construction.

   b. After receiving the binding estimated cost for the Applicant Build Facilities, PG&E ~~may, in its sole discretion, decide whether or not Applicant is eligible for the Applicant Build Option~~will accept the Applicant Build Option if the cost is less than PG&E's estimated cost for the same work, unless PG&E determines that the Applicant is unable to meet design and construction standards and requirements under the Applicant Build Option or reasonable circumstances exist to reject the Applicant Build Option.

12. TAX. Applicant shall include an ITCC payment to PG&E when it transfers ownership of any Applicant Build Facilities at the rate provided in PG&E's Preliminary Statement J based on the binding cost estimate described in Section E.11. ITCC will be either refundable or non-refundable as described in Section D.

F. SPECIAL CONDITIONS

1. APPLICANT REQUESTED FACILITY RELOCATION OR REARRANGEMENT. Any relocation or rearrangement of PG&E's existing electrical facilities ~~solely~~ at the request of the Applicant, or to meet the convenience of the Applicant, and agreed ~~to~~ upon by PG&E ~~in its sole discretion,~~ shall be performed by PG&E at Applicant's sole expense. Applicant is not entitled to Refunds for Applicant requested relocations or rearrangements.

2. EXISTING FACILITY REMOVAL. PG&E can ~~at its discretion~~ abandon or remove existing electrical facilities as a part of the construction of Transmission Facilities. Costs for removal of existing facilities shall be included in the Project Specific Cost Estimates and/or Actual Costs and may be included in Refunds.

3. EXCEPTIONAL CASES. When the application of this Rule appears impractical or ~~unreasonable~~ unjust to either party or to ratepayers, PG&E or Applicant may refer the matter to the CPUC for a special ruling or for special conditions.

4. TERMINATION OF SERVICE. Applicant shall be responsible for the cost of removal of any and all PG&E electric facilities installed on Applicant's Premises if electrical service to Applicant's Premises is terminated.

5. TRANSMISSION NETWORK UPGRADE PRE-FUNDING LOAN. If Applicant requests to accelerate the timing of the work needed to receive Retail Service for its Facility, and

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a pre-funding loan from Applicant for the Transmission Network Upgrades would allow PG&E to perform work on the Transmission Network Upgrades in a more expedited manner than it would otherwise be able to perform the work, PG&E and Applicant may enter into a loan agreement to allow Applicant to pre-fund Transmission Network Upgrades and to receive a refund of the loan amount after the Facility begins receiving Retail Service. The terms and conditions of the pre-funding loan and the refund of pre-funds shall be addressed in a separate agreement between Applicant and PG&E. The decision as to whether to agree to pre-funding for Transmission Network Upgrades is at PG&E's sole discretion. PG&E shall not pay interest on pre-funding loans. In addition to the principal loan amount, the Applicant shall be responsible for any ITCC on any portion of the pre-funding loan amount which is deemed taxable at the rate provided in PG&E's Preliminary Statement J.

6. INTERCONNECTION AT VOLTAGE ABOVE 230 kV: For Applicants requesting Retail Service at voltages above 230 kV, PG&E may~~, at its sole discretion,~~ apply the provisions of this Rule after obtaining CPUC approval. ~~However, PG&E reserves the right to modify provisions in the Rule to accommodate such requests.~~ PG&E ~~may~~ shall submit an exceptional case request under ~~Section F.3~~using a Tier 2 advice letter for Retail Service above 230 kV voltages.

7. MINIMUM DEMAND CHARGES: Applicant shall be subject to minimum demand charges as specified by the CPUC.

8. MINIMUM CONTRACT TERM: Applicant shall be subject to minimum contract as specified by the CPUC.

9. EARLY TERMINATION FEES: Applicant shall be subject to early termination fees as specified by the CPUC.

G. DEFINITIONS FOR RULE 30

ACTUAL COST: PG&E's fully loaded costs, including direct, indirect, and overhead costs billed in accordance with PG&E's systems for allocating charges to customers. Direct, indirect and overhead costs include, without limitation, payroll, payroll taxes, external charges, benefits, Allowance for Funds Used During Construction, Administrative and General Costs, estimating, mapping, surveying, permitting costs, land rights acquisition, transportation, service planning, contract management, sourcing, stores and tool expense, material and supplies, public liability and property damage insurance, estimated and actual state and federal income tax, and close out costs.

ACTUAL COST PAYMENTS: As that term is defined in Section C.4.

ADJUSTED APPLICANT BUILD COST: The lesser of: (1) the binding estimated cost for the Applicant Build Facilities as described in Section E.11; or (2) the actual cost paid for the Applicant Build Facilities by the Applicant, which shall be subject to audit by PG&E as provided in Section E.9.

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ADJUSTED CONTRIBUTION COST: The lesser of: (1) the binding estimated cost for the Contribution as described in Section C.3; or (2) the actual cost paid for the Contribution by the Applicant, which shall be subject to audit by PG&E as provided in Section D.9.

ADJUSTED APPLICANT PAYMENT: Includes any Advance and/or Actual Cost Payments made or provided by Applicant to PG&E less the Incremental Special Facilities Cost.

ADVANCE: Cash payments made to PG&E for work that has been or will be performed by PG&E on the Transmission Facilities. An Advance may not include preliminary work performed by PG&E as described in Section C.2.a.

APPLICANT: A person, entity, or agency requesting PG&E to provide Retail Service at transmission voltages from 50 kV up to and including 230 kV. An Applicant may also be referred to as Interconnection Customer.

APPLICANT BUILD FACILITIES: Transmission Service Facilities and/or Transmission Interconnection Upgrades designed, procured, constructed, and/or installed by an Applicant consistent with the requirements in Section E. However, Applicant Build Facilities do not include, and an Applicant may not design, procure, construct, and install: (1) Transmission Interconnection Upgrades if they are located in existing PG&E electrical facilities as provided in Section E.1.f; and (2) any underground facilities as provided in Section E.1.e.

APPLICANT BUILD OPTION: The option for an Applicant to build facilities as described in Section E of this Rule.

APPORTIONMENT AGREEMENT: As that term is defined in Section C.6.

BASE ANNUAL REVENUE CALCULATION or BARC: The amount calculated using the retail electric components of the Applicant’s energy bill for the one-year period following the commencement of the Refund Period using the following formula:

$$\text{BARC FORMULA} = \frac{\text{Net Revenue}}{\text{CoSF}} \times (1 + \text{ITCC})$$

CAISO. The California Independent System Operator Corporation, or successor entity.

CCA: Community Choice Aggregator.

CONTRIBUTION: In-kind services, equipment, and/or property and land rights conveyed or provided to PG&E, at PG&E’s sole discretion, excluding property and/or land rights on the Premises provided by the Applicant to PG&E under Section A.2.c.

COST-OF-SERVICE FACTOR (CoSF): The annualized utility-financed Cost of Ownership as stated in monthly format in Electric Rule No. 2 that includes taxes, return and depreciation.

CPUC: California Public Utilities Commission or a successor regulatory entity.

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EXCESS FACILITIES: Facilities that are constructed based on Applicant's Usage Forecast that are not needed to provide electrical service to Applicant's Load. Excess Facilities may occur when Applicant's Load is significantly lower than the Usage Forecast.

FACILITY: Applicant's building(s) or other structure(s) to which PG&E will provide Retail Service using the Transmission Facilities.

GOOD UTILITY PRACTICE: Any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

INCOME TAX COMPONENT OF CONTRIBUTION or ITCC: The charge to cover PG&E's resulting estimated liability for Federal and State income tax on the taxable component of Advances, Actual Cost Payments, Contributions, or other payments made or provided by the Applicant.

INCREMENTAL SPECIAL FACILITIES COST: The Incremental Special Facilities Cost is: (1) the Actual Cost of Special Facilities minus the Standard Facilities Cost Estimate; and (2) the cost of any Special Facilities constructed for the sole use of the Applicant at the Applicant's request which would normally be constructed to allow for potential use by other customers. If for Item (1) the Actual Cost of Special Facilities minus the Standard Facilities Cost Estimate is a negative number, the amount for Item (1) shall be set to zero.

INTEREST PERIOD: The period of time during which interest accrues on an Advance and/or Actual Cost Payment. The Interest Period commences on the date that PG&E receives the Advance or, if there is no Advance, the date PG&E receives the first Actual Cost Payment and ends on the earlier of: (1) energization of the Transmission Facilities; or (2) the estimated in-service date in the Preliminary Engineering Study provided to the Applicant. Interest on any specific Advance and/or Actual Cost Payment starts to accrue when the Advance and/or Actual Cost Payment is received by PG&E and stops accruing at the end of the Interest Period.

INTEREST RATE: When interest is payable under this Rule, the interest rate shall be 1/12 of the most recent month's interest rate on commercial paper (prime, three months), published in the Federal Reserve Statistical Release, H.15. Should publication of the interest rate on commercial paper (prime, three months) be discontinued, interest will accrue at the rate of 1/12 of the most recent month's interest rate on commercial paper which most closely approximates the rate that was discontinued and which is published in the Federal Reserve Statistical Release, H.15, or successor publication.

JOINT APPLICANTS: As that term is defined in Section C.6.

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kV: Kilovolts.

LOAD: The actual electrical usage of the Facility.

~~MIXED-FUEL NEW CONSTRUCTION: An end-use load, or consistent with the definition of New Construction in the California Energy Commission 2022 Building Energy Efficiency Standards, a building that has never been used or occupied for any purpose, or any renovation where 50 percent or more of the exterior weight-bearing walls are removed, that uses gas and/or propane in addition to electricity.~~

MONTHLY OWNERSHIP CHARGE: As defined in Section D.6.

NET REVENUE: That portion the total rate revenues based on actual meter usage data that supports the Transmission Facilities. The term Net Revenues excludes items such as energy, public purpose programs, non-bypassable charges, revenue cycle services, and other revenues that do not support the Transmission Facilities costs.

PREMISES: All of the real property and apparatus employed in a single enterprise on an integral parcel of land undivided, excepting in the case of industrial, agricultural, oil field, resort enterprises, and public or quasi-public institutions, by a dedicated street, highway or public thoroughfare or a railway. Automobile parking lots constituting a part of and adjacent to a single enterprise may be separated by an alley from the remainder of the Premises served.

PROJECT SPECIFIC COST ESTIMATES. PG&E's total estimated project-specific cost based on: (1) PG&E's best estimate of the costs to install Transmission Service Facilities, Transmission Interconnection Upgrades, and/or Transmission Interconnection Network Upgrades; and (2) the Special Facilities Cost Estimate.

REFUND: A portion or all of the Total Refund Amount that may be refunded to the Applicant after the Transmission Facilities go into service.

REFUND PERIOD: The first full calendar year after the Transmission Facilities go into service and shall last for ten (10) years.

RETAIL SERVICE: Electric service to PG&E's end-use or retail customers which is of a permanent and established character and may be continuous, intermittent, or seasonal in nature. For purposes of this Rule, Retail Service does not include or relate to providing generation service and/or the electric commodity.

RULE: This Electric Rule No. 30.

SPECIAL FACILITIES: As that term is defined in Section A.3.a.

SPECIAL FACILITIES AGREEMENT: A form agreement on file with the CPUC for the design, procurement, construction and installation of Special Facilities.

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SPECIAL FACILITIES COST ESTIMATE. A cost estimate provided by PG&E to an Applicant estimating the cost of Special Facilities requested by the Applicant and/or that are necessary for project-specific circumstances.

SPECIAL FACILITIES MONTHLY COST OF OWNERSHIP CHARGE. The monthly charge for the cost of ownership for Special Facilities as defined in Section A.3.

STANDARD FACILITIES COST ESTIMATE. A cost estimate provided by PG&E to an Applicant requesting Special Facilities. The cost estimate shall estimate the cost of facilities that PG&E would normally install which PG&E, in its sole discretion, deems are necessary to provide Retail Service.

SUBSEQUENT APPLICANT: An applicant who requests Retail Service under this Rule and utilizes the Transmission Interconnection Upgrades and/or Transmission Interconnection Network Upgrades paid for by Applicant and still subject to an outstanding Refund amount.

SUBSEQUENT USE REFUND: The difference between a Subsequent Applicant's Base Annual Refund Calculation and the Supplicant Applicant's Total Refund Amount if the amount is greater than zero.

SUBSTRUCTURES: The surface and subsurface structures which are necessary to contain or support PG&E's electric facilities. This includes, but is not limited to, such things as splice boxes, pull boxes, equipment vaults and enclosures, foundations or pads for surface-mounted equipment.

TOTAL REFUND AMOUNT. The sum of the Adjusted Applicant Payment, Adjusted Applicant Build Cost, and/or the Adjusted Contribution Cost, plus interest as described in Section D.4.

TRANSMISSION FACILITIES: All facilities including Transmission Service Facilities, Transmission Interconnection Upgrades, Transmission Interconnection Network Upgrades, and/or Transmission Network Upgrades to furnish Retail Service to non-residential Applicants seeking Retail Service.

TRANSMISSION INTERCONNECTION UPGRADES: Electric transmission facilities required in a new or existing PG&E-owned substation, switching station, or similar facility to accomplish the physical interconnection of the Applicant's Facility and/or mitigate any adverse impacts. *See* Section C.1 for an example of these facilities. These facilities are referred to as Facility Type 2.

TRANSMISSION INTERCONNECTION NETWORK UPGRADES: New electric transmission facilities which are necessary for the interconnection to a PG&E-owned substation, switching station, or similar facility to PG&E's electric transmission system to provide electric service to the Applicant's Facility and/or mitigate any adverse impacts. These upgrades may include but are not limited to protection, permitting, and relocation upgrades needed to connect the applicant. *See* Section C.1 for an example of these facilities. These facilities are referred to as Facility Type 3.

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RETAIL SERVICE TRANSMISSION FACILITIES

TRANSMISSION LINE: An electric line used for electric power transmission service. Electric lines rated 50 kV and greater are transmission lines.

TRANSMISSION NETWORK UPGRADES: Upgrades to PG&E's existing transmission facilities ($\geq$50 kV) to mitigate any adverse impact and provide Applicant with adequate electric service to the CAISO controlled grid. *See* Section C.1 for an example of these facilities. These facilities are referred to as Facility Type 4.

TRANSMISSION SERVICE FACILITIES: Transmission Service Facilities shall consist of: (a) transmission underground or overhead service conductors, (b) poles, towers, and structures to support overhead service conductors, (c) PG&E-owned metering equipment, and (d) other PG&E-owned equipment necessary to provide electric service to the Applicant's Facility from a PG&E-owned substation, switching station, or similar facility. *See* Section C.1 for an example of these facilities. These facilities are referred to as Facility Type 1.

USAGE FORECAST: Applicant shall provide to PG&E in its application for service a forecast of expected load for the first ten (10) years that the Transmission Facilities are in service.

PACIFIC GAS AND ELECTRIC COMPANY

ATTACHMENT C

PROPOSED CHANGES TO

ELECTRIC RULE 30

Attachment C – PG&E's Proposed Changes to Electric Rule 30[1]

	Rule 30 Section	Party	Position (including Testimony Reference)	PG&E Response
1.	Applicability	Cal Advocates	Removal of "sole discretion" (Cal Advocates Testimony, Section III.D)	PG&E agrees to this change
2.	A.1.a	Cal Advocates	Removal of "sole discretion" (Cal Advocates Testimony, Section III.D)	PG&E agrees to this change
3.	A.2.c	Cal Advocates	Removal of "sole discretion" (Cal Advocates Testimony, Section III.D)	PG&E agrees to this change
4.	A.3	Cal Advocates	Removal of "sole discretion" (Cal Advocates Testimony, Section III.D)	PG&E agrees to this change
5.	A.3.a	Cal Advocates	Add language describing Special Facilities as being beyond those facilities PG&E would normally provide (Cal Advocates Testimony, Section III.D.2)	PG&E agrees to this change
6.	A.3.b	Cal Advocates	Removal of "sole discretion" (Cal Advocates Testimony, Section III.D)	PG&E agrees to this change

1 In Appendix B-1 to its testimony, the Public Advocates Office of the California Public Utilities Commission (Cal Advocates) provided a red-line version of Electric Rule 30 with a number of changes. Although some of Cal Advocates' proposed changes were simply wordsmithing and or introduced ambiguity or lacked clarity, other proposed changes are appropriate and PG&E agrees that Electric Rule 30 should be revised to reflect these changes. This Attachment does not include all of Cal Advocates' proposed changes but instead only includes Cal Advocates' proposed changes that are supported by PG&E. This Attachment also addresses changes proposed by the California Community Choice Association (CalCCA) that are supported by PG&E.

	Rule 30 Section	Party	Position (including Testimony Reference)	PG&E Response
7.	A.8	CalCCA	CalCCA has proposed a new Section A.8 to include in Electric Rule 30 to provide notice to customers regarding information sharing and Community Choice Aggregator (CCA) service (Cal CCA Testimony, Appendix A)	PG&E agrees with this proposal except that the proposed language should be modified to refer to “20 business days” instead of “20 calendar days”
8.	B.3	Cal Advocates	Removal of “sole discretion” (Cal Advocates Testimony, Section III.D)	PG&E agrees to this change
9.	B.3	Cal Advocates	Changed “be eligible” to “elect” (Cal Advocates Testimony, Appendix B at B-0006)	PG&E agrees to this change
10.	C.2	PG&E	Added clarifying language regarding Facility Types 1-4	N/A
11.	C.2	Cal Advocates	Changed “to the Applicant by PG&E” to “by PG&E and mutually agreed upon by Applicant” (Cal Advocates Testimony, Appendix B at B-0008)	PG&E agrees to this change
12.	C.2	Cal Advocates	Changed “by PG&E” to “through PG&E’s Transmission Owner Tariff approved by the Federal Energy Regulatory Commission.” (Cal Advocates Testimony, Appendix B at B-0008)	PG&E agrees to this change

	Rule 30 Section	Party	Position (including Testimony Reference)	PG&E Response
13.	C.2.b	Cal Advocates	Removal of “sole discretion” (Cal Advocates Testimony, Section III.D)	PG&E agrees to this change
14.	C.3	Cal Advocates	Changed “PG&E may, in its sole discretion, decide whether or not to accept some or all of the Applicant’s proposed Contribution” to “PG&E will accept the Applicant’s proposed Contribution if it provides a lesser cost than what PG&E would pay for the same equipment, property rights, or in-kind service unless reasonable circumstances exist to reject the Contribution.” (Cal Advocates Testimony, Appendix B at B-0009)	PG&E agrees to this change
15.	C.3.b	Cal Advocates	Removal of “sole discretion” (Cal Advocates Testimony, Section III.D)	PG&E agrees to this change
16.	C.4	PG&E	Added clarifying language regarding Facility Types 1-4	N/A
17.	C.4.a	Cal Advocates	Removal of “sole discretion” (Cal Advocates Testimony, Section III.D) Additional language regarding invoicing (Cal Advocates Testimony, Appendix B at B-0009)	PG&E agrees to this change
18.	C.4.b	Cal Advocates	Removal of “sole discretion” (Cal Advocates Testimony, Section III.D)	PG&E agrees to this change

	Rule 30 Section	Party	Position (including Testimony Reference)	PG&E Response
19.	C.4.c	Cal Advocates	Add language stating "Audit findings will also be made available to CPUC Energy Division staff." (Cal Advocates Testimony, Appendix B at B-0009)	PG&E agrees to this change
20.	D.6 and D.6.a	PG&E	Conforming language to Electric Rule 15.E.4 and providing clarity that Monthly Ownership Charge is deducted from the Refunds due Applicant, if any.	N/A
21.	D.8	PG&E	Scoping Memo clarified that D.23-12-037 does not apply	N/A
22.	D.8	Cal Advocates	Add language stating "Audit findings will also be made available to CPUC Energy Division staff." (Cal Advocates Testimony, Appendix B at B-0013)	PG&E agrees to this change
23.	E.1	Cal Advocates	Removal of "sole discretion" (Cal Advocates Testimony, Section III.D)	PG&E agrees to this change
24.	E.1.c	Cal Advocates	Add "design and construction" (Cal Advocates Testimony, Appendix B at B-0014)	PG&E agrees to this change
25.	E.1.d	PG&E	Remove statement that review and oversight costs are not eligible for refund as PG&E would have incurred these costs regardless	N/A

	Rule 30 Section	Party	Position (including Testimony Reference)	PG&E Response
			of Applicant Build Option and thus they would be refundable	
26.	E.6	Cal Advocates	Removal of “sole discretion” (Cal Advocates Testimony, Section III.D)	PG&E agrees to this change
27.	E.9	Cal Advocates	Add language stating “Audit findings will also be made available to CPUC Energy Division staff.” (Cal Advocates Testimony, Appendix B at B-0016)	PG&E agrees to this change
28.	E.11.b	Cal Advocates	Removal of “sole discretion” (Cal Advocates Testimony, Section III.D) Add “will accept the Applicant Build Option if the cost is less than PG&E’s estimated cost for the same work, unless PG&E determines that the Applicant is unable to meet design and construction standards and requirements under the Applicant Build Option.” (Cal Advocates Testimony, Appendix B at B-0016)	PG&E agrees to these changes but added “or reasonable circumstances exist to reject the Applicant Build Option” to parallel language proposed by Cal Advocates for Contributions
29.	F.1	Cal Advocates	Removal of “sole discretion” (Cal Advocates Testimony, Section III.D) Proposed additional language changes including “or to meet the convenience of the Applicant.”	PG&E agrees with removal of sole discretion language and to adding “or to meet the convenience of the Applicant”

	Rule 30 Section	Party	Position (including Testimony Reference)	PG&E Response
			(Cal Advocates Testimony, Appendix B at B-0018)	
30.	F.2	Cal Advocates	Removal of “sole discretion” (Cal Advocates Testimony, Section III.D)	PG&E agrees to these changes
31.	F.3	Cal Advocates	Proposed various changes to exceptional case filing provision (Cal Advocates Testimony, Appendix B at B-0018)	PG&E agrees to changing “unreasonable” to “unjust” and adding in that the Applicant can make an exceptional case request
32.	F.6	Cal Advocates	Removal of “sole discretion” (Cal Advocates Testimony, Section III.D) Cal Advocates proposed additional changes to the language to reflect the need for CPUC approval through a Tier 2 advice letter (Cal Advocates Testimony, Executive Summary at 2 and Appendix B at B-0018)	PG&E agrees to these changes
33.	F.7	Cal Advocates, TURN, and PG&E	Cal Advocates and TURN have proposed minimum demand charges. (Cal Advocates Testimony, Sections C.1 and C.2) (TURN Testimony at 29)	PG&E agrees with the proposal for minimum demand charges but has a different proposal as to how these changes should be calculated. PG&E has included a placeholder in Electric Rule 30 that would be revised based on a final CPUC decision in this proceeding.
34.	F.7	Cal Advocates, TURN, and PG&E	Cal Advocates and TURN have proposed minimum contract terms. (Cal Advocates Testimony, Section C.3)	PG&E agrees with the proposal for a minimum contract term but has a different proposal as to the length of this term than TURN. PG&E has included a placeholder

	Rule 30 Section	Party	Position (including Testimony Reference)	PG&E Response
			(TURN Testimony at 29)	in Electric Rule 30 that would be revised based on a final CPUC decision in this proceeding.
35.	F.7	Cal Advocates, and PG&E	Cal Advocates and TURN have proposed an early termination fee (Cal Advocates Testimony, Section C.3) (TURN Testimony at 29)	PG&E agrees with the proposal for an early termination fee but has a different proposal as to certain elements of the fee. PG&E has included a placeholder in Electric Rule 30 that would be revised based on a final CPUC decision in this proceeding.
36.	G (CCA)	PG&E	Adding definition of Community Choice Aggregator	N/A
37.	G (Mixed Fuel New Construction)	PG&E	Scoping Memo clarified that D.23-12-037 does not apply	N/A
38.	G (Net Revenue)	Cal Advocates	Add "based on actual meter usage" (Cal Advocates Testimony, Appendix B at B-0024)	PG&E agrees to this change
39.	G (Retail Service)	CalCCA	CalCCA has proposed changes to the definition of Retail Service (Cal CCA Testimony, Appendix A)	PG&E agrees to this change
40.	G (Transmission Interconnection Upgrades)	PG&E	Added clarifying language regarding Facility Type	N/A

	Rule 30 Section	Party	Position (including Testimony Reference)	PG&E Response
41.	G (Transmission Interconnection Network Upgrades)	PG&E	Added clarifying language regarding Facility Type	N/A
42.	G (Transmission Network Upgrades)	PG&E	Added clarifying language regarding Facility Type	N/A
43.	G (Transmission Service Facilities)	PG&E	Added clarifying language regarding Facility Type	N/A

PACIFIC GAS AND ELECTRIC COMPANY

ATTACHMENT D

FORM AGREEMENT (CLEAN)

ELECTRIC RULE NO. 30
RETAIL SERVICE TRANSMISSION FACILITIES

APPLICABILITY: This Rule is applicable to Transmission Facilities to furnish Retail Service to non-residential Applicants for a Facility at transmission voltages from 50 kV up to and including 230 kV. A determination of the voltage at which an Applicant shall receive Retail Service for a Facility shall be made by PG&E. If PG&E determines that an Applicant shall receive Retail Service at a Facility at less than 50 kV, Applicant shall not be eligible to receive service under this Rule.

In this Rule, capitalized terms are defined in Section G.

A. GENERAL

1. TRANSMISSION FACILITIES

   a. DESIGN. PG&E will be responsible for planning, designing, and engineering Transmission Facilities using PG&E's standards for material, design, and construction. Applicants may be eligible for the Applicant Build Option in Section E.

   b. CONSTRUCTION AND DESIGN SPECIFICATIONS, STANDARDS, TERMS, AND CONDITIONS

      1) In compliance with California Public Utilities Code Section 783(g)(1), PG&E will apply only those construction and design specifications, standards, terms, and conditions that are applicable to a new project under this Rule for the 18 months following the date an Applicant's application is approved.

      2) Consistent with California Public Utilities Code Section 783(g)(2), PG&E may adopt modifications to those construction and design specifications, standards, terms, and conditions applicable to a new project under this Rule only in accordance with any of the following:

         a) An order or decision of the CPUC or any other state or federal agency with jurisdiction.

         b) A work order issued by PG&E to implement construction or design changes necessitated by an Applicant-driven scope of work modification.

         c) A material-related design change identified by PG&E to remedy a construction material defect that could pose a risk to public safety.

      3) Consistent with California Public Utilities Code Section 783(h)(1), the Applicant's application approval date refers to the earlier of either: (1) the effective date of the contract for electric service; or (2) the date when PG&E first invoices the Applicant for the extension of electric service.

   c. OWNERSHIP. The Transmission Facilities installed under the provisions of this Rule shall be owned, operated, and maintained by PG&E, except for Substructures and

enclosures that are on, under, within, or a part of a building or structure owned by Applicant.

d. SERVICE FROM NON-PG&E FACILITIES. PG&E shall not be required to serve any Applicant from Transmission Facilities that are not owned, operated, and maintained by PG&E.

2. TRANSMISSION FACILITIES LOCATION AND PREMISE LAND RIGHTS

   a. RIGHTS OF WAY. PG&E will own, operate, and maintain Transmission Facilities only:

      1) Along public streets, alleys, roads, highways and other publicly dedicated ways and places which PG&E has the legal right to occupy; and

      2) On public lands and private property across which rights of way and permits satisfactory to PG&E may be obtained.

   b. NORMAL ROUTE OF TRANSMISSION LINE. The length and normal route of a Transmission Line will be determined by PG&E, and considered as the distance along the shortest, most practical, available, and acceptable route, which is clear of obstructions from the service connection to PG&E's nearest permanent and available transmission facility with both sufficient existing or otherwise planned capacity and adequate existing or otherwise planned protection to completely interconnect and adequately serve the Applicant's Facility.

   c. LAND RIGHTS ON APPLICANT'S PREMISES. Applicant shall provide without cost to PG&E all land and/or permanent rights of way or easements, satisfactory to PG&E on Applicant's Premises that PG&E deems necessary in order to provide Retail Service to the Facility. Land and/or property rights on the Premises provided by the Applicant to PG&E shall not be considered a Contribution if the land and/or property rights are solely needed to provide Retail Service to the Facility, where the facilities are dedicated to Applicant and not capable of expansion to serve others.

3. SPECIAL FACILITIES. PG&E normally installs only those standard facilities which PG&E deems are necessary to provide Retail Service. Applicant may request Special Facilities and/or Special Facilities may be required in order to provide Retail Service to Applicant's Facility. PG&E may decide not to install Special Facilities. If PG&E agrees to install Special Facilities, then Applicant shall bear Incremental Special Facilities Costs, ITCC if applicable, and the Special Facilities Monthly Cost of Ownership Charge.

   a. Special Facilities include: (1) facilities requested by the Applicant beyond those PG&E would normally provide for standard service to bona-fide load, where bona-fide load is determined by PG&E using actual and historic load(s) for customer(s) of similar type and size; (2) facilities and/or portions of facilities constructed for the sole use of the Applicant at the Applicant's request which would normally be constructed to allow for potential use by other customers; and/or (3) facilities required by project-

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RETAIL SERVICE TRANSMISSION FACILITIES

specific circumstances, such as but not limited to space constraints, which results in additional costs. For purposes of the definition of Special Facilities, PG&E would normally provide for delivery of service at one point, through one meter, at one voltage class under its tariff schedules.

b. Special Facilities shall be installed, owned, and maintained by PG&E as an accommodation to the Applicant only if: (1) PG&E agrees to the installation of Special Facilities; and (2) the reliability of service to PG&E's other customers is not impaired by the Special Facilities.

c. Special Facilities will be installed under the terms and conditions of a Special Facilities Agreement in the form on file with the CPUC.

d. When Special Facilities are requested by the Applicant and/or required by project-specific circumstances, PG&E shall provide to the Applicant a Standard Facilities Cost Estimate and a Special Facilities Cost Estimate.

e. A Special Facilities Monthly Cost of Ownership Charge shall be paid by the Applicant consistent with the percentage in Electric Rule No. 2.I.3.b, as may be amended from time to time.

f. In accordance with Electric Rule No. 2.I.3.d, as may be amended from time to time, where PG&E determines the collection of continuing Special Facilities Monthly Cost of Ownership Charges is not practicable, the Applicant shall be required to make an equivalent one-time payment in lieu of the Special Facilities Monthly Cost of Ownership Charge.

4. CONTRACTS. To receive Retail Service under this Rule, Applicant shall execute all necessary written contract(s). Such contracts shall be in the form on file with the CPUC.

5. ACCESS TO APPLICANT'S PREMISES. PG&E shall at all times have the right to enter and leave Applicant's Premises for any purpose connected with the furnishing of Retail Service (meter reading, inspection, testing, routine repairs, replacement, maintenance, vegetation management, emergency work, etc.) and the exercise of any and all rights secured to it by law or under PG&E's applicable tariff schedules. These rights may include but are not limited to: (1) the installation and use of a PG&E-approved locking device; (2) safe and ready access for PG&E personnel free from unrestrained animals; (3) unobstructed ready access for PG&E's vehicles and equipment to install, remove, repair, or maintain its facilities; and (4) removal of any and all of PG&E's property installed on Applicant's Premises after the termination of service.

6. WORK PERFORMED ON TRANSMISSION FACILITIES. Only personnel duly authorized by PG&E are allowed to connect or disconnect service conductors to or from PG&E-owned electrical facilities, remove PG&E-owned electrical facilities and equipment, or perform any work upon PG&E-owned electrical facilities.

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7. FACILITY TAMPERING. Applicant shall provide a suitable means acceptable to PG&E for placing PG&E's seals on meter rings and covers of service enclosures and instrument transformer enclosures which protect unmetered energized conductors installed by Applicant. All PG&E-owned meters and enclosure covers will be sealed only by PG&E's authorized employees and such seals shall be broken only by PG&E's authorized employees. However, in an emergency, PG&E may allow a public authority or other appropriate party to break the seal. Any unauthorized tampering with PG&E-owned seals or connection of Applicant-owned facilities to unmetered conductors at any time is prohibited and is subject to the provisions of Electric Rule No. 11, as may be amended or modified.

8. INFORMATION SHARING WITH CCAs. For any Facility at a location within the service area of a CCA, the CCA is the default provider of generation service. The affected CCA will automatically serve any new Applicant in its service area subject to the choice of the Applicant to opt out of CCA service to receive generation service from PG&E. Upon receipt of an application for Retail Service for a Facility in a CCA's service area, PG&E will provide the affected CCA a copy of the application within twenty (20) business days of receipt, to ensure the CCA receives key information about the Retail Service request to inform the CCA of the new customer, including the customer contact information, location, facility type, capacity ramp schedule, on-site generation, and requested timing for the interconnection. PG&E will also provide to the affected CCA quarterly reports that provide updates on the proposed interconnection timelines related to Applicant, and any changes to customer information or timelines. Information provided by PG&E to the CCA is subject to confidentiality protections established by the CPUC.

B. INSTALLATION AND METERING REQUIREMENTS AND FACILITY RESPONSIBILITIES

1. UNDERGROUND TRANSMISSION FACILITIES. PG&E is responsible for furnishing and installing cables, switches, and other electrical facilities required for any underground Transmission Facilities. Underground facilities are not eligible to be a part of the Applicant Build Option in Section E.

2. OVERHEAD TRANSMISSION FACILITIES. PG&E is responsible for furnishing and installing all overhead and above-ground facilities required for the Transmission Facilities, subject to the Applicant Build Option in Section E.

3. APPLICANT BUILD OPTION. Applicant may elect to design, procure, construct, and install, in accordance with PG&E's standards and specifications and using qualified contractors, Applicant Build Facilities. See Section E for further details.

4. METERING FACILITIES

   a. METER USAGE AND LOCATION. Delivery of all electric power and energy will be metered, unless otherwise provided for by PG&E's tariff schedules or by other applicable laws. All meters and associated metering equipment shall be located at some protected location on Applicant's Premises as approved by PG&E.

b. NUMBER OF METERS. Normally only one meter will be installed for a single non-residential enterprise on a single Premises, except: (1) when otherwise required or allowed under PG&E's tariff schedules; (2) at the option of and as determined by PG&E, for its operating convenience, consistent with its engineering design; (3) when required by law or local ordinance; (4) when additional services are granted by PG&E; or (5) when otherwise approved by PG&E.

c. MULTIPLE OCCUPANCY. In a building with two or more tenants, or where more than one meter is used on the same Premises, the meters normally shall be grouped at one central location, or as otherwise specified by PG&E, and each meter position or socket shall be clearly and permanently marked by Applicant and/or the owner of the Premises to indicate the particular unit, occupancy, or load supplied by it. For revenue billing electric service shall be individually metered to each tenant in a non-residential building or group of buildings or other development on a single Premises with multiple tenants or enterprises (such as, but not limited to, an office building or shopping center complex). Alternative metering arrangements as determined by PG&E may be allowed only as specified in Electric Rule No. 18 and applicable rate schedules.

d. PG&E-OWNED METERS. When a meter is owned by PG&E, PG&E will be responsible for the necessary instrument transformers where required, test facilities, meters, associated metering equipment, and the metering enclosures when PG&E elects to locate metering equipment at a point that is not accessible to Applicant.

5. APPLICANT FACILITY RESPONSIBILITIES. Applicant shall, at its sole liability, risk, and expense, be responsible to furnish, install, own, maintain, inspect, and keep in good and safe condition, all facilities of any kind or character on Applicant's Premises that are not the responsibility of PG&E but are required by PG&E for Applicant to receive Retail Service. Such facilities shall include but are not limited to the overhead or underground termination equipment, conduits, service entrance conductors, connectors, meter sockets, meter and instrument transformer housing, service switches, circuit breakers, fuses, relays, wireways, metered conductors, machinery and apparatus of any kind or character. Detailed information on PG&E's service equipment requirements will be furnished to the Applicant by PG&E.

6. APPLICANT REASONABLE CARE OF PG&E FACILITIES. Applicant shall exercise reasonable care to prevent PG&E's Transmission Facilities and/or meters on the Applicant's Premises from being damaged or destroyed and shall refrain from interfering with PG&E's operation of the facilities and shall notify PG&E of any obvious defect.

C. ADVANCES, CONTRIBUTIONS, AND ACTUAL COST PAYMENTS

1. GENERAL. Figure 1 below provides an illustrative diagram of the potential different components of Transmission Facilities that may be required in response to an Applicant's request for Retail Service at its Facilities and/or Premises.

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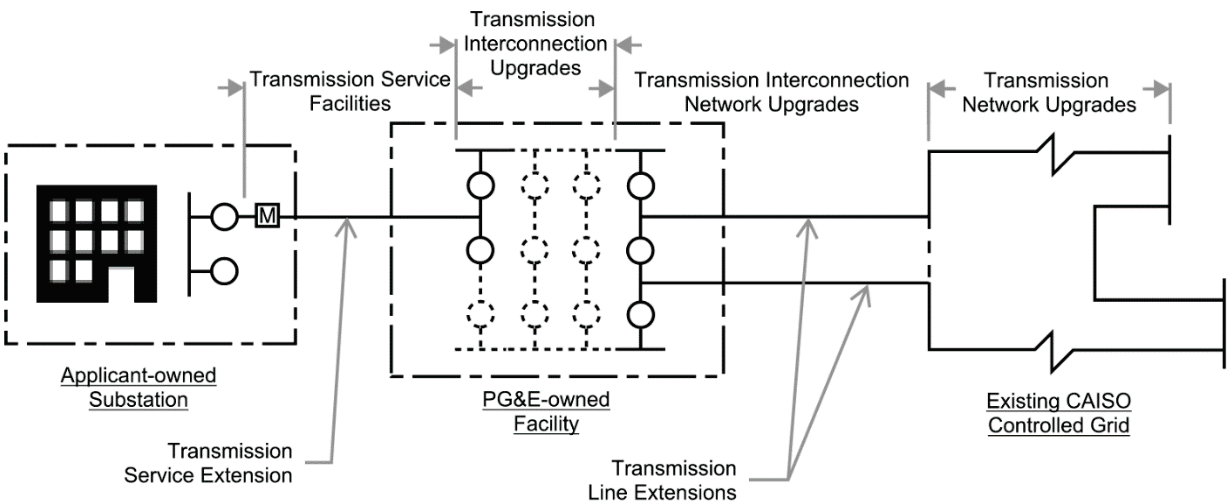
Figure 1: Illustrative Diagram of Transmission Facility Types
(Dashed lines represent potential future Transmission Interconnection Upgrades)



2. REQUIRED ADVANCE FOR FACILITY TYPES 1-3. An Advance is required from the Applicant for the design, procurement, construction, and/or installation work that has been or will be performed by PG&E for Transmission Service Facilities (Facility Type 1), Transmission Interconnection Upgrades (Facility Type 2), and Transmission Interconnection Network Upgrades (Facility Type 3). The Advance is based on the Project Specific Cost Estimate provided by PG&E and mutually agreed upon by Applicant. An Advance is not required for Transmission Network Upgrades (Facility Type 4).

   a. An Applicant may be required to provide separate advances for preliminary work performed by PG&E. To the extent that these preliminary advances are not included within the scope of the Advance required in this Rule, they will be addressed through agreements and/or form contracts between PG&E and the Applicant. These advances, which are outside of the scope of the Rule 30 Advance, may not be refundable.

   b. The amount and timing of payment for Advances under this Rule shall be specified in a CPUC-approved form contract between the Applicant and PG&E. If the Applicant fails to pay the Advance in the time specified, PG&E reserves the right to stop performance of its work. If PG&E stops performance, and Applicant subsequently pays the Advance, the timing of PG&E re-commencing work shall be based on availability of resources.

3. OPTIONAL CONTRIBUTIONS. Applicant may provide in-kind services, equipment, and/or land and property rights to PG&E for purposes of installing the Transmission Facilities.

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a. Before providing any Contribution to PG&E, Applicant shall provide to PG&E a binding estimated cost of each service, piece of equipment, and/or land and property rights included in the Applicant's proposed Contribution.

b. After receiving the binding estimated cost, PG&E will accept the Applicant's proposed Contribution if it provides a lesser cost than what PG&E would pay for the same equipment, property rights, or in-kind service unless reasonable circumstances exist to reject the Contribution.

c. Consistent with Section A.2.c, land and/or property rights provided on the Applicant's Premises shall not be considered a Contribution if the land and/or property rights are solely needed to provide Retail Service to the Facility, where the facilities are dedicated to Applicant and not capable of expansion to serve others.

4. ACTUAL COST PAYMENTS. PG&E is entitled to receive from Applicant PG&E's Actual Costs for work performed on the Transmission Service Facilities (Facility Type 1), Transmission Interconnection Upgrades (Facility Type 2), and/or Transmission Interconnection Network Upgrades (Facility Type 3).

   a. When PG&E's Actual Costs for work on the Transmission Service Facilities, Transmission Interconnection Upgrades, and/or Transmission Interconnection Network Upgrades exceed the Advance, PG&E will submit an invoice to Applicant, in accordance with PG&E invoicing standards, not more than once each month for Actual Costs incurred by PG&E to date that exceed the Advance. PG&E and the Applicant will determine and mutually agree upon the timing for providing invoices but not more than once each month.

   b. Applicant shall pay all invoiced amounts within forty-five (45) calendar days after receipt of PG&E's invoice ("Actual Cost Payments"). If the Applicant does not pay PG&E within forty-five (45) calendar days after receipt of an invoice, the Applicant shall pay PG&E interest on the unpaid amount at the Interest Rate. PG&E shall also be entitled to stop performance of its work until an overdue payment is received. If PG&E stops performance, and Applicant subsequently pays outstanding invoiced amounts, the timing of PG&E re-commencing work shall be based on availability of resources.

   c. The Applicant shall have reasonable access to PG&E's accounts and records for the purposes of reviewing PG&E's invoices for payment and auditing PG&E's Actual Costs. Audit request(s) and support will be at the expense of the Applicant. Audit requests shall be made in writing to PG&E and shall specify the material(s) and information requested. Audit findings will also be made available to CPUC Energy Division staff.

5. TAX. All taxable Advances, Contributions, and/or Actual Cost Payments by Applicant shall include an Income Tax Component of Contribution (ITCC) at the rate provided in PG&E's Preliminary Statement J. ITCC will be either refundable or non-refundable in

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accordance with the corresponding Advances, Contributions, and/or Actual Cost Payments.

6. JOINT APPLICANTS. In circumstances where several Applicants are seeking Retail Service and the same Transmission Interconnection Upgrades and/or Transmission Interconnection Network Upgrades are required to furnish Retail Service to each of these Applicants (Joint Applicants), the Joint Applicants shall mutually agree on apportioning among themselves the Advances, Contributions, and/or Actual Cost Payments for the Transmission Interconnection Upgrades and/or Transmission Interconnection Network Upgrades (Apportionment Agreement) and shall provide the written Apportionment Agreement to PG&E in a form acceptable by PG&E before any of the Joint Applicants executes a contract(s) for electric service. Where necessary, PG&E will work with the Joint Applicants to facilitate an Apportionment Agreement. If the Joint Applicants are unable to agree on the terms of an Apportionment Agreement, PG&E shall prepare an Apportionment Agreement that each Joint Applicant will be required to execute in order to receive Retail Service. The Apportionment Agreement shall be incorporated into each Joint Applicant's contract(s) for Retail Service.

7. TERMINATION OF SERVICE REQUEST PRIOR TO TRANSMISSION FACILITIES BEING PUT INTO SERVICE. If at any point in time prior to the Transmission Facilities going into service, the Applicant terminates its request for Retail Service as a result of bankruptcy or for any other reason, PG&E reserves the right to retain the portion of any Advance and/or Actual Cost Payments that it has earned based on the work performed for the Applicant prior to termination. PG&E shall return to Applicant any portion of the Advance and/or Actual Cost Payments that exceed the cost of the work performed by PG&E prior to the Applicant's termination. Termination of a request for retail Service from the Applicant must be provided in writing to PG&E.

8. FAILURE TO TAKE SERVICE. If the Applicant does not take any electrical service from PG&E for any reason by the end of the first calendar year after the Transmission Facilities are in service, the Applicant forfeits the right to receive any Refund under Section D.

9. EXCESS FACILITIES. If the Applicant's Load is significantly lower than the Applicant's Usage Forecast, PG&E reserves the right to remove, abandon, or replace Excess Facilities and Applicant shall pay PG&E its Actual Costs to remove, abandon, or replace the Excess Facilities, less the estimated salvage of any removed facilities.

10. REFUND OF ADVANCE IN EXCESS OF ACTUAL COSTS. If PG&E's Actual Costs for the Transmission Service Facilities, Transmission Interconnection Upgrades, and/or Transmission Interconnection Network Upgrades are less than the Advance, PG&E shall refund to the Applicant the amount of the Advance that exceeds the Actual Costs. The refund shall include interest on the refunded amount at the Interest Rate accruing during the Interest Period. The Applicant is not entitled to interest on any ITCC amount included in the Advance.

D. REFUNDS

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1. GENERAL. Refunds may be provided by PG&E to the Applicant during the Refund Period. Applicant may be eligible for Refunds of the following amounts:

   a. Adjusted Applicant Payment

   b. Adjusted Contribution Cost

   c. Adjusted Applicant Build Cost

   These three amounts are referred to as the Total Refund Amount.

2. REFUND AVAILABILITY. Refunds are available for Transmission Service Facilities, Transmission Interconnection Upgrades, and/or Transmission Interconnection Network Upgrades. Refunds are not available for Transmission Network Upgrades because an Applicant is not required to provide an Advance and/or Actual Cost Payments for a Transmission Network Upgrade.

3. REFUND PERIOD. The Refund Period shall start in the first full calendar year after the Transmission Facilities go into service and shall last for ten (10) years. After the Refund Period ends, the Applicant shall not be entitled to any further Refunds. The total Refunds received by Applicant during the Refund Period may be less than the Total Refund Amount but shall never exceed the Total Refund Amount.

4. REFUND CALCULATION:

   a. PG&E will calculate Refunds, if any, for the first three calendar years of the Refund Period using the Base Annual Revenue Calculation. The Refund Amount for the calendar year shall be the Base Annual Revenue Calculation less any Refunds paid to the Applicant in prior calendar years during the Refund Period.

   b. The Applicant is responsible for notifying PG&E if new, permanent load is added during the fourth through tenth year of the Refund Period no later than December 31st of the calendar year and providing documentation of the new, permanent load. If the Applicant does not provide PG&E notice by December 31st, PG&E will not calculate or provide a Refund for that calendar year.

   c. The total Refunds provided during the Refund Period shall not exceed the Total Refund Amount.

   d. At the end of the Refund Period, if the total Refunds are less than the Total Refund Amount, Applicant forfeits its right to receive any additional Refunds.

   e. As a part of a Refund, the Applicant is entitled to interest accruing during the Interest Period at the Interest Rate on any Advance and/or Actual Cost Payment. The Applicant is not entitled to interest on: (1) any interest for any period of time after the Interest Period; (2) any ITCC payments or amounts provided to PG&E; and (3) any Adjusted Contribution Cost and/or Adjusted Applicant Build Cost.

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f. Applicant may also receive refundable ITCC.

5. REFUND TIMING. Refunds for a calendar year during the Refund Period will be made by PG&E within one hundred and twenty (120) days after the end of the calendar year.

6. MONTHLY OWNERSHIP CHARGE. When any portion of the Total Refund Amount has not been provided as a Refund after the first calendar year of the Refund Period, for each calendar year during the Refund Period following the first calendar year, the customer-financed Cost of Ownership percentage from Electric Rule No. 2.I.3.b, as may be amended from time to time, shall be applied to the difference between the Total Refund Amount and the Refunds paid to date and paid by the Applicant as a Monthly Ownership Charge. The Monthly Ownership Charge serves to recover the cost of operating and maintaining Transmission Facilities that are not fully utilized.

   a. The Monthly Ownership Charge shall be accrued annually and be deducted from subsequent Refunds due to the Applicant. Monthly Cost of Ownership costs are in addition to the refundable amount and will normally be accumulated and deducted from Refunds due to Applicant.

7. JOINT APPLICANTS. In the circumstance of Joint Applicants as provided in Section C.6, Refunds will be distributed to the Joint Applicants in the proportion specified in their Apportionment Agreement.

8. AUDIT OF ACTUAL CONTRIBUTION COSTS FOR PURPOSES OF REFUND. To the extent that Applicant seeks a Refund of costs for Contributions, PG&E shall have reasonable access to Applicant's accounts and records for the purposes of reviewing and/or auditing the actual cost incurred by the Applicant for the Contribution. Audit request(s) and support will be at the expense of PG&E. Audit requests shall be made in writing to Applicant and shall specify the material(s) and information requested. Audit findings will also be made available to CPUC Energy Division staff.

9. TERMINATION OF SERVICE. If the Applicant terminates Retail Service during the Refund Period, and the Total Refund Amount has not been provided as a Refund, the Applicant automatically forfeits any remaining Refund amount.

10. SUBSEQUENT USE OF TRANSMISSION INTERCONNECTION UPGRADES AND/OR TRANSMISSION INTERCONNECTION NETWORK UPGRADES. If prior to or during the Refund Period, a Subsequent Applicant requests Retail Service under this Rule and the Subsequent Applicant's Retail Service will utilize the Transmission Interconnection Upgrades and/or Transmission Interconnection Network Upgrades paid for by Applicant and there is an outstanding Refund amount for which the Applicant is eligible, PG&E will implement the following:

    a. To the extent PG&E has paid the Subsequent Applicant its Total Refund Amount and the Base Annual Revenue Calculation for the Subsequent Applicant indicates an amount above the Total Refund Amount, PG&E will provide a Subsequent Use Refund to the Applicant that is the difference between a Subsequent Applicant's

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Base Annual Refund Calculation and the Subsequent Applicant's Total Refund Amount if the amount is greater than zero.

b. PG&E will only perform the Subsequent Use Refund calculation after the Subsequent Applicant has received its Total Refund Amount. The Subsequent Use Refund will be calculated once and applied one-time to the Applicant's outstanding Refund amounts.

c. The total of the Subsequent Use Refund and Refund paid to Applicant shall not exceed the Total Refund Amount.

d. Applicant is not eligible for Subsequent Use Refunds after the Refund Period ends.

E. APPLICANT BUILD OPTION

1. GENERAL. Applicant may be eligible to assume responsibility for the design, procurement, construction, and installation of Applicant Build Facilities. Under this option, Applicant shall be responsible for:

   a. Engineering, procuring equipment for, constructing and/or installing the Applicant Build Facilities using: (1) Good Utility Practice; and (2) standards and specifications provided by PG&E;

   b. Ensuring that the Applicant Build Facilities comply with all requirements of law and regulations that PG&E would be subject to for engineering, procurement, and construction of the Applicant Build Facilities;

   c. Ensuring that materials and equipment used in Applicant Build Facilities meet PG&E's design and construction standards and specifications for materials and/or equipment;

   d. PG&E's review and oversight costs related to the Applicant Build Facilities, except as specified in Section E.9. The Applicant will be separately invoiced for PG&E's costs;

   e. Applicant may not design, procure, construct and/or install any underground facilities as a part of the Applicant Build Facilities. All underground facilities that are a part of the Transmission Facilities will be designed, procured, constructed and installed by PG&E; and,

   f. Applicant may not construct and/or install Transmission Interconnection Upgrades to existing PG&E electrical facilities.

2. PG&E REVIEW. PG&E shall review and approve the engineering design, equipment acceptance tests, and the construction of the Applicant Build Facilities. Applicant shall promptly provide PG&E with a construction schedule when requested by PG&E and shall promptly reply to all information requests from PG&E.

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3. PG&E ACCESS. PG&E shall have the right to gain unrestricted access to Applicant's work on the Applicant Build Facilities and to conduct inspections of the same.

4. REMEDYING DEFICIENCIES. Should any phase of the engineering, equipment procurement, or construction not meet the standards and specifications provided by PG&E, the Applicant shall be obliged to remedy the deficiencies at Applicant's expense. PG&E has the right to direct Applicant to stop all work should any phase of the engineering, equipment procurement, or construction not meet the standards and specifications provided by PG&E unless and until the Applicant remedies the deficiencies.

5. INDEMNITY. The Applicant shall indemnify PG&E for any claims arising from the Applicant's design, procurement, installation, and/or construction of Applicant Build Facilities.

6. TRANSFER OF OWNERSHIP. Upon completion of construction and acceptance by PG&E Applicant shall transfer ownership and control of the Applicant Build Facilities to PG&E. Before the transfer of ownership, Applicant shall deliver to PG&E "as-built" drawings, information, and any other documents that are reasonably required by PG&E to assure that the Applicant Build Facilities are built to the standards and specifications required by PG&E.

7. MINIMUM CONTRACTOR QUALIFICATIONS. Applicant's contractor or subcontractor shall:

   a. Be licensed in California for the appropriate type of work (electrical and general, etc.);

   b. Employ workmen properly qualified for specific skills required (Qualified Electrical Worker, Qualified Person, etc.) as defined in State of California High Voltage Safety Orders (Title 8, Chapter 4, Subchapter 5, Group 2);

   c. Comply with applicable laws (Equal Opportunity Regulations, OSHA, EPA, etc.);

   d. Be from an approved list of contractors furnished by PG&E; and,

   e. Have adequate insurance coverage (worker's compensation, liability, property damage).

8. OTHER CONTRACTOR QUALIFICATIONS. An Applicant shall consider the following qualifications in retaining a contractor or subcontractor:

   a. Is technically competent;

   b. Has access to proper equipment;

c. Demonstrates financial responsibility commensurate with the scope of the contract; and,

d. Is able to furnish a surety bond for performance of the contract, if required.

9. AUDIT OF APPLICANT BUILD FACILITY COSTS FOR PURPOSES OF REFUND. To the extent that Applicant seeks a Refund of Adjusted Applicant Build Costs, PG&E shall have reasonable access to Applicant's accounts and records for the purposes of reviewing and auditing the reasonableness of the costs claimed by Applicant for Applicant Build Facilities. Audit request(s) and support will be at the expense of PG&E. Audit requests shall be made in writing to Applicant and shall specify the material(s) and information requested. Audit findings will also be made available to CPUC Energy Division staff. PG&E may use the results of audit to determine the amount of the Refund owed to Applicant for Applicant Build Facilities.

10. CONTRACTS. Each Applicant electing the Applicant Build Option, subject to PG&E's sole discretion, shall be required to execute a written contract(s) prior to performing work on the Applicant Build Facilities. Such contracts shall be in the form on file with the CPUC.

11. APPLICANT BUILD COSTS.

a. Applicant shall provide PG&E a binding estimated cost of Applicant Build Facilities prior to construction.

b. After receiving the binding estimated cost for the Applicant Build Facilities, PG&E will accept the Applicant Build Option if the cost is less than PG&E's estimated cost for the same work, unless PG&E determines that the Applicant is unable to meet design and construction standards and requirements under the Applicant Build Option or reasonable circumstances exist to reject the Applicant Build Option.

12. TAX. Applicant shall include an ITCC payment to PG&E when it transfers ownership of any Applicant Build Facilities at the rate provided in PG&E's Preliminary Statement J based on the binding cost estimate described in Section E.11. ITCC will be either refundable or non-refundable as described in Section D.

F. SPECIAL CONDITIONS

1. APPLICANT REQUESTED FACILITY RELOCATION OR REARRANGEMENT. Any relocation or rearrangement of PG&E's existing electrical facilities at the request of the Applicant, or to meet the convenience of the Applicant, and agreed upon by PG&E shall be performed by PG&E at Applicant's sole expense. Applicant is not entitled to Refunds for Applicant requested relocations or rearrangements.

2. EXISTING FACILITY REMOVAL. PG&E can abandon or remove existing electrical facilities as a part of the construction of Transmission Facilities. Costs for removal of

existing facilities shall be included in the Project Specific Cost Estimates and/or Actual Costs and may be included in Refunds.

3. EXCEPTIONAL CASES. When the application of this Rule appears impractical or unjust to either party or to ratepayers, PG&E or Applicant may refer the matter to the CPUC for a special ruling or for special conditions.

4. TERMINATION OF SERVICE. Applicant shall be responsible for the cost of removal of any and all PG&E electric facilities installed on Applicant's Premises if electrical service to Applicant's Premises is terminated.

5. TRANSMISSION NETWORK UPGRADE PRE-FUNDING LOAN. If Applicant requests to accelerate the timing of the work needed to receive Retail Service for its Facility, and a pre-funding loan from Applicant for the Transmission Network Upgrades would allow PG&E to perform work on the Transmission Network Upgrades in a more expedited manner than it would otherwise be able to perform the work, PG&E and Applicant may enter into a loan agreement to allow Applicant to pre-fund Transmission Network Upgrades and to receive a refund of the loan amount after the Facility begins receiving Retail Service. The terms and conditions of the pre-funding loan and the refund of pre-funds shall be addressed in a separate agreement between Applicant and PG&E. The decision as to whether to agree to pre-funding for Transmission Network Upgrades is at PG&E's sole discretion. PG&E shall not pay interest on pre-funding loans. In addition to the principal loan amount, the Applicant shall be responsible for any ITCC on any portion of the pre-funding loan amount which is deemed taxable at the rate provided in PG&E's Preliminary Statement J.

6. INTERCONNECTION AT VOLTAGE ABOVE 230 kV: For Applicants requesting Retail Service at voltages above 230 kV, PG&E may apply the provisions of this Rule after obtaining CPUC approval. PG&E shall submit an exceptional case request under using a Tier 2 advice letter for Retail Service above 230 kV voltages.

7. MINIMUM DEMAND CHARGES: Applicant shall be subject to minimum demand charges as specified by the CPUC.

8. MINIMUM CONTRACT TERM: Applicant shall be subject to minimum contract as specified by the CPUC.

9. EARLY TERMINATION FEES: Applicant shall be subject to early termination fees as specified by the CPUC.

G. DEFINITIONS FOR RULE 30

ACTUAL COST: PG&E's fully loaded costs, including direct, indirect, and overhead costs billed in accordance with PG&E's systems for allocating charges to customers. Direct, indirect and overhead costs include, without limitation, payroll, payroll taxes, external charges, benefits, Allowance for Funds Used During Construction, Administrative and General Costs, estimating, mapping, surveying, permitting costs, land rights acquisition,

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transportation, service planning, contract management, sourcing, stores and tool expense, material and supplies, public liability and property damage insurance, estimated and actual state and federal income tax, and close out costs.

ACTUAL COST PAYMENTS: As that term is defined in Section C.4.

ADJUSTED APPLICANT BUILD COST: The lesser of: (1) the binding estimated cost for the Applicant Build Facilities as described in Section E.11; or (2) the actual cost paid for the Applicant Build Facilities by the Applicant, which shall be subject to audit by PG&E as provided in Section E.9.

ADJUSTED CONTRIBUTION COST: The lesser of: (1) the binding estimated cost for the Contribution as described in Section C.3; or (2) the actual cost paid for the Contribution by the Applicant, which shall be subject to audit by PG&E as provided in Section D.9.

ADJUSTED APPLICANT PAYMENT: Includes any Advance and/or Actual Cost Payments made or provided by Applicant to PG&E less the Incremental Special Facilities Cost.

ADVANCE: Cash payments made to PG&E for work that has been or will be performed by PG&E on the Transmission Facilities. An Advance may not include preliminary work performed by PG&E as described in Section C.2.a.

APPLICANT: A person, entity, or agency requesting PG&E to provide Retail Service at transmission voltages from 50 kV up to and including 230 kV. An Applicant may also be referred to as Interconnection Customer.

APPLICANT BUILD FACILITIES: Transmission Service Facilities and/or Transmission Interconnection Upgrades designed, procured, constructed, and/or installed by an Applicant consistent with the requirements in Section E. However, Applicant Build Facilities do not include, and an Applicant may not design, procure, construct, and install: (1) Transmission Interconnection Upgrades if they are located in existing PG&E electrical facilities as provided in Section E.1.f; and (2) any underground facilities as provided in Section E.1.e.

APPLICANT BUILD OPTION: The option for an Applicant to build facilities as described in Section E of this Rule.

APPORTIONMENT AGREEMENT: As that term is defined in Section C.6.

BASE ANNUAL REVENUE CALCULATION or BARC: The amount calculated using the retail electric components of the Applicant’s energy bill for the one-year period following the commencement of the Refund Period using the following formula:

$$\text{BARC FORMULA} = \frac{\text{Net Revenue}}{\text{CoSF}} \times (1 + \text{ITCC})$$

CAISO. The California Independent System Operator Corporation, or successor entity.

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CCA: Community Choice Aggregator.

CONTRIBUTION: In-kind services, equipment, and/or property and land rights conveyed or provided to PG&E, at PG&E's sole discretion, excluding property and/or land rights on the Premises provided by the Applicant to PG&E under Section A.2.c.

COST-OF-SERVICE FACTOR (CoSF): The annualized utility-financed Cost of Ownership as stated in monthly format in Electric Rule No. 2 that includes taxes, return and depreciation.

CPUC: California Public Utilities Commission or a successor regulatory entity.

EXCESS FACILITIES: Facilities that are constructed based on Applicant's Usage Forecast that are not needed to provide electrical service to Applicant's Load. Excess Facilities may occur when Applicant's Load is significantly lower than the Usage Forecast.

FACILITY: Applicant's building(s) or other structure(s) to which PG&E will provide Retail Service using the Transmission Facilities.

GOOD UTILITY PRACTICE: Any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

INCOME TAX COMPONENT OF CONTRIBUTION or ITCC: The charge to cover PG&E's resulting estimated liability for Federal and State income tax on the taxable component of Advances, Actual Cost Payments, Contributions, or other payments made or provided by the Applicant.

INCREMENTAL SPECIAL FACILITIES COST: The Incremental Special Facilities Cost is: (1) the Actual Cost of Special Facilities minus the Standard Facilities Cost Estimate; and (2) the cost of any Special Facilities constructed for the sole use of the Applicant at the Applicant's request which would normally be constructed to allow for potential use by other customers. If for Item (1) the Actual Cost of Special Facilities minus the Standard Facilities Cost Estimate is a negative number, the amount for Item (1) shall be set to zero.

INTEREST PERIOD: The period of time during which interest accrues on an Advance and/or Actual Cost Payment. The Interest Period commences on the date that PG&E receives the Advance or, if there is no Advance, the date PG&E receives the first Actual Cost Payment and ends on the earlier of: (1) energization of the Transmission Facilities; or (2) the estimated in-service date in the Preliminary Engineering Study provided to the Applicant. Interest on any specific Advance and/or Actual Cost Payment starts to accrue when the Advance and/or Actual Cost Payment is received by PG&E and stops accruing at the end of the Interest Period.

INTEREST RATE: When interest is payable under this Rule, the interest rate shall be 1/12 of the most recent month's interest rate on commercial paper (prime, three months), published in the Federal Reserve Statistical Release, H.15. Should publication of the interest rate on commercial paper (prime, three months) be discontinued, interest will accrue at the rate of 1/12 of the most recent month's interest rate on commercial paper which most closely approximates the rate that was discontinued and which is published in the Federal Reserve Statistical Release, H.15, or successor publication.

JOINT APPLICANTS: As that term is defined in Section C.6.

kV: Kilovolts.

LOAD: The actual electrical usage of the Facility.

MONTHLY OWNERSHIP CHARGE: As defined in Section D.6.

NET REVENUE: That portion the total rate revenues based on actual meter usage data that supports the Transmission Facilities. The term Net Revenues excludes items such as energy, public purpose programs, non-bypassable charges, revenue cycle services, and other revenues that do not support the Transmission Facilities costs.

PREMISES: All of the real property and apparatus employed in a single enterprise on an integral parcel of land undivided, excepting in the case of industrial, agricultural, oil field, resort enterprises, and public or quasi-public institutions, by a dedicated street, highway or public thoroughfare or a railway. Automobile parking lots constituting a part of and adjacent to a single enterprise may be separated by an alley from the remainder of the Premises served.

PROJECT SPECIFIC COST ESTIMATES. PG&E's total estimated project-specific cost based on: (1) PG&E's best estimate of the costs to install Transmission Service Facilities, Transmission Interconnection Upgrades, and/or Transmission Interconnection Network Upgrades; and (2) the Special Facilities Cost Estimate.

REFUND: A portion or all of the Total Refund Amount that may be refunded to the Applicant after the Transmission Facilities go into service.

REFUND PERIOD: The first full calendar year after the Transmission Facilities go into service and shall last for ten (10) years.

RETAIL SERVICE: Electric service to PG&E's end-use or retail customers which is of a permanent and established character and may be continuous, intermittent, or seasonal in nature. For purposes of this Rule, Retail Service does not include or relate to providing generation service and/or the electric commodity.

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RULE: This Electric Rule No. 30.

SPECIAL FACILITIES: As that term is defined in Section A.3.a.

SPECIAL FACILITIES AGREEMENT: A form agreement on file with the CPUC for the design, procurement, construction and installation of Special Facilities.

SPECIAL FACILITIES COST ESTIMATE. A cost estimate provided by PG&E to an Applicant estimating the cost of Special Facilities requested by the Applicant and/or that are necessary for project-specific circumstances.

SPECIAL FACILITIES MONTHLY COST OF OWNERSHIP CHARGE. The monthly charge for the cost of ownership for Special Facilities as defined in Section A.3.

STANDARD FACILITIES COST ESTIMATE. A cost estimate provided by PG&E to an Applicant requesting Special Facilities. The cost estimate shall estimate the cost of facilities that PG&E would normally install which PG&E, in its sole discretion, deems are necessary to provide Retail Service.

SUBSEQUENT APPLICANT: An applicant who requests Retail Service under this Rule and utilizes the Transmission Interconnection Upgrades and/or Transmission Interconnection Network Upgrades paid for by Applicant and still subject to an outstanding Refund amount.

SUBSEQUENT USE REFUND: The difference between a Subsequent Applicant's Base Annual Refund Calculation and the Supplicant Applicant's Total Refund Amount if the amount is greater than zero.

SUBSTRUCTURES: The surface and subsurface structures which are necessary to contain or support PG&E's electric facilities. This includes, but is not limited to, such things as splice boxes, pull boxes, equipment vaults and enclosures, foundations or pads for surface-mounted equipment.

TOTAL REFUND AMOUNT. The sum of the Adjusted Applicant Payment, Adjusted Applicant Build Cost, and/or the Adjusted Contribution Cost, plus interest as described in Section D.4.

TRANSMISSION FACILITIES: All facilities including Transmission Service Facilities, Transmission Interconnection Upgrades, Transmission Interconnection Network Upgrades, and/or Transmission Network Upgrades to furnish Retail Service to non-residential Applicants seeking Retail Service.

TRANSMISSION INTERCONNECTION UPGRADES: Electric transmission facilities required in a new or existing PG&E-owned substation, switching station, or similar facility to accomplish the physical interconnection of the Applicant's Facility and/or mitigate any adverse impacts. *See* Section C.1 for an example of these facilities. These facilities are referred to as Facility Type 2.

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TRANSMISSION INTERCONNECTION NETWORK UPGRADES: New electric transmission facilities which are necessary for the interconnection to a PG&E-owned substation, switching station, or similar facility to PG&E's electric transmission system to provide electric service to the Applicant's Facility and/or mitigate any adverse impacts. These upgrades may include but are not limited to protection, permitting, and relocation upgrades needed to connect the applicant. *See* Section C.1 for an example of these facilities. These facilities are referred to as Facility Type 3.

TRANSMISSION LINE: An electric line used for electric power transmission service. Electric lines rated 50 kV and greater are transmission lines.

TRANSMISSION NETWORK UPGRADES: Upgrades to PG&E's existing transmission facilities (≥50 kV) to mitigate any adverse impact and provide Applicant with adequate electric service to the CAISO controlled grid. *See* Section C.1 for an example of these facilities. These facilities are referred to as Facility Type 4.

TRANSMISSION SERVICE FACILITIES: Transmission Service Facilities shall consist of: (a) transmission underground or overhead service conductors, (b) poles, towers, and structures to support overhead service conductors, (c) PG&E-owned metering equipment, and (d) other PG&E-owned equipment necessary to provide electric service to the Applicant's Facility from a PG&E-owned substation, switching station, or similar facility. *See* Section C.1 for an example of these facilities. These facilities are referred to as Facility Type 1.

USAGE FORECAST: Applicant shall provide to PG&E in its application for service a forecast of expected load for the first ten (10) years that the Transmission Facilities are in service.

PACIFIC GAS AND ELECTRIC COMPANY

ATTACHMENT E

FORM AGREEMENT (REDLINE)

AGREEMENT TO PERFORM TARIFF SCHEDULE RELATED WORK
ELECTRIC RULE NO. 30

____(“Applicant”) has requested that Pacific Gas and Electric Company (“PG&E”), a California corporation, plan, design, engineer, and/or construct Transmission Facilities under PG&E’s Electric Rule No. 30 (“Electric Rule 30”) to provide Retail Service to Applicant’s Facility. This agreement (“Agreement”) addresses the Transmission Facilities work to be performed by PG&E (“Work”), as well as cost responsibility, payments, Applicant’s responsibilities, and other terms and conditions related to or concerning the Work and/or Applicant Work (as that term is defined in Attachment E).

In this Agreement, the Applicant and PG&E may be jointly referred to as “Parties” or individually as “Party.” Capitalized terms in this Agreement shall have the same meaning as the defined terms in Electric Rule 30. If a capitalized term is not defined in Electric Rule 30, it will be defined in this Agreement and included in Attachment G.

References in this Agreement to provisions in Electric Rule 30 shall be to the version of Electric Rule 30 in effect on the Effective Date.

This Agreement includes and incorporates herein by reference Electric Rule 30 and the following attachments:[1]

Attachment	Description	Incorporated (Y or N/A)
Attachment A	Description of Work and Facility	
Attachment B	Project Specific Cost Estimates, Standard/Special Facilities Cost Estimates, Advances, and Actual Cost Payments	
Attachment C	Description of Special Facilities and Costs	
Attachment D	Applicant Contributions	
Attachment E	Applicant Build Option	
Attachment F	Terms and Conditions	
Attachment G	Definitions	

[1] [Note: Please indicate “Not applicable” for attachments that are not used for this Agreement.]

This Agreement shall at all times be subject to such modifications as the CPUC may direct in the exercise of its jurisdiction.

This Agreement is effective when it has been executed by both Parties and is approved by the CPUC ("Effective Date").

The signatories below represent that they have the authority to bind their respective Party.

Executed this ___________ day of ____________________ 20___.

	PACIFIC GAS AND ELECTRIC COMPANY
Applicant	
Authorized by (Print)	Authorized by (Print)
Signature	Signature
Title	Title
Date	Date

Attachment A to
PG&E Agreement to Perform Tariff Schedule Related Work – Electric Rule No. 30

Description of Work and Facility

[Applicant Name], a *[State] [Corporation/Limited Liability Corporation]* (Applicant) is developing a *[description of facility]* located at *[Address]* (Facility). Applicant has submitted an electric service application to PG&E requesting electric Load demands at full build of *[## MW]* at *[##]* power factor. The Facility's electric Load is expected to operate continuously with proposed operation starting by *[Month Year]*.

PG&E proposes to interconnect the Facility through *[single/dual] [overhead/underground]* Transmission Service Facilities which interconnect to PG&E's electric transmission network at *[substation/switching station name]*.

1. Description of Work

Interconnection of Applicant's Facility will involve the following work to be performed by PG&E as described in the Preliminary Engineering Study Report provided by PG&E to the Applicant dated *[Month Day, Year]* ("PES Report"):

[Description to be added]

Except as provided herein, all Work shall be in accordance with the current version of PG&E's Transmission Interconnection Handbook as posted on PG&E's website and governed by PG&E's Electric Rule 30.

2. Usage Forecast

The following is the Usage Forecast provided by Applicant for the Facility's expected Load for the first ten (10) years that the Transmission Facilities are in service:

[Add Usage Forecast from PES Report]

3. Estimated In-Service Date

The estimated in-service date from the PES Report is: _________ ("Estimated In-Service Date").

The Estimated In-Service Date is only an estimate and subject to change~~-~~. PG&E makes no representations or warranties that service will be provided by the Estimated In-Service Date. The Estimated In-Service Date is also contingent on and may change as a result of: (1) the scope of Work changing ~~materially~~ from the PES Report; (2) unforeseen challenges that cause delay during project implementation both within and outside of PG&E's control; (3) any Force Majeure event; and (4) Applicant or Applicant's agent's delays; and (5) timely payment of PG&E invoices by Applicant~~.~~. ~~Any changes to the Estimated In-Service Date must be confirmed in a signed writing.~~

Attachment B to
PG&E Agreement to Perform Tariff Schedule Related Work – Electric Rule No. 30

Project Specific Cost Estimates, Standard/Special Facilities Cost Estimates, Advances, and Actual Cost Payments

1. Project Specific Cost Estimates for Facilities to Be Installed by PG&E

Pursuant to Electric Rule 30.C.2, PG&E is providing the following Project Specific Cost Estimate to Applicant. The Project Specific Cost Estimate is the base case for PG&E's work using an AACE Class 5 Estimate.

____
____
____

2. Standard Facilities Cost Estimate and Special Facilities Cost Estimate

Pursuant to Electric Rule 30.A.3, Applicant has requested, and PG&E ~~in its sole discretion~~ has agreed, to the installation of Special Facilities to provide Retail Service to the Facility. Special Facilities are addressed in more detail in Attachment C.

Pursuant to Electric Rule 30.A.3.d, PG&E is providing the following Standard Facilities Cost Estimate and Special Facilities Cost Estimate:

- Standard Facilities Cost Estimate: ____
- Special Facilities Cost Estimate: ____

3. Advance

Pursuant to Electric Rule 30.C.2, Applicant and PG&E have agreed to the following Advance to be paid on the following date for the Transmission Service Facilities (Facility Type 1), Transmission Interconnection Upgrades (Facility Type 2), and/or Transmission Interconnection Network Upgrades (Facility Type 3):

Advance Amount	Advance Due Date

Failure to pay the Advance by the advance due date is addressed in Electric Rule 30.C.2.b.

4. Actual Cost Payments

Pursuant to Electric Rule 30.C.4, Applicant and PG&E have agreed that PG&E will invoice Applicant *[not more than one each month]*[1] for Actual Cost Payments. Applicant is required to pay invoices within forty-five (45) calendar days consistent with Electric Rule 30.C.4.b. Failure to timely pay the invoice is addressed in Electric Rule 30.C.4.b.

1 [Applicant and PG&E can agree to less frequent invoicing, but invoicing shall be no more frequent than once each month. If Applicant and PG&E agree to less frequent invoicing, invoice cadence should be specified in this provision]

Attachment C to
PG&E Agreement to Perform Tariff Schedule Related Work – Electric Rule No. 30

Description of Special Facilities and Costs

1. Description of Special Facilities

Pursuant to Electric Rule 30.A.3, the Applicant has requested, and PG&E ~~in its sole discretion~~ has agreed to, the installation of the following Special Facilities for the purpose of providing Retail Service to the Facility:

____
____
____
____

2. Special Facilities Cost Estimate

PG&E has provided the following Special Facilities Cost Estimate for the Special Facilities described in Attachment C, Section C.1 above:

____

3. Special Facilities Monthly Cost of Ownership Charge

Consistent with Electric Rule 30.A.3.e-f, Applicant shall select and pay to PG&E either:

☐ 3.1 A continuing monthly charge for the Special Facilities representing the continuing ownership costs of the Special Facilities as determined in accordance with the applicable percentage rate established in the Special Facilities section of PG&E Electric Rule No. 2.I (Special Facilities Monthly Cost of Ownership Charge). The Special Facilities Monthly Cost of Ownership Charge shall automatically increase or decrease without formal amendment to this Agreement if the CPUC should subsequently authorize a higher or lower percentage rate for monthly costs of ownership for Special Facilities as stated in Rule No. 2.I, effective with the date of such authorization; or,

☐ 3.2 *[add amount]* (Equivalent One-Time Payment) which is the present worth of the Special Facilities Monthly Cost of Ownership Charge for the estimated life of the facilities, in lieu of the continuing Special Facilities Monthly Cost of Ownership Charge.

The Special Facilities Monthly Cost of Ownership Charge shall commence on the date the Special Facilities are first available for Applicant's use, as such date is established in PG&E's records. PG&E will notify Applicant, in writing, of such commencement date.

4. Access

Where it is necessary to install Special Facilities on Applicant's Premises, Applicant hereby grants to PG&E:

4.1 the right to make such installation on Applicant's Premises along the shortest practical route thereon and of sufficient width to provide legal clearance from all structures now or hereafter erected on Applicant's Premises for any facilities of PG&E; and,

4.2 the right of ingress to and egress from Applicant's Premises at all reasonable hours for any purposes reasonably connected with the operation and maintenance of the Special Facilities.

5. Easements and Rights of Way

Where formal rights of way or easements are required on and over Applicant's property or the property of others for the installation of the Special Facilities, Applicant understands and agrees that PG&E shall not be obligated to install the Special Facilities unless and until any necessary permanent rights of way or easements, satisfactory to PG&E, are granted.

6. Delays

Neither PG&E nor Applicant shall be liable or responsible for any delay in providing or starting service or in ~~PG&E shall not be responsible for any delay in~~ completion of the installation of the Special Facilities or Work under this Agreement. The Parties acknowledge and agree that delays may result~~ing~~ from shortage of labor or materials, strike, labor disturbance, war, riot, weather conditions, governmental rule, regulation or order, including orders or judgments of any court or Commission, delay in obtaining necessary rights of way and easements, act of God, or any other cause or condition within or beyond the control of PG&E. PG&E shall have the right, in the event it is unable to obtain materials or labor for all of its construction requirements, to allocate materials and labor to construction projects which it deems~~, in its sole discretion,~~ most important to serve the needs of its customers, and any delay in construction hereunder resulting from such allocation shall be deemed to be a cause beyond PG&E's control.

7. PG&E Property

Special Facilities provided by PG&E shall at all times be and remain the property of PG&E.

8. No Service Guaranty

~~As provided in PG&E's Electric Rule No. 14,~~ Applicant understands that PG&E does not guarantee electric service to be free from outages, interruptions, and/or curtailments and that the charges for the Special Facilities represent the additional cost associated with providing the Special Facilities rather than for a guaranteed level of service, load capacity or reliability.

9. Removal, Replacement, Alteration, and/or Rearrangement of Special Facilities

If it becomes necessary for PG&E to remove, replace, alter, and/or rearrange the Special Facilities, including, but not limited to the conversion of overhead facilities to underground, Applicant shall be notified of such necessity and shall be given the option to either terminate the use of Special Facilities or to pay PG&E additional Special Facilities consisting of:

9.1 An Advance for the removal, replacement, alteration, and/or rearrangement, for the Special Facilities; plus, 9.2 Additional payment(s) for Actual Costs above the Advance for the removal, replacement, alteration, and/or rearrangement, for the Special Facilities; plus,

9.3 A revised Special Facilities Monthly Cost of Ownership Charge or Equivalent One-Time Payment based on the total net estimated additional Actual Costs of any for the removal, replacement, alteration, and/or rearrangement, for the Special Facilities. Such revised Special Facilities Monthly Cost of Ownership Charge or Equivalent One-Time Payment shall be determined in the same manner as described in Attachment C, Section C.3 above.

Attachment D to
PG&E Agreement to Perform Tariff Schedule Related Work – Electric Rule No. 30

Applicant Contribution

1. Description of Contribution

Pursuant to Electric Rule 30.C.3, Applicant has agreed to provide, and PG&E ~~in its sole discretion~~ has agreed to accept, the following Contribution (in kind services, equipment, and/or land and property rights to PG&E for purposes of installing the Transmission Facilities)

[Description of Contribution]:

2. Binding Estimated Cost of Contribution

Pursuant to Electric Rule 30.C.3.a, Applicant has provided the following binding estimated cost of each Contribution (estimated cost of each service, piece of equipment, and/or land and property rights included in the Applicant's proposed Contribution)

[Binding estimated cost of Contribution]:

3. Property on Applicant's Premises to Provide Service to the Applicant's Facility

Pursuant to Electric Rule 30.A.2.c and C.3.c, Applicant shall provide or cause to be provided without cost to PG&E all land and/or permanent rights of way or easements, satisfactory to PG&E, on Applicant's Premises that PG&E deems necessary~~, in PG&E's sole discretion,~~ in order to provide Retail Service to the Facility. Land and/or property rights on the Premises provided by the Applicant to PG&E shall not be considered a Contribution if the land and/or property rights are solely needed to provide Retail Service to the Facility, where the facilities are dedicated to Applicant and not capable of expansion to serve others.

4. Ownership

Upon acceptance by PG&E, Contributions shall be transferred to PG&E and become and remain the property of PG&E. Applicant warrants that it has authority to transfer ownership of the Contribution to PG&E.

Attachment E to
PG&E Agreement to Perform Tariff Schedule Related Work – Electric Rule No. 30

Applicant Build Option

1. Applicability

Attachment E applies where the Applicant proposes to install new electric facilities under Electric Rule 30.E. In addition to the terms and conditions in this Attachment E, the Applicant shall fully comply with the Applicant Build Option requirements in Electric Rule 30.E.

2. Supplemental Definitions

The following words and their definitions are provided for uniformity and clarity between PG&E, the Applicant, and the Applicant's Contractor(s) or Subcontractor(s). These definitions are also included in Attachment G and are repeated here for ease of reference.

2.1. <u>Applicant Project</u>: The electric facilities planned, designed, engineered and/or constructed consistent with the Applicant Work.

2.2. <u>Applicant Work</u>: All labor, materials, equipment, and any other job requirements performed by the Applicant and/or by Applicant’s Contractor(s) and/or Subcontractor(s) related to the Drawings and/or the work performed under this Attachment E.

2.3. <u>Change Order</u>: Authorization to add, delete, or change Applicant Work. PG&E’s Change Order form provides a description of the authorization to perform additional or delete Applicant Work as agreed to by Applicant and PG&E.

2.4. <u>Contractor:</u> The Applicant's agent who enters into a contractual agreement with the Applicant for the installation of the specified electric facilities. All obligations of the Applicant as specified in the Agreement shall also apply to the Contractor and its Subcontractors.

2.5. <u>Drawings</u>: As used in this Attachment E, Drawings include the following as applicable:

2.5.1 <u>Standard Drawings</u>: Drawings prepared by PG&E depicting requirements for design, construction, operation and maintenance of its operating facilities.

2.5.2 <u>Construction Drawings</u>: A drawing(s) depicting the site-specific requirements for a defined project.

2.5.3 <u>Composite Drawing</u>: Electric site construction drawings(s) that provide a layout of proposed Applicant Work in sufficient detail to allow the Applicant and/or the Contractor(s) and Subcontractor(s) to plan and perform the Applicant Work.

2.5.4 As-Built Drawing: A drawing by Applicant clearly showing all installed facilities prepared upon completion of the Applicant Project. This may include but is not limited to the electric facilities installed.

2.6 Land Rights: Any legal right of a person, corporation (utility) etc., to use another's land. Such Land Rights will usually be in the form of a: (a) private right-of-way and easement; (b) dedicated public utility easement; (c) Permit; and/or (d) lease agreement.

2.7 Material Suppliers: Those vendors, suppliers, and manufacturers who have been qualified by PG&E to supply material according to PG&E specifications.

2.8 Permit: A written agreement or license for the Applicant Work issued by an agency or governmental authority having jurisdiction.

2.9 Specification: The document attached hereto as Appendix A, comprising technical and operating specifications for Applicant Work. The Specifications may be updated by PG&E~~, in PG&E's sole discretion,~~ as the Applicant Project proceeds through planning, design, engineering, and construction.

2.10 Subcontractor: The party or parties entering into a contractual agreement with the Applicant's Contractor or another Subcontractor for the installation of a portion of the Applicant Project. The obligations, where set forth in this Agreement, shall also apply to Subcontractors regardless of level or tier.

2.11 Superintendent: Applicant's field representative to whom PG&E and the Applicant make known decisions, instructions and interpretations. Notices given the Superintendent shall be deemed notices given to the Applicant.

2.12 Utilities: Agencies, public or private, which install, own, and operate utility facilities intended for general public, municipal or private use.

3. Applicant Work General Requirements

3.1. Applicant shall obtain PG&E's approval or approval-to-proceed at each designated milestone before moving to the next phase of the Applicant Work.

3.2. PG&E will conduct timely reviews, approvals, inspections and acceptance of Drawings, project documentation, reports, deliverables, schedules, materials and other work as described in the Specification.

3.3. Consistent with Electric Rule 30.E.11.a, prior to the Effective Date or on a date mutually agreed to in writing by the Parties, Applicant shall provide PG&E a binding estimated cost of Applicant Build Facilities. After receiving the binding estimated cost for the Applicant Build Facilities, PG&E may~~, in its sole discretion,~~ decide whether or not Applicant is eligible for the Applicant Build Option.

3.4. Applicant shall furnish PG&E a detailed Applicant Project schedule of the Applicant Build Facilities as described in the Specification. Applicant will keep PG&E advised periodically and upon request as to the progress of design, procurement, and construction efforts.

3.5. Applicant and its Contractor(s) and Subcontractor(s) shall plan and conduct all Applicant Work in a manner that safeguards persons and property from injury. Applicant shall direct the performance of the work in compliance with reasonable work practices and with applicable federal, state, and local laws, rules, and regulations, including but not limited to "Occupational Safety and Health Standards and Orders" promulgated by the US Secretary of Labor and the California Division of Occupational Safety and Health (Cal-OSHA). Applicant Work in areas adjacent to electrically energized facilities or operating natural gas facilities shall be performed in accordance with Cal-OSHA, established safety rules and as may be directed by PG&E. Before digging, Applicant and/or its Contractor(s) and Subcontractor(s) shall contact, "Underground Service Alert" (USA), and abide by its rules and procedures. PG&E may require Applicant and its Contractor(s) and Subcontractor(s) to observe reasonable safety precautions in addition to those in use or proposed by Applicant or other agencies, which will be provided to Applicant in writing. Neither the giving of special instructions by PG&E nor the adherence thereto by Applicant shall relieve Applicant of the sole responsibility to maintain safe and efficient working conditions.

3.6. The Parties shall cooperate with each other using commercially reasonable efforts to obtain all Permits and authorizations necessary to accomplish the construction and commissioning of the Applicant Work in compliance with applicable laws and regulations.

3.7. Before the Applicant Build Facilities are placed into service, the Parties shall complete the testing and job closeout procedures described in the Specification to ensure the Applicant Build Facilities' safe and reliable operation. Workmanship shall be of acceptable quality in every respect, plumb and true, and shall comply or exceed the requirements of the Specification and the Drawings. The Applicant Build Facilities will not be accepted by PG&E and placed into service unless and until all testing procedures are completed and documented to PG&E's satisfaction and any construction-related liabilities and liens are discharged. Applicant shall, at its expense, make any modifications to the Applicant Build Facilities that are found to be necessary as a result of such testing.

3.8. Applicant shall deliver to PG&E As-Built Drawings, information, and any other documents that are reasonably required by PG&E to assure that the design and construction of the Applicant Build Facilities is correctly documented and that the Applicant Build Facilities are built to the Specifications. An itemized list of required documents is included in the Specification. The required documents shall be owned by PG&E.

3.9. The Specification describes procedures and documentation that are required for processing certain categories of reviews, approvals, and acceptances that are required from PG&E pursuant to this Attachment E. The Parties will comply with those requirements. If the Specification does not address a particular circumstance, then PG&E shall respond to Applicant's written request within a reasonable period of time and will use commercially reasonable efforts to complete its review and respond to the request on a timely basis.

3.10. Applicant shall immediately report in writing to PG&E any discrepancies, errors, or inconsistencies in the Specifications and/or Drawings.

4. Responsibilities

Applicant's and PG&E's responsibilities for work are noted in the tables below. If there is a conflict between these tables and ~~Electric Rule 30,~~ other provisions in the Agreement, the Drawings, and/or the Specification, the provisions ~~of Electric Rule 30, other provisions~~ in the Agreement, the Drawings, and/or the Specification is controlling.

1. APPLICANT PROJECT INITIATION AND ENGINEERING	APPLICANT	PG&E
a. Applicant will submit electric loads, plans, and Drawings and other information as required by PG&E.	X	
b. PG&E shall furnish to the Applicant, in a timely manner, the following (where applicable): Construction Drawing(s) and Specifications.		X
c. For overhead facilities, PG&E shall contact other Utilities for intent to use the proposed overhead facilities.		X
d. PG&E will review Applicant's Composite Drawings. Approval will be granted if the Composite Drawings meet all the necessary requirements.		X
e. Upon receipt of the Applicant's approved Composite Drawings, PG&E shall prepare any site Construction Drawing(s) and Specifications for the Applicant Work.		X
f. Applicant shall prepare, update and provide as necessary a project schedule to specify the starting dates and duration for the new electric facilities.	X	

2. MATERIALS[1]	APPLICANT	PG&E
a. The Applicant shall determine the material requirements from the approved Drawings. Quantities for individual assemblies (e.g., pole structures, etc.) shall be determined from the applicable standard Drawings. The Applicant is responsible for the determination of accurate distance requirements resulting from terrain variations, electric cable slack requirements, cable termination requirements, and etc. PG&E assumes no responsibility for the stated distance	X	

[1] Specific items of purchase may require in-plant inspections by PG&E prior to shipment to a job site. Any item designated within PG&E's specifications by brand name shall be as designated. Requests by the Applicant for an "approved equivalent" for such items shall be granted in writing by PG&E only if PG&E has determined that the specified material is not available. In any case, the decision of PG&E will be final. PG&E will not honor any claim arising from approvals or rejections of requests for "approved equivalent" items. Furnishing or installing, or both, of such an item shall be in accordance with the manufacturer's recommendations and specifications except as they may be modified by PG&E standards and specifications.

2. MATERIALS[1]	APPLICANT	PG&E
quantities and will not honor claims arising from a difference between these quantities and what is required for the Applicant Work.		
b. Applicant will provide a Material Summary sheet(s) identifying the materials and quantities for the Applicant Work. The material summary is intended to include most major materials and some minor materials for the job. Material codes, if identified, are PG&E's company assemblies that may be available from approved vendors only as individual components. **It is emphasized that Applicant bears the ultimate responsibility to ensure that all materials necessary to construct its Applicant Project are ordered using the approved Construction Drawing(s) and Specifications.**	X	
c. PG&E shall provide the Applicant a list of approved Material Suppliers for the procurement of material.		X
d. The Applicant shall only solicit material bids from the list of approved Material Suppliers. Materials acquired from vendors who are not on the approved supplier list will not be accepted.	X	
e. The Applicant shall be responsible for: (1) procurement of all materials in accordance with PG&E requirements from PG&E-approved Material Suppliers; (2) material storage and security; (3) disposal of excess materials; (4) immediate removal from the job site of materials rejected by PG&E; and, (5) equipment with repairable defects may be repaired rather than being replaced at the discretion of the responsible PG&E standards engineer. Equipment to be replaced shall be removed from the job site without undue delay.	X	
f. Prior to the installation of materials, the Applicant shall provide PG&E with supplier's certifications that all permanent materials to be used in the Applicant Work comply with the Specifications and Drawings. All material shall be new and in first class condition and shall comply with the requirements of this Agreement, with the exception of equipment that is pending repair. If Applicant fails to provide materials in compliance with the specification and Drawings, PG&E reserves the right to reject the material. Any materials that are defective or in the opinion of PG&E show signs of deterioration shall be immediately removed from the job site and replaced by the Applicant.	X	

2. MATERIALS[1]	APPLICANT	PG&E
g. The Applicant is responsible for furnishing all materials[2] and tools[3] for the Applicant Work. Storage and handling of all material shall be in accordance with the applicable PG&E standards or manufacturer recommendations. Storage areas shall be designated and access to these areas shall be limited to minimize damage to material. Some materials may require protected storage facilities to minimize deterioration from sunlight and weathering. Applicant shall ensure that material storage is in accordance with the above requirements. Furnishing protective storage facilities shall be the responsibility of the Applicant.	X	
h. The Applicant shall ensure PG&E access to all material storage areas or facilities.	X	

[2] PG&E will normally not sell materials to Applicants who chose the Applicant Build Option. However, when a critical project will be delayed, PG&E may, at its option, sell material from PG&E stock to the Applicant (not to the Contractor or Subcontractor) if **all** of the following criteria are met: (1) the Applicant has demonstrated that it has placed timely and proper material orders and they cannot obtain the material on time; (2) delayed delivery of the specific material will delay establishing service to the Applicant; (3) the materials in PG&E stock are not dedicated nor needed for other projects or Applicant Work; (4) all payments including the appropriate taxes, overheads and any cost associated with the sale are collected up-front; and (5) if PG&E trades materials with the Applicant, all PG&E costs associated with the trade are collected in advance of construction. All sales are final. Return of sold material is not permitted.

[3] Under no circumstance shall PG&E loan tools, with the exception of mandrels which may be loaned to Applicants at PG&E's ~~sole~~ discretion.

3. PAYMENTS	APPLICANT	PG&E
a. Applicant shall compensate PG&E for any of the following review and oversight costs related to the Applicant Work that are incurred by PG&E: (1) Agreement and document preparation; (2) Surveys; (3) Land rights, preparation of land right documents, and associated Permits acquired by PG&E; (4) Engineering and design specification documents including but not limited to Drawings, material specifications, and construction specifications documents for the Applicant Work; (5) Construction and material inspections; (6) PG&E administrative charges associated with the Applicant Work; and/or, (7) Any labor and material costs necessary to complete the installation of the Applicant Work Pursuant to Electric Rule 30.E.1.d, these costs incurred by PG&E for the Applicant Work are to be paid by the Applicant ~~and are not refundable~~.	X	

4. PERMITS, LICENSES AND SPECIAL INSPECTION	APPLICANT	PG&E
a. The Applicant is fully responsible for obtaining all necessary Permits and licenses for moving all construction equipment, tools, supplies, materials and people across railroads and highways, across public or private lands and along public and private roads. Applicant is responsible for obtaining such licenses and Permits as are necessary for it to operate and do business in any of the counties, towns, etc., in performance of the Applicant Work.	X	
b. Applicant shall, without cost to PG&E, obtain all required Permits, serve notices, arrange for inspection and pay fees and deposits. Applicant Work shall comply with the applicable governmental rules, regulation and ordinances.	X	
c. Should special supervision or inspection of construction activities be required by any grantor or permitter, as a condition of the Permit or grant of occupation, Applicant shall be responsible to pay all costs of such supervision and inspection.	X	

5. CONSTRUCTION	APPLICANT	PG&E
a. Pursuant to Electric Rule 30.E.7, the Applicant shall only solicit installation bids from qualified Contractors/Subcontractors who shall:	X	

5. CONSTRUCTION	APPLICANT	PG&E
(1) Be licensed in California for the appropriate type of work (electrical, general, etc.); (2) Employ workers properly certified for specific skills, required (plastic fusion, welding, etc.). Electric workers shall be properly qualified (Qualified Electrical Worker, Qualified Person, etc.) as defined in State of California High Voltage Safety Orders (Title 8, Chapter 4, Subchapter 5, Group 2); (3) Comply with applicable laws (Equal Opportunity Regulations, OSHA, EPA, etc.); (4) Be from an approved list of contractors furnished by PG&E; and, (5) Have ~~adequate~~ insurance coverage as required by this Agreement (worker's compensation, liability, property damage). Pursuant to Electric Rule 30.E.8, an Applicant who intends to employ a qualified Contractor/Subcontractor should consider whether the qualified Contractor/Subcontractor: (1) Is technically competent; (2) Has access to proper equipment; (3) Demonstrates financial responsibility commensurate with the scope of the contract; and, (4) Is able to furnish surety bond for performance of the contract, if required.		
b. Applicant and its Contractor(s)/Subcontractor(s) shall use only PG&E-approved Construction Drawings for construction purposes. Construction from unauthorized or preliminary Drawings is not permitted. The Applicant shall assume full responsibility for errors, omissions or changes if the Applicant Project is constructed from preliminary Drawings or from non-PG&E approved Construction Drawings.	X	
c. Applicant shall require the Superintendent to be in charge of the worksite, to supervise the Contractor(s) and Subcontractor(s) work, to exercise control as may be require and to be available to PG&E at the time when Applicant Work is being performed.	X	
d. Applicant shall prepare, update and provide as necessary a construction schedule to specify the starting dates and duration of the installation and clean-up for Applicant Work.	X	
e. The Applicant shall be responsible both for arrangement of a pre-construction meeting for all pole line occupants and coordination of all field installation of other joint pole occupant's facilities. The pre-construction meeting should be held a minimum of ten (10) working days prior to commencement of Applicant Work.	X	

5. CONSTRUCTION	APPLICANT	PG&E
f. Applicant is to coordinate the installation of other Utilities, e.g., telephone, cable TV , to minimize costs to each party.	X	
g. The Applicant shall schedule the Applicant Work to avoid any standby of PG&E personnel. PG&E shall have the right to approve the schedule. If PG&E's Work becomes delayed after mobilization by PG&E, the Applicant shall be liable for the cost of such delays (e.g., "move on", "move off" or standby time).	X	
h. On final walk-through and before energization, the Applicant shall tag the electrical distribution, electrical services with the letters “AIF” and the anticipated expiration date of the material warranty. Identification shall be by affixing an orange plastic tag to the electrical wire in each primary and secondary enclosure, to the wires in the electrical service panels.	X	
i. Applicant shall plan and conduct the Applicant Work to safeguard persons and property from injury. Applicant shall direct the performance of the Applicant Work in compliance with reasonable Applicant Work practices and with applicable federal, state, and local laws, rules, and regulations, including but not limited to "Occupational Safety and Health Standards and Orders" promulgated by the US Secretary of Labor and Cal-OSHA. Applicant Work in areas adjacent to electrically energized facilities or operating natural gas facilities shall be performed in accordance with Cal-OSHA, established safety rules and as may be directed by PG&E. Before any digging (if applicable), Applicant shall contact, “Underground Service Alert" (USA), and abide by its rules and procedures. PG&E may require Applicant to observe reasonable safety precautions in addition to those in use or proposed by Applicant or other agencies. **Neither the giving of special instructions by PG&E nor the adherence thereto by Applicant shall relieve Applicant of the sole responsibility to maintain safe and efficient working conditions.**	X	
j. PG&E shall perform all Work involving connecting the Applicant's installed facilities to PG&E’s facilities.		X
k. Applicant workmanship shall be of acceptable quality in every respect, plumb and true, and shall comply or exceed the requirements of the Specifications and Drawings. Workmanship shall be subject to inspection by PG&E. If workmanship does not comply with the Specifications and Drawings, PG&E reserves the right to not accept the Applicant Work or to suspend Applicant Work.	X	

6. CHANGES AND EXTRA APPLICANT WORK	APPLICANT	PG&E
a. PG&E or the Applicant may require changes in the Applicant Work or in the provisions governing the Applicant Work. Increase in Applicant Work, decrease in Applicant Work or changes shall be performed only when authorized in writing by the Applicant and PG&E on PG&E's current filed and approved Change Order Form. No subsequent claim will be honored for intangible effects or time lost resulting from Applicant Work covered by a Change Order. Pricing shown in the Change Orders may be flat costs and shall include all indirect or intangible costs.	X	X
b. For a change in Applicant Work requested by PG&E, PG&E shall re-estimate the Applicant Work to determine the value of the incremental direct labor and material costs.		X
c. PG&E and the Applicant shall mutually agree to the value of all incremental intangible costs associated with the implementation of this change in the Applicant Work. PG&E shall have the right to review, audit and approve all documentation that supports an Applicant's basis of determining intangible incremental costs.	X	X
d. In the event the extra Applicant Work requires additional materials, PG&E has the right to furnish certain material items that PG&E determines are in its best interest to furnish. The material to be furnished will be documented on the Change Order Form.		X
e. For a change in the Applicant Work requested by the Applicant and agreed to by PG&E on the Change Order Form, PG&E shall re-estimate the Applicant Work to determine the value of the incremental direct labor and material costs. PG&E shall determine the value of additional engineering and specification preparation charges for changes in the Applicant Work. The Applicant shall be responsible for any increased costs.	X	X

7. INSPECTION	APPLICANT	PG&E
a. The Applicant agrees to a thorough and detailed inspection (100%) by PG&E of the Applicant Work.	X	
b. Applicant's contracts with Contractor(s) and Subcontractors will provide for PG&E's right to conduct the required inspections.	X	
c. Applicant shall pay the cost of inspection, including PG&E administrative overheads and payroll additives, per diem, transportation, etc. Pursuant to Electric Rule 30.E.1.d, these costs incurred by PG&E for the Applicant Work are to be paid by the Applicant ~~and are not refundable~~.	X	
d. PG&E shall have free access to the Applicant Work at all times.	X	

7. INSPECTION	APPLICANT	PG&E
e. PG&E has the right to make field and shop inspections and material tests. See material section for additional material inspection instructions.	X	
f. The Applicant shall notify PG&E a minimum of two (2) working days in advance of commencing any related Applicant Work. Every attempt will be made to meet the requested inspection window.	X	
g. PG&E will assign a representative(s) to observe and approve all Applicant Work related to the Drawings. PG&E shall assign additional inspectors as it deems necessary to observe and approve specific items of Work that it deems to warrant additional inspection.		X
h. PG&E may direct the Applicant Work in areas adjacent to electrically energized facilities.		X
i. Applicant agrees that no Applicant Work shall be performed unless PG&E is present or the Applicant has received prior written consent from PG&E to proceed.	X	
j. The Applicant agrees that neither the making, nor the failure to make, inspections and tests nor the express or implied approval of the Applicant Work by PG&E shall relieve Applicant from the responsibility to complete and guarantee the Applicant Work as specified. Rejected Applicant Work shall be remedied at the Applicant's expense and shall not be eligible for Refund under Electric Rule 30.	X	
k. In the event that the Applicant fails to maintain the anticipated progress and the Applicant Work duration is extended beyond the original estimates, the Applicant will be liable for additional inspection and per diem costs. PG&E will not honor any claims arising from extended Applicant Work duration.	X	

8. DOCUMENTATION AND AS-BUILT DRAWINGS	APPLICANT	PG&E
a. The Applicant shall provide documentation to warrant that the installed facilities meet or exceed the requirements of the Agreement and are installed in the proper location. In addition, the Applicant will provide one set of electric As-Built Drawings and marked up service orders (when applicable) marked in red and signed by Applicant prior to energization.	X	
b. In accordance with PG&E standards, the Applicant shall provide As-Built Drawings.	X	
c. Applicant shall have all As-Built Drawings and marked up service orders verified by, approved by, and submitted to PG&E prior to energization.	X	

9. FINAL ACCEPTANCE AND CONVEYANCE[4]	APPLICANT	PG&E
a. Upon satisfactory completion of the Applicant Work, PG&E will energize the distribution or transmission system making the distribution or transmission system operational. Energization will serve as PG&E's final acceptance of the Applicant Work.		X
b. Upon final acceptance, and upon PG&E's receipt of any required formal right-of-way(s), easements, leases and Permits, the Applicant shall convey to PG&E all rights, title and interest in and to all such Applicant Work and the Applicant Project.	X	
c. Guarantee and warranty periods shall commence on the date of final acceptance by PG&E.	X	X
d. Services not completed (tied-in) upon final acceptance of the distribution or transmission system shall not be accepted with the distribution or transmission system. These services shall be accepted on the date(s) the first meter is set on the service.	X	X
e. The risk of loss or damage to the Applicant Work and materials shall remain with Applicant, Contractor(s) and/or Subcontractor(s), until the Applicant Work is accepted by PG&E.	X	

10. PARTIAL USE OF FACILITIES	APPLICANT	PG&E
a. The Applicant shall ensure that the utilization of such portions of the Applicant Project will in no way delay completion of the entire system.	X	
b. PG&E shall assume the responsibility for maintenance and operation of the portions of the Applicant Project conveyed.		X
c. The conveyance of such sections shall in no way relieve the Applicant of liability due to use of defective materials or poor workmanship or damage by third parties.	X	
d. Authorization by PG&E for the partial use of the Applicant Project shall only be granted for the convenience of PG&E.		X
e. Applicant must complete enough of the permanent system to minimize future hot tie-ins and Applicant Work near energized facilities. PG&E may require completion of system sections as it deems acceptable.	X	

[4] Failure or neglect of PG&E to condemn or reject inferior Applicant Work or material shall not be construed or imply an acceptance of such Applicant Work or materials.

5. Contractors and Subcontractors

5.1. Each Contractor and Subcontractor shall be covered by and comply with this Agreement. A Contractor or Subcontractor shall be responsible to Applicant. However, PG&E will have the same privileges and rights with respect to the inspection of Applicant Work as are provided for under the contract documents governing the Applicant Work.

5.2. A Contractor and Subcontractor shall provide insurance of the same type and limits as required of Applicant in Section 6 below, unless otherwise authorized in writing by PG&E.

5.3. PG&E shall be indemnified by the Applicant against all actions, causes of action, claims, and demands whatsoever, either in law or in equity arising from the acts or omissions of any Contractor and/or Subcontractor.

5.4. No Contractor or Subcontractor, regardless of its approval by PG&E, shall bind or purport to bind PG&E.

6. Insurance

Applicant shall maintain ~~the following~~ insurance coverage as required under Attachment F. ~~with insurers rated no less than A- (with a minimum size rating of VII) by Bests' Insurance Guide and Key Ratings and authorized to do business in the State of California.~~

~~6.1 Worker's Compensation and Employers' Liability: Worker's Compensation insurance or self-insurance indicating compliance with any applicable labor codes, acts, laws, or statutes, whether Federal or State, where Applicant, Contractor(s), and/or Subcontractor(s) performs Applicant Work. Employers' Liability insurance shall not less than One Million Dollars ($1,000,000) for injury or death per accident.~~

~~6.2 Commercial General Liability: Coverage for premises and operations, bodily injury (including death), personal injury, property damage, products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, and (i) liability of PG&E that would be imposed without the Agreement, or (ii) liability assumed by PG&E in a contract or agreement that is an "insured contract" under commercial general liability insurance policy. Such insurance shall include no cross liability exclusions or separation of insured clause endorsement exclusions, with minimum limits of One Million Dollars ($1,000,000) per occurrence/One Million Dollars ($1,000,000) aggregate.~~

~~6.3 Business Auto: Coverage of owned and non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a minimum, combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury, including death, and property damage.~~

~~6.4 Excess Liability Insurance: Over and above the Employer's Liability Commercial General Liability and Business Automobile Liability Insurance coverage, with a minimum limit of Twenty Million Dollars ($20,000,000) per occurrence/Twenty Million Dollars ($20,000,000) aggregate.~~

~~6.5 Policy Terms: The Commercial General Liability Insurance, Business Automobile Insurance, and Excess Liability Insurance policies shall include PG&E, its parents, subsidiaries, respective directors, officers, agents, servants and employees as additional insureds ("PG&E Additional Insureds"). All policies shall contain provisions whereby the insurers waive all rights of subrogation against the PG&E Additional Insureds. The Commercial General Liability Insurance, Business Automobile Liability Insurance and Excess Liability Insurance policies shall contain provisions that specify that the policies are primary and non-contributory. Applicant shall be responsible for its respective deductibles.~~

~~6.6 Additional Insurance Provisions: Before commencing performance of Applicant Work, Applicant shall furnish PG&E with certificates of insurance and endorsements of all required insurance for Applicant. The documentation shall state that coverage shall not be canceled except after thirty (30) days prior written notice has been given to PG&E. PG&E may inspect the original policies or require complete certified copies, at any time. The Commercial General Liability Insurance, Business Automobile Liability Insurance and Excess Liability Insurance policies, if written on a Claims First Made Basis, shall be maintained in full force and effect for two (2) years after the completion of the Applicant Work, which coverage may be in the form of extended reporting period coverage if agreed by the Parties.~~

~~6.7 Incident Report: The Applicant agrees to report in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage greater than $25,000, including within the scope of coverage of such insurance whether or not such coverage is sought.~~

~~The Applicant is also responsible for its Contractor(s) and Subcontractor(s) maintaining sufficient limits of the same coverage. Documentation of same coverage by Contractor(s) or Subcontractor(s) shall be available from Applicant upon request.~~

7. Indemnity and Withholding

Applicant shall provide indemnification as required under Attachment F.

~~7.1 Applicant shall indemnify, defend and hold harmless PG&E, its officers, directors, agents, and employees, from and against all claims, demands, losses, damages, costs, expenses, and legal liability connected with or resulting from injury to or death of persons, including but not limited to employees of PG&E, Applicant, Contractor(s) or Subcontractor(s); injury to property of PG&E, Applicant, Contractor(s), Subcontractor(s), or a third party, or to natural resources, or violation of any local, state or federal law or regulation, including but not limited to environmental laws or regulations, or strict liability imposed by any law or regulation; arising out of, related to, or in any way connected with Applicant performance of this Agreement, regardless of any strict liability or negligence of PG&E, whether active or passive, excepting only such claims, demands, losses, damages, costs, expenses, liability or violation of law or regulation as may be caused by the active negligence or willful misconduct of PG&E, its officers, agents, or employees.~~

~~7.2 Applicant acknowledges that any claims, demands, losses, damages, costs, expenses, and legal liability that arise out of, result from, or are in any way~~

~~connected with the release or spill of any legally designated hazardous material or waste as a result of the Applicant Work performed under this Agreement are expressly within the scope of this indemnity, and that the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial Applicant Work, penalties, and fines arising from the violation of any local, state, or federal law or regulation, attorney's fees, disbursements, and other response costs are expressly within the scope of this indemnity.~~

~~7.3 Applicant shall, on PG&E's request, defend any action, claim or suit asserting a claim covered by this indemnity. Applicant shall pay all costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorney's fees.~~

8. Guarantees and Equipment Warranty

8.1 Guarantees: In addition to the guarantees provided under this Attachment E, or implied in fact or in law, Applicant shall leave the entire Applicant Project in satisfactory working condition and shall be responsible for the repair or replacement at its expense of any part of the Applicant Work and/or Applicant Project that develops defects due to faulty material or workmanship within a period of two (2) years after energization. Applicant shall, at its expense repair or replace other Applicant Work, equipment or property damaged as the result of the defects, or as a result of the repairing thereof, and reimburse PG&E for any repair expenses that PG&E may incur. The warranty period for a repaired or replaced part shall be two (2) years from the date of acceptance of the repaired or replaced part.

8.2. Equipment Warranty: Applicant shall warrant that equipment furnished and installed by Applicant will be of the kind and quality described in this Attachment E, free of defects in workmanship, and material, and unless otherwise specified, fit for its intended purpose. The warranty period shall begin from the date the materials are energized and shall extend for two (2) years. The warranty period for all other services shall begin on the energization date and shall extend two (2) years. Should the equipment fail during that period, Applicant shall be liable for all cost associated with repair and replacement of the equipment.

9. Legal Requirements

9.1 Liens: Applicant shall discharge at once and hold PG&E harmless from any liens that may be filed in connection with the Applicant Work. PG&E may retain from payments due, sufficient funds to discharge delinquent accounts of Applicant for which liens on PG&E’s property have been or can be filed, and PG&E may at any time pay therefrom, for Applicant's account, such amounts as are admittedly due thereon.

9.2 Performance Bond: If required by PG&E, Applicant shall require the Contractor(s) or Subcontractor(s) to obtain, within five (5) days of request, a payment and performance bond in the amount specified by PG&E up to 100% of the installation price in a form and with a surety acceptable to PG&E. PG&E will reimburse Applicant for the bond separately within twenty-one (21) days of receipt from Applicant of the surety company's invoice.

9.3 Infringement Protection: Royalties or other charges for patents for designs, machinery, equipment or materials furnished by Applicant for the Applicant Work, or for processes or arts employed by Applicant in performing the Applicant Work, shall not be included in the basis for cost reimbursement. Applicant shall indemnify PG&E, its officers, agents and employees against loss, damage, expense and liability arising out of the infringement or alleged infringement of patents. Applicant shall defend at its expense suits for infringement or alleged infringement which may be instituted against PG&E. If PG&E's use of the aforementioned items is determined to constitute infringement, Applicant shall, at its expense, either procure for PG&E the right to continue its use; replace the infringing item with non-infringing item satisfactory to PG&E; modify the item so it becomes non-infringing; or remove the item.

10. Rights of PG&E

The Applicant shall provide PG&E, as part of the Applicant's contract with its Contractor(s), the necessary rights to enforce the applicable portion of this Attachment E. PG&E shall have the right to inspect and approve any aspect of the Applicant Work relating to the procurement and installation of electric facilities which will become part of PG&E's electric system. The Applicant shall honor and enforce any reasonable request made by PG&E.

11. Right to Suspend Applicant Work

11.1 In the event of the failure of the Applicant an/or its Contractor(s)/Subcontractor(s) to carry on any part of the Applicant Work covered by this Agreement in an efficient, workmanlike, skillful and careful manner to the satisfaction of PG&E or in the event of the failure of the Applicant to comply with any of the requirements of the Agreement, PG&E may give written notice to Applicant stating the respect, or respects, in which the Applicant is failing to comply with the terms of the Agreement.

11.2 If Applicant does not remedy such failure within seven (7) calendar days after such notice is given, PG&E may, at its option and regardless of the state of completion of the Applicant Work, require the Applicant to terminate the Applicant Work. In such event, the Applicant may award all the remaining Applicant Work to another Contractor(s) and/or Subcontractor(s), or the Applicant may proceed with any part of the Applicant Work and award the remaining Applicant Work to another Contractor and/or Subcontractor. In such event, Applicant shall deed to PG&E, and PG&E shall accept, only that portion of the Applicant Work completed by Applicant of a quality satisfactory to PG&E. The Applicant shall be liable for any costs to PG&E arising from this termination of the Applicant Work at PG&E's request.

11.3 If (1) the Applicant seeks relief under applicable law for the benefits of any insolvent or is adjudged bankrupt or (2) a legal action is commenced against the Applicant which in PG&E's opinion, may interfere with the completion of the Applicant Work, PG&E may require the Applicant to suspend the Applicant Work in progress. Applicant shall be liable for additional costs to PG&E arising from termination.

11.4 If (1) the Contractor(s) and/or Subcontractor(s) seeks relief under applicable law for the benefit of an insolvent or is adjudged bankrupt, or (2) legal action is commenced against the Contractor(s) and/or Subcontractor(s) which in PG&E's opinion may interfere with the completion of the Applicant Work, the Applicant will honor the demand of PG&E to terminate the contract between the Applicant and Contractor(s) and/or Subcontractor(s). If the contract between the Applicant and Contractor(s) and/or Subcontractor(s) is terminated, the Contractor(s) and/or Subcontractor(s) shall vacate the Applicant Work site. Applicant shall be liable for additional costs to PG&E arising from termination.

11.5 In the event of a labor dispute or strike by Applicant's, Contractors', or Subcontractors' employees which threatens the progress of Applicant Work, or PG&E's labor relations, or which disrupts PG&E's operations, or results in a secondary boycott at PG&E's facilities, PG&E reserves the right to suspend or discontinue the Applicant Work for cause. This paragraph shall be applicable whether or not any Applicant, Contractor(s), or Subcontractor(s) is directly involved in a labor dispute.

12. Compliance with Laws and Regulations

12.1 During the performance of the Applicant Work, Applicant, Contractor(s) and/or Subcontractor(s), including their respective agents and employees, shall fully comply with all applicable state and federal laws and with any and all applicable bylaws, rules, regulations and orders made or promulgated by any government, government agency or department, municipality, board, commission or other regulatory body; and shall provide all certificates for compliance therewith as may be required by such applicable laws, bylaws, rules, regulations, orders, stipulations or plans.

12.2 Applicant shall assume full responsibility for the payment of all contributions and payroll taxes, whether Federal, state, municipal or otherwise as to its employees, servants or agents engaged in the performance of the Applicant Work. Applicant shall be responsible to pay all taxes applicable to its operations as imposed by any governing authority.

12.3 Applicant shall require any Contractor(s) and/or Subcontractor(s) to whom any portion of the Applicant Work to be performed hereunder may be contracted to comply with provisions of this paragraph, and agrees to save and hold PG&E harmless from any and all penalties, actions, causes of action, damages, claims and demands whatsoever arising out of or occasioned by failure of Applicant and Contractor(s) and/or a Subcontractor(s) to make full and proper compliance with said bylaws, rules, regulations, laws, orders, stipulations or plans.

13. Federal Equal Opportunity Laws

During the performance of this Agreement and to the extent that Federal Equal Opportunity regulations may be applicable to this Agreement, the Applicant agrees to comply with all provisions of those orders and regulations included by summary or reference in the following:

13.1 Equal Employment Opportunity: Executive Order No. 11246, 3 CFR 339 (1065 (Contracts exceeding $10,000) Provides that Applicant will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin and further that Applicant shall take affirmative action to ensure that Applicant and employee are treated without regard to their race, color, religion, sex or national origin.

13.2 Certification of Non-segregated Facilities: 41 CFR 60-1.8: (Contracts exceeding $10,000) Applicant will not maintain or provide segregated facilities for its employees and will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained.

13.3 Listing Employment Openings: Executive Order 11701: (Contracts of $2,500 or more) Applicant will list employment openings with the Employment Development Department in accordance with the Veteran's Employment and Readjustment Act of 1972 and Executive Order 11701. The contract clause, set forth at 41 CFR 50-250.2, is incorporated herein by reference.

13.4 Employment of the Handicapped: Rehabilitation Act of 1973: 41 CFR 60-741.4: (Contracts exceeding $2,500) The affirmative action clause and the regulations contained in Part 41 CFR 60 - 741.4 are incorporated herein by reference.

13.5 Utilization of Minority Enterprises :Executive Order 11625: (Contracts exceeding $5,000) it is the Policy of the Government that Minority Business Enterprises shall have the maximum practicable opportunity to participate in the performance of Government contracts. The Applicant agrees to use its best efforts to carry out this policy in the award of its subcontracts to the fullest extent consistent with the efficient performance of this Agreement.

13.6 Filing EEO-1 Forms and Preparing Affirmative Action Plans, Executive Order 11246 (Contracts of $50,000 or more): If the value of this Agreement is $50,000 or more and the Contractor has 50 or more employees, the Applicant agrees to file appropriate EEO-1 forms in accordance with existing regulations and maintain a current written affirmative action compliance program at each establishment at which Applicant has 50 or more employees.

13.7 Vietnam Era Veterans Readjustment Assistance: Act of 1974, Title 41, Chapter 60, Part 250 (Contracts of $10,000 or more): The affirmative action clause and the regulations pertaining to the employment of disabled veterans and veterans of the Vietnam Era are incorporated herein by reference.

13.8 Americans with Disabilities Act: Applicant agrees that, to the extent it may be applicable to this Agreement, Applicant shall comply with the Americans with Disabilities Act (42 U.S.C., Section 1201, et seq.) and with the regulations promulgated pursuant thereto.

14. Contractor and Subcontractor Compliance

The Applicant shall ensure that its selected Contractor(s) and Subcontractor(s) conform to all PG&E requirements as stated in the Agreement, all applicable Drawings, the Specifications, and all applicable PG&E Electric Rules.

15. PG&E Ownership

Upon completion of construction by Applicant and inspection and acceptance by PG&E, title and ownership for the electric facilities installed by Applicant under this Agreement shall vest in PG&E. Applicant hereby grants and conveys to PG&E, its successors and assigns, all rights, title and interest in and to all such work and facilities, free and clear of all liens and encumbrances.

16. Conflicts

Should any conflict exist between the Agreement and the Specifications, the Agreement shall prevail. In the case of differences between the Specifications and Drawings, the Specifications shall prevail. In the case of differences between the Construction and Standard Drawings, the Applicant shall immediately so inform PG&E and PG&E shall determine which is the applicable Drawing or portion of a Drawing.

Attachment F to
PG&E Agreement to Perform Tariff Schedule Related Work – Electric Rule No. 30

Terms and Conditions

1. CPUC Jurisdiction

This Agreement shall be subject to all of PG&E's applicable tariff schedules on file with and authorized by the CPUC and shall at all times be subject to such changes or modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

2. Force Majeure, PG&E Timing, and Resource Availability

2.1 Force Majeure and Delays: Neither PG&E nor Applicant shall be liable or responsible for any delay in providing or starting service or in completion of the installation of the Special Facilities or Work under this Agreement. Neither PG&E nor Applicant shall be liable for any ~~delay or~~ failure in performance of any part of this Agreement from any Force Majeure. A Force Majeure includes a cause or condition beyond PG&E's and/or Applicant's control or without its fault or negligence, including acts of God, acts of civil or military authority, unanticipated changes to government regulations, strikes, labor disturbance, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power outages, volcanic action, other major environmental disturbances, unusually severe weather conditions shortage of labor or materials, or delay in obtaining necessary land rights.

2.2 PG&E Timing: PG&E's goal is ~~shall make a reasonable attempt~~ to perform the Work in a timely and expeditious manner in accordance with Good Utility Practice and consistent with reliability and safety. The Work shall be placed in PG&E's regular schedule for engineering and construction based on available resources and other existing projects. PG&E reserves the right to reallocate material or labor resources to the construction or maintenance projects which it deems, in good faith ~~and in its sole discretion~~, necessary for serving the needs of all of its customers. PG&E shall reallocate such material or labor resources to again perform work under this Agreement, when, in its good faith opinion, the need to respond to such customer needs no longer exists. PG&E shall not be liable for any delay in effecting the Work resulting from such allocation or reallocation of PG&E's resources.

2.3 Resource Availability: PG&E shall have the right, in the event it is unable to obtain sufficient supplies, materials, or labor for all of its construction requirements, to allocate materials and labor to construction projects which it deems~~, in its sole discretion,~~ most important to serve the needs of its customers. PG&E shall not be liable for any delay in effecting the Work resulting from supplies, materials, or labor availability.

3. Indemnity

3.1 Applicant shall indemnify and hold harmless PG&E, its officers, agents, and employees, against all loss, damage, expense, and liability, resulting from: (1) injury to or death of a person, including, but not limited to employees of PG&E,

Applicant, Contractors/Subcontractors, or any third party; (2) damage or injury to property, including, but not limited to, property of PG&E, Applicant, or any third party (including any Contractors/Subcontractors), or to natural resources; and/or (3) violation of any local, state or federal law or regulation, including but not limited to environmental laws or regulations, or strict liability imposed by any law or regulation. This provision to indemnify and hold harmless is for such injury, damages, and/or violations arising out of or in any way connected with this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury, damages, or violations are caused by or result from the acts or omissions of the Applicant, its officers, employees, agents, Contractors, and/or Subcontractors.

3.2 Applicant acknowledges that any claims, demands, losses, damages, costs, expenses, and legal liability that arise out of, result from, or are in any way connected with the release or spill of any legally designated H~~h~~azardous Substances ~~material~~ or waste as a result of the Work performed under this Agreement (including any Applicant Work) are expressly within the scope of this indemnity, and that the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial work, penalties, and fines arising from the violation of any local, state, or federal law or regulation, attorney's fees, disbursements, and other response costs are expressly within the scope of this indemnity.

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

3.4 In addition to any other right to withhold, PG&E may withhold from payments due Applicant under this Agreement such amounts as, in PG&E's opinion, are reasonably necessary to provide security against all loss, damage, expense, and liability covered by the foregoing indemnification provision.

4. Assignment

Applicant may, with PG&E's written consent, assign this Agreement provided the assignee agrees in writing to perform Applicant's obligations hereunder. Such assignment will be deemed to include, unless otherwise specified therein, all of Applicant's responsibilities, liabilities, and rights under this Agreement.

5. Conflicts

Should any conflict exist between this Agreement and any applicable state or federal laws, rules, regulations, orders or codes, the state or federal laws, rules, regulations, orders or codes shall prevail. Varying degrees of stringency between the Drawings, Specifications, this Agreement, and applicable state and federal laws, rules, regulations, orders or codes are not to be deemed conflicts and the most stringent requirements shall control.

6. Applicable Law

This Agreement shall be deemed to be a contract made under laws of the State of California and for all purposes shall be construed in accordance with the laws of California.

7. Power Quality and Voltage Stability

Under normal load conditions, PG&E will deliver sustained voltage as close to the nominal service voltages that are economically practical. Any deviations from the normal voltage levels will be no greater than the service voltage ranges specified in PG&E's Electric Rule No. 2. Exceptions to voltage limits are specified in PG&E's Electric Rule No. 2. Applicant is responsible for planning, designing, operating and protecting equipment beyond PG&E's delivery point.

8. General Access to Applicant's Premises and/or Facility

Where it is necessary for PG&E to install facilities on Applicant's Premises and/or Facility, Applicant grants to PG&E: (a) the right to install, own, and maintain such facilities on Applicant's Premises and/or Facility together with sufficient legal clearance between all structures now or hereafter erected on Applicant's premises; and (b) the right to enter and leave Applicant's Premises and/or Facility for any purpose connected with the furnishing of electric service (meter reading, inspection, testing, routine repairs, maintenance, replacement, emergency work, etc.) and the exercise of any and all rights secured to it by law, or under PG&E's tariff schedules.

9. Land Rights

Where formal rights-of-way, easements, land leases, or permits are required by PG&E for the installation of any Transmission Facilities on or over Applicant's Premises, or the property of others, Applicant understands and agrees that PG&E shall not be obligated to install any Transmission Facilities or accept any Transmission Facilities installed by Applicant or the Applicant's Contractor unless and until any necessary permanent rights-of-way, easements, land leases, or permits, satisfactory to PG&E, are granted to or obtained for PG&E~~ without cost to or condemnation by PG&E~~. Such easement shall include the right of access and right to trim or remove trees as necessary to maintain required legal clearances from overhead wires.

10. Field Changes and Unforeseen Conditions During Construction

During construction of the Transmission Facilities, field changes, including unforeseen field conditions, may result in additional Actual Costs above the Project Specific Cost Estimate. Unforeseen field conditions include, but are not limited to, contaminated soil, obstructions, and weather conditions. Applicant shall be responsible for PG&E's Actual Costs and pay for these costs through Actual Cost Payments.

11. Warranty

Applicant warrants that all materials and workmanship performed or otherwise provided by Applicant under this Agreement shall be free of all defects and fit for its intended purposes. The warranty begins with the date the Transmission Facilities are energized by PG&E and extends for two (2) years from energization. In the event Applicant's work or materials provided under this Agreement fail to conform to the warranty or are damaged as a result of any actions by a third party, Applicant shall reimburse PG&E its costs for the total cost of repair and/or replacement as deemed necessary by PG&E. Such reimbursements shall be non-refundable.

12. Dispute Resolution

In the event of any dispute with respect to the interpretation or performance of this Agreement, Applicant and PG&E (jointly "Parties") will appoint a senior executive with authority to resolve and settle disputes. The senior executives shall attend and participate in a meeting for the purpose of resolving and settling the dispute, which meeting shall not be binding and shall be without prejudice to any other rights or remedies which the Parties may have. The meeting shall be held at a location in Oakland, California within twenty-one (21) calendar days after a written notice, from any Party to the dispute, requesting such meeting. If the Parties to the dispute mutually agree, a jointly selected mediator may be present to facilitate mediation between the Parties. The Parties to the dispute shall share the mediator's fee equally. The Parties agree that communications in the course of the meeting and/or mediation are privileged from discovery. If there are multiple disputes and any Party to the dispute so elects, all outstanding disputes shall be addressed in a single meeting/mediation. If the meeting/mediation of the senior executives does not resolve the dispute, unless the Parties mutually agree otherwise, the dispute shall be resolved in a court of law.

~~Except as provided in the next sentence, the sole procedure to resolve any claim arising out of or relating to this Agreement is the dispute resolution procedure set forth in this provision. Either Party may seek a preliminary injunction or other provisional judicial remedy if such action is necessary to prevent irreparable harm or preserve the status quo, in which case both Parties nonetheless shall continue to pursue resolution of the dispute by means of this procedure.~~

~~12.1 Management Negotiations~~

~~12.1.1 The Parties shall attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement by prompt negotiations between each Party's authorized representative, or such other person designated in writing as a representative of the Party (each, a Manager). Either Manager may request a meeting (such meeting to be held in person or telephonically) to initiate negotiations to be held within ten (10) Business Days of the other Party's receipt of such request, at a mutually agreed time and place. If the matter is not resolved within fifteen (15) Business Days of their first meeting ("Initial Negotiation End Date"), the Managers shall refer the matter to the designated senior officers of their respective companies ("Executive(s)"), who shall have authority to settle the dispute. Within five (5) business days of the Initial Negotiation End Date ("Referral Date"), each Party shall provide one another written notice confirming the referral and identifying the name and title of the Executive who will represent the Party.~~

~~12.1.2 Within five (5) business days of the Referral Date, the Executives shall establish a mutually acceptable location and date, which date shall not be greater than thirty (30) calendar days from the Referral Date, to meet. After the initial meeting date, the Executives shall meet, as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute.~~

~~12.1.3 All communication and writing exchanged between the Parties in connection with these negotiations shall be confidential and shall not be used or referred to in any subsequent binding adjudicatory process between the Parties.~~

~~12.1.4 If the matter is not resolved within forty-five (45) calendar days of the Referral Date, or if the Party receiving the written request to meet, pursuant to subsection (a) above, refuses or does not meet within the ten (10) business day period specified in subsection (a) above, either Party may initiate mediation of the controversy or claim according to the terms of the following Section 12.2.~~

~~12.2 Mediation and Arbitration.~~

~~12.2.1 If the dispute cannot be so resolved by negotiation as set forth in Section 12.1 above, it shall be resolved at the request of either Party through a two-step dispute resolution process administered by JAMS Inc. or its successor entity, a judicial arbitration and mediation service ("JAMS"). As the first step the Parties agree to mediate any controversy before a mediator from the JAMS, pursuant to the applicable JAMS commercial mediation rules, in San Francisco, California. Either Party may begin mediation by serving a written demand for mediation. The mediator shall not have the authority to require, and neither Party may be compelled to engage in, any form of discovery prior to or in connection with the mediation.~~

~~12.2.2 If within sixty (60) calendar days after service of a written demand for mediation, the mediation does not result in resolution of the dispute, then the controversy shall be settled by arbitration conducted by a retired judge or justice from JAMS conducted in San Francisco, California, administered by and in accordance with the applicable JAMS commercial arbitration rules ("Arbitration"). The period commencing from the date of the written demand for mediation until the appointment of a mediator shall be included within the sixty (60) day mediation period.~~

~~12.2.3 Any mediator(s) and arbitrator(s) shall have no affiliation with, financial or other interest in, or prior employment with either Party and shall be knowledgeable in the field of the dispute.~~

~~12.2.4 Either Party may initiate Arbitration by filing with JAMS a notice of intent to arbitrate within sixty (60) calendar days of service of the written demand for mediation.~~

~~12.3 Arbitration Procedures.~~

~~12.3.1 At the request of a Party, the arbitrator shall have the discretion to order depositions of witnesses to the extent the arbitrator deems such discovery relevant and appropriate. Depositions shall be limited to a maximum of three (3) per Party and shall be held within thirty (30) calendar days of the making of a request. Additional depositions may be scheduled only with the permission of the arbitrator, and for good cause~~

~~shown. Each deposition shall be limited to a maximum of six (6) hours duration unless otherwise permitted by the arbitrator for good cause shown. All objections are reserved for the arbitration hearing except for objections based on privilege and proprietary and confidential information. The arbitrator shall also have discretion to order the Parties to exchange relevant documents. The arbitrator shall also have discretion to order the Parties to answer interrogatories, upon good cause shown.~~

~~12.3.2 Each of the Parties shall submit to the arbitrator, in accordance with a schedule set by the arbitrator, offers in the form of the award it considers the arbitrator should make. If the arbitrator requires the Parties to submit more than one such offer, the arbitrator shall designate a deadline by which time the Parties shall submit their last and best offer. In such proceedings the arbitrator shall be limited to awarding only one of the two "last and best" offers submitted and shall not determine an alternative or compromise remedy.~~

~~12.3.3 The arbitrator shall have no authority to award punitive or exemplary damages or any other damages other than direct and actual damages and the other damages contemplated by this Agreement.~~

~~12.3.4 The arbitrator's award shall be made within nine (9) months of the filing of the notice of intention to arbitrate (demand) and the arbitrator shall agree to comply with this schedule before accepting appointment. However, this time limit may be extended by agreement of the Parties or by the arbitrator, if necessary. The California Superior Court for the County of Alameda may enter judgment upon any award rendered by the arbitrator. The Parties are aware of the decision in *Advanced Micro Devices, Inc. v. Intel Corp., 9 Cal. 4th 362 (1994)*, and, except as modified by this Agreement, intend to limit the power of the arbitrator to that of a Superior Court judge enforcing California law. The prevailing Party in this dispute resolution process is entitled to recover its costs and reasonable attorneys' fees.~~

~~12.3.5 The arbitrator shall have the authority to grant dispositive motions prior to the commencement of or following the completion of discovery if the arbitrator concludes that there is no material issue of fact pending before him.~~

~~12.3.6 Except as may be required by law, neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties.~~

13. Termination of the Agreement Prior to Energization of the Transmission Facilities

13.1 In the event that PG&E is prevented from completing the installation of any portion or all of the Transmission Facilities for reasons beyond its reasonable control, PG&E shall have the right to terminate this Agreement. PG&E reserves the right to retain the portion of any Advance and/or Actual Cost Payment that it has earned based on the Work performed for the Applicant prior to termination. PG&E shall return to Applicant any portion of the Advance and/or Actual Cost

Payment that exceeds the cost of the work performed for Applicant prior to the termination. PG&E shall provide written notice of termination to the Applicant.

13.2 Before any portion of the Transmission Facilities is energized, Applicant ~~either Party~~ may terminate this Agreement by providing sixty (60) days written notice to PG&E~~the other Party~~.

~~13.2.1 Upon termination by PG&E for any reason other than Applicant's Default or termination under Section 13.1, PG&E shall return to Applicant within a commercially reasonable time the Advance and/or Actual Cost Payments received by PG&E from Applicant less the value of any Transmission Facilities installed by PG&E on Applicant's Premises.~~

~~13.2.2~~13.2.1 Upon such termination by Applicant, Applicant shall pay to PG&E within a commercially reasonable time (in addition to all other monies to which PG&E may be legally entitled by virtue of such termination) a "Pre-Energization Facility Termination Charge" defined as: (1) the Actual Costs incurred by PG&E for the Transmission Facilities plus the estimated removal cost; less (2) the estimated salvage value for the Transmission Facilities to be removed and any Advances and/or Actual Cost Payments already received by PG&E. If the Advance and/or Actual Costs paid by Applicant to PG&E is greater than the Pre-Energization Facility Termination Charge, PG&E shall refund the difference, without interest, to the Applicant within a commercially reasonable time.

13.3 Upon termination of this Agreement under this Section 13, PG&E shall~~, in its sole discretion,~~ be entitled to remove and shall have a reasonable time in which to remove any portion of the Transmission Facilities located on the Applicant's Premises. This right to removal does not include Applicant Build Facilities and/or Contributions for which ownership has not yet been conveyed to PG&E.

13.4 PG&E may, at its option, alter, rearrange, convey or retain in place any portion of the Transmission Facilities located on property other than Applicant's Premises. If PG&E terminates this Agreement for any reason other than Applicant's Default, where all or any portion of the Transmission Facilities located on property other than Applicant's Premises are retained in place and used by PG&E to provide permanent service to other customers, an equitable adjustment will be made in the Pre-Energization Facility Termination Charge. This does not apply if the Applicant terminates the Agreement.

14. Termination of the Agreement After Energization of the Transmission Facilities and During Refund Period

14.1 After any portion of Transmission Facilities are energized, Applicant may terminate this Agreement during the Refund Period by providing sixty (60) days written notice to PG&E.

14.2 Upon termination by the Applicant, Applicant shall pay to PG&E within a commercially reasonable time (in addition to all other monies to which PG&E may be legally entitled by virtue of such termination) a "Post-Energization Facility Termination Charge" defined as: (1) the Actual Cost incurred by PG&E for the

Transmission Facilities plus the estimated removal cost; less (2) the estimated salvage value for the Transmission Facilities to be removed and any Advances and/or Actual Cost Payments received by PG&E that have not yet been Refunded.

14.3 Upon termination of this Agreement under this Section 14, PG&E shall~~, in its sole discretion,~~ be entitled to remove and shall have a reasonable time in which to remove any portion of the Transmission Facilities located on the Applicant's Premises.

14.4 PG&E may, at its option, alter, rearrange, convey or retain in place any portion of the Transmission Facilities located on property other than Applicant's Premises.

15. Termination As A Result of Applicant Failure to Take Electric Service

15.1 If Applicant does not take electrical service from PG&E for any reason by the end of the first calendar year after the Transmission Facilities are energized, PG&E may terminate this Agreement by providing sixty (60) days written notice to Applicant.

15.2 Upon termination by PG&E, Applicant shall pay to PG&E within a commercially reasonable time (in addition to all other monies to which PG&E may be legally entitled by virtue of such termination) a Post-Energization Facility Termination Charge.

15.3 Upon termination of this Agreement under this Section 15, PG&E shall~~, in its sole discretion,~~ be entitled to remove and shall have a reasonable time in which to remove any portion of the Transmission Facilities located on the Applicant's Premises.

15.4 PG&E may, at its option, alter, rearrange, convey or retain in place any portion of the Transmission Facilities located on property other than Applicant's Premises.

16. Termination After Refund Period

Either Party may terminate this Agreement with sixty (60) days written notice after the Refund Period, subject to the survival provisions in Attachment F, Section 18 below.

17. Default

17.1 "Default" shall mean the failure of a Breaching Party to cure its Breach.

17.2 "Breach" shall mean the failure of a Party to perform or observe any material term or condition of this Agreement.

17.3 "Breaching Party" shall mean the Party Breaching this Agreement.

17.4 No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of Force Majeure as defined in this Agreement or the result of an act or omission of the other Party. Upon a Breach, the affected non-Breaching Party(ies) shall give written notice of such Breach to the Breaching Party ("Default Notice"). The Breaching Party shall have thirty (30) calendar days from receipt of the Default Notice within which to cure such Breach; provided however, if such Breach is not capable of cure within thirty (30) calendar days, the Breaching Party shall commence such cure within thirty (30) calendar days after the Default Notice and continuously and diligently complete such cure within ninety (90) calendar days from receipt of the Default Notice; and, if cured within such time, the Breach specified in such notice shall cease to exist.

17.5 If a Breach is not cured as provided in Section 17~~15~~.4, the affected non-Breaching Party(ies) shall have the right to: (1) declare a Default and terminate this Agreement by written notice and be relieved of any further obligation hereunder; and (2) recover from the Breaching Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity.

17.6 If this Agreement is terminated by PG&E due to Applicant's Default, the termination provisions of Sections 13 and/or 14 shall apply.

18. Insurance

For purposes of Applicant Work, Applicant shall maintain the following insurance coverage with insurers rated no less than A- (with a minimum size rating of VII) by Bests' Insurance Guide and Key Ratings and authorized to do business in the State of California.

18.1 Worker's Compensation and Employers' Liability: Worker's Compensation insurance or self-insurance indicating compliance with any applicable labor codes, acts, laws, or statutes, whether Federal or State, where Applicant, Contractor(s), and/or Subcontractor(s) performs Applicant Work, as contemplated in Attachment E. Employers' Liability insurance shall not less than One Million Dollars ($1,000,000) for injury or death per accident.

18.2 Commercial General Liability: Coverage for premises and operations, bodily injury (including death), personal injury, property damage, products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, and (i) liability of PG&E that would be imposed without the Agreement, or (ii) liability assumed by PG&E in a contract or agreement that is an "insured contract" under commercial general liability insurance policy. Such insurance shall include no cross liability exclusions or separation of insured clause endorsement exclusions, with minimum limits of One Million Dollars ($1,000,000) per occurrence/One Million Dollars ($1,000,000) aggregate.

18.3 Business Auto: Coverage of owned and non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a minimum, combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury, including death, and property damage.

18.4 Excess Liability Insurance: Over and above the Employer's Liability Commercial General Liability and Business Automobile Liability Insurance coverage, with a minimum limit of Twenty Million Dollars ($20,000,000) per occurrence/Twenty Million Dollars ($20,000,000) aggregate.

18.5 Policy Terms: The Commercial General Liability Insurance, Business Automobile Insurance, and Excess Liability Insurance policies shall include PG&E, its parents, subsidiaries, affiliates, respective directors, officers, agents, servants and employees as additional insureds ("PG&E Additional Insureds"). Applicant hereby waives all rights of subrogation against the PG&E Additional Insureds, and agrees that all policies shall contain provisions whereby the insurers waive all rights of subrogation against the PG&E Additional Insureds. The Commercial General Liability Insurance, Business Automobile Liability Insurance and Excess Liability Insurance policies shall contain provisions that specify that the policies are primary and non-contributory. Applicant shall be responsible for its respective deductibles.

18.6 Additional Insurance Provisions: Before either Party commences any work contemplated under this Agreement, Applicant shall furnish PG&E with certificates of insurance and endorsements of all required insurance for Applicant. The documentation shall state that coverage shall not be canceled except after thirty (30) days prior written notice has been given to PG&E. PG&E may inspect the original policies or require complete certified copies, at any time. The Commercial General Liability Insurance, Business Automobile Liability Insurance and Excess Liability Insurance policies, if written on a Claims First Made Basis, shall be maintained in full force and effect until the date that is the later of (i) the termination of this Agreement, or (ii) two (2) years after the completion of the Applicant Work (as contemplated in Attachment E), which coverage may be in the form of extended reporting period coverage if agreed by the Parties.

18.7 Incident Report: The Applicant agrees to report in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage greater than $25,000, including within the scope of coverage of such insurance whether or not such coverage is sought.

The Applicant acknowledges and agrees that it is responsible for its Contractor(s) and Subcontractor(s) (as contemplated in Attachment E) maintaining the same coverages as stated above, including, without limitation the requirements set forth in Sections 18.5 – 18.7, and that all Contractors and Subcontractors will be bound by such terms in a written contract. Documentation of same coverage by Applicant, Contractor(s) or Subcontractor(s) shall be available from Applicant upon request, and Applicant will be liable for any costs, damages or other liabilities resulting from any Contractor's or Subcontractor's failure to comply with the foregoing provisions.

19~~8~~. Survival After Termination

This Agreement shall continue in effect after termination to the extent necessary to provide for: (1) final billings and payments and for costs incurred hereunder, including billings and payments under this Agreement, including payments under Attachment F, Sections 13-16; (2) to permit the determination and enforcement of liability and indemnity obligations arising from acts or events that occurred while this Agreement was in effect; (3) to permit PG&E to have access to the Applicant's Premises to disconnect, remove, or salvage the Transmission Facilities located on Applicant's Premises; (4) to permit PG&E to have access to Transmission Facilities located on Applicant's Premises to provide permanent service to other customers; and (5) to permit the enforcement of Attachment F, Sections 13-16.

20~~19~~. Invoices and Payments for Advances and/or Actual Costs

20~~19~~.1 Invoices shall be rendered to the Applicant as specified in Attachment F, Section 21~~20~~. The Applicant shall pay any invoice by a wire transfer to a bank named and account designated by PG&E.

20~~19~~.2 The Applicant shall pay the Advance specified in Attachment B within the time specified in Attachment B. As provided in Electric Rule 30.C.2.a, if the Applicant fails to pay the Advance in the time specified, PG&E reserves the right to stop performance of its work. If PG&E stops performance, and Applicant subsequently pays the Advance, the timing of PG&E re-commencing work shall be at PG&E's discretion based on availability of resources.

20~~19~~.3 Consistent with Electric Rule 30.C.4.c, Applicant shall pay all invoiced amounts for Actual Cost Payments within forty-five (45) calendar days after receipt of PG&E's invoice. If the Applicant does not pay PG&E within forty-five (45) calendar days after receipt of an invoice, the Applicant shall pay PG&E interest on the unpaid amount at the Interest Rate. PG&E shall also be entitled to stop performance of its work until an overdue payment is received. If PG&E stops performance, and Applicant subsequently pays outstanding invoiced amounts, the timing of PG&E re-commencing work shall be at PG&E's discretion based on availability of resources.

20~~19~~.4 In the event of any billing dispute between the Applicant and PG&E regarding an invoice and/or payments of Advances and/or Actual Cost Payments, the Parties shall utilize the Dispute Resolution provisions in Attachment F, Section 12 above.

21~~20~~. Notices

21~~20~~.1 Notices and/or invoices may be sent by United States Postal Service and/or e-mail. A notice sent by e-mail will be recognized and shall be deemed received on the Business Day on which such notice was transmitted if received before 5:00 p.m. (and if received after 5:00 p.m., on the next Business Day) and a notice of overnight mail or courier shall be deemed to have been received two (2) Business Days after it was sent or such earlier time as is confirmed by the receiving Party.

21~~20~~.2 Notices – General

Applicant: *[to be supplied]*

PG&E: *[to be supplied]*

21~~20~~.3 Notices – Invoices, Billing and Payments

Applicant: *[to be supplied]*

PG&E: *[to be supplied]*

21~~20~~.4 Notices – Alternative Forms of Notices

Applicant: *[to be supplied]*

PG&E: *[to be supplied]*

22~~1~~. Consequential Damages

In no event shall any Party be liable for consequential damages arising out of or relating to this Agreement~~under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages~~, including but not limited to loss of profit, rents or revenue, loss of ~~the~~ use ~~of equipment~~, cost of capital or financing, cost of insurance, cost of temporary equipment or services~~,~~, business and reputation, principal office expenses, and for loss of management or employee productivity or of the services of such persons~~-~~ whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability~~; provided, however, that damages for which a Party may be liable to another Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder~~.

~~22. Limitation of Liability: The Parties total liability arising out of this Agreement is limited to the amount Applicant has paid PG&E for the Work under this Agreement or $__________, whichever is less, whether arising in contract, tort (including negligence) or otherwise.~~

23~~2~~. Severability

If any provision in this Agreement is finally determined to be invalid, void or unenforceable by any court or the CPUC, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this Agreement.

24~~3~~. Environmental Releases

24~~3~~.1 Each Party shall notify the other Party, first orally and then in writing, of the release of any Hazardous Substances, any asbestos or lead abatement activities, or any type of remediation activities related to Transmission Facilities, Applicant Build Facilities, Facility, and/or Premises each of which may reasonably be expected to affect the other Party. The notifying Party shall: (i) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than twenty-four (24) hours after such Party becomes aware of the occurrence; and (ii) promptly furnish to the other Party copies of any publicly available reports filed with any Governmental Authorities addressing such events.

24~~3~~.2 "Hazardous Substances" shall mean any chemicals, materials or substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "hazardous constituents," "restricted hazardous materials," "extremely hazardous substances," "toxic substances," "radioactive substances," "contaminants," "pollutants," "toxic pollutants" or words of similar meaning and regulatory effect under any applicable Environmental Law, or any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable law.

24~~3~~.3 "Governmental Authority" shall mean any federal, state, local or other governmental, regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power.

~~24~~25. Entire Agreement

This Agreement, including all Attachments and Appendices attached hereto and Electric Rule 30 in effect on the Effective Date, constitutes the entire agreement between ~~among~~ the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between or among the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, any Party's compliance with its obligations under this Agreement. The language of this Agreement shall not be interpreted in favor or against any Party as the drafter of this Agreement.

~~25~~26. No Third Party Beneficiaries

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

~~26~~27. Waiver

The failure of a Party to this Agreement to insist on any occasion upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party. Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement.

~~27~~28. Counterparts and Amendments

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument. The Parties may by mutual agreement amend this Agreement by a written instrument duly executed by all of the Parties. Delivery of an executed counterpart of this Agreement by e-mail (including pdf or any electronic signature complying with the federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civ. Code Section 1633.1, et seq.) or other applicable law) will be deemed as effective as delivery of an originally executed counterpart. Any Party delivering an executed counterpart of this Agreement by e-mail will also deliver an originally executed counterpart, but the failure of any Party to deliver an originally executed counterpart of this Agreement will not affect the validity or effectiveness of this Agreement.

Attachment G
Definitions

Capitalized terms in this Agreement shall have the same meaning as the defined terms in Electric Rule 30. Terms that are not defined in Electric Rule 30 are included below and may be further defined in the Agreement and/or Attachments:

Agreement: This agreement between Applicant and PG&E.

Applicant Project: The electric facilities planned, designed, engineered and/or constructed consistent with the Applicant Work.

Applicant Work: All labor, materials, equipment, and any other job requirements performed by the Applicant and/or by Applicant's Contractor(s) and/or Subcontractor(s) related to the Drawings and/or the work performed under this Attachment E.

~~Arbitration: As defined in Attachment F, Section 12.2.2.~~

Breach: As defined in Attachment F, Section 17.2.

Breaching Party: As defined in Attachment F, Section 17.3.

Business Day: Any day except a Saturday, Sunday, or a Federal Reserve Bank holiday and shall be between the hours of 8:00 a.m. and 5:00 p.m. Pacific time

Change Order: Authorization to add, delete, or change Applicant Work. PG&E's Change Order form provides a description of the authorization to perform additional or delete Applicant Work as agreed to by Applicant and PG&E.

Contractor: The Applicant's agent who enters into a contractual agreement with the Applicant for the installation of the specified electric facilities. All obligations of the Applicant as specified in the Agreement shall also apply to the Contractor and its Subcontractors.

Default: As defined in Attachment F, Section 17.1.

Default Notice: As defined in Attachment F, Section 17.4.

Drawings: As used in Attachment E, Drawings include the following as applicable:

> Standard Drawings: Drawings prepared by PG&E depicting requirements for design, construction, operation and maintenance of its operating facilities.
>
> Construction Drawings: A drawing(s) depicting the site-specific requirements for a defined project.
>
> Composite Drawing: Electric site construction drawings(s) that provide a layout of proposed Applicant Work in sufficient detail to allow the Applicant and/or the Contractor(s) and Subcontractor(s) to plan and perform the Applicant Work.

As-Built Drawing: A drawing by Applicant clearly showing all installed facilities prepared upon completion of the Project. This may include but is not limited to the electric facilities installed.

Effective Date: The date when the Agreement has been executed by both parties and approved by the CPUC.

Electric Rule 30: PG&E's Electric Rule No. 30.

Equivalent One-Time Payment: As defined in Attachment C, Section 3.2.

Estimated In-Service Date: The estimated in-service date from the PES Report identified in Attachment A.

~~Executive: As defined in Attachment F, Section 12.1.1.~~

Force Majeure: As defined in Attachment F, Section 2.1.

Governmental Authority: As defined in Attachment F, Section 24~~3~~.3.

Hazardous Substances: As defined in Attachment F, Section 24~~3~~.2.

~~Initial Negotiations End Date: As defined in Attachment F, Section 12.1.1.~~

~~JAMS: As defined in Attachment F, Section 12.2.1.~~

Land Rights: Any legal right of a person, corporation (utility) etc., to use another's land. Such Land Rights will usually be in the form of a: (a) private right-of-way and easement; (b) dedicated public utility easement; (c) Permit; and/or (d) lease agreement.

Material Suppliers: Those vendors, suppliers, and manufacturers who have been qualified by PG&E to supply material according to PG&E specifications.

Party or Parties: Applicant and PG&E may be jointly referred to as "Parties" or individually as "Party."

Permit: A written agreement or license for the Applicant Work issued by an agency or governmental authority having jurisdiction.

PES Report: The Preliminary Engineering Study Report provided by PG&E to the Applicant identified in Attachment A.

PG&E: Pacific Gas and Electric Company, a California corporation.

PG&E Additional Insureds: As defined in Attachment F~~E~~, Section 18~~6~~.5.

Post-Energization Facility Termination Charge: As defined in Attachment F, Section 14.2.

Pre-Energization Facility Termination Charge: As defined in Attachment F, Section 13.2.2.

Referral Date: As defined in Attachment F, Section 12.1.1.

Special Facilities Monthly Cost of Ownership Charge: As defined in Attachment C, Section 3.1.

Specification: The document attached hereto as Appendix A, comprising technical and operating specifications for Applicant Work. The Specifications may be updated by PG&E~~, in PG&E's sole discretion,~~ as the Project proceeds through planning, design, engineering, and construction

Subcontractor: The party or parties entering into a contractual agreement with the Applicant's Contractor or another Subcontractor for the installation of a portion of the Project. The obligations, where set forth in this Agreement, shall also apply to Subcontractors regardless of level or tier.

Superintendent: Applicant's field representative to whom PG&E and the Applicant make known decisions, instructions and interpretations. Notices given the Superintendent shall be deemed notices given to the Applicant.

Utilities: Agencies, public or private, which install, own, and operate utility facilities intended for general public, municipal or private use

Work: The Transmission Facilities work described in the Agreement to be performed by PG&E.

PACIFIC GAS AND ELECTRIC COMPANY

ATTACHMENT F

PROPOSED CHANGES TO FORM AGREEMENTS

Attachment F – PG&E's Proposed Changes to Electric Rule 30 Form Agreements[1]

	Form Agreement Provision	Party	Position (including Testimony Reference)	PG&E Response
1.	Attachment A, Section A.3	PG&E	Clarifying language regarding the Estimated In-Service Date	N/A
2.	Attachment B, Section B.2	Cal Advocates	Removal of "sole discretion" (Cal Advocates Testimony, Section III.D)	PG&E agrees to this change
3.	Attachment B, Section B.3	PG&E	Adding clarifying language regarding Facility Types	N/A
4.	Attachment C, Section C.1	Cal Advocates	Removal of "sole discretion" (Cal Advocates Testimony, Section III.D)	PG&E agrees to this change
5.	Attachment C, Section C.1	PG&E	Added missing "the"	N/A
6.	Attachment C, Section C.6	PG&E	Add language to make provision mutual for both PG&E and Applicant regarding liability and responsibility for delays	N/A
7.	Attachment C, Section C.6	Cal Advocates	Removal of "sole discretion" (Cal Advocates Testimony, Section III.D)	PG&E agrees to this change
8.	Attachment C, Section C.8	PG&E	Removed reference to Electric Rule 14 as unnecessary to provision	N/A

[1] In Appendix B-6 to its testimony, Cal Advocates provided proposed changes to the Electric Rule 30 form agreement, but did not include actual red-line changes. This Attachment does not include all of the changes proposed by Cal Advocates but instead includes Cal Advocates' proposed changes that are agreed to by PG&E.

	Form Agreement Provision	Party	Position (including Testimony Reference)	PG&E Response
9.	Attachment D, Section D.1	Cal Advocates	Removal of “sole discretion” (Cal Advocates Testimony, Section III.D)	PG&E agrees to this change
10.	Attachment D, Section D.3	Cal Advocates	Removal of “sole discretion” (Cal Advocates Testimony, Section III.D)	PG&E agrees to this change
11.	Attachment D, Section D.3	PG&E	Added language clarifying that Applicant can either provide or cause to be provided	N/A
12.	Attachment D, Section D.4	PG&E	Added language clarifying transfer of ownership to PG&E of Contributions	N/A
13.	Attachment E, Section E.2.9	Cal Advocates	Removal of “sole discretion” (Cal Advocates Testimony, Section III.D)	PG&E agrees to this change
14.	Attachment E, Section E.3.3	Cal Advocates	Removal of “sole discretion” (Cal Advocates Testimony, Section III.D)	PG&E agrees to this change
15.	Attachment E, Section E.4.3.a	PG&E	Remove statement that review and oversight costs are not eligible for refund as PG&E would have incurred these costs regardless of Applicant Build Option and thus they would be refundable	N/A
16.	Attachment E, Section E.5.a(5)	PG&E	Remove word “adequate” as it is unnecessary and instead specify that insurance as required by the Agreement	N/A
17.	Attachment E, Section E.4.7.c	PG&E	Remove statement that review and oversight costs are not eligible for refund as PG&E would have incurred these costs regardless of Applicant Build Option and thus they would be refundable	N/A

	Form Agreement Provision	Party	Position (including Testimony Reference)	PG&E Response
18.	Attachment E, Section E.6	PG&E	Move insurance provisions to Attachment F as these provisions are general terms and conditions	N/A
19.	Attachment E, Section E.7	PG&E	Move indemnity provisions to Attachment F as these provisions are general terms and conditions	N/A
20.	Attachment F, Section F.2.1	PG&E	Add language to make provision mutual for both PG&E and Applicant and clarify responsibility and liability for Force Majeure	N/A
21.	Attachment F, Section F.2.2	PG&E	Modify provision to refer to goal and availability of resources	N/A
22.	Attachment F, Section F.2.2	Cal Advocates	Removal of “sole discretion” (Cal Advocates Testimony, Section III.D)	PG&E agrees to this change
23.	Attachment F, Section F.2.3	Cal Advocates	Removal of “sole discretion” (Cal Advocates Testimony, Section III.D)	PG&E agrees to this change
24.	Attachment F, Section F.3.1	PG&E	Clarify that third parties include Contractors and Subcontractors	N/A
25.	Attachment F, Section F.3.2	PG&E	Clarify that Hazardous Substance provisions include Applicant Work	N/A
26.	Attachment F, Section F.9	PG&E	Removed reference to cost or condemnation as this language is not necessary for this provision	N/A
27.	Attachment F, Section F.12	PG&E	Simplify dispute resolution provisions	N/A

	Form Agreement Provision	Party	Position (including Testimony Reference)	PG&E Response
28.	Attachment F, Section F.13.2	PG&E	Clarify that provision on applies to Applicant termination	N/A
29.	Attachment F, Section F.13.3	Cal Advocates	Removal of “sole discretion” (Cal Advocates Testimony, Section III.D)	PG&E agrees to this change
30.	Attachment F, Section F.14.3	Cal Advocates	Removal of “sole discretion” (Cal Advocates Testimony, Section III.D)	PG&E agrees to this change
31.	Attachment F, Section F.19	PG&E	Move Insurance provisions from Attachment E to Attachment F	N/A
32.	Attachment F, Section F.22	PG&E	Revised and clarified the definition and provision concerning consequential damages	N/A
33.	Attachment F, Section F.24	PG&E	Clarifying language regarding the entirety of the Agreement	N/A
34.	Attachment G	PG&E	Update definition references	N/A
35.	Attachment G	PG&E	Deleted unnecessary definitions	N/A

PACIFIC GAS AND ELECTRIC COMPANY

ATTACHMENT G

DECLARATION FROM SILICON VALLEY POWER

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA

Application Number: A.24-11-007

DECLARATION OF NICHOLAS PROCOS
ON BEHALF OF THE CITY OF SANTA CLARA, CALIFORNIA,
DOING BUSINESS AS SILICON VALLEY POWER

I, Nicholas Procos, declare as follows:

1. I am the Director of Silicon Valley Power, the municipal electric utility of the City of Santa Clara, California ("SVP").

2. I am submitting this declaration to correct certain statements made in the Testimony of The Utility Reform Network ("TURN") Addressing Proposed Rule 30 Ratepayer Impacts and Related Issues submitted as Exhibit TURN—01 in CPUC Proceeding A.24-11-007 on June 30, 2025 ("TURN Testimony"). The TURN Testimony was proffered by TURN Senior Policy Expert, Jennifer Dowdell.

3. In the TURN Testimony at page 11, lines 7-12, TURN states: "Recent projections by Standard and Poor's (S&P) Credit Rating Agency anticipate that although data center growth is a new and evolving development in regulated utility business, the associated capital spending to enable the interconnection of data center loads could increase nationwide estimates of capital spending by 15%, including both interconnection costs and grid upgrades to support data center load. Currently 75 of the 314 data centers in California are located in Santa Clara. In Santa Clara (which is served by Silicon Valley Power), electricity rates have historically increased by 2% to 3% a year, but they jumped by 8% in January 2023, another 5% in July 2023 and 10% in January 2024. Silicon Valley Power's electric rates, which were once 40% of PG&E's

rate, rose rapidly due to heavy spending on transmission facilities and other infrastructure to accommodate data center load."

4. While it is correct that Silicon Valley Power's electric rates have historically increased 2% to 3% a year, and that we increased our rates by 8% in January 2023, 5% in July 2023, and 10% in January 2024, the TURN Testimony incorrectly concludes that these rate increases were due to "heavy spending on transmission facilities and other infrastructure to accommodate data center load." I am providing this Declaration to correct this inaccurate conclusion reached, without evidence, by TURN.

5. On December 6, 2022, the Santa Clara City Council approved an 8% rate increase for Silicon Valley Power electric rates effective January 1, 2023. As set forth in the materials provided to the City Council as part of the City Council meeting agenda item, the requested rate increase was driven by increased operation and maintenance costs, increased power purchase costs, proactive maintenance of the generation, transmission and distribution system to maintain reliability, lower hydroelectric production, and to assist in balancing the utility budget to account for increased costs not controlled by the utility. *See* **https://santaclara.legistar.com/LegislationDetail.aspx?ID=5954006&GUID=7B5F12AE-3215-4854-8580-9BB66556D366**, (Presentation included as "Post-Meeting Materials").

6. On May 23, 2023, the Santa Clara City Council approved a 5% rate increase for Silicon Valley Power electric rates effective July 1, 2023. As set forth in the materials provided to the City Council as part of the City Council meeting agenda item, the mid-year increase was driven by historic surge and increase of natural gas prices

which affected power prices. *See* https://santaclara.legistar.com/LegislationDetail.aspx?ID=6212962&GUID=981DE77F-DC6D-432F-A216-05EA4919D584, (Presentation included as "Post-Meeting Materials").

7. On December 5, 2023, the Santa Clara City Council approved a 10% rate increase for Silicon Valley Power electric rates effective January 1, 2024. As set forth in the materials provided to the City Council as part of the City Council meeting agenda item, the requested rate increase was driven by equipment and material costs, renegotiation of power purchase agreements, market volatility including continued elevated natural gas prices, higher California Independent System Operator ("CAISO") transmission access charges, and higher anticipated construction costs. *See* https://santaclara.legistar.com/LegislationDetail.aspx?ID=6439986&GUID=B5ED3983-8F43-4960-947E-F9B0A681A46E, (Presentation included as "Post-Meeting Materials").

Pursuant to 28 U.S.C. § 1746 and the laws of California, I declare under penalty of perjury that the foregoing is true and correct.

Executed on August 6, 2025.

NICHOLAS PROCOS
Director of Silicon Valley Power

PACIFIC GAS AND ELECTRIC COMPANY

ATTACHMENT H

CALCCA RESPONSE TO DATA REQUEST

SET #1-Q1

California Community Choice Association (CalCCA)

Pacific Gas and Electric Company (PG&E) Electric Rule 30
Transmission-Level Interconnections
(Application 24-11-007)
Data Response

DATA REQUEST SET A2411007 PG&E 01

Dated: July 21, 2025
To: Pacific Gas and Electric Company (PG&E)
Prepared by: Lori Mitchell

Question 1:

In Cal CCA's testimony, page 2, line 3, Cal CCA refers to Community Choice Aggregators ("CCAs") as the "default generation service providers." If a non-residential customer locates in a CCA's service area:

a. Is a CCA required by statute to provide "an opportunity to purchase electricity" to the non-residential customer?

b. Does California Public Utilities Commission Section 366.2 require a CCA to provide "an opportunity to purchase electricity" to a non-residential customer?

c. Is there any other statute or regulation that requires a CCA to provide "an opportunity to purchase electricity" to non-residential customers?

d. Can a CCA elect whether to provide "an opportunity to purchase electricity" to a new non-residential customer in its service area,

Response to Question 1:

CalCCA objects that this request misstates what CalCCA stated in its testimony. The request uses the phrase "an opportunity to purchase electricity" as if this phrase were taken from CalCCA's testimony. To CalCCA's knowledge, this phrase is not used in CalCCA's testimony. Moreover, CalCCA objects that this request is potentially invasive of the attorney-client privilege and matters protected by the work product doctrine insofar as the request calls for a legal conclusion. According to the Scoping Memo in this proceeding, legal briefs will be filed on October 24, 2025. Notwithstanding these objections:

a. Public Utilities Code Section 366.2(c)(4) requires a CCA to offer universal access and equitable treatment of all classes of customers. To CalCCA's knowledge, all currently operating CCAs offer service to all classes of customers, meaning that they meet the requirements of Section 366.2(c)(4) for non-residential customers.

b. See response to subsection (a), above.

c. In the case of SJCE, San Jose Municipal Code Section 26.01.020 states that "The purpose of this Title is to enhance the public welfare by establishing the CCA in the City to be called ‘San José Clean Energy,’ to support the City's transition to clean energy and provide its residents and businesses local control over electricity prices, resources, and quality of service."

d. See responses to subsections (a)-(c), above.

PACIFIC GAS AND ELECTRIC COMPANY

ATTACHMENT I

REVISED PG&E-CCA NDA (CLEAN)

NONDISCLOSURE AGREEMENT

This NONDISCLOSURE AGREEMENT ("**NDA**"), by and between Pacific Gas and Electric Company, a California corporation ("**PG&E**"), and [insert CCA name], a community choice aggregator under California Public Utilities Code ("PU Code") Section 331.1, ("**CCA**") (together the "**Parties**" and each individually a "**Party**"), is effective as of the latest signature date below (the "**Effective Date**").

1. **Purpose**. The California Public Utilities Commission ("CPUC") has determined that CCA may obtain specified confidential customer information from PG&E solely to investigate, pursue or implement community choice aggregation pursuant to PU Code Section 366.2, *et seq*. or confidential customer electric and gas consumption data to implement energy efficiency programs pursuant to PU Code section 381.1 (the "**Purpose**"). In connection with the Purpose, PG&E may provide CCA certain Confidential Information, as defined below.

2. **Confidential Information.** "**Confidential Information**" as used herein shall mean any non-public proprietary or confidential PG&E data, information and other materials including provided by or made available by PG&E to CCA where such information is marked or otherwise communicated as being "proprietary" or "confidential" or the like, or where such information should, by its nature, regardless of the existence of any markings, be reasonably considered to be confidential and/or proprietary. Without limiting the foregoing, Confidential Information includes the following billing information about PG&E customers: customer-specific information from the current billing periods as well as prior 12 months consisting of: service agreement number, name on agreement, service address with zip code, mailing address with zip code, telephone number, meter number, monthly kWh usage, monthly maximum demand where available, electrical or gas consumption data as defined in PU Code Section 8380, other data detailing electricity or gas needs and patterns of usage, Baseline Zone, CARE participation, End Use Code (Heat Source) Service Voltage, Medical Baseline, Meter Cycle, Bill Cycle, Budget Billing and other plans, HP Load and Number of Units and monthly rate schedule for all accounts within CCA's territory. In addition, PG&E may provide CCA the following additional information regarding customers currently enrolled in its CCA service: current and historical billing information for non-CCA services provided by PG&E or other electric service providers. In addition, Confidential Information includes, but is not limited to: information about PG&E retail transmission applications, preliminary engineering study reports, and executed Interconnection Agreements. Confidential Information shall also include any copies, drafts, revisions, analyses, summaries, extracts, memoranda, reports and other materials prepared by CCA or its representatives that are derived from or based on Confidential Information disclosed by Utility, regardless of the form of media in which it is prepared, recorded or retained.

   Except for electric and gas usage information provided to CCA pursuant to this Agreement, Confidential Information does not include information that CCA proves (a) was properly in the possession of CCA at the time of disclosure; (b) is or becomes publicly known through no fault of CCA, its employees or representatives; or (c) was independently developed by CCA, its employees or agents without access to any Confidential Information.

3. **Use and Nondisclosure of Confidential Information.** CCA and **CCA Agents** (specifically any of CCA's non-employee third-party consultants, agents, contractors or outside counsel who need to use the Confidential Information in order to perform work on behalf of CCA in connection with the Purpose) agree to keep any Confidential Information made available or provided to them as confidential and proprietary and shall treat such Confidential Information in the same manner as they treat their own similar proprietary and confidential information, but in no case will the degree of care be less than reasonable care. CCA and CCA Agents shall use the Confidential Information only in performing their obligations or to exercise their rights in connection with the Purpose, and for no other purpose. CCA and CCA Agents shall not sell, share or otherwise disclose Confidential Information to any third party (except as authorized under the NDA or applicable law) without PG&E's express written consent. CCA shall disclose Confidential Information only to its employees who have a need to know such information for the purposes of performing its obligations or exercising its rights in connection with the Purpose. Prior to disclosing any Confidential Information to its employees or agents, CCA shall require such employees or agents to whom Confidential Information is to be disclosed to review this NDA and to agree in writing to be bound by the terms of this Agreement by signing the "Non-Disclosure Certificate for CCA Employees or Agents" attached hereto as Exhibit 1. CCA shall also provide PG&E with a list of the names, titles, and addresses for all persons or entities to which Confidential Information is disclosed in connection herewith ("Disclosure List"). This Disclosure List shall be updated by CCA on a regular basis, and will be provided to PG&E once each quarter at a minimum. CCA shall comply with the consumer protections concerning subsequent disclosure and use that are in Attachment B to CPUC Decision No. 12-08-045.

4. **Disclosures Required by Law**. If any Confidential Information is required to be disclosed by law, rule, regulation, court of competent jurisdiction or governmental order, then to the extent permitted by applicable law, CCA shall advise PG&E of the Confidential Information required to be disclosed promptly upon learning thereof in order to afford PG&E (at PG&E's sole cost and expense) a reasonable opportunity to contest, limit or assist CCA in crafting the disclosure, and then such disclosure shall be made only to the extent necessary to satisfy such requirements.

5. **Return or Destruction of Confidential Information.** All Confidential Information disclosed by PG&E to CCA remains the property of PG&E, and CCA shall return or destroy all Confidential Information, including any copies of Confidential Information in its possession or possession of CCA Agents upon the termination of this NDA or otherwise at PG&E's request. Within fifteen (15) days of receiving such request from PG&E, CCA shall comply with the request and provide written certification, signed by an authorized representative of CCA, confirming CCA's compliance and CCA's Agents' compliance with the request to return or destroy all Confidential Information as set forth in this provision.

6. **Term and Termination.** If, at any time, CCA ceases its investigation, pursuit or implementation of community choice aggregation pursuant to PU Code Section 366.2 *et seq*., this NDA shall terminate and CCA shall promptly return or destroy (with written notice to PG&E itemizing the materials destroyed) all Confidential Information then in its possession

pursuant to Section 6. Notwithstanding the foregoing, all nondisclosure obligations of this NDA shall survive any termination of this NDA.

7. **No License**. No license or proprietary rights are granted by disclosure of any Confidential Information under this NDA, except the limited right to use the Confidential Information solely for the Purpose.

8. **Compliance with Applicable Law**. CCA and CCA Agents agree to comply with all applicable laws governing the protection of the Confidential Information.

9. **Assignment.** Neither Party shall assign this NDA nor any Confidential Information received from PG&E pursuant to this NDA without PG&E's prior written consent. This NDA shall be binding upon each Party, their successors, and assigns.

10. **No Warranty**. All Confidential Information is provided "as is" without any warranties, express, implied, or otherwise, regarding the accuracy or completeness of any Confidential Information disclosed by PG&E to CCA or CCA Agents.

11. **Severability and Waiver**. The covenants and agreements set forth in this NDA are each deemed separate and independent, and if any such covenant or agreement is determined by any court of competent jurisdiction or arbitrator/mediator to be invalid or unenforceable for any reason, the Parties shall negotiate an equitable adjustment in the provisions of this NDA with a view toward effectuating the purpose of this NDA. The invalidity or unenforceability of any of the provisions, or application of any of the provisions, of this NDA will not affect the validity or enforceability of any of the remaining provisions of this NDA.

12. **Entire Agreement.** This NDA has been negotiated by both Parties and shall not be strictly construed against either Party. No change, modification, extension, termination, or waiver of this NDA shall be made effective unless in writing and signed by an authorized representative of each Party.

13. **Governing Law**. This NDA shall be construed and interpreted in accordance with the laws of the State of California. Any controversy, dispute, issue, or claim arising out of or in any way relating to this NDA which cannot be amicably settled without court action shall be litigated in a California State Court of competent jurisdiction; or, if appropriate, the CPUC.

14. **Counterparts**. This NDA may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same instrument. The Parties agree that electronic signatures may be used for execution of the NDA. The email, PDF or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures, and electronic copies of the executed NDA shall be deemed to constitute duplicate originals.

15. **Remedies.** Notwithstanding any other term of this NDA, it is expressly agreed that a breach of this NDA will cause irreparable harm to PG&E and that a remedy at law would be inadequate. Therefore, CCA acknowledges that disclosure or misappropriation of any

Confidential Information could cause irreparable harm to PG&E and/or PG&E customers, the amount of which may be difficult to assess. Accordingly, CCA hereby confirms that PG&E shall be entitled to apply to a court of competent jurisdiction or the CPUC for an injunction, specific performance or such other relief (without posting bond) as may be appropriate in the event of improper disclosure or misuse of its Confidential Information by CCA or its employees or CCA Agents. Such right shall, however, be construed to be in addition to any other remedies available to PG&E, in law or equity. In addition to all other remedies, CCA shall indemnify and hold harmless PG&E, its affiliates, subsidiaries, parent company, officers, employees, or agents from and against and claims, actions, suits, liabilities, damages, losses, expenses and costs (including reasonable attorneys' fees, costs and disbursements) attributable to actions or non-actions of CCA and/or its employees and/or its representatives in connection with the use or disclosure of Confidential Information.

16. **Liability**. CCA shall be liable for the actions and omissions of, or any disclosure or use by, its employees or CCA Agents contrary to this Agreement; however, such liability shall not limit or prevent any actions by PG&E directly against such employees or CCA Agents for improper disclosure and/or use. In no event shall CCA or its employees or CCA Agents take any actions related to Confidential Information that are inconsistent with holding Confidential Information in strict confidence. CCA shall immediately notify PG&E in writing if it becomes aware of the possibility of any misuse or misappropriation of the Confidential Information by CCA or any of its employees or CCA Agents. However, nothing in this Agreement shall obligate PG&E to monitor or enforce CCA's compliance with the terms of this Agreement.

PG&E shall not be liable for any claims, demands, causes of actions, damages, or expenses arising from or resulting from any release of Confidential Information or other confidential customer information pursuant to its customer's written authorization, legal process or the Commission's order; the unauthorized use of Covered Information or other confidential customer information by a third party receiving such information from PG&E pursuant to a customer's written authorization, legal process, the Commission's order, or as part of a Commission authorized program conducted by a governmental entity under the supervision of the Commission; or any actions taken by a customer-authorized third party. After PG&E makes a secure and authorized transfer of Confidential Information to a third party pursuant to customer authorization, legal process, the Commission's order, or as part of a Commission authorized program conducted by a governmental entity under the supervision of the Commission, PG&E shall not be responsible for the security of the transmitted Covered Information or data or its use or misuse by a third party

IN WITNESS HEREOF, and intending to be legally bound hereby, the Parties hereto have caused this NDA to be executed by their duly authorized representatives as of the Effective Date.

[CCA]	**PACIFIC GAS AND ELECTRIC COMPANY**
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

EXHIBIT 1

NON-DISCLOSURE CERTIFICATE FOR CCA EMPLOYEES OR AGENTS

I hereby certify my understanding that access to Confidential Information is provided to me pursuant to the terms and restrictions of the Non-Disclosure Agreement ("Agreement") between Pacific Gas and Electric Company ("PG&E") and [Insert Full Name of CCA] ("CCA") executed to permit CCA to receive and use Confidential Information, as that term is defined in the Agreement, for the sole purpose of investigating, pursuing or implementing community choice aggregation pursuant to California Public Utilities Code ("PU Code") Section 366.2, *et seq*. or using confidential customer electric and gas consumption data to implement energy efficiency programs pursuant to PU Code section 381.1 ("Purpose"), and for no other purpose.

I have been given a copy of, and have read the Agreement, and I agree to be bound by it. I understand that any notes, memoranda, correspondence, or any other form of information that copies, contains or discloses Confidential Information must be used only for the Purpose described in the Agreement and shall not be disclosed to anyone other than in accordance with the Agreement, the terms and conditions of which are fully incorporated into this Non-Disclosure Certificate.

By: ______________________________

Printed Name: ____________________

Company:_________________________

Title: ____________________________

Date: ____________________________

PACIFIC GAS AND ELECTRIC COMPANY

ATTACHMENT J

REVISED PG&E-CCA NDA (REDLINE)

This ~~Non-Disclosure Agreement ("Agreement") is entered into~~NONDISCLOSURE AGREEMENT ("**NDA**"), by and between Pacific Gas and Electric Company, a California corporation ("~~Utility~~**PG&E**"), and __

_[insert CCA name] , a community choice aggregator under California Public Utilities Code ("PU Code") Section 331.1, ("**CCA**") (together the "**Parties**" and each individually a "**Party**"),

is effective as of the latest signature date below (the "**Effective Date**").

~~________________________________, a ________________________________ [describe political entity] ______________________________________ ("CCA") as of __________________________________ ("Effective Date"). This Agreement is executed pursuant to~~

1. **Purpose**. The California Public Utilities Commission ("CPUC") ~~Order Instituted Rulemaking ("OIR") 03-10-003, California Public Utilities Code ("PU Code") Section 366.2 et seq., and applicable Utility tariffs (as modified hereafter from time to time). As used herein~~

   ~~Utility and CCA may each be referred to individually as a "Party" and collectively as "Parties."~~

~~The CPUC~~ has determined that CCA may obtain specified confidential customer information from ~~Utility pursuant to Tariff Schedules E-CCAINFO-Information (as modified hereafter from time to time) ("E-CCAINFO") as a community choice aggregator, as defined by PU Code Section 331.1,~~PG&E solely ~~in order~~ to investigate, pursue or implement community choice aggregation pursuant to PU Code Section 366.2, *et seq*. or confidential customer electric and gas consumption data to implement energy efficiency programs pursuant to PU Code section 381.1~~. The provisions of this Agreement and E-CCAINFO govern the disclosure of Utility's confidential customer information to CCA~~ (the "~~Disclosure Provisions") under Schedules E- CCAINFO and E-CCA.~~**Purpose**"). In connection with the Purpose, PG&E may provide CCA certain Confidential Information, as defined below.

~~The Parties hereby mutually agree that:~~

~~1. Subject to the terms and conditions of this Agreement, current proprietary and confidential information of Utility regarding customers of Utility ("Utility Customers") may be disclosed to CCA from time to time in connection herewith as provided by the Disclosure Provisions and solely for the purpose of investigating, pursuing or implementing community choice aggregation pursuant to PU Code Section 366.2, et seq. as a community choice aggregator or to implement energy efficiency programs pursuant to PU Code section 381.1. Such disclosure is subject to the following legal continuing representations and warranties by CCA:~~

~~(a) CCA represents and warrants that, pursuant to PU Code Section 331.1,~~

~~(1) it is either (i) a city, county, or other entity as defined in PU Code Section~~

~~331.1 whose governing board has elected to combine the loads of its residents, businesses, and municipal facilities in a community wide~~

~~electricity buyers program or (ii) a city, county, or other entity as defined in PU Code Section~~
~~331.1 that intends to actively investigate or pursue delivery of electric service to customers located within the geographic territory of the CCA, and~~

~~(2) that to investigate, pursue or implement community choice aggregation under PU Code Section 366.2 et seq., or to implement energy efficiency programs pursuant to PU Code section 381.1;~~

~~† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.~~

~~Automated Document, Preliminary Statement Part A~~

~~(b) CCA represents and warrants that it has all necessary authority to enter into this Agreement, and that it is a binding enforceable Agreement according to its terms;~~

~~(c) CCA represents and warrants that the authorized representative(s) executing this Agreement is authorized to execute this Agreement on behalf of the CCA; and~~

~~(d) CCA confirms its understanding that the information of Utility Customers is of a highly sensitive confidential and proprietary nature, and that such information will be used as contemplated under the Disclosure Provisions solely for the purposes of investigating, pursing or implementing Community Choice Aggregation under PU Code Section 366.2 as a community choice aggregator or to~~

~~implement energy efficiency programs pursuant to PU Code section 381.1, and that any other use of the information may permit Utility to suspend providing further information hereunder.~~

~~(e) CCA represents and warrants that it will implement and maintain reasonable security procedures and practices appropriate to the nature of the information, to protect the personal information from unauthorized access, destruction, use, modification, or disclosure, and prohibits the use of the data for a secondary commercial purpose not related to community choice aggregation or energy efficiency purposes without the customer's prior consent to that use.~~

2. ~~The~~**Confidential Information. "Confidential Information"** as used herein shall mean any non-public proprietary or confidential PG&E data, information and other materials including provided by or made available by PG&E to CCA where such information is marked or otherwise communicated as being "proprietary" or "confidential" or the like, or where such information should, by its nature, regardless of the existence of any markings, be reasonably considered to be confidential and/or proprietary~~information disclosed to CCA in connection herewith may include, without limitation,~~. Without limiting the foregoing, Confidential Information includes the following billing information about ~~Utility Customers: Customer~~PG&E customers: customer-specific information from the current billing periods as well as prior 12 months consisting of: service agreement number, name on agreement, service address with zip code, mailing address with zip code, telephone number, meter number, monthly kWh usage, monthly maximum demand where available, electrical or gas consumption data as defined in PU Code Section 8380, other data detailing electricity or gas needs and patterns of usage, Baseline Zone, CARE participation, End Use Code (Heat

Source) Service Voltage, Medical Baseline, Meter Cycle, Bill Cycle, Budget Billing and other plans, HP Load and Number of Units and monthly rate schedule for all accounts within

~~the~~ CCA'’s territory. In addition, PG&E ~~will~~may provide ~~the~~ CCA the following additional information regarding customers currently enrolled in its CCA service: current and historical billing information for non-CCA services provided by PG&E or other electric service providers ~~(collectively~~. In addition, ~~“~~Confidential Information~~”)~~ includes, but is not limited to: information about PG&E retail transmission applications, preliminary engineering study reports, and executed Interconnection Agreements. Confidential Information shall also include ~~specifically~~ any copies, drafts, revisions, analyses, summaries, extracts, memoranda, reports and other materials prepared by CCA or its representatives that are derived from or based on Confidential Information disclosed by Utility, regardless of the form of media in which it is prepared, recorded or retained.

~~3.~~ Except for electric and gas usage information provided to CCA pursuant to this Agreement, Confidential Information does not include information that CCA proves (a) was properly in the possession of CCA at the time of disclosure; (b) is or becomes publicly known through no fault of CCA, its employees or representatives; or (c) was independently developed by CCA, its employees or ~~representatives~~agents without access to any Confidential Information.

~~4. From the Effective Date, no portion of the Confidential Information may be disclosed, disseminated or appropriated by CCA, or used for any purpose other than to investigate, pursue or implement community choice aggregation under PU Code Section 366.2 et seq. as a community choice aggregator or to implement energy efficiency programs pursuant to PU Code section 381.1 as permitted under this Agreement and the Disclosure Provisions.~~

3. ~~5. CCA shall, at all times and in perpetuity, keep~~**Use and Nondisclosure of Confidential Information.** CCA and **CCA Agents** (specifically any of CCA's non-employee third-party consultants, agents, contractors or outside counsel who need to use the Confidential Information in order to perform work on behalf of CCA in connection with the Purpose) agree to keep any Confidential Information made available or provided to them as confidential and proprietary and shall treat such Confidential Information in the same manner as they treat their own similar proprietary and confidential information, but in no case will the degree of care be less than reasonable care. CCA and CCA Agents shall use the Confidential Information only in ~~the strictest confidence and shall take all reasonable measures to prevent unauthorized or improper disclosure or use of Confidential Information. CCA shall implement and maintain reasonable security procedures and practices appropriate to the nature of the information, to protect the personal information from unauthorized access, destruction, use, modification, or disclosure and prohibits the use of the data for a secondary commercial purpose not related to community choice aggregation or energy efficiency. Specifically,~~performing their obligations or to exercise their rights in connection with the Purpose, and for no other purpose. CCA and CCA Agents shall not sell, share or otherwise disclose Confidential Information to any third party (except as authorized under the NDA or applicable law) without PG&E's express written consent. CCA shall ~~restrict access to~~disclose Confidential Information~~, and~~ only to ~~materials prepared in connection therewith, to those~~its employees~~ or representatives of CCA~~ who have a ~~"~~need to know~~"~~ such ~~Confidential Information in the course of their duties with respect to the CCA program and who agree to be bound by the nondisclosure and confidentiality obligations of this Agreement, provided, however, that, an Energy Service Provider, agent, or any other entity, including entities that provide both direct access (as codified in Assembly Bill No. 1890, Stats. 1996, ch. 854) and community choice aggregation services shall limit their utilization of the~~ information ~~provided to~~for the purposes ~~for which it has been provided and shall not~~

~~utilize such information, directly or indirectly, in providing other services, including but not limited to Direct Access services, in order to effectuate the obligations of this Agreement~~of

performing its obligations or exercising its rights in connection with the Purpose. Prior to disclosing any Confidential Information to its employees or ~~representatives~~agents, CCA shall require such employees or ~~representatives~~agents to whom Confidential Information is to be disclosed to review this ~~Agreement~~NDA and to agree in writing to be bound by the terms of this Agreement by signing the "Non- Disclosure ~~Agreement~~Certificate for CCA Employees or ~~Representatives" form~~Agents" attached ~~as Exhibit A~~ hereto~~. CCA shall provide Utility with copies of the signed~~ as Exhibit ~~A forms at Utility request~~1. CCA shall also provide ~~Utility~~PG&E with a list of the names, titles, and addresses for all persons or entities to which Confidential Information is disclosed in connection herewith ("Disclosure List"). This Disclosure List shall be updated by CCA on a regular basis, and will be provided to ~~Utility~~PG&E once each quarter at a minimum.

~~6. CCA shall be liable for the actions of, or any disclosure or use by, its employees or representatives contrary to this Agreement; however, such liability shall not limit or prevent any actions by Utility directly against such employees or representatives for improper disclosure and/or use. In no event shall CCA or its employees or representatives take any actions related to Confidential Information that are inconsistent with holding Confidential Information in strict confidence. CCA shall immediately notify Utility in writing if it becomes aware of the possibility of any misuse or misappropriation of the Confidential Information by CCA or any of its employees or representatives. However, nothing in this Agreement shall obligate the Utility to monitor or enforce the CCA's compliance with the terms of this Agreement.7.~~ CCA shall comply with the consumer protections concerning subsequent disclosure and use that are in Attachment B to CPUC Decision No. 12-08-045.

4. **Disclosures Required by Law**. If any Confidential Information is required to be disclosed by law, rule, regulation, court of competent jurisdiction or governmental order, then to the extent permitted by applicable law, CCA shall advise PG&E of the Confidential Information required to be disclosed promptly upon learning thereof in order to afford PG&E (at PG&E's sole cost and expense) a reasonable opportunity to contest, limit or assist CCA in crafting the disclosure, and then such disclosure shall be made only to the extent necessary to satisfy such requirements.

5. **Return or Destruction of Confidential Information.** All Confidential Information disclosed by PG&E to CCA remains the property of PG&E, and CCA shall return or destroy all Confidential Information, including any copies of Confidential Information in its possession or possession of CCA Agents upon the termination of this NDA or otherwise at PG&E's request. Within fifteen (15) days of receiving such request from PG&E, CCA shall comply with the request and provide written certification, signed by an authorized representative of CCA, confirming CCA's compliance and CCA's Agents' compliance with the request to return or destroy all Confidential Information as set forth in this provision.

6. **Term and Termination.** If, at any time, CCA ceases its investigation, pursuit or implementation of community choice aggregation pursuant to PU Code Section 366.2 *et seq*., this NDA shall terminate and CCA shall promptly return or destroy (with written notice to PG&E itemizing the materials destroyed) all Confidential Information then in its possession pursuant to Section 6. Notwithstanding the foregoing, all nondisclosure obligations of this NDA shall survive any termination of this NDA.

7. **No License**. No license or proprietary rights are granted by disclosure of any Confidential Information under this NDA, except the limited right to use the Confidential Information solely for the Purpose.

8. **Compliance with Applicable Law**. CCA and CCA Agents agree to comply with all applicable laws governing the protection of the Confidential Information.

9. **Assignment.** Neither Party shall assign this NDA nor any Confidential Information received from PG&E pursuant to this NDA without PG&E's prior written consent. This NDA shall be binding upon each Party, their successors, and assigns.

10. **No Warranty**. All Confidential Information is provided "as is" without any warranties, express, implied, or otherwise, regarding the accuracy or completeness of any Confidential Information disclosed by PG&E to CCA or CCA Agents.

11. **Severability and Waiver**. The covenants and agreements set forth in this NDA are each deemed separate and independent, and if any such covenant or agreement is determined by any court of competent jurisdiction or arbitrator/mediator to be invalid or unenforceable for any reason, the Parties shall negotiate an equitable adjustment in the provisions of this NDA with a view toward effectuating the purpose of this NDA. The invalidity or unenforceability of any of the provisions, or application of any of the provisions, of this NDA will not affect the validity or enforceability of any of the remaining provisions of this NDA.

12. **Entire Agreement.** This NDA has been negotiated by both Parties and shall not be strictly construed against either Party. No change, modification, extension, termination, or waiver of this NDA shall be made effective unless in writing and signed by an authorized representative of each Party.

13. **Governing Law**. This NDA shall be construed and interpreted in accordance with the laws of the State of California. Any controversy, dispute, issue, or claim arising out of or in any way relating to this NDA which cannot be amicably settled without court action shall be litigated in a California State Court of competent jurisdiction; or, if appropriate, the CPUC.

14. **Counterparts**. This NDA may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same instrument. The Parties agree that electronic signatures may be used for execution of the NDA. The email, PDF or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures, and electronic copies of the executed NDA shall be deemed to constitute duplicate originals.

15. ~~8.~~ **Remedies.** Notwithstanding any other term of this NDA, it is expressly agreed that a breach of this NDA will cause irreparable harm to PG&E and that a remedy at law would be inadequate. Therefore, CCA acknowledges that disclosure or misappropriation of any

Confidential Information could cause irreparable harm to ~~Utility~~PG&E and/or ~~Utility Customers~~PG&E customers, the amount of which may be difficult to assess. Accordingly,

CCA hereby confirms that ~~the Utility~~PG&E shall be entitled to apply to a court of competent jurisdiction or the CPUC for an injunction, specific performance or such other relief (without posting bond) as may be appropriate in the event of improper disclosure or misuse of its Confidential Information by CCA or its employees or ~~representatives~~CCA Agents. Such right shall, however, be construed to be in addition to any other remedies available to ~~the Utility~~PG&E, in law or equity.~~9.~~ In addition to all other remedies, CCA shall indemnify and hold harmless ~~Utility~~PG&E, its affiliates, subsidiaries, parent company, officers, employees, or agents from and against and claims, actions, suits, liabilities, damages, losses, expenses and costs (including reasonable attorneys' fees, costs and disbursements) attributable to actions or non-actions of CCA and/or its employees and/or its representatives in connection with the use or disclosure of Confidential Information.

~~10. If, at any time, CCA ceases its investigation, pursuit or implementation of community choice aggregation pursuant to PU Code Section 366.2 et~~

~~seq., CCA shall promptly return or destroy (with written notice to Utility itemizing the materials destroyed) all Confidential Information then in its possession at the request of Utility. Notwithstanding the foregoing, the nondisclosure obligations of this Agreement shall survive any termination of this Agreement.~~

~~11. This Agreement shall be binding on and inure to the benefit of the successors and permitted assigns of the Parties hereto. This Agreement shall not be assigned, however, without the prior written consent of the non-assigning Party, which consent~~

~~may be withheld due to the confidential nature of the information, data and materials covered.~~

~~12. This Agreement sets forth the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior discussions, negotiations, understandings, communications, correspondence and representations, whether oral or written. This Agreement shall not be amended, modified or waived except by an instrument in writing, signed by both Parties, and, specifically, shall not be modified or waived by course of performance, course of dealing or usage of trade. Any waiver of a right under this Agreement shall be in writing, but no such writing shall be deemed a subsequent waiver of that right, or any other right or remedy.~~

~~13. This Agreement shall be interpreted and enforced in accordance with the laws of the State of California, without reference to its principles on conflicts of laws.~~

~~14. This Agreement shall, at all times, be subject to such changes or modifications by the CPUC as it may from time to time direct in the exercise of its jurisdiction.~~

16. **Liability**. CCA shall be liable for the actions and omissions of, or any disclosure or use by, its employees or CCA Agents contrary to this Agreement; however, such liability shall not limit or prevent any actions by PG&E directly against such employees or CCA Agents for improper disclosure and/or use. In no event shall CCA or its employees or CCA Agents take any actions related to Confidential Information that are inconsistent with holding Confidential Information in strict confidence. CCA shall immediately notify PG&E in writing if it becomes aware of the possibility of any misuse or misappropriation of the Confidential Information by CCA or any of its employees or CCA Agents. However, nothing in this Agreement shall obligate PG&E to monitor or enforce CCA's compliance with the terms of this Agreement.

PG&E shall not be liable for any claims, demands, causes of actions, damages, or expenses arising from or resulting from any release of Confidential Information or other confidential customer information pursuant to its customer's written authorization, legal process or the Commission's order; the unauthorized use of Covered Information or other confidential customer information by a third party receiving such information from PG&E pursuant to a customer's written authorization, legal process, the Commission's order, or as part of a Commission authorized program conducted by a governmental entity under the supervision of the Commission; or any actions taken by a customer-authorized third party. After PG&E makes a secure and authorized transfer of Confidential Information to a third party pursuant to customer authorization, legal process, the Commission's order, or as part of a Commission authorized program conducted by a governmental entity under the supervision of the Commission, PG&E shall not be responsible for the security of the transmitted Covered

Information or data or its use or misuse by a third party

IN WITNESS ~~WHEREOF, the~~HEREOF, and intending to be legally bound hereby, the Parties hereto have caused this NDA to be executed by their duly authorized representatives ~~of the Parties have executed this Agreement~~ as of the Effective Date.

~~PACIFIC GAS AND ELECTRIC COMPANY~~

~~(Customer)~~

~~(Signature)~~ ~~(Signature)~~

~~(Type/Print Name)~~ ~~(Type/Print Name)~~

~~(Title)~~ ~~(Title)~~

~~(Date)~~ ~~(Date)~~

[CCA]	PACIFIC GAS AND ELECTRIC COMPANY
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

EXHIBIT ~~A~~1

NON-DISCLOSURE ~~AGREEMENT~~CERTIFICATE FOR CCA EMPLOYEES OR ~~REPRESENTATIVES~~AGENTS

~~I, ______________________________, declare under penalty of perjury that~~

~~(1) I am employed as ____________________(title) at ______________________ ____ (employer and address); and~~

~~(2) I have personally reviewed the attached **COMMUNITY CHOICE AGGREGATOR NON- DISCLOSURE AGREEMENT** relating to disclosure and use of Confidential Information (as defined therein)~~

I hereby certify my understanding that access to Confidential Information is provided to me pursuant to the terms and restrictions of the Non-Disclosure Agreement ("Agreement") between Pacific Gas and Electric Company ("PG&E") and [Insert Full Name of CCA] ("CCA") executed to permit CCA to receive and use Confidential Information, as that term is defined in the Agreement, for the sole purpose of investigating, pursuing or implementing community choice aggregation pursuant to California Public Utilities Code ("PU Code") Section 366.2, *et seq*. or using confidential customer electric and gas consumption data to implement energy efficiency programs pursuant to PU Code section 381.1 ("Purpose"), and for no other purpose.

I have been given a copy of, and have read the Agreement, and I agree to be bound by ~~its provisions~~it. I understand that any notes, memoranda, correspondence, or any other form of information that copies, contains or discloses Confidential Information must be used only for the Purpose described in the Agreement and shall not be disclosed to anyone other than in accordance with the Agreement, the terms and conditions of which are fully incorporated into this Non-Disclosure Certificate.

~~Signed: ______ Print~~

By: ______________________________

Printed Name: ~~Dated:~~ ____________________

Company: ________________________

Title: ___________________________

Date: ___________________________

PACIFIC GAS AND ELECTRIC COMPANY

APPENDIX A

STATEMENTS OF QUALIFICATIONS

PACIFIC GAS AND ELECTRIC COMPANY
STATEMENT OF QUALIFICATIONS OF DAVID GUTIERREZ

Q 1 Please state your name and business address.

A 1 My name is David Gutierrez, and my business address is Pacific Gas and Electric Company, 300 Lakeside Drive, Oakland, California.

Q 2 Briefly describe your responsibilities at Pacific Gas and Electric Company (PG&E).

A 2 My current role is Senior Manager of the Community Vitality group within Customer Care. I manage a team of Economic Development Specialists who support the attraction, expansion, and retention of large commercial projects into PG&E’s service area. This includes supporting Economic Development Rate applications, as well as working with state and local Economic Development Organizations to support attraction of business and local jobs into our communities. In addition to managing the economic development team, I also manage a group of Relationship Managers that work with Core Transport Agents, Electric Service Providers and Community Choice Aggregation programs in PG&E’s territory.

Q 3 Please summarize your educational and professional background.

A 3 I have 19 years of utility experience working in customer service roles. I have been in my current role for approximately eleven years. I hold a Bachelor’s Degree in Political Science from Cal Poly State University, San Luis Obispo.

Q 4 What is the purpose of your testimony?

A 4 I am sponsoring the following sections of rebuttal testimony in PG&E’s Application for Approval of Electric Rule No. 30 for Transmission-Level Retail Electric Service:

- Issue 4b. What information sharing requirements should PG&E adopt to ensure that the CCAs affected by Rule 30 related load growth can meet projected demand in their service areas?

Q 5 Does this conclude your statement of qualifications?

A 5 Yes, it does.