



**Pacific Gas and  
Electric Company®**

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June 27, 2005

**Advice 2679-E**

(Pacific Gas and Electric Company ID U 39 E)

**Subject: Agricultural Internal Combustion Engine Conversion Incentive Rate (New Schedule AG-ICE, Preliminary Statement, Part EA, and Forms 79-1020, 79-1021, 79-1022, 79-1023)**

Public Utilities Commission of the State of California

Pacific Gas and Electric Company (PG&E) hereby submits for filing revisions to its electric tariffs. The affected tariff sheets are listed on the enclosed Attachment I.

**Purpose**

The purpose of this filing is to implement tariff revisions and rate changes authorized by the Commission in D. 05-06-016 issued June 16, 2005, in PG&E's Application (A.) 04-11-007 for Rate and Line Extension Incentives for Conversion of Stationary Agricultural Internal Combustion Equipment to Electrical Service.

**Procedural Background**

In A.04-11-007 and A. 04-11-008, filed November 9, 2004, PG&E and Southern California Edison Company sought authority to offer reduced rates and additional line extension allowances to agricultural customers who replace internal combustion engines (ICE) used for agricultural pumping with electric motors. In D.05-06-016, the Commission approved a settlement signed by all active parties in these proceedings. The engine conversion program is expected to result in significant air quality improvements in the Sacramento and San Joaquin Valleys.

**Schedule AG-ICE Rate and Line Extensions Incentives**

Under the settlement, agricultural customers in PG&E's service area who replace their internal combustion engine(s) with electric motors under Schedule AG-ICE receive an incentive rate, which will remain in effect for ten years, subject to escalation of the total average rate at 1.5% per year. In addition to the standard extension allowances authorized in current tariffs, customers will also receive one of three additional line extension allowances (referred to as "adders"), depending on the size of their new electric engine as noted below:

<b>kW Rating of Replacement Electric Motor</b>	<b>Maximum Adder</b>
Up to 124 kW	\$ 7,500
125 kW to 224 kW	\$15,000
225 kW and above	\$32,395

Customers will not be eligible for any line extension refunds or subject to deficiency charges. Converting customers must destroy their old internal combustion engines and assign the applicable air emission reductions to PG&E. With the exception of carbon dioxide (CO<sub>2</sub>) reductions, PG&E will donate the emission reductions to the California Air Resources Board or to the customer's local air pollution district.

Effective August 1, 2005, enrollment in the engine conversion program will commence and remain open for two years, or until the capital expenditures associated with the line extensions (both standard allowances and adders) reach \$27.5 million.

### **Tariff Revisions**

#### **Preliminary Statement Part EA—Internal Combustion Conversion Incentives Balancing Account (ICCIBA)**

This balancing account will record and recover the costs associated with connecting electric services under the engine conversion program. The total authorized capital investment for standard allowances and line extension adders shall be limited to \$27.5 million. The ICCIBA shall apply to all electric customers, except for those specifically excluded by the Commission. Disposition of amounts in this account shall be transferred to the Distribution Revenue Adjustment Mechanism on a monthly basis.

#### **Rate Schedule AG-ICE—Agricultural Internal Combustion Engine Conversion Incentive Rate**

The unbundled Schedule AG-ICE rates reflect the Schedule AG-5B component non-generation and non-distribution charges in effect on June 1, 2005. In addition, PG&E has finalized the enrollment period dates specified in D. 05-06-016. PG&E also has made minor wording changes in the "Service Voltage" section of Special Condition 10 to correct typographical errors or change "voltage discount" references to the "demand charge reduction" framework applicable to Schedule AG-ICE.

Should any unbundled rate component values change prior to or on August 1, 2005, PG&E will update the Schedule AG-ICE rate components in a supplemental filing.

**Forms**

Forms 79-1020 and 79-1021 are unchanged from the settlement agreement. Minor revisions for customer convenience and to more accurately represent accounting are made to Form 79-1022 and Form 79-1023 as described below.

**Form 79-1022--Internal Combustion Engine Conversion Incentive Distribution and Service Extension Agreement (Billing Letter)**

- 1) Reword Applicant Design Credit to read, 'Value of Design Work Provided by Applicant.
- 2) Move the Applicant Installation Credit line to just below 'Extension and Service Facility Installation Cost by PG&E'.
- 3) Add line below the 'Total Non Refundable Cost' line to account accurately for reimbursements required for applicant work.

**Form 79-1023-- Application for Service—Internal Combustion Engine Conversion Incentive Agricultural Service**

- 1) Non-essential customer information is removed to avoid confusion.
- 2) A space for return mailing address is added above the bullet points on the first page to facilitate centralizing the review of applications.
- 3) In the Payment Selection section at the bottom of page 5, lines are added to request applicant's SSN or tax ID number to facilitate creditworthiness for quarterly payments.

**Protests**

Anyone wishing to protest this filing may do so by letter sent via U.S. mail, by facsimile or electronically, any of which must be received no later than 20 days after the date of this filing, which is **July 18, 2005**. Protests should be mailed to:

CPUC Energy Division  
Attention: Tariff Unit, 4<sup>th</sup> Floor  
505 Van Ness Avenue  
San Francisco, California 94102  
Facsimile: (415) 703-2200  
E-mail: [jjr@cpuc.ca.gov](mailto:jjr@cpuc.ca.gov) and [jnj@cpuc.ca.gov](mailto:jnj@cpuc.ca.gov)

Copies of protests also should be mailed to the attention of the Director, Energy Division, Room 4004, at the address shown above.

The protest also should be sent via U.S. mail (and by facsimile and electronically, if possible) to PG&E at the address shown below on the same date it is mailed or delivered to the Commission:

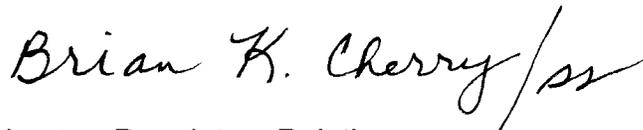
Pacific Gas and Electric Company  
Attention: Brian Cherry  
Director, Regulatory Relations  
77 Beale Street, Mail Code B10C  
P.O. Box 770000  
San Francisco, California 94177  
Facsimile: (415) 973-7226  
E-mail: PGETariffs@pge.com

### **Effective Date**

In accordance with D. 05-06-016, PG&E requests that this filing be made effective **August 1, 2005**.

### **Notice**

In accordance with General Order 96-A, Section III, Paragraph G, a copy of this advice letter is being sent electronically and via U.S. mail to parties shown on the attached list and the parties on the service list for A. 04-11-007. Address changes should be directed to Rose de la Torre at (415) 973-4716. Advice letter filings can also be accessed electronically at: <http://www.pge.com/tariffs>

Handwritten signature of Brian K. Cherry in cursive script, followed by a slash and the letters 'ss'.

Director, Regulatory Relations

### **Attachments**

cc: Service List – A. 04-11-007

# CALIFORNIA PUBLIC UTILITIES COMMISSION

## ADVICE LETTER FILING SUMMARY ENERGY UTILITY

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

Company name/CPUC Utility No. **Pacific Gas and Electric Company (ID U39)**

Utility type:

ELC       GAS  
 PLC       HEAT     WATER

Contact Person: Susan Shaw

Phone #: (415) 973-7375

E-mail: sxs9@pge.com

### EXPLANATION OF UTILITY TYPE

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

(Date Filed/ Received Stamp by CPUC)

Advice Letter (AL) #: **2679-E**

Subject of AL: Agricultural Internal Combustion Engine Conversion Incentive Rate (New Schedule AG-ICE, Prelim Part EA, Forms 79-1020, 79-1021, 79-1022, and 79-1023)

Keywords (choose from CPUC listing): **AGRICULTURAL, BALANCING ACCOUNT, FORMS**

AL filing type:  Monthly  Quarterly  Annual  One-Time  Other \_\_\_\_\_

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

**Decision 05-06-016**

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: Not applicable

Summarize differences between the AL and the prior withdrawn or rejected AL<sup>1</sup>: \_\_\_\_\_

Resolution Required?  Yes  No

Requested effective date: **8/1/2005**

No. of tariff sheets: **16**

Estimated system annual revenue effect (%): Unknown

Estimated system average rate effect (%): Unknown

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected: New Preliminary Statement EA, Schedule AG-ICE, Forms 79-1020, 79-1021, 79-1022, 79-1023

Service affected and changes proposed<sup>1</sup>: Agricultural Pumping

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

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

**CPUC, Energy Division  
Attention: Tariff Unit  
505 Van Ness Ave.,  
San Francisco, CA 94102  
jjr@cpuc.ca.gov and jnj@cpuc.ca.gov**

**Pacific Gas and Electric Company  
Attn: Brian K. Cherry  
Director, Regulatory Relations  
77 Beale Street, Mail Code B10C  
P.O. Box 770000  
San Francisco, CA 94177  
E-mail: PGETariffs@pge.com**

<sup>1</sup> Discuss in AL if more space is needed.

**ATTACHMENT 1  
Advice 2679-E**

<b>Cal P.U.C. Sheet No.</b>	<b>Title of Sheet</b>	<b>Cancelling Cal P.U.C. Sheet No.</b>
23642-E	Preliminary Statement Part EA--Internal Combustion Conversion Incentives Balancing Account	New
23643-E	Schedule AG-ICE--Agricultural Internal Combustion Engine Conversion Incentive Rate	New
23644-E	Schedule AG-ICE (Cont.)	New
23645-E	Schedule AG-ICE (Cont.)	New
23646-E	Schedule AG-ICE (Cont.)	New
23647-E	Schedule AG-ICE (Cont.)	New
23648-E	Schedule AG-ICE (Cont.)	New
23649-E	Schedule AG-ICE (Cont.)	New
23650-E	Sample Form 79-1020—Internal Combustion Engine Conversion Incentive Distribution and Service Extension Agreement	New
23651-E	Sample Form 79-1021—General Terms and Conditions for Internal Combustion Engine Conversion Incentive Electric Extension and Service Construction by Applicant	New
23652-E	Sample Form 79-1022—Internal Combustion Engine Conversion Incentive Distribution Service and Extension Billing Letter	New
23653-E	Sample Form 79-1023—Application for Service – Internal Combustion Engine Conversion Incentive Agricultural Service=	New
23654-E	Table of Contents--Sample Forms	23605-E
23655-E	Table of Contents--Preliminary Statements	23598-E
23656-E	Table of Contents--Rate Schedules (Cont'd.)	23594-E
23657-E	Table of Contents--Rate Schedules	23632-E



PRELIMINARY STATEMENT

(Continued)

EA. INTERNAL COMBUSTION CONVERSION INCENTIVES BALANCING ACCOUNT (ICCIBA)

(N)

1. PURPOSE: The purpose of the ICCIBA is to record and recover the costs associated with connecting electric services under the engine conversion program (i.e., converting internal combustion-powered irrigation pumps used by agricultural customers to electric pumps). The total authorized capital investment for standard allowances and line extension adders shall be limited to \$27.5 million during the two-year enrollment period for the engine conversion program, commencing on August 1, 2005, or shall end on August 1, 2007, whichever occurs first. The authorization for recovery is pursuant to D.05-06-016.
2. APPLICABILITY: The ICCIBA shall apply to all electric customers, except for those specifically excluded by the Commission.
3. REVISION DATE: Disposition of amounts in this account shall be transferred to the Distribution Revenue Adjustment Mechanism on a monthly basis.
4. DISTRIBUTION RATES: There is no rate component for the ICCIBA.
5. ACCOUNTING PROCEDURES: PG&E shall maintain the ICCIBA by making entries to this account at the end of each month as follows:

a. A debit entry for the revenue requirement based on the estimated costs for the capital additions in the program above equal to:

- (1) depreciation expense on the average of the beginning and the end-of-month balance of the capital additions at one-twelfth the annual depreciation rates approved by the CPUC for these plant accounts; plus
- (2) the return on investment on the average of the beginning and the end-of-month balance of the net investment (capital additions less accumulated depreciation less deferred taxes) at one-twelfth of the annual rate of return on investment last adopted for PG&E's Electric Department by the Commission.

b. A debit entry equal to federal and state taxes based on income associated with items 5.a.(1) and (2) above, calculated at marginal tax rates currently in effect. This will include all applicable statutory adjustments.

For federal and state taxes, this will conform to normalization requirements as applicable. Interest cost will be at the percentage of net investment last adopted by the Commission with respect to PG&E.

c. A debit entry equal to the monthly property taxes on the plant installed.

d. A credit entry equal to the sum of items 5.a through 5.c above to transfer the balance to the Distribution Revenue Adjustment Mechanism.

(N)



SCHEDULE AG-ICE—AGRICULTURAL INTERNAL COMBUSTION ENGINE CONVERSION INCENTIVE RATE

**APPLICABILITY:** This rate schedule is available to agricultural customers who currently have a stationary or portable internal combustion engine used for agricultural irrigation pumping purposes, which is fired by diesel, gasoline, propane, or butane fuels, and not by natural gas. Only one electric account may be established for each qualifying pump. Direct access accounts are not eligible for service under this rate schedule. The customer must apply to convert from an internal combustion engine to electric service during the period from August 1, 2005, to July 31, 2007. However, enrollment shall be closed earlier if total capital investment (including both standard allowances and line extension adders) reaches \$27.5 million. (N)

A customer may be served under this rate schedule only if it qualifies for an existing PG&E agricultural tariff. This schedule is not available to service for which a residential or commercial/industrial tariff is applicable.

This schedule will terminate on December 31, 2015.

**TERRITORY:** This rate schedule applies everywhere PG&E provides electric service.

**ELIGIBILITY:** To be eligible for service under this rate schedule, a customer must meet all of the following conditions: (1) qualify as an agricultural customer; (2) receive bundled electric service from PG&E; (3) demonstrate to PG&E's satisfaction that the customer is currently using an internal combustion engine-driven agricultural irrigation pump that is rated equal to or greater than 50 horsepower and was installed and operational prior to September 1, 2004; (4) receive electric energy from only a utility supply source only, (its premises are not regularly supplied in part or whole by a non-utility source of supply); (5) destroy its existing operational engine on electrification or remove the engine from service as prescribed by the Air Resources Board or applicable air district; (6) agree to sign a statement acknowledging that they are required to have an electric motor/pump efficiency test; (7) agree to give PG&E the relevant air pollutant reductions resulting from the conversion; (8) qualify for electrical connection under PG&E's Internal Combustion Engine Conversion Incentive Distribution and Service Extension Agreement ("Agreement"), Form 79-1020; and (9) submit an Application for Service, Form 79-1023 ("Application") (which identifies the engine serial number of the pump(s)).

**METERING:** The customer must have an appropriate time-of-use meter.

**INFORMATION REQUIREMENTS:** A customer may be required to provide business operation information and engine driven pumping facility plans that are relevant to establishing the incentive rate and line extension adder allowance eligibility. (N)

(Continued)



**SCHEDULE AG-ICE—AGRICULTURAL INTERNAL COMBUSTION ENGINE CONVERSION INCENTIVE RATE**  
(Continued)

RATES: Total bundled service charges are calculated using the total rates shown below.

(N)

**TOTAL RATES**

<u>Total Customer/Meter Charge Rates</u>	
Customer Charge (\$ per meter per day)	\$1.31417
TOU Meter Charge (\$ per meter per day)	\$0.19713
<u>Total Demand Rates (\$ per kW)</u>	
Secondary	
Maximum Peak Demand Summer	\$0.41
Maximum Demand Summer	\$1.43
Maximum Demand Winter	\$0.00
Primary	
Maximum Peak Demand Summer	\$0.41
Maximum Demand Summer	\$1.40
Maximum Demand Winter	\$0.00
Transmission	
Maximum Peak Demand Summer	\$0.41
Maximum Demand Summer	\$0.45
Maximum Demand Winter	\$0.00
<u>Total Energy Rates (\$ per kWh)</u>	
Peak Summer	\$0.12092
Part-Peak Summer	\$0.09432
Off-Peak Summer	\$0.04837
Part-Peak Winter	\$0.09674
Off-Peak Winter	\$0.04837

(N)

(Continued)



**SCHEDULE AG-ICE—AGRICULTURAL INTERNAL COMBUSTION ENGINE CONVERSION INCENTIVE RATE**  
(Continued)

RATES: Total bundled service charges shown on customers' bills are unbundled according to (N)  
(Cont'd.) the component rates shown below.

**UNBUNDLING OF TOTAL RATES**

Customer/Meter Charge Rates: Customer/Meter charge rates provided in the Total Rate section above are assigned entirely to the unbundled distribution component.

Demand Rates by Component (\$ per kW)

**Generation:**

Secondary

Maximum Peak Demand Summer	\$0.00
Maximum Demand Summer	\$0.00
Maximum Demand Winter	\$0.00

Primary

Maximum Peak Demand Summer	\$0.00
Maximum Demand Summer	\$0.00
Maximum Demand Winter	\$0.00

Transmission

Maximum Peak Demand Summer	\$0.00
Maximum Demand Summer	\$0.00
Maximum Demand Winter	\$0.00

**Distribution:**

Secondary

Maximum Peak Demand Summer	\$0.41
Maximum Demand Summer	\$1.43
Maximum Demand Winter	\$0.00

Primary

Maximum Peak Demand Summer	\$0.41
Maximum Demand Summer	\$1.40
Maximum Demand Winter	\$0.00

Transmission

Maximum Peak Demand Summer	\$0.41
Maximum Demand Summer	\$0.45
Maximum Demand Winter	\$0.00

(N)

(Continued)



**SCHEDULE AG-ICE—AGRICULTURAL INTERNAL COMBUSTION ENGINE CONVERSION INCENTIVE RATE**  
(Continued)

RATES:  
(Cont'd.)

**UNBUNDLING OF TOTAL RATES**  
(Cont'd.)

(N)

Energy Rates by Component (\$ per kWh)

**Generation:**

Peak Summer	\$0.09046
Part-Peak Summer	\$0.06386
Off-Peak Summer	\$0.01791
Part-Peak Winter	\$0.06628
Off-Peak Winter	\$0.01791

Transmission\* \$0.00519

Transmission Rate Adjustments\* \$0.00016

Reliability Services\* \$0.00454

Public Purpose Programs \$0.00444

Nuclear Decommissioning \$0.00035

Competition Transition Charges \$0.00585

Energy Cost Recovery Amount \$0.00534

DWR Bond Charge \$0.00459

(N)

(Continued)



**SCHEDULE AG-ICE—AGRICULTURAL INTERNAL COMBUSTION ENGINE CONVERSION INCENTIVE RATE**  
(Continued)

TIME PERIODS:	<b>SUMMER:</b> Service from May 1 through October 31.	(N)
	Peak: 12:00 noon to 6:00 p.m. Monday through Friday*	
	Partial-Peak: 8:30 a.m. to 12:00 p.m. Monday through Friday*	
	6:00 p.m. to 9:30 p.m. Monday through Friday*	
	Off-Peak: 9:30 p.m. to 8:30 a.m. Monday through Friday	
	All day Saturday, Sunday, holidays	
	<b>WINTER:</b> Service from November 1 through April 30.	
	Partial-Peak: 8:30 a.m. to 9:30 p.m. Monday through Friday*	
	Off-Peak: All other hours Monday through Friday	
	All day Saturday, Sunday, holidays	

"Holidays" for the purpose of this rate schedule are New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day. The dates will be those on which the holidays are legally observed.

\*Except holidays.

8. ENERGY CHARGE CALCULATION

When summer and winter proration is required, charges will be based on the average daily use for the full billing periods times the number of days in each period.

9. RATE ADJUSTMENTS AND ESCALATIONS:

Total bundled rates will increase 1.5% per year. The rate increase will be effective on January 1 of each year. Although unbundled component rates may change throughout the year, total rates will change only on January 1 of each year.

(N)

(Continued)



SCHEDULE AG-ICE—AGRICULTURAL INTERNAL COMBUSTION ENGINE CONVERSION INCENTIVE RATE  
(Continued)

DEFINITIONS:

MAXIMUM DEMAND:

(N)

The number of kW the customer is using will be recorded over 15-minute intervals; the highest 15-minute average in any month will be the maximum demand for that month. Where the customer's use of electricity is intermittent or subject to abnormal fluctuation, a 5-minute interval may be used.

In billing periods with use in both the summer season and winter season (April/May, October/November), the total demand charge shall be calculated on a pro rata basis depending upon the demand charge and the number of days in each season. The maximum demand used in determining the demand charge for each season of the billing period will be: (1) the maximum demand created in each season's portion of the billing month as measured by a meter with such capability; or (2) the maximum demand for the billing month where the installed meter is incapable of measuring time-varying demands.

MAXIMUM PEAK-PERIOD DEMAND:

The customer's maximum-peak-period demand will be the highest of all the 15-minute averages for the peak period during the billing month.

SERVICE VOLTAGE:

The following defines the three voltage classes of Schedule AG-ICE rates. Standard Service Voltages are listed in Rule 2, Section B.1.

- a. Secondary: This is the voltage class if the service voltage is less than 2,400 volts or if the definitions of "primary" and "transmission" do not apply to the service.
- b. Primary: This is the voltage class if the customer is served from a "single customer substation" or without transformation from PG&E's serving distribution system at one of the standard primary voltages specified in PG&E's Electric Rule 2, Section B.1.
- c. Transmission: This is the voltage class if the customer is served without transformation from PG&E's serving transmission system at one of the standard transmission voltages specified in PG&E's Rule 2, Section B.1.

PG&E retains the right to change its line voltage at any time. Customers receiving reduced demand charges by voltage will get reasonable notice of any impending change. They will then have the option of taking service at the new voltage (and making whatever changes in their systems are necessary) or taking service without a voltage-based demand charge reduction through transformers supplied by PG&E.

(N)

(Continued)



**SCHEDULE AG-ICE—AGRICULTURAL INTERNAL COMBUSTION ENGINE CONVERSION INCENTIVE RATE**  
(Continued)

DEFINITIONS (Cont'd.)	<p><b>STATIONARY ENGINE</b></p> <p>An internal combustion engine that is designed to stay in one location, or remain in one location, i.e., an engine affixed to a foundation.</p> <p><b>PORTABLE ENGINE</b></p> <p>A portable engine is a subcategory of stationary engines, and is an engine that is designed and capable of being carried or moved from one location to another. This engine does not have the capability to move on its own power. Some indicators of portability include skids, carrying handles, or they can be towed. Note, mobile engines that have the capability of moving on their own power, such as a truck engine, do not meet this definition and are not eligible for this rate schedule.</p>	(N)
DISQUALIFICATION:	A customer will be disqualified from this tariff if the customer is found to use an internal combustion engine-driven pump for the same load that originally qualified for this rate schedule.	
PERIOD/ LIMITATIONS:	The enrollment period for this rate schedule will expire on July 31, 2007. However, enrollment shall be closed earlier if total capital investment (including both standard allowances and line extension adders) reaches \$27.5 million. No new customers will be allowed to sign-up for this rate or line extension adder beyond this date. Customers must submit an Application on or prior to July 31, 2007 or the date enrollment closes due to the capital investment limit.	
COMMENCEMENT DATE:	Service under this rate schedule will commence with the customer's first regular scheduled meter read date after the Agreement is fully executed and all the required equipment/facilities for electric service are installed.	
TERM AND EXPIRATION:	This rate schedule shall expire on December 31, 2015. A customer can terminate service under this tariff at anytime after its commencement date, and can switch to service under another tariff, provided the customer meets the eligibility requirements. Once a customer terminates service under this tariff, they will not be eligible again for this tariff in the future.	
RATES AND RULES:	All applicable rates, rules and tariffs shall remain in force. In the event of a conflict, the terms and conditions provided within this tariff and the Agreement shall supersede those set forth in the standard CPUC-approved tariffs.	
DWR BOND CHARGE:	The Department of Water Resources (DWR) Bond Charge was imposed by California Public Utilities Commission Decision 02-10-063, as modified by Decision 02-12-082, and is property of DWR for all purposes under California law. The Bond Charge applies to all retail sales, excluding CARE and Medical Baseline sales. The DWR Bond Charge (where applicable) is included in customers' total billed amounts.	(N)



Pacific Gas and Electric Company  
San Francisco, California

Original  
Cancelling

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

23650-E\*

PACIFIC GAS AND ELECTRIC COMPANY  
INTERNAL COMBUSTION ENGINE  
CONVERSION INCENTIVE DISTRIBUTION  
AND SERVICE EXTENSION AGREEMENT  
FORM NO. 79-1020  
(ATTACHED)

(N)

(N)

Advice Letter No. 2679-E  
Decision No. 05-06-016

Issued by  
**Karen A. Tomcala**  
Vice President  
Regulatory Relations

Date Filed June 27, 2005  
Effective August 1, 2005  
Resolution No. \_\_\_\_\_

100864



Pacific Gas and Electric Company  
INTERNAL COMBUSTION ENGINE CONVERSION  
INCENTIVE DISTRIBUTION AND SERVICE  
EXTENSION AGREEMENT\*

Reference Section for Company use only

E-PM #	G-PM #
E-Ord #	G-Ord #
Bill Doc #	MLX #
Notification#	

## PROVISIONS

1. As indicated in the AG-ICE Billing Letter, Applicant has elected to have competitive bidding and has awarded a qualified Contractor or PG&E the responsibility of designing and or installing electric service, as applicable, to the locations described in Exhibit B. These services shall be installed in accordance with the provisions of PG&E's Rules 2, 15 and 16, General Terms and Conditions, project specific terms and conditions, design, specifications, and the special provisions and requirements of this Agreement.

2. **Construction Responsibilities of Applicant.**

Applicant shall perform or arrange for the performance of the following work required for this project:

***Electric Extensions:***

- Route clearing, tree trimming, trenching, excavating, backfilling, and compacting;
- Furnishing of imported backfill material as required and disposal of trench spoil as required;
- Performing necessary surface repair and boring as required;
- Furnishing, installing, and transferring ownership to PG&E of any substructures, conduits, and protective structures required other than the conduit portion of cable-in-conduit (Rule 15 only);
- Obtaining any necessary construction permits for all work performed by Applicant under this Agreement.

***Electric Underground Extensions:***

- Installing primary and secondary distribution conductors, poles, pole risers, switches, transformers, and other distribution facilities required to complete the extension.

***Electric Overhead Extensions:***

- Installing all facilities required for the pole line extension, including poles, conductors, transformers, switches, and other devices as might be required.

Applicant agrees to secure and pay for all required permits and licenses which may be required to fulfill the construction responsibilities from the governmental authority having jurisdiction.

Applicant shall provide to PG&E, prior to PG&E preparing the line extension contract and within the AG-ICE Billing Letter, the Applicant's Contract Anticipated Costs to perform the work normally provided by PG&E. The Applicant shall submit, on a form provided by PG&E, a verified statement of such costs. If the Applicant elects not to provide such costs to PG&E, the Applicant shall acknowledge its election on the form and PG&E will use its estimate.

If Applicant elects to have PG&E perform this work, Applicant shall pay to PG&E, as specified herein and before the start of construction, PG&E's estimated-installed costs thereof.

Applicant shall also pay to PG&E the costs for substructures and conduits which PG&E had previously installed at its own expense in anticipation of the current extension. Any necessary riser conduit, conduit covering, and miscellaneous riser material required for the line extension shall be paid for by Applicant and shall be installed by PG&E on PG&E owned and maintained facilities.

Form 79-1020  
Advice 2679-E  
August 2005

Upon completion of construction by Applicant and inspection and acceptance by PG&E, title and ownership for the electric facilities installed under this Agreement shall vest in PG&E in accordance with the Acceptance and Conveyance section of this Agreement and as specified in the respective rule.

**3. Construction Responsibilities of PG&E.**

Except as otherwise provided in the rules, PG&E shall be responsible for:

- Providing inspection service to verify Applicant's performance under this Agreement, as determined by PG&E; and
- Connecting the applicant-installed facilities to PG&E's energized system (system tie-in work) as applicable.

PG&E will perform its construction responsibilities for the installation of only those facilities that, in PG&E's judgment, will be used within a reasonable time to serve permanent loads.

**4. 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 2. Exceptions to voltage limits are specified in PG&E's Electric Rule 2. Applicant is responsible for planning, designing, operating and protecting equipment beyond PG&E's delivery point.

**5. Rule 16 Service Extensions.** Service Extensions will be installed in accordance with PG&E's Electric Rule 16, and special provisions contained herein.

**6. Street Lighting Facilities.** If any street lighting facilities are to be installed, the installation shall be made in accordance with PG&E's applicable street and highway lighting schedule(s).

**7. Overhead to Underground Conversions.** In the event there is replacement of existing overhead electric facilities with underground facilities in conjunction with this project, the conversion shall be made in accordance with the applicable provisions of PG&E's Electric Rule 20.

In the event that there is an Electric Rule 20.B or 20.C conversion in conjunction with this project, Applicant shall, at its expense, provide any necessary changes to the existing facilities so as to receive underground electric service at the points specified by PG&E. Underground electric service will not be energized until all affected premises are equipped to receive service in accordance with specifications and inspection has been received from the governing jurisdiction.

Applicant shall not work on facilities owned by PG&E.

**8. Allowances and Payments.**

Applicant shall pay to PG&E, PG&E's total cost identified in the AG-ICE Billing Letter, less any allowances shown therein, for any PG&E costs associated with the extension for the estimated costs of design, administration and the installation of any additional facilities necessary to complete the extension, including, but not limited to:

- engineering and administrative costs,
- system tie-in work,
- any applicable taxes.

Applicant shall have the following payment options, a) a one time payment in advance of any construction, or b) at the option of the Applicant, for amounts over \$1000, 4 consecutive quarterly payments. Payment option (b) is available only to applicants who meet PG&E's creditworthiness requirements. Except as provided in Provision 20 of this agreement, all payments are non-refundable.

**INSPECTION FEES:** A payment for PG&E's estimated cost for the inspections by PG&E of work performed by Applicant or Applicant's contractor, shown in Exhibit A, which shall be a fixed amount, not subject to reconciliation. Such inspection costs may be subject to otherwise available allowances, including the Adder, up to the difference between the Applicant's Contract Anticipated Costs and PG&E's estimate for performing the same work. Inspections costs are otherwise non-refundable

**NON-REFUNDABLE:** A non-refundable payment, shown in the AG-ICE Billing Letter, for costs which may include, but are not limited to:

- re-engineering fees,
- preparation fees for trench composite drawings,
- survey and land rights acquisition costs,
- any applicable taxes.

**ALLOWANCES:** Allowances for permanent service are provided in accordance with Electric Rule 15 and such deviations thereto as approved by the CPUC in Advice 2679-E, and are included in the AG-ICE Billing Letter, as applicable. In addition to the normal allowances calculated under the rule 15, applicant may be eligible for a 'Line Extension Adder' (Adder) applied as follows:

Kw Rating of Replacement Electric Motor	Maximum Allowable Adder
Up to 124 Kw	\$7,500
125 Kw to 224 Kw	\$15,000
225 Kw and above	\$32,395

Adder will be indicated on the AG-ICE Billing letter.

*Allowances only apply to the costs of those facilities normally the responsibility of PG&E to install and not those facilities normally the responsibility of the Applicant under electric Rules 15 and 16. The Adder is only available on a per engine basis, with the submission of Agricultural Application form 79-1023.*

**LINE EXTENSION ADDER:** The adder is derived from the value associated with reduced pollution by elimination of diesel engines.

**ITCC:** All contributions and advances by Applicant are taxable and shall include an Income Tax Component of Contributions (ITCC) at the rate provided in PG&E's Preliminary Statement. ITCC will be non-refundable in accordance with the corresponding contribution.

**GROUP OF APPLICANTS.** The total contribution or advance from a group of applicants will be apportioned among the members of the group in such manner as they mutually agree.

**9. Payment Adjustments.**

**Contract Compliance.** If after one (1) year, Applicant fails to take service, Applicant shall pay to PG&E an additional contribution.

**Failure to Connect:** If the Applicant(s) fails to take service, PG&E may elect to do the following: (1) Applicant shall pay PG&E its estimated cost to remove, abandon, alter, or replace the facilities, including those facilities that PG&E reinforced, enlarged, or replaced in anticipation of Applicant's

any Special Facilities charges in accordance with PG&E's Rule 2 for those facilities, including those facilities that PG&E reinforced, enlarged, or replaced in anticipation of Applicant's proposed load. The total cost of the facilities PG&E reinforced, enlarged, or replaced are shown in 'Failure to Connect Charge' in the AG-ICE Billing Letter.

***Departing Load Reimbursement:***

AG ICE customers that depart PG&E's electric system, or that switch to any other PG&E rate and subsequently depart load within the ten-year term of this agreement to take service from another entity, are obligated under PG&E's Electric Preliminary Statement BB, for certain non-by-passable charges (NBCs), also know as departing load charges. In addition, such customers will be responsible for repayment of the Adder granted for the installation of facilities, and the difference between the AG-ICE rate and the Otherwise Applicable Schedule for the period of time the customer was served.

***Charges for Non-Payment:*** Applicant shall pay any administrative and processing charges associated with collecting any payment owed by Applicant under this agreement.

**10. Non-Refundable Amount.**

Applicant shall pay to PG&E a fixed amount as a non-refundable payment, shown in the AG-ICE Billing Letter, for the inspections by PG&E of Distribution System work performed by Applicant or Applicant's contractor, to the extent that such costs are not covered by allowances according to Provision 8 of this document, as well as other non-refundable costs which may include, but are not limited to:

- re-engineering fees,
- preparation fees for trench composite drawings,
- survey and land rights acquisition costs,
- any applicable taxes.

**11. Non-Standard Equipment Installation and Removal.**

When the situation requires the location, installation, maintenance, repair and replacement of specialized or non-standard utility-owned equipment (Equipment) necessary to provide utility service or perform utility work, Applicant agrees to pay the costs to install PG&E's equipment. Applicant further agrees that, should the Equipment need to be replaced for any reason, it shall be Applicant's responsibility to make arrangements and to pay the cost to have the equipment removed and replacement equipment installed. PG&E shall be responsible for furnishing and delivering any replacement to the site. PG&E hereby agrees to the Equipment location on the following terms and conditions:

- Applicant shall furnish, install, own and maintain the Equipment area within or upon his building at his sole cost. The construction of the area shall comply with all applicable building code requirements. The site, access, location, and arrangement of the facilities shall be subject to PG&E's prior written approval, and any changes or additions thereto shall be made only after PG&E's prior written approval. Except for required area maintenance by Applicant, under PG&E's supervision, Applicant shall not have access to the Equipment area.
- Applicant shall make proper arrangements and pay all the costs associated with the initial and all subsequent installations and removals of PG&E's Equipment into the Equipment area.
- Applicant shall furnish, install, own and maintain all primary and secondary conduits within the property line at his sole cost. The plans for the installation of the secondary service facilities termination details, and other associated facilities installed by Applicant for PG&E use shall be subject to PG&E's prior written approval and shall comply with all applicable code requirements.
- Applicant accepts responsibility for any service interruption that may result from PG&E not having clear access to the Equipment area.

## 12. General Access.

Where it is necessary for PG&E to install facilities on Applicant's premises, Applicant hereby grants to PG&E: (a) the right to install, own and maintain such facilities on Applicant's premises together with sufficient legal clearance between all structures now or hereafter erected on Applicant's premises; (b) the right to enter and leave Applicant's premises 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.

## 13. Land Rights.

Where formal rights-of-way, easements, land leases, or permits are required by PG&E for the installation of the facilities on or over Applicant's property, or the property of others, Applicant understands and agrees that PG&E shall not be obligated to install the Facilities or accept the facilities installed by Applicant or the approved 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; however, if PG&E is unable to obtain such land rights, Applicant shall obtain them. Such easement shall include the right of access and right to trim trees as necessary to maintain required legal clearances from overhead wires.

## 14. Acceptance and Conveyance.

In accordance with the PG&E's General Terms and Conditions attached, and upon (a) PG&E's receipt of any required formal rights-of-way, easements, leases, and permits, and (b) PG&E's pressurization and energization of facilities installed by Applicant, 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.

## 15. Safety Precautions.

Applicant shall ascertain the location of all existing gas and electric facilities of PG&E within the scope of Applicant's construction area and inspect the area initially and periodically during construction to verify the location of all existing and new PG&E facilities. Applicant and PG&E shall perform all work in compliance with applicable federal, state, and local laws, rules and regulations. Applicant shall inform all persons doing work in proximity of the location of PG&E's facilities and ensure that all work of non-PG&E employees is planned and conducted in a manner to safeguard persons and property from injury. Work performed in close proximity to PG&E's energized electric facilities and pressurized gas facilities also shall be performed in accordance with established Cal-OSHA safety rules and practices, and as may be directed by PG&E. Only personnel duly authorized by PG&E are allowed to connect or disconnect conductors from PG&E-owned Service Facilities, or perform any work upon PG&E-owned existing facilities.

## 16. Delays in Construction.

- **Force Majeure.** PG&E shall not be responsible for any delay in either the performance of Applicant's responsibilities under this Agreement, or the installation or completion of the facilities by PG&E resulting 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 land rights, act of God, or any other cause or condition beyond the control of PG&E.
- **Resources.** 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. Any delay in construction hereunder resulting from such allocation shall be deemed to be cause beyond PG&E's control.

- **Inflation.** In the event that PG&E is prevented from commencing the installation of the facilities for reasons beyond its reasonable control within twelve months following the effective date of this Agreement, PG&E shall have the right to revise the cost figures to reflect any increases in costs since the original costs were determined. PG&E shall notify Applicant of such increased costs and give the option to either terminate this Agreement or pay PG&E the additional charges.

#### **17. Change Orders and Relocations.**

All standard design or construction changes made in the field, which impact the charges to Applicant, will be made using PG&E's Agreement Change Order. These field changes, including unforeseen field conditions which may result in additional work or costs by Applicant, the approved contractor or PG&E, may require sketch revisions of Exhibit B. Unforeseen field conditions include, but are not limited to, contaminated soil, obstructions, and weather conditions. The proper execution and attachment of the Agreement Change Order, and any necessary changes to supersede the AG-ICE Billing Letter resulting from the change order, constitutes formal amendment to this Agreement. Applicant shall pay PG&E for any such changes in accordance with the appropriate tariff.

EXCEPTION: If the requested changes are in addition to or substitution for the standard Facilities that PG&E would normally install, then a Special Facilities Agreement shall be required under the provisions of Section 1 of Rule 2.

#### **18. Termination of Agreement.**

In the event Applicant has not fulfilled its obligations under this Agreement within twelve (12) months following the date of this Agreement under any of the provisions of this Agreement or the Application for service, form 79-1023, and PG&E is unable to proceed hereunder, with the exception of delays that may be caused by PG&E, PG&E shall have the right to terminate and/or supersede this Agreement upon thirty (30) days' written notice to Applicant. Upon such notice PG&E will calculate any amounts that may be due based on that portion of the distribution system or service then completed, utilizing the estimated costs developed by PG&E for this Agreement.

The superseding Agreement, if any, shall be in the same form as this Agreement, shall be executed by the parties hereto and shall provide that costs be allocated to the portion of the Distribution System then completed, if any, consistent with those costs estimated by PG&E for this Agreement.

If this Agreement is terminated as set forth above, Applicant further agrees to forfeit that portion of the advance paid to PG&E for its expenses covering any engineering, surveying, right-of-way, removal, acquisition and other associated work incurred by PG&E. If such expenses are greater or less than the payments, Applicant shall pay to PG&E, or PG&E shall refund the balance without interest, to Applicant, as the case may be.

#### **19. Indemnification and Withholding.**

INDEMNIFICATION: 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 or subcontractor; injury to property of PG&E, Applicant, or any third party, or to natural resources, or violation of any local, state or federal law or regulation, including but not limited to environmental laws or regulations, or strict liability imposed by any law or regulation; arising out of, related to, or in any way connected with Applicant's performance of this Agreement, however caused, regardless of any strict liability or negligence of PG&E, whether active or passive, excepting only such claims, demands, losses, damages, costs, expenses, liability or violation of law or regulation as may be caused by the active negligence or willful misconduct of PG&E, its officers, agents, or employees.

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 work performed under this Agreement are expressly within the scope of this indemnity, and that the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial work, penalties, and fines arising from the violation of any local, state, or federal law or regulation, attorney's fees, disbursements, and other response costs are expressly within the scope of this indemnity.

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.

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

**20. Assignment of Contract.**

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

**21. Joint and Several Liability.**

Where two or more individuals or entities are joint applicants under this Agreement, PG&E shall direct all communications, charges and refunds to Applicant designated below, but all applicants shall be jointly and severally liable to comply with all terms and conditions herein.

**22. Warranty.**

As specified in PG&E's General Terms and Conditions, Applicant shall warrant that all materials and workmanship performed or otherwise provided by Applicant shall be free of all defects and fit for its intended purposes. The warranty begins with the date the facilities are energized or pressurized by PG&E and extends past the date of final acceptance of the Distribution System by PG&E for (a) one year covering equipment furnished and installed by Applicant or the approved contractor, and (b) two years plus, covering the trenching and backfilling. In the event Applicant's work or materials provided under this Agreement fails 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.

**23. Effective Date and Term.**

This Agreement shall be binding when: (a) the Agreement is signed by Applicant and delivered together with payment required to PG&E within ninety (90) days of issuance, and (b) the Agreement is accepted and executed by PG&E. If Applicant is a corporation, partnership, joint venture or a group of individuals, the subscriber hereto represents that he or she has the authority to bind said corporation, partners, joint venture or individuals as the case may be.

The term of this Agreement shall commence on the date PG&E's facilities are first ready to supply and serve, as shown in PG&E's records, and shall then continue in force until the AG-ICE rate expires on December 31, 2015, subject to the termination provision of this Agreement, except that in no event shall this Agreement end prior to the end of the warranty period if supplied by the Applicant under the Internal Combustion Engine Conversion Incentive General Terms and Conditions.

**24. Commission Jurisdiction.**

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



PACIFIC GAS AND ELECTRIC COMPANY  
GENERAL TERMS AND CONDITIONS  
FOR INTERNAL COMBUSTION INCENTIVE  
ELECTRIC EXTENSION AND SERVICE CONSTRUCTION  
BY APPLICANT  
FORM NO. 79-1021  
(ATTACHED)

(N)  
-----  
(N)



Pacific Gas & Electric Company

REFERENCES:

**\*GENERAL TERMS AND CONDITIONS  
FOR INTERNAL COMBUSTION ENGINE  
CONVERSION INCENTIVE ELECTRIC  
EXTENSION AND SERVICE CONSTRUCTION BY  
APPLICANT**

**SUBMITTED TO APPLICANT BY:**

**GENERAL TERMS AND CONDITIONS  
FOR INTERNAL COMBUSTION ENGINE CONVERSION  
INCENTIVE ELECTRIC EXTENSION AND SERVICE  
CONSTRUCTION BY APPLICANT**

**GENERAL TERMS AND CONDITIONS  
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## GENERAL TERMS AND CONDITIONS

### FOR INTERNAL COMBUSTION ENGINE CONVERSION INCENTIVE ELECTRIC EXTENSION AND SERVICE CONSTRUCTION BY APPLICANT

#### A. *APPLICABILITY*

These general terms and conditions apply where the Applicant proposes to install new gas or electric facilities for new business utility service under the provisions of the Electric Rules as filed with the California Public Utilities Commission (Commission), and the **Internal Combustion Engine Conversion Incentive program**, and approved by the Commission in **D. 05-06-016**.

The attached specific terms and conditions and applicable Drawings shall supplement these general terms and conditions. The Applicant shall ensure that their selected Contractors and Subcontractors conform to all PG&E requirements as stated in the applicable rules, these general terms and conditions, the supplemental specific terms and conditions and all applicable Drawings.

#### B. *DEFINITIONS*

The following words and their definitions are provided for uniformity and clarity between PG&E, the Applicant and the Applicant's Contractor or Subcontractors.

1. **Agreement:** This term includes, but is not limited to, the project specific Agreement, these general terms and conditions, specific conditions, standard Drawings, construction Drawings, appendices and any associated bonds, together with any other written documentation between PG&E and the Applicant (including CPUC authorized tariffs specifically incorporated therein by direct reference or otherwise).
2. **Applicant:** The developer or party entering into an Agreement with PG&E for the installation of electric facilities.
3. **Applicant's Statement of Costs:** Form # 79-1022. A statement of Applicant's Contract Anticipated Costs supplied by the Applicant and verified under penalty of perjury by Applicant. These costs shall be used by PG&E as the exclusive determinant of Applicant's costs for the work normally provided by PG&E, as specified in Electric Rule 15.G.1.b, to determine the lower of PG&E's or Applicant's costs
4. **As-Built:** A required Drawing by Applicant clearly showing all installed facilities prepared upon completion of project. This may include, but is not limited to the distribution and service facilities installed.
5. **Authorization Joint Trench Construction (Form B):** A billing breakdown prepared at the Applicant's expense by either the Applicant or PG&E in conjunction with the Composite Drawings for the various trench occupants by footage. See Exhibit I for sample Form B.
6. **Change Order:** Authorization to add, delete or change Work. PG&E's Change Order form provides a description of additional Work and authorization to perform or delete such Work as agreed to by Applicant and PG&E. See Exhibit III for sample Change Order.
7. **Composite:** A Drawing prepared at Applicant's expense by either the Applicant or PG&E (if PG&E agrees and labor is available). This Drawing delineates by measurement, the trench route and location from adjacent property lines or fixed objects, the size for each trench section (width, depth and length), the location and size of all substructures and the various cross-sectional Trench Configurations, showing size and number of buried facilities for each trench occupant.

8. **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 this Agreement shall also apply to the Contractor.
9. **Distribution Trench:** A trench to be utilized for distribution and feeder facilities that is intended to serve more than one building, customer or parcel. Such a trench may also contain gas service pipes and conduits or conductors for serving a single customer or street lights. The term distribution trench shall also include those trenches designated by the telephone utility as "Common Service Connection Trenches." A distribution trench will normally be located in a (a) private utility right-of-way and easement, (b) dedicated public utility easement or (c) other thoroughfare under permit which will be superseded by the utility franchise right.
10. **Drawings:**  
Standard Drawings  
Drawings prepared by PG&E depicting PG&E requirements for design, construction, operation and maintenance of its operating facilities.
- PG&E electric standard Drawings
  - PG&E electric design standard Drawings
- Construction Drawings  
A Drawing(s) depicting the site specific requirements for a defined utility extension and service project.
- Composite Drawing
  - Electric site construction Drawings(s) that provide a layout of proposed Work in sufficient detail to allow the Applicant to plan and perform the Work.
11. **Intent: Notice of Intention to Construct Underground Facilities (Form A):** The Intent shall notify and advise other agencies that trench Work is proposed in a particular area, and provides an invitation to other potential occupants to share the benefits and costs of joint trench construction. See Exhibit II for sample Form A.
12. **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) franchise rights; or, (d) permit (license) and lease agreement.
13. **Material Suppliers:** Those vendors, suppliers and manufacturers who have been qualified by PG&E to supply material according to PG&E specifications.
14. **PG&E:** Pacific Gas & Electric Company acting through its authorized representative(s).
15. **Permit:** A written Agreement or license for Work, granted by the agency having authority.
16. **Service Trench:** A trench which extends from a distribution trench to an Applicant's building or service termination point. Such a trench may be designated as a "Separate Service Connection Trench" by telephone.
17. **Subcontractor:** The party or parties or another entering into a contractual agreement with the Applicant's Contractor or another Subcontractor for the installation of a portion of the specified electric facilities. The obligations, where set forth in this Agreement, shall also apply to Subcontractors regardless of level or tier.
18. **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.

19. Trench Configuration: The cross-sectional trench design specified to provide trench occupants with facility clearance and cover requirements.
20. Trench Layout: Preliminary design showing joint trench route submitted with an Intent.
21. Utilities: Agencies, public or private, which install, own, and operate utility facilities intended for general public, municipal or private use.
22. Work: All labor, materials, equipment and any other job requirements related to the attached specification and Drawings.

**C. RESPONSIBILITIES**

<b>1. PROJECT INITIATION AND ENGINEERING</b>	<b>APPLICANT</b>	<b>PG&amp;E</b>
a. Applicant will submit electric loads, plans and Drawings and other information as required by PG&E. Applicant must also submit an executed "Statement of Applicant's Contract Anticipated Costs," - Form # 79-1022, upon receipt of PG&E's estimated costs.	◆	
	◆	
b. PG&E shall furnish to the Applicant, in a timely manner, the following (where applicable); 1. For underground facilities, electric engineering sketches indicating the trench design and the approximate routing of facilities. These sketches are for design purposes only and are not intended to be used for construction. 2. For overhead facilities, site Construction Drawing(s) and specifications for the Work. The site Construction Drawings will augment the standard Drawings and specifications contained herein and are to be part of this Agreement.		◆
c. For underground facilities, the Applicant shall contact all other potential trench occupants (telephone, cable TV, and etc.) with an Intent (Form A), to use the proposed joint utility trench. <sup>1</sup> The Intent shall include, but is not limited to, a sketch and trench/excavation cost breakdown. Cost breakdowns shall be as required on the attached Form B	◆	
d. For overhead facilities, PG&E shall contact other Utilities for Intent to use the proposed overhead facilities.		◆
e. For underground facilities, the Applicant shall provide PG&E a Composite Drawing delineating the cross-sectional facility configuration of all trench occupants and the intended size of their facilities. <sup>2</sup>	◆	
f. PG&E will review Applicant's Composite Drawings. Approval will be granted if the Composite Drawings meet all the necessary requirements.		◆

<sup>1</sup> At Applicant's request and non-refundable expense, if PG&E has available estimating labor, PG&E may agree to prepare the Composite Drawing, coordinate the Intent process with other potential trench occupants and provide estimated trench/excavation cost breakdowns.

1. PROJECT INITIATION AND ENGINEERING (Continued)	APPLICANT	PG&E
g. Upon receipt of the Applicant's approved Composite Drawings, PG&E shall prepare any site Construction Drawing(s) and specifications for the Work. The site Construction Drawings will augment the Standard Drawings and specifications contained herein and are to be part of this Agreement.		◆
		◆

2. <sup>2</sup> MATERIALS	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, gas line, cable termination requirements, and etc. PG&E assumes no responsibility for the stated distance quantities and will not honor claims arising from a difference between these quantities and what is required for the Work.	◆	
b. At Applicant's request and at PG&E's option, PG&E will provide a Material Summary sheet identifying the materials and quantities for the project. The material summary is intended to include most major materials and some minor materials for the job. The summary is furnished solely as a convenience for compiling a list of anticipated construction materials and does not necessarily include all materials which may ultimately be necessary for your job. Material codes, if identified, are PG&E's company assemblies that may be available from approved vendors only as individual components. <b>It is emphasized that applicants bear the ultimate responsibility to ensure that all materials necessary to construct their project are ordered using the APPROVED construction Drawing(s) and engineering standards furnished by PG&amp;E.</b>		◆
c. PG&E shall provide the Applicant a list of approved Material Suppliers for the Applicant's procurement of material.		◆
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.	◆	

<sup>2</sup> 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 (Continued)	APPLICANT	PG&E
<p>e. The Applicant shall be responsible for:</p> <ul style="list-style-type: none"> <li>(1) procurement of all materials in accordance with PG&amp;E requirements from PG&amp;E-approved Material Suppliers</li> <li>(2) material storage and security</li> <li>(3) disposal of excess materials</li> <li>(4) immediate removal from the job site of materials rejected by PG&amp;E.</li> </ul>	♦	
<p>f. Prior to the installation of materials, the Applicant shall provide PG&amp;E with supplier's certifications that all permanent materials to be used in the Work comply with the applicable PG&amp;E specifications and Drawings. All material shall be new and in first class condition and shall comply with the requirements of this Agreement.</p> <p>If Applicant fails to provide materials in compliance with the specification and Drawings, PG&amp;E reserves the right to reject the material. Any materials that are defective or in the opinion of PG&amp;E show signs of deterioration shall be immediately removed from the job site and replaced by the Applicant.</p>	♦	
<p>g. The Applicant is responsible for furnishing all materials<sup>3</sup> and tools<sup>4</sup> for the Work. Storage and handling of all material shall be in accordance with the applicable PG&amp;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.</p>	♦	
<p>h. The Applicant shall ensure PG&amp;E access to all material storage areas or facilities.</p>	♦	

<sup>3</sup> PG&E will normally not sell materials to Applicants who chose to use their own Contractor. On rare occasions 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) if **ALL** of the following criteria are met;

- (1) the Applicant has demonstrated that they have 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 PG&E customers;
- (3) the materials in PG&E stock are not dedicated nor needed for other projects or Work;
- (4) all payments including the appropriate taxes, overheads and any cost associated with the sale are collected up-front;
- (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.

<sup>4</sup> Under no circumstance shall PG&E loan tools.

3. PAYMENTS	APPLICANT	PG&E
<p>a. Applicant shall compensate PG&amp;E for the cost of</p> <ul style="list-style-type: none"> <li>(1) Agreement and document preparation</li> <li>(2) Surveys</li> <li>(3) Land rights, preparation of land right documents, and associated permits acquired by PG&amp;E.</li> <li>(4) Engineering and design specification documents including but not limited to site specific drawings, material specifications, and construction specifications documents</li> <li>(5) Construction and material inspections</li> <li>(6) PG&amp;E administrative charges associated with the Work</li> <li>(7) Specific or special contractual requirements (E.g., Special facilities installations or engineering work to permit the Applicant to solicit competitive bids for the installation of the proposed electric underground and overhead facilities.</li> <li>(8) PG&amp;E's labor and material costs necessary to complete the installation.</li> </ul> <p>These costs shall be paid by the Applicant prior to construction. The costs for Applicant installed work that is PG&amp;E's responsibility will be based on the lower of the Applicant's Contract Anticipated Costs or PG&amp;E's estimated costs. All other costs will be based on PG&amp;E's estimated costs.</p>	♦	
<p>b. PG&amp;E reimbursement payments for Work performed by the Applicant and accepted by PG&amp;E are subject to the applicable extension and service rule allowances, including the Adder. Payments will be based on the lower of the Applicant's Contract Anticipated Costs or PG&amp;E's estimated costs. PG&amp;E will not reimburse the Applicant for any special charges for non-standard activities performed or facilities installed.</p>		♦

4. PERMITS, LICENSES AND SPECIAL INSPECTION	APPLICANT	PG&E
<p>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 Work.</p>	♦	
<p>b. Applicant shall, without cost to PG&amp;E, obtain all required Permits, serve notices, arrange for inspection and pay fees and deposits. Work shall comply with the applicable governmental rules, regulation and ordinances.</p>	♦	
<p>c. The Applicant shall be responsible for obtaining excavation Permits in accordance with Section 341 of Chapter 3.2, Group II, Title 8, California Administrative Code for "construction of trenches which are 5 feet deep or deeper and into which a person is required to descend."</p>	♦	
<p>d. Should special supervision or inspection of construction activities be required by any grantor or permittor, as a condition of the Permit or grant of occupation, Applicant shall be responsible to pay all costs of such supervision and inspection.</p>	♦	

5. <sup>5</sup> CONSTRUCTION	APPLICANT	PG&E
<p>a. The Applicant shall only solicit installation bids from qualified Contractor/ Subcontractors who shall:</p> <ol style="list-style-type: none"> <li>(1) Be licensed in California for the appropriate type of work (electrical, general, etc.)</li> <li>(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).</li> <li>(3) Comply with applicable laws (Equal Opportunity Regulations, OSHA, EPA, etc.).</li> </ol> <p>Further, an Applicant who intends to employ a Qualified Contractor/ Subcontractor should consider whether the Qualified Contractor/Subcontractor:</p> <ol style="list-style-type: none"> <li>(1) Is technically competent</li> <li>(2) Has access to proper equipment</li> <li>(3) Demonstrates financial responsibility commensurate with the scope of the contract.</li> <li>(4) Has adequate insurance coverage (Workers' Compensation and Employer Liability, Commercial General Liability, and Business Auto.</li> <li>(5) Is able to furnish surety bond for performance of the contract, if required.</li> </ol>	♦	
<p>b. Applicant and their Contractors and Subcontractors shall use only PG&amp;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 project is constructed from preliminary Drawings or from non-PG&amp;E approved construction Drawings.</p>	♦	
<p>c. Applicant shall require the Superintendent to be in charge of the worksite, to supervise the Contractor and Subcontractor Work, to exercise control as may be require and to be available to PG&amp;E at the time when Work is being performed.</p>	♦	
<p>d. Applicant shall prepare and update as necessary a construction schedule to specify the starting dates and duration of the trenching, installation, backfill and clean up Work anticipated for the new electric facilities. The schedule for other occupants of a joint trench, if any, shall also be indicated.</p>	♦	
<p>e. The Applicant shall be responsible both for arrangement of a pre-construction meeting for all pole line or trench occupants and coordination of all field installation of other joint pole and joint trench occupant's facilities. The pre-construction meeting should be held a minimum of ten working days prior to commencement of Work.</p>	♦	
<p>f. Applicant is to coordinate the installation of other Utilities, e.g., telephone, cable TV , to minimize costs to each party.</p>	♦	

<sup>5</sup> PG&E shall not honor any claims arising from the Applicant's required adherence to Work practices and safety precautions dictated by PG&E's established safety rules.

5. CONSTRUCTION (Continued)	APPLICANT	PG&E
g. The Applicant shall schedule the 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).	◆	
h. On final walk-thru and before energization, the Applicant shall tag the electrical distribution and 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, and to the wires in the electrical service panels.	◆	
<p>i. Applicant shall plan and conduct the Work to safeguard 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).</p> <p>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&amp;E.</p> <p>Before digging, Applicant shall contact, "Underground Service Alert" (USA), and abide by its rules and procedures.</p> <p>PG&amp;E may require Applicant to observe reasonable safety precautions in addition to those in use or proposed by Applicant or other agencies. <b>Neither the giving of special instructions by PG&amp;E nor the adherence thereto by Applicant shall relieve Applicant of the sole responsibility to maintain safe and efficient working conditions.</b></p>	◆	
j. PG&E shall perform all Work involving connecting the Applicant's installed utility system to PG&E's operating facilities.		◆
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 Work or to suspend Work.	◆	

<b>6. <sup>6</sup> CHANGES AND EXTRA WORK</b>	<b>APPLICANT</b>	<b>PG&amp;E</b>
a. PG&E or the Applicant may require changes in the Work or in the provisions governing the Work. Increase in Work, decrease in 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 Work covered by a Change Order. Pricing shown in the Change Orders may be flat costs and shall include all indirect or intangible costs.	◆	◆
b. For a change in Work requested by PG&E, PG&E shall re-estimate the Work to determine the value of the incremental direct labor and material costs. This cost change will revise PG&E's prepared estimate used as the basis for payment (if any) to the Applicant in accordance with the extension and service allowances in the tariffs.		◆
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 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. The Applicant will be fully reimbursed for the value of these agreed upon intangible costs in accordance with These General Terms and Conditions and as identified in the appropriate tariffs.	◆	◆
d. In the event the extra 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.		◆
e. For a change in the Work requested by the Applicant and agreed to by PG&E on the Change Order Form, PG&E shall re-estimate the Work to determine the value of the incremental direct labor and material costs. This cost change will revise PG&E's costs subject to allowances and Line Extension Adder or non-refundable payments to or from the Applicant in accordance with these General Terms and Conditions and as identified in the appropriate tariffs.  PG&E shall determine the value of additional engineering and specification preparation charges for changes in the Work. The Applicant shall be responsible for any increased costs.	◆	◆

<b>7. INSPECTION</b>	<b>APPLICANT</b>	<b>PG&amp;E</b>
a. The Applicant agrees to a thorough and detailed inspection (100%) by PG&E of any activity undertaken by the Applicant in the performance of the obligations of this Agreement.	◆	
b. Applicant's contracts with Contractor(s) and Subcontractors will provide for PG&E's right to conduct the required inspections.	◆	
c. Applicant shall pay the cost of inspection, including PG&E administrative overheads and payroll additives, per diem, transportation, etc. in accordance with the provisions of Electric Rules 15 and 16.	◆	

<sup>6</sup> In the event the number of trench occupants changes from the number originally used to determine the costs, PG&E shall have the right to reallocate the costs in accordance with PG&E's established practices. Applicant may be billed for additional charges related to these changes. Failure or neglect of PG&E to condemn or reject inferior Work or material shall not be construed as acceptance of such Work or materials.

<b>7. INSPECTION (Continued)</b>	<b>APPLICANT</b>	<b>PG&amp;E</b>
d. PG&E shall have free access to the Work at all times.		◆
e. PG&E has the right to make field and shop inspections and material tests. See material section for additional material inspection instructions.	◆	
f. The Applicant shall notify PG&E two working days in advance of commencing any related Work.	◆	
g. PG&E will assign a representative(s) to observe and approve all Work related to the attached specifications and 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.		◆
h. PG&E may direct the Work in areas adjacent to electrically energized facilities or operating natural gas facilities as described in these General Terms and Conditions, Section 5f, Construction.		◆
i. Applicant agrees that no Work shall be performed unless PG&E is present or the Applicant has received prior written consent from PG&E to proceed.	◆	
j. The Applicant agrees that neither the making, nor the failure to make, inspections and tests nor the express or implied approval of the Work by PG&E shall relieve Applicant from the responsibility to complete and guarantee the Work as specified. Rejected Work shall be remedied at the Applicant's expense.	◆	
k. In the event that the Applicant fails to maintain the anticipated progress and the 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 Work duration.	◆	

<b>8. DOCUMENTATION AND AS-BUILT DRAWINGS</b>	<b>APPLICANT</b>	<b>PG&amp;E</b>
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 two sets of separate gas and electric As-Built Drawings and marked up service orders (when applicable) marked in red and signed by Applicant prior to pressurization and energization.	◆	

<b>8. DOCUMENTATION AND AS-BUILT DRAWINGS (Continued)</b>	<b>APPLICANT</b>	<b>PG&amp;E</b>
b. The Applicant shall provide the following minimum electric As-Built Drawing requirements; The corrected Construction Drawings must be marked in red and clearly show changes. (1) Location, size, type and footage of installed conduit, cable and overhead conductor. (2) Location, size, type and dimensions of manholes, splice boxes and equipment enclosures (3) Location, size and type of poles and anchors (4) Location, type and manufacturer's name plate data of equipment.	◆	
c. Applicant shall have all As-Built Drawings and marked up service orders verified and approved by PG&E prior to energization.	◆	

<b>9. <sup>7</sup> FINAL ACCEPTANCE AND CONVEYANCE</b>	<b>APPLICANT</b>	<b>PG&amp;E</b>
a. Upon satisfactory completion of the Work PG&E will pressurize or energize the distribution system making the distribution system operational. Pressurization or energization will serve as PG&E's final acceptance of the Work.		◆
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 Work and facilities in accordance with the terms and conditions of Agreement.	◆	
c. Guarantee and warranty periods shall commence on the date of final acceptance by PG&E.	◆	◆
d. Services not completed (tied-in) upon final acceptance of the distribution system shall not be accepted with the distribution system. These services shall be accepted on the date(s) the first meter is set on the service.	◆	◆
e. The risk of loss or damage to the Work and materials shall remain with Applicant, Contractor and Subcontractor, until the Work is completed and accepted by PG&E.	◆	

<b>10. PARTIAL USE OF FACILITIES</b>	<b>APPLICANT</b>	<b>PG&amp;E</b>
a. To provide permanent service, the Applicant, with prior written authorization of PG&E, may convey to PG&E certain portions of the underground facilities which have been completed and installed hereunder. If PG&E elects to accept by conveyance of portions of these underground facilities, the following shall apply:	◆	◆
b. The Applicant shall ensure that the utilization of such portions of the facilities will in no way delay completion of the entire system.	◆	
c. PG&E shall assume the responsibility for maintenance and operation of the portions of the facility conveyed.		◆
d. 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.	◆	

<sup>7</sup> Failure or neglect of PG&E to condemn or reject inferior Work or material shall not be construed or imply an acceptance of such Work or materials.

<b>10. PARTIAL USE OF FACILITIES (Continued)</b>	<b>APPLICANT</b>	<b>PG&amp;E</b>
e. Authorization by PG&E for the partial use of facilities shall only be granted for the convenience of PG&E.		◆
f. Applicant must complete enough of the permanent system to minimize future hot tie-ins and Work near energized or pressurized facilities. PG&E may require completion of system sections as it deems acceptable.	◆	

**D. CONTRACTORS AND SUBCONTRACTORS**

1. Each Contractor and Subcontractor shall be covered by and comply with this Agreement and shall perform the Work for which it contracts in accordance therewith. 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 Work as are provided for under the contract documents governing the Work of Applicant.
2. A Contractor and Subcontractor shall provide insurance of the same type and limits as required of Applicant unless otherwise authorized in writing by PG&E. 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 Subcontractor within the same limits as those prescribed for Applicant.
3. No Contractor or Subcontractor, regardless of its approval by PG&E, shall bind or purport to bind PG&E.

**E. INSURANCE**

1. Applicant shall maintain the following insurance coverage.
  - 1.1 The Applicant is also responsible for its Contractor and Subcontractor maintaining sufficient limits of the same coverage. Documentation of same coverage by Contractor or Subcontractor shall be available from Applicant upon request.
2. **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 and Subcontractor performs Work.
  - 2.1. Employers' Liability insurance shall not less than \$ 1,000,000 for injury or death per accident.
3. **Commercial General Liability:** Coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form, with no coverage deletions.
  - 3.1 The limit shall not be less than \$1,000,000 each occurrence for bodily injury, property damage and personal injury. If coverage is subject to a general aggregate limit, this aggregate limit shall be twice the occurrence limit.
  - 3.2. **Coverage shall:**
    - a) be "Additional Insured" endorsement add, as insured PG&E, its directors, officers, agents and employees with respect to liability arising out of Work performed by or for the Contractor;
    - b) be endorsed to specify that the Contractor's insurance is primary and that any insurance or self-insurance maintained by PG&E shall not contribute with it.
4. **Business Auto:** Coverage shall be at least as broad as the Insurance Services Office (ISO) Business Auto Coverage form covering Automobile Liability, code 1 "any auto."
  - 4.1. The limit shall not be less than \$1,000,000 each accident for bodily injury and property damage.

5. **Additional Insurance Provisions:** Before commencing performance of Work, Applicant shall furnish PG&E with certificates of insurance and endorsements of all required insurance for Applicant.

5.1. The documentation shall state that coverage shall not be canceled except after thirty (30) days prior written notice has been given to PG&E.

5.2. The documentation must be signed by a person authorized by that insurer to bind coverage on its behalf and shall be submitted to:

Pacific Gas & Electric Company  
Insurance Department - B24H  
Post Office Box 770000  
San Francisco, CA 94177

5.3. PG&E may inspect the original policies or require complete certified copies, at any time.

#### ***F. INDEMNITY AND WITHHOLDING***

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 or Subcontractor; injury to property of PG&E, Applicant, Contractor, Subcontractor, 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, however caused, regardless of any strict liability or negligence of PG&E, whether active or passive, excepting only such claims, demands, losses, damages, costs, expenses, liability or violation of law or regulation as may be caused by the active negligence or willful misconduct of PG&E, its officers, agents, or employees.
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 Work performed under this Agreement are expressly within the scope of this indemnity, and that the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial Work, penalties, and fines arising from the violation of any local, state, or federal law or regulation, attorney's fees, disbursements, and other response costs are expressly within the scope of this indemnity.
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.

#### ***G. GUARANTEES AND EQUIPMENT WARRANTY***

1. **Guarantees:** In addition to the guarantees provided under this Agreement, or implied in fact or in law, Applicant shall leave the entire project in satisfactory working condition and shall be responsible for the repair or replacement at its expense of any part of the Work that develops defects due to faulty material, workmanship or within a period of one (1) year after the date of final acceptance by PG&E. Applicant shall, at its expense repair or replace other Work, equipment or property damaged as the result of the defects, or as a result of the repairing thereof, and hold PG&E harmless from PG&E repair expenses. The warranty period for a repaired or replaced part shall be one (1) year from the date of acceptance of the repaired or replaced part.
2. **Equipment Warranty (One (1) Year):** Applicant shall warrant that equipment furnished and installed by Applicant will be of the kind and quality described in this Agreement, free of defects in workmanship, and material, and unless otherwise specified, fit for its intended purpose. The warranty period for distribution and services accepted with the distribution system shall begin from the date the materials are accepted by PG&E and shall extend for one (1) year.

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The warranty period for all other services shall begin on the date the first meter is set and shall extend one (1) year. Should the equipment fail during that period, Applicant shall be liable for all cost associated with repair and replacement of the equipment in accordance with the guarantee above.

3. **Trench Guarantee (Two (2) Years Plus):** The Applicant shall also guarantee that all trench material and trench workmanship shall be satisfactory for a period of two (2) years or as specified in the permit, whichever is greater, from the date of final acceptance by PG&E. The guarantee period for services trenches not accepted with the final acceptance shall begin on the date the first meter is set and shall extend a minimum of two (2) years. During this guarantee period, the Applicant will be so notified should PG&E determine that defects in trench material or workmanship have developed.

3.1. The Applicant shall pay the cost of the repair or replacement of any part of the Work hereunder which develops defects because of faulty material or workmanship on the part of the Applicant within the two (2) year period.

3.2. Damage to any trench occupant's facilities or to third party property caused by operations of the Applicant shall be repaired or replaced by either the Applicant or PG&E at the Applicant's expense.

3.3. Where PG&E determines that it is not practicable for the Applicant to make the necessary repairs (e.g., Energized facilities). PG&E reserves the right to make repairs or replacements at the expense of the Applicant, preserving as far as possible the available evidence of the cause of failure, defect, or damage.

#### **H. INTERPRETATION OF THE AGREEMENT**

1. PG&E will decide upon the meaning and interpretation of the Agreement and this decision shall be binding to all parties to this Agreement.
2. It shall be the Applicant's responsibility to ensure that any proposal prepared or received by the Applicant is based on a full knowledge of all conditions that would affect the cost and conduct of the Work. The Applicant shall inform itself fully and convey to all potential Contractors the physical conditions at the Work site, including as applicable, subsurface geology, borrow pit conditions and spoil disposal areas; the availability, location and extent of construction and storage area and other facilities or structures above and below ground; necessary safety precautions and safeguards; dimensions not shown on the Drawings; the extent of established lines and levels; Work to be performed by PG&E or others; rules, regulations and requirements to be observed by the Applicant or its agents in the conduct of the Work.

#### **I. CONFLICTS**

1. Should any conflict exist between the General Terms and Conditions and the specific construction specifications, the terms of the General Conditions shall prevail. In the case of differences between the construction specifications and Drawings, the construction specifications shall prevail. In the case of differences between the Construction and Standard Drawings, the Applicant shall immediately so inform PG&E. PG&E shall determine which is the applicable Drawing or portion of a Drawing.
2. Should any conflict exist between the General Terms and Conditions 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, specific construction specification, General Terms and Conditions and applicable state and federal laws, rules, regulation orders or codes are not to be deemed conflicts and the most stringent requirements shall control.
3. Applicant shall immediately report in writing to PG&E any discrepancies, errors, or inconsistencies in the Specifications, Drawings, Agreements or laws.
4. PG&E shall not honor any claim arising from the Applicant's resolution of conflicts not in accordance with these provisions.

**J. CLAIMS SETTLEMENT, DISPUTES**

1. It shall be Applicant's responsibility to inform PG&E, immediately following its occurrence or discovery, of any item or event which Applicant knows, or reasonably should know, that may result in a request for additional compensation under this Agreement. PG&E and Applicant shall endeavor to satisfactorily resolve the matter and should it not be disposed of to Applicant's satisfaction, Applicant shall, within 72 hours thereafter, deliver a written notice of claim to PG&E. Failure to so notify PG&E or failure to supply PG&E with information sufficient to evaluate Applicant's position, shall foreclose consideration of any Applicant's claim based on such item or event.
2. Upon receipt of the Applicant's notice of claim, PG&E will review it, taking into account all of the information submitted by the Applicant in substantiation of its claim, and will, within a period of thirty (30) days, prepare and furnish to the Applicant, a written determination and, if appropriate, an offer of settlement thereof.
3. If the Applicant rejects PG&E's determination, the Applicant may file a notice of appeal therefrom. Any such appeal shall be in writing, shall contain all specific and substantive reasons why the Applicant deems PG&E's written determination to be unsatisfactory, and shall be submitted as soon after receipt of PG&E's written determination as is practical, but in no event more than thirty (30) days thereafter.
4. In the event any dispute between PG&E and Applicant with respect to the interpretation or performance of this Agreement cannot be satisfactorily resolved, arbitration shall be resorted to, and the arbitration shall be conducted in San Francisco, California, by the American Arbitration Association before a single arbitrator in accordance with the rules of said association for the construction industry. In such proceedings, the parties shall have the right to utilize depositions as provided in Section 1283 and 1283.05 of California Code of Civil Procedure. The award of the sole arbitrator shall be conclusive and binding upon the parties, subject to the provisions of the California Code of Civil Procedure relating to arbitration as the same now exists or as the same shall be amended during the term of this Agreement. In such award, the arbitrator shall include the fixing of the expense of the arbitration and the assessment of the same in the judgment of the arbitrator against either or both parties hereto. Each party shall bear its cost for legal fees, witnesses, depositions, etc.

**K. LEGAL REQUIREMENTS**

1. Applicant shall discharge at once, and hold PG&E harmless from any liens that may be filed in connection with the 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.
2. If required by PG&E, Applicant shall require the Contractor(s) or Subcontractor(s) to obtain, within 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 21 days of receipt from Applicant of the surety company's invoice.

### 3. Infringement Protection

- 3.1. **Royalties:** Royalties or other charges for patents for designs, machinery, equipment or materials furnished by Applicant for the Work, or for processes or arts employed by Applicant in performing the Work, shall not be included in the basis for cost reimbursement.
- 3.2. **Indemnity:** 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. PG&E will not honor any claims arising from the Applicant's indemnification of PG&E per this Agreement provision.

### ***L. RIGHTS OF PG&E***

The Applicant shall provide PG&E, as part of the Applicant's Contract with the Contractor(s), the necessary rights to enforce the applicable portion of these General Terms and Conditions and construction specifications. PG&E shall have the right to inspect and approve any aspect of the Work relating to the procurement and installation of gas and electric facilities which will become part of PG&E's operating system. The Applicant shall honor and enforce any reasonable request made by PG&E.

### ***M. RIGHT TO SUSPEND WORK***

1. In the event of the failure of the Applicant to carry on any part of the 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.
2. If Applicant does not remedy such failure within seven calendar days after such notice is given, PG&E may, at its option and regardless of the state of completion of the Work, require the Applicant to terminate the Work. In such event, the Applicant may award all the remaining Work to another Contractor(s), or the Applicant may proceed with any part of the Work and award the remaining Work to another Contractor. In such event, Applicant shall deed to PG&E, and PG&E shall accept, only that portion of the 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 Work by the Applicant at PG&E's request.
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 Work, PG&E may require the Applicant to suspend the Work in progress. Applicant shall be liable for additional costs to PG&E arising from termination.
4. If, (1) the Contractor seeks relief under applicable law for the benefit of an insolvent or is adjudged bankrupt, or (2) legal action is commenced against the Contractor which in PG&E's opinion may interfere with the completion of the Work, the Applicant will honor the demand of PG&E to terminate the contract between the Applicant and Contractor. If the contract between the Applicant and Contractor is terminated, the Contractor shall vacate the Work site. termination Applicant shall be liable for additional costs to PG&E arising from termination .
5. **Labor Dispute:** In the event of a labor dispute or strike by Applicant's, Contractor's, or Subcontractors' employees which threatens the progress of 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 Work of the Applicant, Contractor or any Subcontractor for cause. This paragraph shall be applicable whether or not any Applicant, Contractor or Subcontractor is directly involved in a labor dispute.

**N. COMPLIANCE WITH LAWS AND REGULATIONS**

1. During the performance of the Work, Applicant, Contractor and its Subcontractors, 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.
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 Work. Applicant shall be responsible to pay all taxes applicable to its operations as imposed by any governing authority.
3. Applicant shall require any Contractor or Subcontractor to whom any portion of the 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 or a Subcontractor to make full and proper compliance with said bylaws, rules, regulations, laws, orders, stipulations or plans.
4. 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 said state.

**O. FEDERAL EQUAL OPPORTUNITY LAWS**

**Federal Regulations:** 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:

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.
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.
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.
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.
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.
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.

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.
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.



PACIFIC GAS AND ELECTRIC COMPANY  
INTERNAL COMBUSTION ENGINE  
CONVERSION INCENTIVE DISTRIBUTION SERVICE AND  
EXTENSION BILLING LETTER  
FORM NO. 79-1022  
(ATTACHED)

(N)  
-----  
(N)

Advice Letter No. 2679-E  
Decision No. 05-06-016

Issued by  
**Karen A. Tomcala**  
Vice President  
Regulatory Relations

Date Filed June 27, 2005  
Effective August 1, 2005  
Resolution No. \_\_\_\_\_



REFERENCES

Notification	
PM Order	

**Internal Combustion Engine Conversion Incentive  
Distribution Service and Extension Billing Letter**

(Date)

(Name)

(Address)

(City, State Zip)

RE: (Project name and location, legal description)

Dear:

This letter describes the costs for new electric service to replace the internal combustion engine used for agricultural water pumping at the above location. Service will be provided under the provisions of PG&E's Electric Rules 15 and 16, as modified for the Agricultural Internal Combustion Engine Conversion Program (AG-ICE) by the California Public Utilities Commission (CPUC). A copy of Electric Rules 15 and 16 can be obtained at <http://www.pge.com/tariffs> or by contacting your PG&E representative at the number shown on the second page. PG&E's total estimated job costs are shown on the cost summary on the second page.

Under PG&E's Electric rules, you have the option to have a qualified contractor or sub-contractor design the new service facilities. PG&E's bid to do this portion of the design work is \$\_\_\_\_\_. Should you want someone other than PG&E to do this design work, you would receive a Design Credit equal to PG&E's Design Bid. Please contact me at ( ) --- - ---- to confirm your Design selection, and/or to obtain a copy of PG&E's Applicant Design guidelines and requirements

On pages 3 and 4 of this letter is a CPUC-required form, "AG-ICE Statement of Applicant's Contract Anticipated Costs, (AG-ICE-SACAC)" which identifies PG&E's cost for the service work that is PG&E's responsibility to install on your job. PG&E's costs were developed based on your choices within the application and may change if you change your choices. Under PG&E's Electric Rule 16 and AG-ICE, you have a choice: you can do the work, hire a qualified contractor to perform the work, or hire PG&E to do the work. You must make a selection, sign and return the completed AG-ICE-SACAC form (pages 3&4 attached) to PG&E regardless of who does the work.

- If you want to do this work yourself, or to have a qualified contractor do this work, please enter your estimated costs in the section of the AG-ICE-SACAC form (page 3 & 4) entitled "Applicant Costs," sign it, return it to PG&E and PG&E will send you a contract by return mail.
- If you want to do this work yourself or have a qualified contractor do it, and you do not want to give PG&E your estimated costs, please check the box in the section entitled "Applicant's Election Not To Provide Costs," sign, return the AG-ICE-SACAC form, and PG&E will send you a contract by return mail.
- If you want PG&E to do this work, check the box in the section entitled "Applicant's Election Not To Provide Costs," sign and return the AG-ICE-SACAC form along with a check for \$\_\_\_\_\_. This letter will be our contract.<sup>(1)</sup> PG&E will schedule construction after payment has been received, and we have written confirmation from the governmental entity with inspection authority that your facilities have been installed and inspected in accordance with applicable laws and are safe to energize.

PG&E's costs are valid for 90 days from the date of this letter. If payment is not received within this 90-day period, PG&E may revise these costs.

**PG&E cannot proceed with any work on your application until you sign and return the AG-ICE Statement of Applicant's Contract Anticipated Costs form (pages 3&4 of this document).**

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

REFERENCES

Notification	
PM Order	

<b>PG&amp;E's Estimated Costs for:</b>	<b>Electric</b>
Engineering / Administrative, Plus PG&E performed Service Tie-in and Meter Installation	
Value of Design Work Provided by Applicant	
Extension and Service Facility Installation Cost by PG&E	
Extension and Service Facility Installation Cost by Applicant	
<b>Sub Total: (Total Service Costs subject to Allowance)</b>	
Less Allowance	
Less Allowance Adder, (Not to exceed \$32,395)	
<b>Subtotal, Service Cost beyond Allowance (non refundable)</b>	
Plus Inspection fee(s) – PG&E Only:	
Plus Value of Franchise Trenching, Conduit and Substructures:	
Plus Other Non-Refundable Charges:	
<b>Sub Total:</b>	
ITCC (Tax)**:	
Other Non Refundable Charges Not Subject to ITCC	
Less 'Service Cost beyond Allowance' provided by Applicant:	
Less Deposit:	
D. 04-05-055 Line Extension Costs (Per Meter Charge)	
<b>Total Non-Refundable Payment:</b>	
<b>Pre-selected optional quarterly payments of:</b> Not applicable if not pre selected on AG-ICE Application for Service	

Applicant work within Allowance not credited above \$ \_\_\_\_\_  
(Reimbursed after acceptance of Facilities)

Failure to Connect Charge (Value of Electric Reinforcements) \$ \_\_\_\_\_

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

Reference: AG-ICE General Terms and Conditions, AG-ICE Provisions which can be found at:  
[http://www.pge.com/customer\\_service/new\\_construction\\_services/](http://www.pge.com/customer_service/new_construction_services/)

If you have any questions, contact me at \_\_\_\_\_ or by E-mail at \_\_\_\_\_.

Sincerely,

(Name)  
New Business Project Coordinator  
PACIFIC GAS AND ELECTRIC COMPANY

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



REFERENCES

Notification	
PM Order	

**AG-ICE - STATEMENT OF APPLICANT'S CONTRACT ANTICIPATED COSTS.**

**Project Name:** \_\_\_\_\_

**Project Location:** \_\_\_\_\_

**APPLICANT COSTS**

The following statement must only include the contracted anticipated installed costs of facilities installed by the Applicant that are refundable and that are PG&E's responsibility under its tariffs.

The costs provided by the Applicant must be taken from the Applicant's contract with its contractor. If the Applicant will be performing the work itself, the Applicant must also complete and sign this form.

The Applicant's statement of costs will be compared with PG&E's estimated installed costs of the same facilities, the lower of which will be used to determine the amount subject to allowances in accordance with the provisions of PG&E's Gas and Electric Rules 15 and 16 as modified by the AG-ICE program.

If the Applicant chooses not to provide its costs, it must complete the last section of this form. Until the Applicant either provides the refundable cost from its contract with its contractor (or its own cost, if applicable), or returns this form indicating that it will not do so, PG&E will not proceed with any work on the Applicant's project.

**ELECTRIC**

**Internal Combustion Engine Conversion Incentive  
Distribution & Service Facilities**

**Applicant:** \$ \_\_\_\_\_

**PG&E:** \$ \_\_\_\_\_

If underground distribution or service is required, who will perform the trenching?  Applicant  PG&E

Who will install underground substructures including conduit, boxes etc.?  Applicant  PG&E

(Note, if the Applicants bid will be used, the Applicant box should be checked here)

<ul style="list-style-type: none"> <li>Applicant's statement of costs include: cables, switches, transformers, distribution main, service costs, and other distribution facilities required to complete the distribution line extension, as described in Electric Rule 15 as PG&amp;E's responsibility</li> </ul>
---

<ul style="list-style-type: none"> <li>Applicant's statement of costs <b>DOES NOT</b> include: inspection fees, tie-in of system by PG&amp;E, distribution substructures, electric trench, conduits, feeder conduits, or protective structures as described in Electric Rule 15 and 16</li> </ul>
---

**I declare under penalty of perjury that the foregoing is true and correct.**

REFERENCES

Notification	
PM Order	

**APPLICANT'S ELECTION NOT TO PROVIDE COSTS:** (if this option selected, box must be checked)

I choose not to provide to the utility my costs for this project as taken from my contract with my contractor, or as performed by myself, and acknowledge that PG&E will use its estimate of costs for this project in the contract between it and me.

Executed on \_\_\_\_\_ at \_\_\_\_\_, California.  
(Date) (City)

By:

Print Applicant Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_



**Pacific Gas and Electric Company**  
San Francisco, California

Original  
Cancelling

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

23653-E\*

PACIFIC GAS AND ELECTRIC COMPANY  
APPLICATION FOR SERVICE  
INTERNAL COMBUSTION ENGINE CONVERSION INCENTIVE  
AGRICULTURAL SERVICE  
FORM NO. 79-1023  
(ATTACHED)

(N)  
-----  
(N)

Advice Letter No. 2679-E  
Decision No. 05-06-016

Issued by  
**Karen A. Tomcala**  
Vice President  
Regulatory Relations

Date Filed June 27, 2005  
Effective August 1, 2005  
Resolution No. \_\_\_\_\_

100865



Please fill out this application and submit the completed form to:

PG&E Ag-Ice Processing Office  
3185 M Street, 1st Floor  
Merced, CA. 95348  
FAX (209) 726-6433

*\*Represents optional fields.*

- This application only applies to *portable or stationary* agricultural Internal Combustion engines for irrigation pumping, excluding those fired with natural gas, as defined in Rate Schedule AG-ICE, of not less than 50 horsepower that have been installed and operational prior to September 1, 2004.
- This application, pertinent load information, and required attachments must be submitted no later than 7/31/07.
- If the Incentive Conversion Applicant has applied for funding under a Carl Moyer Program such as the San Joaquin air district's Agricultural Pump Engine Component Heavy Duty Engine Emission Reduction Incentive Program, then copies of the completed air district form(s) and documentation must accompany this application.
- If the air district in which the project is located does not offer the Carl Moyer or similar Agricultural Engine Emission Reduction Program or if the applicant does not choose to take advantage of this funding, then the applicant must complete the PG&E INTERNAL COMBUSTION ENGINE CONVERSION SECTION found at the end of this application.
- Within 90 days of electrification, the applicant will provide verification of a Motor/Pump efficiency test as required on page 7 below.
- Is the existing engine being replaced purchased with Carl Moyer funds, Yes , No , if no, Applicant will, within 60 days of the electric service being energized, provide PG&E with documentation of destruction of above engine. Applicant and their engine dealer may permanently disable the engine by punching at least a five (5) inch diameter hole through the engine block above the oil pan and provide photographs detailing same, or Applicant and their engine dealer may also crush the engine and provide written verification such as a receipt from a scrap metal recycling operation. In both instances, Applicant will also include photographs of the engine Serial Number and Data Plate.  
If yes, Applicant will follow Air Resources Board or local air district removal procedures.
- PG&E will supply qualifying applicants with service in accordance with PG&E's Internal Combustion Engine Conversion Program.

**Project Information**

Project Name \_\_\_\_\_

Project Address/Location \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Nearest Cross Street \_\_\_\_\_

Applicant / Company Name \_\_\_\_\_

Legal name to appear on contract \_\_\_\_\_

Name of person authorized to sign contracts \_\_\_\_\_ Title \_\_\_\_\_

Who will be responsible for the PG&E bill after the meter is set? \_\_\_\_\_

Date PG&E facilities needed on site \_\_\_\_\_ Date Electric meter needed \_\_\_\_\_

## Contact Information

Name of Contact \_\_\_\_\_

Day Phone ( \_\_\_\_\_ ) \_\_\_\_\_ Fax ( \_\_\_\_\_ ) \_\_\_\_\_ Email address \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contractor's name: \_\_\_\_\_ Contractor's phone ( \_\_\_\_\_ ) \_\_\_\_\_

## Construction Information

As a new applicant for new electric service, you can choose either PG&E or a qualified contractor to construct all or a portion of any new electric distribution and / or service facilities. Details regarding applicant installation requirements are available through your local PG&E office. You should become familiar with the installation, insurance and warranty requirements before you make your selection – See PG&E's General Terms and Conditions.

In accordance with PG&E's filed tariffs, all electric trenching, conduits, substructures and gas service trenching are the applicant's responsibility. If you select either a qualified contractor or PG&E to perform any or all of the work that is the responsibility of the applicant to install and subsequently change your selection, you will be responsible for any re-engineering charges incurred as a result of that change.

Who will trench, backfill, and provide and install conduit and substructures?  Applicant  PG&E

Will the electric service be?  Overhead  Underground

## Load Information

### Pump Operating Hours

Hours per day \_\_\_\_\_ Days per week \_\_\_\_\_ Months per year \_\_\_\_\_

Typical daily operating hours From \_\_\_\_\_  AM To \_\_\_\_\_  AM  
 PM  PM

What months will this facility operate?  
 January  February  March  April  
 May  June  July  August  
 September  October  November  December

Please describe other operating characteristics \_\_\_\_\_

Type of crop \_\_\_\_\_

### Electric Load Information

Main Switch Size (Service Termination Can) \_\_\_\_\_ Amps Motor size \_\_\_\_\_ hp

Voltage: (select one)

- 240/120, 4 wire, 3Ø       208/120, 4 wire, 3Ø       480/277, 4-wire, 3Ø  
 Primary voltage (> 2,400 volts)       Other (specify) \_\_\_\_\_

Please provide motor codes for motors that have reduced voltage starting or are 25 hp and greater

Code	hp
_____	_____

Will a submersible pump be installed?       No       Yes

## Attachments

Please provide two (2) copies of the following:

- A. Detailed site plan showing roads, driveways, building structures and pump location.

## General Information and Signature

### Applicant Design Information

#### Design by PG&E:

Under this selection, PG&E will provide electric design for the extension in accordance with PG&E's design standards and specifications.

#### Design by Applicant:

Under this selection, you or your contractor must design the installation of the electric facilities, including trenching, within the PG&E specified project boundaries in accordance with PG&E's design standards and specifications. This selection also requires the design(s) to be stamped and signed by a Registered Professional Engineer (PE). Responsibilities of applicants and PG&E within this selection include:

### Applicant's Design Responsibilities

- \* Design drawings and provide support documentation
- \* Joint trench/pole intent drawings
- \* Single line drawings, key sketch
- \* Base maps
- \* Construction detail drawings
- \* Street light design - coordinate with applicable governmental agency
- \* Engineering calculations (e.g., voltage drop, flicker, pulling tension, pole sizing, guying, etc.)
- \* Substructure information
- \* Stub/full/branch service locations (pre-approved by utility)
- \* Main locations
- \* Meter locations (pre-approved by utility)
- \* Identify permits
- \* Identify rights-of-way as required by utility
- \* Trench cost allocation estimate
- \* Coordination with other utilities if joint trench or joint pole
- \* Tentative design and construction scheduling
- \* Conflict checks
- \* Material list
- \* Stamped by a Registered Professional Engineer (PE)

**Note:** THE APPLICANT IS RESPONSIBLE FOR ENSURING THE DESIGNER USES THE MOST CURRENT DESIGN STANDARDS.

### **PG&E's Design Responsibilities**

- \* Design format standards
- \* Global facilities planning (e.g., size, kind of pipe/conductor, carriers, conduits, ties, pressure/voltage/phase, system isolation requirements and special material specifications)
- \* Job accounting and cost estimating
- \* Contracts/Agreements.
- \* Utility plan check at completion of applicant design
- \* Post-design changes by utility at applicant's expense
- \* Value analysis
- \* Gas service record preparation

### **Installation Option Information**

#### Installed by PG&E as a competitive bid:

Under this option, PG&E will provide and install electric facilities for the project in accordance with the provisions of the tariffs. Prior to starting construction, you must pay to PG&E any applicable advances. You are responsible for route clearing, land rights acquisition, trenching, conduit, substructures, and inspections.

#### Construction by applicant's qualified contractor:

Under this option, your qualified contractor must provide all necessary material and installation of the electric facilities for the project. You must select a qualified contractor to perform the work to PG&E's design and construction specifications. Prior to starting construction, you must pay to PG&E any applicable advances including its estimated costs of engineering, administration, tie-ins, and any additional facilities and labor necessary to complete the extension. More details regarding the installation options requirements are available through your local PG&E office.

### **Rate Information**

Pending the approval of this Application and completion of construction, Rate Schedule **AG-ICE** will be applied to this project when energized. Please view the rate for more information.

### **Emissions Reduction Assignment to PG&E**

If the applicant has applied for Carl Moyer or similar funding then the applicant assigns to PG&E all claims for any emission reductions associated with an emission reduction from a Tier III engine to electrification. These reductions include but are not limited to emissions reductions from air pollution species such as criteria pollutants and carbon dioxide.

If the applicant has not applied for Carl Moyer or similar funding then the applicant assigns to PG&E all claims for any emission reductions associated with an emission reduction from the current engine to electrification. These reductions include but are not limited to emissions reductions from air pollution species such as criteria pollutants and carbon dioxide.

### **Eligibility**

This program is open to applicants with stationary or portable agricultural internal combustion engines, excluding natural gas, as defined in Rate Schedule AG-ICE. Qualifying engines must not be less than 50hp, and must be installed and operational prior to September 1, 2004. A new electric account will be established to serve the new load associated with the electric engine(s) replacing internal combustion engine(s) that are removed from service. The new account will qualify for the enhanced line extension allowance and the AG-ICE rate.

### **Motor/Pump Efficiency Testing**

Applicant agrees that, within ninety days (90) after the date that electricity is first supplied to Applicant's electric pump, Applicant will provide verification of a completed efficiency test to be performed on the pump by a qualified agency or contractor.

### **Tariff Information**

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

Service will be designed and installed based upon the information provided on this application. Required information not supplied shall not constitute a waiver by PG&E of that information. NOTE: Installation of these facilities may require work by applicant on private property. Local authorities need to be contacted for any necessary permits and inspections.

**Payment Information**

In conjunction with submitting the application for new electric service, PG&E may require an engineering advance to cover some of its costs for project review, design work and cost development. This advance is based upon current costs and the amount of work anticipated based upon the information submitted in this application for service. This advance may be credited to the amount owed or refunded without interest when PG&E has completed its engineering work. Before PG&E completes the engineering work, the Applicant may request PG&E to stop that work, and PG&E will deduct from the advance the costs which it has incurred, or refund the balance to the Applicant without interest.

**Other Terms and Conditions of Service**

By signing below, Applicant confirms the following:

Applicant understands that service will be engineered and installed based upon the information provided herein. Applicant agrees to pay PG&E, on demand, for all work PG&E performs and all costs PG&E incurs for this application for service.

If Applicant postpones or cancel this application, Applicant shall pay PG&E for all such work and costs incurred up until the time Applicant notifies PG&E of the postponement or cancellation.

PG&E's costs may include, but are not limited to, labor, material and supplies, (including long lead time materials), transportation, and other direct costs which PG&E allocates to such work.

Incomplete information or any changes made at Applicant's request during the engineering, or after it is completed, will subject Applicant to additional charges and may delay the establishment of service.

Applicant agrees to pay for any damage to new or existing PG&E facilities caused by Applicant or its contractors.

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**IMPORTANT NOTE: Do NOT install the electric main switch until the location is approved by PG&E.**

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**INDICATE ONE OF THE FOLLOWING IS SUPPLIED:**

AIR DISTRICT EQUIVALENT CARL MOYER PROGRAM ATTACHMENT \_\_\_\_\_

PG&E INTERNAL COMBUSTION ENGINE CONVERSION SECTION \_\_\_\_\_

*This pump is located in the South San Joaquin Irrigation District area, YES \_\_\_\_\_, NO \_\_\_\_\_*

**Payment Selection**

*For costs of construction, the Applicant must choose a payment option. By signing below, Applicant affirms that the payment option selected is (check one):*

*The full advanced payment option \_\_\_\_\_*

*The four quarterly payments option \_\_\_\_\_ (subject to the outcome of a credit worthiness review by PG&E. Must provide Social Security Number of Tax Payer Identification if this payment option is selected)*

*Social Security Number \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_*

*OR, Tax Payer Identification Number \_\_\_\_\_*

**As the applicant, I have read the above information and understand the provisions and my responsibilities.**

Applicant's Signature \_\_\_\_\_

Date \_\_\_\_\_

# PG&E INTERNAL COMBUSTION ENGINE CONVERSION INFORMATION SECTION

*Completion of this Attachment is mandatory if:*

- 1) The air district in which the project is located does not offer the Carl Moyer or similar Agricultural Engine Emission Reduction Program; or*
- 2) The applicant opts not to apply for Carl Moyer or similar funding.*

Complete one Attachment per Engine and Associated Replacement Electric Motor

## CURRENT ENGINE

Primary function of engine: (crop irrigation, if other please explain) \_\_\_\_\_  
\_\_\_\_\_

### Check one:

Stationary irrigation pump engine \_\_\_\_\_ Trailer mounted booster pump (portable) \_\_\_\_\_, other, please explain:  
\_\_\_\_\_

Estimated total annual hours of operation: \_\_\_\_\_ Is there any seasonality to the use of the engine? YES / NO.  
If Yes, please explain: \_\_\_\_\_  
\_\_\_\_\_

### Engine type:

Compression Ignition \_\_\_\_\_ Spark Ignition \_\_\_\_\_

Fuel Type \_\_\_\_\_

Estimated annual fuel usage (in gallons) \_\_\_\_\_

Engine Make: \_\_\_\_\_

Engine Model: \_\_\_\_\_

Engine Model Year \_\_\_\_\_

Engine Serial Number \_\_\_\_\_

Manufacturer's maximum brake horsepower \_\_\_\_\_

Primary fuel: Diesel Other (specify) \_\_\_\_\_

Estimated engine life: \_\_\_\_\_

Certified USEPA standardized engine family name if applicable: \_\_\_\_\_

## NEW Electric Motor

Electric Motor Manufacturer: \_\_\_\_\_

Electric Motor Make: \_\_\_\_\_

Electric Motor Model: \_\_\_\_\_

Electric Motor Model Year: \_\_\_\_\_

Electric Motor Serial Number: \_\_\_\_\_

Electric Motor kW: \_\_\_\_\_

Electric Motor Horse Power: \_\_\_\_\_

Electric Motor Code: \_\_\_\_\_ (E, F, G, or H)



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(N)  
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(N)

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Advice Letter No. 2679-E  
Decision No. 05-06-016

Issued by  
**Karen A. Tomcala**  
Vice President  
Regulatory Relations

Date Filed June 27, 2005  
Effective August 1, 2005  
Resolution No. \_\_\_\_\_



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**PG&E Gas and Electric Advice  
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ABAG Power Pool  
Accent Energy  
Aglet Consumer Alliance  
Agnews Developmental Center  
Ahmed, Ali  
Alcantar & Elsesser  
Anderson Donovan & Poole P.C.  
Applied Power Technologies  
APS Energy Services Co Inc  
Arter & Hadden LLP  
Avista Corp  
Barkovich & Yap, Inc.  
BART  
Bartle Wells Associates  
Blue Ridge Gas  
Bohannon Development Co  
BP Energy Company  
Braun & Associates  
C & H Sugar Co.  
CA Bldg Industry Association  
CA Cotton Ginners & Growers Assoc.  
CA League of Food Processors  
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California Energy Commission  
California Farm Bureau Federation  
California Gas Acquisition Svcs  
California ISO  
Calpine  
Calpine Corp  
Calpine Gilroy Cogen  
Cambridge Energy Research Assoc  
Cameron McKenna  
Cardinal Cogen  
Cellnet Data Systems  
Chevron USA Production Co.  
Childress, David A.  
City of Glendale  
City of Healdsburg  
City of Palo Alto  
City of Redding  
CLECA Law Office  
Constellation New Energy  
Cooperative Community Energy  
CPUC  
Creative Technology  
Cross Border Inc  
Crossborder Inc  
CSC Energy Services  
Davis, Wright Tremaine LLP  
Davis, Wright, Tremaine, LLP  
Defense Fuel Support Center  
Department of the Army  
Department of Water & Power City  
DGS Natural Gas Services  
DMM Customer Services  
Douglass & Liddell  
Downey, Brand, Seymour & Rohwer  
Duke Energy  
Duke Energy North America  
Duncan, Virgil E.  
Dutcher, John  
Dynegy Inc.  
Ellison Schneider  
Energy Law Group LLP  
Energy Management Services, LLC  
Enron Energy Services  
Exelon Energy Ohio, Inc  
Exeter Associates  
Foster Farms  
Foster, Wheeler, Martinez  
Franciscan Mobilehome  
Future Resources Associates, Inc  
G. A. Krause & Assoc  
Gas Transmission Northwest Corporation  
GLJ Energy Publications  
Goodin, MacBride, Squeri, Schlotz &  
Hanna & Morton  
Heeg, Peggy A.  
Hitachi Global Storage Technologies  
Hogan Manufacturing, Inc  
House, Lon  
Imperial Irrigation District  
Integrated Utility Consulting Group  
International Power Technology  
Interstate Gas Services, Inc.  
J. R. Wood, Inc  
JTM, Inc  
Kaiser Cement Corp  
Korea Elec Power Corp  
Luce, Forward, Hamilton & Scripps  
Marcus, David  
Masonite Corporation  
Matthew V. Brady & Associates  
Maynor, Donald H.  
McKenzie & Assoc  
McKenzie & Associates  
Meek, Daniel W.  
Mirant California, LLC  
Modesto Irrigation Dist  
Morrison & Foerster  
Morse Richard Weisenmiller & Assoc.  
Navigant Consulting  
New United Motor Mfg, Inc  
Norris & Wong Associates  
North Coast Solar Resources  
Northern California Power Agency  
Office of Energy Assessments  
Palo Alto Muni Utilities  
PG&E National Energy Group  
Pinnacle CNG Company  
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Plurimi, Inc.  
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R. M. Hairston & Company  
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Sempra  
Sempra Energy  
Sequoia Union HS Dist  
SESCO  
Sierra Pacific Power Company  
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Smurfit Stone Container Corp  
Southern California Edison  
SPURR  
St. Paul Assoc  
Stanford University  
Sutherland, Asbill & Brennan  
Tabors Caramanis & Associates  
Tansev and Associates  
Tecogen, Inc  
TFS Energy  
Transwestern Pipeline Co  
Turlock Irrigation District  
U S Borax, Inc  
United Cogen Inc.  
URM Groups  
Utility Cost Management LLC  
Utility Resource Network  
Wellhead Electric Company  
Western Hub Properties, LLC  
White & Case  
WMA