

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298

Tel. No. (415) 703-1691



February 24, 2006

Advice Letter 2699-G

Ms Rose de la Torre
Pacific Gas and Electric Company
77 Beale Street, Room 1088
Mail Code B10C
San Francisco, CA 94105

REGULATORY RELATIONS	
M Brown	Tariffs Section
R De la Torre	D Poster
B Lam	S Ramaiya
FEB 28 2006	
Records	
Return to	File
cc to	

Subject: Gas Transmission Service and Extension Agreement for City of Roseville,
Roseville Energy Park

Dear Ms de la Torre:

Advice Letter 2699-G is effective February 1, 2006. A copy of the advice letter is sent herewith for your records.

Sincerely,

Sean H. Gallagher
Director
Energy Division



**Pacific Gas and
Electric Company®**

Brian K. Cherry
Director
Regulatory Relations

77 Beale Street, Room 1087
San Francisco, CA 94105

Mailing Address
Mail Code B10C
Pacific Gas and Electric Company
P.O. Box 770000
San Francisco, CA 94177

415.973.4977
Internal: 223.4977
Fax: 415.973.7226
Internet: BKC7@pge.com

February 1, 2006

Advice 2699-G

(Pacific Gas and Electric Company ID U39G)

**Subject: Gas Transmission Service and Extension Agreement for City of
Roseville, Roseville Energy Park**

Public Utilities Commission of the State of California

Pursuant to Section X.B. of General Order 96-A, Pacific Gas and Electric Company (PG&E) hereby submits a Gas Transmission Service and Extension Agreement ("Agreement") between PG&E and the City of Roseville (City). The Agreement provides for the construction of new gas facilities to serve City's power plant.

Background

City has requested gas service to its 160 MW Roseville Energy Park (Facility) located in Placer County, California. This proposed load requires approximately 7,478 feet of new service pipe extension, 22,934 feet of reinforcement of existing facilities, a meter set and a tap into Line 123. PG&E has decided on this configuration because: (a) other available interconnections would not provide the pressure or volume of service requested by Facility; and (b) the chosen interconnection and reinforcement are the least-cost alternative. Because these facilities are a customer-specific reinforcement, which will be used solely to serve Facility, it would be inequitable to impose those costs on PG&E's customers. Therefore, PG&E and City negotiated the Agreement for local transmission gas service that is the subject of this filing, under which City has agreed to bear a portion of the cost of the customer-specific transmission reinforcements.

Tariff Provisions

PG&E's gas Rule 15—*Gas Main Extensions*, and gas Rule 16—*Gas Service Extensions* state, in pertinent part:

Rule 15.I, BETTERMENT: Facilities installed for PG&E's operating convenience... to increase the line capacity available to an existing system... will be installed at PG&E's expense.

Rule 15.H, SERVICE FROM TRANSMISSION LINES: PG&E will not tap a gas transmission line except at its option, when conditions in its opinion justify such a tap. Such taps are made in accordance with the provisions of this rule.

Rule 16.E.2, NON-RESIDENTIAL ALLOWANCES: For non-residential Service Extension Applicants the value of such items as connection fittings, service pipe, valves, regulators and metering equipment... will be treated in accordance with the allowance and refund provisions of Rule 15.

Rule 16.H, EXCEPTIONAL CASES, and Rule 15.H. 3. EXCEPTIONAL CASES: When the application of this rule appears impractical or unjust to either party or the ratepayers, PG&E or Applicant may refer the matter to the [Commission] for a special ruling or for the approval of [special conditions] which may be mutually agreed upon.

According to the standard provisions of gas Rule 15, PG&E will normally reinforce existing distribution and transmission facilities, at PG&E's expense, to accommodate required capacity. The Applicant is responsible for paying for new main extensions and service costs, subject to allowance and refund. While the provisions of gas Rules 15 and 16 allow for revenue justification of any allowances granted for main extension and service costs for a period of ten (10) years, there are no provisions in gas Rule 15 for reviewing the utility's transmission reinforcement costs, once the Applicant's load materializes.

If City's operation changes in future years (e.g., the plant changes to a peaker plant and usage at the plant is thus reduced), City would have no further responsibility for the reinforcement costs under the standard provisions of Rules 15 and 16. Consequently, there is a risk that PG&E's significant investment in the transmission upgrade to serve this plant could be underutilized or stranded with no offsetting compensation required from City. For this reason, PG&E and City negotiated the Agreement to ensure that the expected revenues from City's gas usage are sufficient to justify PG&E's total cost of reinforcing the existing transmission facilities.¹

Tariff Deviations

Under the Agreement, PG&E and City propose that the total cost of reinforcing the existing transmission facilities be added to the cost of the new service, and that

¹ In Decision 97-12-098, the Commission stated that, "applicants should receive such free allowances only to the extent that the revenue expected to be received from the load to be served matches the utility's investment ('revenue justifying')." (D.97-12-098, mimeo, at p. 1.)

the total amount (\$8,727,559 less \$12,114 non-refundable payments) be subject to revenue-based allowances and refunds, provided that the Roseville Energy Park load materializes as projected. However, should the nature of City's operation change, resulting in a significantly lower usage, City will be billed for the resulting revenue deficiency according to the standard provisions of gas Rule 15.

The Agreement between PG&E and City includes the following deviations from PG&E's standard form agreements and gas Rules 15 and 16:

- Gas Rule 15 allows for a non-refundable discount option where the Applicant has, in lieu of contributing the refundable amount, the option of contributing, on a non-refundable basis, fifty percent (50%) of such refundable amount. Because of the significant overall cost of this project, and the potential for stranded or underutilized assets, the Agreement does not offer this option.
- PG&E proposes using the Local Transmission component to the mainline extension allowance shown in gas Preliminary Statement Part B--*Default Tariff Components*, for rate Schedule G-EG, the G-EG Mainline Extension Rate and Noncore Customer Access Charge from the same source, Mainline Extension Rates, and also proposes to apply the cost-of-ownership percentage listed in gas Rule 2--*Description of Service*, Section C, for special facilities for utility-financed transmission facilities.² Using this formula will greatly increase up-front allowances to City.

Revision to Form 62-0982--Distribution Service and Extension Agreement--Provisions

As City has committed to having the new plant in operation within 18 months, PG&E has modified the language in Provisions No. 9, "*Amount Subject to Refund*", No. 10, "*Unsupported Extension Cost*" and No. 11, "*Payment Adjustment*" of Form 62-0982--Distribution Service and Extension Agreement--Provisions, to reflect that City will pay a cost-of-ownership charge on any refundable balance, starting at the end of 18 months, instead of the standard 36 months.

Protests

Anyone wishing to protest this filing may do so by sending a letter by **February 21, 2006**, which is 20 days from the date of this filing. The protest must state the grounds upon which it is based, including such items as financial and service impact, and should be submitted expeditiously. Protests should be mailed to:

CPUC – Energy Division
Attention: Tariff Unit

² The cost-of-service factor, which would be 0.1812 under the standard provisions of the tariff, is 0.1404 in the Agreement.

505 Van Ness Avenue
San Francisco, California 94102

Facsimile: (415) 703-2200
E-mail: jjr@cpuc.ca.gov and jnj@cpuc.ca.gov

Protests should also be sent by e-mail and facsimile to Mr. Jerry Royer, Energy Division, as shown above, and by U.S. mail to Mr. Royer at the above address.

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

Protests 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

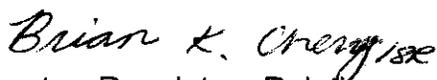
Effective Date

In accordance with Section X.B of General Order 96-A, PG&E hereby notifies all interested parties that this advice filing shall become effective on the date filed. PG&E will add this agreement to its Contracts and Deviations tariffs in a separate advice filing.

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. 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/>


Director, Regulatory Relations

Attachments

CALIFORNIA PUBLIC UTILITIES COMMISSION

ADVICE LETTER FILING SUMMARY ENERGY UTILITY

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

Company name/CPUC Utility No. Pacific Gas and Electric Company (ID39G)

Utility type:

ELC GAS
 PLC HEAT WATER

Contact Person: Shilpa Ramaiya

Phone #: (415) 973- 3186

E-mail: srrd@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) #: 2699-G

Subject of AL: Gas Transmission Service and Extension Agreement for the City of Roseville, Roseville Energy Park

Keywords (choose from CPUC listing): Agreement

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

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

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: N/A

Summarize differences between the AL and the prior withdrawn or rejected AL¹: _____

Resolution Required? Yes No

Requested effective date: 02/01/06

No. of tariff sheets: 0

Estimated system annual revenue effect: (%): N/A

Estimated system average rate effect (%): N/A

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

Tariff schedules affected: N/A

Service affected and changes proposed¹: The proposed agreement provides for the construction of new gas facilities to serve the City of Roseville's power plant.

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

Utility Info (including e-mail)

Attention: Tariff Unit

505 Van Ness Ave.,

San Francisco, CA 94102

jjr@cpuc.ca.gov and jnj@cpuc.ca.gov

¹ Discuss in AL if more space is needed.



Pacific Gas and Electric Company
**TRANSMISSION SERVICE AND EXTENSION AGREEMENT
 DECLARATIONS¹**

- DISTRIBUTION:
 Applicant (original)
 Division (original)
 Cust. Acctg.
 T&CS

REFERENCES:
 Notification # _____
 E-PM # _____
 G-PM # 7047933
 Bill Doc # _____
 MLX # _____
 Customer # _____

Submitted to Applicant by:

ROD BOSCHEE

Date of issuance: NOVEMBER 17, 2005

1. **CIT OF ROSEVILLE, A MUNICIPAL CORPORATION (Applicant)**, has requested **PACIFIC GAS AND ELECTRIC COMPANY**, a California corporation (PG&E), to provide for the installation of **Gas** facilities and to deliver **Gas** energy to the property situated at **5120 Phillip Road, Placer County, California** and described in Exhibit B - Location Map. These facilities shall be installed in accordance with the applicable rules on file with the California Public Utilities Commission (CPUC) and the requirements set forth in the Provisions attached and made part of this agreement.

2. **Construction Options**

Applicant selects under the applicable Rules of 15 and 16 to have:

- PG&E install **Gas Facilities** under provisions of PG&E's Rule 15 and 16, as applicable. PG&E is to install 5.76 miles of 10-inch steel pipeline, and a 10 inch ultrasonic meter set.
- A qualified Contractor installs Gas Transmission facilities under provisions of PG&E's Rule 15 and 16, as applicable.*
- Other: PG&E & Applicant to install Rule 20B Overhead to Underground Conversion, PG&E & Applicant to perform trench, conduit, & substructure installation.

Other: PG&E & Applicant to install Rule 20C Overhead to Underground Conversion, PG&E & Applicant to perform trench, conduit, & substructure installation.

* If Applicant agrees to have a qualified contractor install facilities, PG&E is not bound to perform the installation of said facilities.

Attachments:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Provisions | <input type="checkbox"/> Gas Rule 15 |
| <input checked="" type="checkbox"/> Exhibit A - Cost Summary | <input type="checkbox"/> Electric Rule 15 |
| <input checked="" type="checkbox"/> Exhibit B - location Map | <input type="checkbox"/> Gas Rule 16 |
| <input type="checkbox"/> Gas Rule 2 | <input type="checkbox"/> Electric Rule 16 |
| <input type="checkbox"/> Electric Rule 2 | |
| <input type="checkbox"/> PG&E's General Terms and Conditions for Gas and Electric Service by Applicant | |

Applicant: Please initial here to confirm that you have received all of the Attachments:

[Handwritten Signature]

¹ Automated Document, Preliminary Statement, Part A.

Refund/Discount Option Selection

Applicant, in accordance with PG&E's extension rules, must select **one** of the following options. Please check the boxes for the option and commodities selected (gas). Once the selection has been made, it cannot be changed. Please confirm that selection by initialing the adjacent line.

10-year Refund Option
X Gas Electric

Applicant's Initials WR

- or -

~~Non-Refundable 50% Discount Option~~
~~Gas Electric~~

Applicant's Initials _____

ACCEPTED:

Applicant:

CITY OF ROSEVILLE

BY: W. Craig Robinson
(Authorized Signature)

W. Craig Robinson

(Type or Print Name)

City Manager

TITLE: _____

MAILING ADDRESS:

PACIFIC GAS AND ELECTRIC CO.

BY: Jeffrey D. Butler
(Authorized Signature)

Jeffrey D. Butler
(Type or Print Name)

SVP, Energy Delivery

TITLE: _____

DIVISION: _____

Execution Date: 1/25, 2006

Refund/Discount Option Selection

Applicant, in accordance with PG&E's extension rules, must select one of the following options. Please check the boxes for the option and commodities selected (gas and/or electric). Once the selection has been made, it cannot be changed. Please confirm that selection by initialing the adjacent line.

10-year Refund Option
 Gas Electric

Applicant's Initials _____

- or -

~~Non Refundable 50% Discount Option~~
 Gas Electric

Applicant's Initials _____

GROUP OF APPLICANTS:

ACCEPTED:

Applicant	Address	Amount of Payment/%
_____	_____	\$ _____ / _____
_____	_____	

BY: _____
(Authorized Signature)

Applicant	Address	Amount of Payment/%
_____	_____	\$ _____ / _____
_____	_____	

BY: _____
(Authorized Signature)

Applicant	Address	Amount of Payment/%
_____	_____	\$ _____ / _____
_____	_____	

BY: _____

Applicant

Address

Amount of Payment/%

\$ _____ / _____

BY: _____

(Authorized Signature)

Applicant

Address

Amount of Payment/%

\$ _____ / _____

BY: _____

(Authorized Signature)

Applicant

Address

Amount of Payment/%

\$ _____ / _____

BY: _____

(Authorized Signature)

PACIFIC GAS AND ELECTRIC CO.

BY: _____

(Authorized Signature)

(Type or Print Name)

TITLE: _

DIVISION: _ _

Execution Date: _____, _____



Applicant: City of Roseville

Project Location/Name: Roseville Energy Park, Placer County, California

SUMMARY OF PAYMENTS

The total cash payment you need to make depends upon your selection of the 10 Year Refundable Advance Option or the Non-Refundable Discount Option for your gas and/or electric extension under Rule 15. Since you may elect one option for the gas extension and a different option for the electric extension, several different cash payments are available. Each payment option is summarized below. These payments include all billing under this Agreement including payments subject to refund, and non-refundable payments. To determine what is refundable or non-refundable, or to see full detailed billing information, please see the attached cost summaries. Even if you have no payment due for your gas and/or electric extension (Rule 15), you must still elect the 10 Year Refundable or Non-Refundable Discount Option for each extension on the second page of the Declarations.

10 Year Refundable Advance Option – Gas ⁽¹⁾

\$2,813,903 ⁽²⁾

(1) Amounts shown do not include reimbursements for facilities that are normally the responsibility of PG&E per our tariffs. See the Reimbursement Summary for a total of all Reimbursements to be paid upon acceptance of facilities.
 (2) The payment amount shown on this line includes both refundable payments under Rule 15 for the gas and/or electric extension, plus other non-refundable payments. The total payment is not subject to refund. Please see the attached detailed Cost Summaries to determine the portion of this payment that may be subject to refund.



REFERENCES:

Notification # _____
 GMLX-PM # 7047933
 G16R-PM # _____
 GRR-PM # _____
 MLX # _____

Applicant: Roseville Energy Park

Project Location/Name: Placer County, California

GAS TRANSMISSION MAIN AND SERVICE EXTENSION COST SUMMARY

Cost of Ownership charges as described in the rules and in the Unsupported Extension Cost section of the Provisions of this Agreement: N/A

Total number of residential lots/units for this project: 0
 Total number of non-residential lots/units for this project: 1

Calculations to determine excess residential service allowance to be applied to distribution main refundable amount on a per lot/unit basis:

Cost of Services: ⁽⁵⁾

Engineering & Administrative Costs		_____
Value of Applicant Design Work	(+)	_____
Service Tie-In Cost (pressurized) by PG&E	(+)	_____
Gas Metering & Regulation	(+)	_____
«GOtherType»	(+)	_____
Inspection Fees	(+)	_____ (4)
Service Cost - PG&E installed	(+)	_____ (5)
Service Cost - Applicant installed	(+)	_____ (5)
Total Estimated Cost of Service Subject to Allowance	(=)	_____

Cost of Service Within Allowance:

Residential Service Allowance

Water Heaters: _____ x _____ units	_____
Space Heaters: _____ x _____ units	(+) _____
Oven/Range: _____ x _____ units	(+) _____
Dryer Stub: _____ x _____ units	(+) _____
Total Residential Service Allowance	(=) _____ (1)
Excess Service Cost (Total Cost less Allowance)	(=) _____
Service Cost Within Allowance (Total less Excess)	(=) _____
Average Cost per Lot or Unit Within Allowance	

_____ / _____ = _____

Excess Service Allowance Applied to Distribution Main Refundable

Amount per Lot or Unit:

_____ - _____ = _____ **
 Allowance Ave. Cost / Unit

Allowances

Residential:		X		=	
	<u>Water Heater Allowance</u>		<u>Lots/Units</u>		
		X		=	
	<u>Space Heater Allowance</u>		<u>Lots/Units</u>		
		X		=	
	<u>Oven/Range Allowance</u>		<u>Lots/Units</u>		
		X		=	
	<u>Dryer Stub Allowance</u>		<u>Lots/Units</u>		
SUB TOTAL Residential Allowances					=
plus ITCC @ 35%					(+)
Total Residential Allowance					(=) \$0

Distribution MLX:	<u>\$78,344</u>	/	<u>.1812</u>	=	<u>\$432,359</u>
	Net Annual Revenue		Cost-of-Service-Factor		
Distribution CAC	<u>\$63,624</u>	/	<u>.1812</u>	=	<u>\$351,124</u>
	Net Annual Revenue		Cost-of-Service-Factor		
Trans.@ Risk:	<u>\$796,402</u>	/	<u>.1404</u>	=	<u>\$5,672,380</u>
	Net Annual Revenue		Cost-of-Service-Factor		
Non-Residential Total:					<u>\$6,455,863</u>
plus ITCC @ 35%					(+) <u>\$2,259,552</u>
TOTAL Non-Residential Allowances					(=) <u>\$8,715,415</u>

less Residential Service Allowance:					(-)
	(<u> </u> x <u> </u>)				
	Lots/Units		Ave. Cost / Unit	ITCC	
Total Gas Distribution Main Extension Allowance					(=) <u>\$8,715,415</u>

Amount Subject to Refund

Engineering & Administrative Costs	<u>\$626,156</u>
PG&E Land Rights Costs	(+) <u>\$1,021,233</u>
Tie-In of Distribution by PG&E	(+) <u> </u>
Gas Metering & Regulation (Non-residential Projects)	(+) <u>\$507,696</u>
PG&E installed – Cost of Distribution Main and Non-Res Svcs.	(+) <u>\$4,950,166</u> (5)
Applicant installed – Cost of Distribution Main and Non-Res Svcs.	(+) <u> </u>
PG&E installed – Cost of Distribution Main Trench	(+) <u>\$1,426,011</u> (5)
Applicant installed – Cost of Distribution Main Trench	(+) <u> </u> (4)
Inspection Fees	(+) <u> </u>
SUB TOTAL	(=) <u>\$8,531,262</u>
plus ITCC @ 35%	(+) <u>\$2,985,942</u>
Total Refundable Amount	(=) <u>\$11,517,204</u>
Less Total Allowances (not to exceed Total Refundable Amount)	(-) <u>\$8,715,415</u>
Balance: Net Refundable Amount	(=) <u>\$2,801,789</u>

10 Year Refundable Advance Option	
Balance: Net Refundable Amount	<u>\$2,801,789</u>
Less Credit for Value of Applicant Design Work	(-) <u> </u> (5)
Less Cost of Dist. Main and Non-Res Svcs. Installed by Applicant	(-) <u> </u> (5)
Less Cost of Distribution Main Trench by Applicant	(-) <u> </u>
Net 10 Year Refundable Advance Option Payment	(=) <u>\$2,801,789</u> (2)

Non-Refundable Payments

Rule 16 Non-Refundable Payments

Excess Service Costs	(+) _____	
Service Costs Beyond Preferred Service Location	(+) _____	
Value of Rule 16 Land Rights Costs	(+) _____	\$2,640
Value of Gas Service Trench in the Franchise Area or on 3rd Party Property	(+) _____	
Inspection Fees	(+) _____	
Rule 16 Trench Permits Obtained by PG&E	(+) _____	
Cost of Additional Rule 16 Applicant Design Plan Checks	(+) _____	
SUB TOTAL	(=) _____	\$2,640
Plus ITCC @ 35%	(+) _____	\$924
D.04-05-055 Line Extension Costs – Non-Residential	(+) _____	\$190
Inspection Fees (not subject to ITCC)	(+) _____	
Plus Gas Service Trench installed by PG&E on Private Property	(+) _____	\$8,360
Less Excess Service Facilities Installed by Applicant	(-) _____	
Less Service Costs Beyond Preferred Location by Applicant	(-) _____	
Less Gas Service Trench in the Franchise Area or on 3rd Party Property installed by Applicant	(-) _____	
Less Rule 16 Applicant Design Work Associated with Excess	(-) _____	
Total Rule 16 Non-Refundable Payment	(=) _____	\$12,114

Rule 15 Non-Refundable Payments

Inspection Fees	(+) _____	
Re-engineering / Composite Fees	(+) _____	
Cost of Additional Applicant Design Plan Checks	(+) _____	
Value of Distribution Main Substructures	(+) _____	
PG&E Land Rights Costs	(+) _____	
Rule 15 Trench Permits Obtained by PG&E	(+) _____	
SUB TOTAL	(=) _____	
Plus ITCC @ 35%	(+) _____	
Less Distribution Main Substructures Installed by Applicant	(-) _____	
Total Non-Refundable Gas Rule 15 Payment	(=) _____	

Relocation / Rearrangement of PG&E Facilities

Value of Relocation/Rearrangement System	(+) _____	
Value of Relocation/Rearrangement Substructures	(+) _____	
Value of Relocation/Rearrangement Trench & Excavation	(+) _____	
Engineering & Administrative Costs	(+) _____	

Value of Relocation Applicant Design Work	(+)	_____	
Cost of Additional Applicant Design Plan Checks	(+)	_____	
Tie-In of Relocation/Rearrangement by PG&E	(+)	_____	
Relocation/Rearrangement Trench Permits Obtained by PG&E	(+)	_____	
Relocation/Rearrangement Land Rights	(+)	_____	
Relocation/Rearrangement Inspection Fees	(+)	_____	
SUB TOTAL	(=)	_____	
Plus ITCC @ 35%	(+)	_____	
Plus Relocation/Rearrangement Non Taxable	(+)	_____	
Less Relocation/Rearrangement System Installed by Applicant	(-)	_____	
Less Substructures Installed by Applicant	(-)	_____	
Less Trench & Excavation Provided by Applicant	(-)	_____	
Less Value of Relocation Applicant Design Work	(-)	_____	
Total Relocation/Rearrangement of PG&E Facilities Payment	(=)	_____	(=) _____

Total Payment for Gas Distribution Main and Service Extension

Cash Payment – 10-Year Refundable Advance Option

Rule 15 Refundable Advance Payment		\$2,801,789 ⁽³⁾	
Rule 16 Non-Refundable Payment	(+)	\$12,114	
Rule 15 Non-Refundable Payment	(+)	\$0	
Relocation/Rearrangement of PG&E Facilities Payment	(+)	\$0	
Total	(=)		(=) \$2,813,903

Value of Gas Facility Reinforcements by PG&E: 0 based upon Applicant's estimated gas load of: N/A Mcfh
 (Reference: Payment Adjustments. Excess Facilities section of the Provisions)

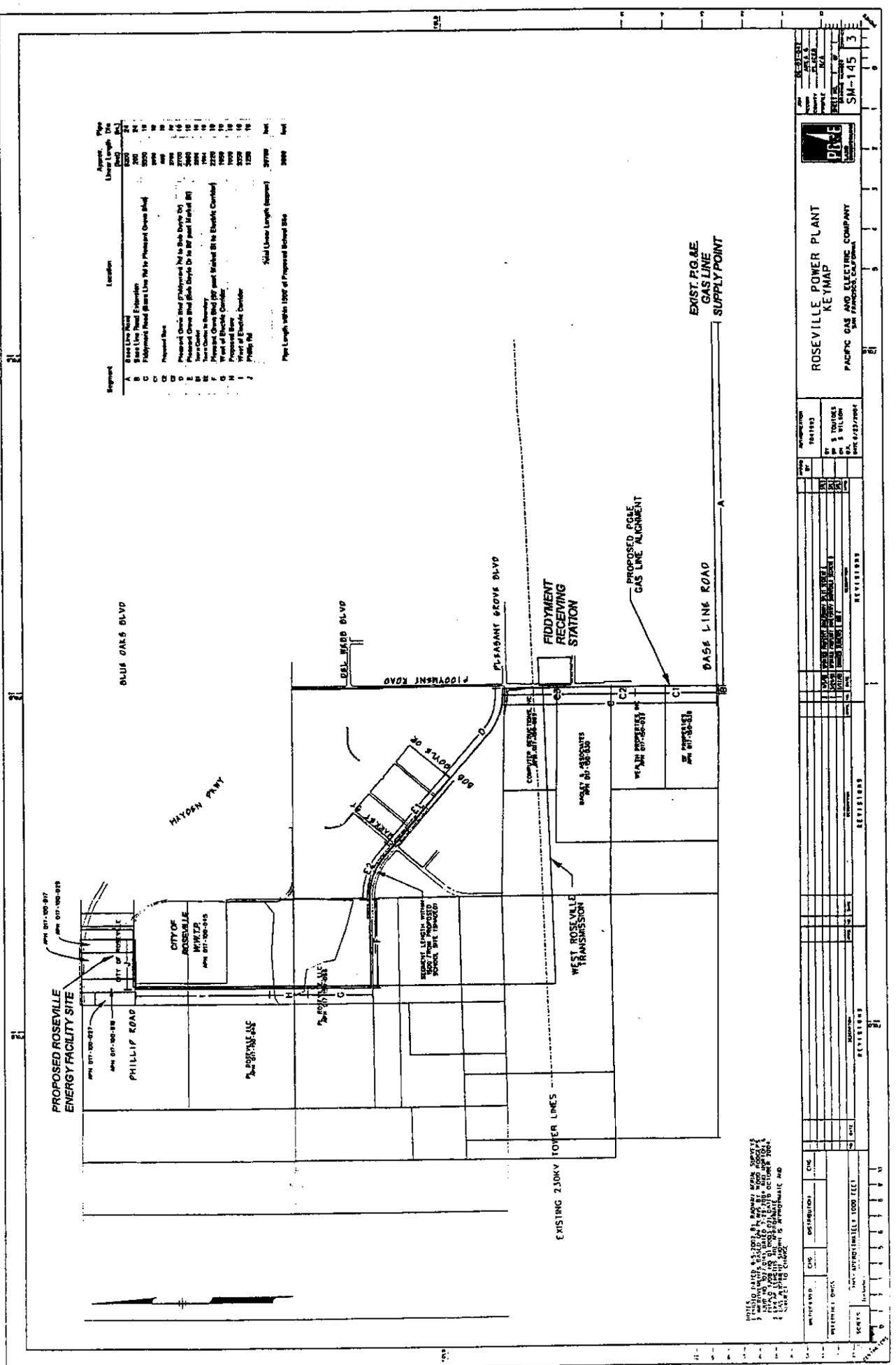
- (1) Total Service Allowance not to exceed the Cost of Service
- (2) 10 Year Refundable and Discount Option credit amounts will be paid upon acceptance of facilities. Credit amounts are subject to future deficiency billing in accordance with the tariff.
- (3) 10 Year Refundable and Discount Option credit amounts do not offset Other Non-Refundable or Relocation Fees. See Reimbursement Summary for a total of Reimbursements and Credits to be paid upon acceptance of facilities.
- (4) Inspection Fees (Only Refundable if Applicant's Actual Cost is Used. Applicant's Cost + Inspection Cannot Exceed PG&E's Estimate)
- (5) The lower of PG&E's estimated costs or the Applicant's Contract Anticipated Costs (as documented on Form 79-1003 "Statement of Contract Anticipated Costs") will be used to establish the cost of Service, Distribution Main and Gas Distribution Trench subject to Allowance.

**** PG&E USE ONLY**

Excess service allowance applied to distribution refundable amount per lot/unit

$$\frac{\text{Allowance}}{\text{}} + \frac{35\% \text{ ITCC}}{\text{}} = \frac{\text{Refund per Residential Lot/Unit}}{\text{}}$$

EXHIBIT B



Segment	Description	Location	Approx. Linear Length (Feet)	Prop. Dia. (Inches)
A	Base Line Road Extension	Base Line Road	100	36
B	Proposed Gas Line (18" Dia) to Pleasant Grove Blvd	Pleasant Grove Blvd	500	36
C	Proposed Gas Line (18" Dia) to Pleasant Grove Blvd	Pleasant Grove Blvd	500	36
D	Proposed Gas Line (18" Dia) to Pleasant Grove Blvd	Pleasant Grove Blvd	500	36
E	Proposed Gas Line (18" Dia) to Pleasant Grove Blvd	Pleasant Grove Blvd	500	36
F	Proposed Gas Line (18" Dia) to Pleasant Grove Blvd	Pleasant Grove Blvd	500	36
G	Proposed Gas Line (18" Dia) to Pleasant Grove Blvd	Pleasant Grove Blvd	500	36
H	Proposed Gas Line (18" Dia) to Pleasant Grove Blvd	Pleasant Grove Blvd	500	36
I	Proposed Gas Line (18" Dia) to Pleasant Grove Blvd	Pleasant Grove Blvd </td <td>500</td> <td>36</td>	500	36
J	Proposed Gas Line (18" Dia) to Pleasant Grove Blvd	Pleasant Grove Blvd	500	36
Total Linear Length (Approx.)			3000	

NOTES:
 1. THIS PLAN IS A PRELIMINARY PLAN AND IS SUBJECT TO CHANGE.
 2. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
 3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 5. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

PROJECT NO.	SM-145-3
DATE	12/15/93
SCALE	AS SHOWN
DRAWN BY	J. W. HARRIS
CHECKED BY	J. W. HARRIS
APPROVED BY	J. W. HARRIS
DATE	12/15/93
PROJECT	ROSEVILLE POWER PLANT
CLIENT	PACIFIC GAS AND ELECTRIC COMPANY
LOCATION	KEYMAP
DATE	12/15/93
SCALE	AS SHOWN
DRAWN BY	J. W. HARRIS
CHECKED BY	J. W. HARRIS
APPROVED BY	J. W. HARRIS
DATE	12/15/93



PROVISIONS

1. As indicated in the Declarations, Applicant has elected to have competitive bidding and has awarded a qualified Contractor or PG&E the responsibility of installing gas and 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 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.

Gas Extensions:

- Installing gas distribution and transmission main pipe, valves, and other related distribution equipment, as specified by PG&E, required to complete the extension including all necessary trenching, backfilling, and other digging as required.
- Furnishing, installing and upon acceptance by PG&E, conveying to PG&E the ownership of all necessary installed substructures and protective structures necessary to contain or support PG&E's gas facilities.

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, 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.

Applicant has elected to have PG&E perform this work and 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.

Upon completion of construction by Applicant and inspection and acceptance by PG&E, title and ownership for the gas and 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 and pressurized supply 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 Gas and Electric Rule 16. Applicant shall be responsible for all service trenching. Applicant has elected to have PG&E perform this work and Applicant shall pay to PG&E, as specified herein and before the start of construction, PG&E's estimated-installed costs thereof.

- 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 on demand and in advance of any construction, a refundable payment, shown in Exhibit A, 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.

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 and refund 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. The total amount subject to refund shall not exceed PG&E's refundable cost estimate.

NON-REFUNDABLE: A non-refundable payment, shown in Exhibit A, 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 residential and non-residential service are provided in accordance with Gas and Electric Rule 15 and are included in Exhibit A, as applicable.

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 either refundable or 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. Amount Subject to Refund.

The total refundable amount set forth in Exhibit A - Cost Summary shall be subject to refund, without interest, on the basis of a new customer's permanent load connected to the line extension that produces additional revenue to PG&E in accordance with the following provisions:

Refunds will be made within ninety (90) days after the date Applicant becomes eligible for a refund except that refunds may be accumulated to a \$50 minimum, or the total refundable balance remaining is less than \$50.

Residential: The refund will be deducted from the total refundable amount. The remaining amount subject to refund represents that portion of the extension cost not supported by revenues.

Non-residential: PG&E shall review Applicant's actual base annual revenue for 3 successive years. The first review will be done 18 months after the date PG&E is first ready to provide service, and each year thereafter for 2 additional years. Applicant shall be responsible for notifying PG&E if new, permanent load is added the fourth through tenth year from the date PG&E is first ready to provide service. Such review shall determine if additional revenue supports any refunds to Applicant.

Refund Period: The total refundable amount is subject to refund for a period of ten (10) years after PG&E is first ready to provide service. No refund shall be made in excess of the refundable amount

nor after a period of (10) years after the date PG&E is first ready to provide service. Any un-refunded amount remaining at the end of the ten-year period shall become the property of PG&E.

Refunds in Series: When there is a series of extensions, beginning with an extension having an outstanding amount subject to refund, and each extension is dependent on the previous extension as a direct source of supply, a series of refunds will be made as follows:

1. Additional service connections supplied from an extension on which there is a refundable amount will provide refunds first to the extensions to which they are connected; and,
2. When the amount subject to refund on an extension in a series is fully refunded, the excess refundable amount will provide refunds to the extension having the oldest outstanding amount subject to refund in the series.

Gas-only Trenching: If Applicant chooses to perform trenching for PG&E's gas facilities, and qualifies for a gas extension allowance, PG&E will provide Applicant with a reimbursement or credit for the lower of PG&E's project-specific estimated costs or Applicant's Contract Anticipated Costs, as reported on Applicant's Statement of Costs form (Form # 79-1003), upon completion and acceptance by PG&E.

Outstanding Payments: Applicant or subsequent assignees of this Agreement shall not be eligible for refunds if there are any outstanding payments due PG&E.

10. Unsupported Extension Cost.

When any portion of the refundable amount has not qualified for a refund at the end of twelve (12) months for electric service or eighteen (18) months for gas service from the date PG&E is first ready to provide service, Applicant will pay to PG&E the Utility Financed Transmission monthly cost-of-ownership charge on the remaining refundable balance. Monthly ownership charges are in addition to the refundable amount, and will normally be accumulated and deducted from refunds due to Applicant.

Payment of such cost-of-ownership charges will normally be made by deduction from the payments to be refunded as described in the Amount Subject to Refund section of this Agreement, but such deduction will not thereafter reduce the amount on which the cost-of-ownership charges are determined. If the amount remaining in the original refundable payment is insufficient to offset the cost-of-ownership charge within the 10-year refund period (described in the Amount Subject to Refund section of this Agreement) PG&E shall have the right to separately bill Applicant for this deficiency for the remaining duration of the 10-year refund period. However, the amount subject to cost-of-ownership charges will continue to be reduced by additional connected loads as defined in the Amount Subject to Refund section of this Agreement. Such ownership charges shall initially be determined from the applicable percentage rate established in the Special Facilities section(s) of PG&E's Gas or Electric Rule 2.

The monthly cost-of-ownership charges herein shall automatically increase or decrease without formal amendment to this Agreement if the Commission should subsequently authorize a higher or lower percentage rate for the monthly cost-of-ownership, effective on the date of such authorization.

This provision does not apply to individual residential applicants.

11. Payment Adjustments.

Contract Compliance. If after six (6) months following the date PG&E is first ready to serve residential loads for which allowances were granted, eighteen (18) months for non-residential loads, Applicant fails to take service; or fails to use the service contracted for, Applicant shall pay to PG&E an additional contribution.

Deficiency Charges for Non-Payment: Applicant shall pay PG&E for any administrative and processing charges associated with collecting any payment adjustments related to this Agreement.

12. Non-Refundable Amount.

Excess Service: PG&E's estimated installed costs for Service Extensions in excess of the allowance, not subject to discount, as defined in PG&E's Gas and Electric Rule 16 as shown in Exhibit A - Cost Summary are non-refundable.

Other Non-refundable Amounts. Applicant shall pay to PG&E a fixed amount as a non-refundable payment, shown in Exhibit A, 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.

13. 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.

14. 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 gas

and 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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 Exhibit A 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 I of Rule 2.

20. 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, and PG&E is unable to proceed hereunder, 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 refundable or additional non-refundable amounts that may be due based on that portion of the distribution system 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 refundable and/or non-refundable payments, Applicant shall pay to PG&E, or PG&E shall refund the balance without interest, to Applicant, as the case may be.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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 for a period of ten years, subject to the termination provision of this Agreement

26. 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, allowances and refund amounts.

**PG&E Gas and Electric Advice
Filing List
General Order 96-A, Section III(G)**

ABAG Power Pool
Accent Energy
Aglet Consumer Alliance
Agnews Developmental Center
Ahmed, Ali
Alcantar & Eisesser
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
CA Water Service Group
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 Texaco
Chevron USA Production Co.
Childress, David A.
City of Glendale
City of Healdsburg
City of Palo Alto
City of Redding
CLECA Law Office
Commerce Energy
Constellation New Energy
Cooperative Community Energy
CPUC
Cross Border Inc
Crossborder Inc
CSC Energy Services
Davis, Wright, Tremaine LLP
Defense Fuel Support Center
Department of the Army
Department of Water & Power City

DGS Natural Gas 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.
IUCG/Sunshine Design LLC
J. R. Wood, Inc
JTM, Inc
Kaiser Cement Corp
Luce, Forward, Hamilton & Scripps
Manatt, Phelps & Phillips
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
PITCO
Plurimi, Inc.
PPL EnergyPlus, LLC
Praxair, Inc.
Price, Roy
Product Development Dept
R. M. Hairston & Company
R. W. Beck & Associates
Recon Research
Regional Cogeneration Service
RMC Lonestar
Sacramento Municipal Utility District
SCD Energy Solutions
Seattle City Light
Sempra
Sempra Energy
Sequola Union HS Dist
SESCO
Sierra Pacific Power Company
Silicon Valley Power
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
Transcanada
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