

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



Pacific Gas & Electric Company
ELC (Corp ID 39)
Status of Advice Letter 6211E
As of June 29, 2021

Subject: Amendment No. 3 to Supplement No. 2 Under the Master Agreement with the Peninsula Corridor Joint Powers Board Regarding the Peninsula Corridor Electrification Project in Accordance with General Order 96-B

Division Assigned: Energy

Date Filed: 05-28-2021

Date to Calendar: 06-02-2021

Authorizing Documents: E-4811

Disposition:	Accepted
Effective Date:	06-28-2021

Resolution Required: No

Resolution Number: None

Commission Meeting Date: None

CPUC Contact Information:

edtariffunit@cpuc.ca.gov

AL Certificate Contact Information:

Stuart Rubio

415-973-4587

PGETariffs@pge.com

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



To: Energy Company Filing Advice Letter

From: Energy Division PAL Coordinator

Subject: Your Advice Letter Filing

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

The AL status certificate indicates:

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- Disposition of Filing (Accepted, Rejected, Withdrawn, etc.)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

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

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

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

May 28, 2021

Advice 6211-E
(Pacific Gas and Electric Company U 39 E)

Public Utilities Commission of the State of California

Subject: Amendment No. 3 to Supplement No. 2 Under the Master Agreement with the Peninsula Corridor Joint Powers Board Regarding the Peninsula Corridor Electrification Project in Accordance with General Order 96-B, Section 9.2.3 and Resolution E-4811

Purpose

Pacific Gas and Electric Company (PG&E) requests approval of this agreement with the Peninsula Corridor Joint Powers Board (JPB or Caltrain) for work related to the design and extension of electric transmission facilities to two JPB traction power substations to provide power for the Caltrain Modernization Program (Electrification Project).

The agreement is Amendment No. 3 to Supplement No. 2 to the Master Agreement between PG&E and JPB (the Master Agreement).¹ The Master Agreement, Supplement No. 1 and the Amendment to Supplement No. 1 were all approved by the California Public Utilities Commission (CPUC or Commission) in Resolution E-4811, subject to the conditions contained therein. Supplement No. 2 was approved by the Commission by Resolution E-4830 on April 28, 2017. As required by Ordering Paragraph 3 of Resolution E-4811, PG&E is submitting this Amendment for approval by the Commission pursuant to Section 9.2.3 of General Order (G.O.) 96-B, and Section 5.3 (8) of the Energy Industry Rules.

Background

The background of the Electrification Project is set forth in PG&E's Advice 4853-E and in Resolution E-4811. The Master Agreement, approved in Resolution E-4811 subject to the conditions therein, governs the overall relationship between PG&E and Caltrain with respect to the Electrification Project. Individual scopes of work are or will be addressed in "Supplements" that will set forth the particular scope of work, the

¹ A copy of Amendment No. 3 to Supplement No. 2 is attached as Attachment 1.

authorized dollar amount, and various milestones, deliverables, and respective responsibilities.

Supplement No. 2 was approved by Resolution E-4830 with an authorized contract amount of up to \$1,000,000 for PG&E's monitoring of and assistance with Caltrain's work on interties for its two traction power substations, including the scope of environmental review, permit responsibility, and land rights.

Amendment No. 1 to Supplement No. 2 was signed to increase the authorized contract amount \$1,000,000 to \$2,800,000. Amendment No. 1 to Supplement No. 2 was executed by JPB and PG&E on April 4, 2018.²

Amendment No. 2 to Supplement No. 2 was signed to address the change in the scope of work and increase the authorized contract amount \$2,800,000 to \$27,800,000. Amendment No. 2 to Supplement No. 2 was executed by JPB and PG&E on March 24, 2020.³

Amendment No. 3 to Supplement No. 2 was signed April 26, 2021 to address the terms regarding certain facilities for the Caltrain intertie project located within Hamline Street.

Discussion

Amendment No. 3 to Supplement No. 2 addresses a change in the terms regarding the Caltrain intertie project for the City of San Jose Hamline St property. This change in the scope of work resulted in adding additional terms and conditions addressing PG&E's construction of the Electrification Project. Specifically, Amendment No. 3 to Supplement No. 2 involves the following modifications to the original agreement:

- PG&E agrees to install the Electric Transmission tubular steel pole and Electric Transmission lines within Hamline Street and obtain an appropriate encroachment permit from the City.
- In the event PG&E is required to relocate this pole in accordance with PG&E obligations under electric franchise agreement with the City, JPB agrees to reimburse PG&E for full costs associated with the relocation work.
- JPB agrees to initiate eminent domain proceedings to acquire record title to this portion of Hamline Street and will pursue such proceedings with due diligence. JPB will keep PG&E informed of the status of such proceedings.

² Amendment No. 1 to Supplement No. 2 was filed in Advice Letter 5305-E and approved by the CPUC on October 19, 2018.

³ Amendment No. 2 to Supplement No. 2 was filed in Advice Letter 5803-E and approved by the CPUC on April 6, 2020.

- In 30 days of acquisition of title to this portion of Hamline Street, JPB will cause an easement to be granted to PG&E substantially in the form identified in this Amendment, with the appropriate legal description included.

Protests

Anyone wishing to protest this filing may do so by letter sent via U.S. mail, facsimile or E-mail, no later than **June 17, 2021**, which is 20 days after the date of this filing. Protests must be submitted to:

CPUC Energy Division
ED Tariff Unit
505 Van Ness Avenue, 4th Floor
San Francisco, California 94102

Facsimile: (415) 703-2200
E-mail: EDTariffUnit@cpuc.ca.gov

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

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

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

Facsimile: (415) 973-3582
E-mail: PGETariffs@pge.com

Any person (including individuals, groups, or organizations) may protest or respond to an advice letter (General Order 96-B, Section 7.4). The protest shall contain the following information: specification of the advice letter protested; grounds for the protest; supporting factual information or legal argument; name, telephone number, postal address, and (where appropriate) e-mail address of the protestant; and statement that the protest was sent to the utility no later than the day on which the protest was submitted to the reviewing Industry Division (General Order 96-B, Section 3.11).

Effective Date

PG&E requests that this Tier 2 advice submittal become effective on regular notice, **June 28, 2021**, which is 30 calendar days after the date of submittal.

Notice

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically and via U.S. mail to parties shown on the attached list. Address changes to the General Order 96-B service list should be directed to PG&E at email address PGETariffs@pge.com. For changes to any other service list, please contact the Commission's Process Office at (415) 703-2021 or at Process_Office@cpuc.ca.gov. Send all electronic approvals to PGETariffs@pge.com. Advice letter filings can also be accessed electronically at: <http://www.pge.com/tariffs/>.

_____/S/

Sidney Dietz
Director, Regulatory Relations

Attachments

Attachment 1: Amendment No. 3 to Supplement No. 2 Under Master Agreement with attached Exhibit A – Form of Easement

cc:

John Funghi, Caltrain FunghiJ@samtrans.com

Stacy Cocke, Caltrain cockes@samtrans.com

Zhenlin Guan, Caltrain guanz@samtrans.com

Liria Larano, Caltrain laranol@samtrans.com

Brian Fitzpatrick, Caltrain fitzpatrickb@samtrans.com

Julie A. Sherman, Hanson Bridgett LLP jsherman@hansonbridgett.com

Joan Cassman, Hanson Bridgett LLP jcassman@hansonbridgett.com



ADVICE LETTER SUMMARY

ENERGY UTILITY



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

Company name/CPUC Utility No.: Pacific Gas and Electric Company (U 39 E)

Utility type:

- ELC GAS WATER
 PLC HEAT

Contact Person: Stuart Rubio

Phone #: (415) 973-4587

E-mail: PGETariffs@pge.com

E-mail Disposition Notice to: SHR8@pge.com

EXPLANATION OF UTILITY TYPE

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

(Date Submitted / Received Stamp by CPUC)

Advice Letter (AL) #: 6211-E

Tier Designation: 2

Subject of AL: Amendment No. 3 to Supplement No. 2 Under the Master Agreement with the Peninsula Corridor Joint Powers Board Regarding the Peninsula Corridor Electrification Project in Accordance with General Order 96-B, Section 9.2.3 and Resolution E-4811

Keywords (choose from CPUC listing): Compliance

AL Type: Monthly Quarterly Annual One-Time Other:

If AL submitted in compliance with a Commission order, indicate relevant Decision/Resolution #: Res. E-4811

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: No

Summarize differences between the AL and the prior withdrawn or rejected AL: N/A

Confidential treatment requested? Yes No

If yes, specification of confidential information:

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

Resolution required? Yes No

Requested effective date: 6/28/21

No. of tariff sheets: N/A

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

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

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

Tariff schedules affected: N/A

Service affected and changes proposed¹: N/A

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

¹Discuss in AL if more space is needed.

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

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

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

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

Advice 6211-E
May 28, 2021

Attachment 1

**Amendment No. 3 to Supplement No. 2 Under Master Agreement
with attached Exhibit A – Form of Easement**

Supplement No. 2 Amendment No. 3

Under Master Agreement (“Master Agreement”) dated April 29, 2016 between Peninsula Corridor Joint Powers Board (“JPB” or “Caltrain”) and Pacific Gas and Electric Company (“PG&E”)

This is Amendment No. 3 to Supplement No. 2 (“Supp. 2”) under the Master Agreement. Capitalized terms used herein but not defined herein have the meaning given in the Master Agreement or another Supplement.

RECITALS

- A. Under Supp. 2, JPB undertook most of the responsibility for design, engineering, procurement, and construction of the Interties (under the Old Supp. 2, as defined below, known as the “Caltrain Work” and hereunder known as the “Caltrain Former Work”) as well as to acquire certain land rights. As of the date of this Amendment, some of the Caltrain Former Work is finished and some is not.
- B. JPB has determined that certain portions of the Caltrain Former Work might be effected more expeditiously by PG&E, notwithstanding certain inefficiencies which will inevitably result from transferring responsibilities to PG&E and documented in Amendment No 2.
- C. As part of the Caltrain Interties project, an Electric Transmission tubular steel pole will be installed in the portion of Hamline Street that borders the VTA property. This location is within a dedicated public street that remains an existing public street administered by the City of San Jose (“City”).
- D. As provided in Supplement 2, Section 9, JPB agreed to provide easements for PG&E Facilities on land owned by JPB prior to construction.
- E. The parties desire to memorialize their agreement for proceeding with the work within Hamline Street and addressing the manner in which a permanent land right will be acquired for the PG&E facilities.

AGREEMENT

- 1. Although an easement has not yet been acquired, PG&E agrees to install the Electric Transmission tubular steel pole and Electric Transmission lines within Hamline Street and obtain an appropriate encroachment permit from the City.
- 2. In the event PG&E is required to relocate this pole in accordance with PG&E obligations under its electric franchise agreement with the City, JPB agrees to reimburse PG&E for full costs associated with the relocation work. Upon completion of the work, PG&E will provide an invoice with supporting documentation to JPB. JPB shall reimburse such cost within 60 days of receipt of the invoice in accordance with section 13 of the Master. The obligations under this section 2 shall continue in full force and effect until JPB conveys an easement for this location in accordance with section 4 below.
- 3. JPB agrees to initiate eminent domain proceedings to acquire record title to this portion of Hamline Street and will pursue such proceedings with due diligence. JPB will keep PG&E informed of the status of such proceedings.

4. In 30 days of acquisition of title to this portion of Hamline Street, JPB will cause an easement to be granted to PG&E in the form of Exhibit A to this Amendment with the appropriate legal description included. This easement will be granted by August 31, 2022. The easement will include the agreed upon finalized plat as per the preliminary drawing in the form of Exhibit B. The easement width will be 40 feet; 20 feet on each side of the transmission line, except where the line and poles follow the property line, then the easement will stop at the property boundary. The easement will also grant an acceptable access road in order for PG&E to access their facilities.

By signing this Amendment No. 3 to Supplement No. 2, both parties agree to the terms hereof.

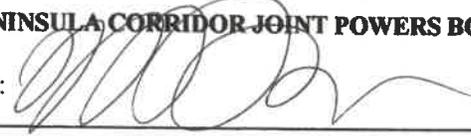
PACIFIC GAS AND ELECTRIC COMPANY

By: 
Name: Jennifer Yamaguchi

2/10/21
Date:

Title: Director of Electric State Infrastructure; PG&E

PENINSULA CORRIDOR JOINT POWERS BOARD

By: 
Name: Michelle Bouchard

4.26.21
Date:

Title: Acting Executive Director

Exhibit A
Form of Easement
[see following page]

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, California 94177

Location: City/Uninc _____

Recording Fee \$ _____

Document Transfer Tax \$ _____

- This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale
- Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

Signature of declarant or agent determining tax

LD# 2307-01-10031

EASEMENT DEED

Caltrain Electrification Project – JPB Power Station San Jose

PENINSULA CORRIDOR JOINT POWERS BOARD, a public agency (“Grantor”), in consideration of value paid by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (“Grantee”), the receipt of which is hereby acknowledged, grants to Grantee the right to excavate for, construct, reconstruct, replace (of initial or any other size), remove, maintain, inspect, and use poles, towers, and/or other structures (or any combination thereof), with such wires and cables as Grantee deems necessary for the transmission and distribution of electric energy and for communication purposes, and all necessary foundations, footings, crossarms, guys, anchors, underground and overhead ground wires, and other appliances, fixtures, and appurtenances, together with a right of way, within the easement area described below, lying within Grantor's lands situated in the City of San Jose, County of Santa Clara, State of California, described as follows:

(APN: 230-41-001)

All of that certain real property as granted to PENINSULA CORRIDOR JOINT POWERS BOARD, a public agency by that certain document entitled “XX”, dated XX and recorded on XX as Document No. XX of Official Records, Santa Clara County California

The easement area is described as follows:

The area described in EXHIBIT XX and shown upon EXHIBIT XX attached hereto and made a part hereof.

Grantor further grants to Grantee:

(a) the right of ingress to and egress from the easement area over and across the lands by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall

occasion the least practicable damage and inconvenience to Grantor, provided, that such right of ingress and egress shall not extend to any portion of the lands which is isolated from the easement area by any public road or highway, now crossing or hereafter crossing the lands;

(b) the right, from time to time, to trim or to cut down, without Grantee paying compensation, any and all trees and brush now or hereafter within the easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of the easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations;

(c) the right from time to time to enlarge, improve, reconstruct, relocate and replace any facilities constructed hereunder with any other number or type of facilities either in the original location or at any alternate location or locations within the easement area;

(d) the right to use such portion of the lands contiguous to the easement area as may be reasonably necessary in connection with the excavation, construction, reconstruction, replacement, removal, maintenance and inspection of the facilities;

(e) the right to install, maintain and use gates in all fences which now cross or shall hereafter cross the easement area; and

(f) the right to mark the location of the easement area by suitable markers set in the ground; provided that the markers shall be placed in fences or other locations which will not interfere with any reasonable use Grantor shall make of the easement area.

Grantee covenants and agrees:

(a) not to fence the easement area;

(b) to repair any damage to the lands caused by Grantee as a result of exercising its right of ingress and egress granted herein; and

(c) to indemnify Grantor against any loss and damage which shall be caused by any wrongful or negligent act or omission of Grantee or of its agents or employees in the course of their employment, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by Grantor's comparative negligence or willful misconduct.

Grantor reserves the right to use the easement area for purposes which will not interfere with Grantee's full enjoyment of the rights hereby granted; provided that Grantor shall not:

(a) place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within the easement area, or diminish or substantially add to the ground level

within the easement area, or construct any fences that will interfere with the maintenance and operation of the facilities.

(b) deposit, or allow to be deposited, earth, rubbish, debris or any other substance or material, whether combustible or noncombustible, within the easement area, which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder;

This document may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated April 26, 2021.

PENINSULA CORRIDOR JOINT POWERS
BOARD, a public agency

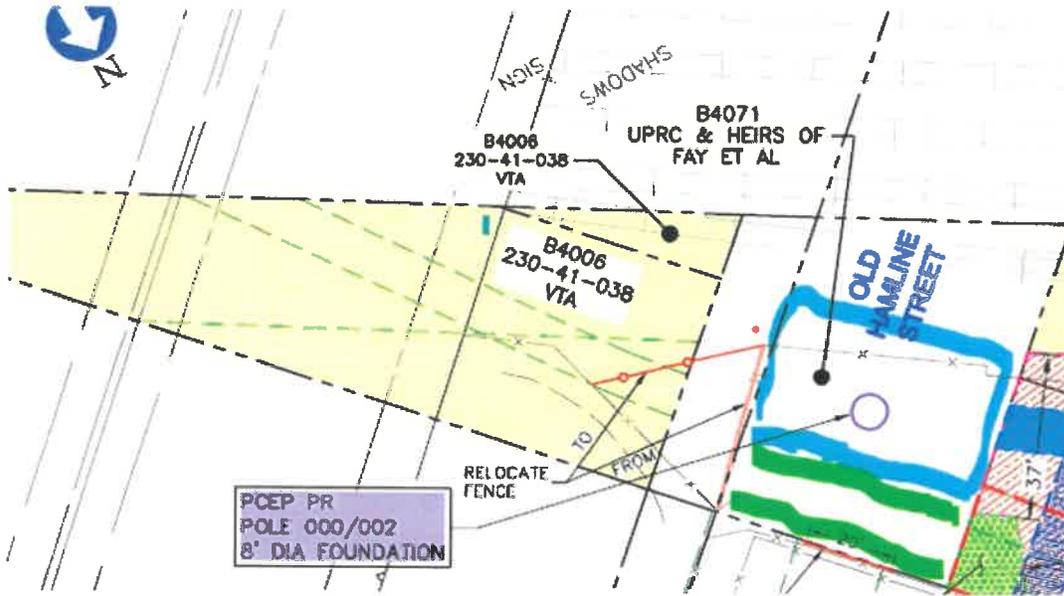
By: 

Name: Michelle Bouchard

Title: Acting Executive Director

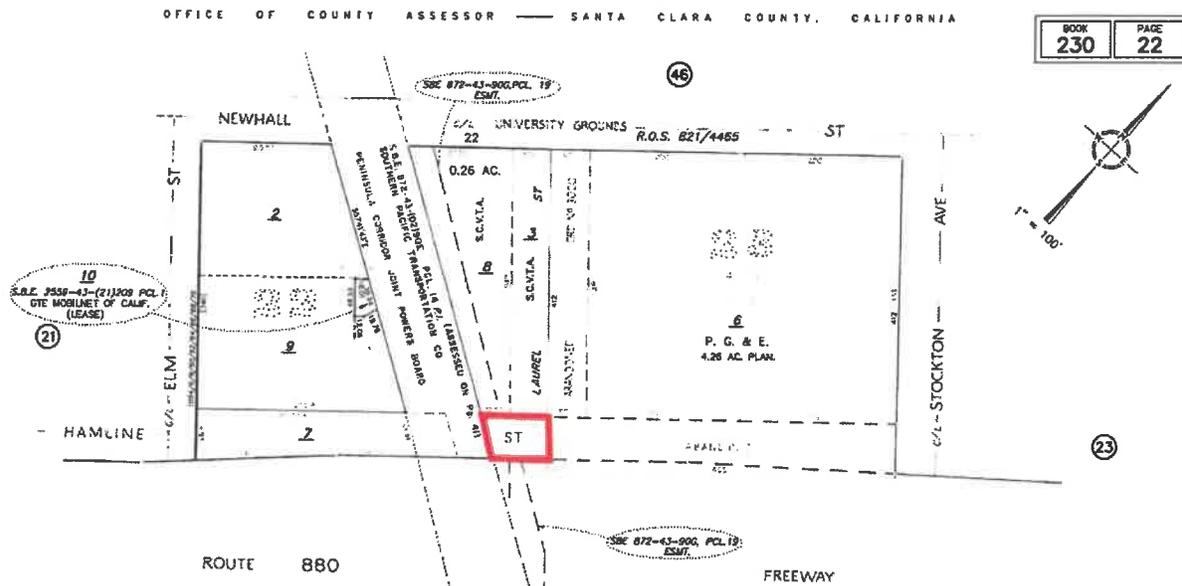
Exhibit B
Preliminary Drawing

Preliminary Drawing



- Blue area is the Proposed PG&E Pole Easement Area; 20' on each side of the transmission line
- Green area is the Proposed PG&E Access Route Easement Area; 12' wide.

The below map shows the portion of Hamline Street between the PCJPB mainline and the existing PG&E property (APN 230-22-006) in San Jose, California.



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

AT&T
Albion Power Company

Alta Power Group, LLC
Anderson & Poole

Atlas ReFuel
BART

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

California Hub for Energy Efficiency
Financing

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

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

Chevron Pipeline and Power
City of Palo Alto

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

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

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

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

Green Power Institute
Hanna & Morton
ICF

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

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

Modesto Irrigation District
NLine Energy, Inc.
NRG Solar

Office of Ratepayer Advocates
OnGrid Solar
Pacific Gas and Electric Company
Peninsula Clean Energy

Pioneer Community Energy

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

SPURR
San Francisco Water Power and Sewer
Sempra Utilities

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

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