

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



February 13, 2024

Advice Letter 4768-G/6973-E; 4768-G-A/6973-E-A

Sidney Bob Dietz II
Director, Regulatory Relations
Pacific Gas and Electric Company
300 Lakeside Drive
Oakland, CA 94612
E-mail: PGETariffs@pge.com

SUBJECT: Modifications to Gas Rule 15, Gas Rule 16, Form 79-1018, Form 79-1169, Form 62-0980 and Form 62-0982 Pursuant to Resolution G-3598 and Decision (D.) 22-09-026

Dear Mr. Dietz:

Pacific Gas and Electric Company Advice Letter 4768-G/6973-E; 4768-G-A/6973-E-A is effective as of July 1, 2023.

Sincerely,

A handwritten signature in black ink that reads "Leuwam Tesfai".

Leuwam Tesfai
Deputy Executive Director for Energy and Climate Policy/
Director, Energy Division
California Public Utilities Commission

June 28, 2023

Advice 4768-G/6973-E

(Pacific Gas and Electric Company ID U 39 M)

Public Utilities Commission of the State of California

Subject: Modifications to Gas Rule 15, Gas Rule 16, Form 79-1018, Form 79-1169, Form 62-0980 and Form 62-0982 Pursuant to Resolution G-3598 and Decision (D.) 22-09-026

Purpose

Pursuant to Ordering Paragraph (OP) 2 in Resolution G-3598, Pacific Gas and Electric Company (“PG&E”) hereby submits this Tier 1 Advice Letter to modify Gas Rule 15 (Gas Main Extensions), Gas Rule 16 (Gas Service Extensions), Form 79-1018 (Residential Rule 16 Electric/Gas Single Service Extensions), Form 79-1169 (Gas and Electric Extension Agreement), Form 62-0980 (Distribution Service and Extension Agreement Declarations) and Form 62-0982 (Distribution Service and Extension Agreement Provisions) to reflect that applications for gas Distribution Main or Service Extension(s) received on or after July 1, 2023, the Applicant is required to pay the total actual costs of the extension.

Background

On January 31, 2019, Rulemaking (R.) 19-01-011 was opened to implement SB 1477, establish a building decarbonization policy framework, and assess any alternatives that could lead to a reduction of greenhouse gas (GHG) emissions associated with energy usage in buildings.

On November 16, 2021, the assigned Commissioner issued an Amended Scoping Memo and Ruling setting forth the issues to be considered in Phase III of the proceeding. Phase III considered eliminating gas line extension allowances (allowances), the 10-year refundable option (refunds), and the 50 percent discount option (discounts) provided under the current utility gas line extension rules (gas rules).

On September 15, 2022, the California Public Utilities Commission (CPUC or the Commission) approved D. 22-09-026¹ which eliminated gas line extension allowances,

¹ The Commission issued D.22-09-026 on September 20, 2022.

discounts, and refunds and established an annual application process for non-residential projects that meet specific eligibility criteria to be effective July 1, 2023. OP 4 states:

“Within 30 days of the date of this order, Pacific Gas and Electric Company, Southern California Gas Company, San Diego Gas & Electric Company, and Southwest Gas Corporation shall each submit a Tier 2 Advice Letter to revise tariffs for their respective gas line extension rules that eliminate gas line extension subsidies in conformance with this decision. The revised tariffs shall include the application process adopted in this decision allowing limited projects meeting the specific eligibility criteria set out in this decision to seek gas line extension allowances, 10-year refunds, or 50 percent discounts payment option.”

On October 20, 2022, PG&E submitted Advice Letter 4669-G/6742-E² in accordance with OP 4 in D.22-09-026. PG&E revised Gas Rule 15 and Gas Rule 16 to reflect the new requirements to become effective on July 1, 2023, along with corresponding changes to Form 79-1018 and Form 79-1169. The CPUC approved PG&E’s Advice Letter 4669-G/6742-E on November 22, 2022, with an effective date of July 1, 2023.

On June 8, 2023, Resolution G-3598 was issued, requiring PG&E to submit a Tier 1 advice letter within 20 days of the adoption of the resolution modifying the tariffs to be consistent with SoCalGas’s and SWG’s existing approved tariffs in their treatment of costs to be paid by the applicant requesting new gas service. Resolution G-3598 made the gas line extension costing principles consistent across California’s four large gas investor-owned utilities. Resolution G-3598 required PG&E to change its tariffs to require applicants requesting gas Distribution Main and Service Extensions to pay actual costs of the extensions rather than estimated costs. PG&E is proposing modifications to Gas Rule 15, Gas Rule 16, Form 79-1018, Form 79-1169, Form 62-0980 and Form 62-0982, as described in the tariff revisions section below.

Tariff Revisions

PG&E proposes the following revisions to its gas and electric tariffs:

- **Gas Rule 15, *Gas Main Extensions***
 - Updated language to include actual cost billing for gas Distribution Main and Service Extensions to be paid by the Applicant.
 - Included definitions of Actual Costs, Betterment and Utility Convenience.
 - Inserted language for discontinuance of service for nonpayment of true-up to actual costs invoice.

² [GAS_4669-G.pdf \(pge.com\)](#)

- **Gas Rule 16, *Gas Service Extensions***
 - Updated language to include actual cost billing for gas Distribution Main and Service Extensions to be paid by the Applicant.
 - Included definitions of Actual Costs, Betterment and Utility Convenience.
 - Inserted language for discontinuance of service for nonpayment of true-up to actual costs invoice.

- **Gas and Electric Form 79-1018, *Residential Rule 16 Electric/Gas Single Service Extensions***
 - Updated language to include actual cost billing for gas Distribution Main and Service Extensions to be paid by the Applicant.
 - Inserted language for discontinuance of service for nonpayment of true-up to actual costs invoice.

- **Gas and Electric Form 79-1169, *Gas and Electric Extension Agreement***
 - Updated language to include actual cost billing for gas Distribution Main and Service Extensions to be paid by the Applicant.
 - Inserted language for discontinuance of service for nonpayment of true-up to actual costs invoice.

- **Gas and Electric Form 62-0980, *Distribution Service and Extension Agreement Declarations***
 - Update to include actual cost billing for gas Distribution Main and Service Extensions to be paid by the Applicant.

- **Gas and Electric Form 62-0982, *Distribution Service and Extension Agreement Provisions***
 - Update to include actual cost billing for gas Distribution Main and Service Extensions to be paid by the Applicant.

For your convenience, redline versions of the tariff revisions are included as Attachment 2. Attachment 2 is based on the approved tariffs that were originally proposed and approved in Advice Letter 4669-G/6742-E effective on July 1, 2023.

Protests

Anyone wishing to protest this submittal may do so by letter sent electronically via E-mail, no later than July 18, 2023, which is 20 days after the date of this submittal. Protests must be submitted to:

CPUC Energy Division
ED Tariff Unit
E-mail: EDTariffUnit@cpuc.ca.gov

The protest shall also be electronically sent to PG&E via E-mail at the address shown below on the same date it is electronically delivered to the Commission:

Sidney Bob Dietz II
Director, Regulatory Relations
c/o Megan Lawson
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 and 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

Pursuant to General Order (GO) 96-B, Rule 5.1, and OP 2 of Resolution G-3598, this advice letter is submitted with a Tier 1 designation. PG&E requests that this Tier 1 advice submittal become effective on July 1, 2023.

Notice

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically to parties shown on the attached list and the parties on the service list for R.19-01-011. 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 submittals can also be accessed electronically at: <http://www.pge.com/tariffs/>.

/S/

Sidney Bob Dietz II
Director, Regulatory Relations
CPUC Communications

Attachments

- Attachment 1 – Tariffs
- Attachment 2 – Redline Tariff Revisions

cc: Service List R.19-01-011



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 (ID U39 M)

Utility type:

- ELC GAS WATER
 PLC HEAT

Contact Person: Kimberly Loo

Phone #: (279)789-6209

E-mail: PGETariffs@pge.com

E-mail Disposition Notice to: KELM@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) #: 4768-G/6973-E

Tier Designation: 1

Subject of AL: Modifications to Gas Rule 15, Gas Rule 16, Form 79-1018, Form 79-1169, Form 62-0980 and Form 62-0982 Pursuant to Resolution G-3598 and Decision (D.) 22-09-026

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 #: G-3598 and D.22-09-026

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:

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: 7/1/23

No. of tariff sheets: 28

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: See Attachment 1

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

California Public Utilities Commission
Energy Division Tariff Unit Email:
EDTariffUnit@cpuc.ca.gov

Contact Name: Sidnev Bob Dietz II. c/o Megan Lawson
Title: Director, Regulatory Relations
Utility/Entity Name: Pacific Gas and Electric Company

Telephone (xxx) xxx-xxxx:
Facsimile (xxx) xxx-xxxx:
Email: PGETariffs@pge.com

Contact Name:
Title:
Utility/Entity Name:

Telephone (xxx) xxx-xxxx:
Facsimile (xxx) xxx-xxxx:
Email:

CPUC
Energy Division Tariff Unit
505 Van Ness Avenue
San Francisco, CA 94102

Clear Form

| Cal P.U.C. Sheet No. | Title of Sheet | Cancelling Cal P.U.C. Sheet No. |
|---------------------------------|--|--|
| 38679-G | Gas Sample Form No. 62-0980 Distribution Service and Extension Agreement Declarations Sheet 1 | 36835-G |
| 38680-G | Gas Sample Form No. 62-0982 Distribution and Service Extension Agreement - Provisions Sheet 1 | 29987-G |
| 38681-G | Gas Sample Form No. 79-1018 Residential Rule 16 Electric/Gas Single Service Extensions Sheet 1 | 32003-G |
| 38682-G | Gas Sample Form No. 79-1169 Gas and Electric Extension Agreement Sheet 1 | 36871-G** |
| 38683-G | GAS RULE NO. 15 GAS MAIN EXTENSIONS Sheet 4 | 38169-G |
| 38684-G | GAS RULE NO. 15 GAS MAIN EXTENSIONS Sheet 5 | 38170-G |
| 38685-G | GAS RULE NO. 15 GAS MAIN EXTENSIONS Sheet 6 | 38171-G |
| 38686-G | GAS RULE NO. 15 GAS MAIN EXTENSIONS Sheet 7 | 38172-G |
| 38687-G | GAS RULE NO. 15 GAS MAIN EXTENSIONS Sheet 8 | 38173-G |
| 38688-G | GAS RULE NO. 15 GAS MAIN EXTENSIONS Sheet 12 | 38177-G |
| 38689-G | GAS RULE NO. 15 GAS MAIN EXTENSIONS Sheet 15 | 36569-G |
| 38690-G | GAS RULE NO. 15 GAS MAIN EXTENSIONS Sheet 18 | 36572-G |
| 38691-G | GAS RULE NO. 16 GAS SERVICE EXTENSIONS Sheet 11 | 36583-G |
| 38692-G | GAS RULE NO. 16 GAS SERVICE EXTENSIONS Sheet 13 | 36585-G |

| Cal P.U.C. Sheet No. | Title of Sheet | Cancelling Cal P.U.C. Sheet No. |
|---------------------------------|---|--|
| 38693-G | GAS RULE NO. 16 GAS SERVICE EXTENSIONS Sheet 14 | 36586-G |
| 38694-G | GAS RULE NO. 16 GAS SERVICE EXTENSIONS Sheet 15 | 38182-G |
| 38695-G | GAS RULE NO. 16 GAS SERVICE EXTENSIONS Sheet 16 | 38183-G |
| 38696-G | GAS RULE NO. 16 GAS SERVICE EXTENSIONS Sheet 17 | 36589-G |
| 38697-G | GAS TABLE OF CONTENTS Sheet 1 | 38638-G |
| 38698-G | GAS TABLE OF CONTENTS Sheet 6 | 38557-G |
| 38699-G | GAS TABLE OF CONTENTS Sheet 7 | 38590-G |
| 38700-G | GAS TABLE OF CONTENTS Sheet 9 | 38591-G |



Gas Sample Form No. 62-0980
Distribution Service and Extension Agreement Declarations

Sheet 1

**Please Refer to Attached
Sample Form**



DISTRIBUTION:
 Applicant (copy)
 Division (copy)
 CFM(Original)

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

DISTRIBUTION SERVICE AND EXTENSION AGREEMENT DECLARATIONS¹

Submitted to Applicant by:

PG&E REP NAME

Date of issuance: _____

1. _____ (**Applicant**), has requested **PACIFIC GAS AND ELECTRIC COMPANY**, a California corporation (PG&E), to deliver **Gas / Electric** energy to the property situated at **Enter Address Here** and shown on the attached drawings.
2. **Applicable Documents.** The cost summary for the facilities to be installed is attached hereto as Exhibit A. These facilities shall be installed in accordance with the applicable rules on file with the California Public Utilities Commission (which may include Gas and Electric Rules 2, 13, 15, 16, and 20), as well as the requirements set forth in the Provisions (Form 62-0982) and the General Terms and Conditions for Gas and Electric Service by Applicant (Form 79-716) These documents are located online in PG&E's Tariff Book, which is available at <http://www.pge.com/> Should you require hard copies please contact your PG&E Representative.
3. **Construction Options.** The responsibility for providing line extension work is divided between PG&E and the Applicant. However, Applicant may choose to have a qualified contractor perform some of the work that is PG&E's responsibility, and may choose to have PG&E perform some or all of the work that is the Applicant's responsibility. Applicants who submit a new application for gas Distribution Main or Service Extension(s) on or after July 1, 2023, must pay PG&E its total estimated installed cost upon contract execution, in advance of PG&E commencing its work. Upon completion of the work and determination of actual costs, PG&E will provide Applicant with a final invoice or refund to account for a true-up to actual costs (excluding Betterment and Utility Convenience). For new applications for gas Distribution Main or Service Extension(s) submitted before July 1, 2023, and Electric Projects, PG&E will reimburse or collect money based on its estimate of the costs, (excluding Betterment and Utility Convenience), subject to the applicable rules. An Applicant's failure to pay a final invoice in a timely manner is a violation of PG&E's Gas Rules 15/16 and may result in discontinuance of service. Based on Applicant's request, the contract costs are based on the following construction options:

| PG&E Responsibility ¹ | | To Be Performed By | |
|----------------------------------|--|--------------------------|--------------------------|
| | | PG&E | Applicant |
| Gas | Main Trench | <input type="checkbox"/> | <input type="checkbox"/> |
| | Main Pipe Installation | <input type="checkbox"/> | <input type="checkbox"/> |
| | Service Pipe Installation | <input type="checkbox"/> | <input type="checkbox"/> |
| Electric | Distribution Wire and Equipment Installation | <input type="checkbox"/> | <input type="checkbox"/> |
| | Service Wire Installation | <input type="checkbox"/> | <input type="checkbox"/> |

| Applicant Responsibility ² | | To Be Performed By | |
|---------------------------------------|--|--------------------------|--------------------------|
| | | PG&E | Applicant |
| Gas | Service Trench | <input type="checkbox"/> | <input type="checkbox"/> |
| Electric | Distribution Trench | <input type="checkbox"/> | <input type="checkbox"/> |
| | Service Trench | <input type="checkbox"/> | <input type="checkbox"/> |
| | Distribution Substructure Installation | <input type="checkbox"/> | <input type="checkbox"/> |
| | Service Substructure Installation | <input type="checkbox"/> | <input type="checkbox"/> |

^{1.} PG&E's responsibilities per Rule 15.b.1.b and Rule 16.D.2

^{2.} Applicant's responsibilities per Rule 15.b.1.a and Rule 16.D.1

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.



DISTRIBUTION SERVICE AND EXTENSION AGREEMENT DECLARATIONS

4. N/A

Refund/Discount Option Selection.

Applicant, in accordance with PG&E's extension rules, must select **one** of the following options for each commodity you are requesting service (gas and/or electric). Once the selection has been made, it cannot be changed.

| Gas | Electric |
|---|---|
| <input type="checkbox"/> 10-Year Subject to Refund Option - or - | <input type="checkbox"/> 10-Year Subject to Refund Option - or - |
| <input type="checkbox"/> Non-Refundable 50% Discount Option | <input type="checkbox"/> Non-Refundable 50% Discount Option |

ACCEPTED:

APPLICANT:

BY: _____
(Authorized Signature)

(Type or Print Name)

DATE: _____

MAILING ADDRESS: _____

PACIFIC GAS AND ELECTRIC CO.:

BY: _____
(Authorized Signature)

(Type or Print Name)

TITLE: _____

DIVISION: _____

DATE: _____



DISTRIBUTION SERVICE AND EXTENSION AGREEMENT DECLARATIONS

4. N/A

Refund/Discount Option Selection

Applicant, in accordance with PG&E's extension rules, must select **one** of the following options for each commodity you are requesting service (gas and/or electric). Once the selection has been made, it cannot be changed.

| Gas | Electric |
|---|---|
| <input type="checkbox"/> 10-Year Subject to Refund Option | <input type="checkbox"/> 10-Year Subject to Refund Option |
| - or - | - or - |
| <input type="checkbox"/> Non-Refundable 50% Discount Option | <input type="checkbox"/> Non-Refundable 50% Discount Option |

ACCEPTED:

GROUP OF APPLICANTS:

| | | |
|--|----------------------------------|--|
| BY: _____ (Authorized Signature) | MAILING ADDRESS: _____ | Amount of Payment/% \$ _____ / _____ |
| _____ | _____ | |
| (Type or Print Name) | | |

DATE: _____

| | | |
|--|----------------------------------|--|
| BY: _____ (Authorized Signature) | MAILING ADDRESS: _____ | Amount of Payment/% \$ _____ / _____ |
| _____ | _____ | |
| (Type or Print Name) | | |

DATE: _____

| | | |
|--|----------------------------------|--|
| BY: _____ (Authorized Signature) | MAILING ADDRESS: _____ | Amount of Payment/% \$ _____ / _____ |
| _____ | _____ | |
| (Type or Print Name) | | |

DATE: _____



DISTRIBUTION SERVICE AND EXTENSION AGREEMENT DECLARATIONS

BY: _____ **MAILING ADDRESS:** _____ **Amount of Payment/%**
(Authorized Signature) _____ \$ _____ / _____

(Type or Print Name) _____

DATE: _____

BY: _____ **MAILING ADDRESS:** _____ **Amount of Payment/%**
(Authorized Signature) _____ \$ _____ / _____

(Type or Print Name) _____

DATE: _____

PACIFIC GAS AND ELECTRIC CO.:

BY: _____
(Authorized Signature)

(Type or Print Name)

TITLE: _____

DIVISION: _____

DATE: _____



Gas Sample Form No. 62-0982
Distribution and Service Extension Agreement - Provisions

Sheet 1

**Please Refer to Attached
Sample Form**

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT - 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 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.

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. Applicants who submit a new application for gas Distribution Main or Service Extension(s) on or after July 1, 2023, must pay PG&E its total estimated cost upon contract execution in advance of PG&E commencing its work.

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT - PROVISIONS

Upon completion of the work and determination of final actual costs, PG&E will provide Applicant with a final invoice or refund to account for a true-up to actual costs (excluding Betterment and Utility Convenience). For Electric Projects, PG&E will collect costs and provide reimbursements based on its estimated costs (excluding Betterment and Utility Convenience),

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.

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.

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT - PROVISIONS

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

8. Allowances and Payments.

Applicants who submit a new application for Gas Distribution Main or Service Extension(s) on or after July 1, 2023, must pay PG&E its total estimated cost upon contract execution in advance of PG&E commencing its work. Upon completion of the work and determination of final actual costs, PG&E will provide Applicant with a final invoice or refund to account for a true-up to actual costs (excluding Betterment and Utility Convenience). For Electric Projects, PG&E will collect costs and provide reimbursements based on its estimated costs (excluding Betterment and Utility Convenience),

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.

An Applicant's failure to pay a final invoice in a timely manner is a violation of PG&E's Gas Rules 15/16 and may result in discontinuance of service.

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. New applications for gas Distribution Main or Service Extensions submitted on or after July 1, 2023, will be subject to an Actual cost true-up or reconciliation of fees as appropriate.

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.

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT - PROVISIONS

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 each year for the first three years from the date PG&E is first ready to provide service. 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 unrefunded 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 thirty-six (36) months for gas service from the date PG&E is first ready to provide service, Applicant will pay to PG&E a 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.

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT - PROVISIONS

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, one (1) year 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.

Excess Facilities: If the loads provided by Applicant(s) results in Applicant, the approved contractor or PG&E having installed facilities which are in excess of those needed to serve the actual loads, PG&E may elect to do the following:

(a) For new applications for gas Distribution Main or Service Extensions submitted before July 1, 2023 and Electric Projects: (1) Applicant shall pay PG&E its estimated cost to remove, abandon, alter, or replace the excess facilities, including those facilities that PG&E reinforced, enlarged, or replaced in anticipation of Applicant's proposed load, less the estimated salvage for any removed facilities, or (2) Applicant shall pay PG&E 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, which are in excess of those facilities needed to serve Applicant's actual load. The total cost of the facilities PG&E reinforced, enlarged, or replaced are shown in Exhibit A.

(b) For Gas Eligible Projects, if the loads provided by Applicant(s) results in Applicant, the approved contractor or PG&E having installed facilities which are in excess of those needed to serve the actual loads, PG&E may elect to do the following: (1) Applicant shall pay PG&E its actual cost to remove, abandon, alter, or replace the excess facilities, including those facilities that PG&E reinforced, enlarged, or replaced in anticipation of Applicant's proposed load, less the actual salvage for any removed facilities in accordance with Section B.3.a., of Gas Rule No.15 Gas Main Extensions, or (2) Applicant shall pay PG&E 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, which are in excess of those facilities needed to serve Applicant's actual load. The total cost of the facilities PG&E reinforced, enlarged, or replaced are shown in Exhibit A.

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.

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT - PROVISIONS

12. Non-Refundable Amount.

Discount Option: Competitive Bidding - Installation by Applicant. In lieu of receiving refunds for the total refundable amount described in the Amount Subject to Refund section, Applicant may elect the Discount Option. Upon completion, acceptance and conveyance of the gas and electric facilities to PG&E, in accordance with the provisions of this Agreement, Applicant may elect to receive a lump sum payment of fifty percent (50%) of the refundable amount as shown in Exhibit A - Cost Summary.

Discount Option: Competitive Bidding - Installation by PG&E. In lieu of contributing the total refundable amount described in the Amount Subject to Refund section, Applicant has the option of contributing, on a non-refundable basis, fifty percent (50%) of the refundable amount as shown in Exhibit A - Cost Summary.

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.

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT - PROVISIONS

- 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

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT - PROVISIONS

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 (and Actual cost true-up for Gas-Eligible Projects only) 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 (and Actual cost true-up for Gas-Eligible Projects only) 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.

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT - PROVISIONS

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.

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT - PROVISIONS

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.



Gas Sample Form No. 79-1018
Residential Rule 16 Electric/Gas Single Service Extensions

Sheet 1

**Please Refer to Attached
Sample Form**



Residential Rule 16 Gas and Electric Single Service Extension*

For Internal Use

Notification #
G-PM #
E-PM #
Prior MLX/PM #
Customer #

[DATE]

[CUSTOMER NAME]
[ADDRESS]
[CITY, STATE, ZIP]

RE: [PROJECT NAME,
ADDRESS]

Dear [CUSTOMER NAME]:

We are writing to let you know Pacific Gas and Electric Company (PG&E) will extend its facilities to provide residential gas and electric service to the project address listed above. This letter, including PG&E's tariffs, which are incorporated by reference below, will serve as our contract. As required by the California Public Utilities Commission (CPUC), special facilities will be handled in a separate contract. Per Decision 22-09-026, Residential Customers submitting an application for new gas service on or after July 1, 2023, do not qualify for Allowances, Refunds or Discount Option. Applicants who submit a new application for gas Service Extension(s) on or after July 1, 2023, must pay PG&E its total estimated installed cost upon contract execution, in advance of PG&E commencing its work. Upon completion of the work and determination of actual costs, PG&E will provide Applicant with a final invoice or refund to account for a true-up to actual costs (excluding Betterment and Utility Convenience). An Applicant's failure to pay a final invoice in a timely manner is a violation of PG&E's Gas Rules 15/16 and may result in discontinuance of service.

Please complete the following three steps to execute this contract.

1 Review the following project cost summary information.

| | GAS | ELECTRIC |
|--|----------------|----------|
| Total Service Costs | \$ | \$ |
| Residential allowance, a CPUC-approved credit applied to the cost of the job | NOT APPLICABLE | -\$ |
| Advance payment credit | -\$ | -\$ |
| Subtotal | \$ | \$ |
| Total Due (gas and electric) | \$ | |

All amounts include the Income Tax Component of Contribution (ITCC) PG&E is required to charge customers, where applicable.

2 Review these important terms and conditions.

This single-service extension agreement is allowed under PG&E's tariffs, including Gas and Electric rules 2, 15 and 16; Distribution and Service Extension Agreement-Provisions (Form 62-0982) and General Terms & Conditions for Gas and Electric Extension & Service Construction by Applicant (Form 79-716), all as approved and authorized by the CPUC. This agreement at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

You can view PG&E's tariffs online at pge.com/tariffs or contact me directly as indicated below.

3 After completing steps 1 and 2, complete and return the following items to PG&E.

- Submit the Payment Coupon with Total Due.
- Sign and return the enclosed Statement of Applicant's Contract Anticipated Costs (SACAC) [Form 79-1003] [explanation in box at right].

Please provide your payment and required forms within 90 days from [DATE]. PG&E is not bound by the costs set forth above if payment and the signed forms are not received by PG&E within 90 days.

If you have any questions, please contact me at [PG&E REP PHONE #] or by email at [LAN ID]@pge.com.

Sincerely,
[PG&E REPRESENTATIVE'S NAME]
New Business Project Coordinator, Pacific Gas and Electric Company

ADDITIONAL INFORMATION

What is the SACAC form?

Under PG&E's Rule 16, you have a choice: you can perform the work yourself, hire a qualified contractor to perform the work or hire PG&E to do the work. We are required by the CPUC to provide you with PG&E's costs.

This form identifies our cost for the refundable service that is PG&E's responsibility to install. PG&E's costs were developed based on your choices within the application and may change if you change that choice.

How do I fill out the SACAC?

If you want to do this work yourself or have a qualified contractor do this work, please enter your estimated costs in the section of the SACAC form entitled "Applicant Costs" or check the box in the section entitled "Applicant's Election Not To Provide Costs," sign and return to PG&E. PG&E will send you a revised agreement by return mail only if you choose to provide your estimated costs.

If you want PG&E to do this work, please check the section "Applicant's Election Not to Provide Costs," sign and return the SACAC form along with a check for the Total Due specified in the table above.

You must return the completed SACAC form to PG&E regardless of who you choose to do the work.

Please follow payment instructions found on your Payment Coupon.

BARCODE

*Automated Document, Preliminary Statement, Part A

Form 79-1018
Advice 4768-G/6973-E
June 2023



Gas Sample Form No. 79-1169
Gas and Electric Extension Agreement

Sheet 1

**Please Refer to Attached
Sample Form**



[DATE]

Gas and Electric Extension Agreement*

For Internal Use

Notification #
G-PM #
E-PM #
Prior MLX/PM #
Customer #

[CUSTOMER NAME]
[ADDRESS]
[CITY, STATE, ZIP]

RE: [PROJECT NAME,
ADDRESS]

Dear [CUSTOMER NAME]:

We are writing to let you know Pacific Gas and Electric Company (PG&E) will extend its facilities to provide the requested gas and electric service to the project address listed above. PG&E's costs have been developed based on the choices and information provided in your application and may change if you make changes. This letter, including PG&E's tariffs, which are incorporated by reference below, will serve as our contract. As required by the California Public Utilities Commission (CPUC), special facilities will be handled in a separate contract. Per Decision 22-09-026, Residential Customers submitting an application for new gas service on or after July 1, 2023, do not qualify for Allowances, Refunds or Discount Option. Applicants who submit a new application for gas Distribution Main Extension(s) on or after July 1, 2023, must pay PG&E its total estimated installed cost upon contract execution, in advance of PG&E commencing its work. Upon completion of the work and determination of actual costs, PG&E will provide Applicant with a final invoice or refund to account for a true-up to actual costs. An Applicant's failure to pay a final invoice in a timely manner is a violation of PG&E's Gas Rules 15/16 and may result in discontinuance of service. Non-Residential Customers submitting an application for new gas service on or after July 1, 2023 may qualify for Allowances, Refunds or Discount Option if approved by the CPUC.

Please complete the following four steps to execute this contract.

1 Review the following work responsibilities and cost information.

| WORK TO BE DONE BY | GAS MAIN | | GAS SERVICE | | ELECTRIC DISTRIBUTION | | | ELECTRIC SERVICE | | |
|--------------------|----------|------|-------------|------|-----------------------|---------|------------|------------------|---------|------------|
| | Trench | Pipe | Trench | Pipe | Trench | Substr. | Facilities | Trench | Substr. | Facilities |
| PG&E | | | | | | | | | | |
| Customer | | | | | | | | | | |

| | GAS | ELECTRIC |
|------------------------------------|-----|----------|
| Total non-refundable project costs | \$ | \$ |
| Refundable extension costs | \$ | \$ |
| Allowances (credit) | -\$ | -\$ |
| Net refundable amount | =\$ | =\$ |

| 10-YEAR REFUNDABLE OPTION | | |
|--|-----|-----|
| Net refundable amount | \$ | \$ |
| Credit for value of design and/or facilities provided by applicant | -\$ | -\$ |
| Total non-refundable project costs | +\$ | +\$ |
| Total (if you select this option) | =\$ | =\$ |

| NON-REFUNDABLE 50% DISCOUNT OPTION | | |
|--|-----|-----|
| Net refundable amount | \$ | \$ |
| Discount: 50% of Net refundable amount | -\$ | -\$ |
| Credit for value of design and/or facilities provided by applicant | -\$ | -\$ |
| Total non-refundable project costs | +\$ | +\$ |
| Total (if you select this option) | =\$ | =\$ |

| | | |
|---|----|----|
| Potential refund per residential lot/unit | \$ | \$ |
|---|----|----|

| Potential reimbursement per service completion | | |
|--|----|----|
| Pressurized or energized system | \$ | \$ |
| Not pressurized or energized system | \$ | \$ |

| | | |
|--|----|----|
| Reimbursement for other work performed | \$ | \$ |
|--|----|----|

All amounts listed include the Income Tax Component of Contribution (ITCC) PG&E is required to charge customers, where applicable.

DEFINITIONS AND EXPLANATIONS OF TERMS

(For more detail see rules 15 and 16):

Total non-refundable project costs include costs for work such as electric trench and excavation, conduits, inspections, streetlights, conversion from overhead to underground and contract processing.

Refundable extension costs include costs for facilities such as electric conductor, transformers and poles; gas pipe, gas share of distribution trench and regulators; and meters.

Allowances are a credit against refundable extension costs. They are based upon the number of residential units expected to be connected within the first six months and the expected annual non-residential net (distribution) revenue from your project.

Allowances granted under either option are subject to **deficiency billing** if the number of residential units connected or the annual non-residential net revenue falls below the forecast used to calculate the allowances.

Net refundable amount is the portion of overall costs eligible for refund to you based upon additional residential meters being set or upon increases in non-residential annual net (distribution) revenue. A cost-of-ownership charge is assessed against the Net refundable amount (except for individual residential applicants) per Rule 15.

Potential refund per residential lot/unit is for those lots/units for which you did not already receive an allowance (i.e., units not expected to be connected in the first six months). Any refunds may be decreased or eliminated by cost-of-ownership charges assessed under the provisions of Rule 15.

Potential reimbursement per service completion is the amount to which a customer may be entitled for performing certain service connection work PG&E would otherwise perform when installing service extensions and are not to be confused with refunds.

Reimbursement for other work performed is the amount to which a customer may be entitled for performing certain work (other than service completions) that normally is PG&E's responsibility.



† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

*Automated Document, Preliminary Statement, Part A

Form 79-1169
Advice 4968-G/6973-E
June 2023



Gas and Electric Extension Agreement

2 Select one of the following payment options.

- 10-Year Refundable Option for Gas and Electric
- Non-Refundable 50 Percent Discount Option for Gas and Electric
- 10-Year Refundable Option for Gas and Non-Refundable 50 Percent Discount Option for Electric
- Non-Refundable 50 Percent Discount Option for Gas and 10-Year Refundable Option for Electric

| Gas | | Electric | | Advance | | Total Due |
|----------------------|---|----------------------|---|----------------------|---|----------------------|
| <input type="text"/> | + | <input type="text"/> | - | <input type="text"/> | = | <input type="text"/> |
| <input type="text"/> | + | <input type="text"/> | - | <input type="text"/> | = | <input type="text"/> |
| <input type="text"/> | + | <input type="text"/> | - | <input type="text"/> | = | <input type="text"/> |
| <input type="text"/> | + | <input type="text"/> | - | <input type="text"/> | = | <input type="text"/> |

3 Review these important terms and conditions.

This Gas and Electric Extension Agreement is controlled by, and incorporates by reference, PG&E's tariffs, including Gas and Electric rules 2, 15, and 16; the Distribution and Service Extension Agreement-Provisions (Form 62-0982) and the General Terms & Conditions for Gas and Electric Extension & Service Construction by Applicant (Form 79-716), all as approved and authorized by the CPUC. This agreement at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

You can view PG&E's tariffs online at pge.com/tariffs or contact the PG&E representative listed below. Additional details underlying the amounts shown in this agreement, as well as the calculation of allowances, refunds or deficiency bills can also be provided by your local PG&E representative.

4 After completing steps 1, 2 and 3 and having checked one, but only one, of the four payment options above, please complete and return the following items to PG&E.

- Sign and return this contract as indicated below.
- Submit the Payment Coupon with Total Due based on your option selected.
- Sign and return the enclosed Statement of Applicant's Contract Anticipated Costs (SACAC) [Form 79-1003] (explanation in box to the right).

Please provide your payment and required forms within 90 days from [DATE]. PG&E is not bound by the costs set forth above if payment and the signed forms are not received by PG&E within 90 days.

If you have any questions, please contact [PG&E REP NAME] at [PHONE #] or by email at [LAN ID]@pge.com.

ADDITIONAL INFORMATION

What is the SACAC form?

Under PG&E's rules 15 and 16 you have a choice: you can perform the work yourself, hire a qualified contractor to perform the work or hire PG&E to do the work. We are required by the CPUC to provide you with PG&E's costs.

This form identifies our cost for the refundable service that is PG&E's responsibility to install. PG&E's costs were developed based on your choices within the application and may change if you change that choice.

How do I fill out the SACAC?

If you want to do this work yourself or have a qualified contractor do this work, please enter your estimated costs in the section of the SACAC form entitled "Applicant Costs" or check the box in the section entitled "Applicant's Election Not To Provide Costs," sign and return to PG&E. PG&E will send you a revised agreement by return mail only if you choose to provide your estimated costs.

If you want PG&E to do this work, please check the section "Applicant's Election Not to Provide Costs," sign and return the SACAC form along with a check for the Total Due based on the option you selected above.

You must return the completed SACAC form to PG&E regardless of who you choose to do the work.

Please follow payment instructions found on your Payment Coupon.

Pacific Gas and Electric Company

This contract has been reviewed and approved by:

[AUTHORIZED NAME]

[TITLE]

Customer

Agreed and accepted by:

Customer's Legal Name _____

Title _____

Signature _____

Date _____

BARCODE

*Automated Document, Preliminary Statement, Part A

Form 79-1169
Advice 4968-G/6973-E
June 2023



GAS RULE NO. 15
GAS MAIN EXTENSIONS

Sheet 5

C. EXTENSION ALLOWANCES (Cont'd.)

2. CPUC APPROVAL FOR ALLOWANCES.

New applications for gas line extensions submitted on or after July 1, 2023, will not qualify for allowances, except for Eligible Projects approved by the Commission. (T)

The gas line extension allowance (either a 10-year refundable payment option or a 50 percent discount payment option) may only be applied if approved by the Commission in the annual filing described below.

PG&E may request approval from the Commission via an annual application for a gas line extension allowance (either a 10-year refundable payment option or a 50 percent discount payment option) for specific, unique non-residential Eligible Projects meeting the criteria established in Decision (D.)22-09-026. PG&E shall file an application with the Commission, on behalf of the applicant(s), to determine if the project meets project criteria eligibility as defined in Section I by July 1 of each year starting in 2023. The criteria are:

- (a) The project shows a demonstrable reduction in greenhouse gas emissions;
- (b) The project's gas line extension is consistent with California's climate goals, including those articulated in Senate Bill 32 (Pavley, 2016); and
- (c) The project demonstrates that it has no feasible alternatives to the use of natural gas, including electrification.

3. BASIS OF ALLOWANCES. For Eligible Projects approved by the Commission, allowances shall be granted to an Applicant for non-residential Permanent Service; or to an Applicant for a non-residential subdivision or development under the following conditions:

- a. PG&E is provided evidence that construction will proceed promptly and financing is adequate; and
- b. Applicant has submitted evidence of building permit(s) or lease agreement(s); or
- c. Where there is equivalent evidence of gas usage satisfactory to PG&E.

(Continued)

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GAS MAIN EXTENSIONS

Sheet 6

C. EXTENSION ALLOWANCES (Cont'd.)

3. BASIS OF ALLOWANCES (Cont'd.)

The allowances in Section C.4 are based on a revenue-supported methodology using the following formula:

$$\text{Allowance} = \frac{\text{Net Revenue}}{\text{Cost-of-Service Factor}}$$

where the Cost of Service Factor is the annualized utility-financed Cost of Ownership as stated in Gas Rule 2.

- 4. ELIGIBLE PROJECT ALLOWANCES. For Eligible Projects approved by the Commission, the allowance for Distribution Main Extensions, Service Extensions, or a combination thereof, for non-residential Permanent service is determined by PG&E using the formula in Section C.3.

Where the Distribution Main Extension of an Eligible Project will serve a combination of residential and non-residential meters, no residential allowances will be added to the non-residential allowances.

- 5. SEASONAL, INTERMITTENT, AND INSIGNIFICANT NON-RESIDENTIAL LOADS. When Applicant of an Eligible Project approved by the Commission requests service that requires an extension to serve loads that are seasonal or intermittent, the allowance for such non-residential loads shall be determined using the formula in Section C.3. No allowance will be provided where service is used only for emergency purposes, or for Insignificant Loads.

D. CONTRIBUTIONS OR ADVANCES BY APPLICANT

- 1. GENERAL. Contributions or Advances by an Applicant to PG&E for the installation of a Distribution Main Extension to receive PG&E service consists of such things as cash payments, the value of the facilities deeded to PG&E, and the value of Trenching performed by Applicant.

- 2. PROJECT-SPECIFIC COST. PG&E's total estimated installed cost will be based on a project-specific estimated cost with a final invoice or refund to account for a true-up to actual cost, in accordance with Section B.3.a. (T)
(T)

- 3. CASH ADVANCE. A cash advance will only be required if Applicant's excess allowance is less than PG&E's total estimated installed cost to complete a Distribution Main Extension.

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GAS MAIN EXTENSIONS

Sheet 7

D. CONTRIBUTIONS OR ADVANCES BY APPLICANT (Cont'd.)

- 4. POSTPONEMENT. For Eligible Projects approved by the Commission, at PG&E's option, the payment of that portion of such an advance that PG&E estimates would be refunded within six (6) months under provisions of this rule may be postponed for six (6) months if: (1) PG&E is provided evidence the construction will proceed promptly and financing is adequate; (2) Applicant has submitted evidence of building permits(s) or lease agreement(s); or (3) where there is equivalent evidence of gas usage satisfactory to PG&E; and (4) Applicant agrees in writing to pay at the end of six (6) months all amounts not previously Advanced.
- 5. TAX. All Contributions and Advances by Applicant are taxable and shall include an Income Tax Component Contribution (ITCC) at the rate provided in PG&E's Preliminary Statement. ITCC Tax will be either refundable or non-refundable in accordance with the corresponding Contribution.
- 6. REFUNDABLE AND NON-REFUNDABLE AMOUNTS. New applications for gas line extensions submitted on or after July 1, 2023 will not qualify for refunds, except for Eligible Projects approved by the Commission. For Eligible Projects approved by the Commission, the Applicant shall advance or contribute, before the start of PG&E's construction, the following:
 - a. REFUNDABLE AMOUNT. For Eligible Projects approved by the Commission, the Applicant's refundable amount is the portion of PG&E's total installed cost in accordance with Section B.3.a., including taxes, to complete the Distribution Main Extension (including distribution regulators, PG&E's value of the Distribution Trenching, any non-residential service facilities, and excluding Betterment), that exceeds the amount of the Distribution Main Extension allowance determined in Section C; or, (T)
 - b. NON-REFUNDABLE DISCOUNT OPTION. For Eligible Projects, in lieu of contributing the refundable amount determined in Section D.6.a, Applicant has the option of contributing, on a non-refundable basis, fifty percent (50%) of such refundable amount, plus (T)
 - c. OTHER NON-REFUNDABLE AMOUNTS. Applicant's non-refundable amount is PG&E's value of the Substructures, Protective Structures, required by PG&E for the Distribution Main Extension under Section B.1. (T)
- 7. JOINT 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 may mutually agree.

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GAS RULE NO. 15
GAS MAIN EXTENSIONS

Sheet 8

D. CONTRIBUTIONS OR ADVANCES BY APPLICANT (Cont'd.)

8. PAYMENT ADJUSTMENTS.

- a. **CONTRACT COMPLIANCE.** If, after six (6) months following the date PG&E is first ready to serve non-residential loads for which allowances were granted, Applicant of an Eligible Project approved by the Commission fails to take service, or fails to use the service contracted for, Applicant shall pay PG&E an additional Contribution or Advance, based on the allowances for the revenues actually generated.*
- b. **EXCESS FACILITIES.** If the loads provided by Applicant(s) result in PG&E installing facilities which are in excess of those needed to serve the actual loads, and PG&E elects to reduce such excess facilities, Applicant shall pay PG&E its total cost to remove, abandon, or replace its excess facilities, less the salvage value of any removed facilities in accordance with Section B.3.a. (T)
(T)

E. REFUND BASIS

- 1. **GENERAL.** New applications for gas line extensions submitted on or after July 1, 2023 will not qualify for refunds, except for Eligible Projects approved by the Commission. For Eligible Projects approved by the Commission, refunds are based on the allowances and conditions in effect at the time the contract is signed. Residential Allowances: the allowance in excess of that needed for the Residential Service Extension in accordance with Rule 16 will be applied to the Distribution Main Extension to which the Service Extension is connected. Non-Residential Allowances: the allowances for non-residential applicants will be applied to the combined refundable cost of the Distribution and Service Extension.
- 2. **TOTAL REFUNDABLE AMOUNT.** For Eligible Projects approved by the Commission, the total amount subject to refund is the sum of the refundable amounts made under Section D.6.
- 3. **REFUND PERIOD.** For Eligible Projects approved by the Commission, the total refundable amount is subject to refund for a period of ten (10) years after the Distribution Main Extension is first ready for service.

* Under the measures of the Emergency Consumer Protection Plan and pursuant to Advice 4446-G/6216-E, residential Applicants whose Ready to Serve date is between September 19, 2019 and June 30, 2021, that included the time period of the COVID-19 restrictions (March 1, 2020 through June 30, 2021) and their revenue review resulted in an additional contribution or Advance, PG&E will apply a second term to set their meters and meet their obligation (a "term" is equal to an additional six months), beginning on July 1, 2021. For non-residential Applicants, the revenue review period would continue pursuant to Advice 3420-G/4288-G but will exclude the months during the COVID-19 restriction period. The deferral would begin on July 1, 2021 and would equal the number of months that the Applicant's "normal" review period would have occurred within the COVID-19 restriction time frame.

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GAS RULE NO. 15
GAS MAIN EXTENSIONS

Sheet 12

G. APPLICANT INSTALLATION OPTION

1. **COMPETITIVE BIDDING.** When Applicant selects competitive bidding, the Distribution Main Extension may be installed by Applicant’s qualified contractor or subcontractor in accordance with PG&E design and specifications. Under this option, the following applies:
 - a. Upon completion of Applicant’s installation, and acceptance by PG&E, ownership of such facilities will transfer to PG&E.
 - b. Applicant shall provide to PG&E, prior to PG&E preparing the line extension contact, the Applicant’s Contract Anticipated Costs subject to refund to perform the work normally provided by PG&E. The Applicant shall submit, on a form provided by PG&E, a 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 estimated costs.
 - c. Applicant shall pay to PG&E, subject to the refund and allowance provisions of Rules 15 and 16, PG&E’s cost of work performed by PG&E for the Distribution Main Extension, including the costs of design, administration, and installation of any additional facilities. (T)
(T)
 - d. The lower of PG&E’s estimated refundable costs, or Applicant’s Contract Anticipated Costs, as reported in G.1.b., for the work normally performed by PG&E, shall be subject to the refund and allowance provisions of Rules 15 and 16.
 - e. Applicant shall pay to PG&E the cost of PG&E’s inspection in accordance with Section B.3.a. For applications before July 1, 2023, inspection cost shall be a fixed amount not subject to reconciliation. For non-residential applications for gas Distribution Main Extensions submitted on or after July 1, 2023, such inspection costs may be subject to otherwise available allowances up to the difference between the Applicant’s Contract Anticipated Costs as reported in G.1.b. and PG&E’s estimated costs for performing the same work, but not to exceed PG&E’s estimated costs. (T)
|
|
|
(T)
 - f. Only duly authorized employees of PG&E are allowed, to connect to, disconnect from, or perform any work upon PG&E's facilities.

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GAS RULE NO. 15
GAS MAIN EXTENSIONS

Sheet 18

I. DEFINITIONS FOR RULE 15 (Cont'd.)

OWNERSHIP CHARGE: Monthly charge as a percentage rate applied against the outstanding unrefunded refundable balance after thirty-six (36) months from the date PG&E is first ready to serve. Serves to recover the cost of operating and maintaining customer-financed facilities that are not fully utilized.

PERMANENT SERVICE: Service which, in the opinion of PG&E is of a permanent and established character. This may be continuous, intermittent, or seasonal in nature.

PROTECTIVE STRUCTURES: Fences, retaining walls (in lieu of grading), barriers, posts, barricades, and other structures as required by PG&E.

RESIDENTIAL DEVELOPMENT: Five (5) or more dwelling units in two (2) or more buildings located on a single parcel of land.

RESIDENTIAL SUBDIVISION: An area of five (5) or more lots for residential dwelling units which may be identified by filed subdivision plans or an area in which a group of dwellings may be constructed about the same time, either by a builder or several builders working on a coordinated basis.

SEASONAL SERVICE: Gas service to establishments which are occupied seasonally or intermittently, such as seasonal resorts, cottages, or other part-time establishments.

SUBSTRUCTURES: The surface and subsurface structures which are necessary to contain or support PG&E's gas facilities. This includes, but is not limited to, equipment vaults and boxes, required sleeves for street crossings, and enclosures, foundations, or pads for surface-mounted equipment.

TRENCHING: See Excavation.

UTILITY CONVENIENCE: When, in the judgment of Utility, the relocation or rearrangement of a service is necessary for the maintenance of adequate service, or for the operating convenience of Utility, Utility normally will perform such work at its own expense.

(N)
|
|
(N)



GAS RULE NO. 16
GAS SERVICE EXTENSIONS

Sheet 11

D. RESPONSIBILITIES FOR NEW SERVICE FACILITIES (Cont'd.)

1. APPLICANT RESPONSIBILITY. (Cont'd.)

h. REASONABLE CARE. Applicant shall exercise reasonable care to prevent PG&E's Service Extension, meters and other facilities owned by PG&E on Applicant's Premises from being damaged or destroyed, and shall refrain from interfering with PG&E's operation of the facilities and shall notify PG&E of any obvious defect. Applicant may be required to provide and install suitable protection (barrier posts, etc.) as required by PG&E.

2. PG&E RESPONSIBILITY

a. INSTALL SERVICE FACILITIES. PG&E will furnish, install, own and maintain the Service Facilities, as applicable after Applicant meets all requirements to receive service.

b. GOVERNMENT INSPECTION. PG&E will establish gas service to Applicant following notice from the governmental authority having jurisdiction that the customer-owned facilities have been installed and inspected in accordance with any applicable laws, codes, ordinances, rules, or regulations, and are safe to pressurize.

3. INSTALLATION OPTIONS.

a. PG&E PERFORMED WORK. Where requested by Applicant and mutually agreed upon, PG&E may perform that portion of the new Service Extension work normally the responsibility of Applicant according to Section D.1, provided Applicant pays PG&E its total estimated installed cost. Applicants who submit a new application for gas Service Extension(s) or service relocation or rearrangement at Applicant convenience, on or after July 1, 2023, must pay PG&E its total estimated cost upon contract execution in advance of PG&E commencing its work. Upon completion of the work and determination of final actual costs, PG&E will provide Applicant with a final invoice or refund to account for a true-up to actual costs (excluding Betterment and Utility Convenience).

An Applicant's failure to pay a final invoice in a timely manner is a violation of PG&E's Gas Rules 15/16 and may result in discontinuance of service.

b. APPLICANT PERFORMED WORK. Applicant may elect to use competitive bidding to install that portion of the new Service Extension normally installed and owned by PG&E, in accordance with the same provisions outlined in Rule 15.

(N)

(N)

(Continued)

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Sheet 13

E. ALLOWANCES AND PAYMENTS BY APPLICANT (Cont'd.)

4. PAYMENTS (Cont'd.)

b. TAX. Any payments or contribution of facilities by Applicant are taxable Contributions in Aid of Construction (CIAC) and shall include an Income Tax Component of Contribution (ITCC) for state and federal tax at the rate provided in PG&E's Preliminary Statement.

c. OTHER. PG&E's total costs, in accordance with Section D.3.a., for any work it performs that is Applicant's responsibility, or performs for the convenience of Applicant. (T)

5. REFUNDS. No refunds apply to the installation of Residential Service Facilities under this Rule.

F. EXISTING SERVICE FACILITIES

1. SERVICE REINFORCEMENT.

a. PG&E-OWNED. When PG&E determines that its existing Service Facilities require replacement the existing Service Facilities shall be replaced as a new Service Extension under the provisions of this rule.

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GAS RULE NO. 16
GAS SERVICE EXTENSIONS

Sheet 14

F. EXISTING SERVICE FACILITIES (Cont'd.)

1. SERVICE REINFORCEMENT. (Cont'd.)

b. APPLICANT OWNED. The Applicant shall replace or reinforce that portion of the Service Extension which the Applicant will continue to own under the provisions of this rule.

2. SERVICE RELOCATION OR REARRANGEMENT.

a. PG&E CONVENIENCE. When, in the judgment of PG&E, the relocation or rearrangement of a service is necessary for the maintenance of adequate service, or for the operating convenience of PG&E, PG&E normally will perform such work at its own expense, except as provided in Sections F.2.b, F.3 or F.4.

b. APPLICANT CONVENIENCE. Any relocation or rearrangement of PG&E's existing Service Facilities, at the request of Applicant (aesthetics, building additions, remodeling, etc.) and agreed upon by PG&E, the work shall be performed at Applicant expense in accordance with Section D.3.a

(T)

In all instances, PG&E shall abandon or remove the existing facilities at the option of PG&E, rendered idle by the relocation, or rearrangement.

3. IMPAIRED ACCESS AND CLEARANCES. Whenever PG&E determines that:

a. ACCESS. Its existing Service Facilities have become inaccessible for inspections, operating, maintenance, meter reading, or testing; or,

b. CLEARANCE. A hazardous condition exists, or any of the required clearances between the existing Service Facilities and any object become impaired, under any applicable laws, ordinances, rules, regulations of PG&E or of public authorities, then the following applies:

(Continued)



GAS RULE NO. 16
GAS SERVICE EXTENSIONS

Sheet 15

F. EXISTING SERVICE FACILITIES (Cont'd.)

3. IMPAIRED ACCESS AND CLEARANCES. (Cont'd.)

c. CORRECTIVE ACTION. Applicant or owner shall, at Applicant's or owner's expense, either correct the access or clearance infractions, or pay PG&E its total cost in accordance with Section D.3.a., to relocate its facilities to a new location which is acceptable to PG&E. Applicant or owner shall also be responsible for the expense to relocate any equipment which Applicant owns and maintains. Failure to comply with corrective measures within a reasonable time may result in discontinuance of service. (T)

4. DAMAGED FACILITIES. When PG&E's facilities are damaged by others, the repair will be made by PG&E at the expense of the party responsible for the damage. Applicants are responsible for repairing their own facilities.

5. SUBDIVISION OF PREMISES. When PG&E's Service Facilities are located on private property, and such private property is subsequently subdivided into separate Premises, with ownership transferred to other than Applicant or customer, the subdivider is required to provide PG&E with adequate rights of way, satisfactory to PG&E, for its existing facilities, and to notify property owners of the subdivided Premises of the existence of the right-of-way.

When adequate rights-of-way are not granted as a result of the property subdivision, PG&E shall have the right, upon written notice to the current customer, to discontinue service without obligation or liability. The existing owner, Applicant or customer shall pay to PG&E the total costs of any required relocation of PG&E's facilities in accordance with Section D.3.a. A new gas Service Extension will be re-established in accordance with the provisions of Section D for new services and the provisions of any other applicable PG&E rules. (T)
|
(T)

G. PERIODIC REVIEW. PG&E will periodically review the factors it uses to determine its allowances and costs stated in this rule. If such review results in a change of more than five percent (5%), PG&E will submit a tariff revision proposal to the Commission for review and approval. Such proposed changes shall be submitted no sooner than six (6) months after the last revision.

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GAS RULE NO. 16
GAS SERVICE EXTENSIONS

Sheet 16

H. 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 Public Utilities Commission for a special ruling or for the approval of special conditions which may be mutually agreed upon.

I. DEFINITIONS FOR RULE 16

ACTUAL COSTS: PG&E's total costs incurred, including direct indirect and overhead costs billed in accordance with PG&E's systems for allocating charged to customers. Direct, indirect and overhead costs include, without limitation, payroll, payroll taxes, external charges, benefits, Allowance for Funds Used During Construction, Administrative and General Costs, estimating, mapping, surveying, land rights acquisition, transportation, service planning, contract management, sourcing, stores and tool expense, material and supplies, public liability and property damage insurance, as set forth in PG&E's tariffs, estimated state and federal income tax, and other costs charged under such systems, as may be modified from time to time. (N)

APPLICANT: A person or agency requesting PG&E to supply Gas Service.

BETTERMENT: Facilities installed for PG&E's operating convenience such as, but not limited to the following: to improve gas flow or correct poor pressure conditions, to increase line capacity available to an existing system, to permit pressure conversion of an area, or to install proportionally larger pipe than necessary to provide for future load growth, will be installed at the expense of PG&E. (N)

DISTRIBUTION MAIN: PG&E's gas facilities, which are operated at distribution pressure and which are designed to supply three (3) or more services.

ELIGIBLE PROJECT. A non-residential project meeting the criteria outlined in section C.2. may receive line extension allowances – either a 10-year refundable payment option or a 50-percent discount payment option – if the Commission approves the Applicant's project as an Eligible Project in PG&E's annual application filing to receive such allowances, refunds, or discounts.

EXCAVATION: All necessary trenching, backfill, and other digging as required to install Service Extensions, including furnishing of any imported backfill material and disposal of spoil as required, surface repair and replacement, landscape repair and replacement.

FRANCHISE AREA: Public streets, roads, highways, and other public ways and places where PG&E has a legal right to occupy under franchise agreements with governmental bodies having jurisdiction.

INSIGNIFICANT LOADS: These are small operating loads, such as log lighters, barbecues, outdoor lighting, etc. (L)

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GAS RULE NO. 16
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Sheet 17

I. DEFINITIONS FOR RULE 16 (Cont'd.)

INTERMITTENT LOADS: Loads which, in the opinion of PG&E, are subject to discontinuance for a time or at intervals. (L)

PREMISES: All of the real property and apparatus employed in a single enterprise on a integral parcel of land undivided, excepting in the case of industrial, agricultural, oil field, resort enterprises, and public or quasi-public institutions, by a dedicated street, highway or other public thoroughfare or a railway. Automobile parking lots constituting a part of and adjacent to a single enterprise may be separated by an alley from the remainder of the premises served.

PROTECTIVE STRUCTURES: Fences, retaining walls (in lieu of grading), barriers, posts, barricades and other structures as required by PG&E. (L)

SEASONAL SERVICE: Gas service to establishments which are occupied seasonally or intermittently, such as seasonal resorts, cottages, or other part time establishments.

SERVICE DELIVERY POINT: Where PG&E's Service Facilities are connected to Applicant's pipe (house line), normally adjacent to the location of the meter(s).

SERVICE EXTENSION: The pipe, valves, meters, regulators, and associated equipment extending from the point of connection at the Distribution Main to the Service Delivery Point, which is normally on Applicant's Premises.

SUBSTRUCTURES: The surface and subsurface structures which are necessary to contain or support PG&E's gas facilities. This includes, but is not limited to, equipment vaults and boxes, required sleeves for street crossings, and enclosures, foundations or pads for surface-mounted equipment.

TRENCHING: See Excavation.

UTILITY CONVENIENCE: When, in the judgment of Utility, the relocation or rearrangement of a service is necessary for the maintenance of adequate service, or for the operating convenience of Utility, Utility normally will perform such work at its own expense. (N)



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| Decision | D.22-09-026 | Meredith Allen | Effective | July 1, 2023 |
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Electric Sample Form No. 62-0980
Distribution Service and Extension Agreement Declarations

Sheet 1

**Please Refer to Attached
Sample Form**



DISTRIBUTION:
 Applicant (copy)
 Division (copy)
 CFM(Original)

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

DISTRIBUTION SERVICE AND EXTENSION AGREEMENT DECLARATIONS¹

Submitted to Applicant by:

PG&E REP NAME

Date of issuance: _____

1. _____ (**Applicant**), has requested **PACIFIC GAS AND ELECTRIC COMPANY**, a California corporation (PG&E), to deliver **Gas / Electric** energy to the property situated at **Enter Address Here** and shown on the attached drawings.
2. **Applicable Documents.** The cost summary for the facilities to be installed is attached hereto as Exhibit A. These facilities shall be installed in accordance with the applicable rules on file with the California Public Utilities Commission (which may include Gas and Electric Rules 2, 13, 15, 16, and 20), as well as the requirements set forth in the Provisions (Form 62-0982) and the General Terms and Conditions for Gas and Electric Service by Applicant (Form 79-716) These documents are located online in PG&E's Tariff Book, which is available at <http://www.pge.com/> Should you require hard copies please contact your PG&E Representative.
3. **Construction Options.** The responsibility for providing line extension work is divided between PG&E and the Applicant. However, Applicant may choose to have a qualified contractor perform some of the work that is PG&E's responsibility, and may choose to have PG&E perform some or all of the work that is the Applicant's responsibility. Applicants who submit a new application for gas Distribution Main or Service Extension(s) on or after July 1, 2023, must pay PG&E its total estimated installed cost upon contract execution, in advance of PG&E commencing its work. Upon completion of the work and determination of actual costs, PG&E will provide Applicant with a final invoice or refund to account for a true-up to actual costs (excluding Betterment and Utility Convenience). For new applications for gas Distribution Main or Service Extension(s) submitted before July 1, 2023, and Electric Projects, PG&E will reimburse or collect money based on its estimate of the costs, (excluding Betterment and Utility Convenience), subject to the applicable rules. An Applicant's failure to pay a final invoice in a timely manner is a violation of PG&E's Gas Rules 15/16 and may result in discontinuance of service. Based on Applicant's request, the contract costs are based on the following construction options:

| PG&E Responsibility ¹ | | To Be Performed By | |
|----------------------------------|--|--------------------------|--------------------------|
| | | PG&E | Applicant |
| Gas | Main Trench | <input type="checkbox"/> | <input type="checkbox"/> |
| | Main Pipe Installation | <input type="checkbox"/> | <input type="checkbox"/> |
| | Service Pipe Installation | <input type="checkbox"/> | <input type="checkbox"/> |
| Electric | Distribution Wire and Equipment Installation | <input type="checkbox"/> | <input type="checkbox"/> |
| | Service Wire Installation | <input type="checkbox"/> | <input type="checkbox"/> |

| Applicant Responsibility ² | | To Be Performed By | |
|---------------------------------------|--|--------------------------|--------------------------|
| | | PG&E | Applicant |
| Gas | Service Trench | <input type="checkbox"/> | <input type="checkbox"/> |
| Electric | Distribution Trench | <input type="checkbox"/> | <input type="checkbox"/> |
| | Service Trench | <input type="checkbox"/> | <input type="checkbox"/> |
| | Distribution Substructure Installation | <input type="checkbox"/> | <input type="checkbox"/> |
| | Service Substructure Installation | <input type="checkbox"/> | <input type="checkbox"/> |

^{1.} PG&E's responsibilities per Rule 15.b.1.b and Rule 16.D.2

^{2.} Applicant's responsibilities per Rule 15.b.1.a and Rule 16.D.1

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.



DISTRIBUTION SERVICE AND EXTENSION AGREEMENT DECLARATIONS

4. N/A

Refund/Discount Option Selection.

Applicant, in accordance with PG&E's extension rules, must select **one** of the following options for each commodity you are requesting service (gas and/or electric). Once the selection has been made, it cannot be changed.

| Gas | Electric |
|---|---|
| <input type="checkbox"/> 10-Year Subject to Refund Option - or - | <input type="checkbox"/> 10-Year Subject to Refund Option - or - |
| <input type="checkbox"/> Non-Refundable 50% Discount Option | <input type="checkbox"/> Non-Refundable 50% Discount Option |

ACCEPTED:

APPLICANT:

BY: _____
(Authorized Signature)

(Type or Print Name)

DATE: _____

MAILING ADDRESS: _____

PACIFIC GAS AND ELECTRIC CO.:

BY: _____
(Authorized Signature)

(Type or Print Name)

TITLE: _____

DIVISION: _____

DATE: _____



DISTRIBUTION SERVICE AND EXTENSION AGREEMENT DECLARATIONS

4. N/A

Refund/Discount Option Selection

Applicant, in accordance with PG&E's extension rules, must select **one** of the following options for each commodity you are requesting service (gas and/or electric). Once the selection has been made, it cannot be changed.

| Gas | Electric |
|---|---|
| <input type="checkbox"/> 10-Year Subject to Refund Option | <input type="checkbox"/> 10-Year Subject to Refund Option |
| - or - | - or - |
| <input type="checkbox"/> Non-Refundable 50% Discount Option | <input type="checkbox"/> Non-Refundable 50% Discount Option |

ACCEPTED:

GROUP OF APPLICANTS:

| | | |
|--|----------------------------------|--|
| BY: _____ (Authorized Signature) | MAILING ADDRESS: _____ | Amount of Payment/% \$ _____ / _____ |
| _____ | _____ | |
| (Type or Print Name) | | |

DATE: _____

| | | |
|--|----------------------------------|--|
| BY: _____ (Authorized Signature) | MAILING ADDRESS: _____ | Amount of Payment/% \$ _____ / _____ |
| _____ | _____ | |
| (Type or Print Name) | | |

DATE: _____

| | | |
|--|----------------------------------|--|
| BY: _____ (Authorized Signature) | MAILING ADDRESS: _____ | Amount of Payment/% \$ _____ / _____ |
| _____ | _____ | |
| (Type or Print Name) | | |

DATE: _____



DISTRIBUTION SERVICE AND EXTENSION AGREEMENT DECLARATIONS

BY: _____ **MAILING ADDRESS:** _____ **Amount of Payment/%**
(Authorized Signature) _____
\$ _____ / _____

(Type or Print Name)

DATE: _____

BY: _____ **MAILING ADDRESS:** _____ **Amount of Payment/%**
(Authorized Signature) _____
\$ _____ / _____

(Type or Print Name)

DATE: _____

PACIFIC GAS AND ELECTRIC CO.:

BY: _____
(Authorized Signature)

(Type or Print Name)

TITLE: _____

DIVISION: _____

DATE: _____



Electric Sample Form No. 62-0982
Distribution and Service Extension Agreement - Provisions

Sheet 1

**Please Refer to Attached
Sample Form**

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT - 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 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.

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. Applicants who submit a new application for gas Distribution Main or Service Extension(s) on or after July 1, 2023, must pay PG&E its total estimated cost upon contract execution in advance of PG&E commencing its work.

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT - PROVISIONS

Upon completion of the work and determination of final actual costs, PG&E will provide Applicant with a final invoice or refund to account for a true-up to actual costs (excluding Betterment and Utility Convenience). For Electric Projects, PG&E will collect costs and provide reimbursements based on its estimated costs (excluding Betterment and Utility Convenience),

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.

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.

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT - PROVISIONS

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

8. Allowances and Payments.

Applicants who submit a new application for Gas Distribution Main or Service Extension(s) on or after July 1, 2023, must pay PG&E its total estimated cost upon contract execution in advance of PG&E commencing its work. Upon completion of the work and determination of final actual costs, PG&E will provide Applicant with a final invoice or refund to account for a true-up to actual costs (excluding Betterment and Utility Convenience). For Electric Projects, PG&E will collect costs and provide reimbursements based on its estimated costs (excluding Betterment and Utility Convenience),

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.

An Applicant's failure to pay a final invoice in a timely manner is a violation of PG&E's Gas Rules 15/16 and may result in discontinuance of service.

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. New applications for gas Distribution Main or Service Extensions submitted on or after July 1, 2023, will be subject to an Actual cost true-up or reconciliation of fees as appropriate.

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.

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT - PROVISIONS

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 each year for the first three years from the date PG&E is first ready to provide service. 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 unrefunded 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 thirty-six (36) months for gas service from the date PG&E is first ready to provide service, Applicant will pay to PG&E a 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.

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT - PROVISIONS

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, one (1) year 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.

Excess Facilities: If the loads provided by Applicant(s) results in Applicant, the approved contractor or PG&E having installed facilities which are in excess of those needed to serve the actual loads, PG&E may elect to do the following:

(a) For new applications for gas Distribution Main or Service Extensions submitted before July 1, 2023 and Electric Projects: (1) Applicant shall pay PG&E its estimated cost to remove, abandon, alter, or replace the excess facilities, including those facilities that PG&E reinforced, enlarged, or replaced in anticipation of Applicant's proposed load, less the estimated salvage for any removed facilities, or (2) Applicant shall pay PG&E 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, which are in excess of those facilities needed to serve Applicant's actual load. The total cost of the facilities PG&E reinforced, enlarged, or replaced are shown in Exhibit A.

(b) For Gas Eligible Projects, if the loads provided by Applicant(s) results in Applicant, the approved contractor or PG&E having installed facilities which are in excess of those needed to serve the actual loads, PG&E may elect to do the following: (1) Applicant shall pay PG&E its actual cost to remove, abandon, alter, or replace the excess facilities, including those facilities that PG&E reinforced, enlarged, or replaced in anticipation of Applicant's proposed load, less the actual salvage for any removed facilities in accordance with Section B.3.a., of Gas Rule No.15 Gas Main Extensions, or (2) Applicant shall pay PG&E 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, which are in excess of those facilities needed to serve Applicant's actual load. The total cost of the facilities PG&E reinforced, enlarged, or replaced are shown in Exhibit A.

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.

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT - PROVISIONS

12. Non-Refundable Amount.

Discount Option: Competitive Bidding - Installation by Applicant. In lieu of receiving refunds for the total refundable amount described in the Amount Subject to Refund section, Applicant may elect the Discount Option. Upon completion, acceptance and conveyance of the gas and electric facilities to PG&E, in accordance with the provisions of this Agreement, Applicant may elect to receive a lump sum payment of fifty percent (50%) of the refundable amount as shown in Exhibit A - Cost Summary.

Discount Option: Competitive Bidding - Installation by PG&E. In lieu of contributing the total refundable amount described in the Amount Subject to Refund section, Applicant has the option of contributing, on a non-refundable basis, fifty percent (50%) of the refundable amount as shown in Exhibit A - Cost Summary.

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.

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT - PROVISIONS

- 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

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT - PROVISIONS

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 (and Actual cost true-up for Gas-Eligible Projects only) 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 (and Actual cost true-up for Gas-Eligible Projects only) 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.

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT - PROVISIONS

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.

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT - PROVISIONS

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.



Electric Sample Form No. 79-1018
Residential Rule 16 Electric/Gas Single Service Extensions

Sheet 1

**Please Refer to Attached
Sample Form**



Residential Rule 16 Gas and Electric Single Service Extension*

For Internal Use

Notification #
G-PM #
E-PM #
Prior MLX/PM #
Customer #

[DATE]

[CUSTOMER NAME]
[ADDRESS]
[CITY, STATE, ZIP]

RE: [PROJECT NAME,
ADDRESS]

Dear [CUSTOMER NAME]:

We are writing to let you know Pacific Gas and Electric Company (PG&E) will extend its facilities to provide residential gas and electric service to the project address listed above. This letter, including PG&E's tariffs, which are incorporated by reference below, will serve as our contract. As required by the California Public Utilities Commission (CPUC), special facilities will be handled in a separate contract. Per Decision 22-09-026, Residential Customers submitting an application for new gas service on or after July 1, 2023, do not qualify for Allowances, Refunds or Discount Option. Applicants who submit a new application for gas Service Extension(s) on or after July 1, 2023, must pay PG&E its total estimated installed cost upon contract execution, in advance of PG&E commencing its work. Upon completion of the work and determination of actual costs, PG&E will provide Applicant with a final invoice or refund to account for a true-up to actual costs (excluding Betterment and Utility Convenience). An Applicant's failure to pay a final invoice in a timely manner is a violation of PG&E's Gas Rules 15/16 and may result in discontinuance of service.

Please complete the following three steps to execute this contract.

1 Review the following project cost summary information.

| | GAS | ELECTRIC |
|--|----------------|----------|
| Total Service Costs | \$ | \$ |
| Residential allowance, a CPUC-approved credit applied to the cost of the job | NOT APPLICABLE | -\$ |
| Advance payment credit | -\$ | -\$ |
| Subtotal | \$ | \$ |
| Total Due (gas and electric) | \$ | |

All amounts include the Income Tax Component of Contribution (ITCC) PG&E is required to charge customers, where applicable.

2 Review these important terms and conditions.

This single-service extension agreement is allowed under PG&E's tariffs, including Gas and Electric rules 2, 15 and 16; Distribution and Service Extension Agreement-Provisions (Form 62-0982) and General Terms & Conditions for Gas and Electric Extension & Service Construction by Applicant (Form 79-716), all as approved and authorized by the CPUC. This agreement at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

You can view PG&E's tariffs online at pge.com/tariffs or contact me directly as indicated below.

3 After completing steps 1 and 2, complete and return the following items to PG&E.

- Submit the Payment Coupon with Total Due.
- Sign and return the enclosed Statement of Applicant's Contract Anticipated Costs (SACAC) [Form 79-1003] [explanation in box at right].

Please provide your payment and required forms within 90 days from [DATE]. PG&E is not bound by the costs set forth above if payment and the signed forms are not received by PG&E within 90 days.

If you have any questions, please contact me at [PG&E REP PHONE #] or by email at [LAN ID]@pge.com.

Sincerely,
[PG&E REPRESENTATIVE'S NAME]
New Business Project Coordinator, Pacific Gas and Electric Company

ADDITIONAL INFORMATION

What is the SACAC form?

Under PG&E's Rule 16, you have a choice: you can perform the work yourself, hire a qualified contractor to perform the work or hire PG&E to do the work. We are required by the CPUC to provide you with PG&E's costs.

This form identifies our cost for the refundable service that is PG&E's responsibility to install. PG&E's costs were developed based on your choices within the application and may change if you change that choice.

How do I fill out the SACAC?

If you want to do this work yourself or have a qualified contractor do this work, please enter your estimated costs in the section of the SACAC form entitled "Applicant Costs" or check the box in the section entitled "Applicant's Election Not To Provide Costs," sign and return to PG&E. PG&E will send you a revised agreement by return mail only if you choose to provide your estimated costs.

If you want PG&E to do this work, please check the section "Applicant's Election Not to Provide Costs," sign and return the SACAC form along with a check for the Total Due specified in the table above.

You must return the completed SACAC form to PG&E regardless of who you choose to do the work.

Please follow payment instructions found on your Payment Coupon.

BARCODE

*Automated Document, Preliminary Statement, Part A

Form 79-1018
Advice 4768-G/6973-E
June 2023



Electric Sample Form No. 79-1169
Gas and Electric Extension Agreement

Sheet 1

**Please Refer to Attached
Sample Form**



Gas and Electric Extension Agreement*

[DATE]

For Internal Use

Notification #
G-PM #
E-PM #
Prior MLX/PM #
Customer #

[CUSTOMER NAME]
[ADDRESS]
[CITY, STATE, ZIP]

RE: [PROJECT NAME,
ADDRESS]

Dear [CUSTOMER NAME]:

We are writing to let you know Pacific Gas and Electric Company (PG&E) will extend its facilities to provide the requested gas and electric service to the project address listed above. PG&E's costs have been developed based on the choices and information provided in your application and may change if you make changes. This letter, including PG&E's tariffs, which are incorporated by reference below, will serve as our contract. As required by the California Public Utilities Commission (CPUC), special facilities will be handled in a separate contract. Per Decision 22-09-026, Residential Customers submitting an application for new gas service on or after July 1, 2023, do not qualify for Allowances, Refunds or Discount Option. Applicants who submit a new application for gas Distribution Main Extension(s) on or after July 1, 2023, must pay PG&E its total estimated installed cost upon contract execution, in advance of PG&E commencing its work. Upon completion of the work and determination of actual costs, PG&E will provide Applicant with a final invoice or refund to account for a true-up to actual costs. An Applicant's failure to pay a final invoice in a timely manner is a violation of PG&E's Gas Rules 15/16 and may result in discontinuance of service. Non-Residential Customers submitting an application for new gas service on or after July 1, 2023 may qualify for Allowances, Refunds or Discount Option if approved by the CPUC.

Please complete the following four steps to execute this contract.

1 Review the following work responsibilities and cost information.

| WORK TO BE DONE BY | GAS MAIN | | GAS SERVICE | | ELECTRIC DISTRIBUTION | | | ELECTRIC SERVICE | | |
|--------------------|----------|------|-------------|------|-----------------------|---------|------------|------------------|---------|------------|
| | Trench | Pipe | Trench | Pipe | Trench | Substr. | Facilities | Trench | Substr. | Facilities |
| PG&E | | | | | | | | | | |
| Customer | | | | | | | | | | |

| | GAS | ELECTRIC |
|------------------------------------|-----|----------|
| Total non-refundable project costs | \$ | \$ |
| Refundable extension costs | \$ | \$ |
| Allowances (credit) | -\$ | -\$ |
| Net refundable amount | =\$ | =\$ |

| 10-YEAR REFUNDABLE OPTION | | |
|--|-----|-----|
| Net refundable amount | \$ | \$ |
| Credit for value of design and/or facilities provided by applicant | -\$ | -\$ |
| Total non-refundable project costs | +\$ | +\$ |
| Total (if you select this option) | =\$ | =\$ |

| NON-REFUNDABLE 50% DISCOUNT OPTION | | |
|--|-----|-----|
| Net refundable amount | \$ | \$ |
| Discount: 50% of Net refundable amount | -\$ | -\$ |
| Credit for value of design and/or facilities provided by applicant | -\$ | -\$ |
| Total non-refundable project costs | +\$ | +\$ |
| Total (if you select this option) | =\$ | =\$ |

| | | |
|---|----|----|
| Potential refund per residential lot/unit | \$ | \$ |
|---|----|----|

| Potential reimbursement per service completion | | |
|--|----|----|
| Pressurized or energized system | \$ | \$ |
| Not pressurized or energized system | \$ | \$ |

| | | |
|--|----|----|
| Reimbursement for other work performed | \$ | \$ |
|--|----|----|

All amounts listed include the Income Tax Component of Contribution (ITCC) PG&E is required to charge customers, where applicable.

DEFINITIONS AND EXPLANATIONS OF TERMS

(For more detail see rules 15 and 16):

Total non-refundable project costs include costs for work such as electric trench and excavation, conduits, inspections, streetlights, conversion from overhead to underground and contract processing.

Refundable extension costs include costs for facilities such as electric conductor, transformers and poles; gas pipe, gas share of distribution trench and regulators; and meters.

Allowances are a credit against refundable extension costs. They are based upon the number of residential units expected to be connected within the first six months and the expected annual non-residential net (distribution) revenue from your project.

Allowances granted under either option are subject to **deficiency billing** if the number of residential units connected or the annual non-residential net revenue falls below the forecast used to calculate the allowances.

Net refundable amount is the portion of overall costs eligible for refund to you based upon additional residential meters being set or upon increases in non-residential annual net (distribution) revenue. A cost-of-ownership charge is assessed against the Net refundable amount (except for individual residential applicants) per Rule 15.

Potential refund per residential lot/unit is for those lots/units for which you did not already receive an allowance (i.e., units not expected to be connected in the first six months). Any refunds may be decreased or eliminated by cost-of-ownership charges assessed under the provisions of Rule 15.

Potential reimbursement per service completion is the amount to which a customer may be entitled for performing certain service connection work PG&E would otherwise perform when installing service extensions and are not to be confused with refunds.

Reimbursement for other work performed is the amount to which a customer may be entitled for performing certain work (other than service completions) that normally is PG&E's responsibility.



† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

*Automated Document, Preliminary Statement, Part A

Form 79-1169
Advice 4968-G/6973-E
June 2023



Gas and Electric Extension Agreement

2 Select one of the following payment options.

- 10-Year Refundable Option for Gas and Electric
- Non-Refundable 50 Percent Discount Option for Gas and Electric
- 10-Year Refundable Option for Gas and Non-Refundable 50 Percent Discount Option for Electric
- Non-Refundable 50 Percent Discount Option for Gas and 10-Year Refundable Option for Electric

| Gas | | Electric | | Advance | | Total Due |
|----------------------|---|----------------------|---|----------------------|---|----------------------|
| <input type="text"/> | + | <input type="text"/> | - | <input type="text"/> | = | <input type="text"/> |
| <input type="text"/> | + | <input type="text"/> | - | <input type="text"/> | = | <input type="text"/> |
| <input type="text"/> | + | <input type="text"/> | - | <input type="text"/> | = | <input type="text"/> |
| <input type="text"/> | + | <input type="text"/> | - | <input type="text"/> | = | <input type="text"/> |

3 Review these important terms and conditions.

This Gas and Electric Extension Agreement is controlled by, and incorporates by reference, PG&E's tariffs, including Gas and Electric rules 2, 15, and 16; the Distribution and Service Extension Agreement-Provisions (Form 62-0982) and the General Terms & Conditions for Gas and Electric Extension & Service Construction by Applicant (Form 79-716), all as approved and authorized by the CPUC. This agreement at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

You can view PG&E's tariffs online at pge.com/tariffs or contact the PG&E representative listed below. Additional details underlying the amounts shown in this agreement, as well as the calculation of allowances, refunds or deficiency bills can also be provided by your local PG&E representative.

4 After completing steps 1, 2 and 3 and having checked one, but only one, of the four payment options above, please complete and return the following items to PG&E.

- Sign and return this contract as indicated below.
- Submit the Payment Coupon with Total Due based on your option selected.
- Sign and return the enclosed Statement of Applicant's Contract Anticipated Costs (SACAC) [Form 79-1003] (explanation in box to the right).

Please provide your payment and required forms within 90 days from [DATE]. PG&E is not bound by the costs set forth above if payment and the signed forms are not received by PG&E within 90 days.

If you have any questions, please contact [PG&E REP NAME] at [PHONE #] or by email at [LAN ID]@pge.com.

ADDITIONAL INFORMATION

What is the SACAC form?

Under PG&E's rules 15 and 16 you have a choice: you can perform the work yourself, hire a qualified contractor to perform the work or hire PG&E to do the work. We are required by the CPUC to provide you with PG&E's costs.

This form identifies our cost for the refundable service that is PG&E's responsibility to install. PG&E's costs were developed based on your choices within the application and may change if you change that choice.

How do I fill out the SACAC?

If you want to do this work yourself or have a qualified contractor do this work, please enter your estimated costs in the section of the SACAC form entitled "Applicant Costs" or check the box in the section entitled "Applicant's Election Not To Provide Costs," sign and return to PG&E. PG&E will send you a revised agreement by return mail only if you choose to provide your estimated costs.

If you want PG&E to do this work, please check the section "Applicant's Election Not to Provide Costs," sign and return the SACAC form along with a check for the Total Due based on the option you selected above.

You must return the completed SACAC form to PG&E regardless of who you choose to do the work.

Please follow payment instructions found on your Payment Coupon.

Pacific Gas and Electric Company

This contract has been reviewed and approved by:

[AUTHORIZED NAME]

[TITLE]

Customer

Agreed and accepted by:

Customer's Legal Name _____

Title _____

Signature _____

Date _____

BARCODE

*Automated Document, Preliminary Statement, Part A

Form 79-1169
Advice 4968-G/6973-E
June 2023



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Attachment 2

Redline Tariff Revisions



DISTRIBUTION:
 Applicant (copy)
 Division (copy)
 CFM(Original)

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

DISTRIBUTION SERVICE AND EXTENSION AGREEMENT DECLARATIONS¹

Submitted to Applicant by:

PG&E REP NAME

Date of issuance: _____

1. _____ (Applicant), has requested **PACIFIC GAS AND ELECTRIC COMPANY**, a California corporation (PG&E), to deliver **Gas / Electric** energy to the property situated at **Enter Address Here** and shown on the attached drawings.
2. **Applicable Documents.** The cost summary for the facilities to be installed is attached hereto as Exhibit A. These facilities shall be installed in accordance with the applicable rules on file with the California Public Utilities Commission (which may include Gas and Electric Rules 2, 13, 15, 16, and 20), as well as the requirements set forth in the Provisions (Form 62-0982) and the General Terms and Conditions for Gas and Electric Service by Applicant (Form 79-716) These documents are located online in PG&E's Tariff Book, which is available at <http://www.pge.com/> Should you require hard copies please contact your PG&E Representative.

Construction Options. The responsibility for providing line extension work is divided between PG&E and the Applicant. However, Applicant may ~~choose~~ choose to have a qualified contractor perform some of the work that is PG&E's responsibility, and may choose to have PG&E perform some or all of the work that is the Applicant's responsibility. Applicants who submit a new application for gas Distribution Main or Service Extension(s) on or after July 1, 2023, must pay PG&E its total estimated installed cost upon contract execution, in advance of PG&E commencing its work. Upon completion of the work and determination of actual costs, PG&E will provide Applicant with a final invoice or refund to account for a true-up to actual costs (excluding Betterment and Utility Convenience). For new applications for gas Distribution Main or Service Extension(s) submitted before July 1, 2023, and Electric Projects, PG&E will reimburse or collect money based on its estimate of the costs, (excluding Betterment and Utility Convenience), subject to the applicable rules. An Applicant's failure to pay a final invoice in a timely manner is a violation of PG&E's Gas Rules 15/16 and may result in discontinuance of service. Based on Applicant's request, the contract costs are based on the following construction options:

| PG&E Responsibility ¹ | | To Be Performed By | |
|----------------------------------|--|--------------------------|--------------------------|
| | | PG&E | Applicant |
| Gas | Main Trench | <input type="checkbox"/> | <input type="checkbox"/> |
| | Main Pipe Installation | <input type="checkbox"/> | <input type="checkbox"/> |
| | Service Pipe Installation | <input type="checkbox"/> | <input type="checkbox"/> |
| Electric | Distribution Wire and Equipment Installation | <input type="checkbox"/> | <input type="checkbox"/> |
| | Service Wire Installation | <input type="checkbox"/> | <input type="checkbox"/> |

| Applicant Responsibility ² | | To Be Performed By | |
|---------------------------------------|--|--------------------------|--------------------------|
| | | PG&E | Applicant |
| Gas | Service Trench | <input type="checkbox"/> | <input type="checkbox"/> |
| Electric | Distribution Trench | <input type="checkbox"/> | <input type="checkbox"/> |
| | Service Trench | <input type="checkbox"/> | <input type="checkbox"/> |
| | Distribution Substructure Installation | <input type="checkbox"/> | <input type="checkbox"/> |
| | Service Substructure Installation | <input type="checkbox"/> | <input type="checkbox"/> |

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.



DISTRIBUTION SERVICE AND EXTENSION AGREEMENT DECLARATIONS¹

DISTRIBUTION:
 Applicant (copy)
 Division (copy)
 CFM(Original)

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

- 1. PG&E's responsibilities per Rule 15.b.1.b and Rule 16.D.2
- 2. Applicant's responsibilities per Rule 15.b.1.a and Rule 16.D.1

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.



DISTRIBUTION SERVICE AND EXTENSION AGREEMENT DECLARATIONS

4. N/A

Refund/Discount Option Selection.

Applicant, in accordance with PG&E's extension rules, must select **one** of the following options for each commodity you are requesting service (gas and/or electric). Once the selection has been made, it cannot be changed.

| Gas | Electric |
|---|---|
| <input type="checkbox"/> 10-Year Subject to Refund Option - or - | <input type="checkbox"/> 10-Year Subject to Refund Option - or - |
| <input type="checkbox"/> Non-Refundable 50% Discount Option | <input type="checkbox"/> Non-Refundable 50% Discount Option |

ACCEPTED:

APPLICANT:

BY: _____
(Authorized Signature)

(Type or Print Name)

DATE: _____

MAILING ADDRESS: _____

PACIFIC GAS AND ELECTRIC CO.:

BY: _____
(Authorized Signature)



DISTRIBUTION SERVICE AND EXTENSION AGREEMENT DECLARATIONS

(Type or Print Name)

TITLE:

DIVISION:

DATE:



DISTRIBUTION SERVICE AND EXTENSION AGREEMENT DECLARATIONS

4. N/A

Refund/Discount Option Selection

Applicant, in accordance with PG&E's extension rules, must select **one** of the following options for each commodity you are requesting service (gas and/or electric). Once the selection has been made, it cannot be changed.

| Gas | Electric |
|---|---|
| <input type="checkbox"/> 10-Year Subject to Refund Option | <input type="checkbox"/> 10-Year Subject to Refund Option |
| - or - | - or - |
| <input type="checkbox"/> Non-Refundable 50% Discount Option | <input type="checkbox"/> Non-Refundable 50% Discount Option |

ACCEPTED:

GROUP OF APPLICANTS:

| | | |
|--|----------------------------------|--|
| BY: _____ (Authorized Signature) | MAILING ADDRESS: _____ | Amount of Payment/% \$ _____ / _____ |
| _____ | _____ | |
| (Type or Print Name) | | |

DATE: _____

| | | |
|--|----------------------------------|--|
| BY: _____ (Authorized Signature) | MAILING ADDRESS: _____ | Amount of Payment/% \$ _____ / _____ |
| _____ | _____ | |
| (Type or Print Name) | | |

DATE: _____

| | | |
|--|----------------------------------|--|
| BY: _____ (Authorized Signature) | MAILING ADDRESS: _____ | Amount of Payment/% \$ _____ / _____ |
| _____ | _____ | |
| (Type or Print Name) | | |

DATE: _____



DISTRIBUTION SERVICE AND EXTENSION AGREEMENT DECLARATIONS

BY: _____ **MAILING ADDRESS:** _____ **Amount of Payment/%**
 (Authorized Signature) _____ \$ _____ / _____

 (Type or Print Name) _____

DATE: _____

BY: _____ **MAILING ADDRESS:** _____ **Amount of Payment/%**
 (Authorized Signature) _____ \$ _____ / _____

 (Type or Print Name) _____

DATE: _____

PACIFIC GAS AND ELECTRIC CO.:

BY: _____
 (Authorized Signature)

 (Type or Print Name)

TITLE: _____

DIVISION: _____

DATE: _____

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT - 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 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.

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. Applicants who submit a new application for gas Distribution Main or Service Extension(s) on or after July 1, 2023, must pay PG&E its total estimated cost upon contract execution in advance of PG&E commencing its work.

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT - PROVISIONS

Upon completion of the work and determination of final actual costs, PG&E will provide Applicant with a final invoice or refund to account for a true-up to actual costs (excluding Betterment and Utility Convenience). For Electric Projects, PG&E will collect costs and provide reimbursements based on its estimated costs (excluding Betterment and Utility Convenience).

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.

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.

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT - PROVISIONS

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

8. Allowances and Payments.

Applicants who submit a new application for Gas Distribution Main or Service Extension(s) on or after July 1, 2023, must pay PG&E its total estimated cost upon contract execution in advance of PG&E commencing its work. Upon completion of the work and determination of final actual costs, PG&E will provide Applicant with a final invoice or refund to account for a true-up to actual costs (excluding Betterment and Utility Convenience). For Electric Projects, PG&E will collect costs and provide reimbursements based on its estimated costs (excluding Betterment and Utility Convenience).

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.

An Applicant's failure to pay a final invoice in a timely manner is a violation of PG&E's Gas Rules 15/16 and may result in discontinuance of service.

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. New applications for gas Distribution Main or Service Extensions submitted on or after July 1, 2023, will be subject to an Actual cost true-up or reconciliation of fees as appropriate.

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.

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT - PROVISIONS

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 each year for the first three years from the date PG&E is first ready to provide service. 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 unrefunded 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 thirty-six (36) months for gas service from the date PG&E is first ready to provide service, Applicant will pay to PG&E a 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.

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT - PROVISIONS

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, one (1) year 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.

Excess Facilities: If the loads provided by Applicant(s) results in Applicant, the approved contractor or PG&E having installed facilities which are in excess of those needed to serve the actual loads, PG&E may elect to do the following:

(a) For new applications for gas Distribution Main or Service Extensions submitted before July 1, 2023 and Electric Projects: (1) Applicant shall pay PG&E its estimated cost to remove, abandon, alter, or replace the excess facilities, including those facilities that PG&E reinforced, enlarged, or replaced in anticipation of Applicant's proposed load, less the estimated salvage for any removed facilities, or (2) Applicant shall pay PG&E 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, which are in excess of those facilities needed to serve Applicant's actual load. The total cost of the facilities PG&E reinforced, enlarged, or replaced are shown in Exhibit A.

(b) For Gas Eligible Projects, if the loads provided by Applicant(s) results in Applicant, the approved contractor or PG&E having installed facilities which are in excess of those needed to serve the actual loads, PG&E may elect to do the following: (1) Applicant shall pay PG&E its actual cost to remove, abandon, alter, or replace the excess facilities, including those facilities that PG&E reinforced, enlarged, or replaced in anticipation of Applicant's proposed load, less the actual salvage for any removed facilities in accordance with Section B.3.a., of Gas Rule No.15 Gas Main Extensions, or (2) Applicant shall pay PG&E 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, which are in excess of those facilities needed to serve Applicant's actual load. The total cost of the facilities PG&E reinforced, enlarged, or replaced are shown in Exhibit A.

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.

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT - PROVISIONS

12. Non-Refundable Amount.

Discount Option: Competitive Bidding - Installation by Applicant. In lieu of receiving refunds for the total refundable amount described in the Amount Subject to Refund section, Applicant may elect the Discount Option. Upon completion, acceptance and conveyance of the gas and electric facilities to PG&E, in accordance with the provisions of this Agreement, Applicant may elect to receive a lump sum payment of fifty percent (50%) of the refundable amount as shown in Exhibit A - Cost Summary.

Discount Option: Competitive Bidding - Installation by PG&E. In lieu of contributing the total refundable amount described in the Amount Subject to Refund section, Applicant has the option of contributing, on a non-refundable basis, fifty percent (50%) of the refundable amount as shown in Exhibit A - Cost Summary.

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.

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT - PROVISIONS

- 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

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT - PROVISIONS

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 (and Actual cost true-up for Gas-Eligible Projects only) 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 (and Actual cost true-up for Gas-Eligible Projects only) 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.

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT - PROVISIONS

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.

—
—

~~24:~~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.

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT - PROVISIONS

25.24. 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.

26.25. 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

27.26. 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.



Residential Rule 16 Gas and Electric Single Service Extension*

For Internal Use
Notification #
G-PM #
E-PM #
Prior MLX/PM #
Customer #

[DATE]

[CUSTOMER NAME]
[ADDRESS]
[CITY, STATE, ZIP]

RE: [PROJECT NAME,
ADDRESS]

Dear [CUSTOMER NAME]:

We are writing to let you know Pacific Gas and Electric Company (PG&E) will extend its facilities to provide residential gas and electric service to the project address listed above. This letter, including PG&E's tariffs, which are incorporated by reference below, will serve as our contract. As required by the California Public Utilities Commission (CPUC), special facilities will be handled in a separate contract. Per Decision 22-09-026, Residential Customers submitting an application for new gas service on or after July 1, 2023, do not qualify for Allowances, Refunds or Discount Option. Applicants who submit a new application for gas Service Extension(s) on or after July 1, 2023, must pay PG&E its total estimated installed cost upon contract execution, in advance of PG&E commencing its work. Upon completion of the work and determination of actual costs, PG&E will provide Applicant with a final invoice or refund to account for a true-up to actual costs (excluding Betterment and Utility Convenience). An Applicant's failure to pay a final invoice in a timely manner is a violation of PG&E's Gas Rules 15/16 and may result in discontinuance of service.

Please complete the following three steps to execute this contract.

1 Review the following project cost summary information.

| | GAS | ELECTRIC |
|--|----------------|----------|
| Total Service Costs | \$ | \$ |
| Residential allowance, a CPUC-approved credit applied to the cost of the job | NOT APPLICABLE | -\$ |
| Advance payment credit | -\$ | -\$ |
| Subtotal | \$ | \$ |
| Total Due (gas and electric) | \$ | |

All amounts include the Income Tax Component of Contribution (ITCC) PG&E is required to charge customers, where applicable.

2 Review these important terms and conditions.

This single-service extension agreement is allowed under PG&E's tariffs, including Gas and Electric rules 2, 15 and 16; Distribution and Service Extension Agreement-Provisions (Form 62-0982) and General Terms & Conditions for Gas and Electric Extension & Service Construction by Applicant (Form 79-716), all as approved and authorized by the CPUC. This agreement at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

You can view PG&E's tariffs online at pge.com/tariffs or contact me directly as indicated below.

3 After completing steps 1 and 2, complete and return the following items to PG&E.

- Submit the Payment Coupon with Total Due.
- Sign and return the enclosed Statement of Applicant's Contract Anticipated Costs (SACAC) [Form 79-1003] (explanation in box at right).

Please provide your payment and required forms within 90 days from [DATE]. PG&E is not bound by the costs set forth above if payment and the signed forms are not received by PG&E within 90 days.

If you have any questions, please contact me at [PG&E REP PHONE #] or by email at [LAN ID]@pge.com.

Sincerely,

ADDITIONAL INFORMATION

What is the SACAC form?

Under PG&E's Rule 16, you have a choice: you can perform the work yourself, hire a qualified contractor to perform the work or hire PG&E to do the work. We are required by the CPUC to provide you with PG&E's costs.

This form identifies our cost for the refundable service that is PG&E's responsibility to install. PG&E's costs were developed based on your choices within the application and may change if you change that choice.

How do I fill out the SACAC?

If you want to do this work yourself or have a qualified contractor do this work, please enter your estimated costs in the section of the SACAC form entitled "Applicant Costs" or check the box in the section entitled "Applicant's Election Not To Provide Costs," sign and return to PG&E. PG&E will send you a revised agreement by return mail only if you choose to provide your estimated costs.

If you want PG&E to do this work, please check the section "Applicant's Election Not to Provide Costs," sign and return the SACAC form along with a check for the Total Due specified in the table above.

You must return the completed SACAC form to PG&E regardless of who you choose to do the work.

Please follow payment instructions found on your Payment Coupon.

[PG&E REPRESENTATIVE'S NAME]

New Business Project Coordinator, Pacific Gas and Electric Company

BARCODE

Page 1 of 1

*Automated Document,
Preliminary Statement, Part A

Form 79-1018

Advice ~~4669-G/6742-E4768-~~
~~G/6973-E~~ October-2022 June
2023



Gas and Electric Extension Agreement*

For Internal Use
 Notification #
 G-PM #
 E-PM #
 Prior MLX/PM #
 Customer #

[CUSTOMER NAME]
 [ADDRESS]
 [CITY, STATE, ZIP]

RE: [PROJECT NAME,
 ADDRESS]

Dear [CUSTOMER NAME]:

We are writing to let you know Pacific Gas and Electric Company (PG&E) will extend its facilities to provide the requested gas and electric service to the project address listed above. PG&E's costs have been developed based on the choices and information provided in your application and may change if you make changes. This letter, including PG&E's tariffs, which are incorporated by reference below, will serve as our contract. As required by the California Public Utilities Commission (CPUC), special facilities will be handled in a separate contract. Per Decision 22-09-026, Residential Customers submitting an application for new gas service on or after July 1, 2023, do not qualify for Allowances, Refunds or Discount Option. Applicants who submit a new application for gas Distribution Main Extension(s) on or after July 1, 2023, must pay PG&E its total estimated installed cost upon contract execution, in advance of PG&E commencing its work. Upon completion of the work and determination of actual costs, PG&E will provide Applicant with a final invoice or refund to account for a true-up to actual costs. An Applicant's failure to pay a final invoice in a timely manner is a violation of PG&E's Gas Rules 15/16 and may result in discontinuance of service. Non-Residential Customers submitting an application for new gas service on or after July 1, 2023, may qualify for Allowances, Refunds or Discount Option if approved by the CPUC. Please complete the following four steps to execute this contract.

1 Review the following work responsibilities and cost information.

| WORK TO BE DONE BY | GAS MAIN | | GAS SERVICE | | ELECTRIC DISTRIBUTION | | | ELECTRIC SERVICE | | |
|--------------------|----------|------|-------------|------|-----------------------|---------|------------|------------------|---------|------------|
| | Trench | Pipe | Trench | Pipe | Trench | Substr. | Facilities | Trench | Substr. | Facilities |
| PG&E | | | | | | | | | | |
| Customer | | | | | | | | | | |

| | GAS | ELECTRIC |
|------------------------------------|-----|----------|
| Total non-refundable project costs | \$ | \$ |
| Refundable extension costs | \$ | \$ |
| Allowances (credit) | -\$ | -\$ |
| Net refundable amount | =\$ | =\$ |

| 10-YEAR REFUNDABLE OPTION | | |
|--|-----|-----|
| Net refundable amount | \$ | \$ |
| Credit for value of design and/or facilities provided by applicant | -\$ | -\$ |
| Total non-refundable project costs | +\$ | +\$ |
| Total (if you select this option) | =\$ | =\$ |

| NON-REFUNDABLE 50% DISCOUNT OPTION | | |
|--|-----|-----|
| Net refundable amount | \$ | \$ |
| Discount: 50% of Net refundable amount | -\$ | -\$ |
| Credit for value of design and/or facilities provided by applicant | -\$ | -\$ |
| Total non-refundable project costs | +\$ | +\$ |
| Total (if you select this option) | =\$ | =\$ |

| | | |
|---|----|----|
| Potential refund per residential lot/unit | \$ | \$ |
|---|----|----|

| | | |
|--|----|----|
| Potential reimbursement per service completion | | |
| Pressurized or energized system | \$ | \$ |
| Not pressurized or energized system | \$ | \$ |
| Reimbursement for other work performed | \$ | \$ |

DEFINITIONS AND EXPLANATIONS OF TERMS

(For more detail see rules 15 and 16):

Total non-refundable project costs include costs for work such as electric trench and excavation, conduits, inspections, streetlights, conversion from overhead to underground and contract processing.

Refundable extension costs include costs for facilities such as electric conductor, transformers and poles; gas pipe, gas share of distribution trench and regulators; and meters.

Allowances are a credit against refundable extension costs. They are based upon the number of residential units expected to be connected within the first six months and the expected annual non-residential net (distribution) revenue from your project.

Allowances granted under either option are subject to **deficiency billing** if the number of residential units connected or the annual non-residential net revenue falls below the forecast used to calculate the allowances.

Net refundable amount is the portion of overall costs eligible for refund to you based upon additional residential meters being set or upon increases in non-residential annual net (distribution) revenue. A cost-of-ownership charge is assessed against the Net refundable amount (except for individual residential applicants) per Rule 15.

Potential refund per residential lot/unit is for those lots/units for which you did not already receive an allowance (i.e., units not expected to be connected in the first six months). Any refunds may be decreased or eliminated by cost-of-ownership charges assessed under the provisions of Rule 15.

Potential reimbursement per service completion is the amount to which a customer may be entitled for performing certain service connection work PG&E would otherwise perform when installing service extensions and are not to be confused with refunds.

Reimbursement for other work performed is the amount to which a customer may be entitled for performing certain work (other than service completions) that normally is PG&E's responsibility.

All amounts listed include the Income Tax Component of Contribution (ITCC) PG&E is required to charge customers, where applicable.

BARCODE

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

*Automated Document,
Preliminary Statement, Part A



Gas and Electric Extension Agreement

2 Select one of the following payment options.

- 10-Year Refundable Option for Gas and Electric
- Non-Refundable 50 Percent Discount Option for Gas and Electric
- 10-Year Refundable Option for Gas and Non-Refundable 50 Percent Discount Option for Electric
- Non-Refundable 50 Percent Discount Option for Gas and 10-Year Refundable Option for Electric

| Gas | + | Electric | - | Advance | = | Total Due |
|----------------------|---|----------------------|---|----------------------|---|----------------------|
| <input type="text"/> | | <input type="text"/> | | <input type="text"/> | | <input type="text"/> |
| <input type="text"/> | | <input type="text"/> | | <input type="text"/> | | <input type="text"/> |
| <input type="text"/> | | <input type="text"/> | | <input type="text"/> | | <input type="text"/> |
| <input type="text"/> | | <input type="text"/> | | <input type="text"/> | | <input type="text"/> |

3 Review these important terms and conditions.

This Gas and Electric Extension Agreement is controlled by, and incorporates by reference, PG&E's tariffs, including Gas and Electric rules 2, 15, and 16; the Distribution and Service Extension Agreement-Provisions (Form 62-0982) and the General Terms & Conditions for Gas and Electric Extension & Service Construction by Applicant (Form 79-716), all as approved and authorized by the CPUC. This agreement at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

You can view PG&E's tariffs online at pge.com/tariffs or contact the PG&E representative listed below. Additional details underlying the amounts shown in this agreement, as well as the calculation of allowances, refunds or deficiency bills can also be provided by your local PG&E representative.

4 After completing steps 1, 2 and 3 and having checked one, but only one, of the four payment options above, please complete and return the following items to PG&E.

- Sign and return this contract as indicated below.
- Submit the Payment Coupon with Total Due based on your option selected.
- Sign and return the enclosed Statement of Applicant's Contract Anticipated Costs (SACAC) [Form 79-1003] (explanation in box to the right).

Please provide your payment and required forms within 90 days from [DATE]. PG&E is not bound by the costs set forth above if payment and the signed forms are not received by PG&E within 90 days.

If you have any questions, please contact [PG&E REP NAME] at [PHONE #] or by email at [LAN ID]@pge.com.

ADDITIONAL INFORMATION

What is the SACAC form?

Under PG&E's rules 15 and 16 you have a choice: you can perform the work yourself, hire a qualified contractor to perform the work or hire PG&E to do the work. We are required by the CPUC to provide you with PG&E's costs.

This form identifies our cost for the refundable service that is PG&E's responsibility to install. PG&E's costs were developed based on your choices within the application and may change if you change that choice.

How do I fill out the SACAC?

If you want to do this work yourself or have a qualified contractor do this work, please enter your estimated costs in the section of the SACAC form entitled "Applicant Costs" or check the box in the section entitled "Applicant's Election Not To Provide Costs," sign and return to PG&E. PG&E will send you a revised agreement by return mail only if you choose to provide your estimated costs.

If you want PG&E to do this work, please check the section "Applicant's Election Not to Provide Costs," sign and return the SACAC form along with a check for the Total Due based on the option you selected above.

You must return the completed SACAC form to PG&E regardless of who you choose to do the work.

Please follow payment instructions found on your Payment Coupon.

Pacific Gas and Electric Company

This contract has been reviewed and approved by:
[AUTHORIZED NAME]
[TITLE]

Customer

Agreed and accepted by:
Customer's Legal Name _____
Title _____
Signature _____
Date _____

BARCODE

*Automated Document,
Preliminary Statement, Part A

Form 79-1169

Advice 4768-G/6973-E 4669-G/6742-E-
October 2022/June 2023



GAS RULE NO. 15
GAS MAIN EXTENSIONS

Sheet 4

B. INSTALLATION RESPONSIBILITIES (Cont'd.)

- 2. **PG&E RESPONSIBILITY.** PG&E is responsible for the installation of Distribution Main, valves, regulators, and other related distribution equipment required to complete the Distribution Main Extension, including all necessary Trenching, backfilling, and other digging as required.

The Applicant may elect to provide the trench, as discussed in Section B.3.b. If Applicant chooses to perform the Trenching, it must also secure permits from the governmental authority having jurisdiction. Eligible Projects approved by the California Public Utilities Commission (CPUC or Commission) (see Section C.2.) that elects to perform trenching will receive a credit equal to PG&E's project-specific estimated cost-per-foot of trench.

3. INSTALLATION OPTIONS

- a. **PG&E-PERFORMED WORK.** Where requested by Applicant and mutually agreed upon, PG&E may furnish and install the Substructures and/or Protective Structures, provided Applicant pays PG&E its total estimated installed cost. Applicants who submit a new application for gas Distribution Main Extension(s) on or after July 1, 2023, must pay PG&E its total estimated cost upon contract execution in advance of PG&E commencing its work. Upon completion of the work and determination of final actual costs, PG&E will provide Applicant with a final invoice or refund to account for a true-up to actual costs (excluding Betterment and Utility Convenience).

An Applicant's failure to pay a final invoice in a timely manner is a violation of PG&E's Gas Rules 15/16 and may result in discontinuance of service.

- b. **APPLICANT-PERFORMED WORK.** Applicant may elect to install that portion of the new Distribution Main Extension normally installed by PG&E, in accordance with PG&E's design and specifications, using qualified contractors. (See Section G, Applicant Installation Option.)

C. EXTENSION ALLOWANCES

- 1. **GENERAL.** New applications for gas line extensions submitted on or after July 1, 2023 will not qualify for allowances, except for Eligible Projects approved by the California Public Utilities Commission (CPUC or Commission) (see Section C.2.). For Eligible Projects approved by the Commission, PG&E will complete a Distribution Main Extension without charge provided PG&E's total estimated installed cost in accordance with Section B.3.a., does not exceed the allowances from bona-fide loads to be served by the Distribution Main Extension within a reasonable time, as determined by PG&E. The allowance for Eligible Project applicants will be applied to the -combined refundable cost of the Distribution and

(Continued)

| | | | | |
|----------|-------------|------------------------------------|------------|------------------|
| Advice | 4669-G | Issued by | Submitted | October 20, 2022 |
| Decision | D.22-09-026 | Meredith Allen | Effective | July 1, 2023 |
| | | Vice President, Regulatory Affairs | Resolution | |



GAS RULE NO. 15
GAS MAIN EXTENSIONS

Sheet 4

Service Extensions.

(Continued)

Advice 4669-G
Decision D.22-09-026

Issued by
Meredith Allen
Vice President, Regulatory Affairs

Submitted October 20, 2022
Effective July 1, 2023
Resolution _____



GAS RULE NO. 15
GAS MAIN EXTENSIONS

Sheet 5

C. EXTENSION ALLOWANCES (Cont'd.)

2. CPUC APPROVAL FOR ALLOWANCES.

New applications for gas line extensions submitted on or after July 1, 2023, will not qualify for allowances, except for Eligible Projects approved by the Commission.

The gas line extension allowance (either a 10-year refundable payment option or a 50 percent discount payment option) may only be applied if approved by the Commission in the annual filing described below.

PG&E may request approval from the Commission via an annual application for a gas line extension allowance (either a 10-year refundable payment option or a 50 percent discount payment option) for specific, unique non-residential Eligible Projects meeting the criteria established in Decision (D.)22-09-026. PG&E shall file an application with the Commission, on behalf of the applicant(s), to determine if the project meets project criteria eligibility as defined in Section I by July 1 of each year starting in 2023. The criteria are:

- (a) The project shows a demonstrable reduction in greenhouse gas emissions;
- (b) The project's gas line extension is consistent with California's climate goals, including those articulated in Senate Bill 32 (Pavley, 2016); and
- (c) The project demonstrates that it has no feasible alternatives to the use of natural gas, including electrification.

3. BASIS OF ALLOWANCES. For Eligible Projects approved by the Commission, allowances shall be granted to an Applicant for non-residential Permanent Service; or to an Applicant for a non-residential subdivision or development under the following conditions:

- a. PG&E is provided evidence that construction will proceed promptly and financing is adequate; and
- b. Applicant has submitted evidence of building permit(s) or lease agreement(s); or
- c. Where there is equivalent evidence of gas usage satisfactory to PG&E.

(Continued)

| | | | | |
|-----------------|-------------|---|-------------------|-------------------------|
| <i>Advice</i> | 4669-G | <i>Issued by</i> | <i>Submitted</i> | <u>October 20, 2022</u> |
| <i>Decision</i> | D.22-09-026 | Meredith Allen | <i>Effective</i> | <u>July 1, 2023</u> |
| | | <i>Vice President, Regulatory Affairs</i> | <i>Resolution</i> | <u></u> |



GAS RULE NO. 15
GAS MAIN EXTENSIONS

Sheet 6

C. EXTENSION ALLOWANCES (Cont'd.)

3. BASIS OF ALLOWANCES (Cont'd).

The allowances in Section C.4 are based on a revenue-supported methodology using the following formula:

$$\text{Allowance} = \frac{\text{Net Revenue}}{\text{Cost-of-Service Factor}}$$

where the Cost of Service Factor is the annualized utility-financed Cost of Ownership as stated in Gas Rule 2.

- 4. ELIGIBLE PROJECT ALLOWANCES. For Eligible Projects approved by the Commission, the allowance for Distribution Main Extensions, Service Extensions, or a combination thereof, for non-residential Permanent service is determined by PG&E using the formula in Section C.3.

Where the Distribution Main Extension of an Eligible Project will serve a combination of residential and non-residential meters, no residential allowances will be added to the non-residential allowances.

- 5. SEASONAL, INTERMITTENT, AND INSIGNIFICANT NON-RESIDENTIAL LOADS. When Applicant of an Eligible Project approved by the Commission requests service that requires an extension to serve loads that are seasonal or intermittent, the allowance for such non-residential loads shall be determined using the formula in Section C.3. No allowance will be provided where service is used only for emergency purposes, or for Insignificant Loads.

D. CONTRIBUTIONS OR ADVANCES BY APPLICANT

- 1. GENERAL. Contributions or Advances by an Applicant to PG&E for the installation of a Distribution Main Extension to receive PG&E service consists of such things as cash payments, the value of the facilities deeded to PG&E, and the value of Trenching performed by Applicant.
- 2. PROJECT-SPECIFIC COST ~~ESTIMATES~~. PG&E's total estimated installed cost will be based on a project-specific estimated cost with a final invoice or refund to account for a true-up to actual cost, in accordance with Section B.3.a.
- 3. CASH ADVANCE. A cash advance will only be required if Applicant's excess allowance is less than PG&E's total estimated installed cost to complete a Distribution Main Extension.

(Continued)

| | | | | |
|----------|-------------|------------------------------------|------------|------------------|
| Advice | 4669-G | Issued by | Submitted | October 20, 2022 |
| Decision | D.22-09-026 | Meredith Allen | Effective | July 1, 2023 |
| | | Vice President, Regulatory Affairs | Resolution | |



GAS RULE NO. 15
GAS MAIN EXTENSIONS

Sheet 7

D. CONTRIBUTIONS OR ADVANCES BY APPLICANT (Cont'd.)

4. **POSTPONEMENT.** For Eligible Projects approved by the Commission, at PG&E's option, the payment of that portion of such an advance that PG&E estimates would be refunded within six (6) months under provisions of this rule may be postponed for six (6) months if: (1) PG&E is provided evidence the construction will proceed promptly and financing is adequate; (2) Applicant has submitted evidence of building permits(s) or lease agreement(s); or (3) where there is equivalent evidence of gas usage satisfactory to PG&E; and (4) Applicant agrees in writing to pay at the end of six (6) months all amounts not previously Advanced.
5. **TAX.** All Contributions and Advances by Applicant are taxable and shall include an Income Tax Component Contribution (ITCC) at the rate provided in PG&E's Preliminary Statement. ITCC Tax will be either refundable or non-refundable in accordance with the corresponding Contribution.
6. **REFUNDABLE AND NON-REFUNDABLE AMOUNTS.** New applications for gas line extensions submitted on or after July 1, 2023 will not qualify for refunds, except for Eligible Projects approved by the Commission. For Eligible Projects approved by the Commission, the Applicant shall advance or contribute, before the start of PG&E's construction, the following:
 - a. **REFUNDABLE AMOUNT.** For Eligible Projects approved by the Commission, the Applicant's refundable amount is the portion of PG&E's total ~~estimated~~ installed cost in accordance with Section B.3.a., including taxes, to complete the Distribution Main Extension (including distribution regulators, PG&E's ~~estimated~~ value of the Distribution Trenching, ~~and~~ any non-residential service facilities, and excluding Betterment), that exceeds the amount of the Distribution Main Extension allowance determined in Section C; or,
 - b. **NON-REFUNDABLE DISCOUNT OPTION.** For Eligible Projects, in lieu of contributing the refundable amount determined in Section D.6.a, Applicant has the option of contributing, on a non-refundable basis, fifty percent (50%) of such refundable amount, plus
 - c. **OTHER NON-REFUNDABLE AMOUNTS.** Applicant's non-refundable amount is PG&E's ~~estimated~~ value of the Substructures, Protective Structures, required by PG&E for the Distribution Main Extension under Section B.1.
7. **JOINT 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 may mutually agree.

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| <i>Decision</i> | D.22-09-026 | <i>Meredith Allen</i> | <i>Effective</i> | July 1, 2023 |
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GAS MAIN EXTENSIONS

Sheet 8

D. CONTRIBUTIONS OR ADVANCES BY APPLICANT (Cont'd.)

8. PAYMENT ADJUSTMENTS.

- a. CONTRACT COMPLIANCE. If, after six (6) months following the date PG&E is first ready to serve non-residential loads for which allowances were granted, Applicant of an Eligible Project approved by the Commission fails to take service, or fails to use the service contracted for, Applicant shall pay PG&E an additional Contribution or Advance, based on the allowances for the revenues actually generated.*

- b. EXCESS FACILITIES. If the loads provided by Applicant(s) result in PG&E installing facilities which are in excess of those needed to serve the actual loads, and PG&E elects to reduce such excess facilities, Applicant shall pay PG&E its ~~estimated~~ total cost to remove, abandon, or replace its excess facilities, less the ~~estimated~~ salvage value of any removed facilities in accordance with Section B.3.a.

E. REFUND BASIS

- 1. GENERAL. New applications for gas line extensions submitted on or after July 1, 2023 will not qualify for refunds, except for Eligible Projects approved by the Commission. For Eligible Projects approved by the Commission, refunds are based on the allowances and conditions in effect at the time the contract is signed. Residential Allowances: the allowance in excess of that needed for the Residential Service Extension in accordance with Rule 16 will be applied to the Distribution Main Extension to which the Service Extension is connected. Non-Residential Allowances: the allowances for non-residential applicants will be applied to the combined refundable cost of the Distribution and Service Extension.

- 2. TOTAL REFUNDABLE AMOUNT. For Eligible Projects approved by the Commission, the total amount subject to refund is the sum of the refundable amounts made under Section D.6.

- 3. REFUND PERIOD. For Eligible Projects approved by the Commission, the total refundable amount is subject to refund for a period of ten (10) years after the Distribution Main Extension is first ready for service.

* Under the measures of the Emergency Consumer Protection Plan and pursuant to Advice 4446-G/6216-E, residential Applicants whose Ready to Serve date is between September 19, 2019 and June 30, 2021, that included the time period of the COVID-19 restrictions (March 1, 2020 through June 30, 2021) and their revenue review resulted in an additional contribution or Advance, PG&E will apply a second term to set their meters and meet their obligation (a "term" is equal to an additional six months), beginning on July 1, 2021. For non-residential Applicants, the revenue review period would continue pursuant to Advice 3420-G/4288-G but will exclude the months during the COVID-19 restriction period. The deferral would begin on July 1, 2021 and

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would equal the number of months that the Applicant's "normal" review period would have occurred within the COVID-19 restriction time frame.

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Sheet 12

G. APPLICANT INSTALLATION OPTION

1. **COMPETITIVE BIDDING.** When Applicant selects competitive bidding, the Distribution Main Extension may be installed by Applicant's qualified contractor or subcontractor in accordance with PG&E design and specifications. Under this option, the following applies:
 - a. Upon completion of Applicant's installation, and acceptance by PG&E, ownership of such facilities will transfer to PG&E.
 - b. Applicant shall provide to PG&E, prior to PG&E preparing the line extension contact, the Applicant's Contract Anticipated Costs subject to refund to perform the work normally provided by PG&E. The Applicant shall submit, on a form provided by PG&E, a 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 estimated costs.
 - c. Applicant shall pay to PG&E, subject to the refund and allowance provisions of Rules 15 and 16, PG&E's ~~estimated~~ cost of work performed by PG&E for the Distribution Main Extension, including the ~~estimated~~ costs of design, administration, and installation of any additional facilities.
 - d. The lower of PG&E's estimated refundable costs, or Applicant's Contract Anticipated Costs, as reported in G.1.b., for the work normally performed by PG&E, shall be subject to the refund and allowance provisions of Rules 15 and 16.
 - e. Applicant shall pay to PG&E the ~~estimated~~ cost of PG&E's inspection, ~~which shall be a fixed amount not subject to reconciliation in accordance with Section B.3.a. For applications before July 1, 2023, inspection cost shall be a fixed amount not subject to reconciliation.~~ For Eligible Projects non-residential applications for gas Distribution Main Extensions submitted on or after July 1, 2023 approved by the Commission, such inspection costs may be subject to otherwise available allowances up to the difference between the Applicant's Contract Anticipated Costs as reported in G.1.b. and PG&E's estimated costs for performing the same work, but not to exceed PG&E's estimated costs.
 - f. Only duly authorized employees of PG&E are allowed, to connect to, disconnect from, or perform any work upon PG&E's facilities.

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Sheet 15

H. SPECIAL CONDITIONS (Cont'd.)

- 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 condition(s) which may be mutually agreed upon.
- 4. 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.

I. DEFINITIONS FOR RULE 15

ADVANCES: Cash payments made to PG&E prior to the initiation of any work done by PG&E which is not covered by allowances.

APPLICANT: A person or agency requesting PG&E to supply gas service.

APPLICANT'S CONTRACT ANTICIPATED COST: The cost estimate provided by the Applicant's contractor to the Applicant for performing the applicable refundable work, as stated on the Statement of Applicant's Contract Anticipated Costs (Form 79-1003), or in the case where the work is performed by the Applicant, the Applicant's own cost estimate on the signed form.

ACTUAL COSTS: PG&E's total costs incurred, including direct indirect and overhead costs billed in accordance with PG&E's systems for allocating charged to customers. Direct, indirect and overhead costs include, without limitation, payroll, payroll taxes, external charges, benefits, Allowance for Funds Used During Construction, Administrative and General Costs, estimating, mapping, surveying, land rights acquisition, transportation, service planning, contract management, sourcing, stores and tool expense, material and supplies, public liability and property damage insurance, as set forth in PG&E's tariffs, estimated state and federal income tax, and other costs charged under such systems, as may be modified from time to time.

BETTERMENT: Facilities installed for PG&E's operating convenience such as, but not limited to the following: to improve gas flow or correct poor pressure conditions, to increase line capacity available to an existing system, to permit pressure conversion of an area, or to install proportionally larger pipe than necessary to provide for future load growth, will be installed at the expense of PG&E.

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GAS MAIN EXTENSIONS

Sheet 18

I. DEFINITIONS FOR RULE 15 (Cont'd.)

OWNERSHIP CHARGE: Monthly charge as a percentage rate applied against the outstanding unrefunded refundable balance after thirty-six (36) months from the date PG&E is first ready to serve. Serves to recover the cost of operating and maintaining customer-financed facilities that are not fully utilized.

PERMANENT SERVICE: Service which, in the opinion of PG&E is of a permanent and established character. This may be continuous, intermittent, or seasonal in nature.

PROTECTIVE STRUCTURES: Fences, retaining walls (in lieu of grading), barriers, posts, barricades, and other structures as required by PG&E.

RESIDENTIAL DEVELOPMENT: Five (5) or more dwelling units in two (2) or more buildings located on a single parcel of land.

RESIDENTIAL SUBDIVISION: An area of five (5) or more lots for residential dwelling units which may be identified by filed subdivision plans or an area in which a group of dwellings may be constructed about the same time, either by a builder or several builders working on a coordinated basis.

SEASONAL SERVICE: Gas service to establishments which are occupied seasonally or intermittently, such as seasonal resorts, cottages, or other part-time establishments.

SUBSTRUCTURES: The surface and subsurface structures which are necessary to contain or support PG&E's gas facilities. This includes, but is not limited to, equipment vaults and boxes, required sleeves for street crossings, and enclosures, foundations, or pads for surface-mounted equipment.

TRENCHING: See Excavation.

UTILITY CONVENIENCE: When, in the judgment of Utility, the relocation or rearrangement of a service is necessary for the maintenance of adequate service, or for the operating convenience of Utility, Utility normally will perform such work at its own expense.



GAS RULE NO. 16
GAS SERVICE EXTENSIONS

Sheet 11

D. RESPONSIBILITIES FOR NEW SERVICE FACILITIES (Cont'd.)

1. APPLICANT RESPONSIBILITY. (Cont'd.)

h. REASONABLE CARE. Applicant shall exercise reasonable care to prevent PG&E's Service Extension, meters and other facilities owned by PG&E on Applicant's Premises from being damaged or destroyed, and shall refrain from interfering with PG&E's operation of the facilities and shall notify PG&E of any obvious defect. Applicant may be required to provide and install suitable protection (barrier posts, etc.) as required by PG&E.

2. PG&E RESPONSIBILITY

a. INSTALL SERVICE FACILITIES. PG&E will furnish, install, own and maintain the Service Facilities, as applicable after Applicant meets all requirements to receive service.

b. GOVERNMENT INSPECTION. PG&E will establish gas service to Applicant following notice from the governmental authority having jurisdiction that the customer-owned facilities have been installed and inspected in accordance with any applicable laws, codes, ordinances, rules, or regulations, and are safe to pressurize.

3. INSTALLATION OPTIONS.

a. PG&E PERFORMED WORK. Where requested by Applicant and mutually agreed upon, PG&E may perform that portion of the new Service Extension work normally the responsibility of Applicant according to Section D. 1, provided Applicant pays PG&E its total estimated installed cost. Applicants who submit a new application for gas Service Extension(s) or service relocation or rearrangement at Applicant convenience, on or after July 1, 2023, must pay PG&E its total estimated cost upon contract execution in advance of PG&E commencing its work. Upon completion of the work and determination of final actual costs, PG&E will provide Applicant with a final invoice or refund to account for a true-up to actual costs (excluding Betterment and Utility Convenience).

An Applicant's failure to pay a final invoice in a timely manner is a violation of PG&E's Gas Rules 15/16 and may result in discontinuance of service.

b. APPLICANT PERFORMED WORK. Applicant may elect to use competitive bidding to install that portion of the new Service Extension normally installed and owned by PG&E, in accordance with the same provisions outlined in Rule 15.

(Continued)



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GAS SERVICE EXTENSIONS

Sheet 13

E. ALLOWANCES AND PAYMENTS BY APPLICANT (Cont'd.)

4. PAYMENTS (Cont'd.)

b. TAX. Any payments or contribution of facilities by Applicant are taxable Contributions in Aid of Construction (CIAC) and shall include an Income Tax Component of Contribution (ITCC) for state and federal tax at the rate provided in PG&E's Preliminary Statement.

c. OTHER. PG&E's total ~~estimated costs~~, in accordance with Section D.3.a., for any work it performs that is Applicant's responsibility, or performs for the convenience of Applicant.

5. REFUNDS. No refunds apply to the installation of Residential Service Facilities under this Rule.

F. EXISTING SERVICE FACILITIES

1. SERVICE REINFORCEMENT.

a. PG&E-OWNED. When PG&E determines that its existing Service Facilities require replacement the existing Service Facilities shall be replaced as a new Service Extension under the provisions of this rule.

(Continued)



GAS RULE NO. 16
GAS SERVICE EXTENSIONS

Sheet 14

F. EXISTING SERVICE FACILITIES (Cont'd.)

1. SERVICE REINFORCEMENT. (Cont'd.)

b. APPLICANT OWNED. The Applicant shall replace or reinforce that portion of the Service Extension which the Applicant will continue to own under the provisions of this rule.

2. SERVICE RELOCATION OR REARRANGEMENT.

a. PG&E CONVENIENCE. When, in the judgment of PG&E, the relocation or rearrangement of a service is necessary for the maintenance of adequate service, or for the operating convenience of PG&E, PG&E normally will perform such work at its own expense, except as provided in Sections F.2.b, F.3 or F.4.

b. APPLICANT CONVENIENCE. Any relocation or rearrangement of PG&E's existing Service Facilities, at the request of Applicant (aesthetics, building additions, remodeling, etc.) and agreed upon by PG&E, the work shall be performed at Applicant expense in accordance with Section D.3.a., ~~except that Applicant shall pay PG&E its total estimated costs.~~

In all instances, PG&E shall abandon or remove the existing facilities at the option of PG&E, rendered idle by the relocation, or rearrangement.

3. IMPAIRED ACCESS AND CLEARANCES. Whenever PG&E determines that:

a. ACCESS. Its existing Service Facilities have become inaccessible for inspections, operating, maintenance, meter reading, or testing; or,

b. CLEARANCE. A hazardous condition exists, or any of the required clearances between the existing Service Facilities and any object become impaired, under any applicable laws, ordinances, rules, regulations of PG&E or of public authorities, then the following applies:

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Sheet 15

F. EXISTING SERVICE FACILITIES (Cont'd.)

3. IMPAIRED ACCESS AND CLEARANCES. (Cont'd.)

c. CORRECTIVE ACTION. Applicant or owner shall, at Applicant's or owner's expense, either correct the access or clearance infractions, or pay PG&E its total ~~estimated~~ cost in accordance with Section D.3.a. to relocate its facilities to a new location which is acceptable to PG&E. Applicant or owner shall also be responsible for the expense to relocate any equipment which Applicant owns and maintains. Failure to comply with corrective measures within a reasonable time may result in discontinuance of service.

4. DAMAGED FACILITIES. When PG&E's facilities are damaged by others, the repair will be made by PG&E at the expense of the party responsible for the damage. Applicants are responsible for repairing their own facilities.

5. SUBDIVISION OF PREMISES. When PG&E's Service Facilities are located on private property, and such private property is subsequently subdivided into separate Premises, with ownership transferred to other than Applicant or customer, the subdivider is required to provide PG&E with adequate rights of way, satisfactory to PG&E, for its existing facilities, and to notify property owners of the subdivided Premises of the existence of the right-of-way.

When adequate rights-of-way are not granted as a result of the property subdivision, PG&E shall have the right, upon written notice to the current customer, to discontinue service without obligation or liability. The existing owner, Applicant or customer shall pay to PG&E the total ~~estimated costs~~ of any required relocation of PG&E's facilities in accordance with Section D.3.a. A new gas ~~service~~ Service Extension will be re-established in accordance with the provisions of Section D for new services and the provisions of any other applicable PG&E rules.

G. PERIODIC REVIEW. PG&E will periodically review the factors it uses to determine its allowances and costs stated in this rule. If such review results in a change of more than five percent (5%), PG&E will submit a tariff revision proposal to the Commission for review and approval. Such proposed changes shall be submitted no sooner than six (6) months after the last revision.

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Sheet 16

H. 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 Public Utilities Commission for a special ruling or for the approval of special conditions which may be mutually agreed upon.

I. DEFINITIONS FOR RULE 16

ACTUAL COSTS: PG&E's total costs incurred, including direct indirect and overhead costs billed in accordance with PG&E's systems for allocating charged to customers. Direct, indirect and overhead costs include, without limitation, payroll, payroll taxes, external charges, benefits, Allowance for Funds Used During Construction, Administrative and General Costs, estimating, mapping, surveying, land rights acquisition, transportation, service planning, contract management, sourcing, stores and tool expense, material and supplies, public liability and property damage insurance, as set forth in PG&E's tariffs, estimated state and federal income tax, and other costs charged under such systems, as may be modified from time to time.

APPLICANT: A person or agency requesting PG&E to supply Gas Service.

BETTERMENT: Facilities installed for PG&E's operating convenience such as, but not limited to the following: to improve gas flow or correct poor pressure conditions, to increase line capacity available to an existing system, to permit pressure conversion of an area, or to install proportionally larger pipe than necessary to provide for future load growth, will be installed at the expense of PG&E.

DISTRIBUTION MAIN: PG&E's gas facilities, which are operated at distribution pressure and which are designed to supply three (3) or more services.

ELIGIBLE PROJECT. A non-residential project meeting the criteria outlined in section C.2. may receive line extension allowances – either a 10-year refundable payment option or a 50-percent discount payment option – if the Commission approves the Applicant's project as an Eligible Project in PG&E's annual application filing to receive such allowances, refunds, or discounts.

EXCAVATION: All necessary trenching, backfill, and other digging as required to install Service Extensions, including furnishing of any imported backfill material and disposal of spoil as required, surface repair and replacement, landscape repair and replacement.

FRANCHISE AREA: Public streets, roads, highways, and other public ways and places where PG&E has a legal right to occupy under franchise agreements with governmental bodies having jurisdiction.

INSIGNIFICANT LOADS: These are small operating loads, such as log lighters,

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Sheet 16

barbecues, outdoor lighting, etc.

INTERMITTENT LOADS: Loads which, in the opinion of PG&E, are subject to discontinuance for a time or at intervals.

PREMISES: All of the real property and apparatus employed in a single enterprise on a integral parcel of land undivided, excepting in the case of industrial, agricultural, oil field, resort enterprises, and public or quasi-public institutions, by a dedicated street, highway or other public thoroughfare or a railway. Automobile parking lots constituting a part of and adjacent to a single enterprise may be separated by an alley from the remainder of the premises served.

PROTECTIVE STRUCTURES: Fences, retaining walls (in lieu of grading), barriers, posts, barricades and other structures as required by PG&E.

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GAS SERVICE EXTENSIONS

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I. DEFINITIONS FOR RULE 16 (Cont'd.)

SEASONAL SERVICE: Gas service to establishments which are occupied seasonally or intermittently, such as seasonal resorts, cottages, or other part time establishments.

SERVICE DELIVERY POINT: Where PG&E's Service Facilities are connected to Applicant's pipe (house line), normally adjacent to the location of the meter(s).

SERVICE EXTENSION: The pipe, valves, meters, regulators, and associated equipment extending from the point of connection at the Distribution Main to the Service Delivery Point, which is normally on Applicant's Premises.

SUBSTRUCTURES: The surface and subsurface structures which are necessary to contain or support PG&E's gas facilities. This includes, but is not limited to, equipment vaults and boxes, required sleeves for street crossings, and enclosures, foundations or pads for surface-mounted equipment.

TRENCHING: See Excavation.

UTILITY CONVENIENCE: When, in the judgment of Utility, the relocation or rearrangement of a service is necessary for the maintenance of adequate service, or for the operating convenience of Utility, Utility normally will perform such work at its own expense.

**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.
Braun Blaising Smith Wynne, P.C.
California Community Choice Association
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
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
Downey Brand LLP
Dish Wireless L.L.C.

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

GenOn Energy, Inc.
Green Power Institute
Hanna & Morton
ICF

iCommLaw
International Power Technology
Intertie

Intestate Gas Services, Inc.

Johnston, Kevin
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
McClintock IP
McKenzie & Associates

Modesto Irrigation District
NLine Energy, Inc.
NRG Solar

OnGrid Solar
Pacific Gas and Electric Company
Peninsula Clean Energy

Pioneer Community Energy

Public Advocates Office

Redwood Coast Energy Authority
Regulatory & Cogeneration Service, Inc.

Resource Innovations

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
Stoel Rives LLP

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