

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



Pacific Gas & Electric Company
ELC (Corp ID 39)
Status of Advice Letter 6975E
As of July 29, 2024

Subject: Electric Rule 13 Exceptional Case Submittal for Electric Transmission Service Facilities to Santa Clara Valley Transit Authority ("VTA"), in Accordance with General Order 96-B, Section 9.2.3

Division Assigned: Energy

Date Filed: 06-29-2023

Date to Calendar: 07-07-2023

Authorizing Documents: None

Disposition:	Accepted
Effective Date:	07-11-2024

Resolution Required: No

Resolution Number: E-5293

Commission Meeting Date: 07-11-2024

CPUC Contact Information:

edtariffunit@cpuc.ca.gov

AL Certificate Contact Information:

Kimberly Loo

(279)789-6209

PGETariffs@pge.com

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



To: Energy Company Filing Advice Letter

From: Energy Division PAL Coordinator

Subject: Your Advice Letter Filing

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

The AL status certificate indicates:

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- Disposition of Filing (Accepted, Rejected, Withdrawn, etc.)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

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

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

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

June 29, 2023

Advice 6975-E

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

Subject: Electric Rule 13 Exceptional Case Submittal for Electric Transmission Service Facilities to Santa Clara Valley Transit Authority (“VTA”), in Accordance with General Order 96-B, Section 9.2.3.

Purpose

Santa Clara Valley Transit Authority (“VTA”) is requesting temporary electric service under Electric Rule 13 to energize a tunnel boring machine and construction equipment with significant load demands as indicated in the application for temporary electric transmission service that VTA submitted to PG&E. The application requests temporary 115kV service in connection with construction activities for VTA’s BART Silicon Valley Phase II project (BSVII) for a subsurface tunnel that will be used to extend Bay Area Rapid Transit District (“BART”) service from Milpitas through San Jose.

Pacific Gas and Electric Company (PG&E) hereby seeks approval of non-standard agreements between PG&E and Santa Clara Valley Transit Authority (“VTA”) pursuant to Electric Rule 13, Rule 7.1 of CPUC General Order (G.O.) 96-B and in accordance with G.O. 96-B, Section 9.2.3. Approval of the Advice Letter will ensure recovery of costs associated with the installation of temporary 115 kV electric transmission service facilities to serve VTA’s temporary tunnel boring load to a service delivery point at a VTA-owned substation located on Newhall Street in San Jose. PG&E anticipates that upon completion of the VTA tunnel project, the electric transmission service facilities providing temporary service to VTA may be reclassified as permanent traction power to BART.¹

¹ Although this is reasonably foreseeable, to date, BART has not submitted any application for permanent traction power at this location. For this reason, PG&E is treating the electric transmission service facilities to be of questionable permanency under Rule 13.

The electric transmission service facilities consist of a single new 115kV transmission line, together with upgrades to PG&E's existing FMC Substation to serve VTA's temporary tunnel boring load. The estimated cost of this work is \$16,368,882. The new facilities are expected to be operational by June of 2025.

Background

The need for the new transmission service facilities and upgrades to PG&E's FMC substation are initially to serve VTA's electric load. VTA will bear the cost responsibility for the temporary facilities. The terms of this Advice Letter have been negotiated and agreed upon with VTA prior to this Advice Letter submittal.

To address the unique circumstances presented by this request for temporary service of transmission load,² PG&E proposes to utilize its Agreement to Perform Tariff Schedule Related Work, Electric Form No. 62-4527 (Work Performance Agreement), which will incorporate by reference the tariff rule for the provision of Temporary Service, Electric Rule 13. The Work Performance Agreement is a general purpose form used for a variety of tariff-related services. Under the standard Work Performance Agreement, the applicant agrees to pay PG&E the specified contract price, which is based on PG&E's estimated cost of the work performed by PG&E, in accordance with Electric Rule 13. These charges are typically collected at the time the Work Performance Agreement is entered into and in advance of the work.

For temporary service to VTA's BSVII project, PG&E accommodated VTA's request to pay for the work on an actual cost basis, rather than an estimated cost basis. The work associated with constructing this new service entails a substantial scope of work. Performing such a large project on an estimated cost basis creates a risk that the cost estimate may not accurately capture the cost that will be incurred during the project. For example, should the actual costs incurred later be determined to be higher than the estimated costs, PG&E would bear those additional costs that exceeded the cost estimate. Alternatively, should the actual costs be lower than the estimate, VTA would bear more than the amount PG&E actually incurred to perform the work. Instead, this new service request allows for progress billing during the course of the work. The final invoice will reflect the full actual cost of the work, with appropriate credits for payments received from VTA. In addition, the parties contemplate that the transmission service facilities will be subsequently reclassified as permanent service to provide traction power to BART, which will avoid the need to incur cost associated with the removal of temporary facilities. The performance of large-scale work at the request of others, such as for a

² VTA initiated this request in 2020 by submitting an Application for Commercial/Industrial Service (Form 62-0685), which provided that the service contemplated was temporary 115 kV transmission service to energize the temporary construction activities associated with VTA's BSVII project.

governmental agency, on an actual cost basis has been approved by the Commission in other matters.³

Proposed Agreement

PG&E and VTA have entered into a specially prepared agreement, Agreement to Perform Tariff Schedule Related Work, PG&E Form 62-4527 (Agreement) that addresses the unique circumstances surrounding this temporary service, which is enclosed as Attachment 2. Exhibit A of the Agreement contains a description of work. Exhibit B provides a cost breakdown based upon PG&E's preliminary estimated installed cost. Exhibit C memorializes the additional terms and special conditions of the Agreement and incorporates by reference, Electric Tariff Rules 13. Exhibit C also identifies certain exceptions to these Tariffs, including payment for the work on a progressive basis, and the waiver of the Applicant Design and Applicant Installation options. The Agreement is conditioned on obtaining the Commission's approval.⁴

Protests

Anyone wishing to protest this submittal may do so by letter sent electronically via E-mail, no later than July 19, 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).

³ See PG&E Advice 6135-E, approved on July 15, 2021.

⁴ Attachment 2, Exhibit C, Paragraph 1.

Effective Date

Pursuant to General Order (G.O.) 96-B, Rule 5.3, this advice letter is submitted with a Tier 3 designation. PG&E requests that this Tier 3 advice submittal become effective upon submittal.

Pursuant to Section 9.2.3 of G.O. 96-B, PG&E may provide service to a government agency under terms and conditions otherwise deviating from its tariffs then in effect. PG&E may begin such service without prior Commission approval, but the utility shall promptly submit an advice letter to notify the Commission of PG&E's provision of such service and of the rates, charges, terms and conditions under which the service is provided.

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. 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: Revised Contracts and Deviations Tariff

Attachment 2: Signed Agreement to Perform Tariff Schedule Related Work (Form 62-4257)

cc: Santa Clara Valley Transit Authority



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 E)

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) #: 6975-E

Tier Designation: 3

Subject of AL: Electric Rule 13 Exceptional Case Submittal for Electric Transmission Service Facilities to Santa Clara Valley Transit Authority ("VTA"), in Accordance with General Order 96-B, Section 9.2.3

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 #:

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: 6/29/23

No. of tariff sheets: 3

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.
56291-E	LIST OF CONTRACTS AND DEVIATIONS (Continued) Sheet 18	50562-E
56292-E	ELECTRIC TABLE OF CONTENTS Sheet 1	56144-E
56293-E	ELECTRIC TABLE OF CONTENTS Sheet 21	52994-E



LIST OF CONTRACTS AND DEVIATIONS
(Continued)

Sheet 18

Name and Location of Customer		Most Comparable Regular Tariff			
PG&E Installation Reference No.	Type or Class of Service	Execution and Expiration Dates	Commission Authorization Number and Date	Schedule or Rule No.	Contract Difference
MISSION TRAIL REGION (Cont'd.)					
<u>Other Public Agencies</u>					
Santa Barbara County Water Agency Santa Maria Valley Conservation Dist.	General Service	5-19-59 Indefinite*2	G.O.96,X.B. 7-22-59	Rule 15	Monthly Charge for Excess Facilities
Santa Clara County Transit District	Railway	9-23-87 20 Years	Res. E-3049 9-23-87	Rule 9 Schedule E-20	Ceiling Rate; Totalized Billing Demand
Santa Clara Valley Transportation Authority – LRT Efficiency Project	Commercial	10-7-2014 5 Years	Advice 3522-G/4511-E 10-27-14	Rule 15	Facility Relocation Cost Responsibility
Santa Clara Valley Transportation Authority – SVBX Project	Commercial	9-20-2010 10 Years	10-24-2012	Rule 15	Facility Relocation Cost Responsibility
Santa Clara Valley Transportation Authority – SC-AR Project	Commercial	6-17-2012 10 Years	10-24-2012	Rule 15	Facility Relocation Cost Responsibility
Santa Clara Valley Water District	Coml	2-16-88	---	Rule 15	Equivalent One-Time Payment For Cost of Ownership
Santa Clara Valley Transportation Authority – BSVII Project	Railway	1-2020 10 years	G-3574 12-17-20	Rule 15	Facility Relocation Cost Responsibility
Santa Clara Valley Transportation Authority – EBRC Project	Railway	9-2019 10 years	G-3574 12-17-20	Rule 15	Facility Relocation Cost Responsibility
Santa Clara Valley Transportation Authority – BSVII Project	Railway	6-1-2023	To Be Completed Upon Commission Authorization	Rule 13	Non-standard service extension agreement

(N)
|
(N)

*1 to *4 See last page of Electric Contracts and Deviations Section for explanation of footnotes.

(Continued)

Advice 6975-E
Decision

Issued by
Meredith Allen
Vice President, Regulatory Affairs

Submitted
Effective
Resolution

June 29, 2023



ELECTRIC TABLE OF CONTENTS

Sheet 1

TABLE OF CONTENTS

SCHEDULE	TITLE OF SHEET	CAL P.U.C. SHEET NO.	
Title Page.....		56292-E	(T)
Rate Schedules.....	52763,52764, 54443,52766,52767,54468,52769,49654,52770-E		
Preliminary Statements.....	52771,48064,52561,41723,49327,54450,54433-E		
Preliminary Statements, Rules.....		56134-E	
Rules	65135,48369-E		
Maps, Contracts and Deviations.....		56293-E	(T)
Sample Forms.....	47207,49743,49301,51240, 49303,49304,		
.....	56145,56146,54733,52810,49309,56114,49311-E		

(Continued)

Advice 6975-E
Decision

Issued by
Meredith Allen
Vice President, Regulatory Affairs

Submitted
Effective
Resolution

June 29, 2023



ELECTRIC TABLE OF CONTENTS

Sheet 21

TITLE OF SHEET

**CAL P.U.C.
SHEET NO.**

Rules (Cont'd)

Rule 29	EV Infrastructure	
 52833,52834,52835,52200,52201,52202,52203,52204,52205,52206,	
 52207,52208,52836,52210,52211,52212,52213,52214,52837,52216,	
 52217,52218,52838-E	

Maps, Contracts and Deviations

SERVICE AREA MAPS

Electric Service Area Map.....	34575-E
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LIST OF CONTRACTS AND DEVIATIONS

..... 13819,13794,37604,37465,12000,12001,13672,12003,19350,11435,	
..... 43408,20977,29590,12006,21635,21636,29591, 56293 ,11191,12010,	
..... 46207,11194,11195,12969,31155,12012,52870,33251,29670,31469,	
..... 12955,19353,12018,12019,12020,12021,12022,12023,30666,17259,	
..... 12026,13092,11211,12027,12028,16703,12030,12031,14035,29593,	
..... 12032,23621,11219,12034,20831,12036,11223,11986,11987,52944,	
..... 16898,11227-E	

(T)

(Continued)

Advice 6975-E
Decision

Issued by
Meredith Allen
Vice President, Regulatory Affairs

Submitted
Effective
Resolution

June 29, 2023

Attachment 2

**Signed Agreement to Perform Tariff Schedule Related
Work (PG&E Form 62-4527)**



DISTRIBUTION:	REFERENCE:
<input type="checkbox"/> Applicant (Original)	_____
<input type="checkbox"/> Division (Original)	_____
<input type="checkbox"/> Customer Care (Copy)	_____

AGREEMENT TO PERFORM TARIFF SCHEDULE RELATED WORK¹

SANTA CLARA VALLEY TRANSPORTATION AUTHORITY ("VTA"), a special district (Applicant) has requested **PACIFIC GAS AND ELECTRIC COMPANY**, a California corporation (PG&E), to perform the tariff schedule related work as located and described in paragraph 3 herein.

PG&E agrees to perform the requested work and furnish all necessary labor, equipment, materials and related facilities required therefore, subject to the following conditions:

- Whenever part or all of the requested work is to be furnished or performed upon property other than that of Applicant, Applicant shall first procure from such owners all necessary rights-of-way and/or permits in a form satisfactory to PG&E and without cost to it.
- Customer shall indemnify and hold harmless PG&E, its officers, agents, and employees, against all loss, damage, expense, and liability, resulting from injury to or death of person, including, but not limited to employees of PG&E, Customer, or any third party, or damage to property, including, but not limited to, property of PG&E, Customer, or any third party, arising out of or in any way connected with the Services to be provided under this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Customer, its officers, employees or agents. Customer shall pay any costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorneys' fees.
- The location and requested work are described as follows: (Describe in detail the materials and facilities to be furnished and/or work to be performed by PG&E. If more space is required, use other side and attach any necessary drawings as Exhibits A, B, C, etc.):

LOCATION: PG&E's FMC Substation in San Jose, CA

DESCRIPTION OF WORK: See Exhibits A-C, attached

4. Applicant shall pay to PG&E, promptly upon demand by PG&E as the complete contract price hereunder, the sum of fifteen million, four hundred and eighteen thousand, and eight hundred and eighty two dollars (\$15,418,882) in accordance with Exhibit C, Section 8.

5. This agreement at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.

Upon completion of requested work, ownership shall vest in: PG&E Applicant

Executed this 1st day of June 2023.

This agreement is effective when accepted and executed by PG&E.

**SANTA CLARA VALLEY
TRANSPORTATION AUTHORITY**

Customer/Company

Carolyn Gonot

Authorized by (Print)

Greg Richardson

Signature

CEO/General Manager

Title

5/16/2023

Date

PACIFIC GAS AND ELECTRIC COMPANY

Janisse Quinones

Authorized by (Print)

Janisse Quinones

Signature

Sr. Vice President, Electric Operations

Title

6/1/23

Date

Mailing Address: 3331 N First St.
San Jose, CA 95134

¹Automated Document, Preliminary Statement, Part A

Exhibit A
Description of Work

Background:

Santa Clara Valley Transit Authority (“VTA”) is requesting temporary electric service under Electric Rule 13 to operate a Tunnel Boring Machine and construction equipment with significant load demands as indicated in the application for temporary electric transmission service that VTA submitted to PG&E. The application for temporary 115kV service was submitted as part of the VTA’s BART Silicon Valley Phase II project (BSVII) to construct a tunnel that will be used to extend Bay Area Rapid Transit District (“BART”) service from Milpitas through San Jose.

The temporary 115 kV service will connect to a VTA-owned substation located on Newhall Street in San Jose. The Parties anticipate that upon completion of the VTA tunnel boring project and the BSVII project (“Project”), the electric transmission service facilities serving the VTA temporary load will be used to provide permanent traction power to BART.

Description of Work:

VTA’s requested loads create the need to construct substantial new electric transmission facilities, which will be dedicated solely to serve VTA.

Except as provided herein, all Work shall be in accordance with PG&E’s Transmission Interconnection Handbook.

Substation work at PG&E’s Breaker-And-A-Half (BAAH) FMC Substation:

PG&E to install a new 115kV circuit breaker in Bay 5 of PG&E’s FMC Substation, disconnect switches, line CCVTs, H-frame dead-end structures, breaker relays, and overhead conductor and drops between Bay 5 and the new 115kV dead-end structure (to be constructed by VTA on its property). PG&E to install new line current differential relays and Digital Fault Recorder in FMC 115kV MPAC building, as well as new line current differential relays in the PG&E metering building located at VTA’s 115kV substation. PG&E to install fully redundant communication paths between PG&E’s FMC 115kV MPAC building, and the PG&E metering building located at VTA 115kV Substation Hamline (SNH). PG&E to install PG&E RTU, PG&E meter and 115kV PT/CT combination metering transformers at SNH.

Transmission line work:

PG&E to install a new single-circuit 115kV transmission line from PG&E’s FMC Substation Bay 5 to the new dead-end structure to be constructed by VTA at SNH.

Schedule:

Subject to the priority risks identified below, PG&E will use reasonable efforts to complete engineering and construction for the Work so that temporary service will be available for delivery to SNH within twenty to twenty-four (20 to 24) months from the date this Agreement to Perform to Tariff Schedule Related Work, (Form 62-4527) (“Agreement”) is fully executed. This schedule is dependent on the following priority risks: (i) Buy America certification being received for the 115kV circuit breaker procured for use on the Project, and (ii) timely receipt of payment from VTA in accordance with Exhibit C, Paragraph 8. PG&E shall make VTA aware as soon as reasonably practical if there are any material changes to this schedule.

Exhibit B
Cost Breakdown

Following is PG&E's current cost estimate:

Rule 13 Temporary Service

Substation		<u>\$ 6,379,712</u>
Transmission Line	(+)	<u>\$ 2,307,859</u>
Sub Total	(=)	<u>\$ 8,687,571</u>
ITCC ¹ (24%)	(+)	<u>\$ 2,085,017</u>
TOTAL Estimated Installed Cost ²	(=)	<u>\$ 10,772,588</u>
Removal Cost	(+)	<u>\$ 140,000</u>
Less Depreciation	(-)	<u>\$ 0</u>
Contingency	(+)	<u>\$ 5,456,294</u>
Net Estimated Project Cost	(=)	<u>\$ 16,368,882</u>
Less Advances paid to date³	(-)	<u>\$ 950,000</u>
<u>Remaining Estimated Payment by Applicant⁴</u>	(=)	<u>\$15,418,882</u>

Notes:

- 1) "ITCC" means the Income Tax Component of Contributions in accordance with Electric Preliminary Statement J.
- 2) Total Estimated Installed Cost value is the base case for the Work. This is an AACE Class 4 Estimate.
- 3) Payments previously paid to PG&E by Applicant for engineering (Tariff Agreement dated April 6, 2022) and long lead material (Tariff Agreement dated August 18, 2022).
- 4) Upon PG&E's filing an Advice Letter with the California Public Utilities Commission, VTA shall pay PG&E the amounts set forth in this Exhibit B based on an actual cost basis as described in Exhibit C.

Exhibit C
Additional Terms and Conditions

1. Commission Approval Required:

This Agreement is subject to the approval of the California Public Utilities Commission (Commission). PG&E will promptly file a copy of the Agreement with the Commission, seeking approval of this Agreement pursuant to Industry Rule 7.1 of CPUC General Order 96-B Industry Rule 7.1 of CPUC General Order 96-B. VTA shall cooperate fully in support of PG&E's filing and support Commission approval of this Agreement.

2. 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.

3. Standard Terms and Conditions:

Except as provided in item (4) below, the responsibilities, terms and conditions described in the standard provisions of PG&E's tariffs shall apply to PG&E and VTA, and shall govern the performance of work under this Agreement. PG&E's applicable tariffs include, but are not limited to, the following:

- Electric Preliminary Statement J: "Income Tax Component of Contributions Provision"
- Electric Rule 13: "Temporary Service"

4. Tariff Provisions:

Pursuant to PG&E's Electric Rule 13 PG&E and VTA agree to the following tariff deviations:

- a) Applicant Design: PG&E will design and install the project, notwithstanding the Applicant Design and Applicant Installation options normally offered to customers.
- b) Project Costs: In lieu of performing the Work on an estimated cost basis as set forth in Rule 13 Application and the "Agreement for Electric and/or Natural Gas Facilities Where Full Advance Payment is Required Rule 13 - Temporary Service", Work will be performed on an actual cost basis described or provided in Paragraphs 6, 7 and 8, below.

5. Materials:

VTA has determined that Buy America requirements, under the implementing regulations of the Federal Transit Administration constrained in 49 CFR Part 661, apply to the materials to be used in this Agreement. The materials procured for use under this Agreement must comply with such Buy America requirements. Compliance under this Agreement shall constitute PG&E obtaining from its suppliers or contractors a certificate of Buy America compliance for any materials required to be compliant under the aforementioned regulation.

In the event PG&E has made reasonable effort and is unable to procure certain necessary materials in compliance with Buy America requirements, PG&E shall notify VTA as early as is reasonably possible. If materials (i) are not produced in the United States in a sufficient and reasonably available amount or (ii) are not of a satisfactory quality (as determine by PG&E in its sole discretion), then VTA may seek a non-availability waiver from the FTA. PG&E will provide reasonable assistance to VTA in VTA's effort(s) to obtain waiver(s) from the FTA. In the event VTA does not seek any such waiver, the Parties will meet and confer in order to jointly determine how to proceed.

6. Actual Costs:

"Actual Costs" means PG&E's fully loaded costs, 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, ITCC and other costs charged under such systems, all as in effect from time to time.

7. Cost Estimate:

"Cost Estimate" means a detailed estimate of the expected costs to complete the Work. PG&E shall provide VTA with a Cost Estimate for the Work prior to the start of construction. The Cost Estimate shall be PG&E's best estimate for the cost to complete the Work and will be based on the final design for the interconnection service and the scope of work at the time the job is released to construction. The Cost estimate is provided for budgeting purposes only, and in no way shall it be considered a limit or restriction on the recovery of Actual Costs under this Agreement.

Upon PG&E invoicing for 80% of the value of the Cost Estimate for the Work, PG&E and VTA shall meet and confer in good faith in order to reasonably review the Actual

Costs incurred by PG&E and paid by VTA for the purpose of determining whether, it is necessary to revise the Cost Estimate in order for PG&E to complete the Work. At that time, if PG&E projects future invoices will exceed 115% of the Estimated Cost for the Work, PG&E will provide VTA with a revised Cost Estimate for the completion of the Work along with a written explanation for the additional Actual Costs estimated to be incurred.

8. Payment:

After commencing the Work, PG&E may submit a detailed invoice to VTA, in the format provided for in Exhibit D, not more than once each month for 100% the Actual Costs incurred by PG&E not previously reimbursed by VTA to the date of such invoice. VTA shall reimburse PG&E therefor within 60 days after receipt of such invoice. Invoice(s) that do not conform to Exhibit D will be rejected and require re-submittal.

9. Records:

VTA shall have reasonable access to PG&E's accounts and records for the purposes of reviewing PG&E's invoices for payment and auditing PG&E's Actual Costs.

10. Refunds:

The amount of refund upon reclassification of a customer from temporary to permanent will be made on the basis of the extension rule in effect at the time temporary service is reclassified to permanent.

- a) VTA will retain temporary status as long as PG&E deems the facilities to be speculative in character, of questionable permanency, or where it is known in advance that service will be of limited duration.
- b) If at any time the character of a temporary customer's operations changes so that in the opinion of PG&E, the customer may be classified as permanent, the amount of payment made in excess of that required for permanent service immediately shall be refunded to the customer in accordance with this Paragraph 10.

11. Force Majeure:

Neither PG&E nor VTA shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control or without its fault or negligence, such as acts of God, acts of civil or military authority, unanticipated changes to government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts (except where caused by PG&E's negligence or willful misconduct),

volcanic action, other major environmental disturbances, or unusually severe weather conditions.

PG&E shall make a reasonable attempt to effect the Work in a timely and expeditious manner in accordance with good utility practice and consistent with reliability and safety. The Work shall be placed in PG&E's regular schedule for engineering and construction. PG&E reserves the right to reallocate material or labor resources to the construction or maintenance projects which it deems, in good faith and in its sole discretion, necessary for serving the needs of all of its customers. PG&E shall reallocate such material or labor resources to again perform work under this Agreement, when, in its good faith opinion, the need to respond to such customer needs no longer exists. PG&E shall not be liable for any delay in effecting the Work hereunder resulting from such allocation or reallocation of PG&E's resources.

Exhibit D Example Invoice

INVOICE
Pacific Gas and Electric

Santa Clara Valley Transportation Authority
3331 North First St
San Jose, CA 95134

Invoice Date: 31-Jan-23
Invoice - No. 0

Order No: 74047281, 74047561, 74047562, 74047280

For professional services and technical services rendered in connection with the
VTA 115kV Interconnection Project
Period of Performance: April 1 to December 31, 2022

Current Invoice

Services Rendered from April 1 to December 31, 2022 \$ (684,412.91)
ITCC @ 24% for Capital Charges \$ (684,412.91)

ITCC tax still owing for project
April-Dec 2022 \$ 51,752.82

Please Remit Payment to :
Pacific Gas and Electric
Physical Address: Box 997300
Sacramento, CA. 95899-7300

Or -

ACH Payment Remittance Enrollment Details:
Federal Tax Identification Number: 94-0742640
Bank Name: CITIBANK N.A.
Branch: New York
SWIFT: CITIUS33
ABA: 021000089
Bank Address: 399 PARK AVE, NEW YORK, NEW YORK,10043
Bank Telephone: (302) 323-3600
Account Name: PG&E Depository
Account Number: 30871958
Account Type: Checking
Vendor Number: 1010629
Cage/NCage Code: 5AA71
DUNS Number: 556299980

**INVOICE
Pacific Gas and Electric**

Client Organization	Santa Clara Valley Transportation	Invoice Number	
Client Name	Santa Clara Valley Transportation	Invoice Date	1/31/2023
Client Address	3331 North First St	Billing Period Begin	4/1/2022
	San Jose, CA 95134	Billing Period End	12/31/2022
Project	115 kV Interconnection	Amount Due	\$ (684,412.91)
		Payment Due	3/17/2023
Order Number(s)	74047281, 74047561, 74047562, 74047280	PG&E Contact	Paul Krum 925-394-8889

Description	Amount	Labor Hours
74047280 - FMC: VTA T-Line Interconnect	\$ (93,270.84)	37
Overheads		
SX Utility A&G Contra	\$ 667.71	
PTO OH CR	\$ 481.91	
Build Serv OH CR	\$ 31.07	
Benefits OH	\$ 898.85	
Payroll Taxes OH	\$ 137.49	
IT Device OH	\$ 132.54	
IndLab OH CR - Elec	\$ 692.68	
OM&OS Cap OH - Elec	\$ 564.69	
Fleet OH - Electric	\$ 503.23	
AFUDC - Borrowed	\$ 4.97	
AFUDC - Equity	\$ 13.07	
Project Management		
Labor		
Project Management Services	\$ 262.23	3
Analyst Services	\$ 1,791.33	29
Engineering		
Contract		
N CONSULTING ENGINEERS INC		
Engineering Services	\$ 210.54	
Labor		
T-Line Engineering / Line Services ST	\$ 336.85	5
Miscellaneous		
Deposit Transfer	\$ (100,000.00)	

74047281 - FMC_Install circuit Breaker	\$	(547,785.25)	417.25
Overheads			
SX Utility A&G Cntra	\$	9,896.77	
PTO OH CR	\$	6,135.48	
Build Serv OH CR	\$	1,026.55	
Benefits OH	\$	10,169.05	
Payroll Taxes OH	\$	2,807.97	
IT Device OH	\$	2,069.84	
IndLab OH CR - Elec	\$	7,952.67	
IndLab OH CR - E-BLK	\$	84.05	
OM&OS Cap OH - Elec	\$	7,018.37	
Fleet OH - Electric	\$	5,233.24	
IndLab OH CR - IT	\$	2,015.33	
OM&OS Cap OH - IT	\$	670.17	
No Authorization: Supplier Inf			
Reimbursed Mileage	\$	132.21	
Project Management			
Contract			
EXPONENT INC			
Consulting Services - Engineering	\$	35,000.00	
Labor			
Project Management Services	\$	12,718.02	146.75
Analyst Services	\$	3,953.28	64
Engineering			
Contract			
QUANTA ENERGY SERVICES LLC			
Consulting Services - Engineering	\$	74,999.21	
QUANTA ENERGY SERVICES LLC - Cash Discount			
Early Payment Discounts	\$	(217.10)	
Labor			
Engineering Services	\$	7,032.32	83.75
System Protection Straight Time	\$	735.40	9
T-Line Engineering / Line Services ST	\$	404.22	6
Technical Services	\$	192.02	1.5
System Protection Overtime	\$	58.88	0.5
P&PD Fndl/ClientAsgn	\$	1,171.84	16
Engineering Delivery Hours ST	\$	1,952.46	28.75
Information Technology			
Labor			
OCIO Project Support	\$	230.72	4
IT Analyze, Plan, Maintain Tier2	\$	442.05	5.25
IT Analyze, Plan, Maintain Tier3	\$	2,456.00	20
IT Telecom Maint / Hours - ST	\$	33.25	0.5
Miscellaneous			
Deposit	\$	(950,000.00)	
Contractor Activity Charges	\$	-	
Deposit Transfer	\$	200,000.00	
No Authorization: Supplier Inf			
Meals Expense	\$	19.57	
Lodging	\$	147.70	
Employee Travel	\$	78.61	
MICHAEL THOMAS MURPHY			
Outside Attorney Fees	\$	3,451.00	
Land & Environmental			
Labor			
Environmental Services	\$	212.88	3
Telecommunications			
Labor			
IT LOB Sys Support / Hours -ST	\$	1,708.45	25.25
IT LOB Sys Support / Hours - OT	\$	222.27	3

74047561 - FMC_Direct Assignment	\$	(43,356.82)	7.5
Overheads			
SX Utility A&G Cntra	\$	174.48	
PTO OH CR	\$	114.04	
Build Serv OH CR	\$	14.51	
Benefits OH	\$	169.50	
Payroll Taxes OH	\$	53.09	
IT Device OH	\$	27.75	
IndLab OH CR - Elec	\$	175.86	
OM&OS Cap OH - Elec	\$	149.22	
Fleet OH - Electric	\$	118.73	
AFUDC - Borrowed	\$	1.31	
AFUDC - Equity	\$	3.43	
Project Management			
Labor			
Analyst Services	\$	185.31	3
Engineering			
Contract			
BURNS & MCDONNELL ENGINEERING			
Engineering Services	\$	5,125.25	
BURNS & MCDONNELL ENGINEERING - Cash Discount			
Early Payment Discounts	\$	(49.66)	
Labor			
Engineering Services	\$	34.48	0.5
Engineering Services OT	\$	345.88	4
Miscellaneous			
Deposit Transfer	\$	(50,000.00)	
Sub Total	\$	(684,412.91)	461.75
ITCC 24%			
Grand Total			



MEMORANDUM

TO: Board Chairperson Pat Burt
Board Vice Chairperson Cindy Chavez

FROM: Carolyn M. Gonot, General Manager/CEO

A handwritten signature in blue ink that reads 'Carolyn M. Gonot'.

DATE: May 12, 2023

SUBJECT: Out of Office Notification

I will be away from the area from Monday, May 15 through Tuesday, May 16, 2023. I am delegating my signature authority to Greg Richardson, Assistant General Manager/CFO.

Greg may be reached on his desk phone at [REDACTED] or cell phone at [REDACTED].

cc: Executive Team

**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