



Electric Sample Form No. 79-1049

Sheet 1

Agreement to Install Applicant Requested Common Special Facilities
Gas and Electric Rule 2

**Please Refer to Attached
Sample Form**



AGREEMENT TO INSTALL APPLICANT REQUESTED COMMON SPECIAL FACILITIES - GAS AND ELECTRIC RULE 2

DISTRIBUTION:

- Applicant (Original)
- Division (Original)
- CRT
- CC&C
- Tariffs Interpretations

REFERENCE:

Notification: _____
 E2D-PM#: _____
 Customer #: _____
 Billing Doc#: _____
 Date Ready for Svc: _____

At the request of (Applicant), **Pacific Gas and Electric Company (PG&E)**, hereby agrees, as an accommodation, to install at the Applicant's expense and within a reasonable time, Facilities (described in paragraph 1 herein) that are in addition to or in substitution for PG&E's standard facilities.

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:

1. 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):

LOCATION:

DESCRIPTION OF FACILITIES:

2. Applicant shall pay to PG&E, promptly upon demand by PG&E prior to construction, the additional cost over and above the standard equipment installation. In addition, Applicant shall pay for the ongoing maintenance and operation of that equipment through an Equivalent One Time Cost of Ownership payment which is the present worth of the monthly Cost of Ownership as specified in Electric and Gas Rule 2. The total costs are summarized as follows:

| | |
|--|-------|
| 1. Special Facilities Additional Cost | _____ |
| 2. Equivalent One Time Cost of Ownership | _____ |
| 3. Facilities Rearrangement Cost | _____ |
| 4. Income Tax Component of Contribution (ITCC) for Costs 1, 3, 5 and 7 ⁽¹⁾ | _____ |
| 5. CPUC D.04-05-055 Line Extension Costs (PMC) | _____ |
| 6. Items not subject to ITCC | _____ |
| 7. Credit for Applicant provided work | _____ |
| TOTAL DUE | _____ |

3. Applicant 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 any person,

¹ The IRS taxes all contributions made by an applicant requesting utility service that benefits the applicant. Thus, PG&E collects from the applicant both the contribution and the income tax on that contribution at the rate shown in the Preliminary Statements of the Tariffs.



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including but not limited to, employees of PG&E, Applicant or any third party, or for the loss, destruction or damage to property, including, but not limited to property of PG&E, Applicant or any third party, arising out of or in any way connected with the performance of this agreement, however caused, except to the extent caused by the active negligence or willful misconduct of PG&E, its officers, agents and employees. Applicant will, on PG&E's request, defend any suit asserting a claim covered by this indemnity. Applicant will pay all costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorneys' fees.

4. 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.
5. Where it is necessary to install Special Facilities on Applicant's premises, Applicant hereby grants to PG&E:
 - (a) the right to make such installation on Applicant's premises along the shortest practical route thereon and of sufficient width to provide legal clearance from all structures now or hereafter erected on Applicant's premises for any facilities of PG&E; and ,
 - (b) the right of ingress to and egress from Applicant's premises at all reasonable hours for any purposes reasonably connected with the operation and maintenance of the Special Facilities.
6. As provided in PG&E's applicable Electric Rule 14 or Gas Rules 14 and 21, Applicant understands that PG&E does not guarantee electric or gas service to be free from outages, interruptions, or curtailments and that the charges for the Special Facilities represent the additional cost associated with providing the Special Facilities rather than for a guaranteed level of service or reliability.
7. Upon request of the customer and at the option of PG&E, gas will be delivered at a pressure higher than standard delivery pressure where such higher pressure is available from existing facilities. PG&E, however, retains the right to decrease at any time the higher delivery pressure, as per Rule 2, incorporated into this agreement by reference.

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



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Executed this ____ day of _____ /

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

PACIFIC GAS AND ELECTRIC COMPANY

Customer/Company

Authorized by (Print)

Authorized by (Print)

Signature

Signature

Title

Title

Date

Date

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

Mailing Address:

