

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

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Copy for:

Orig. and Copy
to Executive Director

RESOLUTION: E-2044

EVALUATION & COMPLIANCE DIVISION

BRANCH: Energy

DATE: July 24, 1985

Director

Numerical File

Alphabetical File

Accounting Officer

RETURN TO:
ENERGY BRANCH
ROOM 2011

R E S O L U T I O N

ORDER AUTHORIZING PACIFIC GAS AND ELECTRIC COMPANY (PG&E)
TO AMEND AN EXISTING AGREEMENT FORM FOR UNDERGROUND LINE
EXTENSIONS WITHIN A NEW COMMERCIAL OR INDUSTRIAL DEVELOPMENT

By Advice Letter 1067-E, filed April 4, 1985, Pacific Gas and Electric Company (PG&E) submitted for filing a revised, rewritten version of Form No. 62-3183--Agreement for Underground Line Extension Within a New Commercial or Industrial Development. The facts are as follows:

1. Form No. 62-3183--Agreement for Underground Line Extensions Within a New Commercial or Industrial Development was previously authorized by this Commission in Decision No. 78294 dated February 9, 1971 and Decision No. 78500 dated March 30, 1971 in Case No. 8993. The purpose of this advice letter filing is to submit for Commission approval a revised, rewritten version of said Agreement. A copy of this Form Agreement is shown as Attachment A to this resolution.
2. The first revision in Paragraph 3, Subparagraph (c) of the present Agreement is being deleted. A new provision is being added to Paragraph 3 to provide for transfer of title to substructures and other facilities to PG&E upon acceptance of the installation by PG&E. Previous requirements for a separate deed has been eliminated. This significantly reduces paperwork and time required for both the developer and PG&E, and assures that the deeding required by the extension rule is actually accomplished.
3. The second revision in Paragraph 9(b), (c) provides for termination of the Agreement in the event the developer fails to perform his obligations. In the past developers have run out of financing, have gone bankrupt, or abandoned or delayed projects after trenching was partially completed. In these circumstances, under the existing Agreement there are no provisions for termination. The additions of Subparagraphs (b) and (c) will rectify this. The changes on Attachment A are designated by a vertical line in the right-hand column.
4. The third revision in Paragraph 10 of present Agreement, relating to a separate deed, is being eliminated as previously discussed in Item No. 2 above.

5. The final revision is in Paragraph 15. The provision for "modification by the CPUC" is amplified by a second sentence providing examples of possible changes. Past experience has shown the need to be more detailed in this paragraph. The first sentence is required by General Order 96-A, Section IX, Contracts Authorized by Tariff Schedules. The second sentence lists specific examples of possible modifications and makes clear to the developer that the CPUC may, in fact, make changes that would affect the terms of this Agreement.

6. These amendments to the existing Form No. 62-3183--Agreement for Underground Line Extensions Within a New Commercial or Industrial Development will not increase any rate or charge, cause the withdrawal of service nor conflict with any rule or schedule, and will not be a burden on ratepayers.

7. Public notification of this filing has been made by mailing copies of the advice letter to other utilities and to governmental agencies. The Commission Staff has received no protests in this matter.

8. The staffs of the Service and Safety Branch and the Energy Branch of the Evaluation and Compliance Division and the Staff of the Legal Division have reviewed this filing and recommends its approval.

9. We find that the amendments contained herein are just and reasonable.

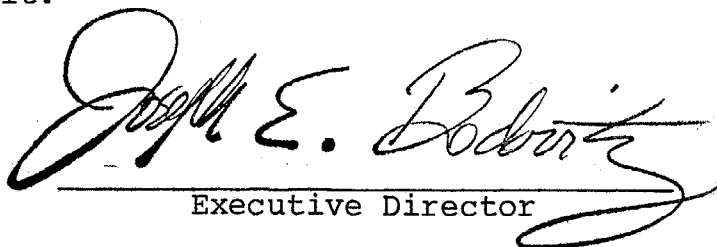
THEREFORE:

1. Pacific Gas and Electric Company is authorized by Section 491 of the Public Utilities Code and Section X.A. of General Order 96-A to place the amended Agreement into effect today.

2. The above advice letter and amended Agreement shall be marked to show that they were acceptable for filing by Commission Resolution E-2044. This resolution is effective today.

I certify that this resolution was adopted by the Public Utilities Commission at its regular meeting on July 24, 1985. The following Commissioners approved it:

DONALD VIAL
President
VICTOR CALVO
PRISCILLA C. GREW
WILLIAM T BAGLEY
FREDERICK R. DUDA
Commissioners


Executive Director

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REFERENCE

PACIFIC GAS AND ELECTRIC COMPANY
AGREEMENT FOR UNDERGROUND LINE EXTENSION WITHIN
NEW COMMERCIAL OR INDUSTRIAL DEVELOPMENT

1. _____

(Developer) has requested PACIFIC GAS AND ELECTRIC COMPANY (PGandE), in accordance with PGandE's Rule No. 15.2 (Underground Extension Rule) on file with the California Public Utilities Commission (Commission), a copy of which Underground Extension Rule is attached and made a part hereof, to make electric service available within that certain parcel or tract of land which Developer has or intends to improve or subdivide and which is situated in _____, County of _____, State of California, known as _____. Such electric service shall be made available within the parcel or tract of land by means of an underground electric distribution system and related facilities, including any required extension up to but not exceeding 200 feet in length outside the boundaries of the parcel or tract of land (Distribution System), as delineated on PGandE's sketch attached and made a part hereof.

2. PGandE will, at its expense, subject to the terms and conditions of this agreement and in accordance with Section B.2 of the Underground Extension Rule, complete the Distribution System as required to serve permanently installed electric equipment within the development.

THIS SHEET OMITTED IN ORIGINAL DISTRIBUTION

E-1 *
E-2044

3. Developer shall, as provided in Section B.1 of the Underground Extension Rule, and in accordance with PGandE's plans and specifications:

(a) Perform (or arrange for the performance of) all necessary excavating and backfilling, including furnishing of any imported backfill material required.

(b) Furnish and install (or arrange for the installation of) any conduit and other substructures, including but not limited to transformer pads, vaults, or enclosures.

old pg h(c) deleted →

(c) Pay PGandE prior to any construction by PGandE \$ _____ (Reimbursement) which is PGandE's estimate of the installed cost of conduit and other substructures, if any, installed at PGandE's expense in conjunction with a previous extension in anticipation of Developer's current request for an extension.

Developer hereby grants and conveys to PGandE, its successors and assigns, all rights, title, and interest in and to conduit and substructures, installed by Developer pursuant to paragraph 3(b) above, excluding conduits and enclosures that are on, within, or a part of a building or structure, together with all necessary rights of way and easements therefor, free and clear of all liens and encumbrances, upon acceptance of the installation by PGandE, in accordance with the terms and conditions of this agreement.

4. PGandE will pay the Developer \$ _____ which is PGandE's estimate of the installed cost of that portion of the conduit and other substructures installed by Developer hereunder, if any, required by PGandE in

anticipation of future extensions. In the event the Developer arranges for the installation by PGandE of the conduit and other substructures required hereunder and PGandE also installs certain conduit or other substructures in anticipation of future extensions, the Developer will not be charged for any conduit or other substructures installed by PGandE in anticipation of future extensions.

5. As provided in Section C of the Underground Extension Rule, the amount of \$ _____ (Refundable Amount) will be subject to refund for a period of three (3) years from the date PGandE is first ready to provide service from the Distribution System, as such date is established in PGandE's records. The Refundable Amount is the total of (a) the Reimbursement and (b) PGandE's estimate of the installed cost of the conduit and other substructures to be installed and deeded to PGandE in accordance with Section 3 hereof, exclusive of the cost of vaults or enclosures designed to accommodate transformers that will supply three-phase service and conduit or other substructures installed in anticipation of future extensions. PGandE will notify the Developer of the date service is first made available.

6. PGandE will make refund payments to the Developer, without interest, as follows:

- (a) At the end of the first 12-month billing period following the date PGandE is first ready to provide service from the Distribution System, the total charges billed to customers for electric service furnished directly from the Distribution System, as established in PGandE's records, will be computed as a percentage of the total estimated

cost of the Distribution System then installed. The amount of refund payment to the Developer will be that same percentage of the Refundable Amount.

- (b) If the entire Refundable Amount is not eligible for a refund payment at the end of the first 12-month billing period, the same computation will be made again at the end of the second 12-month billing period and a refund payment will be made based upon the amount by which the total refund payment then due exceeds the amount already refunded.
- (c) If necessary, the same percentage calculation will be made for the third 12-month billing period and a final refund payment will be made, based upon the amount by which the total refund payment then due exceeds the amount already refunded.

In no event, however, will a refund payment be made on the basis of charges billed to customers for electric service furnished after the end of the third 12-month billing period, nor will any refund payments be made for any 12-month billing period in which the total of such charges is less than 25 percent of the total estimated cost of the Distribution System. The total estimated cost of the Distribution System will be PGandE's estimate of the installed cost of the Distribution System facilities then owned by PGandE at the end of each 12-month billing period excluding the cost of transformers, meters, services, and Developer's costs of excavating and backfilling.

7. As provided in Section B.3 of the Underground Extension Rule, in the event that an extension is required in excess of 200 feet in length to reach the boundaries of the parcel or tract of land, Developer shall execute

concurrently with its execution of this agreement, PGandE's applicable agreement, in the form on file with the Commission, relating to underground extensions under PGandE's Rule No. 15.

8. Developer hereby grants to PGandE all necessary rights of way and easements to install, operate, maintain, replace, and remove the Distribution System on property of Developer along the routes shown upon the attached plans and specifications. Developer shall execute such other grants, deeds, or documents as PGandE may require to enable it to record such rights of way or easements. If any part of the Distribution System is to be installed on property owned by other than Developer, Developer shall, if PGandE is unable to do so without cost to it, first obtain from the owners thereof, in the name of PGandE, all necessary permanent rights of way and easements for the construction, operation, maintenance, and replacement of the Distribution System upon such property in a form satisfactory to PGandE and without cost to it.

9. (a) PGandE shall not be responsible for any delay in either the performance of Developer's obligations under this agreement or completion of the Distribution System by PGandE resulting from shortage of labor or materials, strike, labor disturbance, war, riot, weather conditions, governmental rule, regulation or order, including orders or judgments of any court of commission, delay in obtaining necessary rights of way, act of God, or any cause or condition beyond the control of PGandE. PGandE shall have the right, in the event it is unable to obtain supplies, material 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, and delay in construction hereunder resulting from such allocation shall be deemed a cause beyond PGandE's control.

(b) In the event that Developer has not completed its obligations under this agreement within twelve (12) months following the date of this agreement, and PGandE is unable to proceed hereunder, PGandE shall have the right to terminate and/or supersede this agreement upon thirty (30) days' written notice to Developer and calculate any refundable or nonrefundable amounts that may be due based on that portion of the Distribution System then completed, utilizing the estimated costs developed by PGandE for this agreement. The superseding agreement, if any, shall be in the same form as this agreement, shall be executed by both parties hereto and shall provide that costs be allocated to the portion of the Distribution System then completed, if any, consistent with those costs estimated by PGandE for this agreement.

(c) If this agreement is terminated as set forth above, Developer further agrees to reimburse PGandE for any engineering, surveying, right of way acquisition and other associated expenses incurred by PGandE. If such reimbursable expenses are greater or less than the excess of the refundable and/or nonrefundable payments, Developer shall pay to PGandE or PGandE shall refund, without interest, to Developer, as the case may be.

10. All facilities installed hereunder by PGandE shall, at all times, be the sole property of PGandE.

11. This agreement does not provide for the installation of any facilities by PGandE other than as provided in the attached plans and specifications. The obligations of both Developer and PGandE under PGandE's Rule No. 16 on file with the Commission, relating to service installations, are not included in this agreement.

12. PGandE will furnish electric service to individual applicants in the parcel or tract of land in accordance with PGandE's applicable electric rates and rules on file with Commission.

13. Developer shall indemnify PGandE, its agents, officers and employees against any claim or loss for damage to property or injury to persons arising out of or in connection with Developer's performance of this agreement.

14. Developer may, with PGandE's written consent, assign this agreement, in whole or in part, if the assignee thereof agrees, in writing, to perform Developer's obligations hereunder. Such assignment, unless otherwise provided therein, shall be deemed to include Developer's right to any refund payments then unpaid or which may thereafter become payable.

15. This agreement shall, at all times, be subject to such changes or modifications as the Commission may, from time to time, direct in the exercise of its jurisdiction. [Such changes or modifications may include, but are not limited to, the following: changes in extension rules; modifications in the calculation of refunds; changes or modifications in rate schedules.

new

Dated _____, 19__

Developer

PACIFIC GAS AND ELECTRIC COMPANY

BY: _____
(Signature)

BY: _____
(Signature)

(type or print name)

(type or print name)

TITLE: _____

MANAGER, _____ REGION

AND BY: _____
(Signature)

Attachments:

(type or print name)

Sketch
Rule 15.2

TITLE: _____

MAILING ADDRESS: