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ALAMEDA COUNTY

JUN 30 2017

CLERK OF THE SUPERIOR COURT
By *[Signature]*
JANUE THOMAS, Deputy

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2 Seth R. Sias (Bar No. 260674)
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11 *Attorneys for Defendants*
12 *Pacific Gas and Electric Company and*
13 *PG&E Corporation*

STEPTOE & JOHNSON LLP
1891 Page Mill Road, Suite 200
Palo Alto, CA 94304

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ALAMEDA

15 In re GHOST SHIP FIRE LITIGATION

Lead Case No. RG16843631
RES #1868655
**DEMURRER OF DEFENDANT
PACIFIC GAS AND ELECTRIC
COMPANY TO PLAINTIFFS'
MASTER COMPLAINT**

17 This Document Relates to:
18 ALL ACTIONS

Judge: Hon. Brad Seligman
Hearing: September 12, 2017
Time: 3:00 p.m.
Department: 30

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DEMURRER

Defendant Pacific Gas and Electric Company ("PG&E") hereby demurs to the causes of action for 1) negligence (Second Cause of Action); 2) premises liability (Third Cause of Action); 3) public nuisance (Sixth Cause of Action); 4) strict liability (Seventh Cause of Action); 5) survival (Eighth Cause of Action); 6) negligent infliction of emotional distress (Ninth Cause of Action); and 7) intentional infliction of emotional distress (Tenth Cause of Action) alleged in the plaintiffs' Master Complaint.¹

Demurrer to Cause of Action for Negligence (Second Cause of Action)

1. The cause of action for negligence does not state facts sufficient to constitute a cause of action against PG&E. Cal. Civ. Proc. Code § 430.10(e).

Demurrer to Cause of Action for Premises Liability (Third Cause of Action)

2. The cause of action for premises liability does not state facts sufficient to constitute a cause of action against PG&E. Cal. Civ. Proc. Code § 430.10(e).

Demurrer to Cause of Action for Public Nuisance (Sixth Cause of Action)

3. The cause of action for public nuisance does not state facts sufficient to constitute a cause of action against PG&E. Cal. Civ. Proc. Code § 430.10(e).

Demurrer to Cause of Action for Strict Liability (Seventh Cause of Action)

4. The cause of action for strict liability does not state facts sufficient to constitute a cause of action against PG&E. Cal. Civ. Proc. Code § 430.10(e).

Demurrer to Cause of Action for Survival (Eighth Cause of Action)

5. The cause of action for survival does not state facts sufficient to constitute a cause of action against PG&E. Cal. Civ. Proc. Code § 430.10(e).

¹ During the parties' meet and confer process, plaintiffs advised they will dismiss the Fifth Cause of Action for Negligent Hiring, Retention and Supervision as against PG&E, without prejudice.

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Demurrer to Cause of Action for Negligent Infliction of Emotional Distress (Ninth Cause of Action)

6. The cause of action for negligent infliction of emotional distress does not state facts sufficient to constitute a cause of action against PG&E. Cal. Civ. Proc. Code § 430.10(e).

Demurrer to Cause of Action for Intentional Infliction of Emotional Distress (Tenth Cause of Action)

7. The cause of action for intentional infliction of emotional distress does not state facts sufficient to constitute a cause of action against PG&E. Cal. Civ. Proc. Code § 430.10(e).

WHEREFORE, PG&E prays that its demurrer is sustained without leave to amend, that plaintiffs take nothing from PG&E by their Master Complaint, that PG&E have judgment for costs and expenses, and for such other relief as the Court may deem proper and appropriate.

Dated: June 30, 2017

Respectfully submitted,

By:



Laurie Edelstein
Seth R. Sias
STEPTOE & JOHNSON LLP

Kate Dyer
Adam F. Shearer
CLARENCE DYER & COHEN LLP

Attorneys for Defendant Pacific Gas and Electric Company and PG&E Corporation

1 **PROOF OF SERVICE**

2 I, Dan Bauhaus, declare as follows:

3 I am employed with Document Technologies, LLC, whose address is 275 Battery Street,
4 San Francisco, CA 94111. I am over the age of eighteen years and not a party to this action. On
5 June 30, 2017, I served the following documents by the method indicated below on the parties
6 listed on the attached service list.

7 **DEMURRER OF DEFENDANT PACIFIC GAS AND ELECTRIC COMPANY TO**
8 **PLAINTIFFS' MASTER COMPLAINT**

9 (BY FIRST CLASS MAIL). I placed true copies thereof in sealed envelopes,
10 addressed as shown above, for collection and mailing pursuant to the ordinary business
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18 (BY HAND DELIVERY). I personally arranged for delivery of the documents by
19 hand to the addressee, as noted below, via messenger service.

20 I declare under penalty of perjury under the laws of the State of California that the
21 foregoing is true and correct and that this proof of service was executed on June 30, 2017 at San
22 Francisco, California.

23 
24 Dan Bauhaus
25 Dan Bauhaus
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2 **PROOF OF SERVICE**

3 I, Seth Sias, declare as follows:

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27 
28 Seth Sias

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Plaintiffs' Liaison Counsel in:

Jack Bohlka v. Ng, et al., Alameda County Superior Court Case No. RG 17846748; *Margaret Bohlka v. Ng, et al.*, Alameda County Superior Court Case No. RG17851011; *Clark v. Ng, et al.*, Alameda County Superior Court Case No. RG 17854628; *Dolan v. Ng, et al.*, Alameda County Superior Court Case No. RG 17860682; *Dennis v. Ng, et al.*, Alameda County Superior Court Case No. RG17863866; *Grandchamps, et al. v. Ng, et al.*, Alameda County Superior Court Case No. RG 17849318; *Jacohitz v. Ng, et al.*, Alameda County Superior Court Case No. RG 17863858; *Marin v. Ng, et al.*, Alameda County Superior Court Case No. RG 17863850; *McCarty, et al. v. Ng, et al.*,

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Attorneys for Defendants Chor Nar Siu Ng, Individually and as Trustee of the Chor Nar Siu Ng Revocable Trust Dated September 28, 2007 and Eva Ng

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11 12 13 14 15	Kimberly Miller, Esq. Bird Marella Boxer Wolpert 1875 Century Park E #23 Los Angeles, CA 90067 Phone: (310) 201-2100 Facsimile: (310) 201-2110 km@birdmarella.com	Attorneys for Defendants 100% Silk, Amanda Brown and Britt Brown
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21 22	Omar Vega 2641 Crestmore Circle Stockton, CA 95206	Defendant

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FILED
ALAMEDA COUNTY

JUN 30 2017

CLERK OF THE SUPERIOR COURT
By *Janve Thomas*
JANVE THOMAS, Deputy

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15 In re GHOST SHIP FIRE LITIGATION
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17 This Document Relates to:
18 ALL ACTIONS

Lead Case No. RG16843631
Res # 1868658
**DEFENDANTS PACIFIC GAS AND
ELECTRIC COMPANY AND PG&E
CORPORATION'S NOTICE OF
HEARING ON DEMURRERS TO
PLAINTIFFS' MASTER
COMPLAINT**

[Accompanying Documents: PG&E's
Demurrers to Plaintiffs' Master
Complaint; PG&E's Request for Judicial
Notice in Support of Demurrers; PG&E's
Memorandum of Points and Authorities
in Support of Demurrers; Declaration of
Kate Dyer in Support of PG&E's
Demurrers; [Proposed] Order Granting
Demurrers]

Judge: Hon. Brad Seligman
Hearing: September 12, 2017
Time: 3:00 p.m.
Department: 30

STEPTOE & JOHNSON LLP
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1 TO ALL PARTIES AND TO THEIR COUNSEL OF RECORD:

2 PLEASE TAKE NOTICE that on September 12, 2017, at 3:00 p.m, or as soon thereafter
3 as counsel may be heard, in Department 30 of the above-captioned court, located at the U.S. Post
4 Office Building, 201 13th Street, Oakland, CA 94612, the Court will hear the demurrers of
5 defendants Pacific Gas and Electric Company and PG&E Corporation (collectively, "PG&E") to
6 the plaintiffs' Master Complaint.

7 PG&E's demurrers are based on their demurrers and the accompanying Memorandum of
8 Points and Authorities, Request for Judicial Notice, Declaration of Kaye Dyer, all records and
9 files in this action, any reply PG&E may make, and such other evidence and argument as may be
10 presented at or prior to the hearing.

11
12 Dated: June 30, 2017

Respectfully submitted,

13 By: 

14 Laurie Edelstein
15 Seth R. Sias
16 STEPTOE & JOHNSON LLP

17 Kate Dyer
18 Adam F. Shearer
19 CLARENCE DYER & COHEN LLP

20 *Attorneys for Defendant Pacific Gas and*
21 *Electric Company and PG&E Corporation*

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7 **DEFENDANTS PACIFIC GAS AND ELECTRIC COMPANY AND PG&E**
8 **CORPORATION'S NOTICE OF HEARING ON DEMURRERS TO PLAINTIFFS'**
9 **MASTER COMPLAINT**

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Dan Bauhaus

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10 MASTER COMPLAINT**

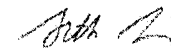
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Seth Sias

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Jennifer L. Fiore, Esq.
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Attorneys for Plaintiffs in:

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Plaintiffs' Liaison Counsel in:

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<p>Raymond Meyer, Jr., Esq. Stephen C. Dreher, Esq. Keith G. Bremer, Esq. Bremer Whyte Brown & O'Meara LLP 300 Frank H. Ogawa Plaza The Rotunda Building, Suite 355 Oakland, CA 94612 Phone: (510) 540-4881 Facsimile: (510) 540-4889 rmeyer@bremerwhyte.com sdreher@bremerwhyte.com kbremer@bremerwhyte.com</p>	<p>Attorneys for Defendants Chor Nar Siu Ng, Individually and as Trustee of the Chor Nar Siu Ng Revocable Trust Dated September 28, 2007 and Eva Ng</p>

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ALAMEDA COUNTY

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15 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **IN AND FOR THE COUNTY OF ALAMEDA**

17 In re GHOST SHIP FIRE LITIGATION

18
19
20 This Document Relates to:
21 ALL ACTIONS

Lead Case No. RG16843631
RES # 1868655/1868657
DEFENDANTS PACIFIC GAS AND
ELECTRIC COMPANY AND PG&E
CORPORATION'S MEMORANDUM
OF POINTS AND AUTHORITIES IN
SUPPORT OF DEMURRERS TO
MASTER COMPLAINT

Judge: Hon. Brad Seligman
Hearing: September 12, 2017
Time: 3:00 p.m.
Department: 30

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1 Pacific Gas and Electric Company and PG&E Corporation (collectively, "PG&E")
2 respectfully submit this memorandum of points and authorities in support of their demurrers to
3 plaintiffs' Master Complaint.

4 INTRODUCTION

5 PG&E recognizes the overwhelming losses suffered as a result of the horrific fire in
6 Oakland's Ghost Ship warehouse last December and extends its deepest sympathies to the
7 families and friends of the victims.

8 According to the complaint, the Ghost Ship lacked adequate fire safety measures and did
9 not meet fire protection and life safety codes. The warehouse also had no safe means of egress
10 from its upper floor to the ground floor exit and the thirty-six people who died were unable to
11 escape. Although the complaint does not identify the fire's cause, it suggests overloaded
12 electrical lines at the rear of the Ghost Ship likely contributed and alleges that the warehouse's
13 electrical system was unsafe and overloaded with excessive use by its residents. Plaintiffs now
14 seek to hold PG&E responsible for the deficiencies in that internal electrical system.

15 Although it has a general duty to exercise reasonable care in operating *its* electric system,
16 PG&E is not responsible for designing, maintaining, inspecting or repairing *its customers'*
17 electrical systems. As a regulated utility, PG&E must provide electric service pursuant to rules
18 adopted by the California Public Utilities Commission ("CPUC"). These rules, which have the
19 effect of law, allocate responsibility between PG&E and its customers, prescribing PG&E's
20 duties in providing service as well as its customers' duties in receiving that service. Under the
21 rules, PG&E is responsible for installing and maintaining the equipment necessary to provide
22 electric service to a service delivery point. The customer is responsible for designing, installing,
23 maintaining, and operating all equipment necessary to utilize the service, including all equipment
24 beyond PG&E's meter. The rules strictly limit PG&E's liability for injuries resulting from a
25 customer's system, equipment, or negligence.

26 Here, the complaint does not point to any issue with PG&E's electric lines or components
27 that provided power to the building or the level of power PG&E supplied. Nor is there any
28 factual allegation that PG&E knew of conditions inside the Ghost Ship. Instead, plaintiffs'

1 claims are predicated on the assertion that PG&E had a duty to design, inspect, and repair the
2 customer's electrical system. There is no legal support for this proposition. Neither the
3 governing CPUC-approved electric rules nor statute impose such a duty, and longstanding
4 precedent establishes that PG&E owed no common law duty. As a matter of law, PG&E had no
5 duty to design, inspect, or repair the Ghost Ship's electrical system. Plaintiffs cannot maintain
6 negligence-based claims against PG&E. The complaint's other causes of action against PG&E
7 are not viable for related reasons.

8 The Ghost Ship fire was a horrific event. Because it bears no legal responsibility for the
9 tragedy, however, PG&E respectfully requests the demurrers be sustained.

10 PLAINTIFFS' ALLEGATIONS

11 On December 2, 2016, around 11:15 p.m., a fire broke out in the Ghost Ship during a
12 music event. (Master Compl. ("Compl.") ¶ 2.) More than 100 people were inside and thirty six
13 could not exit due to the lack of adequate and sufficient fire safety measures – including the
14 absence of overhead sprinklers, emergency lighting, exit lights or a safe means of exit. (*Id.*
15 ¶¶ 2-5, 49.) They died of smoke inhalation. (*Id.* ¶ 5.)

16 The Ghost Ship was part of a larger building block and considered by Alameda County to
17 be a "Warehouse, Portion of a Single Economic Unit." (*Id.* ¶ 40) This unit included Assessor
18 Parcel Number ("APN") 25-690-11 (1305 31st Ave, the Ghost Ship), APN 25-690-10 (1315 31st
19 Ave, an auto shop), and APN 25-690-9 (3703 International Blvd, a mobile phone store). (*Id.*)

20 Debris obstructed the sidewalk in front of the Ghost Ship as well as its entrance, and
21 material stacked floor to ceiling blocked the windows. (*Id.* ¶ 41.) Inside, it was a maze of
22 makeshift rooms and propane tanks that fueled camping stoves. (*Id.* ¶ 47.) The main means of
23 access between the ground floor and second floor event space was a makeshift staircase that was
24 out of code. (*Id.* ¶ 50.) The City of Oakland received numerous complaints about unsafe
25 conditions at the Ghost Ship, including its illegal use as residences. (*Id.* ¶¶ 63, 82.)

26 The building received power from PG&E lines that entered a mechanical room in APN
27 25-690-9, where two meters were located. (*Id.* ¶ 59.) The complaint asserts that PG&E installed
28 these meters, but does not allege an installation date. (*Id.* ¶ 97.) Power to the Ghost Ship was

1 supplied from a meter shared with the structure on APN 25-690-10 and was transported over
2 wires through holes in the wall between the two structures. (*Id.* ¶ 58.) Unlicensed contractors,
3 including defendants Almena and Cannon, installed electrical boxes in APN 25-690-10 and
4 extension cords snaked throughout the Ghost Ship. (*Id.* ¶¶ 58, 60.) The complaint contains no
5 factual allegations that PG&E was aware of the conditions inside the Ghost Ship.

6 Prior to the fire, “numerous unpermitted modifications” occurred throughout the building,
7 including new meters, illegal residential units, and unpermitted and shared electrical systems.
8 (*Id.* ¶ 42.) The complaint does not allege that any of the unpermitted modifications used PG&E
9 equipment, were performed by PG&E, or occurred with PG&E’s knowledge.

10 On December 3, 2014, a transformer fire occurred in APN 25-690-10, likely caused by an
11 overload on the Ghost Ship’s electrical system. (*Id.* ¶ 71.) There are no allegations that PG&E
12 owned, operated, installed or maintained this transformer. Following that fire, defendant Cannon
13 performed \$32,000 in electrical work, including replacing the burnt-out transformer and
14 installing new breakers, distribution panels, conduits, and cable boxes. (*Id.* ¶ 74.) Cannon
15 informed the building’s owners (the Ng defendants) that “deferred maintenance dating back
16 decades requiring immediate intervention to avoid additional fires . . . every piece of wire
17 downstream of main panel (was) improperly installed, illegal and dangerous.” (*Id.*) In January
18 2015, Cannon again warned of “the dangerous electrical infrastructure in the buildings that had
19 not yet been upgraded” and recommended \$15,000 in additional electrical upgrades. (*Id.* ¶ 75.)
20 The owners declined to do so despite pleas from residents, who noted the “ancient and violated
21 lines of distribution.” (*Id.* ¶¶ 75-78.) The complaint alleges “[o]verloaded electrical lines at the
22 rear of the Ghost Ship likely contributed to the fire.” (*Id.* ¶ 62.)

23 Plaintiffs allege PG&E owed various legal duties to plaintiffs and decedents under
24 CPUC-approved Electric Rules, the Labor Code, and common law to design, inspect, maintain
25 and repair the internal electrical systems that served the premises to furnish safe, proper and
26 adequate electrical service. (*Id.* ¶¶ 90, 97, 141-46.) They further contend PG&E breached those
27 duties, leading to the injuries suffered. (*Id.* ¶¶ 150, 154.) Plaintiffs allege seven causes of action
28

1 against PG&E:¹ 1) negligence (Second Cause of Action); 2) premises liability (Third Cause of
2 Action); 3) public nuisance (Sixth Cause of Action); 4) strict liability (Seventh Cause of Action);
3 5) survival (Eighth Cause of Action); 6) negligent infliction of emotional distress (Ninth Cause
4 of Action); and 7) intentional infliction of emotional distress (Tenth Cause of Action).

5 REGULATORY BACKGROUND

6 As plaintiffs recognize, PG&E is a public utility that is closely regulated by the CPUC.
7 (*Id.* ¶ 87.) The CPUC has broad authority to “supervise and regulate every public utility in the
8 State” and to “do all things . . . necessary and convenient” in the exercise of its jurisdiction over
9 public utilities. Cal. Pub. Util. Code § 701. All public utilities must obey CPUC orders and
10 decisions. *See id.* § 702. CPUC-approved Electric Rules have “the force and effect of a statute,”
11 *Dyke Water Co. v. Pub. Utils. Comm’n*, 56 Cal. 2d 105, 123 (1961), and “are binding on the
12 public generally.” *Colich & Sons v. Pac. Bell*, 198 Cal. App. 3d 1225, 1230 (1988).

13 Because a public utility is “strictly regulated in all operations with considerable
14 curtailment of its rights and privileges,” California courts have long recognized the need for
15 utilities to have enforceable limitation of liability provisions in their tariffs: “In consideration of
16 its being peculiarly the subject of state control, [the utility’s] liability is and should be defined
17 and limited.” *Waters v. Pac. Tel. Co.*, 12 Cal. 3d 1, 7 (1974) (internal quotations and citation
18 omitted); *see also Hartwell Corp. v. Superior Court*, 27 Cal. 4th 256, 282 (2002). The Supreme
19 Court has explained: “There is nothing harsh or inequitable in upholding such a limitation of
20 liability when it is thus considered that the rates as fixed by the commission are established with
21 the rule of limitation in mind,” and that these “rates are in part dependent upon such a rule.”
22 *Waters*, 12 Cal. 3d at 7 (internal quotations and citation omitted).

23 The CPUC-approved Electric Rules set forth the duties of PG&E and of its customers.
24 These rules also set forth CPUC-approved limitations on PG&E’s liability in certain
25 circumstances. The complaint alleges that three Electric Rules – 11, 16, and 18 – and CPUC
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27 _____
28 ¹ During the parties’ meet and confer process, plaintiffs advised they will dismiss the Fifth Cause of
Action for Negligent Hiring, Retention and Supervision as against PG&E, without prejudice.

1 General Order 95 established duties on the part of PG&E to design, inspect, maintain, and repair
2 the Ghost Ship's electrical system.

3 **1. Electric Rule 11**

4 Electric Rule 11 governs discontinuance and restoration of service. (*See* Request for
5 Judicial Notice ("RJN") Ex. 1 (Rule 11).) Section H, addressing unsafe apparatuses or
6 conditions, provides that PG&E "*may deny or terminate service*" (1) if and when PG&E
7 determines it is necessary to eliminate an unsafe condition; (2) if a customer threatens to create a
8 hazardous condition; or (3) if a governmental agency notifies PG&E that the customer's facilities
9 or use of electricity is unsafe. (*Id.*, Sec. H.1. (emphasis added).) Section H, however, expressly
10 provides that PG&E is *not* responsible for inspecting or repairing a customer's facilities and is
11 not liable for any facilities beyond the point of delivery that PG&E does not own or maintain:

*PG&E does not assume the responsibility of inspecting or
repairing the customer's facilities, appliances or other equipment
for receiving or using service, or any part thereof. In the event the
customer has knowledge that the service is in any way defective, it
is the customer's responsibility to notify PG&E at once. PG&E
shall not be liable or responsible for any plumbing, appliances,
facilities, or apparatus beyond the point of delivery which it does
not own or maintain in accordance with these rules.*

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16 (RJN Ex. 1, Sec. H.4 (emphasis added).)

17 **2. Electric Rule 16**

18 Electric Rule 16 concerns service extensions – facilities that connect PG&E's lines to a
19 customer's equipment. (*See* RJN Ex. 2 (Rule 16).) Rule 16 explicitly allocates responsibility
20 between PG&E and customers with respect to service extensions. PG&E is responsible for
21 "planning, designing, and engineering" its service facilities extending from its lines to the service
22 delivery point.² (*Id.*, Sec. A.1; *see also id.*, Sec. D.2.) The customer is "*solely responsible to*
23 *plan, design, install, own, maintain, and operate facilities and equipment*" beyond the service
24 delivery point, except for PG&E-owned meters. (*Id.*, Sec. D.1.b (emphasis added).)

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28 ² PG&E's service facilities consist of (a) overhead service conductors, (b) poles to support the overhead
conductors, (c) service transformers, (d) PG&E-owned metering equipment, and (e) other PG&E-owned
service related equipment. (RJN Ex. 2, Secs. A.2, D.2.a.) The service delivery point is the point where
PG&E's service facilities connect to the customer's conductors or other service termination facilities.
(*Id.*, Sec. H.)

1 Section D.1.c. of Rule 16 reiterates and specifies in detail the customer's responsibility
2 for all equipment and facilities beyond the service delivery point:

3 *Applicant shall, at its sole liability, risk, and expense, be*
4 *responsible to furnish, install, own, maintain, inspect, and keep in*
5 *good and safe condition, all facilities of any kind or character on*
6 *Applicant's Premises that are not the responsibility of PG&E but*
7 *are required by PG&E for Applicant to receive service. Such*
8 *facilities shall include but are not limited to the overhead or*
9 *underground termination equipment, Conduits, service entrance*
10 *conductors from the Service Delivery Point to the location of*
11 *PG&E's metering facilities, connectors, meter sockets, meter and*
12 *instrument transformer housing, service switches, circuit breakers,*
13 *fuses, relays, wireways, metered conductors, machinery and*
14 *apparatus of any kind or character.*

15 (*Id.*, Sec. D.1.c. (emphasis added).) Indeed, Rule 16 requires governmental approval that a
16 customer's facilities comply with applicable laws before PG&E will initiate electric service.

17 (*Id.*, Sec. D.2.d.) Rule 16 also places explicit limits on PG&E's liability for any injury resulting
18 from a customer's equipment, transmission of electricity, or negligence:

19 *PG&E shall incur no liability whatsoever, for any damage, loss or*
20 *injury occasioned by:*

- 21 1) Applicant-owned equipment or Applicant's transmission and
22 delivery of energy; or,
- 23 2) The negligence, omission of proper protective devices, want of
24 proper care, or wrongful act of Applicant, or any agents,
25 employees, or licensees of Applicant, on the part of Applicant in
26 installing, maintaining, using, operating, or interfering with any
27 such conductors, lines, machinery, or apparatus.

28 (*Id.*, Section D.1.e (emphasis added).)

3. Electric Rule 18

Electric Rule 18, addressing supply to separate premises and submetering, provides that
separate premises owned by the same customer "will not be supplied through the same meter"
except as provided for in applicable rate schedules. (RJN Ex. 3 (Rule 18), Sec. A.) Rule 18
prohibits a customer from furnishing or using "electricity received from PG&E upon premises,
or for purposes, other than those specified in his application for service." (*Id.*, Sec. B.) For non-
residential service provided to commercial buildings, Rule 18 states that PG&E "will furnish and
meter electricity to each individual nonresidential premises or space" except where certain

1 conditions are met, such as where a customer receives electricity through a single meter and the
2 cost is absorbed in the rent or where a customer installs submeters. (*Id.*, Sec. C.2.) Customers
3 using submeters must certify the accuracy of those meters to PG&E. (*Id.*, Sec. D.)

4 4. CPUC General Order 95

5 CPUC General Order 95 establishes general rules governing the design, construction, and
6 maintenance of overhead electric lines. (RJN Ex. 4 (GO 95), Rule 11.) The rules apply to “all
7 overhead electrical supply and communication facilities that come within the jurisdiction of [the
8 CPUC], located outside of buildings.” (*Id.*, Rule 12.) Rule 31.1 requires overhead electric lines
9 to “be designed, constructed, and maintained for their intended use” to enable “the furnishing of
10 safe, proper, and adequate service.” (*Id.*, Rule 31.1.)

11 LEGAL STANDARD

12 A general demurrer tests the legal sufficiency of a complaint as a matter of law, and
13 should be granted when a complaint “does not state facts sufficient to constitute a cause of
14 action.” Civ. Proc. Code § 430.10(e); *see also Holiday Matinee, Inc. v. Rambus, Inc.*, 118 Cal.
15 App. 4th 1413, 1420 (2004). In reviewing the sufficiency of a complaint, a court must assume
16 the complaint’s factual allegations are true, but it need not accept “contentions, deductions or
17 conclusions of fact or law.” *Evans v. City of Berkeley*, 38 Cal. 4th 1, 6 (2006) (internal
18 quotations and citation omitted). When a cause of action is defective, the plaintiff bears the
19 burden of showing how it can be cured by amendment. *See Blatty v. New York Times Co.*, 42
20 Cal. 3d 1033, 1040-41.(1986). If the plaintiff does not do so, or if it is clear the defect cannot be
21 cured, the demurrer properly is sustained without leave to amend. *See Hendy v. Losse*, 54 Cal.
22 3d 723, 742-43 (1991); *City of Pomona v. Superior Court*, 89 Cal. App. 4th 793, 800 (2001).

23 ARGUMENT

24 I. PLAINTIFFS CANNOT MAINTAIN THEIR NEGLIGENCE-BASED CLAIMS 25 AGAINST PG&E BECAUSE PG&E DOES NOT HAVE A DUTY TO DESIGN, INSPECT, MAINTAIN, OR REPAIR A CUSTOMER’S ELECTRICAL SYSTEM

26 Plaintiffs allege four causes of action that are based on same underlying factual
27 allegations and theory of negligence: 1) negligence; 2) premises liability; 3) public nuisance;
28 and 4) negligent infliction of emotional distress. (*See Compl.* ¶¶ 141-154, 159-65, 184-85, 213-

1 17.) To maintain a claim for negligence, a plaintiff must plead and prove: “(1) the existence of a
2 duty on the part of the actor toward another to take action to protect against risk; (2) the failure
3 on the part of the actor to conform to a required standard of conduct in light of the duty imposed;
4 (3) a reasonably close connection between the conduct and the resulting injury, commonly called
5 ‘proximate cause’; and (4) actual loss or damage resulting from such injury.” *Koepke v. Loo*, 18
6 Cal. App. 4th 1444, 1448-49 (1993). These four elements typically are referred to as duty,
7 breach, causation, and injury. *See United States Liab. Ins. Co. v. Haidinger-Hayes, Inc.*, 1 Cal.
8 3d 586, 594 (1970). Plaintiffs also must plead and prove these elements with respect to their
9 claims for premises liability, public nuisance, and negligent infliction of emotional distress.³

10 Whether a legal duty exists to support a claim for negligence is a question of law for the
11 court. *See Ky. Fried Chicken of Cal., Inc. v. Superior Court*, 14 Cal. 4th 814, 819 (1997).

12 Determining the existence of a legal duty and the scope of any such duty is a legal allocation of
13 risk made “in part by balancing the foreseeability of the harm against the burden of the duty to be
14 imposed.” *Ann M. v. Pacific Plaza Shopping Ctr.*, 6 Cal. 4th 666, 678-79 (1993).

15 The complaint alleges PG&E owed various duties to plaintiffs and their decedents under
16 CPUC-approved Electric Rules, common law, and the Labor Code to design, inspect, maintain,
17 and repair the internal electrical systems that served the Ghost Ship. However, PG&E has no
18 duty to design, inspect, maintain, or repair a customer’s electrical system under any legal
19 authority.⁴ California courts have long recognized that an “intolerable burden” would be placed
20 on utilities if they were held responsible for their customers’ electrical systems. *Hill v. Pac. Gas*
21 *& Elec. Co.*, 22 Cal. App. 788, 792 (1913). Plaintiffs’ negligence-based claims are not viable.

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23
24 ³ *See Annocki v. Peterson Enters., LLC*, 232 Cal. App. 4th 32, 37 (2014) (where a premises claim is based
25 on a negligence theory, plaintiff must plead and prove defendant breached a duty owed to plaintiff);
26 *Melton v. Boustred*, 183 Cal. App. 4th 521, 542 (2010) (where negligence and nuisance causes of action
rely on same facts about lack of due care, the claims rise and fall together); *Burgess v. Superior Court*, 2
Cal. 4th 1064, 1072 (1992) (negligent infliction of emotional distress is not an independent tort, but the
tort of negligence).

27 ⁴ General rules of contract interpretation apply to interpretation of a tariff. *See, e.g.*, Cal. Civ. Code
28 § 1635 (“All contracts, whether public or private, are to be interpreted by the same rules, except as
otherwise provided by this Code”); *Transmix Corp. v. S. Pac. Co.*, 187 Cal. App. 2d 257, 263 (1960) (“A
tariff is in the nature of a contract”)

1 **A. CPUC-Approved Electric Rule 11 Did Not Impose a Duty on PG&E to Abate**
2 **Unsafe Electrical Equipment and Conditions in the Ghost Ship**

3 Plaintiffs contend that when PG&E installed its meters in APN 25-690-9, it knew or
4 should have known that the downstream electrical supply and distribution systems were
5 dangerous, defective, out-of-code, and an imminent threat to health and safety. (Compl. ¶ 97.)
6 Plaintiffs further contend that under Electric Rule 11, which concerns disconnection of service,
7 PG&E owed a duty to “abate unsafe apparatus and conditions” (*Id.* ¶ 142), and that PG&E
8 breached its duty when it failed to “demand that the consumers/customers correct, replace and/or
9 repair the facilities, correct, replace or repair said facilities themselves or disconnect them until
10 such time that the facilities were code compliant and/or safe.” (*Id.* ¶ 97.) The complaint
11 specifically faults PG&E for “[f]ailing to provide the proper transformers, including any
12 necessary switches, capacitors, electrical protective equipment, etc. for the safe delivery and
13 distribution of electricity” throughout APNs 250-690-9, 10 & 11. (*Id.* ¶ 150.)

14 Rule 11, however, imposes no duty on PG&E to inspect or repair a customer’s wiring or
15 electrical systems; in fact, it expressly disavows that PG&E owes such a duty. Rule 11 grants
16 PG&E the authority to deny or terminate service if and when PG&E determines that such action
17 is necessary to eliminate an unsafe condition. (RJN Ex. 1, Sec. H.1.) But the rule is unequivocal
18 that PG&E “*does not assume the responsibility of inspecting or repairing the customer’s*
19 *facilities, appliances or other equipment for receiving or using service, or any part thereof.*”
20 (*Id.*, Sec. H.4 (emphasis added).) The customer, not PG&E, is responsible for the customer’s
21 facilities and equipment. To underscore the customer’s responsibility, Rule 11 also explicitly
22 provides that PG&E “*shall not be liable or responsible*” for any non-PG&E facilities beyond the
23 point of delivery. (*Id.* (emphasis added).) Such “[l]imitations on liability are properly included
24 in tariffs as a subject clearly within the PUC’s regulatory powers.” *L.A. Cellular Tel. Co. v.*
25 *Superior Court*, 65 Cal. App. 4th 1013, 1017-18 (1998).

26 **B. CPUC-Approved Electric Rule 16 Did Not Impose a Duty on PG&E to**
27 **Design, Inspect, Maintain, or Repair the Ghost Ship’s Electrical System**

28 The complaint alleges Electric Rule 16 imposed on PG&E a duty to safely plan, design,
and engineer “its service extensions.” (Compl. ¶ 142; *see also id.* ¶ 98.) Although PG&E is

1 responsible for its own service facilities under Rule 16, plaintiffs do not allege that PG&E failed
2 to maintain its own facilities, as defined in Rule 16. (RJN Ex. 2, Secs. A.2, D.2.) Rather, the
3 complaint makes conclusory allegations that PG&E “failed to meet [its] duties in the
4 management of the exterior facilities that supplied power to APNs 25-609-9 &10 including the
5 high voltage overhead power lines and components that powered the buildings” and failed “to
6 adequately monitor the power that was supplied to APN 25-609-9, including spikes, surges
7 and/or trouble tickets.” (Compl. ¶¶ 149-50.) But there are no factual allegations that anything
8 was wrong with PG&E’s powerlines, its electrical components, or the level of power PG&E
9 supplied. Nor do plaintiffs allege that any defective PG&E equipment caused the fire.

10 Instead, plaintiffs appear to suggest that Rule 16 requires PG&E to be responsible for all
11 electrical service components beyond the point of delivery, regardless of whether PG&E owns,
12 installs, or operates them. But Rule 16 expressly disclaims any such duty. Rather, it directly
13 imposes on the customer the duty to design and maintain a system that can deliver electric power
14 safely beyond PG&E’s service delivery point: the customer “*shall be solely responsible to plan,
15 design, install, own, maintain, and operate facilities and equipment beyond the Service Delivery
16 Point.*” (RJN, Ex. 2, Sec. D.1.b (emphasis added); *see also id.*, Sec. D.1.c.)

17 Rule 16’s express declaration that PG&E “*shall incur no liability whatsoever*” for injuries
18 caused by a customer’s equipment or negligence further confirms that PG&E had no duty, as a
19 matter of law, to design, inspect, maintain, or repair the electrical system in the Ghost Ship or the
20 adjoining premises.⁵ (*Id.*, Sec. D.1.e (emphasis added).)

21 **C. CPUC-Approved Electric Rule 18 Did Not Impose a Duty on PG&E to**
22 **Separately Meter the Ghost Ship**

23 Plaintiffs allege that Electric Rule 18, which governs the installation of separate meters
24 and submeters, imposed a duty on PG&E to separately meter the Ghost Ship. (Compl. ¶ 99.)
25 The complaint appears to posit the theory that had PG&E separately metered that premise, then

26 ⁵ Plaintiffs also contend that Rule 16 imposed a duty on PG&E to locate all meters in a single location
27 and mark each meter and that the meters in the premises “were not marked as required.” (Compl. ¶ 104.)
28 But Rule 16 makes it the *customer’s* responsibility to mark meters: “each meter position or socket shall
be clearly and permanently marked by *Applicant, customer, or owner* of the Premises to indicate the
particular unit, occupancy, or load supplied by it.” (RJN Ex. 2, Sec. B.3 (emphasis added).)

1 the vast array of PG&E's alleged duties involving design, inspection, maintenance, and repair
2 somehow would have been triggered, which in turn might have made PG&E aware of the Ghost
3 Ship's unsafe electrical system, and PG&E could have disconnected or refused to initiate service.
4 (*Id.* ¶¶ 100-03, 143-47.) However, nothing in Rule 18 modifies the clear limitations on liability
5 established by Rules 11 and 16.

6 To the extent Rule 18 can be construed to impose a duty on PG&E to separately meter
7 individual premises, Section B limits that duty to the premises actually identified in the service
8 application. (RJN Ex. 3 (Rule 18), Secs. A, B.) There is no allegation the Ghost Ship was
9 included in any application for service or submetered service. And nothing in Rule 18 imposes a
10 duty on PG&E to investigate other premises adjacent to the identified premise.

11 Further, with respect service in a commercial building – such as that here – Rule 18 states
12 that a separate meter need not be provided when certain conditions are met. (*Id.*, Sec. C.2.) The
13 complaint broadly alleges (without factual support) that none of these conditions existed and that
14 PG&E thus owed a duty to separately meter the Ghost Ship, in addition to the two meters
15 installed in APN 25-690-9. (Compl. ¶¶ 102-03.) But the complaint does not allege that PG&E
16 ever was notified that the Ghost Ship was a distinct premise, drawing electricity from APN25-
17 690-9 and that the cost of electricity was not absorbed in rental payments to the owner. (*See*
18 RJN Ex. 3, Sec. C.2.b.) More importantly, the installation of a separate meter does not, in any
19 event, trigger duties regarding a customer's downstream facilities.

20 **D. CPUC General Order 95 Did Not Impose a Duty on PG&E to Design,
21 Inspect, Maintain, or Repair the Ghost Ship's Electrical System**

22 Plaintiffs allege that, under Rule 31.1 of CPUC General Order 95, PG&E owed plaintiffs
23 “a duty to design, construct and maintain the electrical systems” serving the Ghost Ship “so as to
24 furnish safe, proper and adequate electrical service.” (Compl. ¶ 142.) General Order 95,
25 however, applies only to the design, construction, and maintenance of overhead lines located
26 outside of buildings. (RJN Ex. 4 (GO 95), Rule 12.) Because it imposes no duty on PG&E to
27 design, inspect, maintain, or repair a customer's electrical system, GO 95 is inapplicable.
28

1 **E. PG&E Did Not Have a Common Law Duty to Design, Inspect, Maintain, or**
2 **Repair the Ghost Ship’s Electrical System**

3 Consistent with the CPUC’s controlling Electric Rules, no cases support a claim that
4 PG&E owes a common law duty to ensure that a customer’s downstream electrical system is
5 properly designed and operating safely. To the contrary, the relevant authority soundly rejects
6 this contention – as it has for over a century.

7 In *Hill v. Pacific Gas and Electric Company*, 22 Cal. App. 788 (1913), the plaintiff
8 sought to recover for the death of his son, who was killed by an electric contact while operating
9 equipment at a mining company. Plaintiff did not allege any defect in PG&E’s equipment. He
10 contended that PG&E’s responsibility for supplying safe power extended to the facilities the
11 customer constructed to receive and use the power and PG&E was required to inspect the
12 customer’s facilities to ensure they were safe. *Id.* at 792. The court resoundingly rejected this
13 argument, in language as relevant and persuasive now as it was in 1913:

14 When we consider the multitudinous uses to which electricity is
15 now being applied, and assuming that the user receives it by means
16 of appliances of his own choice, erected by himself, and under his
 own control and management, as in the present case, it would be an
 intolerable burden to require of the power companies what is here
 contended for.

17 *Id.* at 791-92; *see also Roberts v. Pac. Gas & Elec. Co.*, 102 Cal. App. 422, 431 (1929) (“It is
18 ordinarily true that a company which neither owns nor controls the wires or appliances over
19 which it merely transmits electric energy is not obliged to inspect the line, and will not be liable
20 for injuries sustained by reason of defective appliances.”).

21 The Court of Appeal in *Williams v. Southern California Gas Company*, 176 Cal. App. 4th
22 591 (2009), more recently reaffirmed that a public utility does not have a common law duty to
23 ensure its customer’s appliances function properly, rejecting an attempt to impose such a duty on
24 a utility in connection with a wall furnace. Rejecting plaintiffs’ negligence claim, the court ruled
25 that the utility did not owe its customers a duty of care to ensure that their appliances worked
26 properly. *Id.* at 604. The court further held that, “drawing every inference in appellants’ favor,
27 respondent may well have realized that appellants were in peril but this, standing alone, did not
28 impose a duty on respondent to take action.” *Id.* The court recognized that the “cases are

1 uniform in holding that a person supplying gas or electricity is not responsible for the condition
2 of the conductors or pipes on the premises of consumers which the former does not own or
3 control, and the same rule must on principle apply to the customer's own appliances provided by
4 him for the consumption of the commodity supplied.” *Id.* at 603 (quoting *Ray v. Pac. Gas &*
5 *Elec. Co.*, 3 Cal. App. 2d 329, 337 (1934)). The court explained its reasoning and conclusion:

6 We do not think that this is a harsh result. From a policy
7 perspective, it is the manufacturer and/or the lessor of the wall
8 furnace who should be responsible for its condition; indeed, it may
9 be that appellants as tenants were not free of some responsibility
10 themselves. In the same vein, it appears inequitable to impose
11 liability on respondent [utility] for the condition of an appliance
12 over which they had no control and which they did not sell or lease
13 to appellants.

14 *Id.* at 604. Under California common law, PG&E had no duty to inspect or repair the Ghost
15 Ship's electrical system.

16 **F. PG&E Did Not Owe a Duty to Plaintiffs and Their Decedents Under the**
17 **Labor Code**

18 The complaint briefly alleges that PG&E owed a duty under the Labor Code to plaintiffs
19 and their decedents to ensure a safe workplace for PG&E employees. (Compl. ¶ 91.) The Labor
20 Code's health and safety requirements place a duty on the employer to “furnish employment and
21 a place of employment that is safe and healthful *for the employees* therein.” Cal. Labor Code
22 § 6400(a) (emphasis added); *see Cortez v. Abich*, 51 Cal. 4th 285, 291 (2011) (plaintiff must
23 establish the “requisite employment relationship” with the defendant to bring a tort claim under
24 the Labor Code). Because plaintiffs and their decedents had no employment relationship with
25 PG&E, and the Ghost Ship was not a PG&E workplace in any event as it was not under PG&E's
26 control, *see Springer v. Reimers*, 4 Cal. App. 3d 325, 336 (1970), they do not fall within the
27 scope of PG&E's duties to provide a safe workplace.

28 * * * *

29 In sum, CPUC-approved Electric Rules, controlling case law, and the Labor Code did not
30 impose a duty on PG&E to design, inspect, maintain, or repair the Ghost Ship's electrical
31 system. Because of the absence of a duty, plaintiffs cannot maintain their negligence-based
32 causes of action against PG&E. PG&E's demurrers to the negligence, premises liability, public

1 nuisance, and intentional infliction of emotional distress causes of action should be sustained.

2 **II. THE COMPLAINT DOES NOT STATE A CLAIM OF STRICT LIABILITY**
3 **AGAINST PG&E**

4 As a commercial supplier of electricity, PG&E is subject “to strict liability in tort for
5 personal injuries caused by delivery of electricity at dangerously high voltage due to a defective
6 transformer.” *Pierce v. Pac. Gas & Elec. Co.*, 166 Cal. App. 3d 68, 83-84 (1985). Electricity
7 that has passed through the consumer’s meter “constitutes the sale of a product and, if that
8 product be defective and causes damage to the consumer, will support a cause of action based on
9 the doctrine of strict product liability.” *Mancuso v. S. Cal. Edison Co.*, 232 Cal. App. 3d 88, 101
10 (1991). Although the complaint parrots this legal standard, it alleges no facts to support its
11 conclusory allegation that the electricity PG&E placed in the stream of commerce was
12 “defective.” (Compl. ¶¶ 189-93.) To the contrary, the complaint repeatedly alleges that the
13 Ghost Ship’s internal electric system and components were faulty and unsafe. Because the strict
14 liability claim is inadequately pled, the Court should sustain PG&E’s demurrers.

15 **III. THE COMPLAINT DOES NOT STATE A SURVIVAL ACTION AGAINST**
16 **PG&E**

17 As successors in interest to the victims who died, the wrongful death plaintiffs assert
18 survival causes of action, *i.e.*, causes of action that belonged to their decedents and survive their
19 deaths. *See* Cal. Civ. Proc. Code §§ 377.20, 377.30–377.35. The survival action against PG&E
20 consists of causes of action for negligence, premises liability, public nuisance, and strict liability.
21 (*See* Compl. ¶ 199.) Because those four causes of action fail to state a claim, the survival action
22 should be dismissed.

23 **IV. THE COMPLAINT DOES NOT STATE A CLAIM OF INTENTIONAL**
24 **INFLECTION OF EMOTIONAL DISTRESS AGAINST PG&E**

25 To state a claim for intentional infliction of emotional distress, a plaintiff must allege:
26 “(1) extreme and outrageous conduct by the defendant with the intention of causing, or reckless
27 disregard of the probability of causing, emotional distress; (2) the plaintiff’s suffering severe or
28 extreme emotional distress; and (3) actual and proximate causation of the emotional distress by
the defendant’s outrageous conduct.” *Wilson v. Hynek*, 207 Cal. App. 4th 999, 1009 (2012)

1 (internal quotation and citation omitted). For conduct to be outrageous, it “must be so extreme as
2 to exceed all bounds of that usually tolerated in a civilized community.” *Id.*

3 The cause of action is pleaded generally without any particularized allegation against
4 PG&E. (*See* Compl. ¶ 221.) No facts support the conclusory assertion that PG&E engaged in
5 extreme or outrageous conduct. In fact, apart from the allegation that PG&E installed two
6 meters in APN 25-609-09 at some unspecified point in time, the complaint alleges no specific
7 conduct as to PG&E in connection with the Ghost Ship or the adjacent premises. PG&E’s
8 demurrer to this cause of action should be sustained. *See Wilson*, 207 Cal. App. 4th at 1009.

9 **V. THE COURT SHOULD SUSTAIN PG&E’S DEMURRERS WITHOUT LEAVE
10 TO AMEND**

11 A demurrer may be sustained without leave to amend if “there is no reasonable
12 probability or reasonable possibility that plaintiff can amend his [or her] complaint to state a
13 cause of action under the applicable substantive law.” *Kilgore v. Younger*, 30 Cal. 3d 770, 781,
14 783 (1982). Plaintiff has the burden to demonstrate it is reasonably probable she can state a
15 claim for relief. *Id.* PG&E does not have a duty to design, inspect, maintain, or repair a
16 customer’s electrical systems downstream of PG&E’s meter. In addition, there are no factual
17 allegations that anything was wrong with PG&E’s overhead powerlines, its electrical
18 components, the level of power PG&E supplied to the buildings, or that any defective PG&E
19 equipment caused the fire. Nor are there any factual allegations that PG&E knew of the
20 conditions inside the Ghost Ship. The absence of such allegations suggests no such allegations
21 can properly be made. PG&E’s demurrers should be sustained without leave to amend.

22 **CONCLUSION**

23 PG&E recognizes the overwhelming losses suffered as a result of this tragic fire and
24 extends its deepest sympathies to the families and friends of the victims. However, as it bears no
25 legal responsibility for this tragedy, PG&E respectfully requests that the Court sustain the
26 demurrers without leave to amend.

27 Dated: June 30, 2017

Respectfully submitted,

28 By: Laura Elliott

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PROOF OF SERVICE

I, Dan Bauhaus, declare as follows:

I am employed with Document Technologies, LLC, whose address is 275 Battery Street, San Francisco, CA 94111. I am over the age of eighteen years and not a party to this action. On June 30, 2017, I served the following documents by the method indicated below on the parties listed on the attached service list.

DEFENDANTS PACIFIC GAS AND ELECTRIC COMPANY AND PG&E CORPORATION'S MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF DEMURRERS TO MASTER COMPLAINT

(BY FIRST CLASS MAIL). I placed true copies thereof in sealed envelopes, addressed as shown above, for collection and mailing pursuant to the ordinary business practice of this office which is that correspondence for mailing is collected and deposited with the United States Postal Service on the same day in the ordinary course of business.

(BY EXPRESS COURIER). I placed true copies thereof in a sealed FedEx envelope, air bill addressed as shown, for collection and delivery pursuant to the ordinary business practice of this office which is that correspondence for overnight delivery via courier service is collected and deposited with the courier service representative on the same day in the ordinary course of business.

(BY HAND DELIVERY). I personally arranged for delivery of the documents by hand to the addressee, as noted below, via messenger service.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this proof of service was executed on June 30, 2017 at San Francisco, California.


Dan Bauhaus

STEPTOE & JOHNSON LLP
1891 Page Mill Road, Suite 200
Palo Alto, CA 94304

1 **PROOF OF SERVICE**

2 I, Seth Sias, declare as follows:

3 I am employed with the law firm of Steptoe & Johnson LLP, whose address is 1891 Page
4 Mill Road, Suite 200, Palo Alto, California 94304. I am over the age of eighteen years and not a
5 party to this action. On June 30, 2017, I served the following documents by the method
6 indicated below on the parties listed on the attached service list other than defendant Omar Vega.

7 **DEFENDANTS PACIFIC GAS AND ELECTRIC COMPANY AND PG&E**
8 **CORPORATION'S MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT**
9 **OF DEMURRERS TO MASTER COMPLAINT**

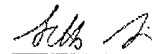
10 (BY E-MAIL). I e-mailed a true and correct copy of the document addressed to the
11 persons shown on the attached service list except for defendant Omar Vega.

12 (BY FIRST CLASS MAIL). I placed true copies thereof in sealed envelopes,
13 addressed as shown above, for collection and mailing pursuant to the ordinary
14 business practice of this office which is that correspondence for mailing is
15 collected and deposited with the United States Postal Service on the same day in
16 the ordinary course of business.

17 (BY EXPRESS COURIER). I placed true copies thereof in a sealed FedEx
18 envelope, air bill addressed as shown, for collection and delivery pursuant to the
19 ordinary business practice of this office which is that correspondence for
20 overnight delivery via courier service is collected and deposited with the courier
21 service representative on the same day in the ordinary course of business.

22 (BY HAND DELIVERY). I personally arranged for delivery of the documents
23 by hand to the addressee, as noted below, via messenger service.

24 I declare under penalty of perjury under the laws of the State of California that the
25 foregoing is true and correct and that this proof of service was executed on June 30, 2017 at San
26 Francisco, California.

27 

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Seth Sias

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Alameda County Superior Court Case No. RG 17856893; *Timonen, et al. v. Ng, et al.*, Alameda County Superior Court Case No. RG 17851540; *Plotkin, et al. v Ng, et al.*, Alameda County Superior Court Case No. RG 17850334; *Cline, et al. v. Ng, et al.*, Alameda County Superior Court Case No. RG 17862635; *Vega, et al. v Ng, et al.*, Alameda County Superior Court Case No. RG 17845597; *Walrath, et al. v. Ng, et al.*, Alameda County Superior Court Case No. RG 17854654; *Samuel Maxwell v. Ng, et al.*, Alameda County Superior Court Case No. RG 17853077; *Robert Lapine v. Ng, et al.*, Alameda County Superior Court Case No. RG 17854328; *Yraina L. Kopelman v. Ng, et al.*, Alameda County Superior Court Case No. RG17854105; *Matlock, et al. v. Ng, et al.*, Alameda County Superior Court Case No. RG 17864342; *Wittenauer. v. Ng, et al.*, Alameda County Superior Court Case No. RG 17864346; *Kellogg v. Ng, et al.*, Alameda County Superior Court Case No. RG 17857948; *Cidlik v. Ng, et al.*, Alameda County Superior Court Case No. RG 17860699; *Hough v. Ng, et al.*, Alameda County Superior Court Case No. RG 17860697; *Igaz v. Ng, et al.*, Alameda County Superior Court Case No. RG17863541; *Runnels v. Ng, et al.*, Alameda County Superior Court Case No. RG 17860700; *Danemayer, et al. v. Ng, et al.*, Alameda County Superior Court Case No. RG17861609

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14 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **IN AND FOR THE COUNTY OF ALAMEDA**

16 In re GHOST SHIP FIRE LITIGATION

17 _____

18 This Document Relates to:

19 ALL ACTIONS

Lead Case No. RG16843631
 DES # 1868655 / 1868657
**DECLARATION OF KATE DYER IN
 SUPPORT OF DEFENDANTS
 PACIFIC GAS AND ELECTRIC
 COMPANY AND PG&E
 CORPORATION'S DEMURRERS TO
 PLAINTIFFS' MASTER
 COMPLAINT**

Judge: Hon. Brad Seligman
 Hearing: September 12, 2017
 Time: 3:00 p.m.
 Department: 30

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Palo Alto, CA 94304

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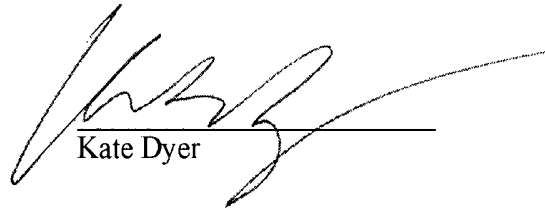
I, Kate Dyer, declare as follows:

1. I am an attorney duly licensed to practice before all the courts of the State of California. I am a partner with the law firm Clarence Dyer & Cohen LLP, counsel of record for defendants Pacific Gas and Electric Company and PG&E Corporation (collectively "PG&E"). I make this Declaration in Support of PG&E's Demurrers to the Master Complaint. I have personal knowledge of the information set forth below, and, if called as a witness, I could and would competently testify thereto.

2. On June 22, 23, and 27, 2017, pursuant to California Code of Civil Procedure Section 430.41, I met and conferred with counsel for the plaintiffs in this action by telephone and email to determine whether an agreement could be reached concerning PG&E's objections to plaintiffs' Master Complaint. I identified the deficiencies in plaintiffs' causes of action against PG&E. Although plaintiffs will be dismissing one cause of action as to PG&E without prejudice, we did not reach an agreement resolving PG&E's remaining objections to the Master Complaint, which are now raised in PG&E's demurrers.

I declare under penalty of perjury that the foregoing is true and correct and that I executed this declaration on June 29, 2017, in San Francisco, California.

Dated: June 29, 2017



Kate Dyer

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PROOF OF SERVICE

I, Dan Bauhaus, declare as follows:

I am employed with Document Technologies, LLC, whose address is 275 Battery Street, San Francisco, CA 94111. I am over the age of eighteen years and not a party to this action. On June 30, 2017, I served the following documents by the method indicated below on the parties listed on the attached service list.

DECLARATION OF KATE DYER IN SUPPORT OF DEFENDANTS PACIFIC GAS AND ELECTRIC COMPANY AND PG&E CORPORATION'S DEMURRERS TO PLAINTIFFS' MASTER COMPLAINT

(BY FIRST CLASS MAIL). I placed true copies thereof in sealed envelopes, addressed as shown above, for collection and mailing pursuant to the ordinary business practice of this office which is that correspondence for mailing is collected and deposited with the United States Postal Service on the same day in the ordinary course of business.

(BY EXPRESS COURIER). I placed true copies thereof in a sealed FedEx envelope, air bill addressed as shown, for collection and delivery pursuant to the ordinary business practice of this office which is that correspondence for overnight delivery via courier service is collected and deposited with the courier service representative on the same day in the ordinary course of business.

(BY HAND DELIVERY). I personally arranged for delivery of the documents by hand to the addressee, as noted below, via messenger service.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this proof of service was executed on June 30, 2017 at San Francisco, California.


Dan Bauhaus

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PROOF OF SERVICE

I, Seth Sias, declare as follows:

I am employed with the law firm of Steptoe & Johnson LLP, whose address is 1891 Page Mill Road, Suite 200, Palo Alto, California 94304. I am over the age of eighteen years and not a party to this action. On June 30, 2017, I served the following documents by the method indicated below on the parties listed on the attached service list other than defendant Omar Vega.

DECLARATION OF KATE DYER IN SUPPORT OF DEFENDANTS PACIFIC GAS AND ELECTRIC COMPANY AND PG&E CORPORATION'S DEMURRERS TO PLAINTIFFS' MASTER COMPLAINT

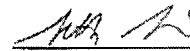
(BY E-MAIL). I e-mailed a true and correct copy of the document addressed to the persons shown on the attached service list except for defendant Omar Vega.

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this proof of service was executed on June 30, 2017 at San Francisco, California.



Seth Sias

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Palo Alto, CA 94304

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Attorneys for Plaintiffs in:

Brito v. Ng, et al. Alameda County Superior Court Case No. RG 17861366; *Fritz, et al. v. Ng, et al.* Alameda County Superior Court Case No. RG 17853255; *Ghassan, et al. v. Ng, et al.* Alameda County Superior Court Case No. RG17848401; *Gregory, et al. v. Ng, et al.* Alameda County Superior Court Case No. RG16843631; *Jahanbani v. Ng, et al.* Alameda County Superior Court Case No. RG17848158; *Kelber v. Ng, et al.* Alameda County Superior Court Case No. RG 17861368; *Kershaw, et al. v. Ng, et al.* Alameda County Superior Court Case No. RG 17861362; *Madden, et al. v. Ng, et al.* Alameda County Superior Court Case No. RG 16843633; *Morris, et al. v. Ng, et al.* Alameda County Superior Court Case No. RG 17845655; *Porter, et al. v. Ng, et al.* Alameda County Superior Court Case No. RG17860470; *Slocum. v. Ng, et al.*, Alameda County Superior Court Case No. RG 17854977; *Wadsworth, et al. v. Ng, et al.* Alameda County Superior Court Case No. RG16843856

Plaintiffs' Liaison Counsel in:

Jack Bohlka v. Ng, et al., Alameda County Superior Court Case No. RG 17846748; *Margaret Bohlka v. Ng, et al.*, Alameda County Superior Court Case No. RG17851011; *Clark v. Ng, et al.*, Alameda County Superior Court Case No. RG 17854628; *Dolan v. Ng, et al.*, Alameda County Superior Court Case No. RG 17860682; *Dennis v. Ng, et al.*, Alameda County Superior Court Case No. RG17863866; *Grandchamps, et al. v. Ng, et al.*, Alameda County Superior Court Case No. RG 17849318; *Jacohitz v. Ng, et al.*, Alameda County Superior Court Case No. RG 17863858; *Marin v. Ng, et al.*, Alameda County Superior Court Case No. RG 17863850; *McCarty, et al. v. Ng, et al.*,

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1		Alameda County Superior Court Case No. RG 17856893; <i>Timonen, et al. v. Ng, et al.</i> ,
2		Alameda County Superior Court Case No. RG 17851540; <i>Plotkin, et al. v Ng, et al.</i> ,
3		Alameda County Superior Court Case No. RG 17850334; <i>Cline, et al. v. Ng, et al.</i> ,
4		Alameda County Superior Court Case No. RG 17862635; <i>Vega, et al. v Ng, et al.</i> ,
5		Alameda County Superior Court Case No. RG 17845597; <i>Walrath, et al. v. Ng, et al.</i> ,
6		Alameda County Superior Court Case No. RG 17854654; <i>Samuel Maxwell v. Ng, et al.</i> ,
7		Alameda County Superior Court Case No. RG 17853077; <i>Robert Lapine v. Ng, et al.</i> ,
8		Alameda County Superior Court Case No. RG 17854328; <i>Yraina L. Kopelman v. Ng, et al.</i> ,
9		Alameda County Superior Court Case No. RG17854105; <i>Matlock, et al. v. Ng, et al.</i> ,
10		Alameda County Superior Court Case No. RG 17864342; <i>Wittenauer. v. Ng, et al.</i> ,
11		Alameda County Superior Court Case No. RG 17864346; <i>Kellogg v. Ng, et al.</i> ,
12		Alameda County Superior Court Case No. RG 17857948; <i>Cidlik v. Ng, et al.</i> ,
13		Alameda County Superior Court Case No. RG 17860699; <i>Hough v. Ng, et al.</i> ,
14		Alameda County Superior Court Case No. RG 17860697; <i>Igaz v. Ng, et al.</i> ,
15		Alameda County Superior Court Case No. RG17863541; <i>Runnels v. Ng, et al.</i> ,
16		Alameda County Superior Court Case No. RG 17860700; <i>Danemayer, et al. v. Ng, et al.</i> ,
17		Alameda County Superior Court Case No. RG17861609
18		
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21	Raymond Meyer, Jr., Esq.	Attorneys for Defendants Chor Nar Siu Ng,
22	Stephen C. Dreher, Esq.	Individually and as Trustee of the Chor Nar
23	Keith G. Bremer, Esq.	Siu Ng Revocable Trust Dated September
24	Bremer Whyte Brown & O'Meara LLP	28, 2007 and Eva Ng
25	300 Frank H. Ogawa Plaza	
26	The Rotunda Building, Suite 355	
27	Oakland, CA 94612	
28	Phone: (510) 540-4881	
	Facsimile: (510) 540-4889	
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8	Valor Legal, P.C.	
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11	Phone: (415)545-8394 Facsimile: (415) 520-9695 E-mail: ocross@valorlegal.com	
12	Kimberly Miller, Esq.	Attorneys for Defendants 100% Silk, Amanda Brown and Britt Brown
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17	S. Dean Ruiz, Esq.	Attorneys for Defendant Daniel Lopez
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23	Omar Vega	Defendant
24	2641 Crestmore Circle	
25	Stockton, CA 95206	
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Laurie Edelstein (Bar No. 164466)
Seth R. Sias (Bar No. 260674)
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*Attorneys for Defendants
Pacific Gas and Electric Company and
PG&E Corporation*

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FILED
ALAMEDA COUNTY

JUN 30 2017

CLERK OF THE SUPERIOR COURT
By *Janie Thomas*
JANIE THOMAS, Deputy

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ALAMEDA**

In re GHOST SHIP FIRE LITIGATION

This Document Relates to:

ALL ACTIONS

Lead Case No. RG16843631
RES #1808655/1868657
**DEFENDANTS PACIFIC GAS AND
ELECTRIC COMPANY AND PG&E
CORPORATION'S REQUEST FOR
JUDICIAL NOTICE IN SUPPORT
OF DEMURRERS TO MASTER
COMPLAINT**

Judge: Hon. Brad Seligman
Hearing: September 12, 2017
Time: 3:00 p.m.
Department: 30

1 In accordance with California Evidence Code §§ 451 and 452, defendants Pacific Gas
2 and Electric Company and PG&E Corporation (collectively "PG&E") respectfully request that
3 this Court take judicial notice of each of the Exhibits accompanying this Request for Judicial
4 Notice in Support of PG&E's Demurrer to Master Complaint, and described in greater detail
5 below.

6 Section 451 of the California Evidence Code requires a court to take judicial notice of,
7 among other matters, the decisional, constitutional, and public statutory law of California and of
8 the United States, as well as facts so universally known that they are not reasonably subject to
9 dispute. *See* Cal. Evid. Code § 451. Section 452 allows a court to take judicial notice of, among
10 other matters, official acts of the legislative, executive branches, and judicial departments of the
11 United States or any state, federal and state court records, court rules, and facts not reasonably
12 subject to dispute or verifiable by resort to accurate sources. *See* Cal. Evid. Code § 452.

13 Exhibits 1-4 to this Request for Judicial Notice may be judicially noticed because they
14 are official acts of the California Public Utilities Commission ("CPUC"), a constitutional body
15 and state agency with broad powers. *See* Cal. Const., art. XII, §§ 1-2, 6. The exhibits are public
16 tariff schedules filed with and approved by the CPUC and a General Order that the CPUC issued
17 and adopted. These documents are also capable of immediate and accurate determination by
18 resort to sources of reasonably indisputable accuracy. *See* Cal. Evid. Code §§ 452(a)-(d), (h);
19 *Fowler v. Howell*, 42 Cal. App. 4th 1746, 1749-50 (1996) (taking judicial notice of decisions of
20 state agency); *Schell v. S. Cal. Edison Co.*, 204 Cal. App. 3d 1039, 1043 n.2 (1988) (on
21 demurrer, taking judicial notice of pleadings and opinions in various CPUC proceedings); *see*
22 *also Trammell v. Western Union Tel. Co.*, 57 Cal. App. 3d 538, 550, 551 (1976) (CPUC-
23 approved tariff has force and effect of statute); *Dyke Water Co. v. Pub. Util. Comm'n*, 56 Cal. 2d
24 105, 123 (1961).

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Palo Alto, CA 94304

EXHIBITS

1. Attached as Exhibit 1 is a true and correct copy of PG&E Electric Rule No. 11, filed with and approved by the California Public Utilities Commission.
2. Attached as Exhibit 2 is a true and correct copy of PG&E Electric Rule No. 16, filed with and approved by the California Public Utilities Commission.
3. Attached as Exhibit 3 is a true and correct copy of PG&E Electric Rule No. 18, filed with and approved by the California Public Utilities Commission.
4. Attached as Exhibit 4 is a true and correct copy of an excerpt from General Order 95, Rules for Overhead Electric Line Construction, issued by the California Public Utilities Commission.

Dated: June 30, 2017

Respectfully submitted,

By: 

Laurie Edelstein
Seth R. Sias
STEPTOE & JOHNSON LLP

Kate Dyer
Adam F. Shearer
CLARENCE DYER & COHEN LLP

*Attorneys for Defendant Pacific Gas and
Electric Company and PG&E Corporation*

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PROOF OF SERVICE

I, Dan Baubaus, declare as follows:

I am employed with Document Technologies, LLC, whose address is 275 Battery Street, San Francisco, CA 94111. I am over the age of eighteen years and not a party to this action. On June 30, 2017, I served the following documents by the method indicated below on the parties listed on the attached service list.

DEFENDANTS PACIFIC GAS AND ELECTRIC COMPANY AND PG&E CORPORATION'S REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF DEMURRERS TO MASTER COMPLAINT

(BY FIRST CLASS MAIL). I placed true copies thereof in sealed envelopes, addressed as shown above, for collection and mailing pursuant to the ordinary business practice of this office which is that correspondence for mailing is collected and deposited with the United States Postal Service on the same day in the ordinary course of business.

(BY EXPRESS COURIER). I placed true copies thereof in a sealed FedEx envelope, air bill addressed as shown, for collection and delivery pursuant to the ordinary business practice of this office which is that correspondence for overnight delivery via courier service is collected and deposited with the courier service representative on the same day in the ordinary course of business.

(BY HAND DELIVERY). I personally arranged for delivery of the documents by hand to the addressee, as noted below, via messenger service.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this proof of service was executed on June 30, 2017 at San Francisco, California.



Dan Baubaus

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Palo Alto, CA 94304

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PROOF OF SERVICE

I, Seth Sias, declare as follows:

I am employed with the law firm of Steptoe & Johnson LLP, whose address is 1891 Page Mill Road, Suite 200, Palo Alto, California 94304. I am over the age of eighteen years and not a party to this action. On June 30, 2017, I served the following documents by the method indicated below on the parties listed on the attached service list other than defendant Omar Vega.

DEFENDANTS PACIFIC GAS AND ELECTRIC COMPANY AND PG&E CORPORATION'S REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF DEMURRERS TO MASTER COMPLAINT


(BY E-MAIL). I e-mailed a true and correct copy of the document addressed to the persons shown on the attached service list except for defendant Omar Vega.

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Seth Sias

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<p>Mary E. Alexander, Esq. Jennifer L. Fiore, Esq. Sophia M. Aslami, Esq. Casey A. Gee, Esq. Mary Alexander & Associates, P.C. 44 Montgomery Street, Suite 1303 San Francisco, CA 94104 Phone: (415) 433-4440 Facsimile: (415) 433-5440 malexander@maryalexanderlaw.com jfiore@maryalexanderlaw.com saslami@maryalexanderlaw.com cgee@maryalexanderlaw.com jwilliams@maryalexanderlaw.com</p>	<p>Attorneys for Plaintiffs in:</p> <p><i>Brito v. Ng, et al.</i> Alameda County Superior Court Case No. RG 17861366; <i>Fritz, et al. v. Ng, et al.</i> Alameda County Superior Court Case No. RG 17853255; <i>Ghassan, et al. v. Ng, et al.</i> Alameda County Superior Court Case No. RG17848401; <i>Gregory, et al. v. Ng, et al.</i> Alameda County Superior Court Case No. RG16843631; <i>Jahanbani v. Ng, et al.</i> Alameda County Superior Court Case No. RG17848158; <i>Kelber v. Ng, et al.</i> Alameda County Superior Court Case No. RG 17861368; <i>Kershaw, et al. v. Ng, et al.</i> Alameda County Superior Court Case No. RG 17861362; <i>Madden, et al. v. Ng, et al.</i> Alameda County Superior Court Case No. RG 16843633; <i>Morris, et al. v. Ng, et al.</i> Alameda County Superior Court Case No. RG 17845655; <i>Porter, et al. v. Ng, et al.</i> Alameda County Superior Court Case No. RG17860470; <i>Slocum. v. Ng, et al.</i>, Alameda County Superior Court Case No. RG 17854977; <i>Wadsworth, et al. v. Ng, et al.</i> Alameda County Superior Court Case No. RG16843856</p> <p>Plaintiffs' Liaison Counsel in:</p> <p><i>Jack Bohlka v. Ng, et al.</i>, Alameda County Superior Court Case No. RG 17846748; <i>Margaret Bohlka v. Ng, et al.</i>, Alameda County Superior Court Case No. RG17851011; <i>Clark v. Ng, et al.</i>, Alameda County Superior Court Case No. RG 17854628; <i>Dolan v. Ng, et al.</i>, Alameda County Superior Court Case No. RG 17860682; <i>Dennis v. Ng, et al.</i>, Alameda County Superior Court Case No. RG17863866; <i>Grandchamps, et al. v. Ng, et al.</i>, Alameda County Superior Court Case No. RG 17849318; <i>Jacohitz v. Ng, et al.</i>, Alameda County Superior Court Case No. RG 17863858; <i>Marin v. Ng, et al.</i>, Alameda County Superior Court Case No. RG 17863850; <i>McCarty, et al. v. Ng, et al.</i>,</p>
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Alameda County Superior Court Case No. RG 17856893; *Timonen, et al. v. Ng, et al.*, Alameda County Superior Court Case No. RG 17851540; *Plotkin, et al. v Ng, et al.*, Alameda County Superior Court Case No. RG 17850334; *Cline, et al. v. Ng, et al.*, Alameda County Superior Court Case No. RG 17862635; *Vega, et al. v Ng, et al.*, Alameda County Superior Court Case No. RG 17845597; *Walrath, et al. v. Ng, et al.*, Alameda County Superior Court Case No. RG 17854654; *Samuel Maxwell v. Ng, et al.*, Alameda County Superior Court Case No. RG 17853077; *Robert Lapine v. Ng, et al.*, Alameda County Superior Court Case No. RG 17854328; *Yraina L. Kopelman v. Ng, et al.*, Alameda County Superior Court Case No. RG17854105; *Matlock, et al. v. Ng, et al.*, Alameda County Superior Court Case No. RG 17864342; *Wittenauer. v. Ng, et al.*, Alameda County Superior Court Case No. RG 17864346; *Kellogg v. Ng, et al.*, Alameda County Superior Court Case No. RG 17857948; *Cidlik v. Ng, et al.*, Alameda County Superior Court Case No. RG 17860699; *Hough v. Ng, et al.*, Alameda County Superior Court Case No. RG 17860697; *Igaz v. Ng, et al.*, Alameda County Superior Court Case No. RG17863541; *Runnels v. Ng, et al.*, Alameda County Superior Court Case No. RG 17860700; *Danemayer, et al. v. Ng, et al.*, Alameda County Superior Court Case No. RG17861609

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Attorneys for Defendants Chor Nar Siu Ng, Individually and as Trustee of the Chor Nar Siu Ng Revocable Trust Dated September 28, 2007 and Eva Ng

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16 17 18 19 20	S. Dean Ruiz, Esq. Harris, Perisho & Ruiz Brookside Corporate Center 3439 Brookside Road, Suite 210 Stockton, CA 95129 Phone: (209) 957-4254 Facsimile: (209) 957-5338 E-mail: dean@hpplaw.net	Attorneys for Defendant Daniel Lopez
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EXHIBIT 1



ELECTRIC RULE NO. 11
DISCONTINUANCE AND RESTORATION OF SERVICE

Sheet 1

If PG&E terminates or refuses to restore service to a customer or any other person for any of the reasons or upon any of the grounds stated herein, PG&E shall incur no liability whatsoever to said customer or person or to any other customers or persons.

A. CUSTOMER REQUEST TO TERMINATE LIABILITY FOR PAYMENT FOR SERVICE

1. SERVICE TO OTHER THAN MULTIFAMILY ACCOMMODATIONS

When a customer wants to terminate liability for payment for service, the customer shall give PG&E not less than two days notice and state the date on which the termination is to become effective. The customer may be held responsible for all service furnished at the premises until two days after receipt of such notice by PG&E, or until the date of termination specified in the notice, whichever date is later.

2. SERVICE TO MULTIFAMILY ACCOMMODATIONS

When a customer wants to terminate liability for payment for the service supplied to a multifamily accommodation and the termination may deprive residential tenants of service, the customer shall give PG&E and the tenants notice at least 10 days prior to the date the customer desires to terminate liability for payment for the service. The customer may be held responsible for all service furnished at the premises until ten days after receipt of such notice by PG&E, or until the date of termination specified in the notice, whichever date is later.

B. TERMINATION OF SERVICE FOR NONPAYMENT—WEEKENDS AND HOLIDAYS

Service will not be terminated for nonpayment of bills or credit deposit requests on Saturdays, Sundays, legal holidays or when the offices of PG&E are closed to the public. (T)

(Continued)

Advice Letter No: 4554-E
 Decision No.

Issued by
Steven Malnight
 Senior Vice President
 Regulatory Affairs

Date Filed	<u>December 19, 2014</u>
Effective	<u>December 19, 2014</u>
Resolution No.	_____



ELECTRIC RULE NO. 11
DISCONTINUANCE AND RESTORATION OF SERVICE

Sheet 2

C. TERMINATION OF SERVICE FOR NONPAYMENT OF BILLS OR CREDIT DEPOSIT REQUESTS—RESIDENTIAL

Monthly bills and credit deposit requests for residential service are due and payable upon presentation and will be considered past due if payment is not received by PG&E within 19 days after the bill is mailed to the customer. (T)

(D)
 |
 (D)

When a bill or credit deposit request has become past due and the customer has received notice in accordance with Rule 8 that service will be terminated for nonpayment, PG&E may terminate any and all services the customer is receiving unless an exception described in Sections C.1 through C.3, below, applies.

1. INABILITY TO PAY—RESIDENTIAL

PG&E may, at its option, extend payment arrangements to a customer who alleges an inability to pay. However, PG&E must extend payment arrangements to a customer who alleges an inability to pay where: (1) the customer has provided certification from a licensed physician, public health nurse, or social worker that terminating the service would be life-threatening either to the customer or to a full time resident in the customer's home, and (2) the customer is willing to enter into reasonable payment arrangements.

It is the customer's responsibility to contact PG&E to request payment arrangements. If payment arrangements are made, such payment arrangements will be by Amortization Agreement, as described in Section C.1.a., below, or by Extension Agreement, as described in Section C.1.b., below.

PG&E shall visit, in-person, special needs profiled customers that have previously been identified as Medical Baseline, Life Support, or has self-certified that they have a serious illness or condition that could become life threatening if service is disconnected, within the 48 hours prior to, or at the time of, service termination. At the time of such visit, the field representative will provide the customer with a Pay-by-Phone option or provide the customer a courtesy extension of 48 hours to make payment if they indicate a desire to pay at a local office or neighborhood payment center.

Service may be terminated to any customer, including special needs profiled customers who do not comply with a payment arrangement as described in Section C.1.a, below, or by an Extension Agreement, as described in Section C.1.b. below. (N)
 |
 |
 (N)

(Continued)



ELECTRIC RULE NO. 11
DISCONTINUANCE AND RESTORATION OF SERVICE

Sheet 3

C. TERMINATION OF SERVICE FOR NONPAYMENT OF BILLS OR CREDIT DEPOSIT REQUESTS—RESIDENTIAL (Cont'd.) (N)
 (N)

1. INABILITY TO PAY—RESIDENTIAL (Cont'd.) (N)

When the customer and PG&E have agreed upon payment arrangements, PG&E will not terminate service as long as the customer complies with the arrangements. However, if the customer fails to comply, PG&E may terminate any and all services the customer is receiving after notice is given in accordance with Section C.1.a. or Section C.1.b., below. (N)

If PG&E and the customer cannot agree on payment arrangements, the customer may submit a complaint to the Commission in accordance with Section C.1.c., below.

The customer shall be provided information on the availability of financial assistance. (N)

a. AMORTIZATION AGREEMENT—RESIDENTIAL (N)

An Amortization Agreement is a contract between PG&E and the customer by which the customer is allowed to make installment payments of a past due balance (for a reasonable period not to exceed 12 months) while also paying subsequent PG&E bills before these bills become past due. (L) (T)

If the customer fails to comply with the Amortization Agreement, the entire amount owing will become immediately due and payable and any and all services the customer is receiving may be terminated. However, service will not be terminated until the customer has received notice, either by telephone or in writing, at least 48 hours prior to termination. (L) (T)

(Continued)



ELECTRIC RULE NO. 11
DISCONTINUANCE AND RESTORATION OF SERVICE

Sheet 4

C. TERMINATION OF SERVICE FOR NONPAYMENT OF BILLS OR CREDIT DEPOSIT REQUESTS—RESIDENTIAL (Cont'd.) (N) (N)

1. INABILITY TO PAY—RESIDENTIAL (Cont'd.) (N)

b. EXTENSION AGREEMENT—RESIDENTIAL (N)

An Extension Agreement is a contract between PG&E and the customer by which the customer is allowed to make a single payment of a past due balance on or by a specified date while also paying subsequent PG&E bills before they become past due.

When the customer has received a 15-day notice of termination and fails to comply with the Extension Agreement, the notice of termination will remain in effect, and collection action will continue. When the customer has received a 48-hour notice of termination and fails to comply with the Extension Agreement, the notice of termination will remain in effect, and any and all services the customer is receiving may be terminated without further notice.

c. FAILURE TO AGREE ON PAYMENT ARRANGEMENTS (N)

When the customer and PG&E fail to agree on payment arrangements, it is the customer's responsibility to contact the California Public Utilities Commission's (CPUC) Consumer Affairs Branch (CAB) in a timely manner to avoid termination. The customer may: (L) (T)

1) Write to the CAB to make a complaint alleging an inability to pay and indicating that payment arrangements have not been mutually agreed upon by the customer and PG&E.

2) When the customer has submitted a complaint to the CAB, the CAB will notify PG&E and PG&E will respond to the complaint within 10 days. The CAB will report its proposed resolution to the parties in accordance with CPUC procedures. (L) (T)

(Continued)



ELECTRIC RULE NO. 11
DISCONTINUANCE AND RESTORATION OF SERVICE

Sheet 5

C. TERMINATION OF SERVICE FOR NONPAYMENT OF BILLS OR CREDIT DEPOSIT REQUESTS—RESIDENTIAL (Cont'd.)

1. INABILITY TO PAY—RESIDENTIAL (Cont'd.)

c. FAILURE TO AGREE ON PAYMENT ARRANGEMENTS (Cont'd.)

- 3) If the customer is not satisfied with CAB's resolution of the complaint, the customer may appeal to the CPUC in accordance with the CPUC's procedures.
- 4) Failure of the customer to observe any time limits set by the CPUC's complaint procedures shall entitle PG&E to insist upon payment and to terminate service if the payment is not made.

(D)

2. BILLING OR CREDIT DEPOSIT REQUEST DISPUTE—RESIDENTIAL

PG&E will not terminate service when a residential customer has initiated a complaint or requested an investigation within five days of receiving a disputed bill or credit deposit request, until the customer has been given an opportunity for review of the dispute by PG&E or the CPUC in accordance with Rule 10. However, the customer must continue to pay subsequent undisputed PG&E bills before these bills become past due, or the customer's service will be subject to termination in accordance with this rule and Rule 8.

(Continued)



ELECTRIC RULE NO. 11
DISCONTINUANCE AND RESTORATION OF SERVICE

Sheet 6

C. TERMINATION OF SERVICE FOR NONPAYMENT OF BILLS OR CREDIT DEPOSIT REQUESTS—RESIDENTIAL (Cont'd.)

3. CORRECTED BILL OR CREDIT DEPOSIT REQUEST—RESIDENTIAL

When PG&E has corrected the customer's bill or the requested credit deposit amount, service may not be terminated until the customer has received notices for the corrected amount in accordance with Rule 8.

D. TERMINATION OF SERVICE FOR NONPAYMENT OF BILLS OR CREDIT DEPOSIT REQUESTS—NONRESIDENTIAL

Monthly bills for nonresidential service and credit deposits are due and payable upon presentation and will be considered past due if payment is not received by PG&E within 15 days after the bill is mailed to the customer. (T)

(D)
 |
 |
 (D)

When a bill or credit deposit request has become past due and the customer has received notice in accordance with Rule 8, PG&E may terminate any and all services the customer is receiving unless an exception described in Sections D.1 through D.3, below, applies.

1. INABILITY TO PAY—NONRESIDENTIAL

PG&E may, at its sole option, extend payment arrangements to a nonresidential customer who alleges an inability to pay.

It is the customer's responsibility to contact PG&E to request payment arrangements. If payment arrangements are made, such payment arrangements may be by Amortization Agreement, as described in Section D.1.a., below, or by Extension Agreement, as described in Section D.1.b., below.

When the customer and PG&E have agreed upon payment arrangements, PG&E will not terminate service as long as the customer complies with the arrangements. However, if the customer fails to comply, PG&E may terminate any and all services the customer is receiving after notice is given in accordance with Section D.1.a. and Section D.1.b., below.

(Continued)



ELECTRIC RULE NO. 11
DISCONTINUANCE AND RESTORATION OF SERVICE

Sheet 7

D. TERMINATION OF SERVICE FOR NONPAYMENT OF BILLS OR CREDIT DEPOSIT REQUESTS—NONRESIDENTIAL (Cont'd.)

(N)

1. INABILITY TO PAY—NONRESIDENTIAL (Cont'd.)

a. AMORTIZATION AGREEMENT—NONRESIDENTIAL

An Amortization Agreement is a contract between PG&E and the customer by which the customer is allowed to make installment payments of a past due balance while also paying subsequent PG&E bills before these bills become past due.

If the customer fails to comply with the Amortization Agreement, the entire amount owing will become immediately due and payable and service may be terminated. However, service will not be terminated until the customer has received notice, either by telephone or in writing, at least 24 hours prior to termination.

b. EXTENSION AGREEMENT—NONRESIDENTIAL

An Extension Agreement is a contract between PG&E and the customer by which the customer is allowed to make a single payment of a past due balance on or by a specified date while also paying subsequent PG&E bills before they become past due.

When the customer has received a 7-day notice of termination and fails to comply with the Extension Agreement, the notice will remain in effect, and any and all services the customer is receiving may be terminated without further notice.

2. BILLING OR CREDIT DEPOSIT REQUEST DISPUTE—NONRESIDENTIAL

PG&E will not terminate service when a nonresidential customer has initiated a complaint or requested an investigation within five days of receiving a disputed bill or credit deposit request, until the customer has been given an opportunity for review of the dispute by PG&E or the CPUC in accordance with Rule 10. However, the customer must continue to pay subsequent undisputed PG&E bills before these bills become past due or the customer's service will be subject to termination in accordance with this rule and Rule 8.

(N)

(Continued)



ELECTRIC RULE NO. 11
DISCONTINUANCE AND RESTORATION OF SERVICE

Sheet 8

D. TERMINATION OF SERVICE FOR NONPAYMENT OF BILLS OR CREDIT DEPOSIT REQUESTS—NONRESIDENTIAL (Cont'd.) (N)

3. CORRECTED BILL OR DEPOSIT REQUEST—NONRESIDENTIAL

When PG&E has corrected the customer's bill or the requested credit deposit amount, service may not be terminated until the customer has received notices for the corrected amount in accordance with Rule 8.

(N)

E. FAILURE TO ESTABLISH OR REESTABLISH CREDIT (L) (T)

When PG&E provides service to an applicant before credit is established or continues service to a customer pending reestablishment of credit, and the applicant/customer fails to establish or reestablish credit in accordance with Rule 6, any and all services the customer is receiving may be terminated after notice has been given in accordance with Rule 8.

PG&E will not restore the customer's service until the customer has complied with the Rule 6 requirements to establish or reestablish credit.

(L) (T)

F. TERMINATION OF SERVICE FOR NONPAYMENT OF BILLS AT OTHER LOCATIONS (N)

Any and all services the customer is receiving may be terminated for nonpayment of a bill for service previously supplied by PG&E to the same customer at another location after the customer has been given notices of termination in accordance with Rule 8, except that residential service shall not be terminated for nonpayment of a bill for any other class of service. Nonresidential service may be terminated for nonpayment of a bill for any class of service. Service shall not be terminated for nonpayment within 15 days after establishment of service at the new location.

(L) (T)

If the customer is receiving service at more than one location, any or all services may be terminated with proper notice for nonpayment of any bill at any location for PG&E service, except that residential service shall not be terminated for nonpayment of a bill for any other class of service. Nonresidential service may be terminated for nonpayment of a bill for any class of service.

(L) (T)

(Continued)

Advice Letter No: 1436-E
 Decision No.

Issued by
Gordon R. Smith
 Vice President
 and Chief Financial Officer

Date Filed June 1, 1993
 Effective July 12, 1993
 Resolution No. _____



ELECTRIC RULE NO. 11
DISCONTINUANCE AND RESTORATION OF SERVICE

Sheet 9

G. TERMINATION OF SERVICE—RETURNED CHECKS

(N)

When the customer has received notice of termination in accordance with Rule 8 and a check tendered in payment of the past due bill or credit deposit request for residential or nonresidential service is returned unpaid, PG&E may terminate service in accordance with Sections 1 and 2 below:

1. RESIDENTIAL

When the customer has received a 15-day notice of termination, the notice will remain in effect, and collection action will continue. When the customer has received a 48-hour notice of termination, the notice will remain in effect, and service may be terminated without further notice.

2. NONRESIDENTIAL

When the customer has received a 7-day notice of termination, the notice will remain in effect, and service may be terminated without further notice.

(N)

H. UNSAFE APPARATUS OR CONDITION

1. PG&E may deny or terminate service to the customer immediately and without notice when:

(L) (T)

- a. PG&E determines that the premises wiring, or other electrical equipment, or the use of either, is unsafe, or endangers PG&E's service facilities; or
- b. The customer threatens to create a hazardous condition; or
- c. Any governmental agency, authorized to enforce laws, ordinances or regulations involving electric facilities and/or the use of electricity, notifies PG&E in writing that the customer's facilities and/or use of electricity is unsafe or not in compliance with applicable laws, ordinances, or regulations.

(L) (T)

(D)

(Continued)



ELECTRIC RULE NO. 11
DISCONTINUANCE AND RESTORATION OF SERVICE

Sheet 10

- | | | |
|---|-----|-------------------|
| H. UNSAFE APPARATUS OR CONDITION (Cont'd.) | (T) | (L) |
| 2. When relocation or replacement of electric service by PG&E is necessary, the service, including the metering facilities, will be installed in locations mutually acceptable to PG&E and the customer and which conform to current applicable codes, regulations and standards. If no such mutually acceptable location can be agreed upon, PG&E shall discontinue service until the customer and PG&E reach agreement. | | |
| | (T) | (L) |
| 3. SERVICE RESTORATION | | (T) |
| a. When the customer's service has been terminated either because of a determination by PG&E that an unsafe apparatus or condition exists on the premises, or because the customer has threatened to create a hazardous condition, service will not be restored until PG&E determines the customer's electrical wiring or equipment or the use of either, has been made safe. When service is denied or terminated solely under these sections, the customer may seek remedies before the CPUC. | | (T)
(N) |
| b. When the customer's service has been terminated because of an order of termination issued to PG&E by a governmental agency, service will not be restored until PG&E has received authorization to restore the service from the appropriate governmental agency. It is the customer's responsibility to resolve the matter with the governmental agency. | | (N) |
| 4. PG&E does not assume the responsibility of inspecting or repairing the customer's facilities, appliances or other equipment for receiving or using service, or any part thereof. In the event the customer has knowledge that the service is in any way defective, it is the customer's responsibility to notify PG&E at once. PG&E shall not be liable or responsible for any plumbing, appliances, facilities, or apparatus beyond the point of delivery which it does not own or maintain in accordance with these rules. | (L) | (T)
(T)
(L) |

(Continued)

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 Decision No.

Issued by
Gordon R. Smith
 Vice President
 and Chief Financial Officer

Date Filed	June 1, 1993
Effective	July 12, 1993
Resolution No.	



ELECTRIC RULE NO. 11
DISCONTINUANCE AND RESTORATION OF SERVICE

Sheet 11

- | | | | |
|----|--|-----|-----|
| I. | SERVICE DETRIMENTAL TO OTHER CUSTOMERS | (L) | (T) |
| | PG&E will not supply service to a customer operating equipment which is considered by PG&E to be detrimental to either the service of other PG&E customers or to PG&E. PG&E will terminate service and refuse to restore service to any customer who continues to operate such equipment after receiving notification from PG&E to cease. | | (T) |
| | | (L) | (T) |
| J. | UNAUTHORIZED USE | (L) | (T) |
| | 1. PG&E may terminate service without notice for unauthorized use of service as defined in Rule 17.2. When the customer's service has been terminated under this section, PG&E may refuse to restore service until: | | (N) |
| | a. the unauthorized use has ceased, and | | |
| | b. PG&E has received full compensation for all charges authorized in Rule 17.2. | | (N) |
| | 2. PG&E may terminate and refuse to restore service if the acts of the customer or conditions on the premises indicate an intent to deny PG&E full compensation for services rendered, including, but not limited to, any act which may result in a denial of service under Rule 3. PG&E shall provide the customer with the reasons for such termination and/or refusal to restore service. When the customer's service has been terminated under this section, PG&E may refuse to restore service until: | (L) | (T) |
| | a. the acts and/or the conditions described above have ceased or have been corrected to PG&E's satisfaction, and | | (N) |
| | b. PG&E has received full compensation for all charges resulting from the customer's acts or the conditions on the premises. | (L) | (N) |

(Continued)

Advice Letter No: 1436-E
 Decision No.

Issued by
Gordon R. Smith
 Vice President
 and Chief Financial Officer

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 Resolution No. _____



ELECTRIC RULE NO. 11
DISCONTINUANCE AND RESTORATION OF SERVICE

Sheet 12

K. NONCOMPLIANCE WITH PG&E'S TARIFFS

Unless otherwise specifically provided, PG&E may terminate gas and electric service to a customer for noncompliance with any of PG&E's tariffs if the customer fails to comply within five days after the presentation of written notification. The customer shall comply with PG&E's tariffs before service will be restored.

L. REVOCATION OF PERMISSION TO USE PROPERTY

If PG&E's service facilities and/or a customer's wiring to the meter are installed on property other than the customer's property and the owner of such property revokes permission to use it, PG&E will have the right to terminate service upon the date of such revocation. If service is terminated under these conditions, the customer may have service restored under the provisions of PG&E's line and service extension rules.

M. CHARGES FOR TERMINATION AND/OR RESTORATION OF SERVICE

1. PG&E may require payment of the entire amount due, including the past due amount and current charges, payment of a deposit in accordance with Rule 7, and payment of other charges indicated herein, prior to restoring service to accounts which have been terminated for nonpayment.
 2. Returned check charge – See Rule 9. (T)
 3. Field collection charge – See Rule 9. (T)
- (D)
|
|
(D)

(Continued)



ELECTRIC RULE NO. 11
DISCONTINUANCE AND RESTORATION OF SERVICE

Sheet 13

M. CHARGES FOR TERMINATION AND/OR RESTORATION OF SERVICE (Cont'd.)

4. PG&E may require payment of a reconnection charge of \$24.50 per connection before restoring service that has been terminated for nonpayment of bills, to prevent fraud, or for failure to comply with PG&E's tariffs. If the customer requests that service be restored outside of regular business hours, an additional charge of \$1.50 per connection may be made. For customers receiving the CARE discount, PG&E may require payment of a reconnection charge of \$19.50 per connection before restoring service that has been terminated for nonpayment of bills, to prevent fraud, or for failure to comply with PG&E's tariffs. If the CARE customer requests that service be restored outside of regular business hours, an additional charge of \$1.50 per connection may be made. (T)
5. In addition, PG&E may charge and collect any unusual costs incidental to the termination or restoration of service which have resulted from the customer's action or negligence. (D)

N. VEGETATION MANAGEMENT

PG&E may disconnect service to a customer or property owner who obstructs access to overhead power-line facilities for vegetation management activities, subject to the following conditions:

1. The authority to disconnect service to a customer is limited to situations where there is a breach of the minimum vegetation clearances required for power lines in General Order (GO) 95, Rule 35, Table 1, Cases 13 and 14 under the provisions in effect at the time the breach is discovered.
2. The authority to disconnect service to a customer who obstructs vegetation management activities does not extend to customers that are state and local governments and agencies.
3. The authority to disconnect service to a customer is limited to one meter serving the property owner's primary residence, or if the property owner is a business entity, the entity's primary place of business. This one meter is in addition to disconnecting service, if necessary for public safety, at the location of the vegetation-related fire hazard.

(Continued)

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Issued by
Steven Malnight
 Senior Vice President
 Regulatory Affairs

Date Filed: March 6, 2015
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 Resolution No: _____



ELECTRIC RULE NO. 11
DISCONTINUANCE AND RESTORATION OF SERVICE

Sheet 14

N. VEGETATION MANAGEMENT (Cont'd.)

(N)

4. Prior to disconnecting service, PG&E shall follow the then current procedures and notice requirements applicable to discontinuance of service for non-payment, including the requirements applicable for sensitive customers, customers who are not proficient in English, multifamily accommodations, and other customer groups, except as set forth in section 5 below. To the extent practical, the applicable procedures and notice requirements shall be completed prior to a breach of the minimum vegetation clearances required by GO 95, Rule 35, Table 1, Cases 13 and 14.

(N)

5. For vegetation hazards that pose an immediate threat to public safety, PG&E may disconnect service to the obstructing property owner's residence or primary place of business at any time without prior notice, except when the customer receives service under a medical baseline allowance. If service is disconnected without prior notice, PG&E shall attempt to contact the property owner for five consecutive business days by daily visits to the property owner's residence or primary place of business, in addition to sending a written notice, to inform the property owner why service has been disconnected and how to restore service. If PG&E determines that it is necessary to disconnect service to a medical baseline customer, PG&E shall attempt to notify the customer by telephone prior to the service disconnection.

6. SERVICE RESTORATION

a. When a customer's service has been terminated because access to overhead electric facilities for vegetation management purposes has been obstructed resulting in a breach of the minimum required vegetation clearances or an immediate vegetation hazard, the customer's service will not be restored until appropriate vegetation management has been achieved or the vegetation hazard has been mitigated, and payment for all applicable restoration of service charges as provided in Electric Rule 11, Section M, Charges for Termination and/or Restoration of Service have been received.

(N)

Advice Letter No: 4012-E
 Decision No. 12-01-032

Issued by
Brian K. Cherry
 Vice President
 Regulation and Rates

Date Filed March 12, 2012
 Effective September 13, 2012
 Resolution No. E-4493

EXHIBIT 2



ELECTRIC RULE NO. 16
SERVICE EXTENSIONS

Sheet 1

APPLICABILITY: This rule is applicable to both (1) PG&E Service Facilities* that extend from PG&E's Distribution Line facilities to the Service Delivery Point, and (2) service related equipment required of Applicant on Applicant's Premises to receive electric service.

A. GENERAL

1. DESIGN. PG&E will be responsible for planning, designing, and engineering its Service Extensions using PG&E's standards for design, materials and construction. Applicants may elect to use the Applicant Design Option provisions in Rule 15 to design that portion of the new Service Extension normally designed by PG&E. (T)
2. SERVICE FACILITIES. PG&E's Service Facilities shall consist of (a) primary or secondary underground or overhead service conductors, (b) poles to support overhead service conductors, (c) service transformers, (d) PG&E-owned metering equipment, and (e) other PG&E-owned service related equipment.
3. OWNERSHIP OF FACILITIES. Service Facilities installed under the provisions of this rule shall be owned, operated, and maintained by PG&E if they are (a) located in the street, road or Franchise Area of PG&E, (b) installed by PG&E under section D.2 below on Applicant's Premises for the purpose of the delivery of electric energy to Applicant, or (c) installed by Applicant under the provisions of this rule, and conveyed to PG&E.
4. PRIVATE LINES. PG&E shall not be required to connect Service Facilities to or serve any Applicant from electric facilities that are not owned, operated, and maintained by PG&E.
5. SPECIAL OR ADDED FACILITIES. Any special or added facilities PG&E installs at the request of Applicant, will be installed at Applicant's expense in accordance with Rule 2—Description of Service.
6. TEMPORARY SERVICE FACILITIES. Service Facilities installed for temporary service or for operations of speculative character or questionable permanency shall be made in accordance with the fundamental installation and ownership provisions of this rule, except that all charges and refunds shall be made under the provisions of Rule 13—Temporary Service.

(Continued)

Advice Letter No: 2368-E
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Issued by
Karen A. Tomcala
 Vice President
 Regulatory Relations

Date Filed April 9, 2003
 Effective May 19, 2003
 Resolution No. _____



ELECTRIC RULE NO. 16
SERVICE EXTENSIONS

Sheet 2

A. GENERAL (Cont'd.)

- 7. STREET LIGHTS. Street light services and appurtenant facilities shall be installed in accordance with the service provisions of the applicable street light schedule.
- 8. CONTRACTS. Each Applicant requesting service may be required to execute a written contract(s) prior to PG&E performing its work to establish service. Such contract(s) shall be in the form on file with the California Public Utilities Commission (Commission).
- 9. DISTRIBUTION LINE EXTENSIONS. Whenever PG&E's distribution system is not complete to the point designated by PG&E where the Service Extension is to be connected to PG&E's distribution system, the extension of Distribution Line facilities will be installed in accordance with Rule 15—Distribution Line Extensions. (T)
- 10. RIGHTS-OF-WAY. Rights-of-way or easements maybe required by PG&E to install Service Facilities on Applicant's property to serve only Applicant.
 - a. SERVICE FACILITIES. If the Service Facilities must cross property owned by a third party to serve Applicant, PG&E may, at its option, install such Service Facilities after appropriate rights-of-way or easements, satisfactory to PG&E, are obtained without cost to PG&E; or
 - b. DISTRIBUTION LINE EXTENSIONS. If PG&E's facilities installed on Applicant's property, or third-party property, will be or are designed to serve adjacent property, then PG&E may, at its option, install its facilities under Rule 15, after appropriate rights-of-way or easements, satisfactory to PG&E, are obtained without cost to PG&E. (T)
 - c. CLEARANCES. Any necessary rights-of-way or easements for PG&E's facilities shall have provisions to maintain legal clearances from adjacent structures.

(Continued)

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 Decision No. 97-12-098

Issued by
Thomas E. Bottorff
 Vice President
 Rates Account Services

Date Filed May 11, 1998
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ELECTRIC RULE NO. 16
SERVICE EXTENSIONS

Sheet 3

A. GENERAL (Cont'd.)

11. ACCESS TO APPLICANT'S PREMISES. PG&E shall at all times have the right to enter and leave Applicant's Premises for any purpose connected with the furnishing of electric service (meter reading, inspection, testing, routine repairs, replacement, maintenance, vegetation management, emergency work, etc.) and the exercise of any and all rights secured to it by law, or under PG&E's tariff schedules. These rights include, but are not limited to, (N)
- a. The use of a PG&E-approved locking device, if Applicant desires to prevent unauthorized access to PG&E's facilities;
 - b. Safe and ready access for PG&E personnel free from unrestrained animals;
 - c. Unobstructed ready access for PG&E's vehicles and equipment to install, remove, repair, or maintain its facilities; and
 - d. Removal of any and all of its property installed on Applicant's Premises after the termination of service.
12. SERVICE CONNECTIONS. Only personnel duly authorized by PG&E are allowed to connect or disconnect service conductors to or from PG&E's Distribution Lines, remove PG&E-owned service facilities and equipment, or perform any work upon PG&E-owned existing facilities.

B. METERING FACILITIES

1. GENERAL

- a. METER ALL USAGE. Delivery of all electric power and energy will be metered, unless otherwise provided for by PG&E's tariff schedules or by other applicable laws.
- b. METER LOCATION. All meters and associated metering equipment shall be located at some protected location on Applicant's Premises as approved by PG&E.
- c. Meter ownership—If the customer elects direct access service, see Rule 22 for meter ownership option.

(Continued)

Advice Letter No: 4012-E
 Decision No. 12-01-032

Issued by
Brian K. Cherry
 Vice President
 Regulation and Rates

Date Filed March 12, 2012
 Effective September 13, 2012
 Resolution No. E-4493



**ELECTRIC RULE NO. 16
 SERVICE EXTENSIONS**

Sheet 4

B. METERING FACILITIES (Cont'd.)

2. NUMBER OF METERS. Normally only one meter will be installed for a single-family residence or a single non-residential enterprise on a single Premises, except: (T)
- a. When otherwise required or allowed under PG&E's tariff schedules;
 - b. At the option of and as determined by PG&E, for its operating convenience, consistent with its engineering design; or,
 - c. When required by law or local ordinance;
 - d. When additional services are granted by PG&E.

A single meter is required for each single enterprise operating in one building or group of buildings or other development on a single Premises such as, but not limited to, a commercial business, school campus, industrial manufacturer or recreational vehicle park, unless otherwise approved by PG&E. See Rule 18—Supply to Separate Premises and Submetering of Electric Energy for more information.

3. MULTIPLE OCCUPANCY. In a building with two or more tenants, or where more than one meter is used on the same Premises, the meters normally shall be grouped at one central location, or as otherwise specified by PG&E, and each meter position or socket shall be clearly and permanently marked by Applicant, customer, or owner of the Premises to indicate the particular unit, occupancy, or load supplied by it. (T)
- a. RESIDENTIAL. For revenue billing, electric service shall be individually metered to every residential unit in a residential building or group of buildings or other development with multiple tenants such as, but not limited to, apartment buildings, mobile home parks, etc., except as may be specified in Rule 18 and applicable rate schedules. (T)

(Continued)

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**ELECTRIC RULE NO. 16
 SERVICE EXTENSIONS**

Sheet 5

B. METERING FACILITIES (Cont'd.)

3. MULTIPLE OCCUPANCY (Cont'd.)

- b. **NON-RESIDENTIAL.** For revenue billing electric service shall be individually metered to each tenant in a non-residential building or group of buildings or other development on a single Premises with multiple tenants or enterprises (such as, but not limited to, an office building or shopping center complex). Alternative metering arrangements as determined by PG&E may be allowed only as specified in Rule 18 and applicable rate schedules.

C. SERVICE EXTENSIONS

(T)

- 1. **GENERAL LOCATION.** The location of the Service Extension facilities shall extend:

(T)

- a. **FRANCHISE AREA.** From the point of connection at the Distribution Line to Applicant's nearest property line abutting upon any street, highway, road, or right-of-way, along which it already has, or will install distribution facilities; and,

- b. **PRIVATE PROPERTY.** On private property, along the shortest, most practical and available route (clear of obstructions) as necessary to reach a Service Delivery Point designated by PG&E.

(T)

- 2. **NUMBER OF SERVICE EXTENSIONS.** PG&E will not normally provide more than one Service Extension, including associated facilities, either overhead or underground for any one building or group of buildings, for a single enterprise on a single Premises, except:

(T)

(T)

- a. **TARIFF SCHEDULES.** Where otherwise allowed or required under PG&E's tariff schedules; or,

- b. **PG&E CONVENIENCE.** At the option of and as determined by PG&E, for its operating convenience, consistent with its engineering design for different voltage and phase classification, or when replacing an existing service; or,

(Continued)

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**ELECTRIC RULE NO. 16
 SERVICE EXTENSIONS**

Sheet 6

C. SERVICE LATERAL FACILITIES (Cont'd.)

2. NUMBER OF SERVICE LATERALS (Cont'd.)

- c. ORDINANCE. Where required by ordinance or other applicable law, for such things as fire pumps, fire alarm systems, etc.
- d. OTHER. PG&E may charge for additional services provided under this paragraph, as special or added facilities.

3. UNDERGROUND INSTALLATIONS. Underground Service Extensions will be installed: (T)

a. UNDERGROUND REQUIRED. Underground Service Extensions (1) shall be installed where required to comply with applicable tariff schedules, laws, ordinances, or similar requirements of governmental authorities having jurisdiction, and (2) may be necessary as determined by PG&E where Applicant's load requires a separate transformer installation of 75 kVa or greater. (T)

b. UNDERGROUND OPTIONAL. An underground Service Extension may be installed in an area where it is not otherwise required and when requested by Applicant and agreed upon by PG&E. (T)

4. OVERHEAD INSTALLATIONS. Overhead Service Extensions are permitted except under the circumstances specified in section C.3.a above. (T)

5. UNUSUAL SITE CONDITIONS. In cases where Applicant's building is located a considerable distance from the available Distribution Line or where there is an obstruction or other deterrent obstacle or hazard such as plowed land, ditches, or inaccessible security areas between PG&E's Distribution Line and Applicant's building or facility to be served that would prevent PG&E from prudently installing, owning, and maintaining its Service Facilities, PG&E may at its discretion, waive the normal Service Delivery Point location. In such cases, the Service Delivery Point will be at such other location on Applicant's property as may be mutually agreed upon; or, alternatively, the Service Delivery Point may be located at or near Applicant's property line as close as practical to the available Distribution Line.

(Continued)

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ELECTRIC RULE NO. 16
SERVICE EXTENSIONS

Sheet 7

D. RESPONSIBILITIES FOR NEW SERVICE EXTENSIONS (T)

1. APPLICANT RESPONSIBILITY. In accordance with PG&E's design, specifications, and requirements for the installation of Service Extensions, subject to PG&E's inspection and approval, Applicant is responsible for: (T)

a. SERVICE LATERAL FACILITIES.

1) CLEAR ROUTE. Providing (or paying for) a route on any private property that is clear of obstructions which would inhibit the construction of either underground or overhead Service Extensions. (T)

2) EXCAVATION. All necessary trenching, backfilling, and other digging as required including permit fees.

3) CONDUIT AND SUBSTRUCTURES.

a) Furnishing, installing, owning, and maintaining all Conduits (including pull wires) and Substructures on Applicant's Premises.

b) Installing (or paying for) any Conduits and Substructures in PG&E's Franchise Area (or rights-of-way, if applicable) as necessary to install the Service Extension. (T)

c) Conveying ownership to PG&E upon its acceptance of those Conduits and Substructures not on Applicant's Premises.

4) PROTECTIVE STRUCTURES. Furnishing, installing, owning, and maintaining all necessary Protective Structures as specified by PG&E for PG&E's facilities on Applicant's Premises.

(Continued)

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ELECTRIC RULE NO. 16
SERVICE EXTENSIONS

Sheet 8

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

1. APPLICANT RESPONSIBILITY (Cont'd.)

- b. APPLICANT'S FACILITY DESIGN AND OPERATION. Applicant shall be solely responsible to plan, design, install, own, maintain, and operate facilities and equipment beyond the Service Delivery Point (except for PG&E-owned metering facilities) in order to properly receive and utilize the type of electric service available from PG&E. Refer to Rule 2 for a description, among other things, of: (T)
 - 1) Available service delivery voltages and the technical requirements and conditions to qualify for them,
 - 2) Customer utilization voltages,
 - 3) Load balancing requirements,
 - 4) Requirements for installing electrical protective devices,
 - 5) Loads that may cause service interference to others, and
 - 6) Motor starting limitations.
- c. REQUIRED SERVICE EQUIPMENT. Applicant shall, at its sole liability, risk, and expense, be responsible to furnish, install, own, maintain, inspect, and keep in good and safe condition, all facilities of any kind or character on Applicant's Premises that are not the responsibility of PG&E but are required by PG&E for Applicant to receive service. Such facilities shall include but are not limited to the overhead or underground termination equipment, Conduits, service entrance conductors from the Service Delivery Point to the location of PG&E's metering facilities, connectors, meter sockets, meter and instrument transformer housing, service switches, circuit breakers, fuses, relays, wireways, metered conductors, machinery and apparatus of any kind or character. Detailed information on PG&E's service equipment requirements will be furnished by PG&E.

(Continued)

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**ELECTRIC RULE NO. 16
 SERVICE EXTENSIONS**

Sheet 9

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

(T)

1. APPLICANT RESPONSIBILITY (Cont'd.)

- d. **COORDINATION OF ELECTRICAL PROTECTIVE DEVICES.** When, as determined by PG&E, Applicant's load is of sufficient size as to require coordination of response time characteristics between Applicant's electrical protective devices (circuit breakers, fuses, relays, etc.) and those of PG&E, it shall be Applicant's responsibility to provide such coordination in accordance with Rule 2.
- e. **LIABILITY.** PG&E shall incur no liability whatsoever, for any damage, loss or injury occasioned by:
 - 1) Applicant-owned equipment or Applicant's transmission and delivery of energy; or,
 - 2) The negligence, omission of proper protective devices, want of proper care, or wrongful act of Applicant, or any agents, employees, or licensees of Applicant, on the part of Applicant in installing, maintaining, using, operating, or interfering with any such conductors, lines, machinery, or apparatus.
- f. **FACILITY TAMPERING.** Applicant shall provide a suitable means acceptable to PG&E for placing its seals on meter rings and covers of service enclosures and instrument transformer enclosures which protect unmetered energized conductors installed by Applicant. All PG&E-owned meters and enclosure covers will be sealed only by PG&E's authorized employees and such seals shall be broken only by PG&E's authorized employees. However, in an emergency, PG&E may allow a public authority or other appropriate party to break the seal. Any unauthorized tampering with PG&E-owned seals or connection of Applicant-owned facilities to unmetered conductors at any time is prohibited and is subject to the provisions of Rule 11—Discontinuance and Restoration of Service for unauthorized use.

(Continued)

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ELECTRIC RULE NO. 16
SERVICE EXTENSIONS

Sheet 10

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

(T)

1. APPLICANT RESPONSIBILITY (Cont'd.)

g. TRANSFORMER INSTALLATIONS ON APPLICANT'S PREMISES.

Transformer installations on Applicant's Premises shall be as specified by PG&E and in accordance with the following applicable provisions:

- 1) SPACE FOR TRANSFORMERS. Applicant shall provide space on Applicant's Premises at a location approved by PG&E for a standard transformer installation including any necessary switches, capacitors, and electric protective equipment where required if (a) in an overhead area, PG&E determines that the load to be served is such that a separate transformer installation, or (b) if PG&E determines that the installation of a padmounted or subsurface transformer of any size is required on Applicant's Premises to serve only Applicant.
- 2) PADMOUNTED EQUIPMENT. In PG&E's standard installation, Applicant shall furnish, install, own, and maintain, at its expense, Substructures and any required Protective Structures as specified by PG&E for the proper installation of the transformer, switches, capacitors, etc. as determined by PG&E.
- 3) SINGLE UTILITY-OWNED CUSTOMER SUBSTATION. When PG&E elects for its operating convenience to supply Applicant from a transmission line and install a PG&E-owned substation on Applicant's Premises, Applicant shall furnish, install, own and maintain at its expense the necessary site improvements as specified by PG&E for the proper installation of the transformer. Such improvements shall include but are not limited to a concrete pad or foundation, grounding system, fences and gates, access road, grading, and paving as required, etc. Detailed information on PG&E's requirements for a single customer substation will be furnished by PG&E.

(Continued)

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ELECTRIC RULE NO. 16
SERVICE EXTENSIONS

Sheet 11

D. RESPONSIBILITIES FOR NEW SERVICE EXTENSIONS (Cont'd.) (T)

1. APPLICANT RESPONSIBILITY (Cont'd.)

g. TRANSFORMER INSTALLATIONS ON APPLICANT'S PREMISES (Cont'd.)

- 4) TRANSFORMER ROOM OR VAULT.** Where Applicant requests and PG&E approves the installation of the transformer(s) in a vault or room on Applicant's Premises, rather than PG&E's standard padmounted installation,
- a) The room or vault on Applicant's Premises shall be furnished, installed, owned, and maintained by Applicant and shall meet PG&E's specifications for such things as access, ventilation, drainage, grounding system, etc.
 - b) If space cannot be provided on Applicant's Premises for the installation of a transformer on either a pad or in a room or vault, a vault will be installed at Applicant's expense in the street near the property line. It shall be Applicant's responsibility to install (or pay for) such vault if not restricted by governmental authority having jurisdiction and Applicant shall convey ownership of the vault to PG&E upon its acceptance. The additional facilities shall be treated as special or added facilities under the provisions of Rule 2.
 - c) If PG&E's installed cost for the transformer in the room or vault is more costly than the standard padmounted transformer installation, the additional costs shall be paid by Applicant as special or added facilities.

(Continued)

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ELECTRIC RULE NO. 16
SERVICE EXTENSIONS

Sheet 12

D. RESPONSIBILITIES FOR NEW SERVICE EXTENSIONS (Cont'd.) (T)

1. APPLICANT RESPONSIBILITY (Cont'd.)

g. TRANSFORMER INSTALLATIONS ON APPLICANT'S PREMISES (Cont'd.)

5) TRANSFORMER LIFTING REQUIREMENTS. Where PG&E has installed or agrees to install, transformers at locations where PG&E cannot use its standard transformer lifting equipment and special lifting facilities are required to install or remove the transformers on Applicant's Premises, Applicant shall, at its expense, (a) furnish, install, own, and maintain permanent lifting facilities and be responsible for lifting the transformer to and from its permanent position, or (b) provide (or pay for) portable lifting facilities acceptable to PG&E for installing or removing the transformers. Rights-of-way and space provisions shall be provided by Applicant such that access and required clearances from adjacent structures can be maintained. PG&E may require a separate contract for transformer lifting requirements.

6) OVERHEAD TRANSFORMERS. In remote areas or in areas not zoned for residential or commercial use or for underground services, padmounted transformers are preferred for installation on Applicant's Premises however, where PG&E determines that it is not practical to install a transformer on a pad, in a room or vault, PG&E may furnish a pole-type structure for an installation not exceeding 500 kVA. (T)

h. BUILDING CODE REQUIREMENTS. Any service equipment and other related equipment owned by Applicant, as well as any vault, room, enclosure, or lifting facilities for the installation of transformers shall conform with applicable laws, codes, and ordinances of all governmental authorities having jurisdiction.

(Continued)

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ELECTRIC RULE NO. 16
SERVICE EXTENSIONS

Sheet 13

D. RESPONSIBILITIES FOR NEW SERVICE EXTENSIONS (Cont'd.) (T)

1. APPLICANT RESPONSIBILITY (Cont'd.)

i. REASONABLE CARE. Applicant shall exercise reasonable care to prevent PG&E's Service Extensions, other PG&E facilities, and meters owned by PG&E or others, on the 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 mechanical protection (barrier posts, etc.) as required by PG&E. (T)

2. PG&E RESPONSIBILITY

a. SERVICE, METER, AND TRANSFORMER. PG&E will furnish, install, own, and maintain the following Service Facilities as applicable after Applicant meets all requirements to receive service:

1) UNDERGROUND SERVICE. A set of service conductors to supply permanent service from the Distribution Line source to the Service Delivery Point approved by PG&E. (T)

2) RISER MATERIALS. Any necessary pole riser material for connecting underground services to an overhead Distribution Line.

3) OVERHEAD SERVICE. A set of overhead service conductors and support poles to supply permanent service from a Distribution Line source to a suitable support at the Service Delivery Point approved by PG&E. Such support shall be of a type and located such that service wires may be installed in accordance with good engineering practice and in compliance with all applicable laws, ordinances, rules, and regulations including those governing clearances and points of attachment. (T)

(Continued)

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ELECTRIC RULE NO. 16
SERVICE EXTENSIONS

Sheet 14

D. RESPONSIBILITIES FOR NEW SERVICE EXTENSIONS (Cont'd.) (T)

2. PG&E RESPONSIBILITY (Cont'd.)

a. SERVICE, METER, AND TRANSFORMER (Cont'd.)

4) **METERING.** When the meter is owned by PG&E, PG&E will be responsible for the necessary instrument transformers where required, test facilities, meters, associated metering equipment, and the metering enclosures when PG&E elects to locate metering equipment at a point that is not accessible to Applicant.

5) **TRANSFORMER.** The transformer where required, including any necessary switches, capacitors, electrical protective equipment, etc. When either a padmounted or overhead transformer is installed on Applicant's Premises, the Service Extension shall include the primary conductors from the connection point at the distribution supply line to the transformer and the secondary conductors, if any, from the transformer to the Service Delivery Point. (T)

b. **SPECIAL CONDUIT INSTALLATIONS.** PG&E shall own and maintain service conduits only if: (1) they are located in the same trench with distribution facilities, and (2) when it is necessary to locate Conduits on property other than that owned by Applicant, as determined by PG&E, or as may be required by local authorities. (T)

c. **CABLE-IN-CONDUIT.** In those cases where PG&E elects to install its service conductors using pre-assembled cable-in-conduit (CIC), the conduit portion will be considered a part of the conductor installation provided by PG&E. (T)

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

(Continued)



ELECTRIC RULE NO. 16
SERVICE EXTENSIONS

Sheet 15

D. RESPONSIBILITIES FOR NEW SERVICE EXTENSIONS (Cont'd.) (T)

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 above provided Applicant pays PG&E its estimated installed cost. (T)
- b. APPLICANT-PERFORMED WORK. Applicant may elect to use competitive bidding to install that portion of the new Service Extensions normally installed and owned by PG&E in accordance with the same provisions outlined in Rule 15. (T)

E. ALLOWANCES AND PAYMENTS BY APPLICANT

- 1. RESIDENTIAL ALLOWANCES. The allowance for Distribution Line Extensions, Service Extensions, or a combination thereof, for Permanent Residential Service is determined by PG&E in accordance with the provisions of Rule 15, Section C. The allowance will first be applied to the Service Facilities. Any excess allowance will be applied to the Distribution Line Extension, to which the service is connected in accordance with Rule 15. (D)
(N)
- 2. NON-RESIDENTIAL ALLOWANCES. For non-residential Service Extension Applicants, the value of such items as conductors, service transformers, PG&E-owned metering equipment, (but not including such items as listed in Section D) will be treated in accordance with the allowance and refund provisions of Rule 15. (N)
- 3. SEASONAL, INTERMITTENT, EMERGENCY, AND INSIGNIFICANT LOADS. When Applicant requests service that requires an extension to serve loads that are seasonal or intermittent, the allowance for such loads shall be determined by using the formula in Section C of Rule 15. No allowance will be provided where service is used only for emergency purposes or for Insignificant Loads. (T)
- 4. PAYMENTS. Applicant is responsible to pay PG&E the following non-refundable costs as applicable under this rule and in advance of PG&E commencing its work: (T)
 - a. POLE RISER. PG&E's estimated installed costs of any riser materials on its poles. (T)
 - b. EXCESS SERVICE. PG&E's total estimated installed cost (including appurtenant facilities, such as connectors, service conductor, service transformers, metering equipment, and the conduit portion of CIC cable) in excess of the allowance. (T)

(Continued)

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ELECTRIC RULE NO. 16
SERVICE EXTENSIONS

Sheet 16

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

- 4. **PAYMENTS (Cont'd.)** (T)
 - c. **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.
 - d. **OTHER.** PG&E's total estimated installed cost 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. (N)
(N)

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. (T)
(T)
 - b. **APPLICANT-OWNED.** When PG&E determines that existing Applicant-owned service facilities (installed under a prior rule) require replacement, such replacement or reinforcement shall be accomplished under the provisions for a new Service Extension installation, except that if PG&E determines that any portion of Applicant's existing service conductors can be utilized by PG&E, Applicant will convey any such usable part to PG&E and an appropriate credit by PG&E may be allowed to Applicant. (T)

Applicant will replace or reinforce that portion of the Service Extension which Applicant will continue to own, under the provisions of this rule for new services. (T)

(Continued)

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ELECTRIC RULE NO. 16
SERVICE EXTENSIONS

Sheet 17

F. EXISTING SERVICE FACILITIES (Cont'd.)

2. SERVICE RELOCATION OR REARRANGEMENT

- a. PG&E CONVENIENCE. When, in the judgement of PG&E, the relocation or rearrangement of a service, including PG&E-owned transformers, 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 Sections F.2.b. and F.5.
- 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 shall be performed in accordance with Section D above except that Applicant shall pay PG&E its total estimated costs.

In all instances, PG&E shall abandon or remove its 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 inspecting, operating, maintenance, meter reading, or testing; or (T)
- b. CLEARANCES. A hazardous condition exists or any of the required clearances between the existing Service Facilities and any object becomes impaired under any applicable laws, ordinances, rules, or regulations of PG&E or public authorities, then the following applies:

(Continued)

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ELECTRIC RULE NO. 16
SERVICE EXTENSIONS

Sheet 18

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 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. OVERHEAD TO UNDERGROUND SERVICE CONVERSIONS

a. RULE 20. Where an existing overhead Distribution Line is replaced by an underground distribution system in accordance with Rule 20--Replacement of Overhead With Underground Electric Facilities, new underground services will be installed under Rule 16.

b. APPLICANT'S CONVENIENCE. Where overhead services are replaced by underground services for Applicant's convenience, Applicant shall perform all Excavation, furnish and install all Substructures, and pay PG&E its total estimated installed cost to complete the new service and remove the overhead facilities. (T)

5. 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. (T)

(Continued)

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ELECTRIC RULE NO. 16
SERVICE EXTENSIONS

Sheet 19

F. EXISTING SERVICE FACILITIES (Cont'd.)

- 6. **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 divested 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 rights-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 Applicant, to discontinue service without obligation or liability. The existing owner, Applicant, or customer shall pay to PG&E the total estimated cost of any required relocation or removal of PG&E's facilities. A new electric service will be re-established in accordance with the provisions of Section D above for new service and the provisions of any other applicable PG&E rules.

G. EXCEPTIONAL CASES

When the application of this rule appears impractical or unjust to either party, or ratepayers, PG&E or Applicant may refer the matter to the Commission for a special ruling or for approval of special conditions which may be mutually agreed upon.

(N)

(Continued)

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Steven L. Kline
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 Regulation

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ELECTRIC RULE NO. 16
SERVICE EXTENSIONS

Sheet 20

H. DEFINITIONS FOR RULE 16

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

CONDUIT: Ducts, pipes, or tubes of certain metals, plastics or other materials acceptable to PG&E (including pull wires and concrete encasement where required) for the installation and protection of electric wires and cables.

DISTRIBUTION LINES: PG&E's overhead and underground facilities which are operated at distribution voltages as set forth in PG&E's Rule 2 and which are designed to supply two or more services. (T)

EXCAVATION: All necessary trenching, backfilling, and other digging as required to install Service Extensions including furnishing of any imported backfill material, concrete encasement to protect conduit, and disposal of spoil, as required, surface repair and replacement, landscape repair and replacement. (T)

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: Small operating loads, such as gate openers, valve controls, clocks, timing devices, fire protection equipment, alarm devices, etc.

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

(Continued)

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ELECTRIC RULE NO. 16
SERVICE EXTENSIONS

Sheet 21

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

PREMISES: All of the real property and apparatus employed in a single enterprise on an 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 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), sound barriers, posts, barricades and other structures as required by PG&E.

SEASONAL SERVICE: Electric 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 either Applicant's conductors or other service termination facility designated and approved by PG&E. (T)

SERVICE EXTENSIONS: The overhead and underground primary or secondary facilities (including but not limited to PG&E-owned Service Facilities and Applicant-owned service facilities) extending from the point of connection at the Distribution Line to the Service Delivery Point. When an underground Service Extension is supplied from a PG&E-designated overhead pole, the beginning point of connection to PG&E's Distribution Line shall be where the Service Extension is connected to PG&E's overhead Distribution Line conductors. (T)

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

EXHIBIT 3



ELECTRIC RULE NO. 18
SUPPLY TO SEPARATE PREMISES AND SUBMETERING OF ELECTRIC ENERGY

Sheet 1

A. SEPARATE METERING

Separate premises, even though owned by the same customer, will not be supplied through the same meter, except as may be specifically provided for in the applicable rate schedule.

B. OTHER USES OR PREMISES

A customer shall not furnish or use electricity received from PG&E upon premises, or for purposes, other than those specified in his application for service.

C. FURNISHING AND METERING OF ELECTRICITY

1. RESIDENTIAL SERVICE

PG&E will furnish and meter electricity to each individual residential dwelling unit, except:

- a. Where electricity is furnished under a rate schedule that specifically provides for resale service; or
- b. Where a customer, or his predecessors in interest on the same premises, was a customer on June 13, 1978, receiving electricity through a single meter to an apartment house, mobile home park, or other multifamily accommodation, and the cost of electricity is absorbed in the rental for the individual dwelling unit, there is no separate identifiable charge by such customer to the tenants for electricity, and the rent does not vary with electric consumption; or
- c. Where a customer or his predecessors in interest on the same premises was a customer on December 14, 1981, and submeters and furnishes electricity to residential tenants at the same rates and charges that would be applicable if the user were purchasing such electricity directly from PG&E; or
- d. Where a mobile home park or manufactured housing community developer, owner or operator who installs, owns and operates the electric distribution system within the park, submeters and furnishes electricity to residential tenants in each occupancy, charges the same rates that would be applicable if the user were purchasing such electricity directly from PG&E, unless construction of a new mobilehome park, or manufactured housing community commenced after January 1, 1997. (T)

(Continued)



ELECTRIC RULE NO. 18
 SUPPLY TO SEPARATE PREMISES AND SUBMETERING OF ELECTRIC ENERGY

Sheet 2

C. FURNISHING AND METERING OF ELECTRICITY (Cont'd.)

1. RESIDENTIAL SERVICE (Cont'd.)

- e. Nothing in this section shall prevent PG&E from furnishing separately-metered service to electric equipment used in common by residential tenants or owners.

2. NONRESIDENTIAL SERVICE

PG&E will furnish and meter electricity to each individual nonresidential premises or space, except:

- a. Where electricity is furnished under a rate schedule that specifically provides for resale service; or
- b. Where a customer is receiving electricity through a single meter and the cost of electricity is absorbed in the rental for the individual premises or spaces, there is no separate identifiable charge by such customer to the tenants for electricity, and the rent does not vary with electric consumption; or where all of the following conditions are met:
 - 1) Service is supplied to a high rise building* which is owned or managed by a single entity on a single premises; and (T)
 - 2) Where a master-meter customer installs, owns, and maintains electric submeters on its existing building's distribution system for cost allocation of dynamic pricing and/or conservation incentive purposes the cost of electricity allocated to the commercial building tenants will be billed at the same rate as the master meter billed by PG&E under the CPUC approved rate schedule servicing the master meter. (N)
- c. Where, in the sole opinion of PG&E, it is impractical for PG&E to meter individually each premises or space. In such a case, PG&E will meter those premises or spaces that it is practical to meter, if any.
- d. Where the Commission has authorized PG&E to supply electric service through a single meter and to furnish service to nonresidential tenants on the same basis as in 1.c. above.

* See Rule 1 for definition of High Rise Building. (N)

(Continued)



ELECTRIC RULE NO. 18
 SUPPLY TO SEPARATE PREMISES AND SUBMETERING OF ELECTRIC ENERGY

Sheet 3

C. FURNISHING AND METERING OF ELECTRICITY (Cont'd.)

3. MARINAS AND SMALL CRAFT HARBORS

Notwithstanding any other provision of this rule, PG&E will furnish electrical service to the master-meter customer at a privately or publicly owned marina or small craft harbor. The master-meter customer may submeter individual slips or berths at the marina or harbor but may not submeter any land-based facility or tenant.

If the master-meter customer submeters and furnishes electricity to individual slips or berths, the rates and charges to the user must not exceed those that would apply if the user were purchasing such electricity directly from PG&E.

4. COLD-IRONING LOAD

(N)

Cold-ironing load is defined as the use of shore-supplied electricity for the lights, heating, cooling, machinery, and other needs of an ocean-going vessel while at berth or otherwise electrically connected, as replacement for the vessel's auxiliary internal electric generation.

- a. A master-metered customer may submeter a ship's cold-ironing load aboard an ocean-going vessel at the Port of San Francisco or the Port of Oakland but may not submeter any other load or land-based facility.
- b. If the master-metered customer submeters cold-ironing load to an ocean-going vessel, the rates and charges to the sub-metered user must not exceed those rates and charges the master-metered customer is billed by PG&E for such services.

(N)

5. RECREATIONAL VEHICLE (RV) PARKS

(T)

PG&E will provide electric service to all spaces in an RV park through one meter unless the condition under c. below applies. PG&E will not provide individual metering to each RV space.

(L)

(Continued)



ELECTRIC RULE NO. 18
 SUPPLY TO SEPARATE PREMISES AND SUBMETERING OF ELECTRIC ENERGY

Sheet 4

C. FURNISHING AND METERING OF ELECTRICITY (Cont'd.)

(L)

5. RECREATIONAL VEHICLE (RV) PARKS (Cont'd.)

Under no circumstances shall an RV park owner/operator install submeters and bill the tenants for submetered energy use unless condition a., b., or c. below applies and the provisions of Section D. below are met:

- a. Where the RV park owner/operator installed a submetering system prior to May 15, 1962.
- b. Where the RV park owner/operator rents all of the RV spaces on a prepaid monthly basis to RV units used as permanent residences and qualifies for service under Schedule ESR.
- c. Where a master-metered RV park owner/operator rents RV spaces on a prepaid monthly basis to permanent-residence RV units and on a daily/weekly basis to transient RV units and arranges the electric distribution system in accordance with PG&E's applicable tariffs so that all electricity to the permanent-residence RV spaces is supplied through a separate PG&E meter. In this situation, only the separately metered portion of the RV park where all of the spaces are rented on a prepaid monthly basis to permanent-residence RV units can be submetered and would qualify for service under Schedule ESR.

(L)

Where the master-metered RV park owner/operator does not submeter the electric service to the RV spaces, such energy use shall be absorbed in the tenant's rental charge which cannot vary month to month.

Where the master-metered RV park owner/operator installed submeters prior to May 15, 1962 (see condition a. above), the owner/operator may bill the RV park tenants for such energy use, provided the billings are calculated using the same rate schedules PG&E uses for billing its customers.

Where the master-metered RV park owner/operator submeters the electric service to the permanent-residence RV park spaces under Schedule ESR (see conditions b. and c. above), the owner/operator will bill the prepaid monthly tenants for such energy use using the same rate schedules PG&E uses for billing its residential customers.

(L)

(Continued)



ELECTRIC RULE NO. 18

Sheet 5

SUPPLY TO SEPARATE PREMISES AND SUBMETERING OF ELECTRIC ENERGY

C. FURNISHING AND METERING OF ELECTRICITY (Cont'd.)

(N)

6. ELECTRIC VEHICLES

As provided by Public Utilities Code Section 216(i), a customer who owns, controls, operates or manages a facility that supplies electricity to the public only for use to charge light duty plug-in electric vehicles is not a public utility and therefore may resell electricity without regard to this Rule. Such resale of electricity for electric vehicle charging does not affect the Commission's authority under Public Utilities Code Sections 454, 740.2, or any other applicable statute.

(N)

D. TESTING OF SUBMETERS

As a condition of service for submetering, where electric energy is furnished in accordance with Paragraphs C. 1., C. 2., C. 3, and C. 4. above, customers using submeters as a basis for charges for electricity shall submit to PG&E certification by a meter testing laboratory, satisfactory to PG&E, as to the accuracy of the submeters upon initial installation of such submeters, or for existing submeters upon request of PG&E. As a further condition of service for submetering, the customer shall agree that he will be governed by PG&E's Rule 17, Meter Tests and Adjustment of Bills for Meter Error, with the exception that the word "subcustomer" be substituted for "customer" and the words "Utility's customer" be substituted for "Company." As a further condition of service for submetering, the customer shall agree that PG&E may inspect and examine customer's billing procedures from time to time to determine that such service is made in accordance with this rule or as otherwise may be authorized by the Commission.

E. In the event such energy is furnished or resold otherwise than as provided for above, PG&E may either discontinue service to the customer or, where feasible, furnish electric energy directly to the subcustomer in accordance with PG&E's tariff on file with the Commission.

Advice Letter No: 3912-E-A
 Decision No. E-4419

Issued by
Steven Malnight
 Senior Vice President
 Regulatory Affairs

Date Filed September 17, 2014
 Effective September 17, 2014
 Resolution No. _____

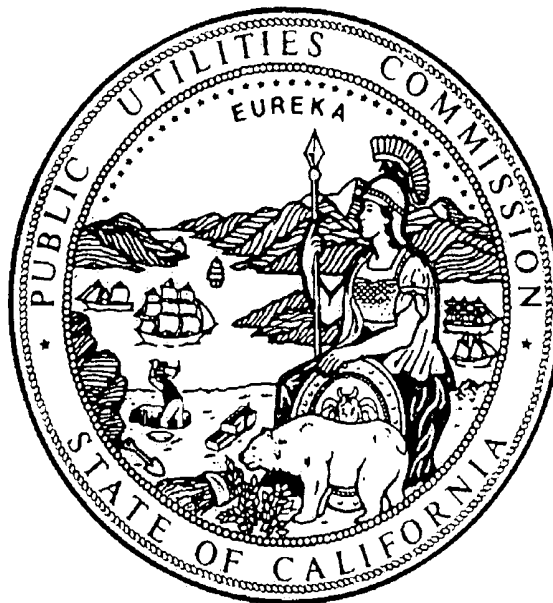
EXHIBIT 4

STATE OF CALIFORNIA

RULES

FOR

Overhead Electric Line Construction



Prescribed by the
PUBLIC UTILITIES COMMISSION

OF THE

STATE OF CALIFORNIA

GENERAL ORDER No. 95

January 2016

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General Order Number 95
Public Utilities Commission of the State of California
Rules for Overhead Electric Line Construction

Adopted December 23, 1941

Effective July 1, 1942

Decision No. 34884, Case No. 4324

Change list— The following is a list of Decisions and Resolutions which authorize statewide general changes to this Order, applicable to all operators of overhead lines.

Decision or Resolution No.	Date Effective	Rules Herein Revised, Deleted or Added
Decision No. 41134	February 1, 1948	36., 37., Table 1, 54.5-B1, 74.4-B1, 77.4-A
Resolution No. E-756	May 29, 1951	49.4-C7a, 54.8-A
Resolution No. E-762	October 2, 1951	54.8-B4a
Resolution No. E-862	September 14, 1954	51.6-A, 52.4-A
Resolution No. E-949	February 11, 1957	54.9-C1, 54.9-C2, 54.9-D
Resolution No. E-1011	February 3, 1959	103.1-A
Resolution No. E-1030	June 8, 1959	56.6-D
Resolution No. E-1068	July 1, 1960	39, Table 2-A
Resolution No. E-1088	May 1, 1961	22.2, 54.6-C, 84.6-B
Resolution No. E-1109	January 2, 1962	22.10, 31.3, 37, Table 1, 54.4-A4, 54.8-B5, 54.10, 56.4-A3, 84.4-A5, 84.8-C5, 86.4-A3, 91.3
Decision No. 66707	February 7, 1964	20.6, 20.8-D, 21.10, 22.0-D, 31.5, 37, Table 1, 38, Table 2, 54.4-C4b, 54.4-C4c, 54.4D-2, 54.4-D6b, 54.4-D6c, 54.6-D, 54.6-E, 54.6-F, 54.7-A, 55.3-D, 58.3-C3, 58.3-D, 91.1, Appendix G, Figs. 87, 88
Decision No. 67820	September 15, 1964	56.9, 86.9
Decision No. 68835	April 26, 1965	48.1, Table 5
Decision No. 69071	June 7, 1965	22.2-C, 54.6-C, 54.6-D, 54.6-E, 54.8-C2, 84.6-D, 84.6-E, 84.8-D2, Appendix G Fig 61.
Decision No. 70489	March 29, 1966	20.7, 32.4-A2, 32.4-C1, 33.1, 33.3-B, 37, Table 1, 51.6-A, 52.4-B2c, 52.4-B2e, 52.4-B3, 54.4-A1, 54.4-A2, 54.4-C4c, 54.4-D2, 54.4-D8b, 54.4-H2, 54.4-I, 54.6-F, 54.7-A4, 54.9-E1, 54.9-E4, 54.4-E, 56.6-A, 56.6-B, 56.6-D, 56.6-E, 58.3-B3e, 58.3-E, 58.4-B-3b, 59.2, 59.3-B, Table 14, 59.3-D, 59.4-A2, 59.4-B1, 59.4-C, 86.4-E, 86.6-A, 86.6-B, 86.6-C, 86.6-D, 86.7-A1, 86.7-A2, 89.2-A, 89.3, 92.1-A, App. G Figs. 6, 9, 20, 21, 22, 33, 43, 45, 46, 47, 52, 87.

Decision No. 71009	July 26, 1966	22.0-E, 22.8, 44.1, Table 4, 48.6, 49.1-A, 54.6-B, 54.6-F.
Decision No. 71094	August 9, 1966	20.7, 32.4-A2, 32.4-C1, 33.1, 33.3-B, 37, Table 1, 51.6-A, 52.4-B2c, 52.4-B2e, 52.4-B3, 54.4-A1, 54.4-A2a, 54.4-A2b, 54.4-C4c, 54.4-D2, 54.4-D8b, 54.4-H2, 54.4-I, 54.6-F, 54.7-A4, 54.9-E1, 54.9-E4, 56.4-E, 56.6-A, 56.6-B, 56.6-D, 56.6-E, 58.3-B3e, 58.3-E, 58.4-B3b, 59.2, 59.3-B, Table 14, 59.3-D, 59.4-A2, 59.4-B1, 59.4-C, 86.4-E, 86.6-A, 86.6-B, 86.6-C, 86.6-D, 86.7-A1, 86.7-A2, 89.2-A, 89.3, 92.1-A, App. G Figs. 6, 9, 20, 21, 22, 33, 43, 45, 46, 47, 52, 87.
Decision No. 72681	July 17, 1967	79.1, 79.2, 79.3, 79.4, 79.5, 79.6
Decision No. 72984	September 18, 1967	12.3, 22.2-B, 37, Table 1, 38, Table 2, 49.4-C7a, 52.7-D, 53.4-A2, 53.4-A3, 53.4-A3a, 54.4-D7b, 54.6-F, 54.7-A2, 54.7-A3b, 54.7-A4, 54.8-B4b, 54.9-E1, 58.3-B7, 58.4-B6, 58.5-D, 92.2
Decision No. 73455	January 6, 1968	16, 20.8, 20.9, 20.10, 21.5, 21.7-D, 22.2-D, 44.1, Table 4, 49.5-D, 54.4-C4b, 54.4-D6b, 54.6-A,, 54.6-C, 54.6-D, 54.6-H, 54.7-A, 54.8-B4a, 54.8-B4b, Table 10, 54.11, 55.3-B, 56.6-D, 84.6-F.
Decision No. 73722	February 14, 1968	56.4-C4, 86.4-C4.
Decision No. 73813	March 30, 1968	20.5-D, 20.8, 21.7-C, 33.1, 37, Table 1, 38, Table 2, 39, Table 2-A, 42, Table 3, 44, 44.1, Table 4, 48.2, 49.1-A, 49.6-B, Table 9, 50, 51.6-A, 54.4-A1, 54.4-C2a, 54.4-C7, Section VI, 100, 103.2, 113.2
Decision No. 74342	July 22, 1968	38, Table 2, 49.3-B, Table 7, 54.4-D6b, 54.6-D6, 54.8-B4b, 54.11-G, app. G Fig. 15.
Decision No. 78516	April 2, 1971	22.2-E.
Decision No. 81871	September 12, 1973	22.2-C.
Decision No. 81872	September 12, 1973	22.2-D, 54.6-E.
Decision No. 82466	February 13, 1974	44, 44.1, Table 4, 48.3-B, 49.1-A, 49.1-C, 49.2-A, 49.2-B.
Resolution No. E-1401	July 16, 1974	58.3-C1c.
Decision No. 83420	September 11, 1974	38, Table 2, 58.3-C3, 59.4-A.
Resolution No. E-1689	June 21, 1977	84.6-E.
Decision No. 87964	October 12, 1977	52.4-E.
Decision No. 89022	June 27, 1978	74.4-E.
Decision No. 89125	August 24, 1978	54.11-H.

Decision No. 91030	November 20, 1979	56.6-A, 56.6-B, 56.6-E, 56.8, Table 13, 86.4-E, 86.6-A, 86.6-B, 86.6-C, 86.6-D, 86.7-A2, 86.8, Table 16, App. G Figs. 45, 46, 47 and 52.
Decision No. 91186	January 8, 1980	22.0-D, 32.3, 37, 54.4-D3, 54.8-D1, 54.10-B1, 54.10-B6, 57.4-H, 74.4-D, 84.4-D4a, 84.8-E1, 87.4-D5, Table 1 Case 10 and revise references (u)6, (oo), (pp), (qq), (rr) and (ss).
Resolution No. E-1863	February 13, 1980	22.2-C, 22.2-D, 54.6-C2, 54.6-E, 84.6-B, 84.6-E.
Resolution No. E-3076	March 9, 1988	15, 20.10-delete, 22.2-F-add, 37, Table 1-add Cases 11 & 12 and references (tt), (uu), (vv), (ww), (xx); 38, Table 2-revise heading above Case 8, add reference (pp) to Cases 8 & 9, revise Case 20, delete reference (dd); 49.2-C2, 49.3-C2, 52.7-C, 52.7-D, 54.4-D7-delete, App. G, Fig. 13 & 14-delete, 54.4-D8, 54.6-E, 54.7-A, 54.8-D1, 54.10-B6, 54.10-F, 54.11, 57.4-H, 83.4-add, 84.4-D4a, 84.6-E, 84.7-E, 84.8-E1, 86.6-C, 87.4-D5, App. G, Figs. 39, 84 and 89-revise, 92.1-B.
Resolution No. SU-5	May 22, 1990	20.6, add 21.4 & 21.5, 22.2-C, 38, 51.6, 51.6-A, 52.4, 52.7-D., 54.4-C1c, 54.4-D1, 54.4-D8, 54.6-C2, 54.6-F, 54.7-A, 54.7-A3, 54.7-B2, 54.11-F, 58.3-B3d, 58.3-B3e, 58.5-D, 59.7-B1, 84.7, 93., delete App. G Figs. 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 61.
Resolution No. SU-6	November 21, 1990	20.3, 20.5, 20.8, 54.4-A4, 54.4-C4c, 54.6-C4, 54.8-B5, 56.4-A3, 56.9, 81.3, 84.4-A6, 84.4-A5, 84.8-C5, 86.4-A3, 84.4-E, 84.4-C1b, 84.4-D1, 84.4-D3, 84.7-A, 84.8-C4, 86.9, 87.4-C3.
Resolution No. SU-10	January 21, 1992	48, 49, Table 4, 52.7-F, 53.4, 54.4-A, 54.4-C4b, 54.4-D6b, 54.8, Table 10, 54.10-D, 54.12, 56.4-A1, 56.4-C2, 56.4-C3, 56.4-C4, 56.4-D, 56.4-F, 56.5, 56.6-A, 56.6-D, 56.7-A, 56.7-B, 56.7-C, 56.8-A, 56.8-C, 57.4-A, 57.4-B2, 57.4-F, 57.4-G, 57.5, 57.7, 59.3-A, 59.3-F, 74.4-E, 77.4-B, 84.8-A, 84.8-B1, 84.8-B2, 84.8-C, 84.8-C1, 84.8-C2, 84.8-C3, 84.8-D1, 92.1-F4.
Resolution No. SU-15	November 6, 1992	20.7, 20.8-G, 21.12, 22.0-F, 22.8, 34, 35, 54.4-C7, 54.4-H1, 54.4-I, Figure 54-24, 54.7-B, 54.8, Table 10, 54.8-G, 59.3-A, 59.3-B, Table 14 deleted, 59.3-D, 59.3-E4, 59.4-A1, 59.4-A2, 59.4-B, 59.4-C, 61.6-A, 61.6-B, 61.7, 83.4, 84.4-D4a, 84.4-E, 84.4-F, 84.8-D, 84.8-E, 84.8-E1, 86, 92.1-F1, Appendix E.

Resolution No. SU-25	January 19, 1994	20.5-A, 20.5-B, 20.10, 20.8-E, 22.2, 23.1, 23.1-A, 23.2, 23.2-A, 33.2, 38, Table 2, 49.1-C, 51.6-A, 51.6-B, 52.4, 52.5, 52.7, 54.4-G, 54.4-H1, 54.6-C, 54.6-D, 54.6-E, 54.6-F, 54.6-G, 54.6-H, 54.6-I, 54.7-A, 54.12-F1, 54.12-F2, 56.4-C, 58.1, 58.2, 58.3, 58.4, 58.5, 58.6, 70, 84.6-B, 84.6-D, 84.6-E, 86.4, 86.4-A1, 91.4, 104, 114 deleted, Appendix E, Appendix G, Figures 57 through 59 deleted
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Decision No. 16-01-046	January 28, 2016	21.0-D, 87.7-B, 94.5-A, 94.6-C, 94.9, 94.11, 94.12.

Preface

The rules and regulations contained in this General Order embody the results of extensive investigations and mature study. By means of development from committee work in which all branches of the electric industry have taken part, these rules reflect long years of experience gained in the construction, operation and maintenance of overhead electric lines of all types. Furthermore, knowledge gained from the application of rules and regulations of this nature has generously contributed to the formulation of the rules contained herein.

On April 22, 1911, the State Legislature passed an act (Chapter 499, Statutes of 1911) which regulated the erection and maintenance of poles, wires, etc., employed in overhead electric line construction. In 1915 the Legislature issued Chapter 600, which amended Chapter 499. The Statutes of 1915 required the Railroad Commission to inspect all work affected by the provisions of the act, and to make such further additions and changes as it might deem necessary for the protection of employees and the general public. The Railroad Commission was charged with the duty of enforcing all provisions of the act and vested with the authority to grant such additional time as was necessary to reconstruct lines in conformity with the Statutes above referred to.

On May 1, 1922, the Railroad Commission, after the many years of administration of the provisions of the State Statutes, issued its General Order No. 64 covering rules and regulations for overhead electric line construction. On December 17, 1928, General Order 64-A was issued applicable to lines constructed or reconstructed on and after that date.

During the period in which General Order 64-A has had its application, the industry has witnessed, as usual, development and manufacture of new materials and apparatus, use of new methods of installation and advancement in the art generally. In the endeavor to keep the overhead line rules abreast of the times, it is the general opinion of all interested parties that revision of the existing Order was necessary in order to reflect in the rules the progress made in the maintenance and construction of overhead lines, and at the same time to bring about the necessary revisions, that practice has shown desirable, for the protection and safety of workmen and the public in general. As such a revision is concerned with a voluminous number of technical matters, including questions of a controversial nature, it was deemed essential that all interested parties be given an opportunity to freely and informally discuss any and all proposed changes. A general committee representing all branches of the electric industry, including representatives of labor and farm interests, was formed, which assisted the Commission's staff in this work. In addition, with respect to those requirements in which there was lack of agreement, all interested parties had the opportunity to present such evidence as desired at public hearings held in this matter.

The work of preparing the revision was under the general direction of Roy A. Wehe, Gas and Electric Engineer and was assigned to Mr. S.S. Bloom, a Senior Engineer of the engineering staff, who was assisted by Messrs. L.R. Knerr and F.E. Emerson of that staff. Special effort has been made to express in clear and concise form the meaning of each provision contained in the rules. It is recognized that the rules are not complete construction specifications, but they do embody minimum requirements which are capable of definite interpretation sufficient to form the basis of working specifications for overhead electric line construction. The illustrations, in Appendix G, of certain requirements are typical and explanatory of some of the minimum requirements set forth in the rules.

The present form of the order is similar to that employed in its predecessor, General Order 64-A, and has been adopted for the reasons that those concerned have become accustomed over a period of years to the form of the latter, and furthermore, it is believed that such form presents the subject matter clearly. The first four sections cover rules of a general nature, which are not repeated in the various succeeding sections and direct references are made to these general requirements throughout the rules. Wherever possible, similar rule numbers in the various sections cover similar subject matters. As an example of this feature of the Order, rules for "Poles, Towers and Structures" in Sections V-Supply Lines, VII — Trolley Lines, VIII — Communications Lines, IX — Joint Pole Lines, X — Line Crossings, XI — Lines Crossing Railroads, are embodied in Rules 51, 71, 81, 91 101 and 111. Also, Rule 54.4-A covers rules for conductor clearances above ground for Supply lines, while Rules 74.4-A and 84.4-A refer to similar clearances for Trolley and Communication lines.

An alphabetical index is included as a ready means of reference; also a general Table of Contents, Table of Section Contents and cross-referenced illustrations, by which various rules may be found.

In conclusion the Commission desires to express its thanks to the men of the industry who have assisted in the formulations of these rules, and who, by their cooperative effort, have cordially supported the Commission and its staff in this work.

Railroad Commission of the State of California

By H.G. Mathewson, Secretary

Dated December 23, 1941,

San Francisco, California

Decision No. 34884
Before the Railroad Commission of the
State of California

In the matter of the investigation on the Commission's own motion into the reasonableness of the rules for overhead electric line construction prescribed by General Order No. 64-A and Supplements 1 and 2 thereto.

Case Number 4324
Decided December 23, 1941

J.J. Deuel, for California Farm Bureau Federation

James G. Marshall, for The Pacific Telephone and Telegraph Company and Southern California Telephone Company

P.W. DuVal, for Pacific Gas and Electric Company, San Joaquin Light and Power Corporation and Midland Counties Public Service Corporation

Randolph Karr, Julian Adams, Frank Karr and E.L.H. Bissinger, for Pacific Electric Railway Company.

E.E. Bennett and L.T. Jackson, for Union Pacific Railroad.

Ernest Irwin, for California Independent Telephone Association.

I.R. Dains, S.L. Foster and Charles Wagner, for Market Street Railway.

Paul Lebenbaum, for Southern Pacific Company, San Diego and Arizona Eastern Railroad, Northwestern Pacific Railroad, Petaluma and Santa Rosa Railroad, Stockton Electric Railway and Visalia Electric Railway Company.

A.C. Putnam, for Nevada-California Electric Corporation.

L.M. Perrin, for Public Utilities Commission of San Francisco, Municipal Railway of San Francisco and Hetch Hetchy Water Supply.

C.E. Fletcher, for Sierra Pacific Power Company, Reno, Nevada.

F.A. Gift, for Western Union Telegraph Company.

G.E. Jenner, for San Diego Gas and Electric Company.

G.C. Larkin and W.E. Row, for Southern California Edison Company, Ltd.

M.O. Bolser and A.L. Williams, for Bureau of Power and Light, Los Angeles.

A.A. Smith, for Postal Telegraph-Cable Company.

M.A. deLew, for Tidewater Associated Oil Company and their Subsidiaries and also for Industrial and Manufacturers of California.

H.F. Neill, for Sacramento Northern Railway.

W.H. Evans, for Sacramento Northern Railway Company and Tidewater Southern Railroad Company and Central California Traction Company

C.W. Carpenter, for Western Pacific Railroad Company.
George E. Kimball, for Industrial Accident Commission of the State of California.
L.B. Yeager, for Los Angeles Railway Corporation.
Donohue, Richards and Hamlin, for Key System and East Bay Transit Company.
C.H. Rohrer, F.W. Bartholomew and J.C. Macdonald, for International Brotherhood of Electrical
Workers and Electrical Workers State Association.
L.H. Anderson, for City of Palo Alto and California Municipal Utilities Association.
A.W. Cartmell, for the City of Pasadena.
G.E. Bishop, for Coast Counties Gas and Electric Company.
James A. Graham, for Department of Electricity, San Francisco.
C.E. Plummer, for Modesto Irrigation District.
Elbert E. Disck, for City of Redding.
C.R. Austin, for California Water and Telephone Company.
Arthur G. James, for City of Palo Alto.
Riley, Commissioner

Opinion

The present investigation, instituted by the Commission upon its own motion, is an inquiry into the reasonableness of the rules governing the construction of overhead electric supply and communication lines, as contained in General Order No. 64-A, effective March 1, 1929, and in two supplements to that General Order which were issued in 1932 and 1934.¹ Revision of the rules appears desirable as many changes have occurred since their adoptions, improvements have been made in the art of constructing lines and in the equipment used; supplemental modifications of the rules have been made and much experience has been gained in their application. At the initial hearing in this matter of June 7, 1938, a General Committee representing the various interested parties was formed to discuss and study the changes to be made in the rules and to assist the members of the Commission's staff in the redrafting. During the succeeding period of three years, members of this General Committee² participated in 32 meetings, in which representatives of all interested parties took part, with the result that all operators of electric supply and communication lines of the various classes were afforded the opportunity of proposing, discussing and aiding in the drafting of new and changed provisions for a revised order. Thereafter, members of the Commission's staff prepared revised rules, in the form of a suggested general order, which were the subject of an extended (four days) meeting of the General Committee. After making some changes, this suggested general order was presented in evidence by members of the Commission's staff, at public hearings held on June 23, 24 and 25, 1941. Some objections and new recommendations were made by interested parties, following which further changes were made and offered in evidence at a public hearing held on September 17, 1941, at which time the matter was submitted for decision.

¹ Statutes 1911, chapter 499, prescribed certain regulations for the erection, use and maintenance of electric poles, wires, cables and appliances. That statute provided that it should take effect six months from the date of its passage, insofar as it related to new work, and allowed five years in which to reconstruct all then existing work and construction so as to comply with its provisions. In 1915 the Commission was empowered to grant extensions of time within which to reconstruct existing lines. (Statutes 1915, chapter 600, L. A. G. & E. Corp., 11 C.R.C.291: Re Compliance Investigation, 22 C.R.C. 651.) The 1915 amendment also empowered the Commission "to make such further additions and changes as said commission may deem necessary for the purpose of safety to employees and the general public."

General Order No. 64 was adopted in 1922 (21 C.R.C. 659). It embodied modifications of earlier General Order No. 26 and contained numerous requirements, including and additive to those contained in the statute. The present General Order No. 64-A was adopted in 1928 (32 C.R.C. 524).

² General Committee:

- S.S. Bloom, Chairman California Railroad Commission
 - L.R. Knerr California Railroad Commission
 - F.A. Gift Western Union Telegraph Company
 - T.J. Fleming California Independent Telephone Assn.
 - D.I. Cone The Pacific Telephone & Telegraph Co. and Southern California Telephone Company
 - S.J. Lisberger Pacific Gas and Electric Company
 - D.D. Smalley San Joaquin Light and Power Corp.* and Midland Counties Public Service Corporation*
 - W.E. Row Southern California Edison Company Ltd
 - A.C. Putnam The Nevada-California Electric Corporation**
 - A.L. Williams Bureau of Power and Light, Los Angeles
 - B.F. DeLanty Municipal Utilities, Pasadena
 - J.J. Deuel California Farm Bureau Federation
 - C.H. Rohrer# International Brotherhood of Electrical Workers & Electrical Workers State Association
 - G.E. Kimball Industrial Accident Commission
 - S.L. Foster Market Street Railway
 - Julian Adams Pacific Electric Railway
 - M.A. deLew Industrials
- *Now Pacific Gas and Electric Company
**Now Southern California Edison Company
#Succeeded by F.W. Bartholomew and J.C. Macdonald

Rules of the character here before the Commission, for modification and revision, find a wide application in public utility operation and service. In these respects, the rules not only provide a standard of safety, both to the workman and to the public, but likewise materially contribute to the standard of service rendered and also afford a means of coordination between different types of lines, such as power and communication.

Under the terms of the new general order, existing facilities, lawfully erected in accordance with earlier general orders, are permitted to be maintained according to the rules effective when such facilities were constructed or reconstructed, except as to certain safety factor requirements specified in Rule 12.2; but any lines constructed or reconstructed after the new general order becomes effective, must comply with the rules therein contained. In other words, the new general order does not require a complete and immediate reconstruction of existing lines installed prior to its effective date. Such an order would be unreasonable to operators and to the public alike. The new order, like its predecessors, is a part of a long-range progressive program designed to eventually bring all lines up to the standards required in new construction. Completion of that program is not economically feasible within a short period and, in fact, the revision of the order at this time clearly indicates that no program may be considered complete and static. There is another phase to the adoption of rules such as these, in that the rules must not only be practical, from a physical point of view, but likewise they must be within reasonable economic limits; otherwise costs to serve and consumer rates may be adversely and unreasonably affected. Having in mind these considerations, Rule 12.3 in the new general order permits prior construction to remain in service and provides as follows:

"12.3 Lines Constructed Prior to This Order

The requirements of this Order, other than the safety factor requirements specified in Rule 12.2, do not apply to lines or portions of lines constructed or reconstructed prior to the effective date of this Order. In all other particulars, such lines or portions of lines shall conform to the requirements of the rules in effect at the time of their construction or reconstruction."

For reasons hereinabove indicated, the Commission is of the opinion that Rule 12.3 of the new general order (there is a similar provision in General Order No. 64-A) is a reasonable and necessary provision and that it would be unreasonable to order wholesale and immediate reconstruction of all existing overhead lines, as is sometimes urged. However, Rule 12.4 provides that if "in its opinion, safety or public interest requires, the Commission may order reconstruction or alteration of existing lines."

The form of the new general order is similar to that of its predecessor, General Order No. 64-A. Sections I to IV, inclusive, are generally applicable to all classes of electric lines, as specified in the detailed provisions thereof. Section V embodies rules for supply lines (including trolley system lines); Section VI for tower lines; Section VII for trolley lines; Section VIII for communication lines; and Section IX provides special rules for all classes of lines on joint poles, while the rules of other sections provide the ordinary rules which apply to the several classes of lines when placed on joint poles. Furthermore, in addition to modifications of rules of General Order No. 64-A, the new rules contain some provisions which have not appeared in any previous orders. Broadly speaking, the changes to be incorporated in the new order will be both more and less restrictive, according to the conditions and situations obtaining. The order instituting investigation states that one of the purposes of the investigation was to consider the procedure to be followed in obtaining authority to deviate from the rules and the conditions under which such authority may be granted. In this respect Rule 15 of the new order provides, in substance, that the Commission will consider applications which contain a full statement of existing conditions, together with the reasons why authority to deviate is requested and is believed to be justifiable. That rule also

provides that, unless otherwise ordered, authority to deviate will be limited to the particular case or the specific type of construction covered by the application.

Three of the larger operators have requested that the new general order not be made effective until six months after promulgation, primarily because of the national defense situation. In view of the war development and the heavy demand being placed upon the utilities, it is my opinion that the request is reasonable and the order will provide an effective date of July 1, 1942. I recommend the following order.

Order

The Commission, on its own motion, having instituted an investigation into the reasonableness of rules governing overhead line construction, said investigation having been submitted following the taking of evidence at public hearings and, based upon the record and upon the findings contained in the foregoing opinion, it is hereby further found that the rules governing overhead line construction contained in the attached General Order No. 95 are reasonable and should be adopted, and

IT IS HEREBY ORDERED that said General Order No. 95, attached hereto, be and it is hereby adopted. Said General Order No. 95 shall supersede General Order No. 64-A, shall apply to all overhead electric supply and communication lines coming within the jurisdiction of this Commission, and shall become effective on July 1, 1942.

The foregoing opinion and order are hereby approved and filed as the opinion and order of the Railroad Commission of the State of California.

Dated, San Francisco, California, December 23, 1941.

C.C. Baker
Ray L. Riley
Justus F. Craemer
Franck R. Havenner
Richard Sachse
Commissioners.

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Section I

General Provisions

Rule 12.1-B

11 Purpose of Rules

The purpose of these rules is to formulate, for the State of California, requirements for overhead line design, construction, and maintenance, the application of which will ensure adequate service and secure safety to persons engaged in the construction, maintenance, operation or use of overhead lines and to the public in general.

Note: Revised January 12, 2012 by Decision No. 1201032

12 Applicability of Rules

These rules apply to all overhead electrical supply and communication facilities that come within the jurisdiction of this Commission, located outside of buildings, including facilities that belong to non-electric utilities, as follows:

12.1 Construction and Reconstruction of Lines

The requirements apply to all such lines and extensions of lines constructed hereafter and shall become applicable also to such lines now existing, or any portion thereof, whenever they are reconstructed.

The reconstruction of an element of a line requires that all elements subordinate to the reconstructed element meet the requirements of these rules. For the purpose of this order reconstruction will be construed to mean that work which in any way changes the identity of the pole, tower or structure on which it is performed excepting:

A. Service Drops

Service drops may be added to existing plant without necessitating changes in the circuit or line from which they originate.

B. Conductors

Conductors or circuits added to crossarms installed prior to March 1, 1929 will not be required to afford greater ground clearance than the ground clearance provided by conductors of the same or higher voltage classification which are already in place on such arms. All other clearances with which such added conductors or circuits are concerned shall be in accord with these rules.

C. Subordinate Element

An element (such as a crossarm or a conductor) added to a pole, tower or structure shall meet all requirements of these rules but does not require any change in like elements already existing except where the added element is related in buck arm construction to an existing arm in which case all construction on the related arms shall meet the requirements of these rules. A crossarm, pole, tower or other structure to which any subordinate element is added shall meet the strength safety factor requirements specified in Rule 44.3.

Note: Last paragraph added September 18, 1967 by Decision No. 72984.

D. Replacement of Poles, Towers or Other Structures

The replacement of poles, towers or other structures is considered to be reconstruction and requires adherence to all strength and clearance requirements of these rules. The clearances of the spans adjacent to the new support need not be changed but the new support shall be such that when the adjacent support is replaced the span between will meet all the provisions of this Order.

12.2 Maintenance of Lines

All lines and portions of lines shall be maintained in such condition as to provide safety factors not less than those specified in Rule 44.3. Lines and portions of lines constructed or reconstructed on or after the effective date of this Order shall be kept in conformity with the requirements of this Order.

The restoration of clearance originally established prior to the effective date of this Order, where the original clearance has been reduced by additional sagging or other causes, is not considered to be reconstruction and the reestablished clearance shall conform to the requirements of the rules in effect at the time the original clearance was established. The changing of clearance for any other purpose is reconstruction and clearances so changed shall comply with the rules of this Order applicable to reconstruction.

12.3 Lines Constructed Prior to This Order

The requirements of this Order, other than the safety factor requirements specified in Rule 12.2, do not apply to lines or portions of lines constructed or reconstructed prior to the effective date of this Order. In all other particulars, such lines or portions of lines shall conform to the requirements of the rules in effect at the time of their construction or reconstruction.

Lines or portions of lines constructed or reconstructed before July 1, 1942, may conform to and be maintained in accordance with the requirements of this Order, instead of the requirements in effect at the time of such construction or reconstruction.

Note: Revised by Decision No. 72984

12.4 Reconstruction or Alteration

If, in its opinion, safety or public interest requires, the Commission may order reconstruction or alteration of existing lines.

12.5 Emergency Installation

During Emergency conditions (e.g. localized storms and natural disasters) the requirements of General Order 95 may be deferred. Emergency installations shall be removed, replaced or relocated as soon as practical.

Note: Added January 13, 2005 by Decision No. 0501030.

12.6 Third Party Nonconformance

When a third party that is not subject to the requirements of this Order causes a condition on or near a utility facility that does not conform with this Order, the utility shall be allowed reasonable time to address the condition by pursuing appropriate corrective action and/or notification procedures. While addressing this condition, the utility is in conformance with the Order.

Note: For purposes of this Rule, "reasonable time" is intended to account for the safety implications associated with the condition, discussions with the third party, engineering and/or construction manpower availability, and utility practices for addressing these types of conditions.

Note: Added January 13, 2005 by Decision No. 0501030

13 Scope of Rules

These rules are not intended as complete construction specifications, but embody only the requirements which are most important from the standpoint of safety and service. Construction shall be according to accepted good practice for the given local conditions in all particulars not specified in the rules.

14 Limiting Conditions Specified

The requirements specified in these rules as to spacing, clearance and strength of construction are limiting conditions expressed as minimum or maximum values as indicated. In cases where two or more requirements establish limiting conditions the most stringent condition shall be met, thus providing compliance with the other applicable conditions.

Greater strength of construction and more ample spacings and clearances than herein specified may be desirable in some cases and may be provided accordingly if other requirements are not violated in so doing.

15 Exemptions or Modifications

15.1 Changes and Special Installations

If, in a particular case or a special type of construction, exemption from or modification of any of the requirements herein is desired, the Commission will consider an application for such exemption or modification when accompanied by a full statement of conditions existing and the reasons why such exemption or modification is asked and is believed to be justifiable. It is to be understood that, unless otherwise ordered, any exemption or modification so granted shall be limited to the particular case or special type of construction covered by the application.

15.2 Experimental Installations

It is the intent of this rule to assist in advancements or changes in the art without mitigation of safety. For this purpose, experimental installations which deviate from one or more of these rules may be made provided: Precautions are taken to secure safety to property and to persons engaged in the construction, maintenance, and operation of overhead systems, and to the public in general; and a full statement of the conditions involved in such experimental installation is filed with the Commission not less than 15 days prior to experimental modification of facilities or construction of any experimental facilities. Where such experimental modification or construction would result in clearances or protection other than provided by these rules, a copy of such statement shall concurrently be mailed to all utilities, local agencies or persons likely to be affected by such installation.

15.3 Notification

For the purpose of keeping these rules up to date and reflecting the latest state of the art, the Commission shall, at appropriate times, advise interested parties of exemptions or modifications granted and notifications received under the provisions of Rules 15.1 and 15.2.

Note: Revised March 9, 1988 by Resolution E-3076

16 Saving Clause

The Commission reserves the right to change any of the provisions of these rules in specific cases when, in the Commission's opinion, public interest would be served by so doing.

Compliance with these rules is not intended to relieve a utility from other statutory requirements not specifically covered by these rules.

Note: Revised January 6, 1968 by Decision No. 73455.

17 Investigation of Accidents

- A.** Each owner or operator of supply lines shall establish procedures for the Investigation of major accidents and failures for the purpose of determining the causes and minimizing the possibility of recurrence. Nothing in this rule is intended to extend, waive, or limit any claim of attorney client privilege and/or attorney work product privilege.

(1) Definition of major accidents and failures:

- (a) Incidents associated with utility facilities which cause property damage estimated at or about the time of the incident to be more than \$50,000.
- (b) Incidents resulting from electrical contact which cause personal injury which require hospitalization overnight, or result in death.

EXCEPTION: Does not apply to motor vehicle caused incidents.

Note: Added January 13, 2005 by Decision No. 0501030.

18 Reporting and Resolution of Safety Hazards Discovered by Utilities

For purposes of this rule, "Safety Hazard" means a condition that poses a significant threat to human life or property.

"Southern California" is defined as the following: Imperial, Los Angeles, Orange, Riverside, Santa Barbara, San Bernardino, San Diego, and Ventura Counties.

"Extreme and Very High Fire Threat Zones" are defined on the Fire and Resource Assessment Program (FRAP) Map prepared by the California Department of Forestry and Fire Protection or the modified FRAP Map prepared by San Diego Gas & Electric Company (SDG&E) and adopted by Decision 12-02-032 in Phase 2 of Rulemaking 08-11-005. All entities subject to Rule 18 shall use the FRAP Map to implement Rule 18, except that SDG&E may use its modified FRAP Map to implement Rule 18.

A Resolution of Safety Hazards and General Order 95 Nonconformances

- (1) (a) Each company (including utilities and CIPs) is responsible for taking appropriate corrective action to remedy Safety Hazards and GO 95 nonconformances posed by its facilities.
- (b) Upon completion of the corrective action, the company's records shall show, with sufficient detail, the nature of the work, the date, and the identity of persons performing the work. These records shall be preserved by the company for at least ten (10) years and shall be made available to Commission staff upon 30 days notice.

- (c) Where a communications company's or an electric utility's actions result in GO nonconformances for another entity, that entity's remedial action will be to transmit a single documented notice of identified nonconformances to the communications company or electric utility for compliance.
- (2) (a) All companies shall establish an auditable maintenance program for their facilities and lines. All companies must include a timeline for corrective actions to be taken following the identification of a Safety Hazard or nonconformances with General Order 95 on the company's facilities. The auditable maintenance program shall prioritize corrective actions consistent with the priority levels set forth below and based on the following factors, as appropriate:
- Safety and reliability as specified in the priority levels below;
 - Type of facility or equipment;
 - Location, including whether the Safety Hazard or nonconformance is located in an Extreme or Very High Fire Threat Zone in Southern California;
 - Accessibility;
 - Climate;
 - Direct or potential impact on operations, customers, electrical company workers, communications workers, and the general public.

There shall be 3 priority levels.

- (i) Level 1:
- Immediate safety and/or reliability risk with high probability for significant impact.
 - Take action immediately, either by fully repairing the condition, or by temporarily repairing and reclassifying the condition to a lower priority.

- (ii) Level 2:
 - Variable (non-immediate high to low) safety and/or reliability risk.
 - Take action to correct within specified time period (fully repair, or by temporarily repairing and reclassifying the condition to a lower priority). Time period for correction to be determined at the time of identification by a qualified company representative, but not to exceed: (1) 12 months for nonconformances that compromise worker safety, (2) 12 months for nonconformances that create a fire risk and are located in an Extreme or Very High Fire Threat Zone in Southern California, and (3) 59 months for all other Level 2 nonconformances.

- (iii) Level 3:
 - Acceptable safety and/or reliability risk.
 - Take action (re-inspect, re-evaluate, or repair) as appropriate.
 -

- (b) Correction times may be extended under reasonable circumstances, such as:
 - Third party refusal
 - Customer issue
 - No access
 - Permits required
 - System emergencies (e.g. fires, severe weather conditions)
 -

- (3) Companies that have existing General Order 165 auditable inspection and maintenance programs that are consistent with the purpose of Rule 18A shall continue to follow their General Order 165 programs.

B. Notification of Safety Hazards

If a company, while performing inspections of its facilities, discovers a safety hazard(s) on or near a communications facility or electric facility involving another company, the inspecting company shall notify the other company and/or facility owner of such safety hazard(s) no later than 10 business days after the discovery. To the extent the inspecting company cannot determine the facility owner/operator, it shall contact the pole owner(s), who shall be responsible for promptly notifying the company owning/operating the facility with the safety hazard(s), normally not to exceed five business days after being notified of the safety hazard. The notification shall be documented and such documentation must be preserved by all parties for at least ten years.

Note: Each pole owner must be able to determine all other pole owners on poles it owns. Each pole owner must be able to determine all authorized entities that attach equipment on its portion of a pole.

Note: Added August 20, 2009 by Decision No. 09-08-029. Revised January 12, 2012 by Decision No. 1201032.

19 Cooperation with Commission Staff; Preservation of Evidence Related to Incidents Applicability of Rules

Each utility shall provide full cooperation to Commission staff in an investigation into any major accident (as defined in Rule 17) or any reportable incident (as defined in CPUC Resolution E-4184), regardless of pending litigation or other investigations, including those which may be related to a Commission staff investigation. Once the scene of the incident has been made safe and service has been restored, each utility shall provide Commission staff upon request immediate access to:

- Any factual or physical evidence under the utility or utility agent's physical control, custody, or possession related to the incident;
- The name and contact information of any known percipient witness;
- Any employee percipient witness under the utility's control;
- The name and contact information of any person or entity that has taken possession of any physical evidence removed from the site of the incident;
- Any and all documents under the utility's control that are related to the incident and are not subject to the attorney-client privilege or attorney work product doctrine.

Any and all documents or evidence collected as part of the utility's own investigation related to the incident shall be preserved for at least five years. The Commission's statutory authorization under Cal. Pub. Util. Code §§ 313, 314, 314.5, 315, 581, 582, 584, 701, 702, 771, 1794, 1795, 8037 and 8056 to obtain information from utilities, which relate to the incidents described above, is delegated to Commission staff.

Note: Added August 20, 2009 by Decision No. 09-08-029

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Section II
Definitions of Terms as Used in the Rules of This Order

Rule 20.4-D

20.0 Antenna means a device for emitting and/or receiving radio frequency signals.

Note: Added August 14, 2007 by Decision No. 0702030.

20.1 Backbone means an auxiliary span support for pull-offs and cross-spans to trolley contact conductors to which it is approximately parallel.

20.2 Bond means an electrical connection from one conductive element to another for the purpose of maintaining a common electric potential.

Note: Added October 9, 1996 by Resolution SU-40.

20.3 Bridge means a structure which is used primarily for foot, vehicular or train traffic as distinguished from those which span certain areas and support signals or wires and which are classed as supporting poles, towers or structures.

20.4 Cable means a stranded conductor (single conductor cable) or a combination of conductors insulated from one another (multiple-conductor cable).

A. Fiber Optic Cable (Communication) means a fiber optic cable meeting the requirements for a communication circuit and located at the communication level.

B. Fiber Optic Cable (Supply) means a fiber optic cable located at the supply level.

C. Dielectric Fiber Optic Cable Facility means a fiber optic cable, support messenger and lashing wire which contains no internal or external components capable of conducting electricity. A Dielectric Fiber Optic Cable Facility does not include pole mounted hardware or splice closures; for example, bolts, fasteners or clamps.

D. Non-dielectric Fiber Optic Cable Facility means a fiber optic cable, support messenger and lashing which contains internal or external components capable of conducting electricity.

- (1) **Electrically Isolated** means the conductive members of a non-dielectric fiber optic cable facility have been conditioned to prevent the transfer of system voltages from one level on a structure to another. For example, from supply to communications or from one supply level to another. The appropriate level of isolation may be achieved through electrical or mechanical methods. Mechanical methods shall be engineered for the voltage and conditions to which the facility is exposed, but not less than a 15" minimum gap, used in conjunction with a non-conductive closure.

Note: Revised November 21, 1990 by Resolution SU-6 and January 13, 2005 by Decision No. 0501030.

20.5 Catenary Construction, applied to trolley systems, means construction wherein auxiliary wire or cable messengers are in alignment with and support trolley contact conductors at one or more (usually many) points throughout the spans.

20.6 Circuit means a conductor or system of conductors located outside of buildings and through which an electric current flows or light is transmitted.

Note: Revised November 21, 1990 by Resolution SU-6.

A. Class C Communication Public and Private Circuits mean circuits used for public or private communication service and are divided as follows:

- (1) Current carrying circuits operating at potentials not exceeding 400 volts to ground or 750 volts between any two points of the circuit and the transmitted power of which does not exceed 150 watts. When operated at less than 150 volts, no limit is placed on the capacity of the system. Any circuit which exceeds the above values used for information transport shall be treated as a supply circuit and must meet the supply requirements for the voltage involved.
- (2) Fiber optic circuits transmitting light for communication purposes (see definition, Rule 20.4).

Note: Information systems including, but not limited to, telephone, railroad-signal, data, clock, fire or police alarms, cable television and other systems conforming with the above are included in this classification.

Note: Revised January 19, 1994 by Resolution SU-25 and September 7, 1995 by Resolution SU-35.

B. Intentionally Left Blank.

Note: Rule deleted January 19, 1994 by Resolution SU-25.

C Railway Signal Circuits mean those supply and communication circuits used primarily for supplying energy for controlling the operation of railway block signals, highway crossing signals, interlocking apparatus and their appurtenances.

- (1) Circuits which operate at less than 400 volts to ground are considered as communication (Class C) circuits and shall be so classified and treated provided that, if the voltage exceeds 150 volts between conductors the power transmitted shall not exceed 150 watts. Where all circuits of a line are owned and operated by one utility, the voltage between conductors carrying in excess of 150 watts may be increased to not more than 250 volts and the signal circuits may be considered as communication (Class C) circuits.
- (2) All railway signal circuits which do not meet the requirements above shall be treated as supply circuits of corresponding voltage.

D. Supply Circuits mean those circuits which are used for transmitting a supply of electrical energy.

- (1) Class E circuits include constant potential alternating or direct current circuits of 300,000 volts or more between any two conductors.
- (2) Class H circuits include the following:

Constant potential alternating current circuits of 5,000 volts or more but less than 300,000 volts between any two conductors.

Constant potential alternating current circuits of 2,900 volts or more but less than 174,000 volts between any conductor and ground.

Constant potential direct current circuits exceeding 750 volts but less than 150,000 volts between any conductor and ground.

Constant current circuits of 7.5 amperes or less supplied from transformers or devices having a normal full-load output voltage of 5,000 volts or more.

Constant current circuits of more than 7.5 amperes supplied from transformers or devices having an open-circuit voltage of 2,900 volts or more.

- (3) Class L circuits include the following:
Constant potential alternating or direct current supply circuits of lower voltage than Class H.

Constant current circuits of 7.5 amperes or less supplied from transformers or devices having a normal full-load output voltage less than 5,000 volts.

Constant current circuits of more than 7.5 amperes supplied from transformers or devices having an open-circuit output voltage less than 2,900 volts.

Note: Revised March 30, 1968 by Decision No. 73813.

E. Class T Circuits mean trolley contact conductors, feeder wires and other conductors metallically connected to such contact conductors, used in electric railway or trolley operation. These Class T circuits are supply circuits, further classified as Class L or Class H depending upon the voltage and nature of current used (See Rule 20.6-D).

20.7 Climbing Space means the space reserved along the surface of a climbable pole or structure to permit ready access for linemen to equipment and conductors located on the pole or structure. Climbing space shall be maintained from the ground level.

Note: Revised February 7, 1964 by Decision No. 66707; and May 22, 1990 by Resolution SU-5.

20.8 Common Neutral Systems mean those electrical supply distribution systems wherein the same specially grounded neutral conductor (see Rule 59.4-B) is utilized as both the neutral conductor of primary circuits of less than 22,500 volts and as the neutral conductor of the secondary circuits of 0 – 750 volts supplied therefrom.

Note: Revised March 29, 1966 by Decision No. 70489, August 9, 1966 by Decision No. 71094 and November 6, 1992 by Resolution SU-15.

20.9 Conductor means a material suitable for: (1) carrying electric current, usually in the form of a wire, cable or bus bar, or (2) transmitting light in the case of fiber optics.

Note: Revised November 21, 1990 by Resolution SU-6.

- A. Bundle Conductor** means a group of conductors of the same phase and polarity.
- B. Lateral Conductor** means a conductor extending in a general horizontal direction and usually at an angle of approximately 90 degrees to the direction of the line conductors.
- C. Line Conductor** means an overhead conductor which extends from the last point of support on one overhead line structure to the first point of support on another overhead line structure.
- D. Open Wire Conductors** mean communication conductors separately supported.
- E. Unprotected Conductors** mean supply conductors, including but not limited to lead wires, not enclosed in a grounded metal pole or not covered by: a "suitable protective covering" (see Rule 22.8), grounded metal conduit, or grounded metal sheath or shield. Provisions for the use of such types of coverings are specified in certain of these rules.

Note: Revised January 19, 1994 by Resolution SU-25.

- F. Vertical Conductor** means a conductor extending in a general vertical direction between conductor levels on an overhead line structure.
- G. Insulated Conductors or Cables**, suitable, mean supply conductors which are surrounded by an insulating material (see Rule 21.6), the dielectric strength of which is sufficient to withstand the maximum difference of potential at normal operating voltages of the circuit without breakdown or puncture. A weather-resistant covering of a supply conductor does not meet the requirements of this rule as to suitable insulation.

Note: Revised November 6, 1992 by Resolution SU-15, January 19, 1994 by Resolution SU-25 and January 13, 2005 by Decision No. 0501030.

H. Trolley Contact Conductor is the contact conductor itself and any energized support wire or messenger when used in catenary construction. (See Rule 20.6-E.)

Note: Added January 13, 2005 by Decision No. 0501030.

21.0 Crossarm or Arm means a horizontal support attached to poles or structures generally at right angles to the conductor supported.

Note: Revised January 6, 1968 by Decision No. 73455.

- A. Combination Arm** means a crossarm supporting supply conductors of 0 - 750 volts and supply conductors of 750 - 7,500 volts.
- B. Related Buck Arm** means a crossarm used to change the direction of all or a part of the conductors on the line arm immediately above or below. A buck arm is generally placed at right angles to the line arm.
- C. Clearance Arm** means a crossarm supporting conductors installed on a pole of another line for the purpose of maintaining the prescribed clearances of this order which, if the other line did not exist, could be maintained without such clearance arm.
- D. Guard Arm** means a crossarm installed on a pole not more than 4 inches directly above and approximately parallel to the messenger, cable or conductors being guarded. Guard arms shall not be used to support conductors, antennas, or other line facilities except as specifically provided in these rules (see Rules 84.8-B2c and 87.7-B).

Note: Revised January 13, 2005 by Decision No. 0501030 and January 28, 2016 by Decision No. 16-01-046.

21.1 Crossing Span (spans in crossing) means cables, conductors, messengers, span wires, or guys that cross other cables, conductors, messengers, span wires, or guys that are not supported on the same poles or structures.

Note: Rule 20.10 added January 6, 1968 by Decision No. 73455 and deleted March 9, 1988 by Resolution E-3076. Added January 19, 1994 by Resolution SU-25.

21.2 Districts mean areas as defined in the following:

-
- A. **Urban Districts** mean thickly settled areas (whether in cities or suburbs) or where congested traffic often occurs. Highways on which traffic is often very heavy or locations such as picnic grounds, summer resorts, etc., where people congregate seasonally, are considered as urban.
 - B. **Rural Districts** mean all areas not urban, usually in the country but in some cases within city limits.
 - C. **Loading Districts** mean those areas in which the specified loadings of Rule 43 apply and are known as "Heavy" and "Light" loading districts.

21.3 Ground Connection means the equipment used in establishing a conducting path between an electric circuit or equipment and earth. A ground connection consists of a ground conductor, a ground electrode and the earth (soil, rock, etc.) which surrounds the electrode.

21.4 Grounded means connected to earth by a ground connection or by an unintentional conducting path.

- A. **Effectively Grounded** means grounded through a ground connection of sufficiently low impedance (inherently and/or intentionally obtained) that fault grounds which may occur cannot build up voltages dangerous to connected equipment.
 - (1) If an impedance of less than 25 ohms is not obtained, the equivalent of a ground conductor not less than No. 6 AWG copper connected to two corrosion resisting rods, not less than 1/2 inch in diameter and 8 feet in length and continuous throughout, driven to a minimum depth of 8 feet in the earth at not less than 6 foot centers, will be considered an effective ground for the purpose of these rules.
 - (2) Where a common neutral system is installed, the grounding provisions for such systems, as covered in Rule 59.4, shall apply.
- B. **Permanently Grounded** refers to time, and means grounded while the equipment concerned is in place under the conditions specified in the rules.

- C. **Securely Grounded** means connected to earth through a metal surface in good contact with the earth (soil, rock, etc.) such as the contact of anchor rods or metal poles set directly in the ground. Metal poles set in concrete are considered as grounded but will not be considered as securely grounded.

21.5 Guy means a tension member (a solid wire or stranded wires) used to withstand an otherwise unbalanced force on a pole, crossarm or other overhead line structure (see Rule 22.3 for definition of messenger).

- A. **Overhead Guy** means a guy extending from a pole, crossarm or structure to a pole, crossarm, structure or tree and is sometimes called a span guy.
- B. **Anchor Guy** means a guy which has its lower anchorage in the earth and is sometimes called a sidewalk, truss or ground guy.
- C. **Exposed Guy** means a guy of which any part is less than 8 feet horizontally from the vertical plane of any supply conductor of more than 250 volts (see Figure 56-4, and Appendix G, Figure 44).
- D. **Guy in Proximity** means a guy of which any part is both within a vertical distance of less than 8 feet from the level of supply conductors and a radial distance of less than 6 feet from the surface of a wood pole or structure (see Figures 56-3, 56-4, 56-5, 56-6, and Appendix G, Figure 45).

21.6 Insulated means separated from other conducting surfaces by a dielectric substance, (including air-space) offering a high resistance to the passage of current. Air space when used as insulation shall be maintained by permanently forming the conductor or by adding additional mechanical means (e.g. spreader bar). When an object is said to be insulated, it is understood to be insulated in a suitable manner for the condition to which it is normally subjected.

Note: Added May 22, 1990 by Resolution No. SU-5. Revised January 13, 2005 by Decision No. 0501030.

21.7 Isolated means not readily accessible to persons unless special means for access are used.

Note: Added May 22, 1990 by Resolution No. SU-5.

21.8 Joint Use of Poles or Poles Jointly Used means occupancy of poles or structures by circuits of different ownership or by two or more of the following classes of circuits of the same ownership:

- Communications circuits for public use
- Railway or trolley circuits
- Supply circuits other than trolley circuits

21.9 Lead Wires mean those conductors which are sometimes termed "jumpers", "bridle wires", "transposition wires", or "taps", and which are used on an overhead line structure for connecting the line conductors to equipment and apparatus or other line conductors on the same overhead line structure.

Note: Revised January 6, 1968 by Decision No. 73455.

22.0 Lightning Arresters, Set of, means lightning arresters (one or more) at one location connected to the various conductors of a single circuit.

22.1 Lines mean those conductors together with their supporting poles or structures and appurtenances which are located outside of buildings.

A. Conflicting Lines (lines in conflict or conflicts) mean lines so situated with respect to each other (except at crossings) that the overturning of one line will result in contact of its poles or conductors with the poles or conductors of the second line, assuming no conductors are broken in either line; except that lines on opposite sides of a thoroughfare are not considered as conflicting if separated by a distance not less than 60 percent of the height of the higher pole line above the ground line and in no case less than 20 feet (see Appendix G, Figure1).

B. Colinear Lines mean conflicting lines so situated that one line is wholly or partly over the other line, often called "overbuild".

Conflicting lines not "overbuilds" but separated a horizontal distance of less than the required pin spacing of the highest voltage circuit involved.

Conflicting lines not "overbuilds" but separated a horizontal distance of less than one foot, regardless of pin spacing (see Appendix G, Figs 2 and 3).

Note: For the purpose of measurement, the horizontal distance between the conflicting lines shall be that distance measured horizontally between vertical planes passing through the adjacent extremities of the conflicting lines.

- C. Tower Lines (Class E, H, L and T)** mean supply lines, with supporting metal structures having an outside dimension of more than 4 feet measured either along or across the line in a horizontal plane at the ground level. Metal supporting structures, such as "A" frames or "H" structures, having a dimension from outside of one support to outside of another support greater than 4 feet at the ground level will be classified as towers.

Guyed V-type or Y-type metal structures will be classified as towers.

Note: Metal structures having maximum outside dimensions of 4 feet or less, measured along and across the line of a horizontal plane at the ground level, will be classified as poles under supply lines.

Note: Revised March 30, 1968 by Decision No. 73813.

- D. Overhead Line Structures** are the poles, towers, or structures located outside of buildings and which support circuits and their related conductors and equipment.

Note: Added January 6, 1968 by Decision No. 73455.

22.2 Maintenance means the work done on any line or any element of any line for the purpose of extending its life (excepting the replacement of the supporting poles or structures) and includes the replacement, for any reason, of crossarms, pins, insulators, wires, cables, messengers, etc., but does not contemplate the addition of elements (excepting pole stubs and guy wires) which will change the identity of the structure (see Rule 12.2).

22.3 Messenger means stranded wires in a group and which generally is not a part of the conducting system, its primary function being to support wires or cables of the conducting system; sometimes called "suspension strand".

22.4 Non-Walkable means those surfaces not normally intended to support humans, such as but not limited to: handrails, fences, walls, parapet walls, chimneys, cornices, decorative appendages or other light weight material used for patio covers.

Note: Revised November 6, 1992 by Resolution SU-15.

22.5 Partial Underground Distribution means a supply system of overhead primary conductors supported in vertical configuration, without crossarms, on non-climbable, non-joint poles, and with underground secondary distribution facilities (see Figure 54-2).

Note: Added February 7, 1964 by Decision No. 66707.

22.6 Pole

- A. Pole Top Extension** means a bracket or structure (exclusive of a poletop pin) attached to a pole and extending above its top to support conductors.
- B. Spliced Pole** means a wood pole comprised of two or more sections spliced end to end by means of a lap, scarf or butt joint with suitable and adequate lashing or other fastenings, the sections of pole being usually coaxial.
- C. Pole Reinforcement**
- (1) **Pole Stubbing** means a wood pole attached by suitable and adequate fastenings to a stub (usually a short length of wood pole, timber, steel, or other suitable material) set in the ground, such stub being intended to provide the support originally afforded by the pole butt.
- (2) **Pole Restoration Techniques** means the application of suitable material(s) on a pole to restore its structural strength or integrity. Restoration may take place at any point on the length of a pole.

Note: Revised January 13, 2005 by Decision No. 0501030.

- D. Non-Climbable Pole** means a nonwood pole of smooth exterior surface (not latticed) that is not equipped with pole steps or other provisions for climbing, and upon which work is performed only from aerial lifts.

Note: Added February 7, 1964 by Decision No. 66707 and revised January 8, 1980 by Decision No. 91186.

- E. Service and Meter Pole** means a pole, or a pole type structure that supports only service drops, associated overhead conductors, vertical runs, ground wires, meters and equipment used for electrical service. A service drop mast or other support securely attached to a building is not considered to be a service and meter pole.

Note: Added July 26, 1966 by Decision No. 71009.

F. Service/Clearance Pole means a pole, required only to maintain above-ground clearances for service drops or to maintain service drop span limitations. Permissible attachments are limited to 0 - 750 volt conductors, supply service drops, associated risers and runs, communication facilities, lighting and its associated equipment, and guys.

Note: Added November 6, 1992 by Resolution SU-15.

22.7 Practicable means capable of being accomplished by reasonably available and economic means.

22.8 Protective Covering, Suitable, means a covering of wood or other non-conductive material having the electrical insulating efficiency (12kV/in.dry) and impact strength (20ft.-lbs) of 1.5 inches of redwood or other material meeting the requirements of Rule 22.8-A, 22.8-B, 22.8-C, or 22.8-D.

A. Ground Wire, Bond Wire, and Communication Conductor shall be covered by a minimum of:

- (1) **Hardwood Moulding** (of Oak or Rock Elm) three-eighths inch in thickness, or Douglas Fir moulding one-half inch in thickness, or any of these woods having a cross-section as shown in Figure 81 of Appendix G.
- (2) **Flexible and Rigid Conduit, and Rigid U-Shaped Moulding** of plastic or other material, as tested according to National Electrical Manufacturers Association (NEMA) Standards TC 2-1998 (for Plastic Conduit) and TC 19-2001 (for Plastic U-Shaped Moulding), shall:
 - (a) Have a normal temperature minimum impact strength equal to one-half inch nominal EPC-40-PVC conduit (50 ft.-lbs) using the test method specified in NEMA TC 2-1998, and a low temperature minimum impact strength equal to 12.5ft.-lbs using the test method specified in TC 19-2001; and
 - (b) Have a minimum insulating efficiency of 12 kV/in. dry; and
 - (c) Meet the minimum sunlight resistance of 100,000 Langleys, or equivalent laboratory ultra violet test, of TC 19-2001.

(d) On wood poles and structures, they shall be installed only outside the climbing space unless installed in accordance with Rule 54.6-C (for lateral conductors).

(3) **Plastic or Other Non-Conductive Material** meeting the requirements of 22.8-A(2).

Note: Reference to Douglas Fir added September 18, 1967 by Decision No. 72984. Revised January 13, 2005 by Decision No. 0501030.

B. Supply Conductor shall be covered by a minimum of:

(1) **Rigid Conduit or Rigid U-shaped Moulding** made of plastic or other material, as tested according to the National Electrical Manufacturers Association (NEMA) Standards – TC 2-1998 (for Plastic Conduit) and TC 19-2001 (for Plastic U-Shaped Moulding) shall:

(a) Have a normal temperature minimum impact strength equal to one-half inch nominal EPC-80-PVC conduit (93.75 ft.-lbs) using the test method specified in TC 2-1998, and a low temperature minimum impact strength equal to 23ft.-lbs using the test method specified in TC 19-2001; and

(b) Have a minimum insulating efficiency of 12kV/in. dry; and

(c) Meet the minimum sunlight resistance of 100,000 Langleys, or equivalent laboratory ultra violet test, of TC 19-2001.

(d) On wood poles and structures, they shall be installed only outside the climbing space unless installed in accordance with Rule 54.6C (for lateral conductors).

Note: Original reference to plastic pipe, now plastic conduit – revised June 7, 1965, by Decision No. 69071; September 12, 1973 by Decision No. 81871; February 13, 1980, by Resolution No. E-1863; and May 22, 1990 by Resolution No. SU-5. Reference to rigid U-shaped moulding added January 6, 1968 by Decision No. 73455. Revised September 12, 1973 by Decision No. 81872, February 13, 1980 by Resolution No. E-1863 and January 13, 2005 by Decision No. 0501030.

C. Bolt Covers made of a non-conducting shield or covering having the insulating efficiency and mechanical strength of one-half inch EPC-40-PVC conduit (see Rule 22.8-A2).

Note: Added March 9, 1988 by Resolution E-3076.

- D. Insulated Flexible Conduit** may be used to cover conductors or cables of 0 - 750 volts for the purpose of entering pole mounted apparatus. The insulated flexible conduit shall have a minimum insulating efficiency and mechanical strength of one-half inch EPC-80-PVC conduit (see Rule 22.8-B).

Note: Entire Rule 22.2 revised January 19, 1994 by Resolution SU-25.

22.9 Railways are classified as Minor, Major or Street, as in the following definitions:

A. Minor Railway means:

Spur tracks less than 2000 feet in length and not exceeding 2 tracks in the same crossing span.

Branches on which no regular service is maintained or which are not operated during part of the year.

Tracks used only temporarily for a period not exceeding one year.

Tracks not operated as a public utility, such as industrial railways used in logging, mining and like operations.

Tracks other than standard gage.

B. Major Railway means any railway not included above, other than street railways as defined below.

C. Street Railway means a railway by whatsoever power operated for public use in the conveyance of passengers or freight which is mainly located upon, over, above, across, through or along public thoroughfares.

23.0 Reconstruction means that work which in any way changes the identity of the pole, tower or structure on which it is performed. A change in grade of construction or class of circuit is considered reconstruction. For exceptions see Rule 12.1.

Note: Revised January 12, 2012 by Decision No. 1201032

23.1 Risers mean conductors which extend below the ground line and are generally installed on the surfaces of poles.

23.2 Runs mean vertical or lateral conductors supported in coverings or casings on overhead line structures, or certain insulated communication conductors supported along the surfaces of poles or crossarms.

23.3 Sag includes either Normal or Apparent, as defined in the following:

- A. Normal Sag** means the difference in elevation between the highest point of support of a span and the lowest point of the conductor in the span at 60° F. and no wind loading (see App. G, Figure 4).
- B. Apparent Sag** means the maximum departure, measured vertically, of a wire in a given span from a straight line between the two points of support of the span at 60° F. and no wind loading. Where the two supports are at same level, this will be the normal sag (see Appendix G, Figure 5).

23.4 Service Drop means that portion of a circuit located between a pole line and a building, a structure or a service and meter pole.

Note: Revised July 26, 1966 by Decision No. 71009 and November 6, 1992 by Resolution No. SU-15.

23.5 Span Wire means a wire or cable used as an auxiliary support for wires, cables, or other equipment. As applied to trolley construction it means a wire or cable used to support laterally, or which is attached to wires which support laterally, trolley contact conductors and appurtenances in electrical contact therewith, including wires commonly referred to as cross span wires, bracket span wires, pull-offs, trolley strain guys, dead ends, etc.

- A. Lift Span** means a wire, cable or rod used to share the load of span wires or brackets.

23.6 Swimming Pool means that portion of any natural or artificially contained body of water which is 24 inches or more in depth at any point below the highest water level, which is intended for use for swimming, bathing or other similar recreational purposes, and which has a surface area exceeding 100 square feet.

Note: Added January 2, 1962 by Resolution No. E-1109.

23.7 Tension means either Maximum Allowable or Working as defined in the following definitions:

- A. Maximum Allowable Tension** for a supply conductor means one-half the ultimate tensile strength of the conductor.
- B. Maximum Working Tension** is that conductor tension resulting under the construction arrangement with the maximum loading conditions specified in Rule 43.

23.8 Terminal means a position in an electric circuit or device at which an electric connection is normally established or broken. This is the point at which current enters or leaves a conducting element in a circuit. A terminal is normally energized and its associated parts may be energized, non-energized, grounded, or non-grounded.

Note: Added January 19, 1994 by Resolution No. SU-25.

- A. Terminal Fittings** (normally used in conjunction with lead risers) are the terminal equipment used in terminating the conductors of runs and risers (e.g. transition of three conductor lead to three single conductors or terminals, cable to potheads, etc.), and include cable potheads, weather heads, and conduit entrance fittings.

Note: Revised February 7, 1964 by Decision No. 66707; January 6, 1968 by Decision No. 73455, March 30, 1968 by Decision No. 73813 and January 19, 1994 by Resolution SU-25.

23.9 Termination means the end of something or point where it ends, such as where the conductor or underground riser cable ends at the termination apparatus.

- A. Termination Apparatus** (normally used in conjunction with non-lead risers) is the equipment or parts of equipment that is used to terminate riser cables. This equipment can be grounded, non-grounded, energized, or non-energized. This equipment and its associated parts include, but is not limited to, stress cones (heat-shrink, cold-shrink, taped, etc.), potheads, various types of terminals and terminal fittings, and various types of bushings.

Note: Added January 19, 1994, by Resolution SU-25.

24.0 Thoroughfare means any public or private highway, avenue, street, road, alley, or other place generally used for vehicular travel.

- A. Public Thoroughfare** means any way open or intended for general vehicular use. Thoroughfares in private communities of 10 or more residences shall be treated as public thoroughfares.

Note: Revised January 13, 2005 by Decision No. 0501030.

- B. Private Thoroughfare** means any vehicular way intended primarily for the use of the owners, occupants or visitors of the particular premises with which the way is associated.

24.1 Voltage (or Volts) means the highest effective voltage between any two conductors of the circuit concerned except where, in certain rules, the term "voltage (or volts) to ground" is used.

When one circuit is directly connected to another circuit of higher voltage (as in the case of an autotransformer) both are considered as of the higher voltage unless the circuit of the lower voltage is effectively grounded. Direct connection implies electrical connection as distinguished from connection merely through electromagnetic or electrostatic induction.

24.2 Wire Gage means a standard of measurement used for convenient nomenclature of the various sizes of wire.

- A. American Wire Gage (AWG)** otherwise known as Brown and Sharpe (B&S) for copper, aluminum and other conductors.
- B. Birmingham Wire Gage (BWG)** for iron and steel conductors (used principally for telephone and telegraph conductors).
- C. New British Standard (NBS)**, a wire gage for certain copper, bronze or copper-covered steel conductors (a modification of BWG used principally for telephone conductors).

24.3 Working Space means the space, extending laterally from the climbing space, reserved for working below, above and between conductor levels.

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Section III Requirements for All Lines

Rule 31.1

31 Application

The following rules apply to all classes of overhead lines under all conditions.

31.1 Design, Construction and Maintenance

Electrical supply and communication systems shall be designed, constructed, and maintained for their intended use, regard being given to the conditions under which they are to be operated, to enable the furnishing of safe, proper, and adequate service.

For all particulars not specified in these rules, design, construction, and maintenance should be done in accordance with accepted good practice for the given local conditions known at the time by those responsible for the design, construction, or maintenance of communication or supply lines and equipment.

A supply or communications company is in compliance with this rule if it designs, constructs, and maintains a facility in accordance with the particulars specified in General Order 95, except that if an intended use or known local conditions require a higher standard than the particulars specified in General Order 95 to enable the furnishing of safe, proper, and adequate service, the company shall follow the higher standard.

For all particulars not specified in General Order 95, a supply or communications company is in compliance with this rule if it designs, constructs and maintains a facility in accordance with accepted good practice for the intended use and known local conditions.

All work performed on public streets and highways shall be done in such a manner that the operations of other utilities and the convenience of the public will be interfered with as little as possible and no conditions unusually dangerous to workmen, pedestrians or others shall be established at any time.

Note: The standard of accepted good practice should be applied on a case by case basis. For example, the application of "accepted good practice" may be aided by reference to any of the practices, methods, and acts engaged in or approved by a significant portion of the relevant industry, or which may be expected to accomplish the desired result with regard to safety and reliability at a reasonable cost.

Note: Revised January 13, 2005 by Decision No. 0501030 and January 12, 2012 by Decision No. 1201032.

31.2 Inspection of Lines

Lines shall be inspected frequently and thoroughly for the purpose of ensuring that they are in good condition so as to conform with these rules. Lines temporarily out of service shall be inspected and maintained in such condition as not to create a hazard.

A. Communication Lines (See Rule 80.1)

B. Supply Lines shall be inspected in compliance with the requirements of General Order 165.

Note: Revised January 12, 2012 by Decision No. 1201032.

31.3 Avoidance of Conflicts and Crossings

In locating and constructing lines, efforts shall be made to avoid creating any conflicts with other lines. Where it is not reasonably practicable to maintain a sufficient separation of the lines, conflicts may in many cases be avoided by means of joint pole construction.

In the construction of new lines care shall be taken to avoid all unnecessary crossings. Crossing requirements are covered in Sections X and XI.

Supply and communication lines other than lines on jointly used poles, shall not occupy the same side of the road (fence line construction excluded, i.e., where the fence is used as all or part of the supporting structure) unless the consent of existing party or parties is obtained, or where both sides of the road are already occupied by the same class of line.

Class H circuits shall not occupy both sides of thoroughfares except where special permission is obtained from the Public Utilities Commission, unless, prior to such construction the pole-setting line operator shall have filed with the Commission a description of the route and configuration of the lines involved and copies of letters showing mutual consent for such occupancy by all pole using line operators having serving areas or routes in the general vicinity of the length of thoroughfare concerned.

Note: Revised January 2, 1962 by Resolution No. E-1109.

31.4 Cooperation to Avoid Conflicts

Any party contemplating construction or reconstruction which would create a conflict with a line of another classification shall notify the party or parties owning or operating the other line, in advance of such construction, giving full information as to the location and character of the proposed construction, and the parties concerned shall cooperate with a view of avoiding or, if this is impracticable, of minimizing the hazard.

31.5 Joint Use of Poles

Joint use of poles shall be given consideration by all interested parties where construction or reconstruction is involved and where used it shall be subject to the appropriate grade of construction as specified in Section IV. Nothing herein shall be construed as requiring joint use of the same poles, or as granting authority for the use of any poles without the owner's consent (see Rule 32.2 and Section IX).

Each party should definitely designate its space requirements on joint poles, which space shall not be occupied without consent, by equipment of any other party.

Non-climbable poles in partial underground distribution systems (see Rules 22.6-D and 22.5) shall not be jointly used.

Note: Revised February 7, 1964 by Decision No. 66707.

31.6 Abandoned Lines

Lines or portions of lines permanently abandoned shall be removed by their owners so that such lines shall not become a public nuisance or a hazard to life or property. For the purposes of this rule, lines that are permanently abandoned shall be defined as those lines that are determined by their owner to have no foreseeable future use.

Note: Revised January 13, 2005 by Decision No. 0501030.

32 General Arrangements of Lines

32.1 Two or More Systems

Where two or more systems are concerned in any clearance, that owner or operator who last in point of time constructs or erects facilities, shall establish the clearance required in these rules from other facilities which have been erected previously. Relative to the clearance which it bears to older lines in the vicinity, each succeeding line erected should be constructed with a view to the requirements of such older lines when they are reconstructed to the standards which current rules have specified. Subsequent entrants into an area shall recognize the provisions for future development made by all prior entrants into the field as indicated by their installed facilities.

32.2 Relative Levels

Where supply and communication circuits or supply circuits of different voltage classifications are involved in crossings, conflicts or joint use, the higher voltage circuit shall in general be carried at the higher level. This arrangement is not feasible in all cases, for example where trolley circuits are involved or where poles are jointly occupied.



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Pacific Gas and Electric Company and
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13 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **IN AND FOR THE COUNTY OF ALAMEDA**

15 In re GHOST SHIP FIRE LITIGATION

16 _____

17 This Document Relates to:
18 ALL ACTIONS

19 _____
20 _____
21 _____
22 _____

Lead Case No. RG16843631
~~RES # 1808655/1868657~~
**[PROPOSED] ORDER SUSTAINING
DEMURRERS OF DEFENDANTS
PACIFIC GAS AND ELECTRIC
COMPANY AND PG&E
CORPORATION TO PLAINTIFFS'
MASTER COMPLAINT**

Judge: Hon. Brad Seligman
Hearing: September 12, 2017
Time: 3:00 p.m.
Department: 30

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The demurrers of defendants Pacific Gas and Electric Company and PG&E Corporation (collectively "PG&E") to the Second, Third, Sixth, Seventh, Eighth, Ninth, and Tenth Causes of Action in plaintiffs' Master Complaint came on for hearing in the above-referenced department on September 12, 2017, at 3:00 p.m.

Having considered all of the papers filed by the parties in connection with PG&E's demurrers, having heard and considered the arguments of counsel, and good cause having been shown, the Court hereby orders that PG&E's demurrers are SUSTAINED WITHOUT LEAVE TO AMEND.

IT IS SO ORDERED.

Dated: _____, 2017

The Honorable Brad Seligman
California Superior Court Judge

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PROOF OF SERVICE

I, Dan Bauhaus, declare as follows:

I am employed with Document Technologies, LLC, whose address is 275 Battery Street, San Francisco, CA 94111. I am over the age of eighteen years and not a party to this action. On June 30, 2017, I served the following documents by the method indicated below on the parties listed on the attached service list.

**[PROPOSED] ORDER SUSTAINING DEMURRERS OF DEFENDANTS
PACIFIC GAS AND ELECTRIC COMPANY AND PG&E CORPORATION
TO PLAINTIFFS' MASTER COMPLAINT**

(BY FIRST CLASS MAIL). I placed true copies thereof in sealed envelopes, addressed as shown above, for collection and mailing pursuant to the ordinary business practice of this office which is that correspondence for mailing is collected and deposited with the United States Postal Service on the same day in the ordinary course of business.

(BY EXPRESS COURIER). I placed true copies thereof in a sealed FedEx envelope, air bill addressed as shown, for collection and delivery pursuant to the ordinary business practice of this office which is that correspondence for overnight delivery via courier service is collected and deposited with the courier service representative on the same day in the ordinary course of business.

(BY HAND DELIVERY). I personally arranged for delivery of the documents by hand to the addressee, as noted below, via messenger service.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this proof of service was executed on June 30, 2017 at San Francisco, California.


Dan Bauhaus

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PROOF OF SERVICE

I, Seth Sias, declare as follows:

I am employed with the law firm of Steptoe & Johnson LLP, whose address is 1891 Page Mill Road, Suite 200, Palo Alto, California 94304. I am over the age of eighteen years and not a party to this action. On June 30, 2017, I served the following documents by the method indicated below on the parties listed on the attached service list other than defendant Omar Vega.

**[PROPOSED] ORDER SUSTAINING DEMURRERS OF DEFENDANTS
PACIFIC GAS AND ELECTRIC COMPANY AND PG&E CORPORATION
TO PLAINTIFFS' MASTER COMPLAINT**

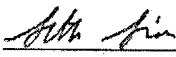
(BY E-MAIL). I e-mailed a true and correct copy of the document addressed to the persons shown on the attached service list except for defendant Omar Vega.

(BY FIRST CLASS MAIL). I placed true copies thereof in sealed envelopes, addressed as shown above, for collection and mailing pursuant to the ordinary business practice of this office which is that correspondence for mailing is collected and deposited with the United States Postal Service on the same day in the ordinary course of business.

(BY EXPRESS COURIER). I placed true copies thereof in a sealed FedEx envelope, air bill addressed as shown, for collection and delivery pursuant to the ordinary business practice of this office which is that correspondence for overnight delivery via courier service is collected and deposited with the courier service representative on the same day in the ordinary course of business.

(BY HAND DELIVERY). I personally arranged for delivery of the documents by hand to the addressee, as noted below, via messenger service.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this proof of service was executed on June 30, 2017 at San Francisco, California.



Seth Sias

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	<p>Alameda County Superior Court Case No. RG 17856893; <i>Timonen, et al. v. Ng., et al.</i>, Alameda County Superior Court Case No. RG 17851540; <i>Plotkin, et al. v. Ng, et al.</i>, Alameda County Superior Court Case No. RG 17850334; <i>Cline, et al. v. Ng, et al.</i>, Alameda County Superior Court Case No. RG 17862635; <i>Vega, et al. v. Ng, et al.</i>, Alameda County Superior Court Case No. RG 17845597; <i>Walrath, et al. v. Ng, et al.</i>, Alameda County Superior Court Case No. RG 17854654; <i>Samuel Maxwell v. Ng, et al.</i>, Alameda County Superior Court Case No. RG 17853077; <i>Robert Lapine v. Ng, et al.</i>, Alameda County Superior Court Case No. RG 17854328; <i>Yraina L. Kopelman v. Ng, et al.</i>, Alameda County Superior Court Case No. RG17854105; <i>Mallock, et al. v. Ng, et al.</i>, Alameda County Superior Court Case No. RG 17864342; <i>Wittenauer. v. Ng, et al.</i>, Alameda County Superior Court Case No. RG 17864346; <i>Kellogg v. Ng, et al.</i>, Alameda County Superior Court Case No. RG 17857948; <i>Cidlik v. Ng, et al.</i>, Alameda County Superior Court Case No. RG 17860699; <i>Hough v. Ng, et al.</i>, Alameda County Superior Court Case No. RG 17860697; <i>Igaz v. Ng, et al.</i>, Alameda County Superior Court Case No. RG17863541; <i>Runnels v. Ng, et al.</i>, Alameda County Superior Court Case No. RG 17860700; <i>Danemayer, et al. v. Ng, et al.</i>, Alameda County Superior Court Case No. RG17861609</p>
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