Board Office Use: Legislative File Info.				
File ID Number	23-1973A			
Introduction Date	9-27-2023			
Enactment Number	23-1716			
Enactment Date	10/11/2023 er			



Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent

Preston Thomas, Chief Systems and Services Officer, Facilities Planning and Management, Kenya Chatman, Executive Director, Facilities Planning and

Management

Meeting Date October 11, 2023

Subject Public Hearing and Approval of the Resolution Authorizing Dedication of a Public

Utility Easement to the Pacific Gas and Electric Company ("PG&E") to install and maintain new transformer and provide electrical service for the new Central

Administrative Center at Cole Middle School.

Ask of the Board

Conduct Public Hearing and, thereafter, Adopt Resolution No. 2324-0036A granting an easement to PG&E to allow company to access Cole Middle School Site at 1011 Union St. ("Site") to install and maintain the new transformer and provide distribution of electrical service as required for the new Central Administrative Center at Cole building.

Background

PG&E has requested that the District convey an easement to PG&E to allow PG&E to access the Site to excavate for, construct, reconstruct, replace, remove, maintain, inspect, and use facilities and associated equipment for public utility purposes, including, but not limited to, electric, gas, and communication facilities together with a right of way therefor, on, over, and under the easement area. This easement is required to allow PG&E to install and maintain the new transformer and provide distribution of electrical service as required for the new Central Administrative Center at Cole Middle School. In order to convey the easement to PG&E the District must follow the following process:

Step 1: Adopt a resolution by 2/3 vote, declaring the Board's intention to dedicate or convey the easement to PG&E. The resolution must fix a time not less than 10 days thereafter for a public hearing at a regular Board meeting. (Ed. Code, § 17557.)

Step 2: After the resolution in Step 1 is adopted, post the required notices as follows: 1) post a copy of the adopted resolution in three public places in the

District not less than 10 days prior to the public hearing regarding the proposed dedication, and 2) publish notice in a newspaper published in the District at least 5 days prior to the meeting at which the public hearing will be held. (Ed. Code, § 17558.)

Step 3: Hold the public hearing and adopt a second resolution by 2/3 vote authorizing execution of the easement deed. (Ed. Code, § 17559.)

Discussion

The new Central Administrative Center building requires a new transformer to be located in a new area on the site in order to provide electrical service.

Fiscal Impact

N/A

Attachment(s)

- Resolution No. 2324-00376A Resolution Authorizing Dedication of Public Utility Easement to the Pacific Gas and Electric Company for the installation of the transformer required for electrical service to the new Central Administrative Center at Cole Middle School.
- Easement Deed (Exhibit A)

RESOLUTION OF THE BOARD OF EDUCATION OF THE OAKLAND UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 2324-0036A

AUTHORIZING DEDICATION OF PUBLIC UTILITY EASEMENT TO THE PACIFIC GAS AND ELECTRIC COMPANY

[TO INSTALL AND MAINTAIN THE NEW TRANSFORMER AND PROVIDE DISTRIBUTION OF ELECTRICAL SERVICE AS REQUIRED AT ASSESSOR'S PARCEL NUMBER 004-0053-007, CENTRAL ADMINISTRATIVE CENTER, 1011 UNION STREET, OAKLAND, CA 94607].

WHEREAS, the Oakland Unified School District ("District") owns certain real property located at 1011 Union Street, Oakland, California, 94607, currently designated as Assessor's Parcel Number 004-0053-007, and as more particularly described in in the Easement Deed, attached hereto and incorporated herein as **Exhibit A** to this Resolution ("Easement Deed"), on which the property is currently improved with Cole Middle School ("Site");

WHEREAS, the Pacific Gas and Electric Company ("PG&E") is a California Corporation;

WHEREAS, PG&E has requested that District convey to PG&E an easement to excavate for, construct, reconstruct, replace, remove, maintain, inspect, and use facilities and associated equipment for public utility purposes, including, but not limited to, electric, gas, and communication facilities, together with a right of way therefor, on, over, and under that certain land described and depicted as part of the Easement Deed attached hereto as **Exhibit A**;

WHEREAS, the easement conveyed to PG&E is intended to allow PG&E to excavate for, construct, reconstruct, replace, remove, maintain, inspect, and use facilities and associated equipment for public utility purposes, including, but not limited to, electric, gas, and communication facilities, together with a right of way therefor, on, over, and under that certain land described and depicted as part of the Easement Deed attached hereto as Exhibit A;

WHEREAS, Education Code section 17556 provides that the governing board may dedicate or convey to any public corporation, or private corporation engaged in the public utility business, without a vote of the electors first being taken, an easement to lay, construct, reconstruct, maintain, and operate water, sewer, gas, or storm drain pipes or ditches, electric or telephone lines, and access roads used in connection therewith, over and upon any land belonging to the District, upon such terms and conditions as the parties thereto may agree;

WHEREAS, pursuant to Education Code section 17557, on September 27, 2023, the District's Board of Education, in a regular open meeting, by at least two-thirds vote of all its members, adopted Resolution No. 2324-0036 ("the Resolution of Intent") declaring its intention to dedicate the easement and right of way;

WHEREAS, in accordance with Education Code section 17557, the District's Board of Education fixed October 11, 2023, at the hour of 7 p.m., or as soon thereafter as the matter can be heard for a public hearing ("Public Hearing") upon the question of making the dedication of the easement and right of way to PG&E;

WHEREAS, in accordance with Education Code Section 17558, the District posted copies of the Resolution of Intent in three public places in the District not less than ten (10) days before the Public Hearing described above, and published notice once, not less than five days before the Public Hearing described above, in a local newspaper within the District;

WHEREAS, pursuant to Education Code Section 17558, on October 11, 2023, at the regular meeting of the District's Board of Education, the Board held a Public Hearing upon the question about making the dedication of the easement and right of way to PG&E; and

WHEREAS, no petition pursuant to Education Code Section 17560 has been filed with the District's Board of Education,

NOW, THEREFORE, THE BOARD DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

That the above recitals are all true and correct;

That the Easement Deed attached hereto as **Exhibit A** is hereby approved subject to any minor revisions agreed to by the District's legal counsel and the District's Superintendent or designee;

That upon the PG&E Company's execution of the Easement Deed, and of any other Documentation necessary to effectuate the property transaction contemplated by this Resolution, the Board of Education hereby authorizes and directs President and Secretary of the Board to execute the Easement Deed, and to take whatever action is necessary to complete the dedication of the easement and right of way to PG&E, pursuant to the terms and conditions of said Easement Deed; and

That the Board of the District hereby determines that the District is in compliance with all relevant sections of the Education Code and all other applicable laws.

Passed by the following vote:

PREFERENTIAL AYE: None

PREFERENTIAL NOE: None

PREFERENTIAL ABSTENTION: Anevay Cruz, Vida Mendoza

PREFERENTIAL RECUSE: None

AYES: Benjamin "Sam" Davis, Jennifer Brouhard, VanCedric Williams, Valarie Bachelor, Vice President

Clifford Thompson, President Mike Hutchinson

NOES: None

ABSTAINED: None

RECUSED: None

ABSENT: (Vacancy)

CERTIFICATION

We hereby certify that the foregoing is a full, true and correct copy of a Resolution passed at a Regular Meeting of the Board of Education of the Oakland Unified School District held on October 11, 2023.

Legislative l	File	OAKLAND UNIFIED SCHOOL DISTRICT
File ID	23-1973A	
Number:		- Modella
Introduction	9/27/2023	- Malegree .
Date:		Mike Hutchinson
Enactment	23-1716	President, Board of Education
Number:		
Enactment	10/11/2923	The Phone
Date:	10, 11, 2, 20	
By:	er	Kyla Johnson-Trammell
		 Superintendent and Secretary, Board of Education

Attachments: EXHIBITS A - C

EXHIBIT "A"

Easement Deed between the District and PG&E

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY 300 Lakeside Drive, Suite 210 Oakland, CA 94612 Attn: Land Rights Library

R	ecording Fee \$
	ocument Transfer Tax \$
]	This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
] Computed on Full Value of Property Conveyed, or] Computed on Full Value Less Liens
г	& Encumbrances Remaining at Time of Sale
L] Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

Signature of declarant or agent determining tax

LD# 2401-04-10058

EASEMENT DEED

OAKLAND UNIFIED SCHOOL DISTRICT, who acquired title as Oakland School District of Alameda County, a public school district, hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the right from time to time to excavate for, construct, reconstruct, replace (of initial or any other size), remove, maintain, inspect, and use facilities and associated equipment for public utility purposes, including, but not limited to electric, gas, and communication facilities, together with a right of way therefor, on, and under the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situated in the City of Oakland, County of Alameda, State of California, described as follows:

(APN 004-0053-007)

Lot 19, block 561, as said lot is shown on map of blocks 560, 561, 576, and block 77 in the City of Oakland, filed May 26, 1875, in Book 4 of Maps, page 11, Alameda County Records.

The easement area is described as follows:

The strip of land described in EXHIBIT "A" and shown on EXHIBIT "B" attached hereto and made a part hereof

Grantor further grants to Grantee the right, from time to time, to trim or to cut down, without Grantee paying compensation, any and all trees and brush now or hereafter within said easement area, and shall

have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to

the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor also grants to Grantee the right to use such portion of said lands contiguous to said easement area as may be reasonably necessary in connection with the excavation, construction, replacement, removal, maintenance and inspection of said facilities.

Grantor hereby covenants and agrees not to place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground level within said easement area, or construct any fences that will interfere with the maintenance and operation of said facilities.

Grantor further grants to Grantee the right to apportion to another public utility (as defined in Section 216 of the California Public Utilities Code) the right to excavate for, construct, reconstruct, replace, remove, maintain, inspect, and use the communications facilities within said easement area including ingress thereto and egress therefrom.

Grantor acknowledges that they have read the "Grant of Easement Disclosure Statement", Exhibit "C", attached hereto and made a part hereof.

This document may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated: D/17/23, ____.

OAKLAND UNIFIED SCHOOL DISTRICT OF ALAMEDA COUNTY, a California Public School District.

	reby certify that a resolution was adopted e 11th day of 2, 20 23, by th
autho	orizing the foregoing grant of easement.
Ву_	OUSD

Name: Mike Hutchinson

Title: President, Board of Education

Name: Kyla Johnson Trammell

Title: Superintendent, Secretary, Board of Education

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of California Alameda County of October 17, 2023 Myra Segovia , before me, Notary Public, Kyla Johnson Trammell personally appeared ____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. (Seal) CAPACITY CLAIMED BY SIGNER [] Individual(s) signing for oneself/themselves [] Corporate Officer(s) of the above named corporation(s) MYRA SEGOVIA lotary Public - California San Mateo County Commission # 2392890 [] Trustee(s) of the above named Trust(s) My Comm. Expires Feb 5, 2026 [] Partner(s) of the above named Partnership(s) [] Attorney(s)-in-Fact of the above named Principal(s) [] Other

the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor also grants to Grantee the right to use such portion of said lands contiguous to said easement area as may be reasonably necessary in connection with the excavation, construction, replacement, removal, maintenance and inspection of said facilities.

Grantor hereby covenants and agrees not to place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground level within said easement area, or construct any fences that will interfere with the maintenance and operation of said facilities.

Grantor further grants to Grantee the right to apportion to another public utility (as defined in Section 216 of the California Public Utilities Code) the right to excavate for, construct, reconstruct, replace, remove, maintain, inspect, and use the communications facilities within said easement area including ingress thereto and egress therefrom.

Grantor acknowledges that they have read the "Grant of Easement Disclosure Statement", Exhibit "C", attached hereto and made a part hereof.

This document may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated: October 17, 2023

OAKLAND UNIFIED SCHOOL DISTRICT OF ALAMEDA COUNTY, a California Public School District.

I hereby certify that a resolution was adopted on the 11th day of, 20_23_, by the authorizing the foregoing grant of easement. By	Name: Mike Hutchinson Title: President, Board of Education
	Name: Kyla Johnson Trammell

Title: Superintendent, Secretary, Board of Education

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of California Alameda County of October 17, 2023 Myra Segovia On Notary Public, personally appeared ______Mike Hutchinson who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. (Seal) CAPACITY CLAIMED BY SIGNER [] Individual(s) signing for oneself/themselves [] Corporate Officer(s) of the above named corporation(s) [] Trustee(s) of the above named Trust(s) MYRA SEGOVIA Notary Public - California San Mateo County Commission # 2392890 [] Partner(s) of the above named Partnership(s) My Comm. Expires Feb 5, 2026 [] Attorney(s)-in-Fact of the above named Principal(s) [X Other

EXHIBIT A

S-9842

LEGAL DESCRIPTION

"PG&E EASEMENT"

ALL THAT REAL PROPERTY SITUATED IN THE CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, BEING A PORTION OF LOT 19, BLOCK 561, AS SAID LOT IS SHOWN ON "MAP OF BLOCKS 560, 561, 576, AND BLOCK 77 IN THE CITY OF OAKLAND", FILED MAY 26, 1875, IN BOOK 4 OF MAPS, PAGE 11, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF POPLAR STREET (60 FEET WIDE), DISTANT THEREON NORTH 15°56'30" EAST 382.06 FEET FROM THE NORTHERLY LINE OF 10TH STREET (60 WIDE); THENCE ALONG SAID LINE OF POPLAR STREET NORTH 15°56'30" EAST 15.00 FEET; THENCE SOUTH 74°03'30" EAST 12.00 FEET; THENCE SOUTH 15°56'30" WEST 15.00 FEET; THENCE NORTH 74°03'30" WEST 12.00 FEET TO THE POINT OF BEGINNING.

THE BASIS OF BEARINGS FOR THE ABOVE DESCRIPTION IS NORTH 15°56'30" EAST FOR THE RIGHT OF WAY LINE OF POPLAR STREET AS SHOWN ON THE CITY OF OAKLAND ASSESSOR'S MAP No. 04-53.

CONTAINING 180 SQ.FT.

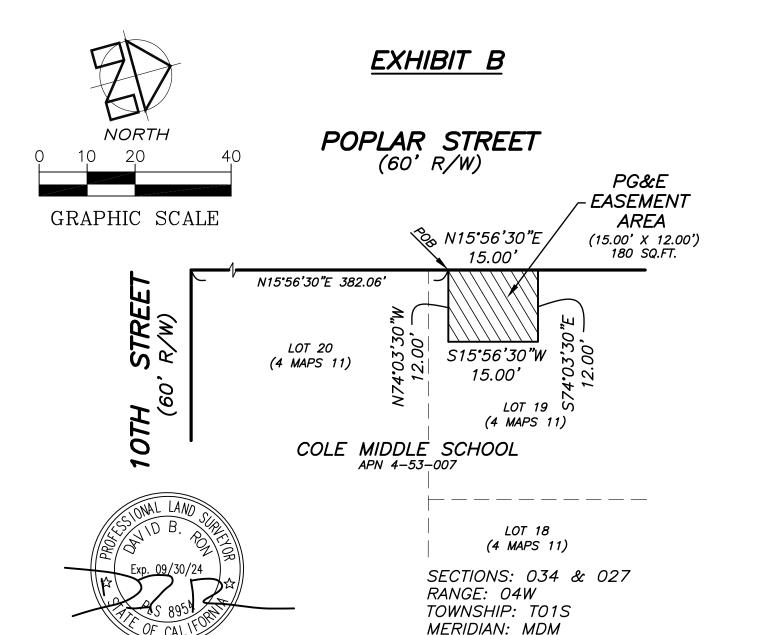
APN: 4-53-007 (PORTION)

THIS DESCRIPTION WAS PREPARED BY ME IN ACCORDANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.

DAVID B. RON, PLS 8954

APRIL 25, 2023

EXHIBIT "B" Easement Map between the District and PG&E



MAP REFERENCE

"MAP OF BLOCKS 560, 561, 576 AND BLOCK 577 IN THE CITY OF OAKLAND", RECORDED MAY 26, 1875 IN BOOK 4 OF MAPS, PAGE 11, ALAMEDA COUNTY RECORDS.

GENERAL NOTE

1. DIMENSIONS ARE IN FEET AND DECIMALS THEREOF. 2. UNLESS OTHERWISE SHOWN ALL COURSES EXTEND TO OR ALONG ALL COURSES AND LINES.

BASIS OF BEARINGS

BASIS OF BEARINGS IS N 15°56'30" E OF THE RIGHT OF WAY LINE OF UNION STREET AS SHOWN ON THE CITY OF OAKLAND ASSESSOR'S MAP No. 04-53 AND ESTABLISHED BY A FIELD SURVEY AND LOCATION OF CITY MONUMENTS FOUND IN UNION STREET.

CITY OF OAKLAND COUNTY OF ALAMEDA STATE OF CALIFORNIA

ASSESSOR'S PARCEL NUMBER

SAN ANTONIO (V. AND D. PERALTA)

RIGHT OF WAY

EASEMENT AREA

LOT LINE

POINT OF BEGINNING

RIGHT OF WAY LINE

LEGEND

APN

R/W

POB

SUBJECT: PG&E EASEMENT AREA

BY <u>DR</u> CHKD. <u>DR</u> DATE <u>4-25-23</u> <u>SCALE 1"=20'</u> SHEET <u>1 OF 1</u> JOB NO. <u>S-9842</u>

EXHIBIT "C" Grant of Easement Disclosure Statement

Pacific Gas and Electric Company



EXHIBIT "C"

GRANT OF EASEMENT DISCLOSURE STATEMENT

This Disclosure Statement will assist you in evaluating the request for granting an easement to Pacific Gas and Electric Company (PG&E) to accommodate a utility service extension to PG&E's applicant. Please read this disclosure carefully before signing the Grant of Easement.

- You are under no obligation or threat of condemnation by PG&E to grant this easement.
- The granting of this easement is an accommodation to PG&E's applicant requesting the extension of PG&E utility facilities to the applicant's property or project. Because this easement is an accommodation for a service extension to a single customer or group of customers, PG&E is not authorized to purchase any such easement.
- By granting this easement to PG&E, the easement area may be used to serve additional customers in the area and **may be used to install additional utility facilities.** Installation of any proposed facilities outside of this easement area will require an additional easement.
- Removal and/or pruning of trees or other vegetation on your property may be necessary for the installation of PG&E facilities. You have the option of having PG&E's contractors perform this work on your property, if available, or granting permission to PG&E's applicant or the applicant's contractor to perform this work. Additionally, in order to comply with California fire laws and safety orders, PG&E or its contractors will periodically perform vegetation maintenance activities on your property as provided for in this grant of easement in order to maintain proper clearances from energized electric lines or other facilities.
- The description of the easement location where PG&E utility facilities are to be installed across your property must be satisfactory to you.
- The California Public Utilities Commission has authorized PG&E's applicant to perform the installation of certain utility facilities for utility service. In addition to granting this easement to PG&E, your consent may be requested by the applicant, or applicant's contractor, to work on your property. Upon completion of the applicant's installation, the utility facilities will be inspected by PG&E. When the facility installation is determined to be acceptable the facilities will be conveyed to PG&E by its applicant.

By signing the Grant of Easement, you are acknowledging that you have read this disclosure and understand that you are voluntarily granting the easement to PG&E. Please return the signed and notarized Grant of Easement with this Disclosure Statement attached to PG&E. The duplicate copy of the Grant of Easement and this Disclosure Statement is for your records.

Administrative Block

Attach to LD# 2401-04-10058 Location: Area 2, East bay Division Land Service Office: Concord

Line of Business: Electric Distribution (43) Utility Easement (86)

Business Doc Type: Easements

MTRSQ: 24.01.04.27.2 Rancho SAN ANTONIO (V. AND D. PERAL TA)

FERC License Number(s): N/A PG&E Drawing Number(s): N/A

PLAT NO. F0424

LD of any affected documents: N/A LD of any Cross-referenced documents:

TYPE OF INTEREST: Utility Easements (86), Electric Underground Easements

(4), SBE Parcel Number: N/A

(For Quitclaims, % being quitclaimed): N/A Order# 35218849 or PM#: OPS: 3200

JCN: N/A

County: Alameda

Utility Notice Numbers: N/A

851 Approval Application No. N/A Decision N/A

Prepared By: C7WR Checked By: A5SZ

(This page must be recorded with document)



Customer Payment Coupon

References Notification # 119037235 Contract # 50046090 V1 E15-PM# 35218849 E16-PM# 35218849 2631910 Customer#

Oakland Unified School District 955 High Street OAKLAND, CA 94601

Customer Payment Summary

1011 UNION STREET, OAKLAND

Please pay the Total Due based upon the payment option(s) you selected on page two of the enclosed Gas and Electric Extension Agreement.

Payment Options	Subtotal	Total Due
10-Year Refundable Advance Option Gas and Electric	\$156,266.20	\$153,766.20
Non-Refundable 50 percent Discount Option for Gas and Electric	\$80,282.16	\$77,782.16
10-Year Refundable Advance Option for Gas and Non-Refundable 50 percent Discount Option for Electric	\$80,282.16	\$77,782.16
Non-Refundable 50 percent Discount Option for Gas and 10-Year Refundable Advance Option for Electric	\$156,266.20	\$153,766.20

The Total Due for each payment option above includes:	
Advance Credit	(\$2,500.00)

Important Payment Information

To complete your contract ONLINE

- Follow the instructions provided with your electronic contract
- Submit payment at pge.com/contractpayments

To complete your contract BY MAIL

- Please make check payable to: PG&E or Pacific Gas and Electric
- Complete, sign and return the enclosed agreement(s), the SACAC form and the customer payment coupon with your payment
- Remit payment and SACAC form to: PG&E CFM/PPC Department PO BOX 997340 Sacramento, CA 95899-7340

IMPORTANT MESSAGE

Please review the enclosed information and total due. This document needs to be returned with the enclosed agreements.

If you complete your contract ONLINE, a copy will be saved to your Customer Connections Online (CCO) account at pge.com/cco.

To learn more about PG&E's gas and electric safety initiatives and resources please visit pge.com/safety.

Have Questions? Please Call 1-800-422-0436



PROJECT NAME Cole PROJECT NO. 19119 RES NO. BD. ACTION DATE 07.22.2021 CO _____ OVER/ UNDER 10% PM AUTHORIZATION AMT TO BE PAID \$ 153,776.20 SENT TO: FAC B&G OTHER



Gas and Electric **Extension Agreement***

June 21, 2021

Oakland Unified School District 955 High Street

OAKLAND, CA, 94601

Dear Tadashi Nakadegawa

For Internal Use Notification # 119037235 Contract # 50046090 V1 E-PM# 35218849 G-PM# E-Prior MLX/PM# G-Prior MLX/PM# Customer # 2631910

Re: 1011 UNION STREET, OAKLAND

We are writing to let you know Pacific Gas and Electric Company (PG&E) will extend its facilities to provide the requested gas and electric service to the project address listed above. PG&E's costs have been developed based on the choices and information provided in your application and may change if you make changes. This letter, including PG&E's tariffs, which are incorporated by reference below, will serve as our contract. As required by the California Public Utilities Commission (CPUC), special facilities will be handled in a separate contract. Please complete the following four steps to execute this contract.

Review the following work responsibilities and cost information.

Work To Be | GAS MAIN | GAS SERVICE | ELECTRIC DISTRIBUTION | ELECTRIC SERVICE

Done By	0, 10		0,100.				1110011011		711100	
Done by	Trench	Pipe	Trench	Pipe	Trench	Substr.	Facilities	Trench	Substr.	Facilities
PG&E							Х			Х
Customer					Χ	Χ				
					!	GAS	3		ELECTI	RIC
Total non-refundable project costs						\$0.00		\$1	3,934.58	
Refundable extension costs						\$0.00		\$23	2,813.03	
Allowances	s (credit)			-		\$0.00	-	\$8	0,844.95
Net refund	lable an	nount			=		\$0.00	=	\$15	1,968.08
10 YEA	R REF	JNDA	BLE OF	PTION						
Net refund	lable an	nount					\$0.00		\$15	1,968.08
Credit for v					-		\$0.00	-	\$	9,636.47
facilities pr Total non -				sts	+		\$0.00			3,934.58
Total (if yo	ou selec	t this c	ption)		· =		\$0.00			6,266.20
` -			- ,	IOOOLI		TION	Ф 0.00	_	φio	0,200.20
NON-RE			50% บ	15000	NI OP	TION				
Net refund	lable an	nount					\$0.00		\$15	1,968.08
Discount: 5	50% of N	Net refu	ndable a	amount	-		\$0.00	-	\$7	5,984.04
Credit for v					_		\$0.00	-	\$	9,636.47
facilities pr Total non-				ete	_					<u>'</u>
			•	313	+		\$0.00	+	\$1	3,934.58
Total (if yo	ou selec	t this c	ption)		=		\$0.00	=	\$8	0,282.15
Potential ı	efund p	er resi	dential	lot/unit			\$0.00			\$0.00
Potential ı	eimbur	semen	t per se	rvice co	ompleti	on		1		
Pressurize	d or ene	ergized	system				\$0.00			\$0.00
Not pressurized or energized system						\$0.00			\$0.00	
Reimburse performed		or othe	r work				\$0.00			\$0.00

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

DEFINITIONS AND EXPLANATION OF TERMS

(For more detail see rules 15 and 16):

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

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

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

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

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

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

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

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

> * Automated document, Preliminary Statement, Part A

Form 79-1169 Advice 3579-G/4607-E March 2015



ō Gas and

E ect



Gas and Electric Extension Agreement*

2 Select one of the following payment options.	Gas	Electric	Advance	Total Due
10-Year Refundable Option for Gas and Electric	\$0.00 +	\$156,266.20	SEE PMT CPN	\$156,266.20
Non-Refundable 50 Percent Discount Option for Gas and Electric	\$0.00 +	\$80,282.16	SEE PMT CPN	\$80,282.16
10-Year Refundable Option for Gas and Non- Refundable 50 Percent Discount Option for Electric	\$0.00 +	\$80,282.16	SEE PMT CPN	\$80,282.16
Non-Refundable 50 Percent Discount Option for Gas and 10-Year Refundable Option for Electric	\$0.00 +	\$156,266.20 -	SEE PMT CPN	\$156,266.20

Review these important terms and conditions.

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

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



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

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

Please provide your payment and required forms within 90 days from June 21, 2021. PG&E is not bound by the costs set forth above if payment and the signed forms are not received by PG&E within 90 days.

If you have any questions, please contact Steve Stoker at 510-437-2057 or by email at SWS6@PGE.COM.

ADDITIONAL INFORMATION

What is the SACAC form

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

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

How do I fill out the SACAC?

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

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

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

Please follow payment instructions found on your Payment Coupon.

Pacific Gas and Electric Company

This contract has been reviewed and approved by:

Terry Walker-Mullings

Service Planning Supervisor

Customer

Agreed and accepted by:

Oakland Unified School District, A GOVERNMENT AGENCY

Authorized	l Signatory Tadashi Nakadegawa
Title	Exec Dir Facilities
Signature	Tadashi Nakadegawa
Date	7/22/2021 2:03:48 PM PDT

Form 79-1169 Advice 3579-G/4607-E March 2015



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^{*} Automated document, Preliminary Statement, Part A



STATEMENT OF APPLICANT'S CONTRACT ANTICIPATED COSTS.*

Project Name: OUSD_Cole Admin Center

Project Location: 1011 UNION STREET, OAKLAND

Notification Number: <u>119037235</u>

PM Number(s): (Gas) (Electric) <u>35218849</u>

APPLICANT COSTS

The following statement must only include the contracted anticipated installed costs of facilities installed by the Applicant that are refundable and that are PG&E's responsibility under its tariffs.

The costs provided by the Applicant must be taken from the Applicant's contract with its contractor. If the Applicant will be performing the work itself, the Applicant must also complete and sign this form.

The Applicant's statement of costs will be compared with PG&E's estimated installed costs of the same facilities, the lower of which will be used to determine the amount subject to allowances and refunds in accordance with the provisions of PG&E's Gas and Electric Rules 15 and 16.

If the Applicant chooses not to provide its costs, it must complete the last section of this form. Until the Applicant either provides the refundable cost from its contract with its contractor (or its own cost, if applicable), or returns this form indicating that it will not do so, PG&E will not proceed with any work on the Applicant's project.

	<u>GAS</u>		<u>ELECTRIC</u>			
Residential Service Facilities:			Residential Service Facilities:			
Applicant: \$			Applicant: \$			
PG&E:	\$0.00		PG&E:	<u>\$0.00</u>		
Number of ga	s service: N	Stubs:0	Number of Electric	service: 0		

Applicant's statement of costs include: overhead or underground service conductors, poles, service transformers, connection fittings, service pipe, valves, service connections, and other PG&E-owned service equipment, as detailed in Gas and Electric Rule 16.

Applicant's statement of costs DOES NOT include: inspection fees, nonresidential service costs, regulators, or PG&E-owned metering equipment.



Form 79-1003
Tariffs and Compliance
Advice 2458-G-C/2379-E
Decision 03-03-032
Effective: July 1, 2004

<u>GAS</u> <u>ELECTRIC</u>

Gas Distribution Facilities and Non-Residential Service Services:

Electric Distribution Facilities and Non-Residential Service Services:

oplicant: \$		Applicant: \$		
&E:		<u> </u>	PG&E:	\$121,702.00
	GAS DISTRIBUT	ION TRENCH		
plica	nt: \$			
&E:	_9	<u> </u>		
	main, valves, regula	itors, nonresidential e the distribution lin	cables, switches, transf I service costs, and othe e extension, as detailed	
		substructures, elect	ric trench, conduits, fee	fees, tie-in of system by der conduits, or protective
اما	dodoro undor none	olty of porium, the	at the foregoing is tr	uo and aarraat
ıu	ieciare under pena	iity or perjury the	at the foregoing is the	ue and correct.
X	APPLICANT'S EL	ECTION NOT TO	PROVIDE COSTS:	(if this option selected, box must be checked)
СО	ontract with my cont	ractor, or as perfo	rmed by myself, and a	his project as taken from my acknowledge that PG&E will use tract between it and me.
Ex	xecuted on 7/22/2021	│ 2:03:48 PM PDT	at	
	-	Date)	(City)
Ву	y: Tadashi Nakadega	ıwa		
Pr	rint Applicant Name:	Oakland Unified S	School District, A GOVE	RNMENT AGENCY
Si	gned:	Tadashi Nakadigawa zandashi Nakadigawa	a	
Tit	tle:	Exec Dir Facilities		





Pacific Gas and Electric Company <u>Detailed Cost Sheet - Electric Distribution</u> <u>and Service Extension Costs</u>

 References

 Notification #
 119037235

 Contract #
 50046090 V1

 E15-PM #
 35218849

 E16-PM #
 35218849

 Customer #
 2631910

Applicant: <u>Tadashi Nakadegawa</u>

Project Location/Name 1011 UNION STREET, OAKLAND

Cost Breakdown

Total number of residential lo	ts/units for this	project:	<u>0</u>			
Total number of non-residential lots/units for this project:			1			
Total number of combined meters:			<u>1</u>			
Cost of Services:						
Engineering & Adminis	trative Costs					\$0.00
Including Appl	icant Design Va	alue of			\$0.00	
Service Tie-In Cost (Er	Service Tie-In Cost (Energized) by PG&E					\$0.00
Service Tie-in Cost by	Service Tie-in Cost by Applicant			(+)		\$0.00
Electric Metering				(+)		<u>\$0.00</u>
Others (N/A)				(+)		<u>\$0.00</u>
Inspection Fees				(+)		\$0.00
Service Cost - PG&E ir	nstalled	# Services	<u>0</u>	(+)		\$0.00
Service Cost - Applicar	nt installed	# Services	<u>0</u>	(+)		<u>\$0.00</u>
Total Estimated Cost o	Total Estimated Cost of Service Subject to Allowance			(=)		\$0.00
Including Net Joint Pole Credit Value of				\$0.00		
Cost of Service Within Allowa	ınce:					
less Total Residential S (not to exceed Total E			ct to Allow	ance)		
\$0.00	X	0	=	(-)		<u>\$0.00</u>
Excess Service Cost				(=)		\$0.00
Estimated Service Cos	Estimated Service Cost Within Allowance (Total less Excess) (=)					\$0.00
Average Cost per Lot or Unit Within Allowance					<u>Ψσ.σσ</u>	
\$0.00	1	0	=			\$0.00
Excess Service Allowance Ap	pplied to Distrib	ution Line Exten	sion Refur	<u>ndable</u>		
Amount per Lot or Unit:	•			_		
_ <u>\$0.</u> Allow <i>a</i>		<u>\$0.00</u> Ave. Cost / Un	= it			\$0.00 **

Allowances

Residential:			
$\underline{\$0.00}$ X $\underline{0}$ = Allowance Lots / Units		<u>\$0.00</u>	
plus ITCC @ 24% Residential Allowances (+)		\$0.00	
SUB TOTAL Residential Allowances (=)		<u>\$0.00</u>	
Non-Residential: \$9,544.92 / 0.1464 = Net Annual Revenue Cost-of-Service-Factor		<u>\$65,197.54</u>	
plus ITCC @ <u>24%</u> Non-Residential Allowances (+)		\$15,647.40	
SUB TOTAL Non-Residential Allowances (=)		_\$80,844.95	
less Residential Service Allowance:			
$\left(\begin{array}{ccc} \underline{0} & X & \underline{\$0.00} \\ \text{Lots/Units} & \text{Ave. Cost / Unit} \end{array}\right) + \underline{24\%} = 1$		<u>\$0.00</u>	
Total Distribution Line Extension Allowance		(=)	<u>\$80,844.95</u>
Amount Subject to Refund			
Engineering & Administrative Costs		<u>\$43,801.26</u>	
Including Applicant Design Value of	\$0.00		
Tie-In of Distribution by PG&E	(+)	<u>\$10,669.58</u>	
Electric Metering (Non-Residential Projects)	(+)	<u>\$1,943.14</u>	
Other Taxable charges (N/A)	(+)	<u>\$0.00</u>	
PG&E installed - Cost of Distribution Line and Non-Res Svcs.	(+)	<u>\$121,702.00</u>	
Applicant installed - Cost of Distribution Line and Non-Res Svcs.	(+)	\$0.00	
Value of Distribution Substructures	(+)	\$9,636.47	
Inspection Fees	(+)	\$0.00	
SUB TOTAL	(=)	<u>\$187,752.45</u>	
Including Net Joint Pole Credit Value of	\$0.00		
plus ITCC @ 24%	(+)	\$45,060.58	
Total Refundable Amount	(+)	\$232,813.04	
Less Total Allowances (not to exceed Total Refundable Amount)	(-)	<u>\$80,844.95</u>	
Balance: Net Refundable Amount		<u>\$151,968.08</u>	
10 Year Refundable Advance Option			
Balance: Net Refundable Amount		<u>\$151,968.08</u>	
Less Credit for Value of Applicant Design Work		\$0.00	
Less Cost of Dist. Line Ext. and Non-Res Svcs. installed by Applicant		\$0.00	
Less Distribution Substructures by Applicant		\$9,636.47	
Net 10 Year Refundable Advance Option Amount			\$142,331.62
Non-Refundable Discount Option			
Balance: Net Refundable Amount		<u>\$151,968.08</u>	
less Discount <u>\$151,968.08</u> X <u>0.50</u> =	(-)	\$75,984.04	
Balance Discount Rate	` ,		
Less Credit for Value of Applicant Design Work		\$0.00	
Less Cost of Dist. Line Ext. and Non-Res Svcs. installed by Applicant		<u>\$0.00</u>	
Less Distribution Substructures by Applicant		\$9,636.47	
Net Non-Refundable Discount Option Amount			\$66,347.57

Non-Refundable Payments

Rule 16 Non-Refundable Payments

Rule 16 Non-Refundable Payments			
Excess Service Costs		<u>\$0.00</u>	
Service Costs Beyond Preferred Service Location	(+)	<u>\$0.00</u>	
Service Riser	(+)	<u>\$0.00</u>	
Value of Rule 16 Land Rights Costs	(+)	<u>\$0.00</u>	
Value of Service Trench, Conduits & Substructures in the Franchise Area or on 3rd Party Property	(+)	\$0.00	
Inspection Fees	(+)	<u>\$893.98</u>	
Rule 16 Trench Permits Obtained by PG&E	(+)	<u>\$0.00</u>	
Other Taxable Charges: N/A	(+)	<u>\$0.00</u>	
Cost of Additional Rule 16 Applicant Design Plan Checks	(+)	<u>\$0.00</u>	
SUB TOTAL	(=)	\$893.98	
Plus ITCC @ <u>24%</u>	(+)	<u>\$214.55</u>	
Other Non-taxable Charges:	(+)	<u>\$0.00</u>	
Residential Per Meter Charge = $\underline{0}$ unit(s)	(+)	<u>\$0.00</u>	
Non-Residential Per Meter Charge 1 unit(s)	(+)	<u>\$125.00</u>	
Inspection Fees (not subject to ITCC)	(+)	\$0.00	
Plus Service Trench, Conduits, & Substructures installed by PG&E on Private Property	(+)	_\$0.00	
SUB TOTAL	(=)	\$1,233.54	
Less Excess Service Facilities Installed by Applicant	(-)	<u>\$0.00</u>	
Less Service Costs Beyond Preferred Location by Applicant	(-)	\$0.00	
Less Service Trench in the Franchise Area or on & 3rd Party Property installed by Applicant	(-)	_\$0.00	
Less Rule 16 Applicant Design Work Associated with Excess	(-)	<u>\$0.00</u>	
Total Rule 16 Non-Refundable Amount		(=)	\$1,233.54
Rule 15 Non-Refundable Payments			
Inspection Fees		\$1,788.00	
Re-estimating/Composite Preparation	(+)	\$0.00	
Cost of Additional Applicant Design Plan Checks	(+)	\$0.00	
Value of Distribution Conduits	(+)	<u>\$6,952.10</u>	
Distribution Risers Installed by PG&E	(+)	<u>\$0.00</u>	
Value of Distribution Trench	(+)	<u>\$35,439.27</u>	
PG&E Land Rights Costs	(+)	\$0.00	
Rule 15 Trench Permits Obtained by PG&E	(+)	\$250.00	
Other	(+)	\$0.00	
SUB TOTAL	(=)	\$44,429.37	
Plus ITCC @ 24%	(+)	<u>\$10,663.05</u>	
Other Non-taxable Charges	(+)	<u>\$0.00</u>	
SUB TOTAL	(=)	\$55,092.42	
Less Distribution Conduits Installed by Applicant	(-)	\$6,952.10	
Less Distribution Trench Provided by Applicant	(-)	<u>\$35,439.27</u>	
Total Non-Refundable Electric Rule 15 Amount		(=)	<u>\$12,701.05</u>

Relocation / Rearrangement of PG&E Facilities

3			
Value of Relocation/Rearrangement Facilities		_\$0.00	
Value of Relocation/Rearrangement Conduits & Substructures	(+)	<u>\$0.00</u>	
Value of Relocation/Rearrangement Trench & Excavation	(+)	<u>\$0.00</u>	
Engineering & Administrative Costs	(+)	<u>\$0.00</u>	
Value of Relocation Applicant Design Work	(+)	<u>\$0.00</u>	
Re-engineering/Comp Prep/Add'l AD Plan Checks	(+)	<u>\$0.00</u>	
Tie-in/Meter of Relocation/Rearrangement by PG&E	(+)	<u>\$0.00</u>	
Relocation/Rearrangement Trench Permits Obtained by PG&E	(+)	\$0.00	
Relocation/Rearrangement Land Rights	(+)	\$0.00	
Relocation/Rearrangement Inspection Fees	(+)	<u>\$0.00</u>	
SUB TOTAL	(=)	<u>\$0.00</u>	
Including Net Joint Pole Credit Value of	\$0.00		
Plus ITCC @ 0%	(+)	<u>\$0.00</u>	
Plus Relocation/Rearrangement - Non Taxable	(+)	<u>\$0.00</u>	
SUB TOTAL	(=)	<u>\$0.00</u>	
Less Relocation/Rearrangement Facilities Installed by Applicant	(-)	\$0.00	
D.0405055 Line Extension Costs - Residential		\$0.00	
D.0405055 Line Extension Costs - Non-Residential		<u>\$0.00</u>	
Less Conduits & Substructures Installed by Applicant	(-)	\$0.00	
Less Trench & Excavation Provided by Applicant	(-)	<u>\$0.00</u>	
Less Value of Relocation Applicant Design Work	(-)	<u>\$0.00</u>	
Less Relocation/Rearrangement Salvage	(-)	<u>\$0.00</u>	
Total Relocation / Rearrangement of PG&E Facilities Amount		(=)	\$0.00

⁽¹⁾ Total Service Allowance not to exceed the Cost of Service

Note: This supplemental detailed cost sheet is for reference only and is not intended for use in place of the actual contract for the project listed.

^{(2) 10} Year Refundable and Discount Option credit amounts will be paid upon acceptance of facilities. Credit amounts are subject to future deficiency billing in accordance with the tariff.

^{(3) 10} Year Refundable and Discount Option credit amounts do not offset Other Non-Refundable or Relocation Fees. See Reimbursement Summary for a total of Reimbursements and Credits to be paid upon acceptance of facilities.

⁽⁴⁾ Inspection Fees (Only Refundable if Applicant's Actual Cost is Used. Applicant's Actual Cost + Inspection Cannot Exceed PG&E's Estimate)

⁽⁵⁾ The lower of PG&E's estimated costs or the Applicant's Contract Anticipated Costs (as documented on Form 79-1003 "Statement of Contract Anticipated Costs") will be used to establish the cost of Service and Distribution Line Extension subject to Allowance

