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PACIFIC GAS AND ELECTRIC COMPANY  
STANDARD OFFER #3  
POWER PURCHASE AGREEMENT  
FOR  
AS-DELIVERED CAPACITY AND ENERGY  
FROM  
FACILITIES OF 100 KILOWATTS OR LESS

Seller: David O. Harde, an Individual  
Location: 6540 Perry Creek Road, Somerset, CA  
El Dorado County  
Nameplate Capacity: 100 KW  
Energy Source: Hydro

MAY 1984

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AS-DELIVERED CAPACITY AND ENERGY  
FROM  
FACILITIES OF 100 KILOWATTS OR LESS  
POWER PURCHASE AGREEMENT  
BETWEEN  
David O. Harde  
AND  
PACIFIC GAS AND ELECTRIC COMPANY

David O. Harde, an Individual ("Seller"),  
and PACIFIC GAS AND ELECTRIC COMPANY ("PGandE"), referred to  
collectively as "Parties" and individually as "Party", agree  
as follows:

1. Seller states that its facility located at 6540 Perry  
Creek Road, Somerset, California 95684  
and described as Make \*\*,  
Model \*\*, Serial No. \*\*, fuel  
or energy source water, and  
having a nameplate output rating of 100 kW, 480 volts,  
3 phase, 60 hertz will be ready to deliver power for  
sale on or about December 15, 1985. Seller has  
chosen to sell PGandE surplus.\*

\* Insert either "net energy output" or "surplus energy output" to  
show the energy sale option selected by Seller.

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2. Seller has two options for payment for as-delivered capacity and energy delivered to PGandE. They are:

Option No. 1: Seller elects to have the value of the purchased power credited to its monthly bill from PGandE for electric service in the next billing period (assumes electric service account).

Option No. 2: Seller elects to receive payment check within approximately 30 days of the meter reading date if the value of the purchased power is at least \$50, and if less, to have the value of the purchased power credited to its monthly bill from PGandE for electric service in the next billing period.

Seller has selected Option No. 2.

3. On and after the date PGandE gives its written approval for parallel operation, PGandE shall pay Seller for as-delivered capacity at prices authorized from time to time by the California Public Utilities Commission (CPUC) and which are derived from PGandE's full avoided costs as approved by the CPUC. PGandE shall pay Seller and for energy at prices equal to PGandE's full short run avoided operating costs as approved by the CPUC.

4. Seller shall pay for designing, installing, operating, and maintaining the facility in accordance with all

1 applicable laws and regulations and shall comply with  
2 PGandE's electric Rule No. 21, which is attached  
3 hereto.

4  
5 5. Seller shall deliver the as-delivered capacity and  
6 energy to PGandE at the agreed point of delivery as  
7 shown in Appendix A.

8  
9 6. PGandE shall, at its expense, furnish and install a  
10 standard watt-hour meter (and current transformers if  
11 required) in a meter socket and enclosure equipment  
12 provided and installed by Seller at or near the point  
13 of delivery. At Seller's option and expense, PGandE  
14 shall furnish and install a time-of-delivery meter  
15 pursuant to a separate special facilities agreement  
16 referred to in PGandE's Electric Rule No. 21.

17  
18 7. Seller shall (a) maintain the facility and  
19 interconnection facilities, except facilities installed  
20 by PGandE, in conformance with all applicable laws and  
21 regulations, (b) obtain any governmental authorizations  
22 and permits required for the construction and operation  
23 thereof, and (c) maintain the facility and  
24 interconnection facilities in a safe and prudent  
25 manner. Seller shall reimburse PGandE for any and all  
26 losses, damages, claims, penalties, or liability it  
27 incurs as a result of Seller's failure to obtain or  
28 maintain any governmental authorizations and permits

1 required for the construction and operation of Seller's  
2 facility.

3  
4 8. (a) PGandE may enter Seller's premises (1) to inspect  
5 at any reasonable times Seller's protective devices and  
6 read or test meters, and (2) to disconnect, without  
7 notice, the interconnection facilities if, in PGandE's  
8 opinion, a hazardous condition exists and such  
9 immediate action is necessary to protect persons, or  
10 PGandE's facilities, or other customers' facilities  
11 from damage or interference caused by Seller's  
12 facility, or lack of properly operating protective  
13 devices.

14  
15 (b) PGandE shall not be obligated to accept or pay for  
16 and may require Seller to interrupt or reduce  
17 deliveries of as-delivered capacity and energy (1) when  
18 necessary in order to construct, install, maintain,  
19 repair, replace, remove, investigate, or inspect any of  
20 its equipment or part of its system, or (2) if it  
21 determines that curtailment, interruption, or reduction  
22 is necessary because of emergencies, forced outages,  
23 force majeure, or compliance with prudent electrical  
24 practices.

25  
26 (c) Whenever possible, PGandE shall give Seller  
27 reasonable notice of the possibility that interruption  
28 or reduction of deliveries may be required.

1 9. Each Party as indemnitor shall save harmless and  
2 indemnify the other Party and the directors, officers,  
3 and employees of such other Party against and from any  
4 and all loss and liability for injuries to persons  
5 including employees of either Party, and damages,  
6 including property of either Party, resulting from or  
7 arising out of (a) the engineering, design,  
8 construction, maintenance, or operation of or (b) the  
9 making of replacements, additions, or betterments to  
10 the indemnitor's facilities. This indemnity and save  
11 harmless provision shall apply notwithstanding the  
12 active or passive negligence of the indemnitee.  
13 Neither Party shall be indemnified for liability or  
14 loss resulting from its sole negligence or willful  
15 misconduct. The indemnitor shall, on the other Party's  
16 request, defend any suit asserting a claim covered by  
17 this indemnity and shall pay all costs, including  
18 reasonable attorney fees, that may be incurred by the  
19 other Party in enforcing this indemnity.

20  
21 10. Nothing in this Agreement shall create any duty to, any  
22 standard of care with reference to, or any liability to  
23 any person not a Party to it. Neither Party shall be  
24 liable to the other Party for consequential damages.

25  
26 11. Each Party shall be responsible for protecting its  
27 facilities from possible damage by reason of the  
28 electrical disturbances or faults caused by the

1 operation, faulty operation, or nonoperation of the  
2 other Party's facilities, and such other Party shall  
3 not be liable for any such damages so caused.

4  
5 12. This Agreement shall be in effect when signed by the  
6 Seller and PGandE for an initial term of one year and  
7 shall remain in effect thereafter month to month unless  
8 terminated by either Party on 30 (thirty) days advance  
9 written notice to the other.

10  
11 13. Any notice required under this Agreement shall be in  
12 writing and mailed at any United States Post Office  
13 with postage prepaid for transmission by certified  
14 mail, return receipt requested, addressed to the Party,  
15 or personally delivered to the Party, at the address  
16 below. Changes in such designation may be made by  
17 notice similarly given.

18  
19 All written notices shall be directed as follows:

20  
21 To PGandE: Pacific Gas and Electric Company  
22 Attention: Manager - Commercial  
23 Department  
24 77 Beale Street  
25 San Francisco, CA 94106

26 To Seller: David O. Harde  
27 6540 Perry Creek Road  
28 Somerset, CA 95684  
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14. This Agreement includes the following appendix which is attached and incorporated by reference:

Appendix A - INTERCONNECTION

15. Insurance

15.1 General Liability Coverage

(a) Seller shall maintain during the performance hereof, General Liability Insurance\* of not less than \$500,000 if the nameplate rating of Seller's facility is over 20 kW to 100 kW or \$100,000 if the nameplate rating of Seller's facility is 20 kW or below of combined single limit or equivalent for bodily injury, personal injury, and property damage as the result of any one occurrence.

(b) General Liability Insurance shall include coverage for Premises-Operations, Owners and Contractors Protective, Products/Completed Operations Hazard, Explosion, Collapse, Underground, Contractual Liability, and Broad Form Property Damage including Completed Operations.

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\* Governmental agencies which have an established record of self-insurance may provide the required coverage through self-insurance.

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(c) Such insurance, shall provide for 30-days' written notice to PGandE prior to cancellation, termination, alteration, or material change of such insurance.

15.2 Additional Insurance Provisions

(a) Evidence of coverage described above in Paragraph 15.1 shall state that coverage provided is primary and is not excess to or contributing with any insurance or self-insurance maintained by PGandE.

(b) PGandE shall have the right to inspect or obtain a copy of the original policy(ies) of insurance.

(c) Seller shall furnish the required certificates\* and endorsements to PGandE prior to commencing operation.

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\* A governmental agency qualifying to maintain self-insurance should provide a statement of self-insurance.

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(d) All insurance certificates,\* endorsements cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to the following:

PACIFIC GAS AND ELECTRIC COMPANY  
Attention: Manager - Insurance Department  
77 Beale Street, Room E280  
San Francisco, CA 94106

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the last date set forth below.

David O. Harde  
\_\_\_\_\_  
(SELLER)

PACIFIC GAS AND ELECTRIC COMPANY

BY: David O. Harde

BY: [Signature]

David O. Harde  
\_\_\_\_\_  
(Type Name)

for Kenneth H. Hustad Betty L. Dean  
(Type Name)

TITLE: Owner

Sacramento Valley Region  
TITLE: Regional Energy Services Mgr.

DATE SIGNED: May 5, 1986

District Manager  
DATE SIGNED: 7/10/86

Mailing Address:  
6540 Perry Creek Road  
Somerset, CA 95684

\* A governmental agency qualifying to maintain self-insurance should provide a statement of self-insurance.