

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

OCTOBER 1982

AS-DELIVERED CAPACITY AND ENERGY
FROM
FACILITIES OF 100 KILOWATTS OR LESS

POWER PURCHASE AGREEMENT
BETWEEN
DONALD R. CHENOWETH
AND
PACIFIC GAS AND ELECTRIC COMPANY

DONALD R. CHENOWETH ("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 10333 Morgan Territory Road,
Livermore, California
and described as Make Jacobs, Model MFC D,
Serial No. 05821045, fuel or energy source wind,
and having a nameplate output rating of 10 kW, 240 volts, single phase,
60 hertz will be ready to deliver power for sale on or about
October 15, 1982.
2. PGandE shall pay Seller for as-delivered capacity and energy, on and
after the date PGandE gives its written approval for parallel operation,
at prices authorized from time to time by the California Public Utilities
Commission ("CPUC").
3. Seller shall pay for designing, installing, operating, and maintaining
the facility in accordance with all applicable laws and regulations and
shall comply with PGandE's electric Rule No. 21.
4. Seller shall deliver the as-delivered capacity and energy at the agreed
point of interconnection with PGandE's system as shown in APPENDIX A.
5. PGandE shall, at its expense, furnish and install a standard watt-hour
meter (and current transformers if required) in a meter socket and
enclosure equipment provided and installed by Seller at or near the point
of interconnection. At Seller's option and expense, PGandE shall furnish
and install a time-of-delivery meter pursuant to a separate special
facilities agreement referred to in PGandE's electric Rule No. 21.
6. Seller shall (i) maintain the facility and interconnection facilities,
except facilities installed by PGandE, in conformance with all applicable
laws and regulations, (ii) obtain any governmental authorization and
permits required for the construction and operation thereof, and
(iii) manage the facility and interconnection facilities in a safe and
prudent manner. If at any time Seller does not hold such authorizations
and permits, PGandE may refuse to accept deliveries of power hereunder.

7. (a) PGandE may enter Seller's premises (i) to inspect at any reasonable times Seller's protective devices and read or test meters, and (ii) to disconnect, without notice, the interconnection facilities if, in PGandE's opinion, a hazardous condition exists and such immediate action is necessary to protect persons, or PGandE's facilities, or other customers' facilities from damage or interference caused by Seller's facility, or lack of properly operating protective devices.
 - (b) PGandE shall not be obligated to accept or pay for and may require Seller to interrupt or reduce deliveries of as-delivered capacity and energy (i) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any of its equipment or part of its system, or (ii) if it determines that curtailment, interruption, or reduction is necessary because of emergencies, forced outages, force majeure, or compliance with prudent electrical practices.
 - (c) Whenever possible, PGandE shall give Seller reasonable notice of the possibility that interruption or reduction of deliveries under subsections (a) or (b) above, may be required.
8. Each Party as indemnitor shall save harmless and indemnify the other Party and the directors, officers, and employees of such other Party against and from any and all loss and liability for injuries to persons including employees of either Party, and damages, including property of either Party, resulting from or arising out of (i) the engineering, design, construction, maintenance, or operation of or (ii) the making of replacements, additions, or betterments to, the indemnitor's facilities. This indemnity and save harmless provision shall apply notwithstanding the active or passive negligence of the indemnitee. Neither Party shall be indemnified for liability or loss resulting from its sole negligence or willful misconduct. The indemnitor shall, on the other Party's request, defend any suit asserting a claim covered by this indemnity and shall pay all costs, including reasonable attorney fees, that may be incurred by the other Party in enforcing this indemnity.
 9. Each Party shall be responsible for protecting its facilities from possible damage by reason of the electrical disturbances or faults caused by the operation, faulty operation, or nonoperation of the other Party's facilities, and such other Party shall not be liable for any such damages so caused.
 10. This Agreement shall be in effect when signed by the Seller and PGandE for an initial term of one year and shall remain in effect thereafter month to month unless terminated by either Party on 30 (thirty) days advance written notice to the other.

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

All written notice shall be directed as follows:

to PGandE: Pacific Gas and Electric Company
Attention: Manager - Commercial Department
77 Beale Street, Room A-1461
San Francisco, CA 94106

to Seller: Donald R. Chenoweth

10333 Morgan Territory Road

Livermore, CA 94550

12. This Agreement includes the following appendix which is attached and incorporated by reference:

APPENDIX A - POINT OF INTERCONNECTION LOCATION SKETCH

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:

DONALD R. CHENOWETH
(Seller)

BY: Donald R. Chenoweth

Donald R. Chenoweth
(Type Name)

TITLE: Owner

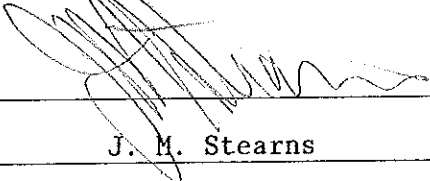
DATE SIGNED: 11/10/82

Mailing Address:

10333 Morgan Territory Road

Livermore, CA 94550

PACIFIC GAS AND ELECTRIC COMPANY

BY: 

J. M. Stearns

TITLE: Manager - Commercial Department

DATE SIGNED: DEC 29 1982

PACIFIC GAS AND ELECTRIC COMPANY

PG&E



24300 CLAWITER ROAD • HAYWARD, CALIFORNIA 94545 • (415) 783-2380
P. O. BOX 4605 • HAYWARD, CALIFORNIA 94540

R. C. KISBEY
DISTRICT MANAGER

December 16, 1982

Mr. Donald R. Chenoweth
10333 Morgan Territory Road
Livermore, CA 94550

Dear Mr. Chenoweth:

The Standard Offer #3 Power Purchase Agreement for your 10 kw wind generator, which was signed by you in November, failed to include a contract for Standby Capacity.

We request a contract to be signed for standby capacity in cases where customers are supplied, in whole or in part, with electric energy from a privately-owned source. However, your (e.g., wind-powered) generator is a form of unconventional generation that qualifies, at this time, for standby service at no charge for up to 300 kilowatts under Special Condition No. 3 of the attached rate Schedule No. S-1. Because the 10 kilowatt rating of your generator is substantially less than this, there will be no charge for standby capacity. All other applicable provisions of the rate schedule will hold. Electric service that you do take to supplement your generation will continue to be billed under the applicable tariff, currently rate Schedule No. ~~D-5XC~~. Please be aware that our rate schedules are authorized by the California Public Utilities Commission and are subject to change as the Commission may direct.

D-IXC VAC 12/16/82

If you concur with the arrangements outlined in this letter, please so indicate by signing a copy of this letter in the space indicated below and return it to us.

Sincerely,

Cyril S. Tchirkine
Industrial Power Engineer

CST:11
enclosures

DONALD R. CHENOWETH agrees to the
the above stated arrangements.

By: Donald R. Chenoweth

PAYMENT OPTION SELECTION

Pursuant to the provisions of Standard Offer #3 - Power Purchase Agreement between Donald R. Chenoweth ("Seller") and Pacific Gas and Electric Company ("PGandE"), Seller hereby elects to be paid for as-delivered capacity and energy delivered to PGandE under the payment option indicated below (check one):

- 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 a 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.

Donald R. Chenoweth
Seller's Signature