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PACIFIC GAS AND ELECTRIC COMPANY
STANDARD OFFER #1
POWER PURCHASE AGREEMENT
FOR
AS-DELIVERED CAPACITY AND ENERGY

Seller: ROBERT T. SUTER
Location: CANYON CREEK, GEORGETOWN
Nameplate Capacity: 480 KW
Energy Source: HYDRO

MAY 1984

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STANDARD OFFER #1:
AS-DELIVERED CAPACITY AND ENERGY
POWER PURCHASE AGREEMENT

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AS-DELIVERED CAPACITY AND ENERGY
POWER PURCHASE AGREEMENT
BETWEEN
ROBERT T. SUTER
AND
PACIFIC GAS AND ELECTRIC COMPANY

ROBERT T. SUTER ("Seller"),
and PACIFIC GAS AND ELECTRIC COMPANY ("PGandE"), referred to
collectively as "Parties" and individually as "Party", agree
as follows:

ARTICLE 1 QUALIFYING STATUS

Seller warrants that, at the date of first power
deliveries from Seller's Facility¹ and during the term of
agreement, its Facility shall meet the qualifying facility
requirements established as of the effective date of this
Agreement by the Federal Energy Regulatory Commission's
rules (18 Code of Federal Regulations 292) implementing the
Public Utility Regulatory Policies Act of 1978 (16 U.S.C.A.
796, et seq.).

¹ Underlining identifies those terms which are defined in Section A-1
of Appendix A.

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ARTICLE 2 PURCHASE OF POWER

(a) Seller shall sell and deliver and PGandE shall purchase and accept from the Facility having a nameplate rating of 480 kW located at CANYON CREEK, GEORGETOWN, CA

the as-delivered capacity and energy at the voltage level of 12 kV. Seller has chosen NET ENERGY OUTPUT¹ as its energy sale option. Seller may convert its energy sale option as provided in Section A-3 of Appendix A.

(b) The scheduled operation date when Seller estimates first delivery of electric energy from the Facility to PGandE is NOVEMBER 1, 1985². At the end of each calendar quarter Seller shall give to PGandE written notice of any change in the scheduled operation date.

(c) To avoid exceeding the physical limitations of the interconnection facilities, Seller shall limit the Facility's actual rate of delivery into the PGandE system to kW.³

(d) The primary energy source for the Facility is WATER.

¹ Insert either "net energy output" or "surplus energy output" to show the energy sale option selected by Seller.

² Seller shall complete this section within 30 days after notification by PGandE that transmission capacity is available for the Facility.

³ To be completed upon completion of a detailed interconnection study performed by PGandE at Seller's expense.

1 (e) If Seller does not begin construction of its
2 Facility by _____¹, PGandE may reallocate the
3 existing capacity [Date] on PGandE's transmission and/or
4 distribution system which would have been used to
5 accommodate Seller's power deliveries to other uses. In the
6 event of such reallocation, Seller shall pay PGandE for the
7 cost of any upgrades or additions to PGandE's system
8 necessary to accommodate the output from the Facility. Such
9 additional facilities shall be installed, owned, and
10 maintained in accordance with the applicable PGandE tariff.

11
12 (f) The transformer loss adjustment factor is 2%².

13
14 ARTICLE 3 PURCHASE PRICE

15
16 PGandE shall pay Seller for as-delivered capacity at
17 prices authorized from time to time by the CPUC and which
18 are derived from PGandE's full avoided costs as approved by
19 the CPUC. PGandE shall pay Seller for energy at prices
20 equal to PGandE's full short run avoided operating costs as
21 approved by the CPUC. PGandE's current as-delivered
22 capacity price calculation is shown in Appendix C. PGandE's
23 current energy price calculation is shown in Table A,
24 Appendix B.

25 ¹ Seller shall complete this section within 30 days after notification
26 by PGandE that transmission capacity is available for the Facility.

27 ² If Seller chooses to have meters placed on Seller's side of the
28 transformer, an estimated transformer loss adjustment factor of
2 percent, unless the Parties agree otherwise, will be applied.
This estimated transformer loss figure will be adjusted to a
measurement of actual transformer losses performed at Seller's
request and expense.

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ARTICLE 4 NOTICES

All written notices shall be directed as follows:

to PGandE: Pacific Gas and Electric Company
Attention: Vice President -
Electric Operations
77 Beale Street
San Francisco, CA 94106

to Seller: _____
ROBERT T. SUTER

ARTICLE 5 DESIGNATED SWITCHING CENTER

The designated PGandE switching center shall be unless changed by PGandE:

WISE POWERHOUSE

(Name)

AUBURN

(Location)

(916) 885-2431

(Phone number)

ARTICLE 6 TERMS AND CONDITIONS

This Agreement includes the following appendices which are attached and incorporated by reference:

Appendix A - GENERAL TERMS AND CONDITIONS

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- Appendix B - ENERGY PRICES
- Appendix C - AS-DELIVERED CAPACITY PRICES
- Appendix D - INTERCONNECTION

ARTICLE 7 TERM OF AGREEMENT

This Agreement shall become effective on the date of execution by the Parties and shall remain in effect until terminated by Seller.

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

ROBERT T. SUTER
(SELLER)

PACIFIC GAS AND ELECTRIC COMPANY

BY: *Robert T. Suter*

BY: *W.B. Clinch*

ROBERT T. SUTER
(Type Name)

W. B. CLINCH
(Type Name)

TITLE: OWNER

TITLE: MANAGER, COMMERCIAL DEPARTMENT

DATE SIGNED: 10-18-84

DATE SIGNED: 6-4-85