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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

MAY 1984

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AS-DELIVERED CAPACITY AND ENERGY
FROM
FACILITIES OF 100 KILOWATTS OR LESS
POWER PURCHASE AGREEMENT
BETWEEN

AND

PACIFIC GAS AND ELECTRIC COMPANY

JAMES CRANE ("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 2 Miles West
of Hwy 32 and Nopel Avenue via Harris Wagon Road
and described as Make Westinghouse,
Model 7.5 HP, Serial No. 1109116, fuel
or energy source Hydro, and
having a nameplate output rating of 2.5 kw, 230 volts,
phase, 60 hertz will be ready to deliver power for
sale on or about March 1, 1991. Seller has
chosen to sell PGandE surplus energy output.*

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

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

3
4 Option No. 1: Seller elects to have the value of
5 the purchased power credited to its monthly bill from
6 PGandE for electric service in the next billing period
7 (assumes electric service account).

8
9 Option No. 2: Seller elects to receive payment
10 check within approximately 30 days of the meter reading
11 date if the value of the purchased power is at least
12 \$50, and if less, to have the value of the purchased
13 power credited to its monthly bill from PGandE for
14 electric service in the next billing period.

15
16 Seller has selected Option No. 2.

17
18 3. On and after the date PGandE gives its written approval
19 for parallel operation, PGandE shall pay Seller for
20 as-delivered capacity at prices authorized from time to
21 time by the California Public Utilities Commission
22 (CPUC) and which are derived from PGandE's full avoided
23 costs as approved by the CPUC. PGandE shall pay Seller
24 and for energy at prices equal to PGandE's full short
25 run avoided operating costs as approved by the CPUC.

26
27 4. Seller shall pay for designing, installing, operating,
28 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

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

8. (a) PGandE may enter Seller's premises (1) to inspect at any reasonable times Seller's protective devices and read or test meters, and (2) 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 (1) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any of its equipment or part of its system, or (2) 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 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

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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.

12. 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.

13. 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 notices shall be directed as follows:

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

To Seller: James Crane

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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.

* 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.

* 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.

JAMES CRANE
(SELLER)

PACIFIC GAS AND ELECTRIC COMPANY

BY: *James Crane*
JAMES CRANE
(Type Name)

BY: *[Signature]*
ROY M. KUGA
(Type Name)

TITLE: OWNER

TITLE: MANAGER, QF CONTRACTS

DATE SIGNED: February 1, 1991

DATE SIGNED: MAR 27 1991

Mailing Address:
[Redacted]
[Redacted]

Pete Aubrey 3-28-91
RECEIVED 10 10 1991

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

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APPENDIX A

INTERCONNECTION

(a) Interconnection Tariffs

(The applicable tariffs in effect at the time of execution of this Agreement shall be attached.)

(b) Point of Delivery Location Sketch