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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

1 AS-DELIVERED CAPACITY AND ENERGY
2 FROM
3 FACILITIES OF 100 KILOWATTS OR LESS
4 POWER PURCHASE AGREEMENT

5 BETWEEN

6 John Neerhout, Jr.

7 AND

8 PACIFIC GAS AND ELECTRIC COMPANY
9
10
11

12 John Neerhout, Jr. ("Seller"),
13 and PACIFIC GAS AND ELECTRIC COMPANY ("PGandE"), referred to
14 collectively as "Parties" and individually as "Party", agree
15 as follows:
16

- 17 1. Seller states that its facility located at the Yellowjacket
18 Electric Power Project, Highway 128, Calistoga, California 94515
19 and described as Make General Electric,
20 Model (Later), Serial No. (Later), fuel
21 or energy source water hydroturbine, and
22 having a nameplate output rating of 85 kW, 480 volts,
23 3 phase, 60 hertz will be ready to deliver power for
24 sale on or about March 31, 1987. Seller has
25 chosen to sell PGandE net energy output.*
26

27 * Insert either "net energy output" or "surplus energy output" to
28 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

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.

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9. 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 (a) the engineering, design, construction, maintenance, or operation of or (b) 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.

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

11. Each Party shall be responsible for protecting its facilities from possible damage by reason of the 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: John Neerhout, Jr.
27 Bechtel Group, Inc.
28 P.O. Box 3965
San Francisco, CA 94119

1 14. This Agreement includes the following appendix which is
2 attached and incorporated by reference:

3
4 Appendix A - INTERCONNECTION

5
6 15. Insurance

7
8 15.1 General Liability Coverage

9
10 (a) Seller shall maintain during the performance
11 hereof, General Liability Insurance* of not less
12 than \$500,000 if the nameplate rating of Seller's
13 facility is over 20 kW to 100 kW or \$100,000 if
14 the nameplate rating of Seller's facility is 20 kW
15 or below of combined single limit or equivalent
16 for bodily injury, personal injury, and property
17 damage as the result of any one occurrence.

18
19 (b) General Liability Insurance shall include coverage
20 for Premises-Operations, Owners and Contractors
21 Protective, Products/Completed Operations Hazard,
22 Explosion, Collapse, Underground, Contractual
23 Liability, and Broad Form Property Damage
24 including Completed Operations.

25
26
27 * Governmental agencies which have an established record of
28 self-insurance may provide the required coverage through
self-insurance.

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

5
6 15.2 Additional Insurance Provisions

7
8 (a) Evidence of coverage described above in
9 Paragraph 15.1 shall state that coverage provided
10 is primary and is not excess to or contributing
11 with any insurance or self-insurance maintained by
12 PGandE.

13
14 (b) PGandE shall have the right to inspect or obtain a
15 copy of the original policy(ies) of insurance.

16
17 (c) Seller shall furnish the required certificates*
18 and endorsements to PGandE prior to commencing
19 operation.

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

APPENDIX A

INTERCONNECTION

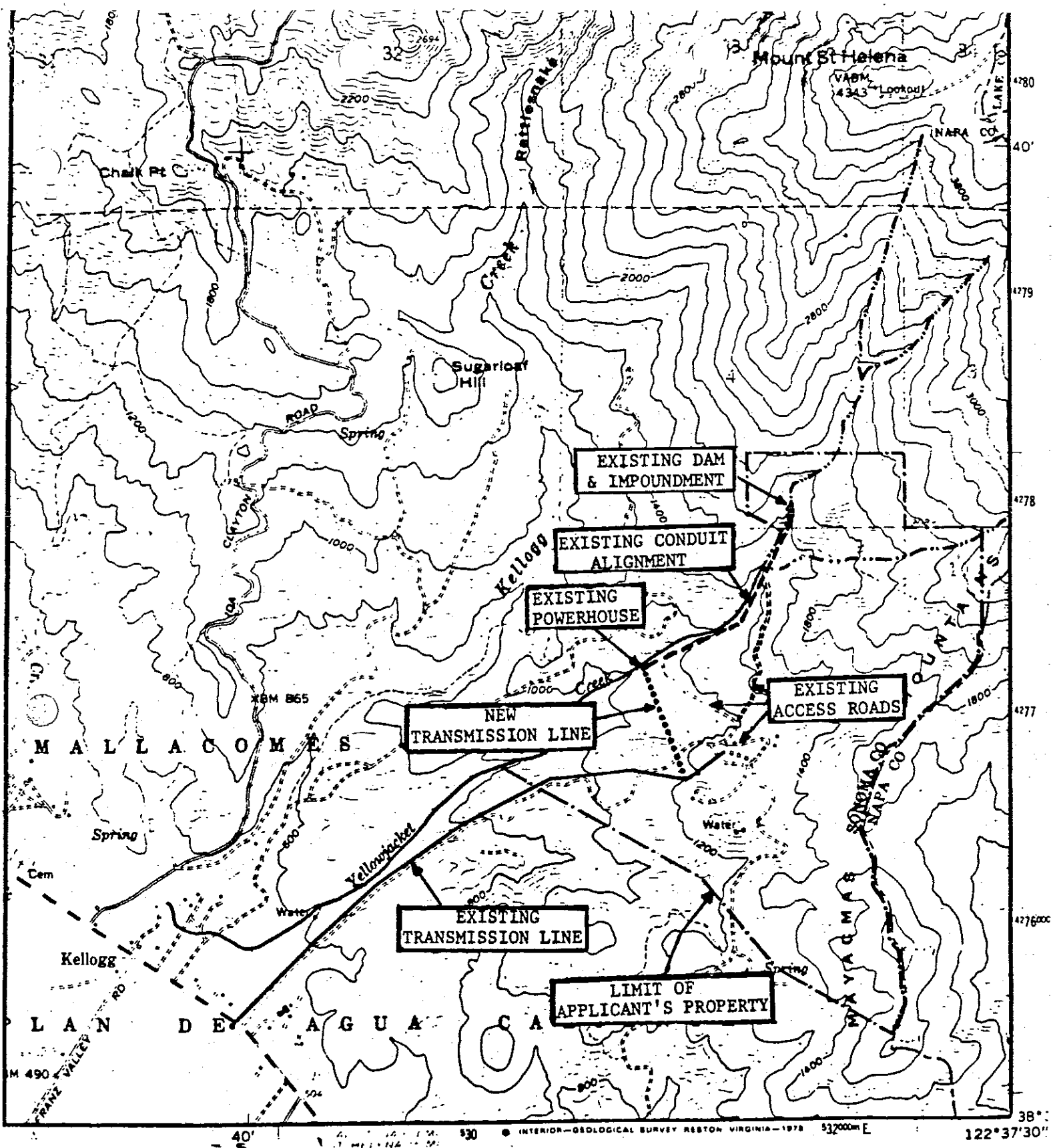
(a) Interconnection Tariffs

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

(b) Point of Delivery Location Sketch

See Figure 1 and Figure 2 attached.

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SCALE 1:24 000
 CONTOUR INTERVAL 40 FEET

ROAD CLASSIFICATION
 Medium-duty ——— Light-duty ———
 Unimproved dirt - - - - -

State Route

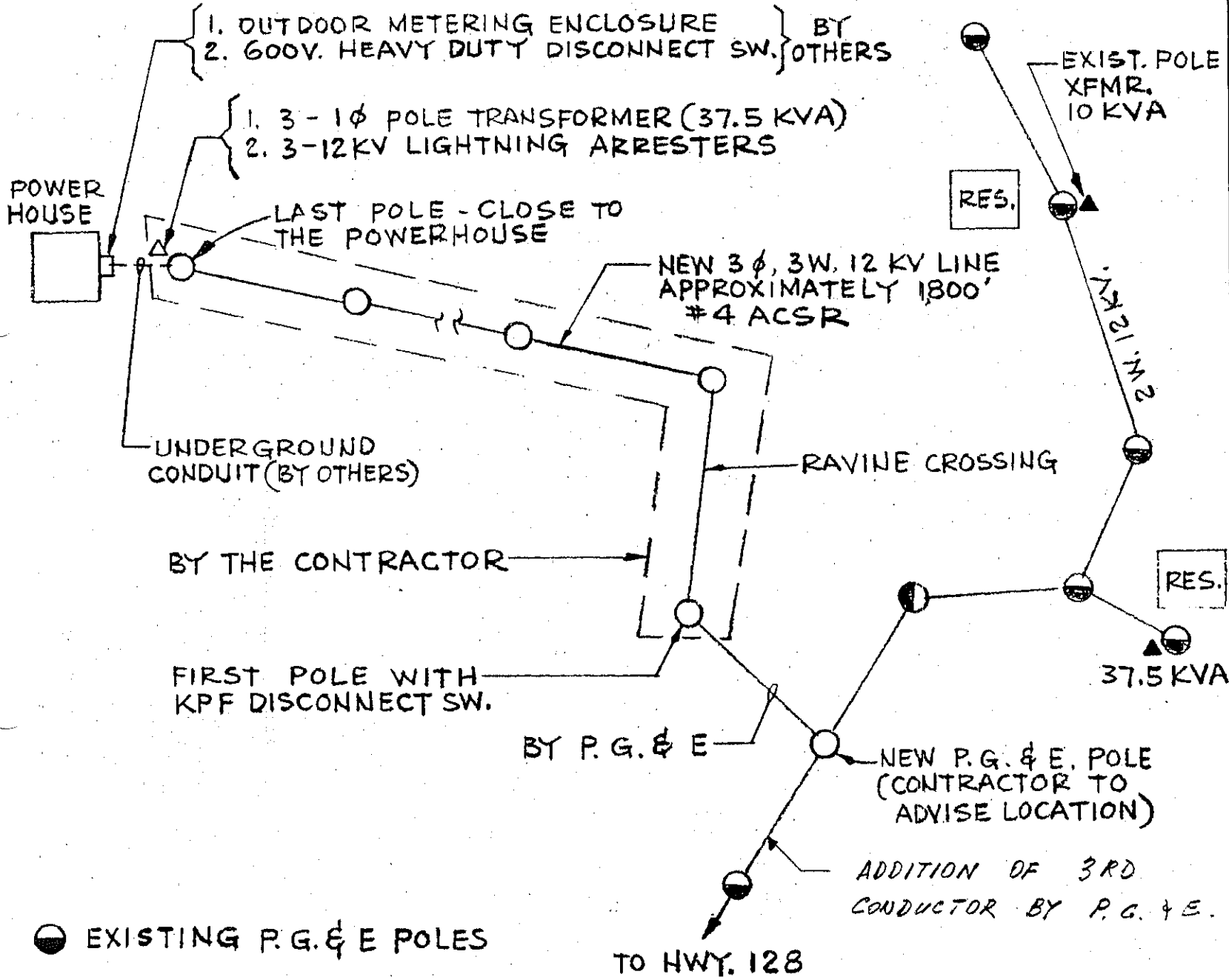



QUADRANGLE LOCATION

FIGURE G-1
 GENERAL PLAN

MOUNT ST. HELENA, CALIF.
 N3837.5—W12237.5/7.5

FIG. NO. 1



SCALE	NO.	DATE	DESIGNED			REVISIONS			DRAWN	BY	CHK	DESIGN SUPV CHIEF ENGR	ENGR	PROJ ENGR	APPR	REV.
			ORIGIN			DRAWING NO.										
																
YELLOW JACKET 12 KV, 3φ, 3W. LINE																
FIG. NO. 2																

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