

1 [Delegate authority to execute Solar Plant Generating Facility Interconnection Agreements.]

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3 **Ordinance authorizing the General Manager of the San Francisco Public Utilities**
4 **Commission to execute a Generating Facility Interconnection Agreement (GFIA), and**
5 **Export Addendum, with Pacific Gas and Electric Company for solar projects on City**
6 **property without seeking prior Board of Supervisors' authorization pursuant to Charter**
7 **Section 9.118 for each GFIA, subject to limitations on the terms of the GFIA.**

8 Note: Additions are *single-underline italics Times New Roman*;
9 deletions are *strikethrough italics Times New Roman*.
10 Board amendment additions are double underlined.
Board amendment deletions are ~~strikethrough normal~~.

11 Be it ordained by the People of the City and County of San Francisco:

12 Section 1. This Board of Supervisors finds that it is in the interest of the City and
13 County of San Francisco (City) to promote the development of renewable energy facilities by
14 streamlining the approval process by pre-authorizing the approval of Generating Facility
15 Interconnection Agreements, and Export Addendum when required, for solar plant projects on
16 City owned property.

17 Section 2. The General Manager of the San Francisco Public Utilities Commission
18 (SFPUC) is hereby authorized to enter into a Generating Facility Interconnection Agreement
19 (GFIA) for photovoltaic (solar) projects on property owned by the City with Pacific Gas and
20 Electric Company PG&E) without seeking prior approval by this Board of Supervisors in the
21 exercise of authority pursuant to Charter Section 9.118, provided that the GFIA meets the
22 following terms and conditions:

23 (a) The GFIA is in a form approved by the California Public Utilities Commission; and
24 (b) The GFIA provisions with respect to Limitations of Liability are in substantially the
25 form as follows: "Each Party's liability to the other Party for any loss, cost, claim, injury,

1 liability, or expense, including reasonable attorney's fees, relating to or arising from any act or
2 omission in its performance of this agreement, shall be limited to the amount of direct damage
3 actually incurred. In no event shall either Party be liable to the other Party for any indirect,
4 special, consequential, or punitive damages of any kind whatsoever," and any modification to
5 this term is approved by the City Attorney and does not increase the liability of the City; and

6 (c) The GFIA term may be of indefinite duration, provided that the SFPUC has the
7 authority to terminate the agreement on no less than sixty (60) days notice.

8 Section 3. The General Manager of the SFPUC is hereby authorized to enter into
9 Export Addendum to the GFIA, when required by PG&E, of like term with the GFIA, which
10 Addendum provides for the uncompensated and unscheduled flow of electrical energy from
11 the City's Generating Facility onto PG&E's Distribution System, which Export is solely for
12 City's operating convenience.

13 APPROVED AS TO FORM:
14 DENNIS J. HERRERA, City Attorney

15 By: _____
16 ATTORNEY'S NAME
17 Deputy City Attorney

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