



Electric Sample Form No. 79-992
Customer Generation Agreement
(Third Party Generator on Premises Non-Exporting)

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Please Refer to Attached
Sample Form

Advice Letter No: 4110-E
Decision No. 12-09-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed September 20, 2012
Effective September 20, 2012
Resolution No. _____



WE DELIVER ENERGY. SM

CUSTOMER GENERATION AGREEMENT
(3rd PARTY GENERATOR ON PREMISES,
NON-EXPORTING)

This Customer Generation Agreement (3rd Party Generator on Premises, Non-Exporting) (Agreement) is entered into by and between City & County Of San Francisco, a Company (PG&E), a California Corporation. Customer and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE, PURPOSE, AND RELATED AGREEMENTS

This Agreement, in conjunction with the Generating Facility Interconnection Agreement (3rd Party Non-Exporting) (Form 79-988), identified in Section 2.2 and attached as Appendix A, allows the Producer (as identified in Section 2.2) to utilize Customer's electrical facilities to interconnect and operate the Generating Facility in parallel with PG&E's Distribution System. The purpose of the Generating Facility is to serve the Customer's electrical loads at the location identified in Section 2.1.

2. SUMMARY AND DESCRIPTION OF THE PARTIES AND LOCATION OF GENERATING FACILITY

2.1 The name and address used by PG&E to locate the Customer or electric service account where the Generating Facility interconnects with PG&E's Distribution System is:

City & County Of San Francisco
Pier 1
San Francisco, CA 94111

2.2 The Generating Facility shall be Interconnected with PG&E's Distribution System pursuant to the Generating Facility Interconnection Agreement (3rd Party Non-Exporting) between PG&E and City & County Of San Francisco, its successors or assigns (Producer) dated (Producer Agreement).

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2.3 Producer's contact information:

Prologis LP

3353 Gateway Blvd

Fremont, CA 94538

3. CUSTOMER ACKNOWLEDGEMENTS AND OBLIGATIONS

- 3.1 Customer acknowledges that it has authorized the Generating Facility to be installed and operated by Producer in accordance with PG&E's Electric Rule 21 on or adjacent to Customer's premises. Such Generating Facility shall be used to serve all or a portion of Customer's electrical loads associated with the electric service provided by PG&E at the location identified in Section 2.1, above, and any other purpose permitted under the *Producer Agreement*. Customer shall be solely responsible for the terms of any agreement between it and Producer.
- 3.2 Customer shall be solely responsible for any charges incurred under PG&E's electric service tariffs for the services provided to Customer by PG&E. Customer acknowledges that it is the sole end-use consumer of such tariffed services. This Agreement does not constitute an agreement by PG&E to provide any tariffed service to Producer.
- 3.3 Customer acknowledges the Generating Facility shall be operated in compliance with all PG&E tariffs, including but not limited to PG&E's Electric Rule 21, and any other regulations and laws governing the interconnection of the Generating Facility. Customer further acknowledges that it has been made aware of the charges and conditions related to the operation of the Generating Facility including, but not limited to Standby Tariff, Preliminary Statement "BB" Non-Bypassable Charges Tariff, and Electric Rule 2, and that the performance or lack of performance of the Generating Facility may affect the rates and charges billed by PG&E for the electric power delivered to Customer. Copies of such tariffs are available at www.PGE.com or by request to PG&E.
- 3.4 Any amounts to be paid, or refunded to, PG&E for the services received by Customer as a result of the Producer failing to operate the Generating Facility in accordance with the terms of the representations and warranties made under the *Producer Agreement* shall be paid to PG&E in accordance with PG&E's electric tariffs.
- 3.5 Customer shall make the Generating Facility reasonably accessible to PG&E's personnel, contractors or agents to perform PG&E's duties under Electric Rule 21.

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4. TERMS AND TERMINATION

- 4.1 This Agreement shall become effective as of the last date entered in Section 13 below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:
- (a) The Parties agree in writing to terminate the Agreement.
 - (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the Customer's electric service account through which the Generating Facility is interconnected to PG&E's Distribution System is closed or terminated.
 - (c) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the 31st day following the date the *Producer Agreement* is terminated, unless the responsibility for such *Producer Agreement* is assigned to or replaced by a subsequent Producer. The Parties shall cooperate in obtaining an assignment or replacement agreement.
 - (d) At 12:01 A.M. on the 61st day after Customer or PG&E provides written Notice pursuant to Section 6 below to the other Party of the Customer or PG&E's intent to terminate this Agreement.
- 4.2 Customer may elect to terminate this Agreement pursuant to the terms of Section 4.1(d) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 4.1(d) for one or more of the following reasons:
- (a) A change in PG&E's applicable tariffs, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,
 - (b) Unless otherwise agreed in writing by the Parties, Customer fails to take all corrective actions specified in PG&E's Notice provided in accordance with Section 6 that Customer is out of compliance with the terms of this Agreement within the time frame set forth in such Notice.

5. LIMITATION OF LIABILITY

- 5.1 Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement shall be limited to the amount of direct

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damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

- 5.2 PG&E shall not be liable to Customer in any manner, whether in tort or contract or under any other theory, for loss or damages of any kind sustained by Customer resulting from termination of the *Producer Agreement* between Producer and PG&E, provided such termination is consistent with the terms of the *Producer Agreement*.

6. NOTICES

- 6.1 Any written notice, demand, or request required or authorized in connection with this Agreement (“Notice”) shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:

If to PG&E: Pacific Gas and Electric Company
Attention: Generation Interconnection Services- Contract
Management
245 Market Street
Mail Code N7L
San Francisco, California 94105-1702

If to Customer: City & County Of San Francisco
Attention: _____
Address: 3353 Gateway Blvd
City: Fremont, CA 94538
Phone: (650) 618-1920
FAX: (_____) _____

- 6.2 A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 6.1.
- 6.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party’s Notice to the other.

7. RELEASE OF DATA

Customer authorizes PG&E to release to the California Energy Commission (CEC) and/or the California Public Utilities Commission (Commission) information regarding the Generating Facility, including Customer’s name and location, and the size, location and operational characteristics of the Generating Facility, as may be requested from time to time pursuant to the CEC’s or Commission’s rules and regulations.

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8. ASSIGNMENT

Customer shall not voluntarily assign its rights nor delegate its duties under this Agreement without PG&E's written consent. Any assignment or delegation Customer makes without PG&E's written consent shall not be valid. PG&E shall not unreasonably withhold its consent to Customer's assignment of this Agreement.

9. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

10. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E's TARIFFS, DEFINED TERMS

10.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.

10.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.

10.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the tariffs applicable to the electric service provided by PG&E. Copies of such tariffs are available at www.PGE.com or by request to PG&E and are incorporated into this Agreement by this reference.

10.4 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in tariffs, rates, charges, classification, service, or any agreement relating thereto.

10.5 When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement or in PG&E's Rule 1 or Electric Rule 21 Section C. If any term is defined in both Rule 1 and Electric Rule 21, the definition in Electric Rule 21 shall prevail.

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11. AMENDMENTS AND MODIFICATION

This Agreement can only be amended or modified by a written agreement signed by both Parties. PG&E shall determine in its sole discretion whether prior commission approval is required for such amendments or modifications.

12. ENTIRE AGREEMENT

This Agreement, and the *Producer Agreement*, including any incorporated tariffs, contain the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement, the *Producer Agreement*, or in the incorporated tariffs.

13. SIGNATURES

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

PACIFIC GAS AND ELECTRIC COMPANY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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APPENDIX A

Generating Facility Interconnection Agreement
(3rd Party Non-Exporting)

BETWEEN

PRODUCER AND PACIFIC GAS AND ELECTRIC COMPANY