



**Pacific Gas and
Electric Company®**

**Electric Generation
Interconnection (EGI)**

Mail Code N7L
P.O. Box 770000
San Francisco, CA 94177

June 20, 2017

CCSF - Queue # 1350-RD
525 Golden Gate Ave. 7th floor
SAN FRANCISCO, CA 94102

Subject: Permission to Parallel Generating Facility

On 06/20/2017 the generating system at 2055 SILVER AVE SAN FRANCISCO, California successfully passed final inspection as witnessed by Pacific Gas and Electric Company (PG&E). The approved generating equipment consists of:

Inverters: 3 each Fronius USA Fronius CL 44.4 Delta (208V)
PV Modules: 520 each Suniva OPT270-60-4-100

This letter constitutes "express written permission" to operate the above-referenced generator in parallel with PG&E's distribution system. "Express written permission" is required under PG&E's Electric Rule 21 and your Interconnection Agreement with PG&E.

PG&E's authorization for you to operate your facility is subject to all the terms and conditions of Rule 21, your Generating Facility Interconnection Agreement, and any other applicable rules, tariffs, laws and regulations. These include, but are not limited to, the following:

1. Pursuant to Rule 21, section B.5, PG&E's authorization to operate "shall not be construed as confirming or endorsing your design or as warranting the Generating and/or Interconnection Facilities' safety, durability, or reliability . . . [and] PG&E shall not . . . be responsible for the strength, adequacy, or capacity of such equipment."
2. You are also responsible to notify PG&E if you make material changes to your generating apparatus or equipment. This permission to parallel does not extend to any such materially changed generating facilities and applies only to the facilities described in your application for interconnection and your Generating Facility Interconnection Agreement.

I am available if you have questions or require additional information. I can be reached at (415)972-7051.

Sincerely,

Josh Glidden
Sr. Interconnection Manager
Pacific Gas and Electric
Electric Generation Interconnection

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2017 JUN 21 AM 9:50
BY [Signature]



**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 Government Agency (Customer), and Pacific Gas and Electric 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 - Willie Brown Middle School

2055 Silver Avenue

San Francisco, CA 94124

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 San Francisco Unified School District its successors or assigns (Producer) dated _____ (Producer Agreement).



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2.3 Producer's contact information:

San Francisco Unified School District
Attn: David Goldin, Chief Facilities Officer
135 Van Ness Avenue, 2nd Floor
San Francisco, CA 94102
Tel. No.: (415) 241-4308
Email: goldind@sfusd.edu

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.



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- 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.

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.



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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 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: [Contact information to be supplied]

If to Customer:

San Francisco Public Utilities Commission
Attn: Barbara Hale, Assistant General Manager for Power
525 Golden Gate Avenue, 13th Floor
San Francisco CA, 94102
Tel. No.: (415) 554-2483
Email: BHale@sfgwater.org

- 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.



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NON-EXPORTING)**

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.

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.



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NON-EXPORTING)**

- 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.

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.



Pacific Gas and Electric Company

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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.

City and County of San Francisco,
acting by and through its
Public Utilities Commission ("SFPUC")

PACIFIC GAS AND ELECTRIC COMPANY

(Company Name)

Harlan L. Kelly Jr.

(Signature)

[Handwritten Signature]

(Signature)

Harlan L. Kelly Jr.

BRANDON TRAW

(Print Name)

(Print Name)

General Manager, SFPUC

SUPERVISOR

(Title)

(Title)

12/12/16

6/20/2017

(Date)

(Date)



Pacific Gas and Electric Company
San Francisco, California
U 39

Revised
Revised
Cancelling

Cal. P.U.C. Sheet No.
35464-E

Cal. P.U.C. Sheet No.
32040-E

35464-E
32040-E

Electric Sample Form No. 79-988
Generating Facility Interconnection Agreement (Third Party Non-Exporting)

**Please Refer to Attached
Sample Form**

Advice Letter No: 4674-E
Decision No.

Issued by
Steven Mainight
Senior Vice President
Regulatory Affairs

Date Filed July 24, 2015
Effective August 23, 2015
Resolution No. _____



Pacific Gas and
Electric Company

**GENERATING FACILITY
INTERCONNECTION AGREEMENT
3rd PARTY NON-EXPORTING**

This *Generating Facility Interconnection Agreement (3rd Party Non-Exporting)* (Agreement) is entered into by and between San Francisco Unified School District a K-12 School District (Producer), and Pacific Gas and Electric Company (PG&E), a California corporation. Producer 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 AGREEMENT

- 1.1 This Agreement, in conjunction with the *Customer Generation Agreement (3rd Party Generator on Premises, Non-Exporting)* (Form 79-992) identified in Section 1.2 and attached as Appendix E, provides for Producer to interconnect and operate a Generating Facility in parallel with PG&E's Distribution System to serve the electrical loads at the location identified in Section 2.2. This Agreement does not provide for Producer to deliver electric power to PG&E's Distribution System, nor does this Agreement constitute an agreement by PG&E to provide retail electrical service to Producer. Such arrangements must be made separately between PG&E and Producer.
- 1.2 The Generating Facility shall be interconnected with PG&E's Distribution System consistent with, and pursuant to, the *Customer Generation Agreement (3rd Party Generator on Premises, Non-Exporting)* between PG&E and City & County Of San Francisco (Customer) its successors or assigns dated _____ (*Customer Agreement*).

2. SUMMARY AND DESCRIPTION OF PRODUCER'S GENERATING FACILITY

- 2.1 A description of the Generating Facility, including a summary of its significant components and a single-line diagram showing the general arrangement of how Producer's Generating Facility and Customer's loads are interconnected with PG&E's Distribution System, are attached to and made a part of this Agreement.
- 2.2 Name and address used by PG&E to locate the Customer's Electric Service Account(s) used to interconnect the Generating Facility with PG&E's Distribution System:

City & County Of San Francisco
2055 Silver Avenue
San Francisco, CA 94124



**GENERATING FACILITY
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- 2.3 The Gross Nameplate Rating of the Generating Facility is 133.2 kW.
- 2.4 The Net Nameplate Rating of the Generating Facility is 118.08 kW.
- 2.5 The annual energy production of the Generating Facility is expected to be 20,000 kWh.
- 2.6 The Generating Facility's expected date of Initial Operation is 08/01/2015. The expected date of Initial Operation shall be within two years of the date of this Agreement.
- 2.7 For the purpose of securing certain tariff charge exemptions available under the California Public Utilities Code (PU Code), Producer hereby declares that the Generating Facility:
- (a) does / does not meet the requirements for Cogeneration as such term is used in Section 216.6 of the PU Code.
- (b) does / does not meet the requirements for Distributed Energy Resource Generation as such term is used in Section 353.1 of the PU Code.

3. DOCUMENTS INCLUDED

This Agreement includes the following exhibits, which are specifically incorporated herein and made a part of this Agreement.

Appendix A - Description of Generating Facility and Single-Line Diagram (Supplied by Producer).

Appendix B - A Copy of PG&E's Agreement for Installation of Allocation of Special Facilities for Parallel Operation of Nonutility-Owned Generation and/or Electrical Standby Service (Form 79-280, Special Facility Agreement) (If applicable, and formed by the parties).

Appendix C - Producer's warranty that the Generating Facility meets the requirements for a Cogeneration facility pursuant to Section 216.6 of the Public Utilities Code (when applicable).

Appendix D - Producer's warranty that the Generating Facility meets the requirements for Distributed Energy Resources Generation as defined in Section 353.1 of the Public Utilities Code (When applicable).

Appendix E - Customer Generation Agreement (3rd Party Generator on Premises, Non-Exporting) (Form 79-992).

4. TERM AND TERMINATION



**GENERATING FACILITY
INTERCONNECTION AGREEMENT
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- 4.1 This Agreement shall become effective as of the last date entered in Section 16 of this Agreement. 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 31st day following the date the *Customer Agreement* is terminated unless such *Customer Agreement* is assigned to another party or replaced by a subsequent agreement. The Parties shall cooperate in obtaining an assignment or replacement agreement.
 - (c) At 12:01 A.M. on the 61st day after Producer or PG&E provides written Notice pursuant to Section 9 of this Agreement to the other Party of Producer or PG&E's intent to terminate this Agreement.
- 4.2 Producer may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for one or more of the following reasons:
- (a) A change in 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, Producer fails to take all corrective actions specified in PG&E's Notice that Producer's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
 - (c) Producer fails to interconnect and operate the Generating Facility per the terms of this Agreement prior to 120 days after the date set forth in Section 2.6 of this Agreement as the Generating Facility's expected date of Initial Operation; or,
 - (d) Producer abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is non-operational and Producer does not provide a substantive response to PG&E's Notice of its intent to terminate this Agreement as a result of Producer's apparent abandonment of the Generating Facility affirming Producer's intent and ability to continue to operate the Generating Facility.
- 4.3 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file an application to terminate this Agreement with the Commission pursuant to the Commission's rules and regulations.



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4.4 Any agreements attached to and Incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

5. GENERATING FACILITY OPERATION

5.1 Producer is responsible for operating the Generating Facility in compliance with all of PG&E's 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.

5.2 The electric power produced by Producer's Generating Facility shall be used solely to serve electrical loads connected to the electric service account that PG&E uses to interconnect Producer's Generating Facility. Producer shall not use the Generating Facility to serve electrical loads that will cause Producer to be considered an "electrical corporation" as such term is used in Section 218 of the PU Code.

5.3 Producer shall regulate the electric power output of Producer's Generating Facility so as to prevent the flow of electric energy from the Generating Facility to PG&E's electric system. Unless otherwise agreed upon in writing by the Parties, this Agreement does not provide for, nor otherwise require PG&E to receive, purchase, transmit, distribute, or store the electrical power produced by Producer's Generating Facility.

5.4 The Generating Facility shall be operated with all of Producer's Protective Functions in service whenever the Generating Facility is operated in parallel with PG&E's Distribution System. Any deviation from these requirements may occur only when the Parties have agreed to such deviations in writing.

5.5 Producer shall not operate the Generating Facility in parallel with PG&E's Distribution System unless the *Customer Agreement* is in effect. If the *Customer Agreement* identified in Section 1.2 is terminated, Producer agrees to cease operating the Generating Facility in parallel with PG&E's Distribution System.

6. INTERCONNECTION FACILITIES

6.1 Producer and/or PG&E, as appropriate, shall provide Interconnection Facilities that adequately protect PG&E's Distribution System, personnel, and other persons from damage or injury which may be caused by the operation of Producer's Generating Facility.

6.2 Producer shall be solely responsible for the costs, design, purchase, construction, operation, and maintenance of the Interconnection Facilities that Producer owns.



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6.3 If the provisions of PG&E's Electric Rule 21, or any other tariff approved by the Commission, require PG&E to own and operate a portion of the Interconnection Facilities, Producer and PG&E shall promptly execute an agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This agreement shall be attached to and made a part of this Agreement as Appendix B.

7. LIMITATION OF LIABILITY

7.1 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 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.

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

8. INSURANCE

8.1 In connection with Producer's performance of its duties and obligations under this Agreement, Producer shall maintain, during the term of this Agreement, general liability insurance with a combined single limit of not less than:

- (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than one hundred (100) kW;
- (b) One million dollars (\$1,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; and
- (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is twenty (20) kW or less.
- (d) Two hundred thousand dollars (\$200,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is ten (10) kW or less and Producer's Generating Facility is connected to an account receiving residential service from PG&E.

Such general liability insurance shall include coverage for "Premises-Operations, Owners and Contractors Protective, Products/Completed Operations Hazard, Explosion, Collapse, Underground, Contractual Liability,



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and Broad Form Property Damage Including Completed Operations."

- 8.2 The general liability insurance required in Section 8.1 shall, by endorsement to the policy or policies, (a) include PG&E as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that PG&E shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide for thirty (30) calendar days' written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.
- 8.3 If Producer's Generating Facility is connected to an account receiving residential service from PG&E and the requirement of Section 8.2(a) prevents Producer from obtaining the insurance required in Section 8.1, then upon Producer's written Notice to PG&E in accordance with Section 9.1, the requirements of Section 8.2(a) shall be waived.
- 8.4 Evidence of the insurance required in Section 8.2 shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.
- 8.5 Producer agrees to furnish the required certificates and endorsements to PG&E prior to Initial Operation. PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.
- 8.6 If Producer is self-insured with an established record of self-insurance, Producer may comply with the following in lieu of Sections 8.1 through 8.4:
- (a) Producer shall provide to PG&E, at least thirty (30) calendar days prior to the date of Initial Operation, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required under Section 8.1.
 - (b) If Producer ceases to self-insure to the level required hereunder, or if Producer is unable to provide continuing evidence of Producer's ability to self-insure, Producer agrees to immediately obtain the coverage required under Section 8.1.



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- 8.7 All insurance certificates, statements of self insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted via email or fax to the following:

Pacific Gas and Electric Company
c/o EXIGIS LLC
support@exigis.com
Fax: 646-755-3327

9. NOTICES

- 9.1 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: [Contact information to be supplied]

If to Producer: [Contact information to be supplied]

Nikolai Kaestner
Director of Sustainability
135 Van Ness Rm 215A
San Francisco CA 94103

- 9.2 A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 9.1.
- 9.3 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.

10. REVIEW OF RECORDS AND DATA

- 10.1 PG&E shall have the right to review and obtain copies of Producer's operations and maintenance records, logs, or other information such as, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Producer's Generating Facility or its interconnection with PG&E's Distribution System.



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Producer 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 the Producer's name and location, and the size, location and operational characteristics of the generating facility, as requested from time to time pursuant to the CEC's or Commission's rules and regulations.

11. ASSIGNMENT

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

12. 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.

13. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E's TARIFF SCHEDULES, DEFINED TERMS

- 13.1 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.
- 13.2 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.
- 13.3 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.
- 13.4 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.
- 13.5 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



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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.

14. AMENDMENTS AND MODIFICATION

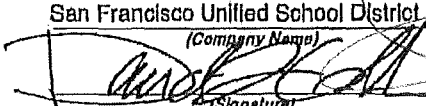

This Agreement can only be amended or modified by a written agreement signed by both Parties. PG&E shall determine in its sole discretion whether prior commission approval is required for such amendments or modifications.

15. ENTIRE AGREEMENT

This Agreement and the *Customer Agreement* referenced in Section 1.2, including any incorporated tariffs, contains 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 *Customer Agreement* or in the incorporated tariffs.

16. 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.

San Francisco Unified School District <i>(Company Name)</i>	PACIFIC GAS AND ELECTRIC COMPANY
 <i>(Signature)</i>	 <i>(Signature)</i>
David Goldin <i>(Print Name)</i>	BRATTIN THER <i>(Print Name)</i>
Chief Facilities Officer <i>(Title)</i>	SUPERVISOR <i>(Title)</i>
11/30/2016 <i>(Date)</i>	6/20/2017 <i>(Date)</i>



**GENERATING FACILITY
INTERCONNECTION AGREEMENT
3rd PARTY NON-EXPORTING**

APPENDIX A

**DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM**

(Supplied by Producer)



Pacific Gas and
Electric Company

**GENERATING FACILITY
INTERCONNECTION AGREEMENT
3rd PARTY NON-EXPORTING**

APPENDIX B

A Copy of PG&E's:

*Agreement for Installation or Allocation of Special Facilities for Parallel
Operation of Nonutility-Owned Generation and/or Electrical Standby Service*

Form 79-280, *Special Facility Agreement*

(if applicable, and formed by the Parties)



Pacific Gas and
Electric Company

**GENERATING FACILITY
INTERCONNECTION AGREEMENT
3rd PARTY NON-EXPORTING**

APPENDIX C
(When applicable)

PRODUCER'S WARRANTY THAT THE GENERATING FACILITY IS A "COGENERATION FACILITY" PURSUANT TO SECTION 216.6 OF THE CALIFORNIA PUBLIC UTILITIES CODE

For the purpose of securing the Competition Transition Charge exemption available under Section 372 of the California Public Utilities Code (PU Code), Producer hereby declares that the Generating Facility meets the requirements for Cogeneration as such term is used in Section 216.6 of the PU Code (Cogeneration Requirements).

Producer warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, the Generating Facility shall continue to meet the Cogeneration Requirements. If Producer becomes aware that its Generating Facility has ceased to meet the Cogeneration Requirements, Producer shall promptly provide PG&E with Notice of such change pursuant to Section 9.1 of the Agreement. If at any time during the term of this Agreement PG&E determines in its sole discretion that Producer's Generating Facility may no longer meet the Cogeneration Requirements, PG&E may require Producer to provide evidence that the Generating Facility continues to meet the Cogeneration Requirements within 15 business days of PG&E's request for such evidence. Additionally, PG&E may periodically (typically, once per year) inspect Producer's Generating Facility and/or require documentation from Producer to monitor the Generating Facility's compliance with the Cogeneration Requirements. If PG&E determines in its sole judgment that Producer either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the Cogeneration Requirements, then the Cogeneration status of the Generating Facility shall be deemed ineffective until such time as Producer again demonstrates to PG&E's reasonable satisfaction that the Generating Facility meets the requirements for a Cogeneration facility (the Cogeneration Status Change).

PG&E shall revise its records and the administration of this Agreement to reflect the Cogeneration Status Change and provide Notice to Producer of the Cogeneration Status Change pursuant to Section 9.1 of this Agreement. Such Notice shall specify the effective date of the Cogeneration Status Change. This date shall be the first day of the calendar year for which PG&E determines in its sole discretion that the Generating Facility first ceased to meet the Cogeneration Requirements. PG&E shall invoice the Producer's electric Service Account through which the Generating Facility is interconnected with PG&E's Distribution System for Competition Transition Charges (CTCs) that were not previously billed during the period between the effective date of the Status Change and the date of the Notice in reliance upon Producer's representations that the Generating Facility complied with the Cogeneration Requirements and therefore was eligible for the exemption from CTCs available under Section 372 of the PU Code.

Any amounts to be paid or refunded by Producer, as may be invoiced by PG&E pursuant to the terms of this warranty, shall be paid to PG&E within 30 days of Producer's receipt of such invoice.



Pacific Gas and
Electric Company

**GENERATING FACILITY
INTERCONNECTION AGREEMENT
3rd PARTY NON-EXPORTING**

APPENDIX D
(When applicable)

**PRODUCER'S WARRANTY THAT THE GENERATING FACILITY IS A
"DISTRIBUTED ENERGY RESOURCES GENERATION"
FACILITY PURSUANT TO SECTION 353.1 OF THE
CALIFORNIA PUBLIC UTILITIES CODE**

For the purpose of securing the tariff charge exemption available under Section 353.3 of the California Public Utilities Code (PU Code), Producer hereby declares that the Generating Facility meets the requirements for Distributed Energy Resources Generation as such term is used in Section 353.1 of the PU Code (DERG Requirements).

Producer warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, its Generating Facility shall continue to meet the DERG Requirements. If Producer becomes aware that the Generating Facility has ceased to meet the DERG Requirements, Producer shall promptly provide PG&E with Notice of such change pursuant to Section 9.1 of the Agreement. If at any time during the term of this Agreement PG&E determines in its sole discretion that Producer's Generating Facility may no longer meet the DERG Requirements, PG&E may require Producer to provide evidence that the Generating Facility continues to meet the DERG Requirements within 15 business days of PG&E's request for such evidence. Additionally, PG&E may periodically (typically, once per year) inspect Producer's Generating Facility and/or require documentation from Producer to monitor the Generating Facility's compliance with the DERG Requirements. If PG&E determines in its sole judgment that Producer either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the DERG Requirements, then the Distributed Energy Resources Generation status of the Generating Facility shall be deemed ineffective until such time as Producer again demonstrates to PG&E's reasonable satisfaction that the Generating Facility meets the requirements for a Distributed Energy Resources Generation facility (the DERG Status Change).

PG&E shall revise its records and the administration of this Agreement to reflect the DERG Status Change and provide Notice to Producer of the DERG Status Change pursuant to Section 9.1 of this Agreement. Such Notice shall specify the effective date of the DERG Status Change. This date shall be the first day of the calendar year for which PG&E determines in its sole discretion that the Generating Facility first ceased to meet the DERG Requirements. PG&E shall invoice the Producer electric Service Account through which the Generating Facility is interconnected with PG&E's Distribution System for any tariff charges that were not previously billed during the period between the effective date of the DERG Status Change and the date of the Notice in reliance upon Producer's representations that the Generating Facility complied with the DERG Requirements and therefore was eligible for the exemption from tariff charges available under Section 353.3 of the PU Code.

Any amounts to be paid or refunded by Producer, as may be invoiced by PG&E pursuant to the terms of this warranty, shall be paid to PG&E within 30 days of Producer's receipt of such invoice.



*Pacific Gas and
Electric Company*

**GENERATING FACILITY
INTERCONNECTION AGREEMENT
3rd PARTY NON-EXPORTING**

APPENDIX E

**CUSTOMER GENERATION AGREEMENT
(3RD PARTY GENERATOR ON PREMISES)
(NON-EXPORTING)**