

Transmission Interconnection Agreement
between the
San Francisco Bay Area Rapid Transit District
and
Pacific Gas and Electric Company

Service Agreement No. 323 under
PG&E FERC Electric Tariff Volume No. 5

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TRANSMISSION INTERCONNECTION AGREEMENT
BETWEEN
THE SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
AND
PACIFIC GAS AND ELECTRIC COMPANY

1 PREAMBLE

This transmission **Interconnection Agreement** (“Agreement”) is made this ____ day of September, 2016, by and between **Pacific Gas and Electric Company** (“PG&E”), a corporation organized and existing under the laws of the State of California, and **San Francisco Bay Area Rapid Transit District** (“BART”), each referred to herein individually as a “Party,” and collectively as “Parties.”

2 RECITALS

2.1 Whereas, PG&E is a public utility which provides wholesale and retail electric power and energy sales, transmission, and distribution services in northern and central California and which owns an extensive electric transmission system within that area; and

2.2 Whereas, in 1998 PG&E became part of the California Independent System Operator Corporation (“CAISO”) Balancing Authority Area and, under the terms of the Transmission Control Agreement (“TCA”) between PG&E and the CAISO, PG&E transferred operational control of its transmission system to the CAISO, which controls the operation of these facilities under its open-access transmission tariff as part of the CAISO Controlled Grid; and

2.3 Whereas, PG&E is a Participating Transmission Owner (“TO”) in the CAISO, which makes PG&E subject to the direction of the CAISO in the operation of PG&E’s transmission system and makes the CAISO the provider of transmission service over PG&E’s transmission system, pursuant to the terms of the CAISO Tariff, PG&E TO Tariff, TCA, Scheduling Coordinator Agreements, and Utility Distribution Company Operating Agreement or

similar agreement, all of which enable PG&E to satisfy the obligations of operating within the CAISO's Balancing Authority Area; and

2.4 Whereas, BART is a state governmental agency formed pursuant to Sections 28500, et seq, of the California Public Utilities Code providing public transit services in the San Francisco Bay Area through the operation of an electric railway system; and

2.5 Whereas, pursuant to California Public Utilities Code Section 701.8, PG&E is required to provide transmission service to BART for delivery of Federal Preference Power, Local Publicly Owned Electric Utility Power and Eligible Renewable Energy Resource Power, which PG&E is currently doing under the Network Operating Agreement and the Network Integration Transmission Service Agreement between PG&E and BART (FERC Electric Tariff Volume No. 12) ("NITSA"); and

2.6 Whereas, the Parties intend to terminate the NITSA and continue interconnected operation with transmission interconnection under the terms and conditions reflected in this Agreement and the CPUC Jurisdictional Electric Service Agreement; and

2.7 Whereas, the Parties intend to continue interconnected operation with transmission interconnection under the terms and conditions reflected in this Agreement and the CPUC Jurisdictional Electric Service Agreement upon expiration of the NITSA and the current CPUC jurisdictional agreement; and

2.8 Whereas, the Parties intend to cooperate in the operation of their respective facilities to ensure reliability and maximize their mutual benefits under this Agreement.

3 AGREEMENT

NOW, therefore, in consideration of the mutual covenants set forth in this Agreement, the Parties agree as follows:

4 DEFINITIONS

The following terms, when used in this Agreement with the initial letters capitalized, whether in the singular, plural or possessive, shall have the meanings indicated below. Unless specifically defined in this Section 4 of this Agreement, all terms used in this Agreement with initial capitalization shall have the same meanings as those contained in the Master Definitions Supplement, included as Appendix A to the CAISO Tariff. If and to the extent this Agreement contains a definition for a term where that same term is also found in the Master Definitions Supplement to the CAISO Tariff, the applicable term definition contained in this Agreement shall govern.

4.1 Accident

Personal injury, death, property damage, or economic loss which:

- (a) is sustained by a Third Party, which is a customer or a contractor of a Party (“Claimant”);
- (b) arises out of the delivery of, curtailment of, or interruption to, electric service, including but not limited to abnormalities in frequency or voltage; and
- (c) results from either or both of the following:
 - (i) acts or omissions relating to the engineering, design, construction, repair, supervision, inspection, testing, protection, operation, maintenance, replacement, reconstruction, use, or ownership of a Party’s System; or
 - (ii) the performance or non-performance of either Party’s obligations under this Agreement.

4.2 Applicable Requirements

Any applicable law or regulation, and any standards, procedures or requirements of an entity with lawful authority to plan, control or govern the applicable transmission system (whether in whole or in part) or the Balancing Authority Area in which a Party’s System is

located, including but not limited to FERC, NERC, WECC, Peak Reliability, and the applicable Balancing Authority.

4.3 Balancing Authority

As defined in the Master Definition Supplement to the CAISO Tariff. PG&E's and BART's Balancing Authority is the CAISO.

4.4 Balancing Authority Area

As defined in the Master Definition Supplement to the CAISO Tariff. PG&E and BART are both in the CAISO's Balancing Authority Area.

4.5 Balancing Authority Area Arrangements

Arrangements between a Party and its Balancing Authority or, if a Party is its own Balancing Authority, between a Party and WECC or Peak Reliability, in which the Party agrees to self-provide or procure the necessary resources and services and perform operations to meet Balancing Authority Area operating requirements and Applicable Requirements to maintain the operating reliability and integrity of the Balancing Authority Area's electric power system(s) in an economic manner consistent with Good Utility Practice.

4.6 Business Day

As defined in the Master Definitions Supplement to the CAISO Tariff.

4.7 California Independent System Operator Corporation ("CAISO")

The California Independent System Operator Corporation or its successor.

4.8 CAISO Controlled Grid

As defined in the Master Definitions Supplement to the CAISO Tariff.

4.9 CAISO Imbalance Energy

Imbalance Energy as described in the CAISO Tariff, including RTD Imbalance Energy.

4.10 CAISO Tariff

As defined in the Master Definitions Supplement to the CAISO Tariff.

4.11 California Public Utilities Commission (“CPUC”)

The California Public Utilities Commission or its regulatory successor.

4.12 CPUC Jurisdictional Electric Service Agreement

The Updated Agreement Between San Francisco Bay Area Rapid Transit District and Pacific Gas and Electric Company For Specified CPUC Jurisdictional Electrical Services, as it may be amended in the future.

4.13 Cost

All just, reasonable, necessary and prudently incurred expenses, costs of capital, or capital expenditures, including but not limited to those for operation, maintenance, engineering and facilities studies, administrative and general expenses, and any other applicable costs, as determined in accordance with the FERC Uniform System of Accounts as such may be amended or superseded from time to time. The appropriate components of the Cost, as defined herein, shall be applied for the particular transaction performed.

4.14 Effective Date

The date specified as the Effective Date of this Agreement in Section 6.1 hereof.

4.15 Eligible Renewable Energy Resource Power

The power purchased by BART from an Eligible Renewable Energy Resource, as defined in Section 399.12(e) of the California Public Utilities Code.

4.16 Emergency

An unplanned or unexpected operational event, series of operational events, or operational circumstance(s) that: (1) causes, or is reasonably anticipated to cause, a sudden or immediate loss or interruption of a System facility or any other electric generating or

transmitting facility; and (2) in the judgment of the affected Party or its Balancing Authority, consistent with Good Utility Practice, requires the taking of immediate action to: (a) preserve, maintain, or re-establish the safety, reliability, integrity, or operability of the Balancing Authority Area, the System, or such other facilities as have been or will be affected; (b) avoid hazard to human health and safety or damage to property; (c) minimize or avoid loss of load or the inability to furnish electric service; or (d) maintain the frequency or voltage within the Balancing Authority Area. Losses or interruptions resulting from regularly recurring or chronic operational or maintenance problems shall not be considered Emergencies.

4.17 Federal Energy Regulatory Commission (“FERC”)

As defined in the Master Definitions Supplement to the CAISO Tariff.

4.18 Federal Preference Power

The electric power that is purchased by BART from a federal power marketing agency or its successor for delivery over PG&E’s facilities.

4.19 Forced Outage

Any full or partial outage of a Party’s transmission facilities that is caused by an Emergency.

4.20 Good Utility Practice

As defined in the Master Definitions Supplement to the CAISO Tariff.

4.21 Interconnection Facilities

Those physical facilities owned by BART, owned by PG&E, or owned jointly by the Parties that are necessary for the continued operation of an Interconnection between the Parties. Interconnection Facilities include, but are not limited to, transmission lines, towers and supports, switching stations, buses, breakers, switches, relays, transducers, transformers, meters, protective equipment, communications and telemetry devices, and land and land rights associated with the Interconnection Facilities at each Point of Interconnection.

4.22 Interconnection Service

Interconnection Service involves the interconnection process and on-going safe and reliable operation and maintenance of, and the Parties' rights and responsibilities associated with, the relevant Interconnection Facilities.

4.23 Local Publicly Owned Electric Utility Power

The power purchased by BART from a Local Publicly Owned Electric Utility, as defined in Section 224.3 of the California Public Utilities Code, for delivery over PG&E's facilities.

4.24 North American Electric Reliability Corporation ("NERC")

The North American Electric Reliability Corporation or its successor.

4.25 Participating Transmission Owner ("Participating TO")

As defined in the Master Definitions Supplement to the CAISO Tariff.

4.26 Peak Reliability

The Reliability Coordinator and Interchange Authority for the Western Interconnection, or its successor.

4.27 Point of Interconnection

The physical point(s) at which PG&E's System and BART's System connect. The Points of Interconnection between PG&E's System and BART's System, as of the Effective Date of this Agreement, are identified in Appendix B to this Agreement. Any future Point of Interconnection, which must be mutually agreed upon in writing between the Parties, must be added to Appendix B.

4.28 System

All properties, facilities and other assets, now or hereafter existing, which are leased to, licensed to, owned by, or controlled by a Party, and which are used for or directly associated

with that Party's generation, transmission, transformation, distribution, purchase or sale of electric power, including all additions, extensions, expansions, and improvements thereto.

4.29 Third Party

A person or entity other than PG&E or BART.

4.30 Transmission Owner ("TO") Tariff

PG&E's Transmission Owner Tariff on file with FERC as Electric Tariff Volume No. 5, as it may be modified from time to time.

4.31 Uncontrollable Force

As defined in the Master Definitions Supplement to the CAISO Tariff. Notwithstanding the foregoing, the term Uncontrollable Force shall not mean a Forced Outage.

4.32 Western Electricity Coordinating Council ("WECC")

The Western Electricity Coordinating Council or its successor.

4.33 Wholesale Electric Power Requirements

BART's entire electric capacity and energy requirements as supplied by Federal Preference Power, Local Publicly Owned Electric Utility Power or Eligible Renewable Energy Resource Power, and CAISO Imbalance Energy, or any other future source of power as authorized by law, including but not limited to related arrangements for transmission, and Ancillary Services, or services which are similar and which are required by BART to supply its load and to meet its obligations under this Agreement and the CAISO Tariff.

5 SCOPE AND APPLICABILITY

5.1 Scope

This Agreement governs the FERC-jurisdictional aspects of the relationship between PG&E's System and BART's System. Under this Agreement, neither Party undertakes to

provide or make available any Balancing Authority Area services, transmission service, Scheduling Coordinator service, power or energy sales or services, or Ancillary Services for the other Party or any Third Party. Each Party is responsible for meeting its own obligations under the rules and procedures of the CAISO, FERC, NERC, WECC, Peak Reliability, and any other regulatory authority having jurisdiction over the operation and maintenance of its System. As of the Effective Date of this Agreement, any requests for transmission service on the PG&E transmission System must be made by BART to the CAISO and PG&E's transmission System must be used in accordance with the CAISO Tariff and PG&E TO Tariff. This provision does not constitute a waiver by either Party of existing or future rights arising independently of this Agreement, in the event of a Significant Regulatory Change as described in Section 13.1.

5.2 Applicability

This Agreement exclusively applies to BART's load, at the Points of Interconnection listed in Appendix B, and covers only those topics covered within this Agreement and the attached Appendices. This Section 5.2 does not prevent the Parties from agreeing to amend this Agreement, including Appendix B.

5.3 Conflicting Agreements

Where any conflict exists between this Agreement and the CAISO Tariff, this Agreement shall prevail. Where any conflict exists between this Agreement and the TO Tariff, the TO Tariff shall prevail. Where any conflict exists between this Agreement and the CPUC Jurisdictional Electric Service Agreement, the CPUC Jurisdictional Electric Service Agreement shall prevail.

6 TERM AND TERMINATION

6.1 Effective Date

Upon execution of this Agreement by both Parties, PG&E shall promptly apply to FERC for acceptance of this Agreement with a request that it be made effective as of January 1, 2017. The term "Effective Date" as used in this Agreement shall mean the later of: (1) 0000 hours of January 1, 2017; or (2) such other date as may be established by FERC.

6.2 Termination

Unless otherwise agreed by the Parties, this Agreement shall terminate on the earliest of: (i) December 31, 2026; or (ii) the end of the twelfth (12th) month following the date on which either Party gives the other Party written notice that this Agreement shall be terminated; or (iii) as provided in Section 22. In the event that PG&E provides BART with notice of its intent to terminate this Agreement, PG&E shall make a regulatory filing of a replacement agreement and will request that the replacement agreement be effective contemporaneously with the termination date of this Agreement.

7 INTERCONNECTION FACILITIES

7.1 Points of Interconnection

As of the Effective Date of this Agreement, the Points of Interconnection between BART's and PG&E's Systems are listed in Appendix B. Given the fact that PG&E also provides retail services to BART at those Points of Interconnection, this section does not govern the respective responsibilities of BART and PG&E with respect to those Points of Interconnection. For those governing requirements and obligations, see the CPUC Jurisdictional Electric Service Agreement.

7.2 Interconnection Facilities

Given the fact that PG&E also provides retail services to BART at the Points of Interconnection, this section does not govern the respective responsibilities of BART and PG&E with respect to the Interconnection Facilities between their Systems. For those governing requirements and obligations, see the CPUC Jurisdictional Electric Service Agreement.

8 BALANCING AUTHORITY AREA ARRANGEMENTS

BART's System shall be within the CAISO Balancing Authority Area or its successor. BART will become a CAISO-approved Scheduling Coordinator or will procure such services from a CAISO-approved entity other than PG&E. PG&E will not be the Scheduling Coordinator or Load Serving Entity for BART. The responsibilities BART must assume or make

arrangements for a third party other than PG&E to perform include those responsibilities identified in the CAISO Tariff. BART will ensure that no e-Tag prepared in connection with BART's imports into the CAISO Balancing Authority Area lists PG&E as the Purchasing or Selling Entity ("PSE").

BART will ensure that, on or before the Effective Date of this Agreement, it will have the necessary arrangements in place with the Balancing Authority to meet its Wholesale Electric Power Requirements, which may include, but are not necessarily limited to, a Scheduling Coordinator Agreement and a Meter Service Agreement. Upon PG&E's request, BART shall, within a reasonable period of time, provide PG&E with documentation demonstrating that it has met its Wholesale Electric Power Requirements.

Failure by a Party to operate its System in accordance with, and to maintain in effect, Balancing Authority Area Arrangements shall be deemed a material breach of this Agreement and shall constitute just cause for termination, provided that the Party has been given a reasonable opportunity to obtain or re-establish such operation or make the necessary Balancing Authority Area Arrangements.

9 PRINCIPLES OF INTERCONNECTION

Given the current nature of BART's services from PG&E, this section does not govern the BART-PG&E relationship. For the governing requirements and obligations, see the CPUC Jurisdictional Electric Service Agreement.

10 OPERATION AND MAINTENANCE OBLIGATIONS

Given the current nature of BART's services from PG&E, this section does not govern the BART-PG&E relationship. For the governing requirements and obligations, see the CPUC Jurisdictional Electric Service Agreement.

11 PLANNING OBLIGATIONS

Given the current nature of BART's services from PG&E, this section does not govern the BART-PG&E relationship. For the governing requirements and obligations, see the CPUC Jurisdictional Electric Service Agreement.

12 AUTHORIZED REPRESENTATIVE

See the CPUC Jurisdictional Electric Service Agreement.

13 SIGNIFICANT REGULATORY CHANGE

The procedures set forth in this section shall apply in the event of a Significant Regulatory Change.

13.1 Significant Regulatory Change

A "Significant Regulatory Change," as that term is used in this section and this Agreement, shall be deemed to occur if FERC, the CPUC, the CAISO or any other agency or court having jurisdiction, the California Legislature, California Executive Office, or the United States Congress issues an order or decision or adopts or modifies a tariff or filed contract, or enacts a law that significantly interferes with the ability of either Party to perform any of its obligations under this Agreement, including any market redesign which has significant effects on either Party's operations or economics under this Agreement.

Notwithstanding the above definition, if PG&E becomes operator of, and dispatcher of electric energy in, the Balancing Authority Area in which PG&E's electric system in northern and central California is located, or if PG&E withdraws from the CAISO and provides transmission services pursuant to its own open access transmission tariff, then either Party may assert a claim that a Significant Regulatory Change under this section has occurred, regardless of whether the circumstance resulted from or was ordered by the FERC, CPUC, or any other regulatory body or agency or any court of competent jurisdiction or legislative body described above.

13.2 Change in CAISO Functions or Scope

The Parties recognize that there may be a change in the functions performed by the CAISO, or in the scope of a Party's facilities or System under the operational control of the CAISO, or the replacement of the CAISO with a regional transmission organization that may perform different functions or have a different scope than the CAISO had as of the Effective Date of this Agreement. Such a change shall not be deemed to be a Significant Regulatory Change unless the conditions described in Section 13.1 are satisfied. A transfer from PG&E to the CAISO of any functions contemplated in this Agreement shall only be considered a Significant Regulatory Change if the conditions described in Section 13.1 are satisfied.

13.3 Notification of Significant Regulatory Change

If at any time during the term of this Agreement either Party anticipates the occurrence of a Significant Regulatory Change, and if such change may reasonably be expected to materially affect either or both Parties' obligations or operations under this Agreement, such Party shall provide written notice to the other Party as soon as practicable. The notice shall contain a description of the anticipated change, including expected time schedules, in addition to describing the expected effect of the significant change to that Party's System. If the Party giving notice believes that it will be necessary to amend this Agreement to address the anticipated change, then the notice to the other Party shall include a request that the Parties meet and confer in order to negotiate an appropriate amendment to this Agreement. The Parties shall promptly enter into good faith negotiations in an attempt to achieve a mutually agreeable modification to this Agreement to address any such anticipated significant change, with the intent of perpetuating, to the extent possible under the circumstances, the goals, obligations and purpose of this Agreement.

13.4 Amendment of Agreement

If the Parties agree that an amendment to this Agreement is necessary to address a Significant Regulatory Change, as defined in this Section 13, the Parties will proceed to negotiate such an amendment. If the Parties have not reached agreement within sixty (60) calendar days of the date of their first meeting (whether in-person or via telephone), any

unresolved issues may be submitted for resolution through the dispute resolution procedures set forth in Section 23 of this Agreement; provided that both Parties agree to use those procedures.

After the sixty (60) day period stated above, if both Parties do not agree to use, or are unable to resolve the dispute using, the procedures set forth in Section 23, either Party may, but neither Party is required to, unilaterally initiate an appropriate proceeding respecting this Agreement with FERC pursuant to Sections 205 or 206 of the Federal Power Act (“FPA”) to accommodate the Significant Regulatory Change, which proceeding could include a request for termination of this Agreement, and the other Party may exercise its rights under the FPA to protest or oppose any such filing. In the event of a filing that includes a request for termination of this Agreement, PG&E shall make a regulatory filing of a replacement agreement and request that the replacement agreement be made effective contemporaneously with the termination of this Agreement.

14 METERING

The Parties shall cooperate in the installation and provision of access to the meters, as necessary for each Party to obtain the information needed to perform as contemplated under this Agreement and to comply with the requirements of the CAISO Tariff and PG&E operational practices consistent with the requirements of the CPUC, as may be applicable.

At BART’s request, for PG&E-owned meters that are remotely accessible, PG&E shall program such meters and provide to BART and/or its agent the necessary information and meter characteristics for BART and/or its agent to access the meter data directly, for a one-time fee not to exceed \$100 per meter per request. Meter data from meters that cannot be remotely accessed will be provided in a format and on a schedule agreed upon between the Parties.

Parties acknowledge that BART shall have the right to install and maintain revenue meters and communication equipment for purposes of settlement between the Parties and with the CAISO. These BART-owned revenue meters shall be compatible with PG&E's meter reading system. Revenue quality meters shall be installed at the high voltage bus at the point of interconnection between BART's facility and PG&E's System. The meters shall measure and record both real power (watts) and reactive power (vars) flow and line losses, if applicable, in

both directions. Meters not installed at the high voltage bus or at the point of interconnection shall be adjusted for line losses pursuant to PG&E Electric Rule 2 or its successor.

The meter owner shall test revenue meters for power deliveries made at 60 kV and above at least once a year and within ten (10) Business Days after a request by the other Party. The other Party will be afforded the opportunity to be present during the meter test. Each Party may request a meter test and shall pay for the cost of the requested test if the meter has been tested within the previous twelve (12) months. The Parties present at the meter test shall estimate the amount of capacity and energy created during the meter test. The meter owner shall immediately repair, adjust, or replace any meter or associated equipment found to be defective or inaccurate. An inaccurate meter is one that exceeds two (2) percent of the calibrated standards.

The meter owner shall notify the other Party of all meter issues affecting meter data availability and collection, including but not limited to malfunction, connectivity issues, repair or replacement.

Any applicable metering standards promulgated by the CPUC or the CAISO after the filing of this Agreement shall apply.

15 AUDIT RIGHTS

For good cause and upon reasonable notice, each Party shall have the right to audit, at its own expense, the relevant records of the other Party for the limited purposes of determining whether the other Party is meeting its obligations under this Agreement. Such audits shall be limited to only those records reasonably required to determine compliance with this Agreement. Each Party agrees to disclose the information obtained in such audit only to those persons, whether employed by such Party or otherwise, that are directly involved in the administration of this Agreement, or that Party's designated representative. Each Party agrees that under no circumstances will it use any information obtained in such an audit for any commercial purpose or for any purpose other than assuring compliance with this Agreement. The right of each Party to audit shall be limited to data for two (2) prior years from the date of the questioned event.

16 ADVERSE DETERMINATION OR EXPANSION OF OBLIGATIONS

16.1 Adverse Determination

If, after the Effective Date of this Agreement, FERC or any other regulatory body, agency, legislature or court of competent jurisdiction determines that all or any part of this Agreement, its operation or effect is unjust, unreasonable, unlawful, imprudent or otherwise not in the public interest, each Party shall be relieved of any obligations hereunder only to the extent necessary to comply with or eliminate such adverse determination. The Parties shall promptly enter into good faith negotiations in an attempt to achieve a mutually agreeable modification to this Agreement to address any such adverse determination.

16.2 Expansion of Obligations

If, after the Effective Date of this Agreement, FERC or any other regulatory body, agency, legislature or court of competent jurisdiction orders or determines that this Agreement should be interpreted, modified, or significantly extended in such a manner that PG&E or BART may be required to extend its obligations under this Agreement to a Third Party, or to incur significant new or different obligations to the other Party or to Third Parties not contemplated by this Agreement in a manner not anticipated by other agreements, then the Parties shall be relieved of their obligations only to the extent lawful and necessary to eliminate the effect of that order or determination, and the Parties shall attempt to renegotiate in good faith the terms and conditions of the Agreement to restore the original balance of benefits and burdens contemplated by the Parties at the time this Agreement was made.

16.3 Renegotiations

If, within ninety (90) calendar days after the issuance of an order or decision described in Sections 16.1 and 16.2, the Parties either: (1) do not agree that a renegotiation is feasible or necessary; or (2) cannot agree to amend or supersede this Agreement, then: (a) either Party may initiate dispute resolution in accordance with Section 23 of this Agreement; (b) PG&E may unilaterally file an amendment to this Agreement or a replacement agreement; or (c) BART may take any action before the FERC or elsewhere which it deems appropriate.

17 ASSIGNMENT

17.1 Consent Required

No transfer or assignment of the rights, benefits, duties or obligations of either Party under this Agreement shall be effective without the prior written consent of the other Party, which consent shall not be withheld unreasonably; provided, that this section shall not apply to interests that arise by reason of any deed of trust, mortgage, indenture or security agreement heretofore granted or executed by any Party. No partial assignment of the rights, benefits, duties or obligations of either Party shall be permitted under this Agreement unless otherwise agreed to in writing by the other Party, however such consent shall not be required for an assignment to a successor in interest in the ownership of all or a significant part of PG&E's transmission system by reason of a reorganization pursuant to a plan of reorganization approved by the Bankruptcy Court or any other court having jurisdiction over PG&E's bankruptcy proceedings so long as the successor agrees to be, and is bound, by the obligations under this Agreement.

17.2 Assignee's Continuing Obligation

Any successor to, or transferee or assignee of, all or any portion of the rights or obligations of a Party, whether by voluntary transfer, judicial sale, foreclosure sale or otherwise, shall be subject to all terms and conditions of this Agreement to the same extent as though such successor, transferee, or assignee were an original Party.

18 CAPTIONS

All indices, titles, subject headings, section titles and similar items are provided for the purpose of reference and convenience and are not intended to affect the meaning of the contents or scope of the Agreement.

19 CONSTRUCTION OF THE AGREEMENT

Ambiguities or uncertainties in the wording of the Agreement shall not be construed for or against either Party.

20 CONTROL AND OWNERSHIP OF FACILITIES

Nothing in this Agreement alters the existing ownership status, possession or control of facilities, Systems or property of the Parties.

21 COOPERATION AND RIGHT OF ACCESS AND INSPECTION

Each Party shall cooperate and give to the other all necessary permission to enable it to perform its obligations under the Agreement and each Party's requirements under the CPUC and CAISO Tariffs. Each Party shall give the other Party the right to have its agents, employees and representatives, when accompanied by the agents, employees and representatives of the other Party, enter its premises at reasonable times and in accordance with reasonable rules and regulations and Applicable Requirements for the purpose of inspecting the Interconnection Facilities of the other Party in a manner which is reasonable for assuring the performance of the Parties under the Agreement.

22 DEFAULT

22.1 Termination for Default

If either Party breaches its material obligations under this Agreement, such breach shall constitute an event of default. If either Party defaults under this Agreement, the other Party may terminate this Agreement; provided that prior to such termination the other Party must provide the defaulting Party with written notice stating: 1) the Party's intent to terminate; 2) the date of such intended termination; 3) the specific grounds for termination; 4) specific actions which the defaulting Party must take to cure the default, if any; and 5) a reasonable period of time, which shall not be less than sixty (60) calendar days, within which the defaulting Party may take action to cure the default and avoid termination, provided there is any action which can be taken to cure the default. Termination shall not become effective without approval by FERC. Application of dispute resolution pursuant to Section 23 of this Agreement with regard to separate disputes shall not be deemed to limit the right to terminate this Agreement under this section.

22.2 Other Remedies for Default

The remedy under Section 22.1 is not exclusive and, subject to Section 23 of this Agreement, either Party shall be entitled to pursue any other legal, equitable or regulatory rights and remedies it may have in response to a default by the other Party.

23 DISPUTE RESOLUTION

The Parties shall make best efforts to resolve all disputes arising under this Agreement expeditiously and by good faith negotiation. In the event that good faith negotiation fails to resolve any controversy, dispute or claim arising out of or related to this Agreement, either Party may propose resolution of the dispute(s) pursuant to the terms of Appendix A to this Agreement.

24 GOVERNING LAW

This Agreement shall be interpreted, governed by and construed under the laws of the State of California, as if executed and to be performed within the State of California.

25 INDEMNITY

If a Claimant (as described in Section 4.1 of this Agreement) makes a claim or brings an action against a Party seeking recovery for loss, damage, costs or expenses resulting from or arising out of an Accident, the following shall apply to the extent permitted by law:

- (a) That Party shall defend any such claim or action brought against it by the Claimant;
- (b) A Party (“Indemnitor”) shall hold harmless, defend and indemnify, to the fullest extent permitted by law, the other Party, its directors or members of its governing board, officers and employees (“Indemnitee”), upon request by the Indemnitee, for all liability, claims, actions, suits, losses, and costs caused by, arising out of, or resulting from any Accident asserted or alleged by a Claimant who is a customer or contractor of the Indemnitor against the Indemnitee and/or for all liability, claims, actions, suits, losses and costs asserted or alleged by a Claimant against the Indemnitee, caused by, arising out of, or resulting from failure of the

Indemnitor to comply with or perform pursuant to the terms of this Agreement;
and

- (c) No Party shall be obligated to defend, hold harmless or indemnify the other Party, its directors or members of its governing boards, officers and employees for Accidents resulting from acts or omissions involving gross negligence or willful misconduct on the part of that other Party or its employees, agents, or contractors. If a Party is required to enforce this indemnity duty and does so successfully, the Party against which enforcement is required (the Indemnitor) shall also pay all costs, including reasonable attorneys' fees and other litigation expenses, incurred in such enforcement.

26 JUDGMENTS AND DETERMINATIONS

When the terms of this Agreement provide that an action may or must be taken, or that the existence of a condition may be established based on a judgment or determination of a Party, such judgment shall be exercised or such determination shall be made reasonably and in good faith, and where applicable in accordance with Good Utility Practice, and shall not be arbitrary or capricious.

27 LIABILITY

27.1 Third Parties

Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to, any Third Party.

27.2 No Consequential, Special or Indirect Damages from Breach

In the event of a breach of this Agreement, neither Party, nor its directors, members of its governing board, officers, employees or agents, shall be liable to the other Party for any consequential, special or indirect damages.

27.3 Protection of a Party's Own Facilities

Each Party shall be responsible for taking reasonable measures to protect its facilities and System from possible damage by reason of electrical disturbances or faults caused by the operation, faulty operation, or non-operation of the other Party's facilities, and such other Party shall not be liable for any damage so caused.

27.4 Liability for Interruptions

Neither Party shall be liable to the other, and each Party hereby releases the other and its directors, members of its governing board, officers, employees and agents from, and indemnifies them to the fullest extent permitted by law for, any claim, demand, liability, loss or damage, whether direct, indirect or consequential, incurred by either Party, which results from the interruption or curtailment in accordance with: i) this Agreement; ii) Good Utility Practice; or (iii) as directed by the applicable Balancing Authority, of power flows through a Point of Interconnection under this Agreement.

28 NO DEDICATION OF FACILITIES

Any undertaking by either Party under any provision of this Agreement is rendered strictly as an accommodation and shall not constitute the dedication by the first Party of any part of its System to the other, the public, or any Third Party. Any such undertaking by any Party under a provision of, or resulting from, this Agreement shall cease upon the termination of that Party's obligations under this Agreement.

29 LICENSE TO INSTALL FACILITIES

Given the current nature of BART's services from PG&E, this section does not govern the BART-PG&E relationship with respect to installation of facilities. For the governing requirements and obligations, see the CPUC Jurisdictional Electric Service Agreement.

30 NO OBLIGATION TO OFFER SAME SERVICE TO OTHERS

By entering into this Agreement neither Party commits to furnish any like or similar undertaking to any other person or entity.

31 NO PRECEDENT

This Agreement establishes no precedent with regard to any other entity or agreement. Nothing contained in this Agreement shall establish any rights to or precedent for other arrangements as may exist, now or in the future, between PG&E and BART for the provision of any Interconnection arrangement, Interconnection Service or any form of electric service.

32 NOTICES

32.1 Written Notices

Any notice, request, service application, declaration, demand, information, report, or item otherwise required, authorized or provided for in this Agreement shall be given in writing, except as otherwise provided in this Agreement, and shall be deemed properly given if delivered personally or by e-mail, or sent by first class United States mail or overnight or express mail service, postage or fees prepaid, to each of the persons specified below:

(1) To BART:

Assistant General Manager
BART Planning, Development & Construction
San Francisco Bay Area Rapid Transit District
300 Lakeside Drive, MC LKS-21
Oakland, CA 94612

With a copy to:

Manager, Energy Division
BART Planning, Development & Construction
San Francisco Bay Area Rapid Transit District
300 Lakeside Drive, MC LKS-21
Oakland, CA 94612

(2) To PG&E:

Mail Address:
Director, Service Analysis
Pacific Gas and Electric Company
P.O. Box 770000
Mail Code N3F
San Francisco, CA 94177

Delivery Address:
Director, Service Analysis
Pacific Gas and Electric Company
77 Beale Street
Mail Code N3F
San Francisco, CA 94105

With a copy to:

Manager, Electric Transmission Contract Management
Pacific Gas and Electric Company
77 Beale Street
Mail Code B13L
San Francisco, CA 94105

32.2 Changes of Notice Recipient; E-mail Copy

Either Party may change its designation of the person who is to receive notices on its behalf by giving the other Party notice thereof in the manner provided in this section. No more than two persons shall be designated by a Party to receive notices. If notice is provided by means other than e-mail, a copy of the notice shall be concurrently provided by means of e-mail.

32.3 Routine Notices

Any notice of a routine character in connection with service under this Agreement or in connection with the routine operation of facilities shall be given as described in Section 32.1 or in such a manner as the Parties may mutually determine, and confirm in writing, is appropriate from time to time, unless otherwise provided in this Agreement.

32.4 Reliance on Notice

Each Party shall be entitled to rely on the other Party's notice when given (or not given, when a Party fails to provide notice within the time prescribed) as having all necessary approvals of that other Party's management, Board of Directors or other governing body, and any notice (or failure to provide timely notice) hereunder shall be binding on the noticing Party and shall

obligate that Party to make such payments or to perform such duties as are necessarily associated with the notice or, if a Party fails to provide timely notice, that failure to give notice.

33 RESERVATION OF RIGHTS

Nothing contained herein shall be construed as affecting in any way the Parties' rights under Sections 205 and 206 of the FPA or the regulations promulgated thereunder.

34 RULES AND REGULATIONS

PG&E and BART, directly or acting through an authorized representative, may each propose changes to such procedures, rules, or regulations as they shall determine are necessary in order to establish the methods of operation to be followed in the performance of this Agreement or requirements of the Balancing Authority (or Balancing Authorities); provided, that any such procedure, rule, or regulation shall not be inconsistent with the provisions of this Agreement. If a Party objects to a procedure, rule, or regulation proposed by the other Party, it will notify the other Party and the Parties will endeavor to modify the procedure, rule, or regulation in order to resolve the objection. No such procedure, rule or regulation shall be adopted absent the mutual written consent of the Parties.

35 SEVERABILITY

If any term, covenant or condition of this Agreement or its application is held to be invalid as to any person, entity or circumstance, by FERC or any other regulatory body, or agency or court of competent jurisdiction, then only that term, covenant or condition shall cease to have force and effect to the extent of that holding. In that event, all other terms, covenants and conditions of this Agreement and their application shall not be affected thereby, but shall remain in full force and effect unless and to the extent that a regulatory agency or court of competent jurisdiction finds that a provision is not separable from the invalidated provision(s) of this Agreement.

36 UNCONTROLLABLE FORCES

A Party shall not be considered to be in default in the performance of any obligation under this Agreement (other than an obligation to make payments for bills previously rendered pursuant to the Agreement) when a failure of performance is the result of Uncontrollable Forces.

37 WAIVER OF RIGHTS

Any waiver at any time by any Party of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with the Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with the Agreement. Any delay, short of the statutory period of limitations, in asserting or enforcing any right shall not constitute or be deemed a waiver.

38 ENTIRE AGREEMENT AND AMENDMENTS

This Agreement reflects and represents the complete and exclusive statement of the terms of the Parties' agreement, and supersedes all prior and contemporaneous offers, promises, representations, negotiations, discussions or communications that may have been made in connection with, the subject matter of this Agreement. No representation, covenant, or other matter, oral or written, which is not expressly set forth, incorporated, or referenced in this Agreement (except for applicable laws and regulations) shall be a part of, modify, or affect this Agreement. This Agreement may be modified only by written agreement of the Parties.

39 NO THIRD PARTY RIGHTS OR OBLIGATION

No right or obligation contained in this Agreement shall be applied or used for the benefit of any person or entity not a Party, as no such benefit was intended by the Parties.

40 WARRANTY OF AUTHORITY

Each Party warrants and represents that this Agreement has been duly authorized, executed and delivered by such Party and constitutes the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as enforcement

may be limited by bankruptcy, insolvency, reorganization, or similar laws effecting the enforcement of creditor's rights and subject to equitable principles.

41 APPENDICES INCLUDED

The following Appendices to this Agreement, as they may be revised from time to time by written agreement of the Parties or by order of FERC, are attached hereto and are incorporated by reference as if fully set forth herein:

Appendix A – Dispute Resolution and Arbitration

Appendix B – Points of Interconnection

Appendix C – Operational Coordination

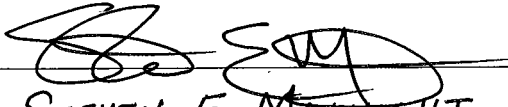
42 EXECUTION

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by an authorized representative on this 22nd day of September, 2016, but this Agreement shall be effective as set forth above.

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

PACIFIC GAS AND ELECTRIC COMPANY

By:  _____
Name: STEVEN E. MALNIGHT
Title: SVP, REGULATORY AFFAIRS
Date: 9/22/16

may be limited by bankruptcy, insolvency, reorganization, or similar laws effecting the enforcement of creditor's rights and subject to equitable principles.

41 APPENDICES INCLUDED

The following Appendices to this Agreement, as they may be revised from time to time by written agreement of the Parties or by order of FERC, are attached hereto and are incorporated by reference as if fully set forth herein:

Appendix A – Dispute Resolution and Arbitration

Appendix B – Points of Interconnection

Appendix C – Operational Coordination

42 EXECUTION

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by an authorized representative on this _____ day of September, 2016, but this Agreement shall be effective as set forth above.

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT

By: Grace Crunican
Name: Grace Crunican
Title: General Manager
Date: 9/21/16

PACIFIC GAS AND ELECTRIC COMPANY

By: _____
Name: _____
Title: _____
Date: _____

APPENDIX A DISPUTE RESOLUTION AND ARBITRATION

A.1 NEGOTIATION AND MEDIATION

The Parties shall continue with the responsibilities under this Agreement during any dispute. As provided in Section 23 of the Agreement, upon the failure of the Parties to resolve disputes between themselves, the Parties agree to seek resolution of any controversy, dispute or claim arising out of or related to this Agreement by good faith negotiation before resorting to other methods of dispute resolution. In the event that negotiations between the Parties have failed, but before initiating arbitration proceedings under this Appendix A, the Parties may, by mutual assent, decide to seek resolution of a dispute through mediation. If this occurs, the Parties shall meet and confer to establish an appropriate timetable for mediation, to select a mediator, and to decide on any other terms and conditions that will govern the mediation. If, after forty-five (45) calendar days from the date the Parties first met and conferred, the Parties are unable to select a mediator and mediation date, and establish the terms and conditions controlling the mediation, either or both of the Parties may seek arbitration pursuant to Section A.3. Alternatively, if the Parties pursue mediation and mediation fails to resolve any disputed issue(s), either Party is entitled to resolve outstanding disputes by arbitrating any controversy, dispute or claim arising out of or related to this Agreement pursuant to Section A.3.

A.2 TECHNICAL ARBITRATION

The Parties agree that it is in the best interest of both Parties to seek expedited resolution of arbitrable disputes that are technical in nature. Technical disputes may include, without limitation, disputes centered on engineering issues involving technical planning studies and the need for and Cost of upgrade facilities. Such technical issues may be resolved through expert application of established technical knowledge and by reference to Good Utility Practice and industry standards.

The Party initiating arbitration pursuant to Section A.3, below, shall indicate in its notice to the other Party whether it regards the dispute to be technical in nature. If both Parties agree that a dispute is technical in nature, then the Parties shall meet and confer to develop an

appropriate timetable and process for expedited resolution of the dispute by a neutral expert, or “technical arbitrator”. If the Parties cannot agree that a dispute is technical in nature, or if they cannot agree on a neutral arbitrator within thirty (30) calendar days of first meeting and conferring, then either or both of the Parties may submit the dispute to arbitration under the procedures set forth in Section A.3.

A.3 ARBITRATION

A.3.1 Notices And Selection Of Arbitrators

Any controversy, dispute or claim arising out of or related to this Agreement that the Parties were unable to resolve pursuant to Section 23 or Section A.1 of this Agreement is subject to arbitration under this Section A.3.1. To initiate arbitration, the aggrieved Party shall send written notice (“Notice”) to the other Party and identify any dispute which it seeks to arbitrate. Such Notice shall also identify the name, address and telephone number of an impartial person to act as an arbitrator for the dispute(s). Within ten (10) Business Days after receipt of Notice, the other Party shall provide the aggrieved Party with a similar written notice (“Second Notice”), identifying any additional dispute(s) for which it seeks arbitration and identifying the name, address and telephone number of a second impartial person to act as an arbitrator of the dispute. Within eight (8) Business Days of delivery of the Second Notice, each Party shall then submit to the two previously identified arbitrators a list of the names, addresses and telephone numbers of at least three persons for use by the two named arbitrators in their selection of the third arbitrator. If the same name or names appear on both lists, the two named arbitrators shall appoint one of the persons named on both lists as the third arbitrator. If no name appears on both lists, the two named arbitrators shall select a third arbitrator from either list, or independently of either list. In any event, the two named arbitrators shall select a third arbitrator within twenty-one (21) calendar days of receipt of the lists provided by each of the Parties. Each arbitrator selected under these procedures shall be a person experienced in the construction, design, operation or regulation of electric power transmission facilities, or as applicable to the disputed issue(s) identified by the Parties in the Notice and Second Notice.

A.4 PROCEDURES

Within fifteen (15) Business Days after the appointment of the third arbitrator, or on such other date to which the Parties may agree in writing, the arbitrators shall meet with the Parties, either in person or telephonically, to consider and to determine the procedures that are to be followed in conducting the arbitration, including, without limitation, such procedures as may be necessary for the taking of discovery, giving testimony and submission of written arguments and briefs to the arbitrators. Unless otherwise mutually agreed by the Parties in writing, the arbitrators shall determine and disclose within five (5) Business Days of such meeting the arbitration procedures and schedule, based upon the purpose of the Parties in conducting arbitration under Section 23 of the Agreement, specifically, for the purpose of utilizing the least burdensome, least expensive and most expeditious dispute resolution procedures consistent with providing each Party with a fair and reasonable opportunity to be heard. If the arbitrators are unable unanimously to agree to the procedures and schedule to be used in the arbitration, the arbitration shall be governed by the Commercial Arbitration Rules of the American Arbitration Association.

A.5 HEARING AND DECISION

After giving the Parties due notice of hearing and a reasonable opportunity to be heard, the arbitrators shall hear the dispute(s) submitted for arbitration and shall render their decision with ninety (90) calendar days after appointment of the third arbitrator or such other date selected upon the mutual agreement of the Parties. If the Parties are unable to agree upon an alternative date, the arbitrators' proposed schedule will control. Within fifteen (15) Business Days of completion of the arbitration hearings, the arbitrators shall issue a final decision resolving each dispute. The arbitrators' final decision shall be made in writing and signed by no less than two of the three arbitrators. The arbitrators' decision shall be final and binding upon the Parties subject to their rights to appeal the decision to any court of competent jurisdiction as permitted by California law, particularly the California Arbitration Act (CAA). Judgment may be entered on the decision in any court of competent jurisdiction or, if appropriate, at FERC upon the application of either Party.

A.6 EXPENSES

Both parties shall share the cost of the arbitration process equally up to and including the arbitration hearing, although any costs, fees and expenses associated with any Party's attorney(s), witness(es) or specialist(s) are the direct responsibility of that Party. As part of the arbitrators' final decision, the arbitrators must determine which Party prevailed in the arbitration and must allocate the fees and costs of the arbitration, including the fees of the arbitrators, along with reasonable attorney's fees and other reasonable costs and expenses, to the non-prevailing Party.

**APPENDIX B
 POINTS OF INTERCONNECTION**

TABLE B-1: TRACTION POWER LOCATIONS

TRACTION POWER SUBSTATION INFORMATION									BART'S CORRESPONDING 34,500 VOLT SWITCHING STATION	
Ref No.	Name	Owner	Location	Point-of-Delivery to BART (Voltage at Point-of-Delivery)	Point of Metering (Meter Voltage)	Billing Adjustments	Number of Services	Capacity of Services (kVA)	Name	Location
1	Lakewood Substation	PG&E	Walnut Creek	Load side of transformer (34.5 kV)	Load side of transformer (34.5 kV)	Billed at 115kV per PUC 701.8(d)	One	29,000	Walnut Creek	N. Calif Blvd N/O Ygnacio Valley Rd Walnut Creek
2	East Portal Substation	PG&E	Orinda	Load side of transformer (34.5 kV)	Load side of transformer (34.5 kV)	Billed at 115kV per PUC 701.8(d)	One	29,000	Orinda	Freeway Route 24 & Camino Pablo Orinda
3	Station G	PG&E	El Cerrito	Load side of transformer (34.5 kV)	Load side of transformer (34.5 kV)	Billed at 115kV per PUC 701.8(d)	Two	30,000	Portola Drive	S/O Portola Dr., W/O Rancho Ct. El Cerrito
4	Jarvis Substation	PG&E	Decoto	Load side of transformer (34.5 kV)	Load side of transformer (34.5 kV)	Billed at 115kV per PUC 701.8(d)	One	45,000	Union City	E/O Decoto Rd & 12th St., Union City
5	Station U	PG&E	San Leandro	Load side of transformer (34.5 kV)	Load side of transformer (34.5 kV)	Billed at 115kV per PUC 701.8(d)	One	50,000	Watson Ave.	Washington St & Watson Ave., San Leandro
6	Oakland Power Plant	PG&E	Oakland	Load side of transformer (34.5 kV)	Load side of transformer (34.5 kV)	Billed at 115kV per PUC 701.8(d)	Two	50,000	Washington St.	5th & Washington Sts., Oakland
7	Bayshore Substation	PG&E	San Francisco	Load side of transformer (34.5 kV)	Load side of transformer (34.5 kV)	Billed at 115kV per PUC 701.8(d)	Two	61,000	Valencia St.	Mission St., W/O Powers Ave., San Francisco
8	East Dublin	BART	East Dublin	High voltage landing structure in substation (60 kV)	Load side of transformer (34.5 kV)	Billed at 60 kV	Two	30,000	East Dublin	Hacienda Drive, Dublin
9	Willow Pass	BART	West Pittsburg	High voltage landing structure in substation (115 kV)	Load side of transformer (34.5 kV)	Billed at 115kV	One	25,000	Evora Rd	Evora Road, West Pittsburg
10	Castro Valley	PG&E	Castro Valley	Load side of transformer (34.5 kV)	Load side of transformer (34.5 kV)	Billed at 230kV per PUC 701.8(d)	One	30,000	Crow Canyon	Grove Way, Castro Valley

TRACTION POWER SUBSTATION INFORMATION									BART'S CORRESPONDING 34,500 VOLT SWITCHING STATION	
Ref No.	Name	Owner	Location	Point-of-Delivery to BART (Voltage at Point-of-Delivery)	Point of Metering (Meter Voltage)	Billing Adjustments	Number of Services	Capacity of Services (kVA)	Name	Location
11	WSP Santa Paula Bulk Substation	BART	Millbrae	High voltage landing structure in substation (115 kV)	Primary side of transformer (115 kV)	Billed at 115kV	One	45,000	Santa Paula	19 Monterey St., Millbrae
12	WSR Shaw Road Bulk Substation	BART	San Bruno	High voltage landing structure in substation (115 kV)	Primary side of transformer (115kV)	Billed at 115kV	One	45,000	Shaw Road	983 7th Ave., San Bruno

STATION AND MISCELLANEOUS POWER LOADS

Station and Miscellaneous Power Loads will be delivered through PG&E’s distribution service at the substations on the following Tables B-2 and B-3.

TABLE B-2 PASSENGER STATION POWER LOCATIONS

Ref No.	Name	Location	Voltage at Point-of-Delivery	Voltage at Point-of-Metering	Estimated Normal Maximum Demands KVA
13	Daly City	Hillcrest & San Joaquin Ave., Daly City	277/480	277/480	250
14	Balboa Park	Ocean Ave. & So. Freeway, SF	277/480	277/480	175
15	Glen Park	Bosworth & Diamond, SF	277/480	277/480	270
16	24th Street	Mission & 24 Sts., SF	277/480	277/480	310
17	16th Street	Mission & 16th Sts., SF	277/480	277/480	205
18	Civic Center	Market & Fulton Sts., SF	277/480 Network	277/480 Network	350
19	Powell Street	Market & Powell Sts., SF	277/480 Network	277/480 Network	375
20	Montgomery Street	Market & Montgomery Sts., SF	277/480 Network	277/480 Network	450
21	Embarcadero	Market & Davis Sts., SF	277/480 Network	277/480 Network	435
22	Oakland West	Chester & 5th Sts., Oakland	277/480	277/480	125
23	12th Street	Broadway & 12th Sts., Oakland	277/480 Network	277/480 Network	575
24	19th Street	Broadway & 18th Sts., Oakland	277/480 Network	277/480 Network	550
25	MacArthur	40th St., & Freeway Route 24, Oakland	277/480	277/480	375
26	Lake Merritt	Oak & 8th Sts., Oakland	277/480	277/480	935
27	Fruitvale	E 12th St., & 35th Ave., Oakland	277/480	277/480	155
28	Coliseum	San Leandro St., & 73rd Ave., Oakland	277/480	277/480	200
29	San Leandro	San Leandro Blvd., & W. Joaquin Ave., San Leandro	277/480	277/480	185
30	Bayfair	Colby & Wagner Sts., San Leandro	277/480	277/480	180
31	Fremont	Mowry & Vancouver Sts. Fremont	120/240	120/240	15
32	Hayward	Sutro & C Sts., Hayward	277/480	277/480	200
33	South Hayward	Cole Pl. S/O Tennyson Rd., Hayward	277/480	277/480	150
34	Union City	East of Decoto Rd. & 12th St., Union City	277/480	277/480	185
35	Fremont	East of Mowry Ave. near Walnut Way, Fremont	277/480	277/480	180
36	Ashby	Adeline & Essex Sts., Berkeley	277/480	277/480	285
37	Berkeley	Shattuck Ave. & Center St., Berkeley	277/480	277/480	410
38	North Berkeley	Sacramento & Francisco Sts., Berkeley	277/480	277/480	260
39	El Cerrito Plaza	Fairmont Ave. & Richmond St., El Cerrito	277/480	277/480	150
40	El Cerrito del Norte	Cutting Blvd. & Kearney St., El Cerrito	277/480	277/480	175
41	Richmond	Nevine Ave. & 17th St., Richmond	277/480	277/480	200

Ref No.	Name	Location	Voltage at Point-of-Delivery	Voltage at Point-of-Metering	Estimated Normal Maximum Demands KVA
42	Rockridge	College & Keith Ave., Berkeley	277/480	277/480	150
43	Orinda	Camino Pablo & Freeway Route 24, Orinda	277/480	277/480	150
44	Lafayette	Freeway Route 24, East of Happy Valley Rd., Lafayette	277/480	277/480	155
45	Walnut Creek	No. California Blvd. N/O Ygnacio Valley Rd., Walnut Creek	277/480	277/480	175
46	Pleasant Hill	Geary & Oak Rd., Pleasant Hill	277/480	277/480	175
47	Concord	Atlantic & Berkeley Ave.	277/480	277/480	195
48	North Concord	Port Chicago Hwy. & Panoramic Dr., Concord	120/240	120/240	10
49	East Dublin / Pleasanton	5801 Owens Drive, Pleasanton	277/480	277/480	1000
50	Castro Valley	3301 Northridge, Castro Valley	277/480	277/480	650
51	Pleasant Hill Parking	1365 Treat Blvd., Pleasant Hill	277/480	277/480	200
52	Grand Street Garage	Grand Street, Hayward	277/480	277/480	200
53	Walnut Creek Parking	Ygnacio Valley, Walnut Creek	277/480	277/480	200
54	Pittsburg/Bay Point	1700 West Leland, Pittsburg	277/480	277/480	250
55	Bay Point	Willow Pass Rd., Baypoint	277/480	277/480	25
56	Colma	El Camino & F Street, Colma	12 kV	12 kV	200
57	South San Francisco	1333 Mission Road, South San Francisco	12 kV	12 kV	1000
58	San Bruno	1151 Huntington Ave., San Bruno	12 kV	12 kV	750
59	Millbrae	200 North Rollins Rd., Millbrae	12 kV	12 kV	1000
106	West Dublin Station	601 8th St., Oakland	277/480	277/480	30
108	Oakland Airport Connector – Coliseum Station	7400 San Leandro Street, Oakland	277/480	277/480	314
109	Warm Springs Station	45193 Warm Springs Blvd., Fremont	277/480	277/480	1178

TABLE B-3 MISCELLANEOUS POWER LOCATIONS

Ref No.	Name	Location	Voltage at Point-of-Delivery	Voltage at Point-of-Metering	Estimated Normal Maximum Demands KVA
60	Daly City Turnback	School & Junipero Serra Blvd., Daly City	277/480	277/480	500
61	Daly City Maintenance Facility	"F" & "D" Sts., Daly City	277/480	277/480	500
62	Daly City Maintenance Facility	Hill & "B" Sts., Daly City	277/480	277/480	200
63	S.F. Vent Structure	300 ft. East of Ferry Bldg., SF	277/480 Network	277/480 Network	305
64	Oakland Vent Structure	5th St., & Oakland Mole, Oakland	277/480	277/480	420
65	Oakland Maintenance Facility	East 7th St., Oakland	277/480	277/480	350
67	Southern Alameda Yard	Fairway St. between SPRR & WPRR, Hayward	4160/2400	4160/2400	800
68	Richmond Yard	Kearny & 12th Sts., Richmond	4160/2400	4160/2400	500
69	East Portal, Berkeley Hills Tunnel	West of Orinda	277/480	277/480	200
70	Lafayette	Deer Hill Rd. & Orchard Rd., Lafayette	120/240	120/240	12
71	Concord Yard	San Miguel Rd., N/O Pine Creek, Concord	4160/2400	4160/2400	400
72	Traction Station LAA	Elgin Street S/O Ashland Ave., San Lorenzo	120/240	120/240	48
73	Traction Station LMB	I-580/Mission Blvd., San Lorenzo	120/208	120/208	72
74	Traction Station LCC	I-580/Crow Canyon (Grove), Castro Valley	120/240	120/240	48
75	Traction Station LOD	I-580/Dublin Road, Castro Valley	120/208	120/208	72
76	Traction Station L12	I-580/Villa Real Drive, Castro Valley	120/240	120/240	48
77	Traction Station LEC	I-580/Eden Canyon Road, Castro Valley	120/208	120/208	72
78	Traction Station LSR	Dublin Canyon Rd. near Schaefer Ranch Rd., MP 1.7, Castro Valley	120/208	120/208	144
79	Traction Station LRT	Dublin Canyon Rd., MP 3.15, Pleasanton	120/208	120/208	72
80	Traction Station LOC	Dublin Canyon Rd. W/O Foothill Blvd., Pleasanton	120/208	120/208	72
81	Traction Station LWD	Stoneridge Mall Rd., SW Corner I580/I-680, Pleasanton	120/208	120/208	144
82	CGD Substation	Port Chicago Highway, Concord	277/480	277/480	100
83	Canal and Madison MXL	Canal and Madison, Bay Point	120/240	120/240	25
84	Parking Lot Lights	S/East Corner Sunset & Hillcrest, Antioch	120/240	120/240	25
85	Car Cleaning Station	Port Chicago Highway, Concord	120/240	120/240	25
86	CNC Substation	Port Chicago Highway, Concord	120/240	120/240	25
87	Gap, Breaker Station	Evora Road 1000 ft. W/O Driftwood, Concord	120/240	120/240	25
88	Livermore Parking Lot	East Airway, Livermore	120/240	120/240	48
89	Parking Lot Lighting	4000 Walnut Blvd., Brentwood	120/240	120/240	25
90	El Cerrito Parking Lot	Hill and Liberty St., El Cerrito	277/480	277/480	200
91	Oakland Parts Warehouse	25 4th Street, Oakland	120/240	120/240	100
92	SES Serramonte Vent Structure	495 Serramonte, Colma	12 kV	12 kV	150
93	MIS Mission Rd. Vent Structure	1520 Mission Road, Colma	12 kV	12 kV	150
94	HSS Herman St. Vent Structure	1001 Herman St., San Bruno	12 kV	12 kV	150
95	ORS Orange Ave. Vent Structure	995 Antoinette Lane, South San Francisco	12 kV	12 kV	150

Ref No.	Name	Location	Voltage at Point-of-Delivery	Voltage at Point-of-Metering	Estimated Normal Maximum Demands KVA
96	CHS Chestnut Ave. Vent Structure	199 West Orange Ave., South San Francisco	12 kV	12 kV	150
97	SAS Spruce Ave. Vent Structure	298 South Spruce Ave., South San Francisco	12 kV	12 kV	150
98	TAS Tanforan Ave. Vent Structure	1200 Huntington Ave., San Bruno	12 kV	12 kV	150
99	SYS Sylvan Ave. Vent Structure	450 1st Ave., San Bruno	12 kV	12 kV	150
100	SPS Santa Paula Vent Structure	19 Monterey St., Millbrae	12 kV	12 kV	150
101	Shaw Road 240/120V Supply	983 7th Ave., San Bruno	120/240	120/240	48
102	East Dublin Parking Garage	5067 Iron Horse Pkwy, Dublin	120/240	120/240	125
103	Oakland Shop Annex	601 8th St., Oakland	277/480	277/480	30
104	Richmond Parking Garage	1503 Macdonald Avenue, Richmond	277/480	277/480	150
105	MacArthur Parking Garage	550 West MacArthur Blvd., Oakland	277/480	277/480	250
107	Oakland Airport Connector – Drive Machinery	70 Hegenberger Road, Oakland	12 kV	12 kV	5247
110	Vent Structure CPS	1260 Stevenson Blvd., Fremont	12 kV	12 kV	876
111	Vent Structure LES	40690 Paseo Padre Pkwy, Fremont	12 kV	12 kV	876
112	Traction Power SPP	40726 Paseo Padre Pkwy, Fremont	277/480	277/480	224
113	Traction Power SBR	42545 Osgood Rd., Fremont	277/480	277/480	238
114	Gap Breaker Station SXA	3231 Skyway Ct., Fremont	277/480	277/480	101
115	Traction Power SWS	2300 Warm Springs Ct., Fremont	277/480	277/480	175

APPENDIX C OPERATIONAL COORDINATION

The Parties will satisfy operational coordination obligations and responsibilities, which include, but are not limited to, the requirements set forth in this Appendix C.

C.1 Maintenance Outage Coordination

The Parties shall coordinate, in conformance with their obligations to the Balancing Authority on an annual basis, any maintenance outages of transmission facilities of their respective facilities that may reasonably be expected to have an impact on the other Party's facilities.

C.2 Underfrequency Load Shedding

Given the current nature of BART's services from PG&E, this section does not govern the BART-PG&E relationship. For the governing requirements and obligations, see the CPUC Jurisdictional Electric Service Agreement.