UPDATED AGREEMENT BETWEEN
SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
AND
PACIFIC GAS AND ELECTRIC COMPANY
FOR SPECIFIED CPUC JURISDICTIONAL ELECTRICAL SERVICES

1. PARTIES

This AGREEMENT is made by and between PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("PG&E"), and SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT ("BART"), a rapid transit district established pursuant to California Public Utilities Code, Section 28500 et seq. PG&E and BART may be referred to collectively as the “Parties” or individually as “Party.”

2. 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 or in Exhibit F of this Agreement. Unless specifically defined in this Section 2 or in Exhibit F 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.

a. “Ancillary Services” has the meaning defined in the CAISO Tariff.

b. "BART Power Supplies” means State Authorized Power Supplies and CAISO Power Supplies.

c. "CAISO Power Supplies” means power supplies to meet BART’s Ancillary Services requirements and Real-Time imbalances between BART’s loads and State Authorized Power Supplies.

d. "CAISO Tariff” means the California Independent System Operator Corporation Fifth Replacement FERC Electric Tariff, as such tariff may be amended.

e. “CEC” means the California Energy Commission.

g. “Direct Generation” means electricity from energy resources directly connected to and generated at a BART Traction Power, Passenger Station, or Miscellaneous Location that on average is less than or equal to the metered physical load at that location during any given billing interval. Direct Generation can consist of eligible renewable energy resources as defined in Section 399.12(e) of the California Public Utilities Code ("Direct Eligible Renewable Energy Resource Electric Generation"), or any other energy resource at that location that is not Direct Eligible Renewable Energy Resource Electric Generation ("Direct Other Resource Electric Generation").

h. “Direct Transactions” means electricity purchased by BART directly from electric service providers in accordance with the terms and conditions set forth in PG&E’s electric Rule 22.

i. “Direct Eligible Renewable Energy Resource Electric Generation Project Installed – Offsetting Excess Generation” means a service location with an Eligible Renewable Energy Resource Electric Generation Project installation that has been designated as eligible to produce Offsetting Excess Generation as per Section 8.

j. “Direct Eligible Renewable Energy Resource Electric Generation Project Installed – Other Excess Generation” means a service location with an Eligible Renewable Energy Resource Electric Generation Project installation that has not been designated as eligible to produce Offsetting Excess Generation as per Section 8.


l. “Distribution Provider” means the entity that provides and operates the “wires” between the transmission system and the end-use customer. For those end-use customers who are served at transmission voltages, the transmission owner also serves as the Distribution Provider. PG&E is the Distribution Provider under this Agreement.
m. “Electric Emergency Plan” or “EEP” is an organized approach to implement the California Independent System Operator load reduction orders in a safe and responsive fashion to preserve the overall reliability of the PG&E system. The EEP makes a good faith effort to be equitable in impact to all customers. This is accomplished by applying the CPUC’s customer prioritization orders in a reasonable and consistent fashion across the PG&E system. The EEP is intended to meet the requirements of CPUC Decision Nos. 86081, 91548, 82-09-028 and 01-04-006, to the extent that those decisions do not conflict with CAISO requirements. As circumstances permit, the EEP will be followed in the event that a local electric emergency occurs on the transmission system. PG&E will allocate localized outages in accordance with PG&E’s electric Rule 14 and the procedures established herein. Depending on the amount of load reduction necessary, customers (including essential and non-exempt essential customers) served from block 50 circuits may be subject to rotating outages. The EEP includes the implementation of an under-frequency load shedding system consistent with regulatory requirements.

n. “Eligible Renewable Energy Resource” has the same meaning as defined in California Public Utilities Code Section 399.12.


q. “Excess Generation” means electricity entirely from an Eligible Renewable Energy Resource Electric Generation Project directly connected to and generated at a BART Traction Power, Passenger Station, or Miscellaneous Location that on average exceeds the metered physical load at that location during any given billing interval. Excess Generation may be categorized as either Offsetting Excess Generation or Other Excess Generation, based on BART’s designation of the Eligible Renewable Energy Resource Generation Project pursuant to Section 8.

a. **Offsetting Excess Generation**: As part of the conjunctive billing process, Offsetting Excess Generation in any hour that on average exceeds the load at the location will offset load at other BART locations at the same voltage level during the same billing interval.
b. **Other Excess Generation**: Excess Generation from all Eligible Renewable Energy Resource Generation Projects that are not designated by BART for treatment as Offsetting Excess Generation or do not qualify for such treatment, will be treated like one of BART’s legislatively approved electricity supply resources.

r. **“Facilities”** means all electric equipment owned, leased, or under contract by PG&E for the purposes of delivering power to BART at the locations specified in Exhibits “A”, “B”, and “C”.

s. **“Federal Preference Power”** means electric power that is purchased by BART from a federal power marketing agency or its successor.

t. **“FERC”** means the Federal Energy Regulatory Commission.

u. **“Local Publicly Owned Electric Utility”** has the same meaning as defined in California Public Utilities Code Section 224.3.

v. **“Local Publicly Owned Electric Utility Power”** means power purchased by BART from a Local Publicly Owned Electric Utility for delivery through PG&E’s Facilities.

w. **“Other Direct Electric Generating Facility Installed”** means a service location that has installed generation that does not qualify as an Eligible Renewable Energy Resource Electric Generation Project.

x. **“Other Direct Electric Generating Facility Not Installed”** means a service location that either has no generation installed or the installed generation is for backup or emergency generation purposes only.

y. **“REC”** means a renewable energy credit which is a tradable certificate of proof that one MWh of electricity has been generated by a renewable-fueled source.


aa. **"Station and Miscellaneous Power"** means

a. single phase, three wire, grounded neutral, sixty cycle, alternating current, delivered and metered at an electromotive force of 120/240 volts, subject to reasonable variations in frequency and electromotive force allowed under PG&E’s electric Rule No. 2, at such BART locations listed in Exhibits "B" and “C” and at such other BART locations that BART may designate on the System for delivery of alternating electric current at that electromotive force
b. three phase, four wire wye, grounded neutral, sixty cycle, alternating electric current, delivered and metered at an electromotive force of 277/480 or 120/208 volts, subject to reasonable variations in frequency and electromotive force allowed under PG&E's electric Rule No. 2, at such BART locations listed in Exhibits "B" and "C" and at such other BART locations that BART may designate on the System for delivery of alternating electric current at that electromotive force;

c. three phase, four wire wye, with resistance grounded neutral, sixty cycle, alternating electric current, delivered and metered at an electromotive force of 2400/4160 volts, subject to reasonable variations in frequency and electromotive force allowed under PG&E's electric Rule No. 2, at such BART locations listed in Exhibits "B" and "C" and at such other BART locations that BART may designate on the System for delivery of alternating electric current at that electromotive force; and

d. alternating current other than Traction Power delivered and metered at other voltages and locations, and in configurations as may be required by BART.

bb. “Special Facilities” are defined in PG&E’s electric Rule No. 2.

cc. “Supplemental Power” means bundled service power supplied and delivered by PG&E pursuant to PG&E’s E-20 Rate Schedule.

dd. “System” means the mass transit system operated by BART within the State of California.

ee. “Third Party” means a person or entity other than BART or PG&E.

ff. "Traction Power" means three phase, sixty cycle, alternating electric current configured to BART’s specification, supplied at an electromotive force of 34,500 volts or above, at points listed in Exhibit "A", subject to reasonable variations in frequency and electromotive force allowed under PG&E’s electric Rule No. 2.

gg. “701.8(d) Facilities” means those Facilities leased to BART and subject to California Public Utilities Code, Section 701.8(d).

NOW, THEREFORE, the Parties agree as follows:

3. PG&E’S ELECTRIC TARIFFS

PG&E's applicable electric tariffs that are on file with the CPUC and in effect on the date of this Agreement, and such amendments to those tariffs, amended tariffs, and additional tariffs relating to PG&E's electric service as the CPUC may from time to time authorize that are not in conflict with this Agreement shall control. Any reference to a PG&E tariff (including both rate schedules and rules) includes any successor tariff.
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FOR SPECIFIED CPUC JURISDICTIONAL ELECTRICAL SERVICES

4. REGULATORY AUTHORITY

All services provided under this Agreement are subject to the jurisdiction of the CPUC and this Agreement shall at all times be subject to such changes or modifications as the CPUC may, from time to time, direct in the exercise of its jurisdiction. PG&E shall notify BART as soon as practicable of any and all such changes or modifications. This Agreement does not govern any service to BART under FERC jurisdiction.

5. OBLIGATIONS OF PG&E

PG&E agrees to do the following:

a. PG&E will provide Back-Up Transformer Service to BART as specified in Exhibit "G".

b. For the services provided under this Agreement, PG&E will bill BART in accordance with this Agreement.

c. Upon notice from BART to PG&E of an addition to the System that requires Traction Power, PG&E and BART shall reach an agreement concerning the cost and scope of work associated with the new facilities. BART will not be required to make payments until completion of work for which BART is being invoiced. Once BART has signed the necessary contracts or authorizations, PG&E shall promptly begin and diligently prosecute to completion the planning and installation of all Facilities required to supply Traction Power for that addition. All such Facilities shall be added to Exhibits “A” and “D”, and if applicable Exhibit “E”. Except for the obligations specified under 6.c. and 6.d. of this Agreement, PG&E will provide BART a free footage allowance of one hundred (100) feet of overhead conductor and related facilities for Traction Power line extensions. BART will pay all applicable charges associated with construction, other than those charges offset by the hundred (100) foot allowance, in accordance with then existing PG&E electric Rule Nos. 2, 15, and 16, or their successors. BART will not receive any allowances other than the hundred (100) foot allowance, and will not be entitled to select the non-refundable discount option or receive any revenue-based refunds.

d. Upon notice from BART to PG&E of any passenger station or location on the System that requires Station and Miscellaneous Power, PG&E and BART shall reach an agreement concerning the cost and scope of work associated with the new facilities. BART will not be required to make payments until completion of work for which BART is being invoiced. Once BART has signed the necessary contracts or authorizations, PG&E shall promptly begin and diligently prosecute to completion the planning and installation of all Facilities required to supply such power to that station or location on the basis of dual supply with automatic switching equipment, unless otherwise directed by BART. All such locations shall be added to Exhibit “B” or Exhibit “C” as appropriate.
The Facilities required for the first source will be according to PG&E’s electric Rules 15 and 16 for the standard facilities. If BART requests any non-standard Facilities for the first source, then the non-standard facilities will be installed and billed as Special Facilities. BART will pay all applicable charges associated with construction of the first source, other than those charges offset by line extension or other credits, in accordance with PG&E electric Rules 2, 15 and 16, or their successors.

The Facilities required for the second source for any dual supply with automatic switching for Station and Miscellaneous Power will be considered Special Facilities. BART will pay all applicable charges in accordance with electric Rule 2.

Table 1 summarizes the treatment of various existing and new distribution facilities at BART locations that receive Station and Miscellaneous Power.
### Table 1

<table>
<thead>
<tr>
<th>Activity Regarding PG&amp;E and BART facilities</th>
<th>First Source</th>
<th>Second Supply and Automatic Switching Equipment</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Applicable to post January 1, 2017 Installations</strong></td>
<td></td>
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</tr>
<tr>
<td>New Installation on or after January 1, 2017&lt;sup&gt;1&lt;/sup&gt;</td>
<td>• Rules 15 and 16 with revenue allowance</td>
<td>• Rule 2 Special Facilities</td>
</tr>
<tr>
<td><strong>Applicable to both pre and post January 1, 2017 Installations</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service Upgrade Due To Increased Load</td>
<td>• Rules 15 and 16 with revenue allowance</td>
<td>• Rule 2 Special Facilities</td>
</tr>
<tr>
<td>Like for Like Replacement Due to End-of-Life of PG&amp;E Facilities</td>
<td>• PG&amp;E and BART facilities at PG&amp;E expense for least cost configuration. • PG&amp;E and BART facilities at BART expense for cost in excess of least cost configuration.</td>
<td>• PG&amp;E Facilities at PG&amp;E expense for least cost configuration with no adjustment to Rule 2 Special Facilities cost basis. • BART facilities at BART expense.</td>
</tr>
<tr>
<td>Rearrangement / Alteration of PG&amp;E or BART facilities at BART Request</td>
<td>• PG&amp;E Facilities at BART expense. • BART facilities at BART expense.</td>
<td>• PG&amp;E Facilities pursuant to CPUC Form 79-255, Section 11. • BART facilities at BART expense.</td>
</tr>
<tr>
<td>Removal of PG&amp;E or BART facilities</td>
<td>• PG&amp;E Facilities at BART expense. • BART facilities at BART expense.</td>
<td>• PG&amp;E Facilities pursuant to CPUC Form 79-255, Section 13. • BART facilities at BART expense.</td>
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<sup>1</sup> Four projects are currently “in-flight” and will likely be completed after January 1, 2017. The four in-flight projects are the Dublin/Pleasanton Passenger Station, South Hayward Passenger Station, Warm Springs Passenger Station, and the east end of the Transbay Tube. These four in-flight projects will be handled under the pre-January 1, 2017 cost responsibility rules in effect under the prior PG&E/BART agreement.
e. PG&E shall lease Facilities to BART pursuant to Section 701.8(d) at any Traction Power location specified by BART. All Facilities leased pursuant to Section 701.8(d) at any Traction Power location shall be listed in Exhibit “E”.

f. PG&E shall render to BART monthly bills that show detailed breakdowns and computations of all charges, including the charges for the power supplied to each Traction Power and Station and Miscellaneous Power location.

g. PG&E shall use PG&E’s distribution Facilities to deliver power from BART Power Supplies to the locations listed in Exhibits “A”, “B”, and “C”, and to those future locations requested by BART to serve the System.

h. PG&E will, upon request, provide BART with historical meter data and load profile data for each existing BART meter for 2014, 2015 and 2016. BART may make this request one time only.

i. PG&E will work with BART to establish a common set of procedures to adjust BART’s metered usage for distribution loss factors in line with common PG&E practice under CPUC rules.

j. PG&E is the Distribution Provider for all BART points of delivery receiving CPUC-jurisdictional distribution service. BART’s loads are to be included as part of the Electric Emergency Plan and PG&E shall be responsible for any manual or automatic load shedding requirements in accordance with the Electric Emergency Plan and consistent with CPUC policies. PG&E will inform BART of the treatment of BART loads in its load shedding plan. Consistent with current practices, PG&E will not install under-frequency load shedding relays on BART’s Traction Power service. For locations where BART receives dual primary service, PG&E will subject no more than one source to manual or automatic load shedding at that location.

6. OBLIGATIONS OF BART

BART agrees to do the following:

a. BART shall take all reasonable measures to install, maintain, and operate such protective devices and take such protective actions to protect and maintain the integrity and continuity of the interconnected system. At each Traction Power location, BART will provide and maintain space on or near BART’s electrical service entrance panels for protective relays and other related equipment required by PG&E to provide service to BART.

b. For the services provided under this Agreement, BART will pay to PG&E all charges specified in Section 7 of this Agreement. This Agreement does not cover services or new charges not described herein or rates or charges applicable thereto.
c. BART shall fulfill its responsibilities required under electric Rule 2 for protection equipment. If PG&E needs to install new or modify existing protection equipment as a result of a request by BART for a change in load, change in service configuration or to initiate a new service point, then PG&E's costs shall be considered Special Facilities under electric Rule 2.

d. BART shall reimburse PG&E for payments required to obtain easements and rights of way on private property acquired by PG&E and necessary regulatory approval pursuant to General Order 131-D for such construction for Facilities required to supply Traction Power, and Station and Miscellaneous Power for additions to the System. Nothing in this Section 6.d. shall preclude BART from acquiring easements and rights of way, and all related regulatory approvals, necessary for construction by PG&E of Facilities under this Agreement, provided that BART shall coordinate such land right acquisition activities with PG&E and that such land rights acquired are satisfactory to PG&E.

e. With respect to Station and Miscellaneous Power delivered and metered at an electromotive force of 2400/4160 volts, BART will provide a resistance ground for the neutral of the four-wire wye.

f. BART will operate the System in such a manner that its electric load characteristics are in accordance with the specifications set forth in Exhibit “D”.

g. In the event that BART provides notice to PG&E of an addition to the System that requires PG&E to supply and/or deliver Traction Power or Station and Miscellaneous Power, BART's notice and subsequent documentation to PG&E shall include information that PG&E deems necessary for PG&E to begin and complete the planning, engineering, and installation of the Facilities.

h. In any notice that BART provides to PG&E of an addition to the System that requires PG&E to supply and/or deliver Station and Miscellaneous Power, BART shall specify whether or not power to that addition shall be on the basis of dual primary supply with automatic switching equipment.

i. In the event that BART disputes any charges billed by PG&E pursuant to this Agreement, BART agrees that all disputed portions of the amount claimed by PG&E to be due shall, within sixty (60) days, be deposited with the CPUC, or a designated escrow holder in accordance with PG&E’s electric Rule 10.

j. For all BART Eligible Renewable Energy Resources installed at BART locations subject to this Agreement, BART shall retain or retire the associated RECs from such BART Eligible Renewable Energy Resources for the duration of this Agreement.
k. In accordance with the CPUC Rules, BART shall install and maintain the necessary equipment to maintain proper power factor and voltage at the point of interconnection. BART is responsible for power factor correction. When BART is receiving power from the PG&E system, metered power factors outside acceptable ranges may result in additional charges, as specified in PG&E’s tariffs and operating standards.

7. CHARGES FOR SERVICES PROVIDED UNDER THIS AGREEMENT

BART will pay the following charges under this Agreement:

a. For BART Power Supplies delivered pursuant to this Agreement to locations specified in Exhibit “A”, “B”, and “C”, BART shall pay the component charges for the applicable voltage level pursuant to the E-20 rate schedule. These component charges and billing calculations are specified in Exhibit “F”.

b. BART shall be charged for 701.8(d) Facilities in accordance with Exhibit “E”. PG&E agrees that the monthly charges for 701.8(d) Facilities cover all necessary maintenance, repair and replacement services including spare parts and inventory related to such 701.8(d) Facilities.

c. BART shall be charged for Transformer Back-up Service in accordance with Exhibit “G”. BART will not be required to make payments for this service until completion of work for which BART is being invoiced.

d. BART shall be charged for costs in accordance with Sections 5.c and/or 5.d.

8. BART SELECTION OF ELIGIBLE RENEWABLE ENERGY RESOURCE GENERATION PROJECTS QUALIFYING FOR OFFSETTING EXCESS GENERATION

8.1 BART may designate one or more Eligible Renewable Energy Resource Electric Generation Projects, with a cumulative capacity not to exceed 7.5 MWs (CEC AC) and meeting milestones described section 8.2 below, as eligible to produce Offsetting Excess Generation.

8.2 As part of the conjunctive billing process, Offsetting Excess Generation in any hour that exceeds the load at the location will offset load at other BART locations at the same voltage level during the same billing interval. In order for a given project to qualify for this treatment, all of the following conditions apply:

a. By no later than January 1, 2018, BART must have provided to PG&E the locations and “indicative” capacities for projects that it wishes to be eligible to provide Offsetting Excess Generation. The cumulative capacity of all such

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1 California Energy Commission Alternating Current is PTC Rating x Number of Modules x Inverter Efficiency. The PTC rating is based upon 1,000 Watt/m2 solar irradiance, 20 degrees Celsius ambient temperature, and 1 meter/second wind speed.
projects identified by BART by January 1, 2018 cannot exceed 7.5 MWs;

b. By no later than July 1, 2019, BART must have executed Power Purchase Agreements or contracts for system purchase at specified capacities for the locations identified in 8.2.a above in order for such projects to be eligible to provide Offsetting Excess Generation. The cumulative capacity of all such projects cannot exceed 7.5 MWs. Individual projects larger than 1 MW must be sized to not exceed site load (based on annual kWhs).

c. The goal is to complete construction and request interconnection prior to January 1, 2021 for any project to be eligible to provide Offsetting Excess Generation, and then only if the 7.5 MWs have not already been reserved by other projects. Aggregate project capacity representing no more than 50% of the capacity identified in 8.2.b can complete construction and interconnection later than January 1, 2021.

d. Through January 1, 2018, projects may be moved, or scheduled to be moved out of the Offsetting Excess Generation category to accommodate planned projects that otherwise would have exceeded the 7.5 MW limit. BART shall provide PG&E at least 3 months' notice prior to adding or removing a project from the Offsetting Excess Generation category.

e. Existing and in flight Eligible Renewable Energy Electric Generation Projects (including Lafayette, Union City, Richmond, Hayward and Warm Springs) will be placed in the Offsetting Excess Generation category. These in flight Eligible Renewable Energy Electric Generation Projects can be removed from the Offsetting Excess Generation category pursuant to Section 8.2.d.

All locations at a given voltage level need to receive service on the same billing option (i.e., Standard E-20 vs E-20 Option R).\(^1\)

9. **SUPPLEMENTAL POWER**

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\(^1\) Eligibility for Option R will be determined based upon the aggregate load and generation at a given voltage level.
BART currently does not intend to procure Supplemental Power from PG&E. BART will notify PG&E at least 12 months in advance of commencement of taking Supplemental Power from PG&E at which point PG&E and BART will define the specific meter and schedule information exchange and settlement process needed to accommodate that procurement. Upon initiation of Supplemental Power service, two weeks prior to each monthly settlement period, BART will inform PG&E of its intent to take Supplemental Power in lieu of CAISO imbalance energy. In general, Supplemental Power settlement will have the following characteristics:

a. 60 minute settlement with no banking or deviation band considerations for over or under deliveries.

b. Conjunctive billing for Offsetting Excess Generation.

c. Supplemental power will be billed under Rate Schedules E20T, E20S, or E20P, as applicable.

10. DIRECT TRANSACTIONS

BART and PG&E agree that BART has the right by California legislation to procure electricity through Direct Transactions. BART currently does not intend to procure electricity through Direct Transactions. BART will notify PG&E at least 12 months in advance of commencing to procure electricity through Direct Transactions, at which point PG&E and BART will define the specific meter and schedule information exchange and settlement process needed to accommodate that procurement. In general, Direct Transactions settlement will have the following characteristics:

a. 60 minute settlement.

b. Conjunctive billing for Offsetting Excess Generation.

c. Direct Transactions will be billed under Rate Schedules E20T, E20S, or E20P, as applicable, excluding the generation component.

11. ASSET REVIEW

a. Notwithstanding Section 5(g) of the prior Agreement Between BART and PG&E for Specified CPUC Jurisdictional Services, PG&E and BART agree that PG&E is not required to sell the East Portal Substation Facilities to BART upon termination of that Agreement.

b. By September 30, 2017, PG&E and BART will meet to review and identify the owner of the assets at the locations in Exhibit A. The equipment to be identified at each location will include: 34.5 kV cable, transformers, tap changers, breakers, aerial switches, oil circuit breakers, disconnect switches, protective relays and fencing.

c. By December 31, 2017, or such longer period as the Parties may mutually agree upon, PG&E and BART will agree upon an asset list for the assets described in subsection b above.
d. In the event of any dispute regarding the ownership of any of the assets on the asset list discussed in subsection b above, PG&E and BART will contact the CPUC’s Alternative Dispute Resolution Coordinator to request assistance in resolving their disputes.

12. RESOURCE ADEQUACY

BART’s loads are not part of PG&E’s resource adequacy obligations and PG&E will not be obligated to, and will not, procure resource adequacy capacity to cover BART loads.

13. PARALLEL OPERATION

Whenever BART uses generating units, storage facilities, or other sources of supply not delivered through PG&E’s system, including during emergency situations, such generating units, storage facilities, or other sources of supply may not be operated in parallel with PG&E’s system unless authorized by PG&E and in compliance with PG&E’s electric Rule Nos. 2 and 21.

14. LIMITED TO ENERGY USING PG&E FACILITIES

Except for power from Direct Generation, the Parties have no understanding or agreement with respect to the delivery of power to BART that does not pass through PG&E’s Facilities.

15. EXHIBITS


For each Eligible Renewable Energy Resource Electric Generation Project subject to this Agreement a “Special Interconnection Agreement for BART Eligible Renewable Energy Resource Electric Generating Projects” in the form set forth in Exhibit H will be entered into by PG&E and BART.

16. TERM

a. This Agreement becomes effective January 1, 2017 after final approval by the CPUC and continues in effect from its effective date until 24:00 hours (midnight) prevailing Pacific Time on December 31, 2026, unless either Party rejects this Agreement in accordance with subparagraph (b) hereof.

b. If final approval by the CPUC is not an unqualified approval of this Agreement, then the Parties shall attempt in good faith to renegotiate the terms and conditions of this Agreement so as to restore the original balance of benefits and burdens contemplated by the Parties. If a new agreement or agreements cannot be negotiated within sixty (60) days after the commencement of negotiations, or such longer period as the Parties shall mutually agree, either Party shall have the right to reject this Agreement provided that such Party gives written notice of
such decision to the other Party within thirty (30) days of the end of the 60-day period, or such longer period as has been mutually agreed to.

c. This Agreement supersedes and terminates all prior agreements between the Parties with respect to electric power supply, including, but not limited to, agreements executed May 31, 1968, January 21, 1972, August 19, 1987, July 31, 1997, June 21, 2000 and July 29, 2008. Notwithstanding anything to the contrary in this Agreement or in the Interconnection Agreement between PG&E and BART and the Offer of Settlement and Stipulation filed at FERC contemporaneously with the execution of this Agreement, the Agreement for Installation or Allocation of Special Facilities for Permissive Overreach Transfer Trip and related communication equipment at BART’s Shaw Road Substation, dated August 4, 2000, shall continue in full force and effect.

d. In each instance where PG&E believes 1) BART is bypassing PG&E’s facilities by a direct connection to a Third Party where such direct connection displaces the power that PG&E is then currently supplying or has been requested to serve in writing; or 2) BART is providing power to Third Parties other than to existing, or equivalent future, concessionaires located on BART owned station property, PG&E may provide BART written notice of such bypassing. If BART does not eliminate the noticed bypassing, or demonstrate to PG&E its belief is incorrect, within 90 days of receipt of PG&E’s written notice, PG&E may, at its sole option, terminate this Agreement with one hundred and eighty (180) days prior written notice.

17. GENERAL TERMS

a. **Headings**: Headings or titles of the provisions hereof are for convenience only and shall have no effect on the provisions of this Agreement.

b. **Construction of Agreement**: Ambiguities or uncertainties in the wording of this Agreement will not be construed for or against any Party, but will be construed in the manner that most accurately reflects the Parties’ intent as of the date they executed this Agreement.

c. **Severability**: Any provision of this Agreement which is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

d. **Statutory Requirements**: The Parties agree that the services and charges in this Agreement are permitted under Section 701.8 or Section 374(b) of the California Public Utilities Code.
e. **Entire Agreement:** This Agreement and the Exhibits to it constitute the complete agreement of the Parties relating to the matters specified in this Agreement and supersede all prior representations or agreements, whether oral or written, with respect to such matters. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party. This Agreement is for the benefit of, and shall be binding upon, the Parties and their respective successors and assigns.

f. **Non-Waiver:** The waiver by either Party of any breach of any term, covenant or condition contained in this Agreement or in a utility service billing, or any default in the payment of any obligation of any utility service billing rendered pursuant to this Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition or obligation. Nor shall any waiver of any incident of breach or default in payment constitute a continuing waiver of the same.

g. **Definitions:** The singular shall include the plural, and the plural shall include the singular.

h. **Force Majeure:** No Party shall be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of force majeure, including without limitation, acts of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party’s control. However, a Party whose performance under this Agreement is hindered by an event of force majeure shall make all reasonable efforts to perform its obligations under this Agreement.

i. **Exclusion of Damages:** Neither Party shall be liable to the other for any special, incidental, exemplary or consequential damages, whether such damages arise in contract, tort (including negligence) or otherwise, including but not limited to lost profits and loss of power.

j. **Modification:** This Agreement may be amended or modified only by a written instrument signed by the authorized representatives of both Parties.

k. **Notices:** A notice, request, approval, consent or other communication required or permitted by this Agreement shall be in writing and is sufficiently given, if personally delivered or sent by mail, postage pre-paid, addressed
if to PG&E,
    Pacific Gas & Electric Company
    Attention of Manager, Electric Transmission Contract Management
    PO BOX 770000, Mail Code B13L
    San Francisco, California 94177

if 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

or to such other addresses or to the attention of other persons as the Parties may
designate by notice given in the manner provided in this paragraph.

l. Counterparts: This Agreement may be executed in two counterparts, each of
which shall be deemed an original and all of which together shall constitute one
instrument.

m. Governing Law: This Agreement shall be interpreted, governed, and construed
under the laws of the State of California.

n. No FERC Jurisdictional Services: Notwithstanding any language or provision in
this Agreement to the contrary, this Agreement does not apply to any FERC
jurisdictional services provided to BART by PG&E.

18. SIGNATURE CLAUSE
UPDATED AGREEMENT BETWEEN
BART AND PG&E
FOR SPECIFIED CPUC JURISDICTIONAL ELECTRICAL SERVICES

1. The signatories hereto represent that they have been duly authorized to enter into this Agreement on behalf of the Party for which they sign.

2. IN WITNESS WHEREOF, the Parties have executed this Agreement.

SAN FRANCISCO
BAY AREA RAPID TRANSIT DISTRICT

(Signature)
Grace Crunican
(Type or print name)

(PACIFIC GAS AND ELECTRIC COMPANY)

(Signature)
Steven E. Malnight
(Type or print name)

General Manager

(SVP, REGULATORY AFFAIRS)

9/21/16
(Date)

9/22/16
(Date)
## EXHIBIT A
### TRACTION POWER LOCATIONS

<table>
<thead>
<tr>
<th>Ref No.</th>
<th>Name</th>
<th>Owner</th>
<th>Location</th>
<th>Point-of-Delivery to BART (Voltage at Point-of-Delivery)</th>
<th>Point of Metering (Meter Voltage)</th>
<th>Billing Adjustments</th>
<th>Number of Services</th>
<th>Capacity of Services (kVA)</th>
<th>Name</th>
<th>Location</th>
<th>Subject to Asset Review</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Lakewood Substation</td>
<td>PG&amp;E</td>
<td>Walnut Creek</td>
<td>Load side of transformer (34.5 kV)</td>
<td>Load side of transformer (34.5 kV)</td>
<td>Billed at 115 kV per PUC 701.8(d)</td>
<td>One</td>
<td>29,000</td>
<td>Walnut Creek N. Calif Blvd N/O Ygnacio Valley Rd Walnut Creek</td>
<td>Yes</td>
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<tr>
<td>2</td>
<td>East Portal Substation</td>
<td>PG&amp;E¹</td>
<td>Orinda</td>
<td>Load side of transformer (34.5 kV)</td>
<td>Load side of transformer (34.5 kV)</td>
<td>Billed at 115 kV per PUC 701.8(d)</td>
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<td>29,000</td>
<td>Orinda Freeway Route 24 &amp; Camino Pablo Orinda</td>
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<td>3</td>
<td>Station G</td>
<td>PG&amp;E</td>
<td>El Cerrito</td>
<td>Load side of transformer (34.5 kV)</td>
<td>Load side of transformer (34.5 kV)</td>
<td>Billed at 115 kV per PUC 701.8(d)</td>
<td>Two</td>
<td>30,000</td>
<td>Portola Drive S/O Portola Dr., W/O Rancho Ct. El Cerrito</td>
<td>Yes</td>
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<td>4</td>
<td>Jarvis Substation</td>
<td>PG&amp;E</td>
<td>Decoto</td>
<td>Load side of transformer (34.5 kV)</td>
<td>Load side of transformer (34.5 kV)</td>
<td>Billed at 115 kV per PUC 701.8(d)</td>
<td>One</td>
<td>45,000</td>
<td>Union City E/O Decoto Rd &amp; 12th St., Union City</td>
<td>Yes</td>
<td></td>
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<tr>
<td>5</td>
<td>Station U</td>
<td>PG&amp;E</td>
<td>San Leandro</td>
<td>Load side of transformer (34.5 kV)</td>
<td>Load side of transformer (34.5 kV)</td>
<td>Billed at 115 kV per PUC 701.8(d)</td>
<td>One</td>
<td>50,000</td>
<td>Watson Ave. Washington St &amp; Watson Ave., San Leandro</td>
<td>Yes</td>
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<tr>
<td>6</td>
<td>Oakland Power Plant</td>
<td>PG&amp;E</td>
<td>Oakland</td>
<td>Load side of transformer (34.5 kV)</td>
<td>Load side of transformer (34.5 kV)</td>
<td>Billed at 115 kV per PUC 701.8(d)</td>
<td>Two</td>
<td>50,000</td>
<td>Washington St. 5th &amp; Washington Sts., Oakland</td>
<td>Yes</td>
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<tr>
<td>7</td>
<td>Bayshore Substation</td>
<td>PG&amp;E</td>
<td>San Francisco</td>
<td>Load side of transformer (34.5 kV)</td>
<td>Load side of transformer (34.5 kV)</td>
<td>Billed at 115 kV per PUC 701.8(d)</td>
<td>Two</td>
<td>61,000</td>
<td>Valencia St. Mission St., W/O Powers Ave., San Francisco</td>
<td>Yes</td>
<td></td>
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<tr>
<td>8</td>
<td>East Dublin</td>
<td>BART</td>
<td>East Dublin</td>
<td>High voltage landing structure in substation (60 kV)</td>
<td>Load side of transformer (34.5 kV)</td>
<td>Billed at 60 kV</td>
<td>Two</td>
<td>30,000</td>
<td>East Dublin Hacienda Drive, Dublin</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Willow Pass</td>
<td>BART</td>
<td>West Pittsburg</td>
<td>High voltage landing structure in substation (115 kV)</td>
<td>Load side of transformer (34.5 kV)</td>
<td>Billed at 115 kV</td>
<td>One</td>
<td>25,000</td>
<td>Evora Rd Evora Road, West Pittsburg</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Castro Valley</td>
<td>PG&amp;E</td>
<td>Castro Valley</td>
<td>Load side of transformer (34.5 kV)</td>
<td>Load side of transformer (34.5 kV)</td>
<td>Billed at 230 kV per PUC 701.8(d)</td>
<td>One</td>
<td>30,000</td>
<td>Crow Canyon Grove Way, Castro Valley</td>
<td>Yes</td>
<td></td>
</tr>
</tbody>
</table>

¹ The substation site, control building, foundations or pads for Facilities, and fencing or equivalent structures at PG&E’s East Portal substation at Orinda are the property of BART.
## TRACTION POWER SUBSTATION INFORMATION

<table>
<thead>
<tr>
<th>Ref No.</th>
<th>Name</th>
<th>Owner</th>
<th>Location</th>
<th>Point-of-Delivery to BART (Voltage at Point-of-Delivery)</th>
<th>Point of Metering (Meter Voltage)</th>
<th>Billing Adjustments</th>
<th>Number of Services</th>
<th>Capacity of Services (kVA)</th>
<th>Name</th>
<th>Location</th>
<th>Subject to Asset Review</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>WSP Santa Paula Bulk Substation</td>
<td>BART</td>
<td>Millbrae</td>
<td>High voltage landing structure in substation (115 kV)</td>
<td>Primary side of transformer (115 kV)</td>
<td>Billed at 115 kV</td>
<td>One</td>
<td>45,000</td>
<td>Santa Paula</td>
<td>19 Monterey St., Millbrae</td>
<td>Yes</td>
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<tr>
<td>12</td>
<td>WSR Shaw Road Bulk Substation</td>
<td>BART</td>
<td>San Bruno</td>
<td>High voltage landing structure in substation (115 kV)</td>
<td>Primary side of transformer (115 kV)</td>
<td>Billed at 115 kV</td>
<td>One</td>
<td>45,000</td>
<td>Shaw Road</td>
<td>983 7th Ave., San Bruno</td>
<td>Yes</td>
</tr>
</tbody>
</table>
## EXHIBIT B
### STATION POWER LOCATIONS

<table>
<thead>
<tr>
<th>Ref No.</th>
<th>Name</th>
<th>Location</th>
<th>Voltage at Point-of-Delivery</th>
<th>Voltage at Point-of-Metering</th>
<th>Estimated Normal Maximum Demands (kVA)</th>
</tr>
</thead>
<tbody>
<tr>
<td>13</td>
<td>Daly City</td>
<td>Hillcrest &amp; San Joaquin Ave., Daly City</td>
<td>277/480</td>
<td>277/480</td>
<td>250</td>
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<tr>
<td>14</td>
<td>Balboa Park</td>
<td>Ocean Ave. &amp; So. Freeway, SF</td>
<td>277/480</td>
<td>277/480</td>
<td>175</td>
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<tr>
<td>15</td>
<td>Glen Park</td>
<td>Bosworth &amp; Diamond, SF</td>
<td>277/480</td>
<td>277/480</td>
<td>270</td>
</tr>
<tr>
<td>16</td>
<td>24th Street</td>
<td>Mission &amp; 24 Sts., SF</td>
<td>277/480</td>
<td>277/480</td>
<td>310</td>
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<tr>
<td>17</td>
<td>16th Street</td>
<td>Mission &amp; 16th Sts., SF</td>
<td>277/480</td>
<td>277/480</td>
<td>205</td>
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<tr>
<td>18</td>
<td>Civic Center</td>
<td>Market &amp; Fulton Sts., SF</td>
<td>277/480 Network</td>
<td>277/480 Network</td>
<td>350</td>
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<tr>
<td>19</td>
<td>Powell Street</td>
<td>Market &amp; Powell Sts., SF</td>
<td>277/480 Network</td>
<td>277/480 Network</td>
<td>375</td>
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<tr>
<td>20</td>
<td>Montgomery St.</td>
<td>Market &amp; Montgomery Sts., SF</td>
<td>277/480 Network</td>
<td>277/480 Network</td>
<td>450</td>
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<tr>
<td>21</td>
<td>Embarcadero</td>
<td>Market &amp; Davis Sts., SF</td>
<td>277/480 Network</td>
<td>277/480 Network</td>
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<td>22</td>
<td>Oakland West</td>
<td>Chester &amp; 5th Sts., Oakland</td>
<td>277/480</td>
<td>277/480</td>
<td>125</td>
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<tr>
<td>23</td>
<td>12th Street</td>
<td>Broadway &amp; 12th Sts., Oakland</td>
<td>277/480 Network</td>
<td>277/480 Network</td>
<td>575</td>
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<tr>
<td>24</td>
<td>19th Street</td>
<td>Broadway &amp; 18th Sts., Oakland</td>
<td>277/480 Network</td>
<td>277/480 Network</td>
<td>550</td>
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<tr>
<td>25</td>
<td>MacArthur</td>
<td>40th St., &amp; Freeway Route 24, Oakland</td>
<td>277/480</td>
<td>277/480</td>
<td>375</td>
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<tr>
<td>26</td>
<td>Lake Merritt</td>
<td>Oak &amp; 8th Sts., Oakland</td>
<td>277/480</td>
<td>277/480</td>
<td>935</td>
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<tr>
<td>27</td>
<td>Fruitvale</td>
<td>E 12th St., &amp; 35th Ave., Oakland</td>
<td>277/480</td>
<td>277/480</td>
<td>155</td>
</tr>
<tr>
<td>28</td>
<td>Coliseum</td>
<td>San Leandro St., &amp; 73rd Ave., Oakland</td>
<td>277/480</td>
<td>277/480</td>
<td>200</td>
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<tr>
<td>29</td>
<td>San Leandro</td>
<td>San Leandro Blvd., &amp; W. Joaquin Ave., San Leandro</td>
<td>277/480</td>
<td>277/480</td>
<td>185</td>
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<tr>
<td>30</td>
<td>Bayfair</td>
<td>Colby &amp; Wagner Sts., San Leandro</td>
<td>277/480</td>
<td>277/480</td>
<td>180</td>
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<tr>
<td>Ref No.</td>
<td>Name</td>
<td>Location</td>
<td>Voltage at Point-of-Delivery</td>
<td>Voltage at Point-of-Metering</td>
<td>Estimated Normal Maximum Demands (kVA)</td>
</tr>
<tr>
<td>---------</td>
<td>-----------------</td>
<td>-----------------------------------------------</td>
<td>------------------------------</td>
<td>------------------------------</td>
<td>----------------------------------------</td>
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<tr>
<td>31</td>
<td>Fremont</td>
<td>Mowry &amp; Vancouver Sts., Fremont</td>
<td>120/240</td>
<td>120/240</td>
<td>15</td>
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<tr>
<td>32</td>
<td>Hayward</td>
<td>Sutro &amp; C Sts., Hayward</td>
<td>277/480</td>
<td>277/480</td>
<td>200</td>
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<tr>
<td>33</td>
<td>South Hayward</td>
<td>Cole Pl. S/O Tennyson Rd., Hayward</td>
<td>277/480</td>
<td>277/480</td>
<td>150</td>
</tr>
<tr>
<td>34</td>
<td>Union City</td>
<td>East of Decoto Rd. &amp; 12th St., Union City</td>
<td>277/480</td>
<td>277/480</td>
<td>185</td>
</tr>
<tr>
<td>35</td>
<td>Fremont</td>
<td>East of Mowry Ave. near Walnut Way, Fremont</td>
<td>277/480</td>
<td>277/480</td>
<td>180</td>
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<tr>
<td>36</td>
<td>Ashby</td>
<td>Adeline &amp; Essex Sts., Berkeley</td>
<td>277/480</td>
<td>277/480</td>
<td>285</td>
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<tr>
<td>37</td>
<td>Berkeley</td>
<td>Shattuck Ave. &amp; Center St., Berkeley</td>
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<tr>
<td>38</td>
<td>North Berkeley</td>
<td>Sacramento &amp; Francisco Sts., Berkeley</td>
<td>277/480</td>
<td>277/480</td>
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<tr>
<td>39</td>
<td>El Cerrito Plaza</td>
<td>Fairmont Ave. &amp; Richmond St., El Cerrito</td>
<td>277/480</td>
<td>277/480</td>
<td>150</td>
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<tr>
<td>40</td>
<td>El Cerrito del Norte</td>
<td>Cutting Blvd. &amp; Kearney St., El Cerrito</td>
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<tr>
<td>41</td>
<td>Richmond</td>
<td>Nevine Ave. &amp; 17th St., Richmond</td>
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<td>42</td>
<td>Rockridge</td>
<td>College &amp; Keith Ave., Berkeley</td>
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<td>277/480</td>
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<tr>
<td>43</td>
<td>Orinda</td>
<td>Camino Pablo &amp; Freeway Route 24, Orinda</td>
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<tr>
<td>44</td>
<td>Lafayette</td>
<td>Freeway Route 24, East of Happy Valley Rd., Lafayette</td>
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<td>277/480</td>
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<tr>
<td>45</td>
<td>Walnut Creek</td>
<td>No. California Blvd. N/O Ygnacio Valley Rd., Walnut Creek</td>
<td>277/480</td>
<td>277/480</td>
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<tr>
<td>46</td>
<td>Pleasant Hill</td>
<td>Geary &amp; Oak Rd., Pleasant Hill</td>
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<td>47</td>
<td>Concord</td>
<td>Atlantic &amp; Berkeley Ave.</td>
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## EXHIBIT B (Continued)
### STATION POWER LOCATIONS

<table>
<thead>
<tr>
<th>Ref No.</th>
<th>Name</th>
<th>Location</th>
<th>Voltage at Point-of-Delivery</th>
<th>Voltage at Point-of-Metering</th>
<th>Estimated Normal Maximum Demands (kVA)</th>
</tr>
</thead>
<tbody>
<tr>
<td>48</td>
<td>North Concord</td>
<td>Port Chicago Hwy. &amp; Panoramic Dr., Concord</td>
<td>120/240</td>
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<td>49</td>
<td>East Dublin / Pleasanton</td>
<td>5801 Owens Drive, Pleasanton</td>
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<tr>
<td>50</td>
<td>Castro Valley</td>
<td>3301 Northridge, Castro Valley</td>
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<td>51</td>
<td>Pleasant Hill Parking</td>
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<td>Grand Street Garage</td>
<td>Grand Street, Hayward</td>
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<td>Walnut Creek Parking</td>
<td>Ygnacio Valley, Walnut Creek</td>
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<td>54</td>
<td>Pittsburg/Bay Point</td>
<td>1700 West Leland, Pittsburg</td>
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<td>250</td>
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<tr>
<td>55</td>
<td>Bay Point</td>
<td>Willow Pass Rd., Baypoint</td>
<td>277/480</td>
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<td>Colma</td>
<td>El Camino &amp; F Street, Colma</td>
<td>12 kV</td>
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<tr>
<td>57</td>
<td>South San Francisco</td>
<td>1333 Mission Road, South San Francisco</td>
<td>12 kV</td>
<td>12 kV</td>
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<tr>
<td>58</td>
<td>San Bruno</td>
<td>1151 Huntington Ave., San Bruno</td>
<td>12 kV</td>
<td>12 kV</td>
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<tr>
<td>59</td>
<td>Millbrae</td>
<td>200 North Rollins Rd., Millbrae</td>
<td>12 kV</td>
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<tr>
<td>106</td>
<td>West Dublin Station</td>
<td>601 8th St., Oakland</td>
<td>277/480</td>
<td>277/480</td>
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<td>108</td>
<td>Oakland Airport Connector – Coliseum Station</td>
<td>7400 San Leandro Street, Oakland</td>
<td>277/480</td>
<td>277/480</td>
<td>314</td>
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<td>109</td>
<td>Warm Springs Station</td>
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<td>277/480</td>
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## EXHIBIT C
### MISCELLANEOUS POWER LOCATIONS

<table>
<thead>
<tr>
<th>Ref No.</th>
<th>Name</th>
<th>Location</th>
<th>Voltage at Point-of-Delivery</th>
<th>Voltage at Point-of-Metering</th>
<th>Estimated Normal Maximum Demands (kVA)</th>
</tr>
</thead>
<tbody>
<tr>
<td>60</td>
<td>Daly City Turnback</td>
<td>School &amp; Junipero Serra Blvd., Daly City</td>
<td>277/480</td>
<td>277/480</td>
<td>500</td>
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<tr>
<td>61</td>
<td>Daly City Maintenance Facility</td>
<td>&quot;F&quot; &amp; &quot;D&quot; Sts., Daly City</td>
<td>277/480</td>
<td>277/480</td>
<td>500</td>
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<tr>
<td>62</td>
<td>Daly City Maintenance Facility</td>
<td>Hill &amp; &quot;B&quot; Sts., Daly City</td>
<td>277/480</td>
<td>277/480</td>
<td>200</td>
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<tr>
<td>63</td>
<td>S.F. Vent Structure</td>
<td>300 ft. East of Ferry Bldg., SF</td>
<td>277/480 Network</td>
<td>277/480 Network</td>
<td>305</td>
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<tr>
<td>64</td>
<td>Oakland Vent Structure</td>
<td>5th St., &amp; Oakland Mole, Oakland</td>
<td>277/480</td>
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<td>65</td>
<td>Oakland Maintenance Facility</td>
<td>East 7th St., Oakland</td>
<td>277/480</td>
<td>277/480</td>
<td>350</td>
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<tr>
<td>67</td>
<td>Southern Alameda Yard</td>
<td>Fairway St. between SPRR &amp; WPRR, Hayward</td>
<td>4160/2400</td>
<td>4160/2400</td>
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<tr>
<td>68</td>
<td>Richmond Yard</td>
<td>Kearny &amp; 12th Sts., Richmond</td>
<td>4160/2400</td>
<td>4160/2400</td>
<td>500</td>
</tr>
<tr>
<td>69</td>
<td>East Portal, Berkeley Hills Tunnel</td>
<td>West of Orinda</td>
<td>277/480</td>
<td>277/480</td>
<td>200</td>
</tr>
<tr>
<td>70</td>
<td>Lafayette</td>
<td>Deer Hill Rd. &amp; Orchard Rd., Lafayette</td>
<td>120/240</td>
<td>120/240</td>
<td>12</td>
</tr>
<tr>
<td>71</td>
<td>Concord Yard</td>
<td>San Miguel Rd., N/O Pine Creek, Concord</td>
<td>4160/2400</td>
<td>4160/2400</td>
<td>400</td>
</tr>
<tr>
<td>72</td>
<td>Traction Station LAA</td>
<td>Elgin Street S/O Ashland Ave., San Lorenzo</td>
<td>120/240</td>
<td>120/240</td>
<td>48</td>
</tr>
<tr>
<td>73</td>
<td>Traction Station LMB</td>
<td>I-580/Mission Blvd., San Lorenzo</td>
<td>120/208</td>
<td>120/208</td>
<td>72</td>
</tr>
<tr>
<td>74</td>
<td>Traction Station LCC</td>
<td>I-580/Crow Canyon (Grove), Castro Valley</td>
<td>120/240</td>
<td>120/240</td>
<td>48</td>
</tr>
<tr>
<td>75</td>
<td>Traction Station LOD</td>
<td>I-580/Dublin Road, Castro Valley</td>
<td>120/208</td>
<td>120/208</td>
<td>72</td>
</tr>
<tr>
<td>76</td>
<td>Traction Station L12</td>
<td>I-580/Villa Real Drive, Castro Valley</td>
<td>120/240</td>
<td>120/240</td>
<td>48</td>
</tr>
<tr>
<td>77</td>
<td>Traction Station LEC</td>
<td>I-580/Eden Canyon Road, Castro Valley</td>
<td>120/208</td>
<td>120/208</td>
<td>72</td>
</tr>
</tbody>
</table>
# EXHIBIT C (Continued)

## MISCELLANEOUS POWER LOCATIONS

<table>
<thead>
<tr>
<th>Ref No.</th>
<th>Name</th>
<th>Location</th>
<th>Voltage at Point-of-Delivery</th>
<th>Voltage at Point-of-Metering</th>
<th>Estimated Normal Maximum Demands (kVA)</th>
</tr>
</thead>
<tbody>
<tr>
<td>78</td>
<td>Traction Station LSR</td>
<td>Dublin Canyon Rd., near Schaefer Ranch Rd., MP 1.7, Castro Valley</td>
<td>120/208</td>
<td>120/208</td>
<td>144</td>
</tr>
<tr>
<td>79</td>
<td>Traction Station LRT</td>
<td>Dublin Canyon Rd., MP 3.15, Pleasanton</td>
<td>120/208</td>
<td>120/208</td>
<td>72</td>
</tr>
<tr>
<td>80</td>
<td>Traction Station LOC</td>
<td>Dublin Canyon Rd. W/O Foothill Blvd., Pleasanton</td>
<td>120/208</td>
<td>120/208</td>
<td>72</td>
</tr>
<tr>
<td>81</td>
<td>Traction Station LWD</td>
<td>Stoneridge Mall Rd., SW Corner I580/I-680, Pleasanton</td>
<td>120/208</td>
<td>120/208</td>
<td>144</td>
</tr>
<tr>
<td>82</td>
<td>CGD Substation</td>
<td>Port Chicago Highway, Concord</td>
<td>277/480</td>
<td>277/480</td>
<td>100</td>
</tr>
<tr>
<td>83</td>
<td>Canal and Madison MXL</td>
<td>Canal and Madison, Bay Point</td>
<td>120/240</td>
<td>120/240</td>
<td>25</td>
</tr>
<tr>
<td>84</td>
<td>Parking Lot Lights</td>
<td>S/East Corner Sunset &amp; Hillcrest, Antioch</td>
<td>120/240</td>
<td>120/240</td>
<td>25</td>
</tr>
<tr>
<td>85</td>
<td>Car Cleaning Station</td>
<td>Port Chicago Highway, Concord</td>
<td>120/240</td>
<td>120/240</td>
<td>25</td>
</tr>
<tr>
<td>86</td>
<td>CNC Substation</td>
<td>Port Chicago Highway, Concord</td>
<td>120/240</td>
<td>120/240</td>
<td>25</td>
</tr>
<tr>
<td>87</td>
<td>Gap, Breaker Station</td>
<td>Evora Road 1000 ft. W/O Driftwood, Concord</td>
<td>120/240</td>
<td>120/240</td>
<td>25</td>
</tr>
<tr>
<td>88</td>
<td>Livermore Parking Lot</td>
<td>East Airway, Livermore</td>
<td>120/240</td>
<td>120/240</td>
<td>48</td>
</tr>
<tr>
<td>89</td>
<td>Parking Lot Lighting</td>
<td>4000 Walnut Blvd., Brentwood</td>
<td>120/240</td>
<td>120/240</td>
<td>25</td>
</tr>
<tr>
<td>90</td>
<td>El Cerrito Parking Lot</td>
<td>Hill and Liberty St., El Cerrito</td>
<td>277/480</td>
<td>277/480</td>
<td>200</td>
</tr>
<tr>
<td>91</td>
<td>Oakland Parts Warehouse</td>
<td>25 4th Street, Oakland</td>
<td>120/240</td>
<td>120/240</td>
<td>100</td>
</tr>
<tr>
<td>92</td>
<td>SES Serramonte Vent Structure</td>
<td>495 Serramonte, Colma</td>
<td>12 kV</td>
<td>12 kV</td>
<td>150</td>
</tr>
<tr>
<td>93</td>
<td>MIS Mission Rd. Vent Structure</td>
<td>1520 Mission Road, Colma</td>
<td>12 kV</td>
<td>12 kV</td>
<td>150</td>
</tr>
<tr>
<td>94</td>
<td>HSS Herman St. Vent Structure</td>
<td>1001 Herman St., San Bruno</td>
<td>12 kV</td>
<td>12 kV</td>
<td>150</td>
</tr>
</tbody>
</table>
## MISCELLANEOUS POWER LOCATIONS

<table>
<thead>
<tr>
<th>Ref No.</th>
<th>Name</th>
<th>Location</th>
<th>Voltage at Point-of-Delivery</th>
<th>Voltage at Point-of-Metering</th>
<th>Estimated Normal Maximum Demands (kVA)</th>
</tr>
</thead>
<tbody>
<tr>
<td>95</td>
<td>ORS Orange Ave. Vent Structure</td>
<td>995 Antoinette Lane, South San Francisco</td>
<td>12 kV</td>
<td>12 kV</td>
<td>150</td>
</tr>
<tr>
<td>96</td>
<td>CHS Chestnut Ave. Vent Structure</td>
<td>199 West Orange Ave., South San Francisco</td>
<td>12 kV</td>
<td>12 kV</td>
<td>150</td>
</tr>
<tr>
<td>97</td>
<td>SAS Spruce Ave. Vent Structure</td>
<td>298 South Spruce Ave., South San Francisco</td>
<td>12 kV</td>
<td>12 kV</td>
<td>150</td>
</tr>
<tr>
<td>98</td>
<td>TAS Tanforan Ave. Vent Structure</td>
<td>1200 Huntington Ave., San Bruno</td>
<td>12 kV</td>
<td>12 kV</td>
<td>150</td>
</tr>
<tr>
<td>99</td>
<td>SYS Sylvan Ave. Vent Structure</td>
<td>450 1st Ave., San Bruno</td>
<td>12 kV</td>
<td>12 kV</td>
<td>150</td>
</tr>
<tr>
<td>100</td>
<td>SPS Santa Paula Vent Structure</td>
<td>19 Monterey St., Millbrae</td>
<td>12 kV</td>
<td>12 kV</td>
<td>150</td>
</tr>
<tr>
<td>101</td>
<td>Shaw Road 240/120V Supply</td>
<td>983 7th Ave., San Bruno</td>
<td>120/240</td>
<td>120/240</td>
<td>48</td>
</tr>
<tr>
<td>102</td>
<td>East Dublin Parking Garage</td>
<td>5067 Iron Horse Pkwy, Dublin</td>
<td>120/240</td>
<td>120/240</td>
<td>125</td>
</tr>
<tr>
<td>103</td>
<td>Oakland Shop Annex</td>
<td>601 8th St., Oakland</td>
<td>277/480</td>
<td>277/480</td>
<td>30</td>
</tr>
<tr>
<td>104</td>
<td>Richmond Parking Garage</td>
<td>1503 Macdonald Avenue, Richmond</td>
<td>277/480</td>
<td>277/480</td>
<td>150</td>
</tr>
<tr>
<td>105</td>
<td>MacArthur Parking Garage</td>
<td>550 West MacArthur Blvd., Oakland</td>
<td>277/480</td>
<td>277/480</td>
<td>250</td>
</tr>
<tr>
<td>107</td>
<td>Oakland Airport Connector – Drive Machinery</td>
<td>70 Hegenberger Road, Oakland</td>
<td>12 kV</td>
<td>12 kV</td>
<td>5247</td>
</tr>
<tr>
<td>110</td>
<td>Vent Structure CPS</td>
<td>1260 Stevenson Blvd., Fremont</td>
<td>12 kV</td>
<td>12 kV</td>
<td>876</td>
</tr>
<tr>
<td>111</td>
<td>Vent Structure LES</td>
<td>40690 Paseo Padre Pkwy, Fremont</td>
<td>12 kV</td>
<td>12 kV</td>
<td>876</td>
</tr>
<tr>
<td>112</td>
<td>Traction Power SPP</td>
<td>40726 Paseo Padre Pkwy, Fremont</td>
<td>277/480</td>
<td>277/480</td>
<td>224</td>
</tr>
<tr>
<td>113</td>
<td>Traction Power SBR</td>
<td>42545 Osgood Rd., Fremont</td>
<td>277/480</td>
<td>277/480</td>
<td>238</td>
</tr>
<tr>
<td>114</td>
<td>Gap Breaker Station SXA</td>
<td>3231 Skyway Ct., Fremont</td>
<td>277/480</td>
<td>277/480</td>
<td>101</td>
</tr>
</tbody>
</table>
# EXHIBIT C (Continued)
## MISCELLANEOUS POWER LOCATIONS

<table>
<thead>
<tr>
<th>Ref No.</th>
<th>Name</th>
<th>Location</th>
<th>Voltage at Point-of-Delivery</th>
<th>Voltage at Point-of-Metering</th>
<th>Estimated Normal Maximum Demands (kVA)</th>
</tr>
</thead>
<tbody>
<tr>
<td>115</td>
<td>Traction Power SWS</td>
<td>2300 Warm Springs Ct., Fremont</td>
<td>277/480</td>
<td>277/480</td>
<td>175</td>
</tr>
</tbody>
</table>
EXHIBIT D
OPERATION SPECIFICATIONS

1. BART shall connect its rectifier equipment for Traction Power in such manner as to minimize, to the extent practicable in the operation of its System, phase unbalances and propagation of harmonic currents and voltages into PG&E’s Facilities.

2. BART shall not vary its Traction Power during any period of 30 seconds or less, by more than the following amounts for the indicated load lagging power factors. Provided that BART complies with the specifications set forth in this Exhibit, BART shall not be responsible for any voltage fluctuations impacting PG&E’s Facilities caused by BART’s operation of its Traction Power.

3. Special technical studies are needed to complete the table below, and will also be needed to add operating specifications for new Traction Power points of delivery as appropriate. Parties are determining the necessity and timing of such studies. The Parties do not anticipate any adverse consequences while such a determination is being made. The Parties agree that this Exhibit D may be revised by mutual consent upon completion of the technical studies.

<table>
<thead>
<tr>
<th>Traction Point-of-Delivery</th>
<th>Maximum Permissible Load Variation in MVA</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1.0 to 0.95 Power Factor</td>
</tr>
<tr>
<td>Lakewood Substation, Walnut Creek</td>
<td>40</td>
</tr>
<tr>
<td>East Portal Substation, Orinda</td>
<td>40</td>
</tr>
<tr>
<td>Station G, El Cerrito</td>
<td>65</td>
</tr>
<tr>
<td>Jarvis Station, Union City</td>
<td>40</td>
</tr>
<tr>
<td>Station U, San Leandro</td>
<td>40</td>
</tr>
<tr>
<td>Station C, Oakland (a.k.a. Oakland Power Plant)</td>
<td>65</td>
</tr>
<tr>
<td>Bayshore Substation, San Francisco</td>
<td>80</td>
</tr>
<tr>
<td>Castro Valley Substation, Castro Valley</td>
<td>74</td>
</tr>
<tr>
<td>Willow Pass Substation, West Pittsburg</td>
<td>33</td>
</tr>
<tr>
<td>East Dublin Substation, Dublin</td>
<td>14</td>
</tr>
<tr>
<td>WSP Santa Paula Bulk Substation, Millbrae</td>
<td>TBD</td>
</tr>
<tr>
<td>WSR Shaw Road Bulk Substation, San Bruno</td>
<td>TBD</td>
</tr>
</tbody>
</table>
EXHIBIT E
701.8(d) FACILITIES

1. BART shall pay to PG&E a monthly charge (currently $89,732.31) for the 701.8(d) Facilities listed below representing the continuing monthly utility-financed cost-of-ownership charge of those 701.8(d) Facilities as determined in accordance with the applicable monthly transmission percentage rate (currently 1.14%) established in PG&E’s electric Rule No. 2.

2. BART may at any time during the term of this Agreement convert its continuing monthly cost-of-ownership charge for these 701.8(d) Facilities from the utility-financed option to the customer-financed option as specified in electric Rule No. 2.

3. Monthly charges for 701.8(d) Facilities shall automatically increase or decrease without formal amendment to this Agreement if the CPUC subsequently authorizes a higher or lower transmission percentage rate for Special Facilities as stated in PG&E’s electric Rule No. 2. Such increase or decrease shall be effective with the date of such authorization.

4. This Agreement will be amended when, and if, any additional 701.8(d) Facilities are installed to deliver power to existing or future Points-of-Delivery. The additional 701.8(d) Facilities will be billed as specified above.

<table>
<thead>
<tr>
<th>701.8(d) FACILITY</th>
<th>LOCATION</th>
<th>COST BASIS</th>
<th>RATE</th>
<th>MONTHLY CHARGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Station U</td>
<td>San Leandro</td>
<td>$90,300</td>
<td>1.14%</td>
<td>$1,029.42</td>
</tr>
<tr>
<td>Station C (a.k.a. Oakland Power Plant)</td>
<td>Oakland</td>
<td>$834,600</td>
<td>1.14%</td>
<td>$9,514.44</td>
</tr>
<tr>
<td>East Portal Substation</td>
<td>Orinda</td>
<td>$146,000</td>
<td>1.14%</td>
<td>$1,664.40</td>
</tr>
<tr>
<td>Station G</td>
<td>El Cerrito</td>
<td>$622,900</td>
<td>1.14%</td>
<td>$7,101.06</td>
</tr>
<tr>
<td>Jarvis Substation</td>
<td>Decoto</td>
<td>$237,900</td>
<td>1.14%</td>
<td>$2,712.06</td>
</tr>
<tr>
<td>Lakewood Substation</td>
<td>Walnut Creek</td>
<td>$598,600</td>
<td>1.14%</td>
<td>$6,824.04</td>
</tr>
<tr>
<td>Bayshore Substation</td>
<td>San Francisco</td>
<td>$1,956,700</td>
<td>1.14%</td>
<td>$22,306.38</td>
</tr>
<tr>
<td>Castro Valley Substation</td>
<td>Castro Valley</td>
<td>$3,384,255</td>
<td>1.14%</td>
<td>$38,580.51</td>
</tr>
<tr>
<td><strong>TOTAL MONTHLY CHARGES FOR 701.8(d) FACILITIES</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$89,732.31</strong></td>
</tr>
</tbody>
</table>
EXHIBIT F
BILLING METHODOLOGY

1. GENERAL DESCRIPTION

a. Introduction – Pursuant to paragraph 7.a of this Agreement, this Exhibit specifies the calculation of PG&E’s monthly billings to BART for CPUC-authorized charges for BART Power Supplies.

b. Monthly Bill Components – PG&E’s monthly billing to BART pursuant to this Exhibit shall be determined as specified in Section 4 of this Exhibit.

c. Metering for On-Site Generation – For those locations that have on-site generation that is not solely used for emergency back-up, BART shall provide the following meter related services to measure the energy and power delivered from and to the generation.

- Meter Ownership
- Meter Services (Installation, maintenance, and testing)
- Meter Data Management Agent (MDMA) Services

These services shall be in accordance with electric Rule 22. The metering shall be installed as sub-meters to the premise meter. The metering shall measure energy delivered from the generator on a channel that is separate from the energy delivered to the generator. BART may be required to install more than one set of metering per location. BART shall provide the metered quantities to PG&E in a format and timeline that meets BART’s and PG&E’s requirements.

To the extent that BART installs an energy storage device coupled with an onsite NEM-eligible generator, such installation and associated metering shall be compliant with Special Condition 4(g)(2) of PG&E’s NEM tariff (https://www.pge.com/tariffs/tm2/pdf/ELEC_SCHEDS_NEM.pdf).

d. Voltage Class – For the purposes of this Exhibit, Voltage Class means Transmission, Primary, or Secondary as defined in the E-20 rate schedule.

e. Use of Meter Readings – For power accounting and bill calculation purposes the amounts of BART’s total demand and energy loads will be determined by summing meter interval quantities, taken from the locations specified in Exhibits A, B, and C, according to the methodologies specified in this Exhibit. For purposes of this Exhibit:

In instances where a meter produces data at a time interval that is greater than one hour, that meter’s energy readings will be averaged across the hours of its recording interval to determining the meter interval quantity.

In instances where a meter produces data at a time interval that is less than one hour, that meter’s energy readings will be averaged across the hour for purposes of determining the meter interval quantity.
f. Use of E-20 Billing Time Periods – All billing calculations pursuant to this Exhibit are to be based upon the CPUC-authorized demand and energy billing time periods as specified in the E-20 rate schedule except that the starting and ending times for such time periods shall be adjusted to earlier times as necessary to begin and end on the hour instead of the half-hour. The E-20 demand billing time periods are currently “Maximum Peak-Period” (summer season only), “Maximum Part-Peak-Period”, and “Maximum”. The E-20 energy billing time periods are currently “Peak-Period” (summer season only), “Part-Peak-Period”, and “Off-Peak-Period”. For purposes of this Exhibit, the demand averaging interval shall be one hour.

g. Definitions for Terms Used in this Exhibit. The following terms when used in this Exhibit with initial letters capitalized shall have the following meanings:

1) Point-of-Accounting (POA) -- The point on the electric system at which all of the load and energy associated with a particular Point-of-Billing are balanced, in order to determine the components to be used in calculating the billing capacity and energy. The Voltage Class at each POA must equal the lowest Voltage Class of any load associated with the POB that it is the POA for.

2) Point-of-Billing (POB) -- The point on the electric system at which the billing capacity and energy are determined for the purpose of calculating charges and credits to BART.

3) Point-of-Delivery (POD) -- The point on the electric system at which PG&E’s electric facilities connect to BART’s electric facilities.

4) Point-of-Metering (POM) -- The point on the electric system at which the capacity and energy is measured.

2. CALCULATIONS FOR POWER ACCOUNTING FOR A BART LOCATION

The following subsections describe the process to determine the quantity of capacity and energy for a BART location.

a. Characteristics of a BART Location

This subsection describes the characteristics that are necessary to perform power accounting for a BART location.

Each BART location shall be designated as one of the following:

1) Direct Eligible Renewable Energy Resource Electric Generation Project
   Not Installed
EXHIBIT F (Continued)

BILLING METHODOLOGY

2) Direct Eligible Renewable Energy Resource Electric Generation Project Installed – Offsetting Excess Generation (see Agreement, Section 8 for a discussion of BART’s obligations in designating these locations);

3) Direct Eligible Renewable Energy Resource Electric Generation Project Installed – Other Excess Generation

Each BART location shall also be designated as one of the following:

1) Other Direct Electric Generating Facility Not Installed
2) Other Direct Electric Generating Facility Installed

Each BART location shall have one or more Points-of-Delivery (POD). The Voltage Class at each POD shall be specified as one of the following:

1) Secondary
2) Primary
3) Transmission

Each BART location shall have one or more Points-of-Metering (POM). The Voltage Class at each POM shall be specified as one of the following:

1) Secondary
2) Primary
3) Transmission

Each BART location shall have one or more Points-of-Billing (POB). The Voltage Class at each POB shall be specified as one of the following:

1) Secondary
2) Primary
3) Transmission

Each BART location shall have one or more Points-of-Accounting (POA). The Voltage Class at each POA shall be specified as one of the following, and must equal the Voltage Class of the load that it is the POA for (and not necessarily the Voltage Class of either the POM or the POB):

1) Secondary
2) Primary
3) Transmission

b. Calculations for Power Accounting for a Location

All metered and measured quantities shall be loss factor adjusted to the POA prior to performing any energy calculations, and shall then be loss factor adjusted to the POB prior to determining any charges or credits, or the amount of any offsets. The loss factor shall be determined pursuant to electric Rule 2, which specifies a default of 1.02, for each stage of transformation between the location POA and the Service Point POM, and for each stage of transformation between
the Service Point POM and the location POB. The loss factors for each stage of transformation between the POM for each on-site Generating Facility and the location POA shall be determined on an individual basis.

**Location Gross Load** – The Location Gross Load, which cannot be a negative number, is calculated as follows:

1) the energy delivered to BART as measured by the Service Point Meter for the location, loss factor adjusted downward from the Service Point POM to the location POA, as necessary, plus

2) the energy generated by BART as measured by the generator meter for each Eligible Renewable Energy Resource Electric Generation Project designated as Offsetting Excess Generation, loss factor adjusted downward from the generator POM to the location POA, as necessary, plus

3) the energy generated by BART as measured by the generator meter for each Eligible Renewable Energy Resource Electric Generation Project designated as Other Excess Generation, loss factor adjusted downward from the generator POM to the location POA, as necessary, plus

4) the energy generated by BART as measured by the generator meter for each Other Direct Electric Generating Facility, loss factor adjusted downward from the generator POM to the location POA, as necessary, minus

5) the energy exported by BART to PG&Е as measured by the Service Point Meter for the location, loss factor adjusted upward from the Service Point POM to the location POA, as necessary.

**Location Gross Generation** – The Location Gross Generation, which cannot be a negative number, is calculated as follows:

1) the energy generated by BART as measured by the generator meter for each Eligible Renewable Energy Resource Electric Generation Project designated as Offsetting Excess Generation, loss factor adjusted downward from the generator POM to the location POA, as necessary, plus

2) the energy generated by BART as measured by the generator meter for each Eligible Renewable Energy Resource Electric Generation Project designated as Other Excess Generation, loss factor adjusted downward from the generator POM to the location POA, as necessary, plus

3) the energy generated by BART as measured by the generator meter for each Other Direct Electric Generating Facility, loss factor adjusted downward from the generator POM to the location POA, as necessary.
Location Net Load – The Location Net Load, which cannot be a negative number, is calculated as follows:

1) if the Location Gross Load is greater than the Location Gross Generation, then the Location Net Load equals the difference between the Location Gross Load and the Location Gross Generation, loss factor adjusted upward from the location POA to the location POB, as necessary, else

2) then the Location Net Load equals zero (0).

Location Direct Other Power – The Location Direct Other Power, which cannot be a negative number, is equal to the lower of

1) the Location Gross Load, loss factor adjusted upward from the POA to the POB, as necessary, and

2) the energy generated by BART as measured by the generator meter for each Other Direct Electric Generating Facility, loss factor adjusted downward from the generator POM to the location POA, as necessary, and subsequently loss factor adjusted upward from the location POA to the location POB, as necessary.

Location Other Excess Generation – The Location Other Excess Generation, which cannot be a negative number, is calculated as follows:

1) if the Location Gross Load is less than or equal to the energy generated by BART as measured by the generator meter for each Other Direct Electric Generating Facility, loss factor adjusted downward from the generator POM to the location POA, as necessary, then the Location Other Excess Generation equals the energy generated by BART as measured by the generator meter for each Eligible Renewable Energy Resource Electric Generation Project designated as Other Excess Generation, loss factor adjusted downward from the generator POM to the location POA, as necessary, and subsequently loss factor adjusted downward from the location POA to the location POB, as necessary, else
2) if the Location Gross Load is less than or equal to the energy generated by BART as measured by the generator meter for each Other Direct Electric Generating Facility, loss factor adjusted downward from the generator POM to the location POA, as necessary, plus the energy generated by BART as measured by the generator meter for each Eligible Renewable Energy Resource Electric Generation Project designated as Other Excess Generation, loss factor adjusted downward from the generator POM to the location POA, as necessary, then the Location Other Excess Generation equals the energy generated by BART as measured by the generator meter for each Other Direct Electric Generating Facility, loss factor adjusted downward from the generator POM to the location POA, as necessary, plus the energy generated by BART as measured by the generator meter for each Eligible Renewable Energy Resource Electric Generation Project designated as Other Excess Generation, loss factor adjusted downward from the generator POM to the location POA, as necessary, minus the Location Gross Load, and subsequently loss factor adjusted downward from the location POA to the location POB, as necessary, else

3) the Location Other Excess Generation equals zero (0).

The Location Direct Other Resource Electric Generation shall always be applied to the support of the Location Gross Load prior to any of the energy generated by the Non-Offsetting Location Direct Eligible Renewable Resource, so that as much of the energy generated by the Non-Offsetting Location Direct Eligible Renewable Resource can be used as Location Other Excess Generation as possible.

Location Offsetting Excess Generation – The Location Offsetting Excess Generation, which cannot be a negative number, is calculated as follows:

1) if the Location Gross Load is less than or equal to the energy generated by BART as measured by the generator meter for each Other Direct Electric Generating Facility, loss factor adjusted downward from the generator POM to the location POA, as necessary, plus the energy generated by BART as measured by the generator meter for each Eligible Renewable Energy Resource Electric Generation Project designated as Other Excess Generation, loss factor adjusted downward from the generator POM to the location POA, as necessary, then the Location Offsetting Excess Generation equals the energy generated by BART as measured by the generator meter for each Eligible Renewable Energy Resource Electric Generation Project designated as Offsetting Excess Generation, loss factor adjusted downward from the generator POM to the location POA, as necessary, and subsequently loss factor adjusted downward from the location POA to the location POB, as necessary, else
2) if the Location Gross Load is less than or equal to the Location Gross Generation, then the Location Offsetting Excess Generation equals the Location Gross Generation minus the Location Gross Load, loss factor adjusted downward from the location POA to the location POB, as necessary, else
3) the Location Offsetting Excess Generation equals zero (0).

The Location Direct Other Resource Electric Generation and the Non-Offsetting Location Direct Eligible Renewable Resource shall always be applied to the support of the Location Gross Load prior to any of the energy generated by the Offsetting Location Direct Eligible Renewable Resource, so that as much of the energy generated by the Offsetting Location Direct Eligible Renewable Resource can be used as Location Offsetting Excess Generation as possible.

Location Direct Eligible Renewable Energy Resource Electric Generation – The Location Direct Eligible Renewable Energy Resource Electric Generation, which cannot be a negative number, is calculated as follows:

1) the energy generated by BART as measured by the generator meter for each Eligible Renewable Energy Resource Electric Generation Project designated as Other Excess Generation, loss factor adjusted downward from the generator POM to the location POA, as necessary, minus
2) the Location Other Excess Generation, loss factor adjusted upward from the location POB to the location POA, as necessary plus
3) the energy generated by BART as measured by the generator meter for each Eligible Renewable Energy Resource Electric Generation Project designated as Offsetting Excess Generation, loss factor adjusted downward from the generator POM to the location POA, as necessary, minus
4) the Location Offsetting Excess Generation, loss factor adjusted upward from the location POB to the location POA, as necessary
5) the total of 1 through 4 above subsequently loss factor adjusted downward from the location POA to the location POB, as necessary.

3. DETERMINING QUANTITY OF CAPACITY AND ENERGY FOR THE BART SYSTEM

The following subsections describe the process to determine the quantity of capacity and energy for the BART System.

BART System Net Hourly Load – The BART System Net Hourly Load shall be determined on the hourly coincident demand (in kilowatts) of the BART System. These hourly coincident demands shall be calculated by summing the Location Net Loads for each hour for all Voltage Classes less the Location Offsetting Excess Generation for all Voltage Classes.
BART System Time-Of-Use Billing Demands – The BART System Time-Of-Use Billing
Demands shall be calculated for each time-of-use period (peak, partial-peak, and off-peak) by determining the maximum coincident BART System Net Hourly Load during each of the time-of-use periods. The date and time for the maximum demand during each time-of-use period shall be noted for subsequent calculations.

Other BART Power Supplies – All of the Location Net Loads less the Location Offsetting Excess Generation and less the Other Excess Generation for each hourly billing interval will be grouped by Voltage Class, then the maximum demand (in kilowatts) at the date and time identified above and the total energy (in kilowatt-hours) will be calculated for each time-of-use period (peak, partial-peak, and off-peak) for each Voltage Class. These values will be used to calculate the component charges for Other BART Power Supplies (section 4.a.1, below).

System Direct Other Resource Electric Generation – All of the Location Direct Other Power amounts for each hourly billing interval will be grouped by Voltage Class, then the maximum demand (in kilowatts) at the date and time identified above and the total energy (in kilowatt-hours) will be calculated for each time-of-use period (peak, partial-peak, and off-peak) for each Voltage Class. These values will be used to calculate the component charges for Direct Other Resource Electric Generation (section 4.a.1, below).

System Offsetting Excess Generation – All of the Location Offsetting Excess Generation amounts for each hourly billing interval will be grouped by Voltage Class, then the maximum demand (in kilowatts) at the date and time identified above and the total energy (in kilowatt-hours) will be calculated for each time-of-use period (peak, partial-peak, and off-peak), for each Voltage Class. These values will be used to calculate the component charges for Offsetting Excess Generation (section 4.a.1, below).

System Other Excess Generation – All of the Location Other Excess Generation amounts for each hourly billing interval will be grouped by Voltage Class, then the maximum demand (in kilowatts) at the date and time identified above and the total energy (in kilowatt-hours) will be calculated for each time-of-use period (peak, partial-peak, and off-peak) for each Voltage Class. These values will be used to calculate the component charges for Other Excess Generation (section 4.a.1, below).
System Direct Eligible Renewable Energy Resource Electric Generation – All of the Location Direct Eligible Renewable Energy Resource Electric Generation amounts for each hourly billing interval will be grouped by Voltage Class, then the maximum demand (in kilowatts) at the date and time identified above and the total energy (in kilowatt-hours) will be calculated for each time-of-use period (peak, partial-peak, and off-peak) for each Voltage Class. These values will be used to calculate the component charges for Direct Eligible Renewable Energy Resource Electric Generation (section 4.a.1, below).

The following Table F-1 shows the billing components applicable to BART's power sources. The above sections describe the methodology for applying principles of conjunctive billing to BART Locations and Voltage Classes in order to appropriately implement the applicability of the component charges below. Where ambiguity or algorithmic errors are discovered, the Parties will mutually agree to resolve the issue in order to ensure the intent shown in the Table F-1 is faithfully applied on implementation.
EXHIBIT F (Continued)
BILLING METHODOLOGY

Table F-1
Applicable Component Charges by Source of Power

<table>
<thead>
<tr>
<th>Source of Power</th>
<th>Transmission</th>
<th>Distribution</th>
<th>Public Purpose</th>
<th>Nuclear Decommissioning</th>
<th>DWR Bond</th>
<th>Ongoing CTC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Eligible Renewable Energy Resource Electric Generation</td>
<td>Per CAISO</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Direct Other Resource Electric Generation¹</td>
<td>Per CAISO</td>
<td>No</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Offsetting Excess Generation</td>
<td>Per CAISO</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Other Excess Generation</td>
<td>Per CAISO</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>BART Power Supplies other than those identified in the rows above</td>
<td>Per CAISO</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
</tr>
</tbody>
</table>

4. CALCULATING CHARGES APPLICABLE TO THE SOURCES OF POWER
   a. PG&E’s monthly billing to BART pursuant to this Exhibit shall be the sum of the following:
      1) the sum of the demand and energy component charges as specified in Table F-1 above for the sources of power identified therein for each of the monthly demand and energy billing time periods plus
      2) the monthly customer charges, calculated below, plus
      3) the Power Factor Adjustment, calculated below

5. MONTHLY CUSTOMER CHARGE
   a. BART shall pay a monthly customer charge equal to the sum of the E-20T customer charge applicable to one E-20T account, plus the E-20P customer charge applicable to one E-20P account, plus the E-20S customer charge applicable to one E-20S account.

6. POWER FACTOR ADJUSTMENT
   a. BART shall pay or be credited three separate monthly power factor adjustments.

¹ Energy from on-site backup or emergency generation will not be subject to Public Purpose or Nuclear Decommissioning charges.
b. The monthly bill will be adjusted for power factor. The power factor is computed as
the cosine of the inverse tangent of the ratio of lagging reactive energy to the real energy. The reactive energy used in this calculation is the sum of the lagging reactive kilovolt-ampere-hours delivered during the billing month to BART as measured by the Service Point Meters for each location. The real energy used in this calculation is the sum of the kilowatt-hours delivered during the billing month to BART as measured by the Service Point Meters for each location. Power factors are rounded to the nearest whole percent.

c. The following adjustment will be made for each of the monthly energy bills. If the average power factor is greater than 85 percent, then the total monthly bill (excluding any taxes) will be reduced by 0.06 percent for each percentage point above 85 percent. If the average power factor is below 85 percent, the total monthly bill (excluding any taxes) will be increased by 0.06 percent for each percentage point below 85 percent.

d. The formula for this adjustment is subject to future modification by the CPUC.

7. ENERGY STORAGE BILLING METHODOLOGY

a. In the event of a proposed BART installation of an energy storage device, parties will confer to determine appropriate adjustments to the Billing Methodology. For the specific case of an energy storage device installed at a location without direct power supplies at that same location:

1) Energy discharged from the energy storage device, having been previously treated as local load during charging and assessed billing charges appropriate to the applicable BART Power Supply source, shall be treated as a reduction in load for purposes of power accounting, rather than as a BART Power Supply source.

2) To the extent that there is the potential for the energy storage device to cause the energy readings over the billing interval at the location to result in a net export of energy, parties will confer to determine appropriate adjustments to the Billing Methodology to address such exports.

b. For other cases where an energy storage device is to be co-located with either a Direct Eligible Renewable Energy Resource Electric Generation or a Direct Other Resource Electric Generation or a combination of the two resources types, parties will confer to determine appropriate adjustments to the Billing Methodology.
EXHIBIT G

BACK-UP TRANSFORMER SERVICE

1. GENERAL DESCRIPTION

This Exhibit describes the Transformer Back-up Service. PG&E shall provide back-up replacement and repair service for BART-owned transformers having a 34.5 kV secondary voltage that are installed and operating at BART-owned Traction Power substations under the following circumstances and conditions:

2. TRANSFORMER FAILURES AT BART-OWNED TRACTION SUBSTATIONS

a. When BART requires Transformer Back-up Service, PG&E, at BART’s request, will perform all activities necessary for the removal and replacement of transformers. These shall include, but not be limited to, lifting, transportation, setting, connecting, inspecting, and testing both BART-owned and PG&E-owned transformers. BART may elect, at its expense, to make all necessary arrangements for removal and replacement. In such event, PG&E shall allow BART or its contractors access to the location where the back-up transformer is warehoused.

b. BART shall promptly repair any BART-owned transformer that is replaced by a PG&E back-up transformer. Upon completion of repairs PG&E shall remove the PG&E-owned transformer and return the BART-owned transformer to service.

c. PG&E’s service obligation under this Exhibit is limited to providing no more than one back-up transformer at one time in BART-owned substations. In the event of simultaneous failures of BART-owned transformers, BART will specify where PG&E is to provide back-up service.

3. LIABILITIES

a. BART shall be responsible for any and all damage to any PG&E-owned back-up transformer while the transformer is in use at a BART-owned substation. PG&E shall as soon as practicable inspect and test its back-up transformer for such damage before and after its use in a BART-owned substation.

b. BART shall indemnify and hold harmless PG&E, its officers, agents and employees against all loss, damage, expense and liability, resulting from injury to or death of any person, including but not limited to employees of PG&E, BART, or any Third Party, or damage to property, including but not limited to, property of PG&E, BART, or any Third Party, arising out of or in any way connected with the performance of this Exhibit except to the extent caused by the active negligence or willful misconduct of PG&E, its officers, agents and employees. BART will on PG&E’s request, defend any suit asserting a claim covered by this indemnity. BART will pay any cost that may be incurred by PG&E in enforcing this indemnity, including reasonable attorney’s fees. The obligation of BART under this paragraph, accrued or not, then known or unknown, shall not terminate on any termination of this Agreement but shall be continuing as to any act, occurrence, or omission prior to the termination of this Agreement.
EXHIBIT G (Continued)
BACK-UP TRANSFORMER SERVICE

4. CHARGES

In addition to the charges specified in paragraph 7 of this Agreement, BART shall pay all of PG&E’s actual costs on a time and materials basis including PG&E’s markup for such services, currently at 30%, to provide the services required of PG&E in paragraph 2 of this Exhibit. BART shall also pay PG&E’s actual costs including markup, currently at 30%, to repair any damages as described in paragraph 3.a. of this Exhibit.
EXHIBIT H
SPECIAL INTERCONNECTION AGREEMENT FOR BART ELIGIBLE RENEWABLE ENERGY RESOURCE ELECTRIC GENERATING PROJECTS

1. Purpose
This Special Interconnection Agreement provides for BART to connect and operate a BART Eligible Renewable Energy Resource Electric Generating Facility in parallel with PG&E's Transmission and Distribution System to serve the electric service account that PG&E uses to interconnect BART’s Electric Generating Facility. Consistent with the provisions of Section 701.8 of the California Public Utilities Code and the “Updated Agreement Between San Francisco Bay Area Rapid Transit District and Pacific Gas and Electric Company for Specified CPUC Jurisdictional Electric Services”, Offsetting Excess Generation from a BART Eligible Renewable Energy Resource Electric Generating Facility, as described in Section 4, may offset part or all of BART’s electric requirements at a like voltage within the conjunctively billed and metered arrangement.

2. Summary and Description of BART’s Electric Generating Facility

2.1 A description of the Eligible Renewable Energy Resource Electric Generating Facility, including a summary of its significant components and a single-line diagram showing the general arrangement of how the Electric Generating Facility and loads are interconnected with PG&E’s Transmission and Distribution System is attached to and made a part of this Special Interconnection Agreement as Appendix A.

2.2 Name and address of the location of the Eligible Renewable Energy Resource Electric Generating Facility

Location Name: _________________________
Address: _______________________________
City/Zip Code: __________________________
Size of Electric Generating Facility ____________ kWac

3. Documents Included and Defined Terms
This Special Interconnection Agreement includes the following exhibits that are specifically incorporated herein and made a part of this Special Interconnection Agreement:
EXHIBIT H

SPECIAL INTERCONNECTION AGREEMENT FOR BART ELIGIBLE RENEWABLE ENERGY RESOURCE ELECTRIC GENERATING PROJECTS

Appendix A: Description of Eligible Renewable Energy Resource Electric Generating Facility and Single-Line Diagram (Supplied by BART)

Appendix B: A copy of PG&E’s Agreement for Installation or Allocation of Special Facilities (Forms 79-255, 79-280, 79-702) or Agreements to Perform Any Tariff Related Work (62-4527), if applicable (Formed by the Parties)

When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in the Updated Agreement Between San Francisco Bay Area Rapid Transit District and Pacific Gas and Electric Company for Specified CPUC Jurisdictional Electric Services, or in PG&E’s electric Rule 21, Section C.

4. Customer Billing and Treatment of BART Excess Generation

BART shall be billed in accordance with the terms set forth in “Exhibit F: Billing Methodology” of the Updated Agreement Between San Francisco Bay Area Rapid Transit District and Pacific Gas and Electric Company for Specified CPUC Jurisdictional Electric Services.
5. Term and Termination

5.1 The Special Interconnection 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 Special Interconnection Agreement.

(b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service account through which BART’s Eligible Renewable Energy Resource Electric Generating Facility is interconnected to PG&E is closed or terminated.

(c) At 12:01 A.M. on the 61st day after BART or PG&E provides written Notice pursuant to Section 9 below to the other Party of BART’s or PG&E’s intent to terminate this Special Interconnection Agreement.

5.2 BART may elect to terminate this Special Interconnection Agreement pursuant to the terms of Section 5.1(c) for any reason. PG&E may elect to terminate this Special Interconnection Agreement pursuant to the terms of Section 5.1(c) for one or more of the following reasons:

(a) A change in applicable rules, tariffs, or regulations, as approved or directed by the CPUC, 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 Special Interconnection Agreement; or,

(b) BART fails to take all corrective actions specified in PG&E’s Notice that BART’s Electric Generating Facility is out of compliance with the terms of this Special Interconnection Agreement within the time frame set forth in such Notice; or,

(c) BART abandons the Generating Facility. The Generating Facility shall be deemed abandoned if PG&E determines, in its sole opinion, the Generating Facility is non-operational and BART does not affirm in writing BART’s intent and ability to continue to operate the Generating Facility within the time frame set forth in such PG&E
EXHIBIT H
SPECIAL INTERCONNECTION AGREEMENT FOR BART ELIGIBLE RENEWABLE ENERGY RESOURCE ELECTRIC GENERATING PROJECTS

Notice of PG&E’s intent to terminate this Special Interconnection Agreement as a result of BART’s apparent abandonment of the Generating Facility; or,

(d) BART’s Generating Facility ceases to meet and fails to remedy all applicable safety and performance standards set out in Section 7.

5.3 Notwithstanding any other provisions of this Special Interconnection Agreement, PG&E shall have the right to unilaterally file with the CPUC, pursuant to the CPUC’s rules and regulations, an application to terminate this Special Interconnection Agreement.

6. Generation Interconnection

6.1 Generation interconnection timeline and cost responsibility for projects that are 1 MW or smaller qualifying for Offsetting Excess Generation shall be the same as for any comparable NEM-eligible project¹ that is 1 MW or smaller.

6.2 Generation interconnection timeline and cost responsibility for projects that are larger than 1 MW qualifying for Offsetting Excess Generation shall be the same as for any comparable NEM-eligible project that is larger than 1 MW.

6.3 Generation interconnection for projects that are expected to produce Other Excess Generation will interconnect under the Wholesale Distribution Tariff and shall further meet any requirements as to operating, scheduling, metering, and settlements under the CAISO Tariff.

6.4 Any re-designation by BART of a then-existing project out of the Offsetting Excess Generation category may trigger the need to re-evaluate the interconnection rules that governed the initial interconnection of the project. No later than September 30, 2017, BART shall advise PG&E of any potential re-designation. Within 10 business days, PG&E shall advise BART regarding whether such re-designation would require a new interconnection review and potential change in the cost-responsibility of the interconnection.

7. Generating Facility Requirements

7.1 BART’s Generating Facility must meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the CPUC regarding safety and reliability including PG&E’s electric Rule 21.

7.2 BART shall: (a) ensure that the Generating Facility and Interconnection Facilities are maintained in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Section 7.1, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Generating Facility and Interconnection Facilities. BART shall reimburse PG&E for any and all losses, damages, claims, penalties, or liability it incurs as a result of BART’s failure to obtain or maintain any governmental authorizations and permits required for construction and operation of BART's Generating Facility.

7.3 BART shall not commence parallel operation of the Generating Facility until PG&E has provided express written approval, which shall not be unduly withheld.

8. Interconnection Facilities

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

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

8.3 If the provisions of PG&E’s electric Rule 21, or any other tariff or rule approved by the CPUC, require PG&E to own and operate a portion of the Interconnection Facilities, BART and PG&E shall promptly execute a Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This Special Facilities Agreement shall be attached to and made a part of this Special Interconnection Agreement as Appendix B.
9. Limitation of Liability

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 Special Interconnection 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.

10. Review of Records and Data

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

10.2 BART authorizes release to the CEC and CPUC of information regarding BART’s facility, including customer name and Generating Facility location, size, and operational characteristics, as requested from time to time pursuant to the CEC’s rules and regulations.

11. Assignment

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

12. Non-Waiver

None of the provisions of this Special Interconnection 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 Special Interconnection 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.


13.1 This Special Interconnection Agreement shall be interpreted, governed, and construed under the laws of the State of California.

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

13.3 The interconnection and services provided under this Special Interconnection Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by PG&E, including but not limited to Electric Rules 2, 14, 15, 16 and 21 available at PG&E’s website at www.pge.com or by request, which Tariff Schedules and Rules are hereby incorporated into this Special Interconnection Agreement by this reference.

13.4 Notwithstanding any other provisions of this Special Interconnection Agreement, PG&E shall have the right to unilaterally file with the CPUC, pursuant to the CPUC’s rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

14. Amendment and Modification

This Special Interconnection Agreement can only be amended or modified by a writing signed by both Parties.

15. Entire Special Interconnection Agreement

This Special Interconnection Agreement, including any incorporated Tariff Schedules and
EXHIBIT H

SPECIAL INTERCONNECTION AGREEMENT FOR BART ELIGIBLE RENEWABLE ENERGY RESOURCE ELECTRIC GENERATING PROJECTS

Rules, and also including the Updated Agreement Between San Francisco Bay Area Rapid Transit District and Pacific Gas and Electric Company for Specified CPUC Jurisdictional Electric Services, contains the entire Special Interconnection Agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Special Interconnection Agreement. Each Party also represents that in entering into this Special Interconnection Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Special Interconnection Agreement or in the incorporated Tariff Schedules and Rules and the Updated Agreement Between San Francisco Bay Area Rapid Transit District and Pacific Gas and Electric Company for Specified CPUC Jurisdictional Electric Services.
16. Signatures

The signatories hereto represent that they have been duly authorized to enter into this Special Interconnection Agreement on behalf of the Party for which they sign.

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

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT

(Signature) (Signature)

(Type or print name) (Type or print name)

(Title) (Title)

(Date) (Date)