

TARIFF SCHEDULES  
APPLICABLE TO  
STEAM SERVICE  
TOGETHER WITH INFORMATION AFFECTING  
RATES AND SERVICE  
OF  
ENERGY CENTER SAN FRANCISCO LLC  
SAN FRANCISCO, CALIFORNIA

U-909-H

The following tariff schedules have been regularly filed with the Public Utilities Commission of the State of California ("CPUC") and are the effective rates and rules of Energy Center San Francisco LLC ("Company"), formerly known as NRG Energy Center San Francisco LLC. The Company operates under the fictitious business name, San Francisco Energy Center.

Some tariff sheets included in these Tariff Schedules show a former name or address for the Company. Unless those tariff sheets have been cancelled by subsequent revised tariff sheets, they remain effective.

No officer, inspector, solicitor, agent or employee of the Company has any authority to waive, alter or amend in any respect these tariff schedules or any part thereof.

The rates, rules and regulations herein set forth are subject at all times to change or abolition, after proceedings duly had, by the Public Utilities Commission of the State of California, and changes in the rates and rules herein set forth must first be approved or accepted by the Public Utilities Commission of the State of California before they become effective.

All inspectors, agents or employees of the Company are strictly forbidden to demand or accept any personal compensation for services rendered to a customer.

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### Rate Schedule

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### Sample Forms

<u>No.</u>	<u>Date</u>	<u>Subject</u>	
62-4530	Rev. 6/11	Agreement for Steam Distribution Facilities and for Steam Service	30-H to 32-H (T)
79-725	5/85	Agreement for Customer-Owned Auxiliary Steam Generation	33-H to 35-H (T)

### LIST OF EFFECTIVE SHEETS

<u>Sheet</u>	<u>Number of Revision</u>	
Title	1 <sup>st</sup> Revised	
1-H	5 <sup>th</sup> Revised	
1.1-H	39 <sup>th</sup> Revised	(T)
2-H	4 <sup>th</sup> Revised	
3-H	2 <sup>nd</sup> Revised	
4-H	Original	
5-H	Original	
6-H	1 <sup>st</sup> Revised	
7-H	37 <sup>th</sup> Revised	(T)
7.1-H	25 <sup>th</sup> Revised	(T)
7.2-H	6 <sup>th</sup> Revised	
8-H	1 <sup>st</sup> Revised	
9-H	Original	
10-H	1 <sup>st</sup> Revised	
11-H	1 <sup>st</sup> Revised	
12-H	1 <sup>st</sup> Revised	
13-H	1 <sup>st</sup> Revised	
14-H	Original	
15-H	Original	
16-H	Original	
17-H	Original	
18-H	Original	
19-H	Original	
20-H	1 <sup>st</sup> Revised	
21-H	Original	
22-H	Original	
23-H	Original	
24-H	Original	
25-H	Original	
26-H	Original	
27-H	Original	
28-H	Original	
29-H	Original	
30-H	2 <sup>nd</sup> Revised	
30.1-H	1 <sup>st</sup> Revised	
30.2-H	1 <sup>st</sup> Revised	
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32-H	2 <sup>nd</sup> Revised	
33-H	2 <sup>nd</sup> Revised	
34-H	1 <sup>st</sup> Revised	
35-H	1 <sup>st</sup> Revised	

## PRELIMINARY STATEMENT

### A. GENERAL

The Company's tariffs can be accessed on the Internet via the Clearway Thermal website at [www.clearwaythermal.com/projects/san-francisco/](http://www.clearwaythermal.com/projects/san-francisco/) and then by clicking on "Tariffs and Regulations." (T)  
Information concerning the Company's current and superseded tariffs, advice letters and other filings with the California Public Utilities Commission can be obtained by calling the Company toll-free at (877) 674-7399. (T)

The Company owns and operates steam generating equipment and distribution systems to supply steam service in portions of the City and County of San Francisco, California. A map of the Company's service area, consisting of the City and County of San Francisco, is set forth on Sheet No. 6-H of this tariff.

The Company's steam service may be used for space heating and cooling, water heating and chilling and other commercial applications not including food preparation.

Steam service is available for supplying customers' existing equipment and apparatus at locations presently served. Within the capability of the Company's steam generating equipment and from existing distribution mains having delivery capacities in excess of the capacities required to meet obligations to current customers, new or increased loads may be served as hereinafter provided.

Prospective customers may apply for steam service to locations adjacent to the Company's distribution mains by making written application to the Company, by executing a contract in the regular form used by the Company at the time and for the particular class of service desired, or by executing a special contract for terms of service not specified in an existing tariff schedule. Such contract forms, required as a condition of service in Rule No. 4, shall include provisions whereby the customer agrees that steam service required shall be purchased and paid for in accordance with applicable rates and rules established by the Company from time to time and on file with the California Public Utilities Commission or, in the case of special contracts for service not specified in an existing tariff schedule, in accordance with the provisions of the special contract. If unusual conditions are involved or a substantial investment is required to make service available, the prospective customer will be informed as soon as practicable after application is made as to the conditions under which service will be supplied.

After making proper application for steam service, it will be necessary, before this service can be rendered, for applicant to establish credit with the Company in accordance with Rule No. 6 hereinafter set forth. When credit is established by making a cash deposit, such deposit shall be made in accordance with Rule No. 7 hereinafter set forth.

Steam deliveries shall be measured by means of suitable standard meters or other measuring devices except that where metering all of the steam delivered is impracticable, the amount of unmetered steam deliveries shall be estimated from all known facts, including connected load and operating time data.

All rates hereinafter listed are net rates and are not subject to discount, unless specifically stated on the schedule, or provided by special contract.

No standard riders are used by the Company.

**PRELIMINARY STATEMENT**

(Continued)

**B. RATE SETTING METHODOLOGY FOR TARIFF SCHEDULE SERVICES**

1. All customers are eligible to subscribe to service under Rate Schedule S-1 or other tariff schedules, subject to conditions specified in such schedules. (T)
2. General steam service is billed under Schedule S-1 – General Service.
3. Steam service offered and provided on a standby or partial requirements basis is billed under Schedule S-2 – Standby or Partial Requirements Service.
4. Under any of the above-referenced tariff service schedules, the customer pays a “customer charge” and a “Commodity Charge.” The Commodity Charge is stated in \$/1,000 pounds of steam (rounded to the nearest \$0.001/1,000 pounds) and has three components: the base rate, the fuel cost component, and a Public Utilities Commission of the State of California reimbursement fee.
5. The Company may increase or decrease the Commodity Charge at any time by filing with the Public Utilities Commission of the State of California a new tariff schedule or schedules (such as Schedule S-1 or Schedule S-2), as appropriate, with a revised Commodity Charge. The new rate will become effective without further Public Utilities Commission of the State of California approval forty (40) days after it is filed. Except for changes in the Commodity Charge due to changes in the cost of fuel to the Company, or changes in taxes paid by the Company or other governmental charges, the Company may not change rates by more than ten percent (10%) in any calendar year unless it obtains Public Utilities Commission of the State of California approval by resolution. There are no restrictions on the number of, or the total amount of, rate changes due to changes in the cost of fuel, taxes or other governmental charges.

**C. SPECIAL CONTRACTS**

1. Customers may enter into special contracts for service from the Company with rates or conditions of service that are different from tariff schedule services. Rates may be more than or less than the rates for tariff schedule services.
2. Service pursuant to special contracts shall go into effect automatically upon the Company filing such special contracts with the Public Utilities Commission of the State of California.

**D. SYMBOLS USED IN THIS TARIFF**

The following symbols are used in the margins of revised pages in this tariff to signify the reasons for revisions, as follows:

- (C) To signify changed listing, rule, or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule, or condition.
- (I) To signify an increase.
- (L) To signify material relocated from or to another part of tariff schedule with no change in text, rate or rule or condition.
- (N) To signify new material including listing, rate, rule, or condition.
- (R) To signify reduction.
- (T) To signify change in wording of text but not change in rate, rule, or condition.

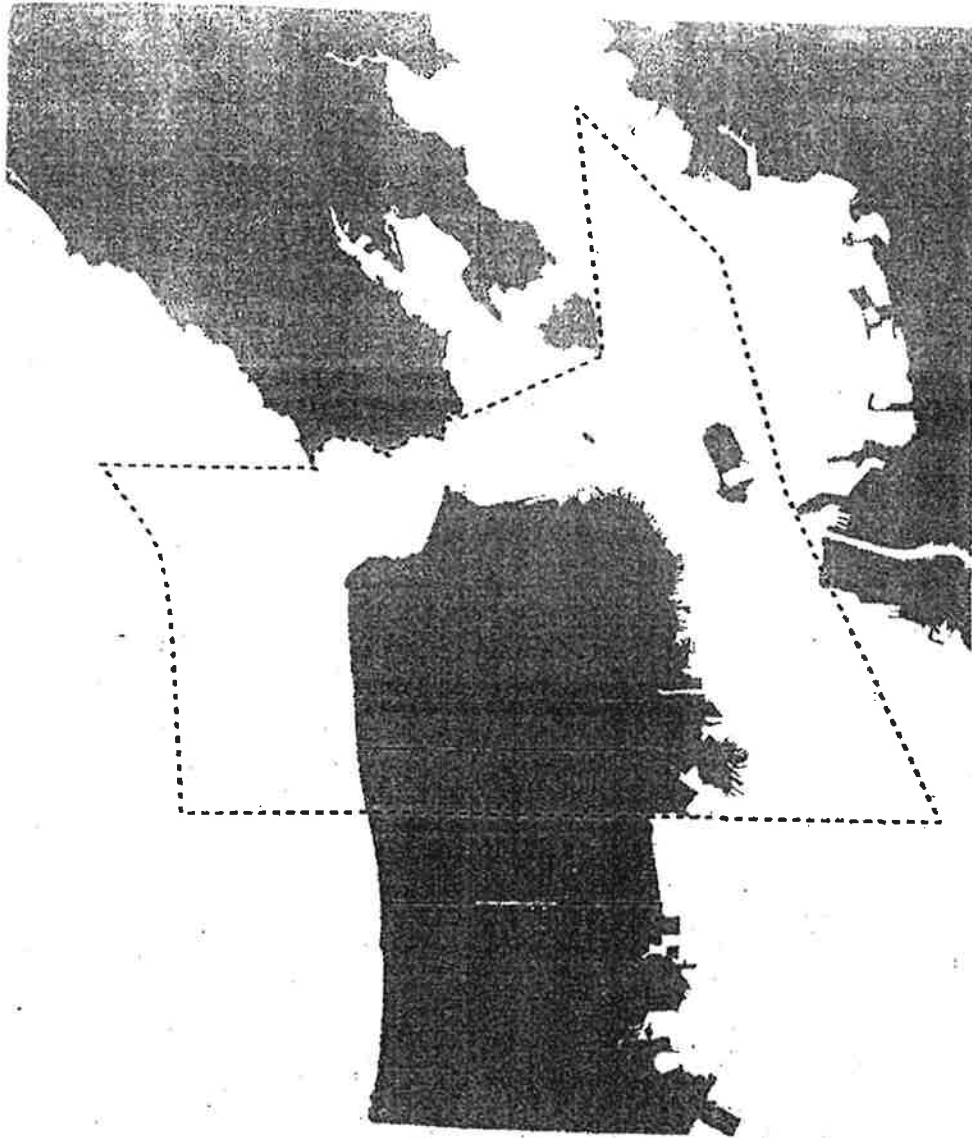
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**PRELIMINARY STATEMENT**  
(Continued)

**D. SERVICE AREA MAP**

The Company's service area is coterminous with the City and County of San Francisco.



**Note:** Dotted lines indicate boundaries of the City and County of San Francisco.



## **Schedule S-1**

### **GENERAL SERVICE**

#### APPLICABILITY

This schedule is applicable to all steam service, except service provided pursuant to Schedule S-2.

#### TERRITORY

Certain portions of the City and County of San Francisco.

#### RATES

Customer Charge	\$50.000	
Commodity Charge (for all deliveries per 1,000 lbs.)	\$48.15716	(I)
The Commodity Charge shown above is made up the following components:		
Base Rate	\$22.41173	(I)
Fuel Cost Component	\$25.69007	(I)
CPUC Reimbursement Fee*	\$0.05535	

#### SPECIAL CONDITIONS

Steam under the above rates is available only on contracts (Form No. 62-4530).

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\* In 1983 the legislature established the Public Utilities Reimbursement Fee to be paid by utilities to fund their regulation by the Commission (Public Utilities (PU) Code Sections 401-443). The fee is ordered by the Commission under authority granted by PU Code Section 433. The fee is not applicable to interdepartmental sales or transfers and sales to electric, gas, or steam heat public utilities.

**Schedule S-2**  
**Standby or Partial Requirements Service**

APPLICABILITY

This schedule is mandatory for all customers who choose to have steam service on a standby or partial load requirements basis unless provided otherwise by a special contract. This will apply to current and new customers who may, among other things, elect to install generation equipment for electricity on their premises. The groups of customers to which this applies are: (1) those whose full supply would otherwise be provided through facilities not owned by the Company and who require the Company to provide reserve capacity and stand by to be ready all at times to supply steam on a supplemental or interruptible basis; and (2) those who procure less than their full supply of steam from facilities not owned by the utility and require utility service for a partial load.

TERRITORY

Certain portions of the City and County of San Francisco.

RATES

Monthly Customer Charge	\$50.00	
Monthly Reservation Charge:	\$50.00	
Monthly Base Rate: (per 1,000 pounds of steam estimated)	calculated by (Average monthly usage at full requirements times approved S-1 base rate)	
S-1 Base Rate	\$22.41173	(I)
New Customers:	Estimate of Total Steam Usage for a 12-month period times the S-1 Base Rate divided by 12.	
Existing: Customers	A five (5) year average steam usage will be the basis for the Average Annual Usage. The Base Rate will be determined by multiplying the Average Annual Usage times the current S-1 Base Rate in the tariffs and dividing by 12.	
S-1 Fuel Cost Component (per 1,000 pounds of steam delivered)	\$25.69007	(I)

**Schedule S-2**  
**Standby or Partial Requirements Service**  
(continued)

RATES (continued)

CPUC Reimbursement	\$ 0.05535	(I)
Fee (per 1,000 pounds of Steam estimated)*		

SPECIAL CONDITIONS

1. Agreement for Standby or Partial Service Requirements. A Schedule S-2 contract is mandatory to obtain steam for standby service or partial requirements. Special contracts may be entered into if there are exceptional circumstances for this type of service.
2. Compliance. Compliance with the new rates will be made as follows: (A) **Customer Obligations:** (i) For existing customers, any that switch to standby or partial requirements service shall disclose their intention to change the nature of their service from full requirements within 90 days of the initiation of S-2 service. Such customers shall enter into an Agreement for Standby or Partial Service Requirements under Schedule S-2. (ii) For new customers, Energy Center will require any that either anticipate installing, have actually installed distributed generation equipment or choose to have steam service on a standby or partial requirements basis to enter into an Agreement for Standby or Partial Service requirements, In the event that a new customer does not fully disclose its intentions to install distributed generation, the penalty shall apply; and (B) **Inspections:** Energy Center reserves the right to conduct site inspections to determine the type of equipment installed. Energy Center will monitor monthly steam consumption and, in the event that there is a significant drop in usage in any given month without notice, follow-up with a site inspection.
3. Penalties. In the event that standby or partial load steam customers do not enter into an Agreement for Standby or Partial Service requirements to take steam service under the S-2 rate, then, at the discretion of the Company, such customers shall be subject to (A) termination of service or (B) complete compensation to the Company as if the service had been delivered under the S-2 rate schedule from the date of the commencement of standby or partial requirements service at the tariff rate plus \$1,000 per month that the incorrect tariff was applied.

\* In 1983 the legislature established the Public Utilities Reimbursement Fee to be paid by utilities to fund their regulation by the Commission (Public Utilities (PU) Code Sections 401-443). The fee is ordered by the Commission under authority granted by PU Code Section 433.

**Rule No. 2**

**DESCRIPTION OF SERVICE**

**A. QUALITY OF STEAM**

Steam supplied by the Company is not guaranteed as to quality or chemical constituents and is not intended for uses that would result, directly or indirectly, in contact by the steam or condensate with any product being used for human consumption.

**B. PRESSURE**

Steam supplied by the Company, in the areas served, is from either low-pressure or high pressure distribution main as available at the respective points of delivery. The Company reserves the right to increase or decrease the pressure at which steam is delivered.

Pressures at which steam is delivered from the Company's low-pressure distribution mains normally will vary within the range between five (5) and ten (10) pounds per square inch.

Where available from existing high-pressure mains, high pressure service will be supplied at the option of the Company. When steam is supplied from a high-pressure system, the nominal pressures at which deliveries are made normally will not be less than twenty (20) pounds per square inch or more than 125 pounds per square inch.

**C. AVAILABILITY**

Steam service is available only for apparatus and appliances that will be supplied entirely from the Company's system without interconnection either for standby purposes or otherwise with any other source of supply unless provided for by formal written agreement between the Company and the customer.

Customers whose requirements, in the opinion of the Company, may overburden its steam generating and distribution systems or may require unreasonable investment in additional facilities or may interfere with the supply to existing customers, will not normally be supplied steam service under these rates and rules. In such cases, a special contract will be required under such terms as the conditions warrant, subject to approval by the Public Utilities Commission of the State of California.

(T)

**Rule No. 3**

**APPLICATION FOR SERVICE**

**A. APPLICATIONS**

The Company may require each prospective customer to make a written application for the service desired, and also to establish his credit.

The application shall set forth:

1. Service location.
2. Date application will be ready for service.
3. Whether the service location has been heretofore supplied.
4. Purpose for which service is to be used, with description of equipment.
5. Address to which bills are to be mailed or delivered.
6. Whether applicant is owner, agent or tenant at service location.
7. Rate schedule desired.
8. Such other information as the Company may reasonably require.

The application is merely a request for service, and does not in itself bind the Company to serve, nor does it bind the customer to service for a longer period than the minimum requirements of the rate or contract.

**B. INDIVIDUAL LIABILITY FOR JOINT SERVICE**

In any case where two or more parties join in one application for steam service, such parties shall be jointly and severally liable, and only one bill shall be rendered for steam service supplied in accordance therewith.

**C. CHANGE OF CUSTOMER'S APPARATUS OR EQUIPMENT**

In the event that the customer desires to make any material change either in the amount or character of the equipment or apparatus supplied with steam by the Company, the customer shall give the Company written notice in advance of such change being made. Upon receipt of such notification, the Company will advise the customer as to whether steam will be available for customer's changed requirements.

**Rule No. 4**

**CONTRACTS**

(T)

As a condition of service, as set forth in the regular schedule of rates approved by the Public Utilities Commission of the State of California, each prospective permanent customer to be supplied from existing facilities will be required to sign a contract for an initial service term of not less than three years.

Where the Company installs new or additional facilities to make steam service available pursuant to these rates and rules, a contract will be required that provides for an initial service term to be negotiated by the applicant and the Company.

Applicants for temporary service, for service of a speculative character and for service of questionable permanency, will be supplied under the provisions of Rule No. 13.

See also the following tariff provisions relating to customer service contracts:

1. Preliminary Statement, Section C (Sheet No. 3-H).
2. Rule No. 5.A (Sheet No. 11-H).
3. Sample Forms (Sheet No. 30-H and following).

(N)

(N)

**Rule No. 5**

**SPECIAL INFORMATION REQUIRED ON FORMS**

**A. CONTRACTS**

Each contract for steam service will contain the following provisions:

"This contract shall at all times be subject to changes or modifications by the Public Utilities Commission of the State of California as said Commission may, from time to time, direct in the exercise of its jurisdiction."

**B. CUSTOMERS' BILLS**

On each bill for steam service will be printed the following statement:

"This bill is now due and payable."

"Should you question this bill, please request an explanation from the Company. If you thereafter believe you have been billed incorrectly, send the bill and a statement supporting your belief that the bill is not correct to the Public Utilities Commission of the State of California, 505 Van Ness Avenue, San Francisco California 94102. If the bill has not been paid, to avoid discontinuance of service, enclose a deposit for the amount of the bill made payable to the Public Utilities Commission of the State of California. The Commission will review the basis of the billed amount, communicate the results of its review to the parties and make disbursement of the deposit."

**C. DISCONTINUANCE OF SERVICE NOTICE**

On each notice of discontinuance of service for nonpayment of bills will be printed the substance of Rule Nos. 6.B.2, 10, 11.A, and 11.B of this tariff.

(T)

**D. DEPOSIT RECEIPTS**

Each deposit receipt will contain the following provisions:

"Please Note:"

"This deposit, less the amount of any unpaid bills for steam service furnished by the Company, will be refunded, together with any interest due, either upon discontinuance of service or as soon as practicable following any review made in accordance with Rule No. 7.B.4 which shows that the customer has paid bills for service for the twelve consecutive months immediately preceding such review without having had more than two past-due bills as defined in Rule No. 11.A."

"Interest on deposits will be calculated on a daily basis, and compounded at the end of each calendar month, from the date fully paid to the date of refund by check or applicable to a bill. The interest rate applicable in each calendar month may vary and shall be equal to the interest rate on commercial paper (three (3) months) for the previous month as reported in the Federal Reserve Statistical Release, G.13, or its successor publication; except that when a refund is made within the first fifteen days of a calendar month, the interest rate applicable in the previous month shall be applied for the elapsed portion of the month in which the refund is made."

"No interest will be paid if service is temporarily or permanently discontinued for nonpayment of bills."

"Refund of this deposit may be requested when credit is established as outlined above or as provided for in Rule No. 6."

**Rule No. 6**

**ESTABLISHMENT AND RE-ESTABLISHMENT OF CREDIT**

**A. ESTABLISHMENT OF CREDIT**

Each applicant will be required to establish credit which will be deemed established:

1. If the applicant is the owner with a substantial equity, of value satisfactory to the Company, in the premises to be served; or
2. If applicant makes a cash deposit to secure payment of bills for service as prescribed in Rule No. 7; or
3. If applicant furnishes a guarantor, satisfactory to the Company, to secure payment of bills for the service requested; or
4. If applicant has been a customer of the Company for a similar type of service within the past two (2) years and during the last twelve (12) consecutive months of that prior service has had not more than two (2) past-due bills as defined in Rule No. 11.A, provided that the periodic bill for such previous service was equal to at last fifty (50) percent of that estimated for the new service, and, provided further, that the credit of applicant is unimpaired in the opinion of the Company; or
5. If applicant's credit is otherwise established to the satisfaction of the Company; and
6. If applicant has paid all bills for any steam service previously supplied applicant by the Company.

**B. RE-ESTABLISHMENT OF CREDIT**

1. An applicant who previously has been or elsewhere is a customer of the Company and whose steam service has been discontinued by the Company during the last twelve (12) months of that prior or existing service because of nonpayment of bills, may be required to re-establish credit by depositing the amount prescribed in Rule No. 7 for that purpose, and by paying outstanding bills.
2. A customer who fails to pay bills before they become past due as defined in Rule No. 11.A, and who further fails to pay such bills within five (5) days after presentation of a discontinuance of service notice for nonpayment of bills, may be required to pay said bills and re-establish credit by depositing the amount prescribed in Rule No. 7. This rule will apply regardless of whether or not service has been discontinued for such nonpayment. (T)
3. A customer may be required to re-establish credit in accordance with Rule No. 6.A in case the conditions of service or basis on which credit was originally established have, in the opinion of the Company, materially changed. (T)



**Rule No. 7**

**DEPOSITS**

**A. AMOUNT OF DEPOSIT**

The amount of deposit required to establish or re-establish credit for steam service is twice the estimated monthly bill.

**B. RETURN OF DEPOSIT**

1. The Company may refund a customer's deposit by draft or by applying the deposit to the customer's account and the customer will be so advised. If the customer established steam service at a new location, the Company may retain the deposit for such new account, subject to the conditions of paragraphs B.3 and B.4 following.
2. Upon discontinuance of service, the Company will refund the customer's deposit or the balance thereof which is in excess of unpaid bills for steam service furnished by the Company.
3. When the customer's credit is otherwise established in accordance with Rule No. 6, the Company will refund the deposit either upon the customer's request for return of the deposit or upon review by the Company.
4. The Company will review the customer's account at the end of the first twelve (12) months that the deposit is held and each month thereafter. After the customer has had not more than two (2) past due bills, as defined in Rule No. 11.A, during the twelve (12) months prior to any such review and has not had service temporarily or permanently discontinued for nonpayment of bills during such period, the deposit will be refunded in accordance with paragraph B.1, above.

(T)

**C. INTEREST ON DEPOSIT**

1. The Company will pay interest on deposits, except as provided below, calculated on a daily basis, and compounded at the end of each calendar month, from the date fully paid to the date of refund by check or credit to the customer's account. The interest rate applicable in each calendar month may vary and shall be equal to the interest rate on commercial paper (three (3) month) for the previous month as reported in the Federal Reserve Statistical Release, C.13, or its successor publication; except that when a refund is made within the first fifteen (15) days of a calendar month, the interest rate applicable in the previous month shall be applied for the elapsed portion of the month in which the refund is made.
2. No interest will be paid if service is temporarily or permanently discontinued for nonpayment of bills.

**Rule No. 8**

**NOTICES**

Any notice the Company may give to any customer supplied with steam by the Company under and pursuant to the effective rules of the Company may be given by written notice, either delivered at the address hereinafter described in this rule, or properly enclosed in a sealed envelope and deposited in any United States Post Office in the territory served by the Company, postage prepaid, addressed to the customer at the customer's place of address specified in the customer's application for service of steam, or in the customer's contract for steam service, or at such address as may be subsequently given in writing therefore by the customer to the Company.

Any notice from any customer to the Company under any of the Company's schedules or rates, or under and pursuant to the effective rules of the Company may be given to the Company by himself or by written notice properly enclosed in a sealed envelope and addressed to the Company's office, postage prepaid, and deposited in any United States Post Office in the territory served by the Company.

**Rule No. 9**

**RENDERING AND PAYMENT OF BILLS**

**A. BILLS PREPARED AT REGULAR INTERVALS**

Bills for steam service will be rendered at regular intervals. All bills will be based on meter registration and the Company's estimate of unmetered use, if any.

Meters will be read as nearly as possible at regular intervals. Except as otherwise stated, the regular billing period will be once each month. Because of Sundays and holidays, it is not always possible to read meters on the same day of each month. Where, however, the monthly period is less than twenty-seven (27) days or more than thirty-three (33) days, a pro rata correction will be made in the bill on the basis of the number of days in the period to the total days in an average month, which will be taken as 30.4 days.

Whenever the Company's rate schedules include an annual minimum, said charge is to be payable in twelve (12) equal monthly installments throughout the year unless otherwise provided in the rate schedule.

**B. OPENING AND CLOSING BILLS**

Opening and closing bills and monthly bills for steam service rendered for periods of less than twenty-seven (27) days or more than thirty-three (33) days will be computed in accordance with the rate schedule applicable to that service, but the amount of the blocks in the schedule, and the minimum charge specified therein will be prorated on the basis of the number of days in the period in question to the total number of days in an average month.

**C. SERVICE FOR LESS THAN ONE MONTH**

Should the total period of service be less than one (1) month, no proration will be made and the amount of the bill shall not be less than the monthly minimum charge or service charge.

**D. READINGS OF SEPARATE METERS NOT COMBINED**

For the purpose of making charges, each meter upon the customer's premises will be considered separately, and the readings of two or more meters will not be combined, except as follows:

1. Where combinations of meter readings are specifically provided for in rate schedules.
2. Where the Company's operating convenience or necessity shall require the installment of two (2) or more meters instead of one (1) meter.

**E. BILLS DUE ON PRESENTATION**

Bills for steam service are due and payable upon presentation. Payment shall be made at the office of the Company if in person or by mail at the address listed on customer's bill.

**Rule No. 9**

**RENDERING AND PAYMENT OF BILLS**

(Continued)

**F. CLOSING BILL PAYABLE ON PRESENTATION**

Removal bills, special bills, bills rendered on vacation of premises, or bills rendered to persons discontinuing the service, shall be paid on presentation. Bills for connection or reconnection of service and payments for deposits or to reinstate deposits as required under the rules of the Company shall be paid before service will be connected or reconnected.

**G. RETURNED CHECK CHARGE**

If a check, tendered in payment of amounts owing the Company, is not honored by a bank and is returned to the Company unpaid, the Company will add to the customer's bill a charge of \$6.00 for processing each such returned check. Where service is subject to discontinuance under Rule No. 11, the returned check charge shall be included in the total amount due and payable.

**Rule No. 10**

**DISPUTED BILLS**

When a customer and the Company fail to agree on a bill for steam service and the disputed bill is not paid within fifteen (15) days after presentation, the Company will notify the customer in writing of the following:

1. That in lieu of paying the disputed bill, the customer may deposit with the California Public Utilities Commission at its office the State Building, 505 Van Ness Avenue, San Francisco, California 94102, the amount claimed by the Company to be due.
2. That checks or other forms of remittance for such deposit should be made payable to the California Public Utilities Commission.
3. That upon receipt of the deposit, the Commission will notify the Company, will review the basis of the billed amount, communicate the results of its review to the parties and make disbursement of the deposit.
4. That service will not be discontinued for nonpayment of the disputed bill when deposit has been made with the Commission pending the outcome of the Commission's review.
5. That failure of the customer to make such deposit within fifteen (15) days after the date upon which notice was given will warrant discontinuance of the customer's service without further notice.
6. That if before completion of the Commission's review, additional bills become due which the customer wishes to dispute, the customer shall also deposit with the Commission the additional amounts claimed by the Company to be due for such additional bills before they become past due and that failure to do so will warrant discontinuance of the customer's service in accordance with Rule No. 11.

**Rule No. 11**

**DISCONTINUANCE AND RESTORATION OF SERVICE**

**A. PAST DUE BILLS**

When bills are rendered monthly or bimonthly, they will be considered past due if not paid within fifteen (15) days after date of presentation. When bills are rendered weekly, they will be considered past due if not paid within four (4) days after date of presentation.

**B. NONPAYMENT OF BILLS**

1. When a bill for any steam service furnished by the Company at a given location has become past due and a five- (5) day discontinuance of service notice for nonpayment has been issued, steam service at that location may be discontinued, except as limited by paragraph B.4 hereof, if such bill is not paid within the time required by the notice.
2. A customer's steam service may be discontinued for nonpayment of a bill for a steam service previously furnished to the customer at any location served by the Company provided such bill is not paid within five (5) days after presentation of a notice that steam service may be discontinued, except as limited by paragraph B.4 hereof, for nonpayment of such bill for prior service. In no case, however, will service be discontinued for nonpayment of such bill until fifteen (15) days after establishment of service at the new location.
3. If a customer is receiving steam service from the Company at more than one location, all such service may be discontinued, except as limited by paragraph B.4, when steam service, regardless of location, is discontinued for nonpayment.
4. A customer's steam service will not be discontinued for nonpayment of bills until the amount of any deposit made to establish credit for steam service has been fully absorbed by past due and current charges.
5. Under no circumstances may service be discontinued for nonpayment of a bill to correct previously billed incorrect charges for a period in excess of the preceding three (3) months, unless such incorrect charges have resulted from the customer not abiding by the filed rules.

**C. FAILURE TO ESTABLISH OR RE-ESTABLISH CREDIT**

If, for an applicant's convenience, the Company should provide service before credit is established or should continue service to a customer when credit has not been re-established in accordance with Rule No. 6, and the applicant fails to establish or re-establish credit upon written notice of not less than five (5) days, the Company may discontinue service.

**Rule No. 11**

**DISCONTINUANCE AND RESTORATION OF SERVICE**

(Continued)

**D. UNSAFE EQUIPMENT**

The Company may refuse to serve or may discontinue service to a customer (a) if any part of the customer's facilities, appliances or other equipment for receiving or using service or the use thereof, shall be determined by the Company to be unsafe, (b) if the Company is notified by a public authority, having appropriate jurisdiction, that continued service to a customer is in violation of applicable laws, ordinances, rules or regulations of public authorities, or (c) if any condition existing upon the customer's premises shall be determined by the Company to endanger the Company's service facilities, until the condition specified in (a), (b), and/or (c) shall have been corrected by the customer.

The Company does not assume the responsibility of inspecting or repairing the customer's facilities, appliances or other equipment for receiving or using service, or any part thereof, and assumes no liability.

**E. SERVICE DETRIMENTAL TO OTHER CUSTOMERS**

The Company will not provide service to utilizing equipment, the operation of which will be detrimental to the service of the Company or its other customers, and will discontinue steam service to any customer who shall continue to operate such equipment after having been given notice by the Company to cease so doing.

**F. FRAUD**

The Company may refuse or discontinue service if the acts of the customer or the conditions upon the customer's premises are such as to indicate to it an intent to defraud the Company.

**G. NONCOMPLIANCE**

Except as otherwise specifically provided in this Rule No. 11, the Company may discontinue service to a customer for noncompliance with tariff schedules if, after written notice of at least five (5) days, the customer has not complied with the notice. The Company may dispense with the giving of such notice in the event of a dangerous condition, thus rendering the immediate discontinuance of service to the premises imperative.

**Rule No. 11**

**DISCONTINUANCE AND RESTORATION OF SERVICE**

(T)

(Continued)

H. CUSTOMER'S REQUEST FOR SERVICE DISCONTINUANCE

When a customer desires to terminate service, the customer shall give the Company not less than thirty (30) days' notice and state the date on which the customer wishes the termination to become effective. A customer may be held responsible for all service furnished at the premises until thirty (30) days after receipt of such notice by the Company or until the date of termination specified in the notice, whichever date is later.

I. ESCAPE OF STEAM

Customer shall exercise due care to prevent the escape of steam and the Company shall have the right to refuse to serve steam to any premises and at any time to discontinue service, if found that condensation at meter does not represent total steam delivery.

J. RESTORATION – RECONNECTION CHARGE

The Company may require payment of a reconnection charge of \$25.00 before restoring service that has been discontinued for nonpayment of bills or to protect the Company against fraud, or for failure otherwise to comply with filed tariffs.

Where the meter has been removed and the service discontinued for any of the above-mentioned reasons, or should the customer order the steam service temporarily discontinued, a reconnection charge of \$50.00 may be collected by the Company before the meter is reinstalled and service restored.

Customers who resume service within twelve (12) months after service has been discontinued will be required to pay all minimum charges which would have been billed during the shutdown period.



**Rule No. 12**

**RATES AND OPTIONAL RATES**

The rates to be charged by and paid to the Company for steam service will be the rates legally in effect and on file with the Public Utilities Commission of the State of California. Complete schedules of all rates legally in effect will be kept at all times in the Company's office, where they will be available for public inspection.

Where there are two or more rate schedules applicable to any class of service, the Company or its authorized employees will call applicant's attention, at the time application is made, to the several schedules, and the customer must designate which rate or schedule the customer desires.

In the event of the adoption by the Company of new or optional schedules or rates, the Company will take such measures as may be practicable to advise those of its customers who may be affected that such new or optional rates are effective.

In the event that a customer desires to take service under a different schedule than that under which the customer is being served, the change will become effective for service rendered after the next regular meter reading following the date of notice to the Company, except, however, the Company may not be required to make a change in schedule after the first change until twelve (12) months of service have been rendered under the schedule then in effect, unless a new schedule is authorized, or unless the customer's operating conditions have changed to warrant a change in schedule, except, however, in schedules with an annual minimum, in which case the change can only be made once in twelve (12) months.

**Rule No. 13**

**TEMPORARY SERVICE**

Temporary service refers to service of a temporary nature, and to operations of a speculative character or of questionable permanency.

The Company will, if in its opinion the furnishing of such service will not work an undue hardship upon it or its then-existing customers, furnish temporary service by service taps from existing mains having delivery capacity in excess of that required to supply existing customers under the following conditions:

1. The applicant for such temporary service shall be required to pay to the Company in advance or otherwise, as the Company may elect, the net cost of installing and removing all facilities necessary in connection with furnishing of such service by the Company.
2. Each applicant for temporary service shall be required to deposit with the Company a sum of money equal to the estimated amount of the Company's bill for such service, or to otherwise secure, in a manner satisfactory to the Company, the payment of any bills which may accrue by reason of such service so furnished or supplied.
3. Nothing in this rule shall be construed as limiting or in any way affecting the right of the Company to collect from the customer any other or additional sum of money which may become due and payable to the Company from the customer by reason of the temporary service furnished or to be furnished.
4. In the event that the customer shall have operated the steam equipment originally installed by the customer, or its equivalent, and has taken steam service from the Company continuously for a period of thirty-six (36) consecutive months from the date service is first delivered under this rule, and providing the customer's business then has proved its permanency to the entire satisfaction of the Company, the payment made by the customer pursuant to paragraph 1 hereof, shall be returned, provided the customer complies with all the rules applicable to steam service.
5. If deliveries of steam pursuant to this rule are discontinued within thirty-six (36) months of the date steam service is connected, the customer shall forfeit all claim to refund of the payment made pursuant to paragraph 1 hereof.
6. A customer may assign the customer's interest with the consent of the Company in amounts paid to the Company pursuant to paragraph 1 hereof provided the assignee agrees to assume responsibility for steam service contracted for by such customer.

**Rule No. 14**

**SHORTAGE OF SUPPLY AND INTERRUPTION OF DELIVERY**

The Company will exercise reasonable diligence and care to furnish and deliver a continuous and sufficient supply of steam to the customer, but does not guarantee continuity or sufficiency of supply. The Company will not be liable for interruption, shortage, or insufficiency of supply, or any loss or damage of any kind or character, if same is caused by inevitable accident, act of God, fire, strikes, riots, war, or any other cause except that arising from its failure to exercise reasonable diligence.

The Company, whenever it shall find it necessary for the purpose of making repairs or improvements to its system, will have the right to suspend temporarily the delivery of steam, but in all such cases, as reasonable notice as circumstances will permit, will be given to the customers, and the making of such repairs or improvements will be prosecuted as rapidly as may be practicable, and, if practicable, at such times as will cause the least inconvenience to the customer.

In case of shortage of supply and during the period of such shortage, the Company will make such apportionment of its available supply of steam among its customers as shall be ordered or directed from time to time by the Public Utilities Commission of the State of California, acting either directly or by an administrator or other official appointed it for that purpose. In the absence of such order or direction by the Public Utilities Commission, the Company will, in times of shortage, apportion its available supply of steam among all customers in the most reasonable manner possible.

**Rule No. 15**

**STEAM MAIN EXTENSIONS**

Steam distribution mains necessary to supply bona fide applicants for steam service of a permanent and established character, will normally be extended only on permanently established public streets, roads, ways, and places by the Company in accordance with the following provisions:

**A. GENERAL**

The Company will install steam distribution main extensions along permanently established public streets, roads, ways, and places, along the shortest practicable route from an existing terminal or main location where sufficient capacity and pressure exist to supply the extension as determined by the Company.

Steam distribution main extensions to be located on wharves, temporary fills, or other similar structures not constituting a firm earthen mass even though said structures have the status of public streets, roads, ways, or places, must be installed, owned, and maintained by the applicant, or applicants, and constructed and operated in a manner satisfactory to the Company.

**B. EXTENSIONS**

Except as otherwise provided, all extensions, enlargements, modifications, and/or additions to the existing steam distribution system required to serve applicants for steam service will be installed, owned, and maintained by the Company provided said applicants advance to the Company an amount equal to the total estimated installed cost of the minimum standard-sized facilities, as determined by the Company, required to make such extensions, enlargements, modifications, and/or additions. Advances made under this rule are not subject to refund.

**C. MAIN EXTENSION CREDIT POLICY**

Customers who contract for service after May 7, 1986 are entitled to a credit against the costs of required main extensions. The credit shall be equal to fifty (50) percent of the customer's estimated gross annual revenue or the cost of the extension, whichever is less. Estimated gross annual revenue shall be determined by the Company.

**D. EXCEPTIONS**

In circumstances when the application of this rule appears impracticable or unjust to either party, or would result in an economic burden to the system, the Company or the applicant may refer the matter to the Public Utilities Commission of the State of California for the approval of any special conditions mutually agreed upon.

**Rule No. 16**

**SERVICE CONNECTIONS AND FACILITIES ON CUSTOMER'S PREMISES**

**A. SERVICE CONNECTIONS**

Upon bona fide application for permanent steam service made and accepted in accordance with these rules, the Company, at its own expense, will furnish and install a service pipe of suitable capacity, from its steam distribution main to the property line of the property abutting upon the public street, road, way, or place in which its distribution main is located. The service pipe installed at the expense of the Company will terminate immediately inside the customer's property line.

In the case of buildings set back from the property line, the cost of any excess length of service pipe shall be paid to the Company by the customer.

The Company may not be required to install more than one (1) service pipe for any one (1) building or to provide service for more than one (1) building by means of a single service pipe. The Company may furnish steam service individually to more than one (1) customer in any building by means of a single service pipe.

The Company will install a service valve for its own use only at the end of its service pipe, or, if an excess length of service pipe is installed, at the end of such excess service pipe.

Steam deliveries shall be made by the Company to the customer at the point where the service pipe owned by the Company terminates; provided, however, the Company shall have the right to install its service valve, meters or other associated equipment in the customer's system beyond the point of delivery. The customer shall install, at the customer's expense, in the customer's piping, normally within three (3) feet beyond the downstream side of the Company's service valve, a suitable operating valve, capable of completely shutting off the customer's steam supply, of a type and size specified by the Company.

**B. METERS AND MEASURING DEVICES**

All meters and measuring devices will be installed by the Company, at its expense, upon the customer's premises so placed as to be at all times accessible for inspection, reading and testing.

The customer shall furnish and install all piping, fittings and couplings required for installation of all flow or condensate metering or measuring devices, and where required, a condensate receiver ahead of the inlet of the Company's condensate meter, of size and type as specified by the Company.

All piping required to discharge condensate emanating from Company-owned equipment on the customer's premises to the sewer shall be installed by the customer at the customer's expense in a manner satisfactory to the Company.

In buildings where individual meters or measuring devices will be installed by the Company in order to measure the steam used by more than one customer, the customer's piping, condensate receivers and other associated equipment shall be installed so as to enable all Company meters to be located at a central point in a manner and at a location in accordance with the Company's specifications.

The Company may install individual meters or measuring devices where steam is provided to certain facilities that are eligible for service pursuant to tariff schedules other than the Schedule for General Service.

**Rule No. 16**

**SERVICE CONNECTIONS AND FACILITIES ON CUSTOMER'S PREMISES**

(Continued)

**C. OWNERSHIP, CONTROL AND MAINTENANCE OF FACILITIES**

Service connections, valves, meters and measuring apparatus or other equipment installed at the expense of the Company on the customer's premises in connection with steam service shall at all times be owned and controlled by the Company and may be tested, repaired, replaced, altered or removed by the Company at any time.

No rent or other charge whatsoever will be made by the customer against the Company for placing or maintaining its equipment upon the customer's premises.

All meters will be sealed by the Company and no such seal shall be tampered with or broken except by an authorized representative of the Company. The customer shall exercise reasonable care to prevent Company-owned equipment upon the customer's premises from being tampered with, damaged or destroyed. Where a condensate meter is used, the customer's piping and other facilities shall be so arranged that all condensate intended to be metered shall be returned to a designated point for metering.

The customer shall, at the customer's own risk and expense, furnish, install, own and at all times keep in safe operating condition all regulators, steam pipes, appliances, fixtures and other apparatus, of any kind and character (except the equipment the Company installs at its expense) located on the customer's premises on customer's side of the point of delivery, required for receiving, applying and utilizing steam, and for recovering all condensate for metering and disposal of same including all necessary protective appliances and suitable housing. Any charges levied for the installation or usage of sewers utilized for the disposal of condensate shall be borne by the customer. The Company shall not be responsible for any loss or damage occasioned or caused by the negligence or wrongful act of the customer or of any of the customer's agents, employees or licensees in installing, maintaining, using, operating or interfering with such apparatus of the customer. The installation and operation of the customer's apparatus shall conform to all codes, ordinances or requirements of local building or plumbing inspection, and shall be in accordance with specifications of the Company.

When steam is delivered from a high-pressure main, the size of the customer's regulator or regulators, controls and piping shall be adequate for operation at any delivery pressure within the range of from twenty (20) to one hundred twenty-five (125) pounds per square inch.

When a customer-owned excess service pipe is installed, its operation shall be controlled by the Company and the Company may make minor repairs so long as such excess service pipe is used to receive deliveries of steam service; provided, however, customers shall be responsible for making all major repairs and replacements.

**Rule No. 16**

**SERVICE CONNECTIONS AND FACILITIES ON CUSTOMER'S PREMISES**

(Continued)

**D. COMPANY'S RIGHT OF INGRESS TO AND EGRESS FROM CUSTOMER'S PREMISES**

The Company shall at all times have the right of ingress to and egress from the customer's premises at all reasonable hours for any purpose reasonably connected with the furnishing of steam and the exercise of any and all rights secured to it by law and under these rules.

The Company shall have the right to remove any and all of its property installed on the customer's premises at the termination of service.

**E. SERVICE CONNECTIONS MADE BY COMPANY EMPLOYEES**

Only duly authorized employees of the Company are allowed to connect the customer's service to, or discontinued the same from, the Company's steam mains.

**Rule No. 17**

**METER TESTS AND ADJUSTMENT OF BILLS FOR METER ERROR**

**A. METER TESTS**

Any customer may, upon not less than five (5) days' notice, require the Company to test the customer's steam meter. No payment of deposit will be required from the customer for such test except:

When a customer whose average monthly bill for steam service is less than \$150 requests a condensate meter test within six (6) months after date of installation of the meter or more often than once in six (6) months, thereafter, a deposit to cover the reasonable cost of the test will be required of the customer in the amount of \$50.00

When a customer requests a flow meter to be tested within six (6) months after date of installation of the meter or more than once in six (6) months thereafter, a deposit to cover the reasonable cost of the test will be required of the customer in the amount of \$300.00.

The amount so deposited will be returned to the customer if the meter is found, upon test, to register more than two (2) percent fast or slow under conditions of normal operation. The amount so deposited will be forfeited by the customer if it is found, upon test, to register less than two (2) percent fast or slow under conditions of normal operation.

A customer shall have the right to require the Company to conduct the test of condensate meters in the customer's presence, or if the customer so desires, in the presence of an expert or other representative appointed by the customer. A customer shall have the right to review all documentation regarding the testing of flow meters which are done by the manufacturer or other certified testing agency, or the Company. A report giving the result of the test will be supplied to the customer within a reasonable time after completion of the test.

All meters will be tested prior to the time of their installation, and no meter will be placed in service or allowed to remain in service which has an error in registration in excess of two (2) percent under conditions of normal operation.

**B. ADJUSTMENT OF BILLS FOR METER ERROR**

1. When, as the result of any test, a meter is found to be more than two (2) percent fast, the Company shall refund to the customer the overcharge, based on the corrected meter readings for the period in which the meter was in use, not exceeding six (6) months, unless it can be shown that the error was due to some cause, the date of which can be fixed. In this case, the overcharge shall be computed back to, but not beyond such time.
2. When, as a result of any test a meter is found to register more than two (2) percent slow, the Company may render a bill of steam consumed but not covered by bills previously rendered for a period not to exceed three (3) months, subject to review by the Public Utilities Commission of the State of California, provided that if the actual period of error exceeds three (3) months and same can be definitely determined, the correction to be made, as provided, may cover such actual period, subject to review by the Public Utilities Commission.



**Rule No. 18**

**SUPPLY TO SEPARATE PREMISES AND RESALE OF STEAM**

Where the Company has adequate service facilities to supply separate premises, such separate premises, even though owned by the same customer, will not be supplied with steam through the same meter.

The customer shall not resell any of the steam received by the customer from the Company to any other person or for any other purpose, or on any other premises than specified in the customer's application for service.

ENERGY CENTER SAN FRANCISCO LLC

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**AGREEMENT FOR STEAM DISTRIBUTION FACILITIES  
AND FOR STEAM SERVICE**

1. \_\_\_\_\_ ("Customer"), hereby agrees to purchase from ENERGY CENTER SAN FRANCISCO LLC ("Energy Center"), and Energy Center agrees to sell and deliver to Customer, all of the steam, up to but not exceeding a maximum rate of flow of \_\_\_\_\_ pounds per hour, required for the Customer's use. This purchase and sale shall be made in accordance with and subject to Energy Center's applicable rates and rules established from time to time by Energy Center and included in its Tariff Schedules Applicable to Steam Service on file with the Public Utilities Commission of the State of California ("Tariff Rules"). (T)
2. Customer hereby selects Energy Center's Schedule No. S-\_\_\_\_, \_\_\_\_\_ Service, a copy of which is attached hereto and made a part hereof, as the schedule of rates and charges to be applicable to all steam service rendered hereunder, except as specifically provided in this Agreement. Schedule No. S-\_\_\_\_ is subject to change under procedures set by the Public Utilities Commission of the State of California. (T)
3. Customer shall pay Energy Center monthly for said steam service at any established office of Energy Center. Customer agrees to use Energy Center steam as its exclusive source of heating for all requirements originally connected pursuant to this agreement for the period of this agreement. (T)
4. Delivery of steam hereunder by Energy Center will be at the point where pipes owned or leased by or under license to Customer contact Energy Center's pipes, and such steam shall be metered at such location or locations on Customer's side of said point of delivery as shall be satisfactory to Energy Center. (T)
5. In order to furnish steam service hereunder, Energy Center will install, own, operate, and maintain service pipe, shutoff valve, and metering equipment. Other facilities and equipment as generally described in Exhibit A attached hereto, shall be owned and maintained by Energy Center for a period of 12 months from the initiation of service; thereafter such facilities and equipment shall become the sole property and responsibility of the Customer. The agreed-upon estimated total cost of the minimum standard size facilities, exclusive of the service pipe and meter is \$\_\_\_\_\_, which Customer agrees to pay Energy Center upon demand in accordance with Energy Center's Steam Main Extensions Rule No. 15, a copy of which is attached hereto and made a part hereof. Energy Center will supply the service pipe and meter at its expense. All facilities heretofore or hereafter installed by Energy Center to make delivery of steam hereunder shall at all times be and remain the property of Energy Center notwithstanding that said facilities may be affixed to property owned or leased by or under license to Customer, and Energy Center shall be entitled to remove or abandon all or any portion of said facilities in place, at Energy Center's option, upon termination of service hereunder. (T)

ENERGY CENTER SAN FRANCISCO LLC

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**AGREEMENT FOR STEAM DISTRIBUTION FACILITIES  
AND FOR STEAM SERVICE**

**(Continued)**

6. In the event Customer chooses to discontinue steam service prior to the completion of the term of this agreement, Customer agrees to pay Energy Center its share of the cost of service connection remaining based on the number of completed years of steam service provided in accordance with Table 1, below.

(T)

Table 1	
Whole Years of Completed Steam Service	Balance Remaining of Customer Share of Cost of Service Connection
0	
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	\$0

7. Energy Center shall not be responsible for any delay in the installation of said facilities resulting from shortage of labor or materials, strikes, labor disturbances, war, riot, weather conditions, governmental rule, regulation or order, including orders or judgments of any court, the prosecution to completion, including appeals, of any condemnation suit which Energy Center may deem necessary in order to obtain rights of way, act of God, or any cause or condition beyond the control of Energy Center.
8. Customer may, with Energy Center's written consent, assign this Agreement, subject to the assignee agreeing, in writing, to perform all of Customer's obligations hereunder for the duration of this Agreement.

(T)

(T)

(T)

(T)

ENERGY CENTER SAN FRANCISCO LLC

**AGREEMENT FOR STEAM DISTRIBUTION FACILITIES  
AND FOR STEAM SERVICE**

(Continued)

9. This agreement shall become effective on the date hereof and shall remain in force for an initial term of \_\_\_\_ year(s) from and after (a) the date of first delivery of steam service hereunder as recorded in Energy Center's records, or (b) six (6) months subsequent to the date Energy Center is ready to supply steam service from the hereinabove-described facilities as such date is determined by Energy Center, whichever date shall be the earlier, and shall continue thereafter from year to year unless terminated by either party at the end of said initial term or any subsequent contract year by giving the other party ninety (90) days advance written notice of termination.

10. Customer hereby grants to Energy Center for the term of this agreement and any extensions or renewals hereof, the right to install, replace, maintain and use on Customer's property, facilities required to furnish steam service hereunder, together with the right of ingress to and egress from and across said property for the aforesaid purposes and for reading, testing, inspecting, and adjusting Energy Center's meters.

11. Customer shall indemnify Energy Center, its officers, agents, and employees against all loss, damage, expense and liability to third parties for injury to or death of persons or injury to property, arising out of or resulting from the construction, ownership, operation, or maintenance of, or by failure of, any of the Customer's works, equipment or facilities used in connection with this agreement. Upon the request of Energy Center, the Customer shall defend any action, claim or suit asserting a claim covered by this indemnity. The Customer shall pay all costs that may be incurred by Energy Center in enforcing this indemnity, including reasonable attorneys' fees.

12. All notices hereunder (other than notices designated for delivery to operating personnel, which shall be made in any manner reasonable under the circumstances) shall be sufficient if personally delivered or sent by registered or certified mail postage prepaid, courier service, or telecopy (followed by mail) addressed:

If to Energy Center:

Energy Center San Francisco L.L.C.  
14 Mint Plaza, Suite 200  
San Francisco, CA 94103  
Attention: General Manager

If to Customer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

Energy Center and Customer by like notice may designate any further or different address or addresses to which notices shall be sent.

ENERGY CENTER SAN FRANCISCO LLC

**AGREEMENT FOR STEAM DISTRIBUTION FACILITIES  
AND FOR STEAM SERVICE**

**(Continued)**

13. If any clause, provision or section of this agreement is ruled invalid by any controlling authority, the invalidity of such clause, provision or section shall not affect any of the remaining provisions hereof.
14. This agreement and any exhibits attached hereto and incorporated herein by reference constitute the entire agreement between the parties with respect to the matters contained herein. All prior agreements with respect thereto are superseded hereby and each party confirms that it is not relying on any representations or warranties of the other party except as specifically set forth herein.
15. No amendment or modification to this agreement shall be binding unless in writing and duly executed by both parties.
16. This agreement shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California as said Commission may, from time to time, direct in the exercise of its jurisdiction.
17. This agreement shall be governed by the laws of the State of California.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Customer) ENERGY CENTER SAN FRANCISCO LLC

By \_\_\_\_\_ By \_\_\_\_\_

Title \_\_\_\_\_ General Manager

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ENERGY CENTER SAN FRANCISCO LLC

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**AGREEMENT FOR STEAM DISTRIBUTION FACILITIES  
AND FOR STEAM SERVICE**

**(Continued)**

**EXHIBIT A: Other Facilities and Equipment referenced in Paragraph 5 above:**

Number of Units	Description of Components	Operating Pressure	Comments	

ENERGY CENTER SAN FRANCISCO LLC

**AGREEMENT FOR USE OF CUSTOMER-OWNED STEAM GENERATION EQUIPMENT**

\_\_\_\_ ("Customer") is a customer of ENERGY CENTER SAN FRANCISCO LLC steam heating system ("Energy Center") and owns steam generating Equipment (SGE) capable of supplying the thermal needs of the Customer's premises located at \_\_\_\_\_, San Francisco, California. With appropriate compensation, Customer is willing to operate the SGE to supply Customer's load so as to relieve the steam load on Energy Center's system during actual or threatened shortage of steam on that system. Energy Center is willing to allow such operation under the terms and conditions described herein. Therefore, the parties hereto agree to the following terms and conditions:

1. Energy Center shall continue to furnish all steam to Customer under Energy Center's applicable tariff schedule on file with the Public Utilities Commission of the State of California, except as provided in this agreement.
2. Customer's SGE shall be used to supply Customer's steam requirements only, and, unless otherwise mutually agreed upon in writing, shall not be used to supply steam into Energy Center's steam distribution system.
3. Customer shall be responsible for installation, owning, operating and maintaining the SGE, including any necessary controls and piping. Energy Center shall acquire no right or responsibility in the SGE except the right to have it operated upon request under the terms of this agreement.
4. Customer shall be responsible for installing and operating the SGE in conformance with the requirements of all applicable laws, rules and regulations of all governmental agencies having jurisdiction, including those controlling air quality.
5. Customer agrees to operate the SGE on request from Energy Center for a period not to exceed an aggregate of three hundred (300) hours during the heating season (November 1 to March 31) during actual or threatened steam shortages.
6. Customer will continue to be billed by Energy Center monthly for Energy Center's steam service at the regular applicable rates and charges specified by Schedule SG-1. During operation of the SGE, the Energy Center service valve will be closed. Customer's monthly bill will not be reduced except by the amount of Energy Center steam not consumed during the SGE operation. Customer will be responsible for payment for any natural gas or fuel oil required to operate the SGE.
7. Energy Center shall compensate Customer for operation of the SGE when requested by Energy Center as provided in Attachment No. 1 (Compensation Schedule), which is a part of this agreement. Attachment No. 1 may be amended by substitution as needed.
8. Energy Center and Customer agree to the following operating procedures:
  - a. When Energy Center, in its sole discretion, determines that it is necessary for Energy Center to request Customer to operate Customer's SGE, such request shall be made (unless an emergency condition occurs) a minimum of twenty-four (24) hours in advance by Energy Center's designated representative located at \_\_\_\_\_, telephone \_\_\_\_\_. Energy Center shall make such requests to Customer's \_\_\_\_\_ (TITLE) \_\_\_\_\_ on duty at \_\_\_\_\_ or to such other person, location or telephone number a either party may either party may designate by written notice.

FORM 79-725

ENERGY CENTER SAN FRANCISCO LLC

**AGREEMENT FOR USE OF CUSTOMER-OWNED STEAM GENERATION EQUIPMENT  
(continued)**

- b. Customer will terminate the operation of the SGE within one (1) hour of notification that the SGE is no longer needed.
- c. Should the operation of Customer's SGE exceed eight (8) hours during a single notification or should twenty-four (24) hours notice not be given because of an emergency condition, Energy Center agrees to pay the reasonable overtime charges incurred by Customer as a result.
- d. Customer shall demonstrate to Energy Center's designated representative each year during the month of October, that the Customer's SGE is capable of providing the thermal loads of Customer's building and related equipment.
9. Customer shall indemnify Energy Center, its officers, agents, and employees against all loss, damage, expense and liability to third parties for injury to or death of persons or injury to property, arising out of or resulting from the construction, ownership, operation, or maintenance of, or by failure of, any of the Customer's works, equipment or facilities used in connection with this agreement. Upon the request of Energy Center, the Customer shall defend any action, claim or suit asserting a claim covered by this indemnity. The Customer shall pay all costs that may be incurred by Energy Center in enforcing this indemnity, including reasonable attorneys' fees.
10. This agreement shall be effective on the date hereof and shall continue in effect for one (1) year. After one (1) year, the agreement will continue on a month-to-month basis until either party terminates the agreement by providing thirty (30) days written notice.
11. Customer may, with Energy Center's written consent, assign this agreement if the assignee will agree in writing to perform all of Customer's obligations under this agreement.
12. This agreement shall be subject to all of Energy Center's applicable tariffs on file with and authorized by the Public Utilities Commission of the State of California, and shall at all times be subject to such changes or modifications as the Commission may direct from time to time in the exercise of its jurisdiction.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Customer) ENERGY CENTER SAN FRANCISCO LLC

By \_\_\_\_\_ By \_\_\_\_\_  
Title \_\_\_\_\_ Title \_\_\_\_\_



ENERGY CENTER SAN FRANCISCO LLC

**AGREEMENT FOR USE OF CUSTOMER-OWNED STEAM GENERATION EQUIPMENT  
(CONTINUED)**

**Attachment No. 1**

**Dated** \_\_\_\_\_

**COMPENSATION SCHEDULE**

1. APPLICABILITY

The provisions of this compensation schedule are applicable to steam generated by Customer's SGE under the provisions of the Customer-Owned Auxiliary Steam Generation Agreement, dated \_\_\_\_\_ ("Agreement") between \_\_\_\_\_ ("Customer") and ENERGY CENTER SAN FRANCISCO LLC steam heating system ("Energy Center"). This Compensation Schedule shall be in effect concurrently with that Agreement unless this schedule is modified or superseded by mutual agreement.

2. COMPENSATION

Energy Center shall pay to Customer \$ \_\_\_\_\_ per year per pound of steam demand capacity.

3. SPECIAL CONDITIONS

Energy Center shall pay the compensation in twelve (12) equal monthly payments. The payment shall be mailed by the last working day of the month.

FORM 79-725