

**From:** [Phan, Johnny](#)  
**To:** [Downtown West Project](#)  
**Subject:** FW: Preliminary Draft: Exhibit J Final  
**Date:** Tuesday, April 6, 2021 3:18:27 PM  
**Attachments:** [Google - DW - Exhibit J Microgrid-c.docx](#)  
[Redline City comment DA Exhibit J Microgrid 3-8-21 \(Perkins 3-12-21\) \(Kevin O'Connor 3-15-21\) \(002\) - Google - DW - Exhibit J Microgrid-c.pdf](#)

---

---

**From:** Phan, Johnny  
**Sent:** Monday, March 29, 2021 9:47 AM  
**To:** Straka, Stephanie <[SStraka@coblentzlaw.com](mailto:SStraka@coblentzlaw.com)>; Miller, J. Gregg <[gmliller@coblentzlaw.com](mailto:gmliller@coblentzlaw.com)>  
**Subject:** Preliminary Draft: Exhibit J Final

Exhibit J is final. Thanks. Johnny

## Johnny V. Phan

**Chief Deputy City Attorney**  
**Office of the City Attorney**  
**City of San Jose**  
**200 East Santa Clara Street**  
**San Jose, CA 95113-1905**  
**Main Ph: (408) 535-1900**  
**Direct No.: (408) 535-1981**  
**Fax No. (408) 998-3131**

**NOTICE TO RECIPIENT:** This communication is intended **only** for the person to whom it is addressed, and may be protected by law. If you receive this in error, any review, use, dissemination, distribution, or copying is strictly prohibited. Please notify us immediately of the error and delete this communication and any attached documents from your system. Thank you for your cooperation.

---

**From:** Straka, Stephanie <[SStraka@coblentzlaw.com](mailto:SStraka@coblentzlaw.com)>  
**Sent:** Tuesday, March 23, 2021 7:01 PM  
**To:** Phan, Johnny <[Johnny.Phan@sanjoseca.gov](mailto:Johnny.Phan@sanjoseca.gov)>  
**Cc:** Miller, Gregg <[gmliller@coblentzlaw.com](mailto:gmliller@coblentzlaw.com)>  
**Subject:** Google - DW - DA Exhibits Parkland Agreement, G, J

[External Email]

Hi Johnny,

Attaching the following:

- Exhibit E Parkland Agreement with Redline to City 3.17.21 comments
- Exhibit E3.2 (same as 3.6.21; included for completeness)
- Exhibit E6 (same as 3.8.21; included for completeness)
- Exhibit G Workforce etc. and Redline to City 3.8.21 comments
- Exhibit J Microgrid and Redline

**Stephanie R. Straka** | Special Counsel

**Coblentz Patch Duffy & Bass LLP**

One Montgomery Street, Suite 3000

San Francisco, CA 94104

Direct 415-772-5750 | Cell 951-333-5572 | Office 415-391-4800

[sstraka@coblentzlaw.com](mailto:sstraka@coblentzlaw.com)

[www.coblentzlaw.com](http://www.coblentzlaw.com)

This transmittal is intended solely for use by its addressee, and may contain confidential or legally privileged information. If you receive this transmittal in error, please email a reply to the sender and delete the transmittal and any attachments.

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Google Draft 3/23/21

## Exhibit J

### **Framework for City Provided Electric Service to the Downtown West Project**

This Exhibit provides a framework for Developer and the City to follow to first confirm the viability of an electrical Microgrid as a key component of the Project, and then, subject to their respective actions and approvals, enter into a Business Relationship addressing development, ownership and operation of the Microgrid as specified in Section 3.5 below. Any capitalized terms not defined below shall have the meaning assigned to such terms in the Development Agreement (“Agreement”).

#### **1. Electric Microgrid Overview**

- 1.1. Developer is developing district systems as a key tool to achieve the Project's environmental objectives and to increase the Project's resilience in the face of power and other system outages. One of the principal district systems is the electrical microgrid ("Microgrid"). The grid-tied Microgrid will be developed to supply electricity to the Project area. The Microgrid will be fed by a primary transmission level electricity supply – 115kV from PG&E – before transforming to 12kV or 21kV distribution supply via a dedicated Project substation. In the event of a failure of PG&E's primary supply, the system will be switched to island mode, meaning that it will operate in isolation from the PG&E network, and then utilize the Developer's embedded renewable energy systems, backup generation and storage to manage electrical supply to the Project. Implementation of a feasible Microgrid is a key component of the Project's District Systems strategy, and timely delivery and energization of the Microgrid is a key factor in the development of the Project's office component.

This Exhibit shall apply only if Developer elects to proceed with the scenario for development of the Microgrid that requires a Business Relationship with City, and not to other Microgrid development scenarios as described in Condition No. \_\_ of Resolution No. \_\_\_\_\_.

- 1.2. The City and Developer are evaluating the option of City-provided electric service to all buildings and future customers within the Project area, subject to Council approval and applicable law.
  - a. Developer has funded a preliminary study and cost of service analysis by the City, to confirm the viability of the City-owned system. The results of this preliminary study indicate that City-provided electric service to the Project is viable.
  - b. Developer and the City have submitted applications for interconnection to PG&E.
  - c. Both parties acknowledge that City-provided electric service has potential mutual benefits, and have agreed to further develop the financial and legal basis

Google Draft 3/23/21

for proceeding with the City ownership and operation of the Microgrid following the issuance of Project entitlements, including negotiation of a Business Relationship.

## **2. Relationship to Project Approvals**

- 2.1. The Microgrid is a component of the Project that was evaluated in the Project's Final Environmental Impact Report, and which is part of the Project's Infrastructure as reflected both in the Infrastructure Plan and in the Downtown West Planned Development Permit and its implementing components, including the Downtown West Improvement Standards, Conceptual Infrastructure Plan Sheets and the Downtown West Design Standards and Guidelines.
- 2.2. The City and Developer are evaluating the option of City-provided electric service, which may be effectuated through future City actions, approvals, and/or agreements with Developer or any of its successors or assigns under the Development Agreement, and which shall not require amendment to the Agreement, the Downtown West Planned Development Permit, or any other Approval.

## **3. Condition(s) Precedent**

The City and Developer, prior to entering into a Business Relationship for City provided electric service to the Project area, shall satisfy the following conditions precedent:

- 3.1. City shall complete a preliminary cost of service analysis to determine economic feasibility of City provided electric service.
- 3.2. City and Developer shall make a determination whether to proceed with the City's Wholesale Transmission Interconnection Application to PG&E as reasonably practical and feasible, including any discussions, actions, approvals and/or agreements with PG&E regarding PG&E's System Impact Study, Facilities Study, interconnection facilities required to connect the Microgrid to the PG&E transmission grid, and/or Interconnection Agreement.
- 3.3. As soon as reasonably practicable and feasible, the City shall make a determination whether it will provide electric service to the Project, and shall take all steps necessary under applicable federal, state and local law to organize as an entity qualified to provide electrical energy service to meet the electrical loads of end-users within the Project, and to meet its other obligations under a prospective Business Relationship with Developer; City shall confirm completion of such steps in writing to Developer.
- 3.4. City and Developer shall negotiate and determine whether to execute the terms of a "Business Relationship", including but not limited to the following:
  - 3.4.1. Coordination and collaboration regarding Microgrid design and applicable design and performance standards for approval by the City.

Google Draft 3/23/21

- 3.4.2. Development and installation of the Microgrid by Developer.
- 3.4.3. Ownership, operation and maintenance of the Microgrid, including but not limited to City acquisition of the Microgrid; necessary leases, easements, and licenses from the Developer for the City to operate and maintain the Microgrid on Developer-owned land; Developer ownership, and operation and maintenance of non-distribution system facilities such as behind the meter components.
- 3.4.4. Alterations and/or reconfigurations of the Microgrid, including but not limited to good faith efforts by the City to allow such alterations and/or reconfigurations determined to be mutually beneficial to end-use customers, the City and Developer.
- 3.4.5. Energy Services, including but not limited to the supply of energy to the Microgrid and establishment of fair and equitable cost-based rates.
- 3.4.6. Customer relations with the City, including but not limited to response to customer inquiries, adjudication of customer complaints, and billing.

## **Exhibit J**

### **Framework for City Provided Electric Service to the Downtown West Project**

This Exhibit provides a framework for Developer and the City to follow to first confirm the viability of an electrical Microgrid as a key component of the Project, and then, subject to their respective actions and approvals, enter into a Business Relationship addressing development, ownership and operation of the Microgrid as specified in Section 3.5 below. Any capitalized terms not defined below shall have the meaning assigned to such terms in the Development Agreement (“Agreement”).

#### **1. Electric Microgrid Overview**

- 1.1. Developer is developing district systems as a key tool to achieve the Project's environmental objectives and to increase the Project's resilience in the face of power and other system outages. One of the principal district systems is the electrical microgrid ("Microgrid"). The grid-tied Microgrid will be developed to supply electricity to the Project area. The Microgrid will be fed by a primary transmission level electricity supply – 115kV from PG&E – before transforming to 12kV or 21kV distribution supply via a dedicated Project substation. In the event of a failure of PG&E's primary supply, the system will be switched to island mode, meaning that it will operate in isolation from the PG&E network, and then utilize the Developer's embedded renewable energy systems, backup generation and storage to manage electrical supply to the Project. Implementation of a feasible Microgrid is a key component of the Project's District Systems strategy, and timely delivery and energization of the Microgrid is a key factor in the development of the Project's office component.

This Exhibit shall apply only if Developer elects to proceed with the scenario for development of the Microgrid that requires a Business Relationship with City, and not to other Microgrid development scenarios as described in Condition No. \_\_\_ of Resolution No. \_\_\_\_\_.

- 1.2. The City and Developer are evaluating the option of City-provided electric service to all buildings and future customers within the Project area, subject to Council approval and applicable law.
  - a. Developer has funded a preliminary study and cost of service analysis by the City, to confirm the viability of the City-owned system. The results of this preliminary study indicate that City-provided electric service to the Project is viable.
  - b. Developer and the City have submitted applications for interconnection to PG&E.

[Google Draft 3/23/21](#)

- c. Both parties acknowledge that City-provided electric service has potential mutual benefits, and have agreed to further develop the financial and legal basis for proceeding with the City ownership and operation of the Microgrid following the issuance of Project entitlements, including negotiation of a Business Relationship.

## **2. Relationship to Project Approvals**

- 2.1. The Microgrid is a component of the Project that was evaluated in the Project's Final Environmental Impact Report, and which is part of the Project's Infrastructure as reflected both in the Infrastructure Plan and in the Downtown West Planned Development Permit and its implementing components, including the Downtown West Improvement Standards, Conceptual Infrastructure Plan Sheets and the Downtown West Design Standards and Guidelines.
- 2.2. The City and Developer are evaluating the option of City-provided electric service, which may be effectuated through future City actions, approvals, and/or agreements with Developer or any of its successors or assigns under the Development Agreement, and which shall not require amendment to the Agreement, the Downtown West Planned Development Permit, or any other Approval.

## **3. Condition(s) Precedent**

The City and Developer, prior to entering into a Business Relationship for City provided electric service to the Project area, shall satisfy the following conditions precedent:

- 3.1. City shall complete a preliminary cost of service analysis to determine economic feasibility of City provided electric service.
- 3.2. City and Developer shall make a determination whether to proceed with the City's Wholesale Transmission Interconnection Application to PG&E as reasonably practical and feasible, including any discussions, actions, approvals and/or agreements with PG&E regarding PG&E's System Impact Study, Facilities Study, interconnection facilities required to connect the Microgrid to the PG&E transmission grid, and/or Interconnection Agreement.
- 3.3. As soon as reasonably practicable and feasible, the City shall make a determination whether it will provide electric service to the Project, and shall take all steps necessary under applicable federal, state and local law to organize as an entity qualified to provide electrical energy service to meet the electrical loads of end-users within the Project, and to meet its other obligations under a prospective Business Relationship with Developer; City shall confirm completion of such steps in writing to Developer.



Google Draft 3/23/21

- 3.4. City and Developer shall negotiate and determine whether to execute the terms of a “Business Relationship”, including but not limited to the following:
  - 3.4.1. Coordination and collaboration regarding Microgrid design and applicable design and performance standards for approval by the City.
  - 3.4.2. Development and installation of the Microgrid by Developer.
  - 3.4.3. Ownership, operation and maintenance of the Microgrid, including but not limited to City acquisition of the Microgrid; necessary leases, easements, and licenses from the Developer for the City to operate and maintain the Microgrid on Developer-owned land; Developer ownership, and operation and maintenance of non-distribution system facilities such as behind the meter components.
  - 3.4.4. Alterations and/or reconfigurations of the Microgrid, including but not limited to good faith efforts by the City to allow such alterations and/or reconfigurations determined to be mutually beneficial to end-use customers, the City and Developer.
  - 3.4.5. Energy Services, including but not limited to the supply of energy to the Microgrid and establishment of fair and equitable cost-based rates.
  - 3.4.6. Customer relations with the City, including but not limited to response to customer inquiries, adjudication of customer complaints, and billing.



Document comparison by Workshare 10.0 on Tuesday, March 23, 2021 3:18:06 PM

Input:	
Document 1 ID	netdocuments://4822-1653-3474/1
Description	City comment DA Exhibit J Microgrid 3-8-21 (Perkins 3-12-21) (Kevin O'Connor 3-15-21) (002)
Document 2 ID	netdocuments://4827-0208-9698/1
Description	Google - DW - Exhibit J Microgrid
Rendering set	CPDB Set

Legend:	
	<u>Insertion</u>
	<del>Deletion</del>
	<del>Moved from</del>
	<u>Moved to</u>
	Style change
	Format change
	<del>Moved deletion</del>
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	8
Deletions	1
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	9