

PUBLIC UTILITIES COMMISSION

SAN FRANCISCO, CA 94102-3298



May 19, 2010

Advice Letter 2380-E

Akbar Jazayeri
Vice President, Regulatory Operations
Southern California Edison Company
P O Box 800
Rosemead, CA 91770

Subject: Deviation to Standard Generating Facility Interconnection Agreement

Dear Mr. Jazayeri:

Advice Letter 2380-E is effective November 1, 2009.

“Based on SCE Rule 21,D.1.f, reading: Generating Facilities Not Identified. In the event this Rule does not address the Interconnection conditions for a Particular Generating Facility, SCE and the Producer [here the Port of Long Beach] may agree upon other arrangements.
[http://www.sce.com/NR?sc3/tm2/pdf/Rule 21.pdf](http://www.sce.com/NR?sc3/tm2/pdf/Rule%2021.pdf)”

Energy Division staff determined that this AL designation as a Tier 3 is not binding and Commission approval is not required.”

Sincerely,

A handwritten signature in blue ink that reads "Julie A. Fitch".

Julie A. Fitch, Director
Energy Division

September 9, 2009

ADVICE 2380-E
(U 338-E)

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA
ENERGY DIVISION

SUBJECT: Deviation to Standard Generating Facility Interconnection
Agreement

Southern California Edison Company (SCE) hereby submits for filing the following changes to its tariff schedules. The revised tariff sheets are listed on Attachment A and are attached hereto.

PURPOSE

Pursuant to Section 5.1 of General Order (GO) 96-B, this advice letter seeks California Public Utilities Commission (Commission) approval of: (1) a deviation to the standard Rule 21 Generating Facility Interconnection Agreement (Agreement) in order to facilitate cold-ironing at the Port of Long Beach (POLB) located in SCE's service territory; and (2) a modification of SCE's List of Contracts and Deviations to reflect the requested deviation. Cold-ironing refers to the use of shore-supplied electricity for the lighting, heating, cooling, machinery, and other needs of an ocean-going vessel, while at-berth or otherwise electrically connected, as replacement for the vessel's auxiliary internal combustion engines. This transition between shipboard generation and shore-supplied power necessitates an interconnection agreement.

BACKGROUND

The vessels, trucks, trains, and other diesel-powered equipment and harbor craft operating at ports emit air pollutants, including nitrogen oxides (NOx), sulfur oxides (SOx), particulate matter (PM), carbon monoxide, and hydrocarbons. The South Coast Air Quality Management District (SCAQMD) has identified port-related emissions as a significant source of air pollution in the Los Angeles region.¹ Of particular concern are

¹ See AQMD Chairman Announces Clean Port Initiative (Nov. 4, 2005) (available at <http://www.aqmd.gov/news1/2005/cleanportinitiative.html>) ("The Los Angeles-Long Beach port

diesel PM emissions. Diesel PM was identified as a toxic air contaminant by the California Air Resources Board (CARB) in 1998, and long-term exposures to diesel PM increase the risk of developing health problems.²

One source of air pollutants at the POLB is commercial vessels which use their auxiliary internal combustion engines to meet their onboard power needs for refrigeration, lights, pumps, communications, and other functions while docked. These “hotelling” vessels emit NOx, SOx, PM, and other air pollutants from their internal combustion engines.

One approach to reducing the emission of air pollutants from hotelling vessels is called “cold-ironing.” Cold-ironing refers to the temporary replacement of the power supplied by the vessel’s auxiliary internal combustion engines with shoreside electric power. The CARB estimates that port electrification of a vessel can reduce its emissions of NOx and diesel PM by more than 90 percent.³ Moreover, greenhouse gas (GHG) emissions, such as carbon dioxide, are also reduced depending on the source of the electricity provided to the vessel.⁴

As part of a comprehensive strategy to significantly reduce the air pollution associated with port-related sources, the POLB has installed facilities at its shipping terminals to allow for cold-ironing, and the POLB and SCE have been actively engaged in developing the electrical infrastructure necessary to accommodate cold-ironing load at the POLB.

On July 7, 2008, SCE filed Advice 2231-E-A to modify Rule 18 to permit terminal operators to submeter and bill vessels at-berth at the POLB and the Port of Hueneme for electric service supplied by SCE. SCE provides electric service to the terminal operator, referred to as the master-metered customer, who in turn provides service to ships at-berth over electrical distribution facilities owned by the POLB for purposes of cold-ironing. Pursuant to the revised Rule 18, approved by the Commission on July 7, 2008, the master-metered customer may submeter and bill for services supplied by SCE at rates and charges which do not exceed those which apply to the master-metered customer.

The POLB has installed a Shore-to-Ship (STS) Power System to supply power provided by SCE to ships at-berth at Pier G of the POLB. Visiting ships will be required to shut down shipboard auxiliary generation equipment (SAGE) and to supply required shipboard electric loads from this shore-based source. Departing ships will likewise

complex is the nation’s largest and its ocean-going ships, trains, trucks and cargo handling equipment in the aggregate are the No. 1 fixed source of air pollution in the Los Angeles Basin.”).

² CARB Staff Report: Initial Statement of Reasons for Proposed Rulemaking, Regulations to Reduce Emissions from Diesel Auxiliary Engines on Ocean-Going Vessels While At-Berth at a California Port (Oct. 2007) at ES-2 (available at <http://www.arb.ca.gov/regact/2007/shorepwr07/isor.pdf>).

³ CARB Expanded List of Early Action Measures to Reduce Greenhouse Gas Emissions in California Recommended for Board Consideration (Oct. 2007) at B-28-29 (available at http://www.arb.ca.gov/cc/ccea/meetings/ea_final_report.pdf).

⁴ *Id.*

disengage from the STS as they engage their SAGE prior to leaving berth. For short periods of time, as the ships transition to and from shore power, the SAGE will operate in parallel with the SCE Electric Distribution system (SCE EDS) in order to facilitate a smooth and safe transition between power sources. As such, a generating facility interconnection agreement is necessary to address the interconnection of the SAGE with the STS Power System.

REQUEST FOR DEVIATION

SCE requests Commission approval for a deviation to the standard Generating Facility Interconnection Agreement (GFIA) between SCE and the operator of Pier G, International Transportation Service (ITS), in order to facilitate cold-ironing at the POLB. The GFIA is attached hereto and described below.

Generating Facility Interconnection Agreement

Generating Facility Interconnection Agreement (Non-Export) for a Customer Owned Generating Facility (Form 14-731), is the basis for the modified agreement to support cold-ironing at POLB.

The proposed GFIA deviates from a standard interconnection agreement in two primary areas related to:

1. Operating capabilities of the interconnected generator(s); and
2. Location of Protective Relay devices.

These areas are summarized below and described in detail in an addendum to the GFIA, the "Description of the Shipboard Auxiliary Generating Equipment and Electric Interconnection Facilities Required to Facilitate Cold Ironing in Accordance with the Agreement."

Generator-Specific Information

Under a standard interconnection agreement, specific operating data for the interconnected generator is supplied by the customer generator (or Producer) to SCE. However, shipboard auxiliary generating equipment that will be operated in parallel with the SCE EDS is, by its nature, transient as ships come and go from the POLB. In addition, there is no standardization of shipboard auxiliary generating equipment and actual size and capability of interconnected generation is anticipated to vary to some extent.

SCE and the POLB have developed generic generator data designed to cover the range of generating equipment expected to operate in parallel with the SCE EDS in the

process of cold ironing. This generic data is used to establish a “generator proxy.” For purposes of the revised interconnection agreement, the Producer (ITS) is deemed to have complied with the application requirement for interconnection through the specification of the generator proxy. This same generator proxy data is used to develop the protection equipment requirements pursuant to Rule 21.

Further, “momentary” system parallels, which occur when generating equipment is ramping up or down, while replacing or being replaced by SCE generation supplied over the EDS, are allowed on a limited basis under the standard interconnection agreement. The duration of parallel operation required to transition to and from shipboard and shore power will be significantly longer than the 1 second allowed under Momentary Parallel (MP) operating mode option of the standard interconnection agreement. The proposed GFIA allows parallel operation for up to 300 seconds.

Protective Equipment

The standard interconnection agreement requires protective relays or other isolation devices at the point of common coupling between the Producer’s generating facility and SCE. Due to the nature of the physical infrastructure in place and the multiple points of connection between the customer-owned infrastructure and the shipboard generators at-berth, SCE and POLB have developed alternative configurations for the Ground Detection System, protective relaying equipment, and circuit breakers which satisfy the overall requirements of Rule 21 for isolating the POLB system from the SCE EDS in the event of a fault.

REQUEST FOR COMMISSION APPROVAL

SCE seeks Commission approval of the proposed deviation pursuant to General Order (GO) 96-B, Section 5.1, which authorizes SCE to request Commission authorization and approval of a deviation from its tariffs.

Therefore, SCE requests Commission approval of:

1. A deviation to the Standard Rule 21 GFIA to accommodate the provision of cold-ironing at the POLB; and
2. A modification of SCE’s List of Contracts and Deviations to reflect the deviation proposed.

TIER DESIGNATION

Pursuant to GO 96-B, Energy Industry Rule 5.3(5), this advice letter is submitted with a Tier 3 designation – Effective After Commission Approval.

EFFECTIVE DATE

This advice filing will become effective upon issuance by the Commission of a resolution containing the findings requested herein. The POLB has already begun cold-ironing activities at the POLB, and the parties to the proposed GFIA have already signed the agreement in light of the POLB's ongoing cold-ironing activities. As such, SCE respectfully requests that the Commission issue a resolution as soon as possible, and in any event, no later than November 1, 2009.

NOTICE

Anyone wishing to protest this advice filing may do so by letter via U.S. Mail, facsimile, or electronically, any of which must be received no later than twenty days after the date of this advice filing. Protests should be mailed to:

CPUC, Energy Division
Attention: Tariff Unit
505 Van Ness Avenue
San Francisco, California 94102
E-mail: inj@cpuc.ca.gov and mas@cpuc.ca.gov

Copies should also be mailed to the attention of the Director, Energy Division, Room 4004 (same address above).

In addition, protests and all other correspondence regarding this advice letter should also be sent by letter and transmitted via facsimile or electronically to the attention of:

Akbar Jazayeri
Vice President of Regulatory Operations
Southern California Edison Company
2244 Walnut Grove Avenue
Rosemead, California 91770
Facsimile: (626) 302-4829
E-mail: AdviceTariffManager@sce.com

Bruce Foster
Senior Vice President, Regulatory Affairs
c/o Karyn Gansecki
Southern California Edison Company
601 Van Ness Avenue, Suite 2040
San Francisco, California 94102
Facsimile: (415) 929-5540
E-mail: Karyn.Gansecki@sce.com

There are no restrictions on who may file a protest, but the protest shall set forth specifically the grounds upon which it is based and shall be submitted expeditiously.

In accordance with Section 4 of GO 96-B, SCE is serving copies of this advice filing to the interested parties shown on the attached GO 96-B service list. Address change requests to the GO 96-B service list should be directed by electronic mail to AdviceTariffManager@sce.com or at (626) 302-2930. For changes to all other service lists, please contact the Commission's Process Office at (415) 703-2021 or by electronic mail at Process_Office@cpuc.ca.gov.

Further, in accordance with Public Utilities Code Section 491, notice to the public is hereby given by filing and keeping the advice filing at SCE's corporate headquarters. To view other SCE advice letters filed with the Commission, log on to SCE's web site at <http://www.sce.com/AboutSCE/Regulatory/adviceletters>.

For questions, please contact James Schichtl at (626) 302-1707 or by electronic mail at James.Schichtl@sce.com.

Southern California Edison Company

Akbar Jazayeri

AJ:js:sq
Enclosure

CALIFORNIA PUBLIC UTILITIES COMMISSION

ADVICE LETTER FILING SUMMARY ENERGY UTILITY

MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No.: Southern California Edison Company (U 338-E)

Utility type:

ELC GAS
 PLC HEAT WATER

Contact Person: James Yee

Phone #: (626) 302-2509

E-mail: James.Yee@sce.com

E-mail Disposition Notice to: AdviceTariffManager@sce.com

EXPLANATION OF UTILITY TYPE

ELC = Electric GAS = Gas
 PLC = Pipeline HEAT = Heat WATER = Water

(Date Filed/ Received Stamp by CPUC)

Advice Letter (AL) #: 2380-E Tier Designation: 3

Subject of AL: Deviation to Standard Generating Facility Interconnection Agreement

Keywords (choose from CPUC listing): Agreements, Rules, Connection, Metering

AL filing type: Monthly Quarterly Annual One-Time Other

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #:

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: _____

Summarize differences between the AL and the prior withdrawn or rejected AL¹: _____

Confidential treatment requested? Yes No

If yes, specification of confidential information:

Confidential information will be made available to appropriate parties who execute a nondisclosure agreement.

Name and contact information to request nondisclosure agreement/access to confidential information:

Resolution Required? Yes No

Requested effective date: 11/1/09 No. of tariff sheets: -3-

Estimated system annual revenue effect: (%): _____

Estimated system average rate effect (%): _____

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected: List of Contracts and Deviations and Table of Contents

Service affected and changes proposed¹: _____

Pending advice letters that revise the same tariff sheets: 2344-E, 2365-E

¹ Discuss in AL if more space is needed.

Protests and all other correspondence regarding this AL are due no later than 20 days after the date of this filing, unless otherwise authorized by the Commission, and shall be sent to:

CPUC, Energy Division
Attention: Tariff Unit
505 Van Ness Ave.,
San Francisco, CA 94102
inj@cpuc.ca.gov and mas@cpuc.ca.gov

Akbar Jazayeri
Vice President of Regulatory Operations
Southern California Edison Company
2244 Walnut Grove Avenue
Rosemead, California 91770
Facsimile: (626) 302-4829
E-mail: AdviceTariffManager@sce.com

Bruce Foster
Senior Vice President, Regulatory Affairs
c/o Karyn Gansecki
Southern California Edison Company
601 Van Ness Avenue, Suite 2040
San Francisco, California 94102
Facsimile: (415) 929-5540
E-mail: Karyn.Gansecki@sce.com

Cal. P.U.C. Sheet No.	Title of Sheet	Cancelling Cal. P.U.C. Sheet No.
Revised 45558-E*	List of Contracts & Deviations List of C&D	Revised 45472-E
Revised 45559-E	Table of Contents	Revised 45430-E
Revised 45560-E	Table of Contents	Revised 45492-E

List of Contracts and Deviations

Sheet 16

(Continued)

LIST OF CONTRACTS AND DEVIATIONS
(Continued)

<u>Name and Location of Customer</u>	<u>Type or Class of Service</u>	<u>Execution</u>	<u>Date of Expiration</u>	<u>Commission Authorization Number</u>	<u>Date</u>	<u>Most Comparable Regular Tariff Schedule No.</u>	<u>Contract Difference</u>
<u>RULES – OTHER (Continued)</u>							
Universal Studios	General	10-15-03		Res. E-38555	11-13-03	Rule 2.H Forms 16-308 And 16-309	Special Added Facilities Agree- ments. Deviation from Forms 16-308 /16-309. Modification of Paragraph 19 & Addition of Paragraphs 20- 23
Vintage Petroleum Ventura County	General	02-09-04	Termination of Service	A.L. 1778-E	03-20-04	Rule 9 A.1	Flat Percentage Rate Transformer/Line Losses
City of Mission Viejo	General	06-25-04	Termination of Service	A.L. 1807-E		Rule 20	Special use of Rule 20 Section A allocations for replacement of overhead with underground electric facilities to initially install electric facilities underground
Bakersfield National Cemetery	General	10-15-09		Res. E-4274	10-15-09	Rules 15/16	Exemption from mandatory advance requirement if funds are obligated
International Transportation Service, Port of Long Beach	General	XX-XX-XX		A.L. 2380-E		Rule 21 Form 14-731	Modifications to Standard Facility Interconnection Agreement to Facilitate Cold Ironing at the Port of Long Beach

(Continued)

(To be inserted by utility)
Advice 2380-E
Decision _____

Issued by
Akbar Jazayeri
Vice President

(To be inserted by Cal. PUC)
Date Filed Sep 9, 2009
Effective Nov 1, 2009
Resolution _____



TABLE OF CONTENTS

Sheet 1

Cal. P.U.C.
 Sheet No.

TITLE PAGE11431-E

TABLE OF CONTENTS - RATE SCHEDULES 45559-46816-46785-46786-46787-46788-45560-E (T)

TABLE OF CONTENTS - LIST OF CONTRACTS AND DEVIATIONS45560-E (T)

TABLE OF CONTENTS - RULES46047-E

TABLE OF CONTENTS - BASELINE REGIONS45888-E

TABLE OF CONTENTS - SAMPLE FORMS46350-46398-45890-46420-46048-46049-E
46050-E

PRELIMINARY STATEMENT:

A. Territory Served22909-E

B. Description of Service22909-E

C. Procedure to Obtain Service22909-E

D. Establishment of Credit and Deposits22909-E

E. General..... 45178-45179-45180-45181-45182-E

F. Symbols37168-E

G. Gross Revenue Sharing Mechanism 26584-26585-26586-26587-27195-27196-27197-E
27198-27199-27200-27201-E

H. Baseline Service 45183-45598-11880-11881-31679-E

I. Advanced Metering Infrastructure Balancing Account 42811-42812-E

J. Palo Verde Balancing Account..... 44942-44943-44944-E

K. Nuclear Decommissioning Adjustment Mechanism 36582-36583-E

L. Purchase Agreement Administrative Costs Balancing Account..... 44041-44042-E

M. Income Tax Component of Contributions 46229-27632-E

N. Memorandum Accounts..... 21344-46512-46538-42035-42036-41775-44428-44429-44947-E
 42840-42841-42842-44948-44949-44950-44951-44952-44953-42849-42850-42851-E
 41717-46513-44297-42855-42856-44341-45252-44955-42860-42861-42862-42863-E
 42864-42921-42922-44956-44957-45185-42870-42871-42872-42873-42874-46539-E
 42876-42877-42878-42879-42880-42881-42882-42883-44958-42885-44959-42887-E
 42888-44960-43367-42891-42892-39861-43806-43889-43890-43891-43892-44029-44133-E
45906-45097-E

O. California Alternate Rates for Energy (CARE) Adjustment Clause
 34705-41902-36472-38847-46565-E

P. Optional Pricing Adjustment Clause (OPAC)..... 27670-27671-27672-27673-27674-E

(Continued)

(To be inserted by utility)
 Advice 2380-E
 Decision _____

Issued by
Akbar Jazayeri
Vice President

(To be inserted by Cal. PUC)
 Date Filed Sep 9, 2009
 Effective Nov 1, 2009
 Resolution _____



TABLE OF CONTENTS

Sheet 7

(Continued)
RATE SCHEDULES
(Continued)

Schedule No.	Title of Sheet	Cal. P.U.C. Sheet No.
	<u>OTHER</u>	
BG-NEM	Experimental Biogas Net Energy Metering 43573-43574-43575-43576-43577-43593-E	43578-43594-E
BSC-IMO	Bundled Service Customer-Interval Meter Ownership..... 45197-25700-25701-E	45198-25702-E
CBP	Capacity Bidding Program... 46774-45198-45199-46775-46079-46776-46081-46777-E	46082-46778-E
CCA-CRS	Community Choice Aggregation Cost Responsibility Surcharge..... 46669-45203-E	46670-45204-E
CCA-INFO	Community Choice Aggregation-Information Fees 37964-37965-37966-37967-46473-E	37968-46474-E
CCA-SF	Community Choice Aggregation Service Fees..... 39981-39982-E	39983-39983-E
CC-DSF	Customer Choice - Discretionary Service Fees..... 44134-44135-44136-44137-E	44138-44138-E
CGDL-CRS	Customer Generation Departing Load – Cost Responsibility Surcharge..... 46670-E	46671-46671-E
CPP	Critical Peak Pricing..... 46778-45812-45813-45814-45815	45816-45816-E
CREST	California Renewable Energy Small Tariff..... 44056-44057-46243-45136	44058-45137-E
DA-CRS	Direct Access – Cost Responsibility Surcharge... 44714-46679-46680-46681-46682-E	46683-46683-E
DAEBSC-CRS	Direct Access Eligible Bundled Service Customers-Cost Responsibility Surcharge..... 42969-46684-42971-42972-E	42973-42973-E
DA-RCSC	Direct Access Revenue Cycle Services Credits..... 40004-41590-44164-44165-E	44166-44166-E
DBP	Demand Bidding Program... 46779-46780-46781-46085-46086-46087-46088-46089-E	46090-46782-E
DL-NBC	Departing Load - Nonbypassable Charges..... 43776-43777-E	43778-43778-E
ESP-DSF	Energy Service Provider - Discretionary Service Fees..... 44148-44149-44150-E	44151-45079-44153-44154-44155-44156-44157-44158-44159-44160-44161-E
ESP-NDSF	Energy Service Provider - Non Discretionary Service Fees..... 40762-40763-E	40764-40764-E
FC-NEM	Fuel Cell Electrical Generating Facility Net Energy Metering &..... 46200-E	46201-46201-E
GMS	Interconnection Agreement..... 43580-46201-43582-43595-43583-43596-43597-E	43598-43598-E
GSN	Generation Municipal Surcharge..... 45080-E	45081-45081-E
NEM	Invest ^{SC} Equipment Service..... 17880-17881-17882-17883-E	17884-17884-E
NMDL	Net Energy Metering 44760-43585-46409-46410-46411-46412-46413-46414-46415-E	46416-E
OBF	New Municipal Departing Load 43778-46685-46686-46687-40316-40313-40317-E	40318-40319-40320-40321-40322-E
OBMC	On-Bill Financing Program..... 41743-41744-E	41745-41745-E
PC-TBS	Optional Binding Mandatory Curtailment..... 43644-46092-46093-E	46094-46094-E
PCT	Procurement Charge Transitional Bundled Service..... 40010-38144-38145-38146-E	38147-38147-E
PVS	Programmable Communicating Thermostat..... 45826-44278-44279-45287-E	45288-45288-E
PVS-2	Experimental Photovoltaic Service..... 19770-19771-E	19772-19772-E
RF-E	On-Grid Photovoltaic Service..... 19518-19519-E	19520-19520-E
S	Surcharge to Fund Public Utilities Commission Reimbursement Fee..... 45828-E	45829-45829-E
SE	Standby..... 46329-46688-45831-45832-45833-45834-45835-45836-E	45837-45837-E
SLRP	Service Establishment Charge..... 4534745838-45839-E	45840-45840-E
TMDL	Scheduled Load Reduction Program..... 45840-46108-46095-46096-46097-46783-E	46099-46100-46101-46102-E
UCLT	Transferred Municipal Departing Load 46689-46690-46691-46692-46693-46694-E	46695-46696-46697-46698-46699-46700-46701-46702-E
VPRC	Utility-Controlled Load Tests..... 39188-E	39189-39189-E
WATER	Voluntary Power Reduction Credit..... 28648-28649-26740-45523-26742-E	26743-26743-E
WI-FI-1	Water Agency Tariff for Eligible Renewables..... 44060-44061-46244-45138	44062-45139-E
WTR	Schedule WI-FI Pilot Wireless Fidelity Rate..... 46703-43036-43037-43038-E	43039-43039-E
	Wireless Technology Rate..... 46704-36767-43040-42523-E	42524-42524-E
	<u>LIST OF CONTRACTS AND DEVIATIONS</u>	
	LIST OF CONTRACTS AND DEVIATIONS..... 31106-31079-41515-41516-28418-45945-24944-E	24945-24945-E
	17894-17895-17896-45211-17898-27171-44610-33545-45558-45571-E	

(T)

(Continued)

(To be inserted by utility)

Advice 2380-E
Decision _____

Issued by

Akbar Jazayeri
Vice President

(To be inserted by Cal. PUC)

Date Filed Sep 9, 2009
Effective Nov 1, 2009
Resolution _____

Attachment B

This Generating Facility Interconnection Agreement ("Agreement") is entered into by and between International Transportation Service (ITS), a California corporation ("Producer") and Southern California Edison Company ("SCE"), a California Corporation. Producer is the operator of the Shore to Ship Power System located on Pier G West Berth G232 in the Port of Long Beach ("STS Power System") that provides an electrical interface between the Southern California Edison Company grid and shipboard electric power systems. Producer and SCE are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for Producer to interconnect through the STS Power System and facilitate the operation of shipboard auxiliary generating equipment in parallel with SCE's Distribution System to serve the electrical loads at the location identified in Section 2.2. This Agreement does not provide for Producer to deliver electric power to SCE's Distribution System, nor does this Agreement constitute an agreement by SCE to provide retail electrical service to Producer. Such arrangements must be made separately between SCE and Producer if required.

The purpose of the STS Power System is to facilitate the shut down of fossil fueled shipboard auxiliary generating equipment during the period of time that a ship is tied up to the wharf at Pier G Wharf G232. Shipboard auxiliary generating equipment will be operated in parallel with the SCE grid for short periods of time when the ship is transitioning to and from shore power. The frequency and duration of the parallel operations are expected to be low (100 times per year, for periods of time less than 5 minutes).

2. SUMMARY AND DESCRIPTION OF THE GENERATING FACILITY

2.1 A description of the shipboard auxiliary generating equipment ("SAGE") is included in Appendix A. Appendix A also contains a description of the STS Power System, including a summary of its significant components and a single-line diagram showing the general arrangement of how the SAGE and the STS Power System are interconnected with SCE's Distribution System. Appendix A is hereby attached to and made a part of this Agreement.

2.2 Name and address used by SCE to locate the Electric Service Account(s) used to interconnect the STS Power System with SCE's Distribution System.

International Transportation Service (ITS)

1281 Pier G Way

Long Beach, CA 90802

2.3 The Interconnection Facility is defined as the STS Power System and SCE's ground detector system and is designed to accommodate a maximum generation capacity of 6000 kVA.

2.4 INTENTIONALLY OMITTED

2.5 INTENTIONALLY OMITTED

2.6 The STS Power System's expected date of Initial Operation for testing purposes is May 29, 2008. Operation of the SAGE at Pier G West Berth G232 facility will start after the STS Power System has been certified for operation by the Port of Long Beach. Certification of the STS Power System is expected to occur on or before 12/31/2008. The expected date of Initial Operation of the SAGE in parallel with the SCE grid shall be within two years of the date of this Agreement.

GENERATING FACILITY INTERCONNECTION AGREEMENT
SOUTHERN CALIFORNIA EDISON COMPANY
(Non-Export) (Cold Iron - Port of Long Beach)

International Transportation Service (ITS)
GFID 2813

2.7 For the purpose of securing certain tariff charge exemptions available under the California Public Utilities Code, Producer hereby declares that the SAGE does not meet the requirements for "Distributed Energy Resource Generation" as such term is used in Section 353.1 of the Public Utilities Code.

3. DOCUMENTS INCLUDED

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

Appendix A - Description of the SAGE and STS Power System and Single-Line Diagram

4. TERM AND TERMINATION

4.1 This Agreement shall become effective as of the last date entered in Section 16 of this Agreement. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

- (a) The Parties agree in writing to terminate the Agreement or,
- (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 the STS Power System is interconnected to SCE's Distribution System is closed or terminated or,
- (c) At 12:01 A.M. on the 61st day after Producer or SCE provides written Notice pursuant to Section 9 of this Agreement to the other Party of Producer's or SCE's intent to terminate this Agreement.

4.2 Producer may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for any reason. SCE may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for one or more of the following reasons:

- (a) A change in applicable tariffs as approved or directed by the Commission or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects SCE's ability or obligation to perform SCE's duties under this Agreement; or,
- (b) Unless otherwise agreed in writing by the Parties, Producer fails to take all corrective actions specified in SCE's Notice that the STS Power System is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
- (c) Producer fails to interconnect and operate the STS Power System per the terms of this Agreement prior to 180 days after the date set forth in Section 2.6 of this Agreement as the STS Power System's expected date of Initial Operation.

(d) INTENTIONALLY OMITTED

4.3 Notwithstanding any other provisions of this Agreement SCE shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.

GENERATING FACILITY INTERCONNECTION AGREEMENT
SOUTHERN CALIFORNIA EDISON COMPANY
(Non-Export) (Cold Iron - Port of Long Beach)

International Transportation Service (ITS)

GFID 2813

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

5. SHIP TO SHORE POWER SYSTEM OPERATION

5.1 Producer is responsible for facilitating the operation of the STS Power System in compliance with all SCE's tariffs, including but not limited to SCE's Rule 21 and any other regulations and laws governing the interconnection of the SAGE.

5.2 INTENTIONALLY OMITTED

5.3 Producer shall regulate the electric power output of the SAGE connected to the STS Power System so as to prevent the flow of electric energy from the STS Power System to SCE's electric system. Unless otherwise agreed upon in writing by the Parties, this Agreement does not provide for, or otherwise require SCE to receive, purchase, transmit, distribute, or store the electrical power produced by the SAGE.

5.4 The STS Power System shall be operated with all of the Producer's Protective Functions as identified in Appendix A in service whenever the STS Power System is operated in parallel with SCE's Distribution System. Any deviation from these requirements may occur only when the Parties have agreed to such deviations in writing.

6. INTERCONNECTION FACILITIES

6.1 Producer and/or SCE, as appropriate, shall provide Interconnection Facilities that adequately protect SCE's Distribution System, personnel, and other persons from damage or injury which may be caused by the operation of the STS Power System or the SAGE.

6.2 Producer shall be solely responsible for the costs, design, purchase, construction, operation, and maintenance of the Interconnection Facilities that Producer owns, leases, or is authorized to use by the Port of Long Beach.

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

7. LIMITATION OF LIABILITY

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

8. INSURANCE

8.1 In connection with Producer's performance of its duties and obligations under this Agreement, Producer shall maintain, during the term of this Agreement, general liability insurance with a combined single limit of not less than two million dollars (\$2,000,000 for each occurrence).

GENERATING FACILITY INTERCONNECTION AGREEMENT
SOUTHERN CALIFORNIA EDISON COMPANY
(Non-Export) (Cold Iron - Port of Long Beach)

International Transportation Service (ITS)
GFID 2813

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

- 8.2 The general liability insurance required in Section 8.1 shall, by endorsement to the policy or policies, (a) include SCE as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that SCE shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide for thirty (30) calendar days' written notice to SCE prior to cancellation, termination, alteration, or material change of such insurance.
- 8.3 INTENTIONALLY OMITTED.
- 8.4 Evidence of the insurance required in Section 8.2 shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by SCE.
- 8.5 Producer agrees to furnish the required certificates and endorsements to SCE prior to Initial Operation. SCE shall have the right to inspect or obtain a copy of the original policy or policies of insurance.
- 8.6 If Producer is self-insured with an established record of self-insurance, Producer may comply with the following in lieu of Sections 8.1 through 8.4:
- (a) Producer shall provide to SCE, at least thirty (30) calendar days prior to the date of Initial Operation of the SAGE that is connected in parallel with the SCE Grid through the STS Power System, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required under Section 8.1.
 - (b) If Producer ceases to self-insure to the level required hereunder, or if Producer is unable to provide continuing evidence of Producer's ability to self-insure, Producer agrees to immediately obtain the coverage required under Section 8.1.
- 8.7 All insurance certificates, statements of self insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to the following:

Southern California Edison Company
Attention: Grid Contracts Manager, Contract Administration &
Billing
2244 Walnut Grove Ave.
P.O. Box 800
Rosemead, CA 91770

9. NOTICES

- 9.1 Any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:

If to SCE: Southern California Edison Company
Attention: Grid Contracts Manager, Contract
Administration & Billing

GENERATING FACILITY INTERCONNECTION AGREEMENT
SOUTHERN CALIFORNIA EDISON COMPANY
(Non-Export) (Cold Iron - Port of Long Beach)

International Transportation Service (ITS)
GFID 2813

2244 Walnut Grove Avenue
P.O. Box 800
Rosemead, CA 91770
Phone: (626) 302-9640

If to Producer: Name: International Transportation Service (ITS)
Attention: MICHAEL J. SHANKS, SVP
Address: 1281 PIER G WAY
City: LONG BEACH, CA 90802
Phone: (562) 590-6806

- 9.2 A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 9.1.
- 9.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.
10. REVIEW OF RECORDS AND DATA
- 10.1 SCE shall have the right to review and obtain copies of Producer's operations and maintenance records, logs, or other information such as, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to the STS Power System (as described in Attachment A) or its interconnection with SCE's Distribution System, to the extent these records are available to Producer.
- 10.2 Producer authorizes SCE to release to the California Energy Commission (CEC) and/or the California Public Utilities Commission (Commission) information regarding the STS Power System, including the Producer's name and location, and the size, location and operational characteristics of the STS Power System (as described in Attachment A), as requested from time to time pursuant to the CEC's or Commission's rules and regulations.
11. ASSIGNMENT
- Producer shall not voluntarily assign its rights nor delegate its duties under this Agreement without SCE's written consent. Any assignment or delegation Producer makes without SCE's written consent shall not be valid. SCE shall not unreasonably withhold its consent to Producer's assignment of this Agreement.
12. NON-WAIVER
- None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.
13. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF SCE'S TARIFF SCHEDULES, DEFINED TERMS
- 13.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State

GENERATING FACILITY INTERCONNECTION AGREEMENT
SOUTHERN CALIFORNIA EDISON COMPANY
(Non-Export) (Cold Iron - Port of Long Beach)

International Transportation Service (ITS)
GFID 2813

of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.

- 13.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.
- 13.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the tariffs applicable to the electric service provided by SCE. Copies of such tariffs are available at SCE's Internet site: www.sce.com or by request to SCE and are incorporated into this Agreement by this reference.
- 13.4 When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement or in SCE's Rule 1 or Rule 21, Section H. If any term is defined in both Rule 1 and Rule 21, the definition in Rule 21 shall prevail.
- 13.5 Notwithstanding any other provisions of this Agreement, SCE shall have the right to unilaterally file with the Commission, an application for change in tariffs, rates, charges, classification, service, or any agreement relating thereto.

14. AMENDMENT AND MODIFICATION

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

###

GENERATING FACILITY INTERCONNECTION AGREEMENT
SOUTHERN CALIFORNIA EDISON COMPANY
(Non-Export) (Cold Iron - Port of Long Beach)

International Transportation Service (ITS)
GFID 2813

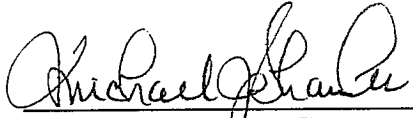
15. ENTIRE AGREEMENT

This Agreement, including any incorporated tariffs, contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated tariffs. This section does not refer to any separate agreement or understanding between SCE and the Port of Long Beach.

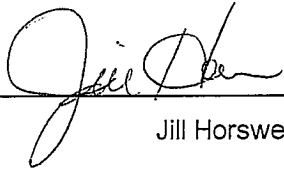
16. SIGNATURES

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

INTERNATIONAL TRANSPORTATION
SERVICE (ITS)

By: 
Name: MICHAEL J. SHANKS
Title: SENIOR VICE PRESIDENT
Date: 6/22/09

SOUTHERN CALIFORNIA
EDISON COMPANY

By: 
Name: Jill Horswell
Title: Director, FERC Compliance, Policy & Contracts
Date: 7/15/09

APPENDIX A

**DESCRIPTION OF THE SHIPBOARD AUXILIARY GENERATING EQUIPMENT AND STS
POWER SYSTEM AND SINGLE-LINE DIAGRAM**

Provided by POLB and SCE

DESCRIPTION OF THE SHIPBOARD AUXILIARY GENERATING EQUIPMENT AND ELECTRIC INTERCONNECTION FACILITIES REQUIRED TO FACILITATE COLD IRONING IN ACCORDANCE WITH THE AGREEMENT

Introduction:

Ships visiting the Port of Long Beach's Pier G Berth 232 wharf will be required to shut down their shipboard auxiliary generation equipment (SAGE) and supply their required shipboard loads from shore based electrical sources (referred to as cold ironing). This requirement will result in the SAGE being operated in parallel with the SCE Electric Distribution System (SCE EDS) for short periods of time as ships transition to and from shore power. This parallel operation is required to facilitate the smooth and safe transition between power sources.

This Appendix A was prepared to address the unique generator interconnection requirements associated with cold ironing vessels at the Port of Long Beach (POLB). The following is a summary of these characteristics.

Generator Data

Because container ships will come and go on a frequent basis, shipboard auxiliary generating equipment that is operated in parallel with the SCE EDS will be transient in nature. As a result, the electrical characteristics of the shipboard auxiliary generating equipment that is interconnecting with SCE EDS will change on a weekly basis and will cover a broad spectrum of sizes and capabilities.

Location of Protective Relay Devices

In a traditional Rule 21 interconnection agreement, the protective relay / isolation devices are installed at the Point of Common Coupling (PCC) between the SCE EDS and the generator interconnection facility. This requirement is not feasible in this type of arrangement because of existing infrastructure, and the multiple connection points on the Pier G wharf that are required to facilitate electric connections to the various ships (design and size variables) that will visit this facility. For this installation, the point of common coupling is the Shore Power Substation (SPS) main 12,000 volt circuit breaker. In this case, the ground detector will trip the main 12 kV circuit breaker, and the other Rule 21 protective devices will be installed on the 6.6 kV circuit breakers that protect the wharf outlets.

Definitions:

Cold Ironing Cold-ironing is defined as the use of shore-supplied electricity for the lights, heating, cooling, machinery, and other needs of an ocean-going vessel while at berth or otherwise electrically connected, as replacement for the vessel's auxiliary generation.

Parallel Operation The period of time when shipboard auxiliary generating equipment is connected to and operated in parallel with the SCE EDS that supplies power to POLB facilities on Pier G. Parallel operation of shipboard auxiliary generation and SCE's EDS will occur when ships transition to and from shore power as needed to meet the POLB Cold Ironing requirements. Parallel Operation shall be permitted provided that STS Power System, SPS, and Protection Equipment Needed to Meet the Requirements of Rule 21 are installed and operated in accordance with Rule 21, the Agreement, and this Appendix A.

GENERATING FACILITY INTERCONNECTION AGREEMENT
SOUTHERN CALIFORNIA EDISON COMPANY
(Non-Export) (Cold Iron - Port of Long Beach)

International Transportation Service (ITS)
GFID 2813

STS Power System A dedicated 6.6 kV Shore To Ship Power System owned and installed by POLB will be used to supply power from SCE to ships berthed at Pier G West, Berth G232 as required to meet the Cold Ironing requirements. The STS Power System consists of the following elements.

- ✓ Dedicated 12 kV, 720 Amp distribution feeder served out of SCE's Pico 66-12 kV substation.
- ✓ Dedicated 12 kV switchgear installed at POLB's SPS
- ✓ 2 – Dedicated 12 kV to 6.6 kV, 7.5 MVA "step-down" transformers.
- ✓ Dedicated 6.6 kV switchgear installed at POLB's SPS
- ✓ Dedicated 6.6 kV feeders to 6 STS Power System receptacles located at the edge of the Pier G, Berth G232 wharf.
- ✓ Dedicated Rule 21 compliant protection system as described on pages 5 and 6 of this Appendix

SPS: Dedicated Shore Power Substation that steps down the SCE supplied service of 12,000 volts to match the standard shipboard voltage of 6600 volts. The substation contains 2 – 7500 kVA 12,000 to 6600 volt transformers, the 12,000 volt main and transformer circuit breakers, the 6,600 volt transformer and wharf outlet circuit breakers. The Rule 21 protective relays required to meet SCE's Rule 21 tariff requirements reside on and control the 12,000 volt main circuit breaker and the 6,600 volt wharf outlet circuit breakers (as described in "Protective Equipment Location").

Proxy Generator: A proxy for the shipboard generation that will be operated in parallel with the SCE EDS. The proxy is required because of the transient nature of shipboard auxiliary generating equipment that will be operated in parallel with the SCE EDS. The Proxy Generator is based generic generator data that covers the expected range of shipboard auxiliary generating equipment that could be operated in parallel with the SCE EDS. .

PCC: The Point of Common Coupling is the point of interconnection with the POLB STS Power System and is located on the line side of the SPS main circuit breaker (Device No. 52-M4).

SCE EDS: The SCE Electric Distribution System refers to the 12,470 volt electric distribution facilities that originate at SCE's Pico Substation.

GDS: Ground Detector System is a dedicated electric protection system installed by SCE to detect a grounded conductor on the SCE EDS and isolate the STS Power System from the SCE EDS. The system consists of 3 solid dielectric transformers, a vacuum disconnect switch, a 59G ground relay and isolation / bypass switch, and associated wire, cable, components, and hardware. The GDS trips the main circuit breaker in the POLB switchgear installed at the point of common coupling. The GDS equipment was installed by SCE for POLB and paid for by the POLB on a one time charge.

SAGE: Fossil-fuel fired shipboard auxiliary generating equipment that is operated when a ship is in port to supply electric power to required shipboard loads. Pursuant to the Agreement, at times the SAGE will be interconnected to and operating in parallel with the SCE EDS.

Description of the SAGE Requirements

SCE worked with the POLB engineering staff to resolve the technical differences between a typical Rule 21 interconnection and an interconnection to facilitate Cold Ironing. Resolution of these issues required the development of a Proxy Generator to address the transitory nature of shipboard auxiliary generating equipment and a technical evaluation to confirm that the protection equipment required under this Agreement was functionally equivalent to a system that was installed at the PCC.

Generator Proxy:

- SCE, in cooperation with the POLB engineering staff, developed generic generator data that will cover the range of generating equipment that could be paralleled with the SCE EDS. Rule 21 requires that Producers (as defined in the tariff) provide SCE with specific data for each generator that will be interconnected to its electric grid in an interconnection application. For purposes of this Agreement, Producer is deemed to have complied with this application requirement through the generic data that was used to develop the Proxy Generator that has been provided by POLB. The Proxy Generator data was used to determine the Rule 21 protection requirements.
- Data provided by the POLB that was used to develop the Generator Proxy
 - Typical Generator Size (during the period of time when operated in parallel with the SCE grid): 3 to 6 MVA
 - Typical Parallel Time (Ship to Shore Power): up to 300 seconds
 - Typical Parallel Time (Shore to Ship Power): up to 300 seconds
 - Shore Power Transformer Size: 7.5 MVA
 - Shore Power Transformer Voltage: 12,000 – 6,600 volts
 - Shore Power Transformer Impedance: nominally in the range of 6% (7.5 MVA Base)
- The Proxy Generator data is based on the largest size generator expected to visit Pier G.
 - Ship Generator Size (MVA): 6 MVA (Based on 200% of current generation of ships claimed generator size.)
 - Ship Generator Voltage: 6,600 Volts
 - Ship Generator Impedance: $X''d = 12\%$ (Lower end of scale for 1800 RPM synchronous generating equipment)
 - Ship Generator Type: Synchronous
 - Ship Generator Prime Mover Type: Fossil-fuel fired Engine
 - Ship to Shore Cable data: Neglect
 - Ship Generator / SCE Parallel Time (to and from shore power): up to 300 seconds. *(Note: The SPS circuit breaker that controls the shore power receptacles on the wharf will need to be closed for up to 300 seconds (time required to parallel and shut down SAGE to facilitate the paralleling of shipboard generation with the SCE EDS. If the SAGE does not meet the minimum power import requirements, the circuit breaker will open. If the SAGE does meet the minimum power import requirements, the circuit breaker will remain closed. The actual amount of time that the shipboard generation will be operated in parallel with the SCE EDS is expected to be significantly less than 300 seconds.)*

International Transportation Service (ITS)
GFID 2813

- Estimated SAGE short circuit duty (SCD) contribution (based on the Proxy Generator data) used to develop protection requirements.
 - Maximum SAGE Short Circuit Duty Contribution (SCD) at the SPS:
Using 6 MVA & 6600 Volt base units:
 $I_{base\ 6\ MVA} = 6\ MVA / (1.732 * 6600) = 524\ amps.$
 $I_{SCD} = V/Z = 1.0\ pu / .12 = 8.33\ pu.$
 $I_{SCD}\ (Amps) = 8.33\ pu \times 524\ Amps / pu = 4367\ Amps$
 $I_{SCD}\ (MVA) = 8.33\ pu \times 6\ MVA / pu = 50\ MVA$
 - Maximum SAGE short circuit duty contribution (SCD) at PCC (SPS main 12,000 volt circuit breaker):
Using 6 MVA & 12,000 Volt base units:
 $Ship\ Generator\ Z_{6\ MVA\ Base} = 12\% = .12\ PU$
 $Shore\ Power\ Transformer\ Impedance\ (Z)_{7.5\ MVA\ Base} = 6.1\% \text{ or } .061\ pu$
 $Shore\ Power\ Transformer\ Z_{6\ MVA\ Base} = .06pu \times (6\ MVA / 7.5\ MVA) = .05\ PU$
 $I_{base\ 10\ MVA} = 6\ MVA / (1.732 * 12,000) = 289\ amps.$
 $I_{SCD} = V/(Z_g + Z_t) = 1.0\ pu / (.12 + .05) = 5.9\ pu.$
 $I_{SCD}\ (Amps) = 5.9\ pu \times 289\ Amps / pu = 1705\ Amps$
 $I_{SCD}\ (MVA) = 5.9\ pu \times 6\ MVA / pu = 35.4\ MVA$

Type of Interconnection Agreement Required.

The duration of the parallel operation required to transition to and from shipboard power and shore power will be significantly longer than the 1 second allowed for "Momentary" system parallels. As a result, SCE and POLB engineering staff agreed to use this Agreement, which is based on SCE's Rule 21 Tariff Option 5 - Generating Facility Interconnection Inadvertent Export Agreement modified to address the unique requirements described above as compliant with Rule 21 for purposes of this application. Option 5 allows long term parallel operation of the shipboard generation with the SCE EDS as long as the interconnection is operated in a primarily "import" mode in which power will be flowing from the SCE EDS to the ship. This option does allow inadvertent power to the SCE EDS for up to 300 seconds.

Protection Equipment Needed to Meet the Requirements 21.

The protective relays required to meet the intent of SCE's Rule 21 requirements (as agreed to by the SCE and POLB staff) shall be:

- Ground Detection System (GDS) for the Incoming SCE 12 kV Feeder Circuit. The Port's Cold Ironing 7.5 MVA transformers are connected Delta on the high voltage (12 kV) winding and grounded Wye on the low voltage (6.6 kV) winding. As a result, a GDS is required on the high voltage side of the transformer to detect ground faults on the SCE EDS 12,470 volt distribution circuit that feeds the SPS (to ensure that the SAGE operating in parallel with the SCE EDS is tripped off-line if a fault occurs on the SCE EDS 12,470 volt distribution circuit supplies power to the SPS).
- Protective Relaying Equipment. A protective relaying system that is functionally equivalent to SCE's standard generating facility interface protection equipment is required for Option 5 - Generating Facility Interconnection Inadvertent Export Agreement. Protective relay requirements include: Ground Detector, Over / Under Voltage Relay (27 / 59), Over / Under Frequency Relay (81 O/U), Directional Power

International Transportation Service (ITS)
GFID 2813

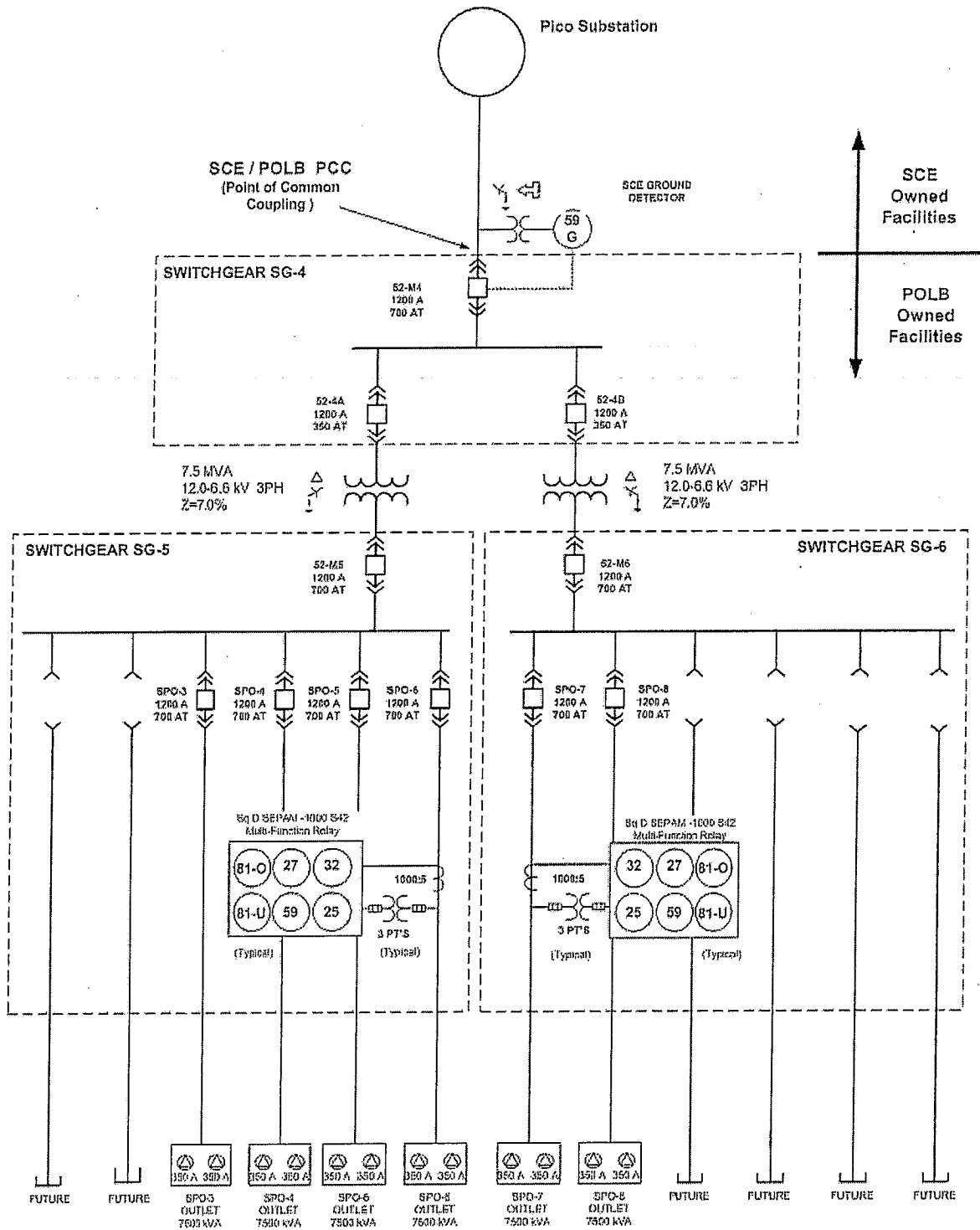
Relay (32), and all required Potential and Current Transformers.
(Note: Ground Detector & Relay will be provided by SCE and will trip Customer Main Breaker [Device 52-M4], Customer Relays, PT's, and CT's will be used to meet , Over / Under Voltage Relay (27 / 59), Over / Under Frequency Relay (81 O/U), Directional Power Relay (32). SCE will provide setting recommendations for these relays.

- Circuit Breaker at the Point of Common Coupling between the POLB and SCE Electric Distribution System. In an attempt to take advantage of the existing STS Power System infrastructure installed at Pier G, seven (7) different circuit breakers will be used to trip the SAGE (when the SAGE is operating in parallel with the SCE EDS) should a fault occur on the SCE EDS. POLB's SPS main circuit breaker (Device 52-M4) will be tripped by the SCE GDS for a phase to ground fault. Other circuit breakers located down stream from the main circuit breaker (Devices SPO-3 through SPO-8) will be tripped for system events that result in operation of under/over voltage, over/under frequency, over current and directional power relay elements. (Note: Devices SPO-3 through SPO-8 supply power to the shore power receptacles that are located on the wharf. In the wharf's current configuration, only one of these circuit breakers can be closed while the SAGE is operating in parallel with the SCE EDS.)
- SCE Service to POLB's STS Power System. SCE service to POLB's STS Power System will be from a dedicated 1.9 mile, 12 kV distribution circuit served out of Pico Substation. POLB's STS Power System will be the only customer on the dedicated line.
- Protective Equipment Location. All of the relays required to meet SCE's Rule 21 requirements are located in the same switchgear building on the Pier G West wharf. While the protective relays do not control the main 12 kV circuit breaker at the PCC as required in Rule 21, they do control the circuit breakers that protect the shore receptacles and have the capability to isolate SAGE for abnormal system operating conditions. Given the close proximity (protective relays located in same building) and functionality of the protective devices the protective relay system installed in STS Power System is deemed to be in compliance with SCE's Rule 21 requirements.

GENERATING FACILITY INTERCONNECTION AGREEMENT
 SOUTHERN CALIFORNIA EDISON COMPANY
 (Non-Export) (Cold Iron - Port of Long Beach)

International Transportation Service (ITS)
 GFID 2813

Proposed
POLB Cold Ironing Rule 21 Protection



Southern California Edison

AMENDMENT NO. 1

To The

Generating Facility Interconnection Agreement

Between

SOUTHERN CALIFORNIA EDISON COMPANY

And

INTERNATIONAL TRANSPORTATION SERVICE

GFID #2813

This Amendment No. 1 ("Amendment No. 1") to the Agreement (as that term is defined below) is entered into between Southern California Edison Company, a California corporation ("SCE"), and International Transportation Service, a California corporation ("ITS"). SCE and ITS are hereinafter sometimes referred to individually as a "Party" and jointly as the "Parties." Capitalized terms used and not otherwise defined in this Amendment No. 1 shall have the meanings ascribed to such terms in the Agreement (as that term is defined below).

RECITALS

The Parties enter into this Amendment No. 1 with reference to the following facts:

- A. SCE and ITS are Parties to that certain Generating Facility Interconnection Agreement (Non-Export) (Cold Iron – Port of Long Beach), dated as of July 15, 2009 ("Agreement"), under which, among other things, ITS may connect through the shore to ship power system located at the Port of Long Beach and facilitate the operation of shipboard auxiliary generating equipment in parallel with SCE's distribution system.
- B. The Parties wish to correct an error at page 12 of Attachment B to the Agreement, under the heading, "Description of the SAGE Requirements," subheading "Type of Interconnection Agreement Required," as set forth herein.

Southern California Edison

GFID #2813

AGREEMENT

In consideration of the promises, mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, as set forth herein, the Parties agree to amend the Agreement as follows:

1. AMENDMENT

- (a) The paragraph contained at page 12 of Attachment B, under the heading, "Description of the SAGE Requirements," subheading "Type of Interconnection Agreement Required," is hereby deleted in its entirety and replaced with the following:

SCE and POLB engineering staff agreed to use this Agreement, which is based on SCE's Form 14-731, Generating Facility Interconnection Agreement (Non-Export), modified to address the unique requirements described above as compliant with Rule 21 for purposes of this application. Inadvertent power exported to the SCE EDS does not constitute a violation of this Agreement.

- (b) The first sentence of the second bulleted item contained on page 12 of Attachment B, under the heading "Description of the SAGE Requirements," subheading "Protective Equipment Needed to Meet the Requirements of 21," is hereby deleted in its entirety and replaced with the following:

A protective relaying system that is functionally equivalent to SCE's standard generating facility interface protection equipment is required.

2. MISCELLANEOUS

- (a) Legal Effect. Except as expressly modified as set forth herein, the Agreement remains unchanged and, as so modified, the Agreement shall remain in full force and effect.
- (b) Governing Law. THIS AMENDMENT NO. 1 SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA WITHOUT REGARD TO ANY CONFLICT OF LAWS PROVISIONS THEREOF.
- (c) Successors and Assigns. This Amendment No. 1 shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- (d) Authorized Signatures; Notices. Each Party represents and warrants that the person who signs below on behalf of that Party has authority to execute this Amendment No. 1 on behalf of such Party and to bind such Party to this

The contents of this document are subject to restrictions on disclosure as set forth in the Agreement.

Amendment No 1 to Generating Facility Interconnection Agreement

Southern California Edison

GFID #2813

Amendment No. 1. Any written notice required to be given under the terms of this Amendment No. 1 shall be given in accordance with the terms of the Agreement.

- (e) Effective Date. This Amendment No. 1 shall be deemed effective as of the date upon which the last Party executes this Amendment No. 1.
- (f) Further Amendment and Modification. This Amendment No. 1 shall not be amended, changed, modified, abrogated or superseded by a subsequent agreement unless such subsequent agreement is in the form of a written instrument signed by the Parties. SCE shall determine in its sole discretion whether prior approval of the California Public Utilities Commission is required for such amendments and/or modifications.
- (a) Counterparts; Electronic Signatures. This Amendment No. 1 may be executed in one or more counterparts, each of which will be deemed to be an original of this Amendment No. 1 and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Amendment No. 1 and of signature pages by facsimile transmission, Portable Document Format (i.e., PDF), or by other electronic means shall constitute effective execution and delivery of this Amendment No. 1 as to the Parties and may be used in lieu of the original Amendment No. 1 for all purposes.

[Remainder of Page Left Intentionally Blank.]

The contents of this document are subject to restrictions on disclosure as set forth in the Agreement.

Amendment No 1 to Generating Facility Interconnection Agreement

Southern California Edison

GFID #2813

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 1 to be executed by their duly authorized representatives on the dates indicated below their respective signatures.

International Transportation Service, a California Corporation.	SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation.
By: Name: Title: Date: _____	By: Name: Jill Horswell Title: Director, FERC Compliance, Policy & Contracts Date: _____

The contents of this document are subject to restrictions on disclosure as set forth in the Agreement.

Amendment No 1 to Generating Facility Interconnection Agreement



An EDISON INTERNATIONAL Company

Lisa Vellanoweth
Manager of Tariffs

November 12, 2009

California Public Utilities Commission
505 Van Ness Avenue, Room 4005
San Francisco, CA 94102

Attn: Honesto Gatchalian
Energy Division

Re: Substitute Sheets for Advice 2380-E

Dear Mr. Gatchalian:

Enclosed are an original and four copies of page 3 of Advice 2380-E, Attachment A, Substitute Sheet Number 45558-E*, and an Amendment to Attachment B for Advice 2380-E. Substitute sheets are necessary to correct a reference on page 3 of Advice 2380-E to state that **Part 3.B. Option 1** rather than **Option 5** is the interconnection agreement modified to support cold-ironing at the Port of Long Beach (POLB). In addition, this reference has been corrected with an Amendment to Appendix A of the Generating Facility Interconnection Agreement, which is included in Advice 2380-E as Attachment B.

Substitute Sheet No. 45558-E* is necessary to provide clarifying language regarding the POLB's Rule 21 deviation requested in Advice 2380-E. In addition, the sheet was updated with information that was recently approved in Advice 2365-E.

Please include the enclosed sheets in your master Advice 2380-E. If you have any questions, please contact Lisa Foulds at (626) 302-2010.

Sincerely,

Lisa Vellanoweth

Enclosures
2380-Esub.doc

* Denotes a filed substitute sheet.



James W. Yee
Supervisor of Advice Letters
James.Yee@sce.com

May 12, 2010

California Public Utilities Commission
505 Van Ness Avenue, 4th Floor
San Francisco, CA 94102

Attn: Honesto Gatchalian
Energy Division

Re: Substitute Sheets for Southern California Edison
Company's Advice 2380-E

Dear Mr. Gatchalian:

Enclosed are the original and four copies of substitute sheets for Southern California Edison Company's (SCE) Advice 2380-E, Deviation to Standard Generating Facility Interconnection Agreement.

Pursuant to discussions with Energy Division staff, Amendment No. 1 to Appendix A of the Generating Facility Interconnection Agreement (Attachment B in Advice 2380-E) is replaced with the signed copy provided herein. In addition, the first paragraph of the "Generating Facility Interconnection Agreement" section on Page 3 of Advice 2380-E is modified consistent with the revised Amendment No. 1.

Please include these substitute sheets in your master file for Advice 2380-E and distribute the copies to the appropriate people reviewing Advice 2380-E.

Should you have any questions, please contact me at (626) 302-2509.

Sincerely,

James W. Yee

JWY:sq
Enclosures

cc: Don Lafrenz, Energy Division
Werner Blumer, Energy Division
Maria Salinas, Energy Division
Parties on SCE's GO 96-B service list