

PUBLIC UTILITIES COMMISSION

SAN FRANCISCO, CA 94102-3298



February 12, 2010

Advice Letters 2419-E and 2419-E-A

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

**Subject: Modification of WATER and CREST Tariffs and Contracts
for Purchase of Eligible Renewable Generation from Small
Renewable Generators to Reflect the 2009 Market Price
Referent and Supplemental Filing**

Dear Mr. Jazayeri:

Advice Letters 2419-E and 2419-E-A are effective January 1, 2010.

Sincerely,

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

Julie A. Fitch, Director
Energy Division

January 20, 2010

ADVICE 2419-E-A
(U 338-E)

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA
ENERGY DIVISION

SUBJECT: Modification of WATER and CREST Contracts for Purchase of
Eligible Renewable Generation From Small Renewable
Generators to Reflect the 2009 Market Price Referent

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

In order to more fully comply with Decision (D.)07-07-027 and Resolution E-4137, SCE proposes herein to supplement, in part, Advice 2419-E to include the Market Price Referent (MPR) table in the standard form contracts used in conjunction with Schedule WATER – Water Agency Tariff for Eligible Renewables and Schedule CREST – California Renewable Energy Small Tariff.

BACKGROUND

On December 17, 2009, California Public Utilities Commission (Commission) issued Resolution E-4298 to formally adopt the 2009 MPR values for use in 2009 Renewables Portfolio Standard (RPS) solicitations. The adopted MPR values are used in tariffs for the purchase of RPS-eligible energy from facilities that meet certain conditions. Pursuant to D.07-07-027, the MPR serves as the basis for pricing in the CREST and WATER contracts.

In Advice 2419-E,¹ SCE proposed to revise Schedule WATER and Schedule CREST to incorporate the 2009 MPR and the 2009 Time-of-Delivery (TOD) factors approved in Resolution E-4298.

PROPOSED TARIFF CHANGES

SCE proposes to supplement, in part, Advice 2419-E to incorporate the 2009 MPR table in Section 6.2 of the standard contracts used in conjunction with the CREST and WATER tariffs. Section 6.2 is also revised to clarify the Commission-adopted MPR table applicable at the time SCE enters into a CREST or WATER agreement with a participating customer.

No cost information is required for this advice filing.

This advice filing will not cause the withdrawal of service, impose a more restrictive condition, or conflict with any other schedule or rule.

TIER DESIGNATION

Pursuant to D.07-01-024, Energy Industry Rule 5.1(1), this advice letter is submitted with a Tier 1 designation.

EFFECTIVE DATE

D.07-07-027 allows a tariff update reflecting revised MPR to become effective upon filing. Because the revised MPR proposed herein apply to contracts for generation commencing in 2010, SCE requests that the revised tariffs and contracts included herein become effective on January 1, 2010.

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 20 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).

¹ Filed December 22, 2009.

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 General Order No. (GO) 96-B, SCE is serving copies of this advice filing to the interested parties shown on the attached GO 96-B, R.08-08-009, and R.06-02-012 service lists. Address change requests to the GO 96-B service list should be directed by electronic mail to AdviceTariffManager@sce.com or at (626) 302-4039. 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 Jim Schichtl at (626) 302-1707 or by electronic mail at James.Schichtl@sce.com.

Southern California Edison Company

Akbar Jazayeri

AJ:js:jm
Enclosures

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) #: 2419-E-A

Tier Designation: 1

Subject of AL: Modification of WATER and CREST Contracts for Purchase of Eligible Renewable Generation From Small Renewable Generators to Reflect the 2009 Market Price Referent

Keywords (choose from CPUC listing): Compliance

AL filing type: Monthly Quarterly Annual One-Time Other

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

E-4298

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: 1/1/10

No. of tariff sheets: -7-

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: Form 14-733, Form 14-734, Form 14-785, Form 14-786, and Table of Contents

Service affected and changes proposed¹: _____

Pending advice letters that revise the same tariff sheets: _____

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) 673-1116
E-mail: Karyn.Gansecki@sce.com

Cal. P.U.C. Sheet No.	Title of Sheet	Cancelling Cal. P.U.C. Sheet No.
Revised 46374-E	Form 14-733	Revised 45139-E
Revised 46375-E	Form 14-734	Revised 45140-E
Revised 46376-E	Form 14-785	Revised 45141-E
Revised 46377-E	Form 14-786	Revised 45142-E
Revised 46378-E	Table of Contents	Revised 46332-E
Revised 46379-E	Table of Contents	Revised 45896-E
Revised 46380-E	Table of Contents	Revised 46232-E



Southern California Edison
Rosemead, California (U 338-E)

Revised Cal. PUC Sheet No. 46374-E
Cancelling Revised Cal. PUC Sheet No. 45139-E

Sheet 1

RENEWABLE AND ALTERNATIVE POWER
PUBLIC WATER AND WASTEWATER AGENCY AGREEMENT

FORM 14-733

(To be inserted by utility)

Advice 2419-E-A

Decision _____

1H9

Issued by

Akbar Jazayeri

Vice President

(To be inserted by Cal. PUC)

Date Filed Jan 20, 2010

Effective Jan 1, 2010

Resolution E-4298

This Power Purchase Agreement ("Agreement") is entered into by and between:

Producer's Name _____ ("Producer"), a
(form of entity & state of registration) _____ *(Please verify*
corporate name and indicate state of incorporation) a Public Water or Wastewater Agency, and

Southern California Edison Company ("SCE"), a California corporation.

Producer and SCE are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." All capitalized terms set forth herein shall have the meanings ascribed to them in Section 14.5.

1. RECITALS.

1.1 This Agreement provides for Producer to Interconnect and Operate a Renewable Generating Facility in parallel with SCE's Distribution System. This Agreement requires the Producer to be a retail customer and to obtain retail electrical service from SCE to serve all the electrical loads, net of any other Non-renewable Generating Facility, except as otherwise permitted under SCE's Tariffs, at the Premises identified in Appendix A. This Agreement also provides for Producer to sell energy, net of Station Use, produced by the Renewable Generating Facility directly to SCE provided the Renewable Generating Facility satisfies the Eligible Renewable Resource Facility Requirements as set forth in Appendix C, or the Small Power Producer Qualifying Facility Requirements and the Eligible Renewable Resource Facility Requirements set forth in Appendix D. This Agreement does not constitute an agreement by SCE to provide retail electrical service to Producer. Such arrangements must be made separately between SCE and Producer.

1.2 In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

2. SUMMARY AND DESCRIPTION OF RENEWABLE GENERATING FACILITY

2.1 A description of the Renewable Generating Facility, including a summary of its significant components, a drawing showing the general arrangement of the Producer's Renewable Generating Facility, and a single-line diagram illustrating the Interconnection of the Renewable Generating Facility and loads with SCE's Distribution System, is attached hereto and incorporated herein as Appendix A.

2.2 Name and address used by SCE to locate the electric Service Account(s) and Premises used to Interconnect the Renewable Generating Facility with SCE's Distribution System:

Service Account (if known)

1

EC Use Only

--	--	--

Account No.

ID No.

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PRODUCER NAME
ID Number**

- 2.3 The Gross Power Rating of the Renewable Generating Facility is kW.
- (a) This Gross Power Rating is based on: **(check one)**
- generator nameplate; or **(insert for solar: inverter rating)**
- prime mover nameplate; or **(insert for solar: solar array rating)**
- renewable fuel availability.
- 2.4 The Net Power Rating of the Renewable Generating Facility is kW.
(This value may not exceed 1,500 kW.)
- 2.5 The maximum (instantaneous) level of power that may be exported through the Point of Common Coupling by the Renewable Generating Facility to SCE's Distribution System is kW.
Please supply estimate!
- 2.6 The annual energy production of the Renewable Generating Facility, net of Station Use, measured by the NGOM is expected to be kWh. **Please supply estimate!**
- 2.7 The annual energy exported through the Point of Common Coupling from the Producer's Premises identified in Appendix A beyond Producer's use is expected to be kWh. **Please supply estimate!**
- 2.8 The Renewable Generating Facility's expected date of Initial Operation is .
The actual date of Initial Operation shall be within 18 months of the last date entered in Section 17 of this Agreement.
- 2.9 Producer hereby represents and warrants that the Renewable Generating Facility:
- Please check all that apply.**
- (a) **Does** meet with the requirements for "Eligible Renewable Resource" as such term is used in Section 399.11 et seq. of the California Public Utilities Code.
- (b) **Does** meet with both the requirements for "Cogeneration" as such term is used in Section 216.6 of the California Public Utilities Code and with the requirements for "Eligible Renewable Resource" as such term is used in Section 399.11 et seq. of the California Public Utilities Code.
- (c) **Does** meet with both the requirements for a Small Power Producer Qualifying Facility pursuant to the regulations of the Federal Energy Regulatory Commission (18 Code of Federal Regulations Part 292, Section 292.203 et seq.) implementing the Public Utility Regulatory Policies Act of 1978 as Amended by the Energy Policy Act of 2005 and with the requirements for "Eligible Renewable Resource" as such term is used in Section 399.11 et seq. of the California Public Utilities Code.

3. DOCUMENTS INCLUDED; DEFINED TERMS

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

- Appendix A - Description of Renewable Generating Facility and Single-Line Diagram (Supplied by Producer)
- Appendix B - A copy of Interconnection Facilities Financing and Ownership Agreement, if applicable (Supplied by SCE)

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ID Number**

- Appendix C - Producer's warranty that the Renewable Generating Facility meets with the requirements for "Eligible Renewable Resource" as defined in Section 399.11 et seq. of the California Public Utilities Code, if applicable.
- Appendix D - Producer's warranty that the Renewable Generating Facility, prior to January 1, 2002 met and continues to meet with the requirements for both a Small Power Producer Qualifying Facility pursuant to the regulations of the Federal Energy Regulatory Commission (18 Code of Federal Regulations Part 292, Section 292.203 et seq.) implementing the Public Utility Regulatory Policies Act of 1978 as Amended by the Energy Policy Act of 2005 and "Eligible Renewable Resource" as defined in Section 399.11 et seq. of the California Public Utilities Code, if applicable.
- Appendix E - Forecast Requirements for Generating Facilities that have a Net Power Rating greater or equal to 500 kW
- Appendix F - Definitions
- Appendix G - TOU Periods and Energy Allocation Factors
- Appendix H - Summary of Dates, Term and Product Price for this Agreement

4. TERM AND TERMINATION

- 4.1 This Agreement shall become effective on the Effective Date. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:
 - (a) A termination date agreed to in writing by the Parties.
 - (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 Producer's Renewable Generating Facility is interconnected to SCE's Distribution System is closed or terminated.
 - (c) At 12:01 A.M. on the day following the completion of: **(check one)**
 10 / 15 / 20 Term Years from Initial Operation per Section 2.8.
- 4.2 SCE may elect to terminate this Agreement at 12:01 A.M. on the 61st day after SCE provides written Notice pursuant to Section 10 of this Agreement to the Producer of SCE's intent to terminate this Agreement 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, any of which materially alters or otherwise materially affects SCE's ability or obligation to perform SCE's duties under this Agreement;
 - (b) Producer fails to remain a Public Water or Wastewater Agency;
 - (c) Producer fails to take all corrective actions specified in any SCE Notice, within the time frame set forth in such Notice, that Producer's Renewable Generating Facility is out of compliance with the terms of this Agreement;
 - (d) Producer fails to Interconnect and Operate a generator within the Renewable Generating Facility, in accordance with the terms and conditions set forth in this Agreement, within one hundred and twenty (120) days after SCE delivers electric energy for Station Use; or

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- (e) SCE shall deem the Renewable Generating Facility to be abandoned if SCE provides a Notice to Producer advising Producer of SCE's determination, in its reasonable discretion, that the Renewable Generating Facility is non-operational for any of the following reasons:
- (1) Producer abandons the Renewable Generating Facility;
 - (2) Output from the Renewable Generating Facility ceases for 12 consecutive months;
or
 - (3) Producer fails to achieve Initial Operation within 18 months of the Effective Date;
and

Producer does not provide a substantive response to such Notice affirming Producer's intent and ability to continue to Operate the Renewable Generating Facility within 15 days of such Notice.

- 4.3 Any agreements attached hereto and incorporated herein shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

5. RENEWABLE GENERATING FACILITY OPERATION

- 5.1 Producer is responsible for Operating the Renewable Generating Facility in compliance with all of SCE Tariffs, including but not limited to Rule 21, and any other regulations and laws governing the Interconnection of the Renewable Generating Facility.
- 5.2 The Renewable Generating Facility Net Power Rating shall be less than or equal to 1,500 kW.
- 5.3 Producer shall not deliver reactive power to SCE's Distribution System unless the Parties have otherwise agreed in writing.
- 5.4 The Renewable Generating Facility shall be Operated with all of Producer's Protective Functions in service and in accordance with Prudent Electrical Practices whenever the Renewable Generating Facility 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.
- 5.5 For a Renewable Generating Facility having a Net Power Rating equal to or greater than 500 kW, the Parties shall comply with the forecasting provisions of Appendix E.
- 5.6 SCE shall have ingress and egress to examine the Site and Generating Facility for purposes connected with this Agreement.

6. BILLING AND PAYMENT

- 6.1 The amount of energy purchased under this Agreement shall be determined by electrical meters and equipment owned, Operated, and maintained by SCE.
- 6.2 The Product Price, as set forth in Section 3 of Appendix H, shall equal the Market Price Referent ("MPR") most recently determined by the Commission prior to the Effective Date, using the project on-line year in which the date of actual Initial Operation occurs as described in Appendix H, and the Term as elected in Section 4.1(c). (T)
|
(T)

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Adopted 2009 Market Price Referents

(Nominal - dollars/kWh)

Resource Type	10-Year	15-Year	20-Year	25-Year	(N)
2010 Baseload MPR	0.08448	0.09066	0.09674	0.10020	
2011 Baseload MPR	0.08843	0.09465	0.10098	0.10442	
2012 Baseload MPR	0.09208	0.09852	0.10507	0.10852	
2013 Baseload MPR	0.09543	0.10223	0.10898	0.11245	
2014 Baseload MPR	0.09872	0.10593	0.11286	0.11636	
2015 Baseload MPR	0.10168	0.10944	0.11647	0.12002	
2016 Baseload MPR	0.10488	0.11313	0.12020	0.12378	
2017 Baseload MPR	0.10834	0.11695	0.12404	0.12766	
2018 Baseload MPR	0.11204	0.12090	0.12800	0.13165	
2019 Baseload MPR	0.11598	0.12499	0.13209	0.13575	
2020 Baseload MPR	0.12018	0.12922	0.13630	0.13994	
2021 Baseload MPR	0.12465	0.13359	0.14064	0.14424	(N)

6.3 Producer agrees to sell all electric energy produced by the Renewable Generating Facility as specified herein in Section 6.4 below together with all Green Attributes, Capacity Attributes and Resource Adequacy Benefits (collectively, the "Attributes") to SCE. (L)

6.4 SCE shall pay Producer for all Attributes and all electrical energy, net of Station Use, measured by the Net Generation Output Meter ("NGOM") as defined in SCE's Rule 21 and located as shown on the Single-Line Diagram of Appendix A. (L)

6.5 For the purpose of calculating monthly payments, the amount measured by the NGOM shall be time-differentiated according to the time period and season of the receipt of Product by SCE from Producer ("TOU Periods") and the pricing shall be weighted by the Energy Allocation Factors set forth in Appendix G.

As set forth in Appendix G, TOU Periods for the winter season shall be mid-peak, off-peak and super off-peak and TOU Periods for the summer season shall be on-peak, mid-peak and off-peak.

The monthly payment shall equal the sum of the monthly TOU Period payments for all TOU Periods in the month. Each monthly TOU Period payment shall be calculated pursuant to the following formula, where "n" is the TOU Period being calculated:

$$\text{TOU PERIOD}_n \text{ PAYMENT} = A \times B \times C$$

Where:

A = Product Price specified in Appendix H in \$/kWh.

B = Energy Allocation Factor, set forth in Appendix G, for the TOU Period being calculated.

C = The sum of energy recorded by the NGOM in all hours for the TOU Period being calculated in kWh.

6.6 SCE shall adjust the energy and demand amounts recorded by the SCE billing meter at the Point of Common Coupling, as defined in SCE's Rule 21, to reflect the net generation output amounts measured by the NGOM for purposes of billing the Producer in accordance with SCE's applicable Tariff rate schedule(s).

6.7 SCE shall determine the amount of energy received by SCE pursuant to this Agreement for each monthly period and provide a statement to Producer approximately thirty (30) days after each monthly meter reading date.

6.8 SCE shall not be obligated to issue a payment to Producer until the amount due for the energy received pursuant to this Agreement exceeds one thousand dollars (\$1000), except that SCE shall pay all amounts due to Producer pursuant to this Agreement at least once per calendar year no later than 30 days after the end of the calendar year.

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- 6.9 Unless otherwise agreed in writing by the Parties, any payment due for Product received under this Agreement shall be satisfied by SCE issuing a check to Producer. Alternatively, SCE reserves the right, but shall not be obligated to apply any amount owed to Producer toward any amounts due to SCE from Producer for any charges incurred under this Agreement or for past due bills for electric service or for SCE services.
- 6.10 In the event adjustments to SCE's payments are required as a result of inaccurate metering equipment, SCE shall determine the correct amount of energy received under this Agreement during the period of inaccuracy and recompute the amount due to or from Producer. Any refund due and payable to SCE or due by SCE to Producer resulting from inaccurate metering shall be made within thirty (30) calendar days of SCE's Notice to Producer by SCE of the amount due.
- 6.11 Monthly charges, if any, associated with Interconnection Facilities shall be billed and paid pursuant to the applicable Interconnection Facilities Financing and Ownership Agreement in Appendix B and monthly charges, if any, associated with electric service provided by SCE shall be billed and paid pursuant to the applicable Tariffs filed by SCE with the Commission.

7. INTERCONNECTION FACILITIES

- 7.1 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 Producer's Renewable Generating Facility.
- 7.2 Producer shall be solely responsible for the costs, design, purchase, construction, Operation, and maintenance of the Interconnection Facilities that Producer owns.
- 7.3 If the provisions of SCE's Rule 21, or any other Tariff approved by the Commission, require SCE to own and operate a portion of the Interconnection Facilities, Producer and SCE shall promptly execute an Interconnection Facilities Financing and Ownership 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.

8. 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.

9. INSURANCE

- 9.1 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:
- (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Power Rating of Producer's Renewable Generating Facility is greater than one hundred (100) kW;
 - (b) One million dollars (\$1,000,000) for each occurrence if the Gross Power Rating of Producer's Renewable Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; and
 - (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Power Rating of Producer's Renewable Generating Facility is twenty (20) kW or less.
 - (d) Two hundred thousand dollars (\$200,000) for each occurrence if the Gross Power Rating of Producer's Renewable Generating Facility is ten (10) kW or less and Producer's Renewable Generating Facility is connected to an account receiving residential service from SCE.

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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."

- 9.2 The general liability insurance required in Section 9.1 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.
- 9.3 If Producer's Renewable Generating Facility is connected to an account receiving residential service from SCE and the requirement of Section 9.2(a) prevents Producer from obtaining the insurance required in Section 9.1, then upon Producer's written Notice to SCE in accordance with Section 10.1, the requirements of Section 9.2(a) shall be waived.
- 9.4 Evidence of the insurance required in Section 9.2 shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by SCE.
- 9.5 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.
- 9.6 If Producer is self-insured with an established record of self-insurance, Producer may comply with the following in lieu of Sections 9.1 through 9.4:
- (a) Producer shall provide to SCE, at least thirty (30) calendar days prior to the date of Initial Operation, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required under Section 9.1.
 - (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 9.1.
- 9.7 All insurance certificates, statements of self insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued, clearly labeled with agreement ID number and submitted to the following:

Southern California Edison Company
Attention: Vice President, Renewable & Alternative Power
Address: 2244 Walnut Grove Avenue
P.O.: Box: 800
City: Rosemead, CA 91770

10. NOTICES

- 10.1 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: Vice President, Renewable & Alternative Power
Address: 2244 Walnut Grove Avenue
P.O: Box 800
City: Rosemead, CA 91770
Phone: (626) 302-1212
FAX: (626) 302-9622

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PRODUCER NAME
ID Number**

If to Producer: Producer Name: _____
 Address: _____
 City: _____
 Phone: () _____
 FAX: () _____

- 10.2 A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 10.1.
- 10.3 All Notices must reference the agreement ID number set forth on the first page of this Agreement.
- 10.4 Notices (other than forecasts and schedules) shall, unless otherwise specified herein, be in writing and may be delivered in person, United States mail or overnight courier service.
- 10.5 Notice by hand delivery shall be effective at the close of business on the day actually received, if received during business hours on a Business Day, and otherwise shall be effective at the close of business on the next Business Day, unless a different date for the Notice to go into effect is stated in another section of this Agreement.
- 10.6 Notice by overnight United States mail or courier shall be effective on the next Business Day after it was sent.
- 10.7 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 Notice provided in accordance herewith.

11. REVIEW OF RECORDS AND DATA

- 11.1 SCE shall have the right to review and obtain copies of Producer's operations and maintenance records, logs, or other information such as, but not limited to, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Producer's Renewable Generating Facility or its Interconnection with SCE's Distribution System.
- 11.2 Producer authorizes SCE to release to the CEC and/or the Commission information regarding the Renewable Generating Facility, including the Producer's name and location, and the size, location and operational characteristics of the Renewable Generating Facility, the Term, the ERR type, the Initial Operation Date and the Net Power Rating of the Renewable Generating Facility, as requested from time to time pursuant to the CEC's or Commission's rules and regulations.

12. ASSIGNMENT

Producer shall not voluntarily assign its rights nor delegate its duties under this Agreement without SCE's prior 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.

13. 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.

14. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF SCE's TARIFF RATE SCHEDULES, DEFINED TERMS

- 14.1 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 of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction. Each Party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this Agreement.

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- 14.2 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.
- 14.3 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 www.sce.com or by request to SCE and are incorporated by reference into this Agreement.
- 14.3 Notwithstanding any other provisions of this Agreement, SCE shall have the right to unilaterally file with the Commission an application for change in rates, charges, classification, service, Tariffs or any agreement relating thereto; pursuant to the Commission's rules and regulations.
- 14.5 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, Appendix F; in SCE's Rule 1 or Rule 21, Section H; or SCE's Schedule WATER. If any term is defined in both Rule 1 and Rule 21, the definition in Rule 21 shall prevail. If any term is defined in both Schedule WATER and this Agreement, the definition in Schedule WATER shall prevail.

15. **AMENDMENTS AND MODIFICATION**

This Agreement can only be amended or modified by a written agreement signed by both Parties.

16. **ENTIRE AGREEMENT**

This Agreement, including any incorporated Tariffs and Rules, 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 and Rules.

17. **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 ("Effective Date") as of the last date set forth below.

PRODUCER'S NAME

SOUTHERN CALIFORNIA
EDISON COMPANY

By:

By:

Name:

Name:

Title:

Title:

Vice President of Renewable &
Alternative Power

Date:

Date:

APPENDIX A

**DESCRIPTION OF RENEWABLE AND NON-RENEWABLE GENERATING FACILITY
AND SINGLE-LINE DIAGRAM
(Provided by Producer)**

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**APPENDIX B
(If Applicable)**

INTERCONNECTION FACILITIES FINANCING AND OWNERSHIP AGREEMENT

(Provided by SCE)

APPENDIX C
(Generating Facilities in service after January 1, 2002)

**PRODUCER'S WARRANTY THAT THE RENEWABLE GENERATING FACILITY
IS AND WILL CONTINUE TO BE AN
"ELIGIBLE RENEWABLE RESOURCE" PURSUANT TO SECTION 399.11 et seq. OF THE
CALIFORNIA PUBLIC UTILITIES CODE AND THAT THE OUTPUT WILL COMPLY WITH THE
CALIFORNIA RENEWABLE PORTFOLIO STANDARDS ("ERR/RPS Warranty")**

For the purpose of selling power produced by the Generating Facility pursuant to Assembly Bill 1969, under Section 399.20 et seq. of the California Public Utilities Code, Producer hereby declares that the Renewable Generating Facility complies with the requirements for "Eligible Renewable Resource" as such term is used in Section 399.11 et seq. of the California Public Utilities Code ("ERR Requirements") and that the output from the Generating Facility complies with the requirements of the California Renewables Portfolio Standards ("RPS Requirements").

Producer warrants that, beginning on the date of Initial Operation and continuing throughout the Term of this Agreement, its Renewable Generating Facility shall continue to comply with the ERR Requirements and RPS Requirements. If Producer becomes aware that the Renewable Generating Facility or its output has ceased to comply with the ERR Requirements or RPS Requirements, Producer shall promptly provide SCE with Notice of such change pursuant to Section 10 of the Agreement. If at any time during the Term of this Agreement SCE determines in its reasonable discretion that Producer's Renewable Generating Facility may no longer comply with the ERR Requirements or RPS Requirements, SCE may require Producer to provide evidence that the Renewable Generating Facility continues to comply with the ERR Requirements and RPS Requirements within 15 business days of SCE's Notice requesting such evidence. Additionally, SCE may periodically (typically, once per year) inspect Producer's Renewable Generating Facility and/or require documentation from Producer to monitor the Renewable Generating Facility's compliance with the ERR Requirements and RPS Requirements. If SCE determines in its reasonable judgment that Producer either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Renewable Generating Facility continues to comply with the ERR Requirements or RPS Requirements, then the Eligible Renewable Resource Status (the "ERR Status") or Renewables Portfolio Standard Status (the "RPS Status") of the Renewable Generating Facility shall be deemed ineffective until such time as Producer again demonstrates to SCE's reasonable satisfaction that the Renewable Generating Facility complies with the requirements for a Eligible Renewable Resource Generation Facility or RPS Requirements (the "ERR/RPS Status Change").

SCE shall revise its records and the administration of this Agreement to reflect the ERR/RPS Status Change and provide Notice to Producer of the ERR/RPS Status Change pursuant to Section 10 of this Agreement. Such Notice shall specify the effective date of the ERR/RPS Status Change. This date shall be the first day of the calendar month for which SCE determines in its sole discretion that the Renewable Generating Facility first ceased to comply with the ERR Requirements or RPS Requirements. SCE's Notice shall include an invoice for the refund of payments that were made to Producer during the period between the effective date of the ERR/RPS Status Change and the date of the last Notice in reliance upon Producer's representations that the Renewable Generating Facility complied with the ERR Requirements and RPS Requirements and therefore was eligible to sell power to SCE as a result of satisfying the ERR Requirements and RPS Requirements.

During the period when the ERR Status or RPS Status is deemed to be ineffective, SCE shall not pay Producer for Product. Notwithstanding the foregoing, to the extent a change in law occurs after execution of this Agreement that causes the warranty contained in this Appendix C to be materially false or misleading, Producer shall not be in default of this Agreement if Producer has used commercially reasonable efforts to comply with such change in law.

Any amounts to be paid or refunded by Producer, as may be invoiced by SCE pursuant to the terms of this ERR Warranty, shall be paid to SCE within 30 days of Producer's receipt of such invoice.

APPENDIX D

(Generating Facilities in service prior to January 1, 2002)

**PRODUCER'S WARRANTY THAT THE RENEWABLE GENERATING FACILITY
WAS AND WILL CONTINUE TO BE BOTH A "SMALL POWER PRODUCER QUALIFYING FACILITY"
PURSUANT TO THE POLICIES AND PRACTICES OF THE FEDERAL ENERGY REGULATORY COMMISSION
AND AN "ELIGIBLE RENEWABLE RESOURCE" PURSUANT TO SECTION 399.11 et seq. OF THE CALIFORNIA
PUBLIC UTILITIES CODE ("SPP QF Warranty")**

For the purpose of selling power produced by the Generating Facility pursuant to Assembly Bill 1969, under Section 399.20 et seq. of the California Public Utilities Code, Producer hereby declares that the Renewable Generating Facility prior to January 1, 2002 complied with the requirements and for the Term of this Agreement shall continue to comply with both the requirements for a Small Power Producer "Qualifying Facility" as such term is used in 18 Code of Federal Regulations Part 292, Section 292.203 et seq. implementing the Public Utility Regulatory Policies Act of 1978 as amended by the Energy Policy Act of 2005 and the requirements for "Eligible Renewable Resource", applicable for resources in service prior to January 1, 2002, as such term is used in Section 399.11 et seq. of the California Public Utilities Code ("SPP QF Requirements").

Producer warrants that, beginning on the date of Initial Operation and continuing throughout the Term of this Agreement, the Renewable Generating Facility shall continue to comply with such SPP QF Requirements. If Producer becomes aware that its Renewable Generating Facility has ceased to comply with the SPP QF Requirements, Producer shall promptly provide SCE with Notice of such change pursuant to Section 10 of the Agreement. If at any time during the Term of this Agreement SCE determines in its reasonable discretion that Producer's Renewable Generating Facility may no longer comply with the SPP QF Requirements, SCE may require Producer to provide evidence that the Renewable Generating Facility continues to comply with the SPP QF Requirements within 15 business days of SCE's Notice requesting such evidence. Additionally, SCE may periodically (typically, once per year) inspect Producer's Renewable Generating Facility and/or require documentation from Producer to monitor the Renewable Generating Facility's compliance with the SPP QF Requirements. If SCE determines in its reasonable judgment that Producer either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Renewable Generating Facility continues to comply with the SPP QF Requirements, then the Small Power Producer Qualifying Facility Status (the "SPP QF Status") of the Renewable Generating Facility shall be deemed ineffective until such time as Producer again demonstrates to SCE's reasonable satisfaction that the Renewable Generating Facility complies with the requirements for a Small Power Producer Qualifying Facility (the "SPP QF Status Change").

SCE shall revise its records and the administration of this Agreement to reflect the SPP QF Status Change and provide Notice to Producer of the SPP QF Status Change pursuant to Section 10 of this Agreement. Such Notice shall specify the effective date of the SPP QF Status Change. This date shall be the first day of the calendar month for which SCE determines in its sole discretion that the Renewable Generating Facility first ceased to comply with the SPP QF Requirements. SCE's Notice shall include an invoice for the refund of payments that were made to Producer during the period between the effective date of the SPP QF Status Change and the date of the last Notice in reliance upon Producer's representations that the Renewable Generating Facility complied with the SPP QF Requirements and therefore was eligible to sell power to SCE as a result of satisfying the SPP QF Requirements.

During the period when the SPP QF Status is deemed to be ineffective, SCE shall not pay Producer for Product.

Any amounts to be paid or refunded by Producer, as may be invoiced by SCE pursuant to the terms of this SPP QF Warranty, shall be paid to SCE within 30 days of Producer's receipt of such invoice.

APPENDIX E

**Forecast Requirements
for Generating Facilities that have a Net Power Rating greater or equal to 500 kW**

1. Introduction.

The Parties shall abide by the Forecast requirements and procedures described below and shall make reasonable changes to these requirements and procedures from time-to-time, as necessary to:

- (a) Comply with ISO Tariff changes or Commission orders; and
- (b) Accommodate changes to their respective generation technology and organizational structure.

2. Procedures.

(a) Weekly Forecasting Procedures.

(i) Producer's Forecasting Responsibilities.

Producer must meet all of the following requirements specified below:

- (1) Beginning the Wednesday prior to the planned Initial Operation of the Renewable Generating Facility, Producer will electronically provide SCE with an Energy Forecast for the next calendar week, by no later than 5 PM Wednesday of the week preceding the week covered by the Energy Forecast.

The Energy Forecast submitted to SCE shall:

- a) Not include any anticipated or expected electric energy losses between the Net Generation Output Meter and the Point of Common Coupling;
 - b) Be constructed using file formats, templates, and naming conventions agreed to by the Parties.
 - c) Include Producer's contact information.
 - d) Be sent to presched@sce.com with a copy to electrade@sce.com or through SCE-provided software, or as otherwise instructed by SCE.
 - e) Limit hour-to-hour forecast changes to no less than one hundred (100) kW.
- (2) If Producer revises any Energy Forecast submitted pursuant to Item 2(a)(i)(1) the revision in the Energy Forecast shall be communicated by Producer to SCE's Day-Ahead Group no later than 8:30 a.m. the day prior to the effective date of the revision.

Producer shall contact SCE's Day-Ahead Group at:

Scheduling Desk:

Phone: (626) 307-4420
Backup: (626) 307-4425
Fax: (626) 307-4413
Email: presched@sce.com

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- (3) If Producer revises any Energy Forecast submitted pursuant to Item 2(a)(i)(1) or Item 2(a)(i)(2) the revision in the Energy Forecast shall be communicated by Producer to SCE's Real-Time Group no later than one half (½) hour prior to the ISO's Hour-Ahead scheduling deadline.

Producer shall contact SCE's Real-Time Group at:

Operations Desk:

Phone: (626) 307-4453

Back-up: (626) 307-4410

Fax: (626) 307-4416

Email: presched@sce.com

(b) 30-Day Forecasting Procedures.

Producer must meet all of the following requirements for Forecasting electric energy to be received by SCE from the Producer as specified below.

- (i) In addition to the requirements set forth in Item 2(a) above, Producer shall electronically provide SCE with a rolling 30-day Energy Forecast, beginning at least thirty (30) days prior to commencement of the Term.

These files shall:

- (1) Be constructed using reasonable file formats, templates, and naming conventions agreed to by the Parties.
 - (2) Include Producer's contact information.
 - (3) Be sent to esmstpoutage@sce.com with a copy to presched@sce.com or through SCE-provided software, or as otherwise instructed by SCE.
 - (4) Limit hour-to-hour forecast changes to no less than one hundred (100) kW.
- (ii) Producer shall update the rolling 30-day hourly forecast weekly by 5:00 PM each Wednesday and send to esmstpoutage@sce.com with a copy to presched@sce.com or use an SCE provided web client (the "Web Client") if it is available.
- (iii) If Producer learns of any inaccuracies in its most recently submitted 30-day hourly Energy Forecast affecting the period between the date Producer learns of the inaccuracy and the date that the next updated 30-day hourly Energy Forecast is due, Producer shall promptly send an updated Energy Forecast, to esmstpoutage@sce.com with a copy to presched@sce.com or use an SCE provided web client (the "Web Client") if it is available.

3. Outage Scheduling Procedures.

Producer shall be responsible for all costs associated with all requirements and timelines for generation outage Scheduling contained in the Producer's otherwise applicable retail Tariff and applicable ISO Tariffs.

APPENDIX F

Definitions

The following terms shall have the following meaning for purposes of this Agreement.

1. "Agreement" has the meaning set forth in the Preamble.
2. "Attributes" has the meaning set forth in Section 6.3.
3. "Business Day" means any day except a Saturday, Sunday, a Federal Reserve Bank holiday, or the Friday following Thanksgiving. A Business Day shall begin at 8:00 a.m. and end at 5:00 p.m. local time for the Party sending the Notice or payment or performing a specified action.
4. "Capacity Attributes" means any and all current or future defined characteristics, certificates, tag, credits, ancillary service attributes, or accounting constructs, howsoever entitled, including any accounting construct counted toward any resource adequacy requirements, attributed to or associated with the Renewable Generating Facility or any unit of generating capacity of the Renewable Generating Facility during the Term.
5. "CEC" means the California Energy Commission.
6. "Commission" means the California Public Utilities Commission.
7. "CPUC" means the California Public Utilities Commission.
8. "Effective Date" has the meaning set forth in Section 17.
9. "Energy Forecast" has the meaning set forth in Appendix E.
10. "ERR" means a generating facility that qualifies as an eligible renewable electric energy resource for purposes of the RPS Legislation.
11. "ERR Requirements", "ERR Status", "ERR/RPS Status Change" and "ERR Warranty" have the meanings set forth in Appendix C.
12. "FERC" means the Federal Energy Regulatory Commission.
13. "Forecast", "Forecast Requirements" and "Forecast Procedures" have the meanings set forth in Appendix E.
14. "Generating Facility" means Producer's Renewable and Non-renewable Generating Facilities, as more particularly described in Appendix A, together with all materials, equipment systems, structures, features and improvements necessary to produce electric energy at such facility, excluding the Site, land rights and interests in land.
15. "Green Attributes" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Generating Facility unit(s) and its displacement of conventional energy generation. Green Attributes include but are not limited to Renewable Energy Credits, as well as:
 - (a) Any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO) and other pollutants;

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- (b) Any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere;
- (c) The reporting rights to these avoided emissions, including, without limitation, such as Green Tag Reporting Rights; and
- (d) Other tradable rights.

Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser's discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on kWh basis and one Green Tag represents the Green Attributes associated with 1,000 kWh of energy.

Green Attributes do not include:

- (e) Any electric energy, capacity, reliability or other power attributes from the Generating Facility unit(s);
- (f) Production Tax Credits associated with the construction or operation of the Generating Facility and other financial incentives in the form of credits, reductions, or allowances associated with the Generating Facility that are applicable to a state or federal income taxation obligation;
- (g) Fuel-related subsidies or "tipping fees" that may be paid to Producer to accept certain fuels, or local subsidies received by the Producer for the destruction of particular pre-existing pollutants or the promotion of local environmental benefits; or
- (h) Emission reduction credits encumbered or used by the Generating Facility for compliance with local, state, or federal operating and/or air quality permits.

If the Generating Facility is a biomass or landfill gas facility and Producer receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributable to its fuel usage, it shall provide SCE with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from the Generating Facility

- 16. "Gross Power Rating" means the value, in kW, set forth in Section 2.3.
- 17. "Governmental Authority" means:
 - a) Any federal, state, local, municipal or other government;
 - b) Any governmental, regulatory or administrative agency, commission, or other authority lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; or
 - c) Any court or governmental tribunal.

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18. "Interconnect", "Interconnection" have the meanings set forth in SCE's Rule 21.
19. "Interconnection Facilities Financing and Ownership Agreement" means that certain agreement between Producer and SCE, dated as of [REDACTED], and attached hereto as Appendix B.
20. "Initial Operation" means the date the Renewable Generating Facility first Interconnects and Operates in parallel with SCE's Distribution System and the NGOM records electric energy received by SCE from the Renewable Generating Facility.
21. "ISO" means the California Independent System Operator Corporation or successor entity that dispatches certain generating units and loads and controls the transmission facilities of entities that:
 - a) Own, operate and maintain transmission lines and associated facilities or have entitlements to use certain transmission lines and associated facilities; and
 - b) Have transferred to the ISO or its successor entity operational control of such facilities or entitlements.
22. "ISO Tariff" means the California Independent System Operator Corporation Operating Agreement and Tariff, including the rules, protocols, procedures and standards attached thereto, as the same may be amended or modified from time-to-time and approved by FERC.
23. "kW" means a kilowatt (1,000 watts) of electric power.
24. "kWh" means a kilowatt-hour (1,000 watt-hours) of electric energy.
25. "Market Price Referent" or "MPR" means the market price referent applicable to this Agreement as determined by the CPUC in accordance with California Public Utilities Code Section 399.15(c) for the Term as set forth in Section 6.2.
26. "Net Generation Output Meter" or "NGOM" has the meaning set forth in SCE's Rule 21.
27. "Net Power Rating" is the value Gross Power Rating minus Station Use, in kW. The Net Power Rating shall not exceed 1,500 kW per California Public Utilities Code Section 399.20(h).
28. "Non-renewable Generating Facility" means Producer's electric generating facility that exists on the Premises identified in Appendix A, but does not comply with the requirements set forth in Appendix C or Appendix D.
29. "Notice" has the meaning set forth in Section 10.1.
30. "Operate," "Operating" or "Operation" means to provide (or the provision of) all the operation, engineering, purchasing, repair, supervision, training, inspection, testing, protection, use, management, improvement, replacement, refurbishment, retirement, and maintenance activities associated with operating the Generating Facility in accordance with Prudent Electrical Practices.
31. "Party" or "Parties" have the meaning set forth in the Preamble.

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32. "Permits" means all applications, approvals, authorizations, consents, filings, licenses, orders, permits or similar requirements imposed by any Governmental Authority, or the ISO, in order to develop, construct, operate, maintain, improve, refurbish and retire the Generating Facility or to Schedule and deliver the electric energy produced by the Generating Facility to SCE, including the Authority to Construct permit.

Permits includes the documentation required by California Public Utilities Code Section 2812(d)1 for Producers subject to Section 2802 for hydroelectric Renewable Generating Facilities.

33. "Point of Common Coupling" has the meaning set forth in SCE's Rule 21.
34. "Producer" has the meaning set forth in the Preamble.
35. "Product" means:
- a) All electric power and energy produced by the Renewable Generating Facility, net of Station Use of the Renewable Generating Facility; and
 - b) All associated Environmental Attributes, Capacity Attributes, Renewable Energy Credits and Resource Adequacy Benefits.
36. "Product Price" for this Agreement has the meaning set forth in Section 6.2.
37. "Protective Functions" has the meaning set forth in SCE's Rule 21.
38. "Premises" means all of the real property and apparatus employed in a single enterprise on an integral parcel of land undivided, excepting in the case of industrial, agricultural, oil field, resort enterprises, and public or quasi-public institutions, by a dedicated street, highway, or other public thoroughfare, or a railway. Automobile parking lots constituting a part of and adjacent to a single enterprise may be separated by an alley from the remainder of the premises served.
39. "Prudent Electrical Practices" means those practices, methods and acts that would be implemented and followed by prudent operators of electric energy generating facilities in the Western United States, similar to the Generating Facility, during the relevant time period, which practices, methods and acts, in the exercise of prudent and responsible professional judgment in the light of the facts known at the time the decision was made, could reasonably have been expected to accomplish the desired result consistent with good business practices, reliability and safety.

Prudent Electrical Practices shall include, at a minimum, those professionally responsible practices, methods and acts described in the preceding sentence that comply with manufacturers' warranties, restrictions in this Agreement, and the requirements of Governmental Authorities, WECC standards, the ISO and applicable laws.

Prudent Electrical Practices shall also include taking reasonable steps to ensure that:

- a) Equipment, materials, resources, and supplies, including spare parts inventories, are available to meet the Generating Facility's needs;
- b) Sufficient operating personnel are available at all times and are adequately experienced and trained and licensed as necessary to operate the Generating Facility properly and efficiently, and are capable of responding to reasonably

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- foreseeable emergency conditions at the Generating Facility and emergencies whether caused by events on or off the Site;
- c) Preventive, routine, and non-routine maintenance and repairs are performed on a basis that ensures reliable, long term and safe operation of the Generating Facility, and are performed by knowledgeable, trained, and experienced personnel utilizing proper equipment and tools;
 - d) Appropriate monitoring and testing are performed to ensure equipment is functioning as designed;
 - e) Equipment is not operated in a reckless manner, in violation of manufacturer's guidelines or in a manner unsafe to workers, the general public, or SCE's electric system or contrary to environmental laws, permits or regulations or without regard to defined limitations such as, flood conditions, safety inspection requirements, operating voltage, current, volt ampere reactive (VAR) loading, frequency, rotational speed, polarity, synchronization, and control system limits; and
 - f) Equipment and components designed and manufactured to meet or exceed the standard of durability that is generally used for electric energy generating facilities operating in the Western United States and will function properly over the full range of ambient temperature and weather conditions reasonably expected to occur at the Site and under both normal and emergency conditions.
40. "Public Water or Wastewater Agency" means an Eligible Public Water Agency or Eligible Wastewater Agency as set forth in SCE Tariff schedule WATER.
41. "Renewable Energy Credit" has the meaning set forth in California Public Utilities Code Section 399.12(g), as may be amended from time to time or is further defined or supplemented by law.
42. "Renewable Generating Facility" means all of Producer's electric generating facilities as more particularly described in Appendix A, together with all materials, equipment systems, structures, features and improvements necessary to produce electric energy at such facility, (excluding the Site, land rights and interests in land) located at the Premises identified in Appendix A and complying with the requirements of Appendix C or Appendix D for the entire Term of this Agreement.
43. "Resource Adequacy Benefits" means the rights and privileges attached to the Generating Facility that satisfy any entity's resource adequacy obligations, as those obligations are set forth in any Resource Adequacy Rulings and shall include any local, zonal or otherwise locational attributes associated with the Generating Facility.
44. "Resource Adequacy Rulings" means CPUC Decisions 04-01-050, 04-10-035, 05-10-042, 06-06-064, 06-07-031 and any subsequent CPUC ruling or decision, or any other resource adequacy laws, rules or regulations enacted, adopted or promulgated by any applicable Governmental Authority, as such decisions, rulings, laws, rules or regulations may be amended or modified from time-to-time during the Term.
45. "RPS Legislation" means the State of California Renewable Portfolio Standard Program, as codified at California Public Utilities Code Section 399.11, et seq.
46. "RPS Requirements" and "RPS Status" have the meanings set forth in Appendix C.
47. "Rule" means Tariff sheets which set forth the application of all rates, charges, and service when such applicability is not set forth in and as part of the rate schedules.

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48. "SCE" has the meaning set forth in the Preamble.
49. "Schedule," "Scheduled" or "Scheduling" means the action of Producer and SCE, or their designated representatives of notifying, requesting, and confirming to each other the Forecast of electric energy from the Generating Facility being received by SCE at the Net Generation Output Meter.
50. "Schedule WATER" refers to one or more Tariff sheets setting forth the charges and conditions for a customer taking service from SCE under this Tariff who meets the definition of an Eligible Public Water Agency or an Eligible Wastewater Agency who owns and operates an Eligible Renewable Generating Facility, as defined in Schedule WATER. This Tariff is subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.
51. "Site" means the real property on which the Renewable Generating Facility is, or will be located, as further described in Appendix A.
52. "Small Power Producer Qualifying Facility" or "SPP QF" means a facility certified by the FERC as a small power producer and certified by the CEC as an ERR that was in service prior to January 1, 2002.
53. "SPP QF Requirements", "SPP QF Status", "SPP QF Status Change" and "SPP QF Warranty" have the meanings set forth in Appendix D.
54. "Station Use" means the electric energy produced by the Renewable or Non-renewable Generating Facility that is:
- a) Used within the respective Generating Facility to power the lights, motors, control systems and other electrical loads that are necessary for Operation; and
 - b) Consumed within the respective Generating Facility's electric energy distribution system as losses.
55. "Tariff(s)" mean(s) the entire body of effective rates, rentals, charges, and rules collectively of SCE, as set forth herein, and including title page, preliminary statement, service area maps, rate schedules, list of contracts and deviations, Rules, and sample forms.
56. "Term" has the meaning used in Section 4.1(c).
57. "Term Year" means a twelve (12) month period beginning on the first day of the calendar month following Initial Operation and each successive twelve (12) month period thereafter.
58. "TOU Periods" means the time of use periods for determination of payments as set forth in Appendix G.
59. "WATER" means Water/Wastewater Agency Tariff for Eligible Renewables the SCE Tariff schedule that implements Assembly Bill 1969.
60. "WECC" means the Western Electricity Coordinating Council, the regional reliability council for the Western United States, Southwestern Canada, and Northwestern Mexico.
61. "Web Client" has the meaning set forth in Appendix E.

APPENDIX G

TOU Periods and Energy Allocation Factors

<u>Time of Use Periods ("TOU Periods")</u>			
<i>TOU Period</i>	<i>Summer Jun 1st – Sep 30th</i>	<i>Winter Oct 1st – May 31st</i>	<i>Applicable Days</i>
On-Peak	Noon – 6:00 p.m.	Not Applicable.	Weekdays except Holidays.
Mid-Peak	8:00 a.m. – Noon	8:00 a.m. - 9:00 p.m.	Weekdays except Holidays.
	6:00 p.m. – 11:00 p.m.		Weekdays except Holidays.
Off-Peak	11:00 p.m. – 8:00 a.m.	6:00 a.m. – 8:00 a.m.	Weekdays except Holidays.
		9:00 p.m. – Midnight	Weekdays except Holidays.
	Midnight – Midnight	6:00 a.m. – Midnight	Weekends and Holidays
Super-Off-Peak	Not Applicable.	Midnight – 6:00 a.m.	Weekdays, Weekends and Holidays

<u>Energy Allocation Factors (Factor "B" in Section 6.5)</u>			
<i>Season</i>	<i>TOU Period</i>	<i>Calculation Method</i>	<i>Energy Allocation Factor</i>
Summer	On-Peak	Fixed Value	3.13 (R)
	Mid-Peak	Fixed Value	1.35 (I)
	Off-Peak	Fixed Value	0.75 (I)
Winter	Mid-Peak	Fixed Value	1.00 (R)
	Off-Peak	Fixed Value	0.83 (I)
	Super-Off-Peak	Fixed Value	0.61 (R)

"Holiday" is defined as New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, or Christmas Day.

When any Holiday falls on a Sunday, the following Monday will be recognized as a Holiday. No change will be made for Holidays falling on Saturday.

APPENDIX H

Summary of Dates, Term and Product Price for this Agreement
(SCE to complete this Appendix after Initial Operation is confirmed.)

1. The Renewable Generating Facility's date of Initial Operation is . **(SCE to confirm date using NGOM data.)**
2. Term of 10 / 15 / 20 Term Years. **(Producer to select.)**
3. Product Price for this Agreement is \$ 0. per kWh. **(SCE to confirm using applicable MPR ruling, Producer's term and Initial Operation date.)**



Southern California Edison
Rosemead, California (U 338-E)

Revised Cal. PUC Sheet No. 46375-E
Cancelling Revised Cal. PUC Sheet No. 45140-E

Sheet 1

RENEWABLE AND ALTERNATIVE POWER
PUBLIC WATER AND WASTEWATER AGENCY
EXCESS AGREEMENT

FORM 14-734

(To be inserted by utility)

Advice 2419-E-A

Decision _____

1H9

Issued by

Akbar Jazayeri

Vice President

(To be inserted by Cal. PUC)

Date Filed Jan 20, 2010

Effective Jan 1, 2010

Resolution E-4298

This Power Purchase Agreement (“Agreement”) is entered into by and between:

Producer’s Name (“Producer”), a
(form of entity & state of registration) *(Please verify corporate name and indicate state of incorporation)* a Public Water or Wastewater Agency, and

Southern California Edison Company (“SCE”), a California corporation.

Producer and SCE are sometimes also referred to in this Agreement jointly as “Parties” or individually as “Party.” All capitalized terms set forth herein shall have the meanings ascribed to them in Section 14.5.

1. RECITALS.

1.1 This Agreement provides for Producer to Interconnect and Operate a Renewable Generating Facility in parallel with SCE’s Distribution System. This Agreement requires the Producer to be a retail customer and to obtain retail electrical service from SCE to serve all the electrical loads, net of the Renewable Generating Facility, at the Premises identified in Appendix A. This Agreement also provides for Producer to sell Excess electric energy produced by the Renewable Generating Facility directly to SCE provided the Renewable Generating Facility satisfies the Eligible Renewable Resource Facility Requirements as set forth in Appendix C, or the Small Power Producer Qualifying Facility Requirements and the Eligible Renewable Resource Facility Requirements set forth in Appendix D. This Agreement does not constitute an agreement by SCE to provide retail electrical service to Producer. Such arrangements must be made separately between SCE and Producer.

1.2 In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

2. SUMMARY AND DESCRIPTION OF RENEWABLE GENERATING FACILITY

2.1 A description of the Renewable Generating Facility, including a summary of its significant components, a drawing showing the general arrangement of the Producer’s Renewable Generating Facility, and a single-line diagram illustrating the Interconnection of the Renewable Generating Facility and loads with SCE’s Distribution System, is attached hereto and incorporated herein as Appendix A.

2.2 Name and address used by SCE to locate the electric Service Account(s) and Premises used to Interconnect the Renewable Generating Facility with SCE’s Distribution System:

_____ **Service Account (if known)**

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PRODUCER NAME
ID Number**

- 2.3 The Gross Power Rating of the Renewable Generating Facility is [REDACTED] kW.
- (a) This Gross Power Rating is based on: **(check one)**
- generator nameplate; or **(insert for solar: inverter rating)**
- prime mover nameplate; or **(insert for solar: solar array rating)**
- renewable fuel availability.
- 2.4 The Net Power Rating of the Renewable Generating Facility is [REDACTED] kW.
(This value may not exceed 1,500 kW.)
- 2.5 The maximum (instantaneous) level of power that may be exported through the Point of Common Coupling by the Renewable Generating Facility to SCE's Distribution System is [REDACTED] kW. **Please supply estimate!**
- 2.6 The annual energy production of the Renewable Generating Facility, net of Station Use, measured by the NGOM is expected to be [REDACTED] kWh. **Please supply estimate!**
- 2.7 The annual energy exported through the Point of Common Coupling from the Producer's Premises identified in Appendix A beyond Producer's use is expected to be [REDACTED] kWh. **Please supply estimate!**
- 2.8 The Renewable Generating Facility's expected date of Initial Operation is [REDACTED].
The actual date of Initial Operation shall be within 18 months of the last date entered in Section 17 of this Agreement.
- 2.9 Producer hereby represents and warrants that the Renewable Generating Facility:
- Please check all that apply.**
- (a) **Does** meet with the requirements for "Eligible Renewable Resource" as such term is used in Section 399.11 et seq. of the California Public Utilities Code.
- (b) **Does** meet with both the requirements for "Cogeneration" as such term is used in Section 216.6 of the California Public Utilities Code and with the requirements for "Eligible Renewable Resource" as such term is used in Section 399.11 et seq. of the California Public Utilities Code.
- (c) **Does** meet with both the requirements for a Small Power Producer Qualifying Facility pursuant to the regulations of the Federal Energy Regulatory Commission (18 Code of Federal Regulations Part 292, Section 292.203 et seq.) implementing the Public Utility Regulatory Policies Act of 1978 as Amended by the Energy Policy Act of 2005 and with the requirements for "Eligible Renewable Resource" as such term is used in Section 399.11 et seq. of the California Public Utilities Code.

3. DOCUMENTS INCLUDED; DEFINED TERMS

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

- Appendix A - Description of Renewable Generating Facility and Single-Line Diagram (Supplied by Producer)
- Appendix B - A copy of Interconnection Facilities Financing and Ownership Agreement, if applicable (Supplied by SCE)
- Appendix C - Producer's warranty that the Renewable Generating Facility meets with the requirements for "Eligible Renewable Resource" as defined in Section 399.11 et seq. of the California Public Utilities Code, if applicable.

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- Appendix D - Producer's warranty that the Renewable Generating Facility, prior to January 1, 2002 met and continues to meet with the requirements for both a Small Power Producer Qualifying Facility pursuant to the regulations of the Federal Energy Regulatory Commission (18 Code of Federal Regulations Part 292, Section 292.203 et seq.) implementing the Public Utility Regulatory Policies Act of 1978 as Amended by the Energy Policy Act of 2005 and "Eligible Renewable Resource" as defined in Section 399.11 et seq. of the California Public Utilities Code, if applicable.
- Appendix E - Forecast Requirements for Generating Facilities that have a Net Power Rating greater or equal to 500 kW
- Appendix F - Definitions
- Appendix G - TOU Periods and Energy Allocation Factors
- Appendix H - Summary of Dates, Term and Product Price for this Agreement

4. TERM AND TERMINATION

- 4.1 This Agreement shall become effective on the Effective Date. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:
- (a) A termination date agreed to in writing by the Parties.
 - (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 Producer's Renewable Generating Facility is interconnected to SCE's Distribution System is closed or terminated.
 - (c) At 12:01 A.M. on the day following the completion of: **(check one)**
 10 / 15 / 20 Term Years from Initial Operation per Section 2.8.
- 4.2 SCE may elect to terminate this Agreement at 12:01 A.M. on the 61st day after SCE provides written Notice pursuant to Section 10 of this Agreement to the Producer of SCE's intent to terminate this Agreement 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, any of which materially alters or otherwise materially affects SCE's ability or obligation to perform SCE's duties under this Agreement;
 - (b) Producer fails to remain a Public Water or Wastewater Agency;
 - (c) Producer fails to take all corrective actions specified in any SCE Notice, within the time frame set forth in such Notice, that Producer's Renewable Generating Facility is out of compliance with the terms of this Agreement;
 - (d) Producer fails to Interconnect and Operate a generator within the Renewable Generating Facility, in accordance with the terms and conditions set forth in this Agreement, within one hundred and twenty (120) days after SCE delivers electric energy for Station Use; or
 - (e) SCE shall deem the Renewable Generating Facility to be abandoned if SCE provides a Notice to Producer advising Producer of SCE's determination, in its reasonable discretion, that the Renewable Generating Facility is non-operational for any of the following reasons:

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- (1) Producer abandons the Renewable Generating Facility;
- (2) Output from the Renewable Generating Facility ceases for 12 consecutive months; or
- (3) Producer fails to achieve Initial Operation within 18 months of the Effective Date; and

Producer does not provide a substantive response to such Notice affirming Producer's intent and ability to continue to Operate the Renewable Generating Facility within 15 days of such Notice.

4.3 Any agreements attached hereto and incorporated herein shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

5. RENEWABLE GENERATING FACILITY OPERATION

- 5.1 Producer is responsible for Operating the Renewable Generating Facility in compliance with all of SCE Tariffs, including but not limited to Rule 21, and any other regulations and laws governing the Interconnection of the Renewable Generating Facility.
- 5.2 The Renewable Generating Facility Net Power Rating shall be less than or equal to 1,500 kW.
- 5.3 Producer shall not deliver reactive power to SCE's Distribution System unless the Parties have otherwise agreed in writing.
- 5.4 The Renewable Generating Facility shall be Operated with all of Producer's Protective Functions in service and in accordance with Prudent Electrical Practices whenever the Renewable Generating Facility 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.
- 5.5 For a Renewable Generating Facility having a Net Power Rating equal to or greater than 500 kW, the Parties shall comply with the forecasting provisions of Appendix E.
- 5.6 SCE shall have ingress and egress to examine the Site and Generating Facility for purposes connected with this Agreement.

6. BILLING AND PAYMENT

- 6.1 The amount of energy purchased under this Agreement shall be determined by electrical meters and equipment owned, Operated, and maintained by SCE.
- 6.2 The Product Price, as set forth in Section 3 of Appendix H, shall equal the Market Price Referent ("MPR") most recently determined by the Commission prior to the Effective Date, using the project on-line year in which the date of actual Initial Operation occurs as described in Appendix H, and the Term as elected in Section 4.1(c).

(T)
|
(T)

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Adopted 2009 Market Price Referents

(Nominal - dollars/kWh)

Resource Type	10-Year	15-Year	20-Year	25-Year	(N)
2010 Baseload MPR	0.08448	0.09066	0.09674	0.10020	
2011 Baseload MPR	0.08843	0.09465	0.10098	0.10442	
2012 Baseload MPR	0.09208	0.09852	0.10507	0.10852	
2013 Baseload MPR	0.09543	0.10223	0.10898	0.11245	
2014 Baseload MPR	0.09872	0.10593	0.11286	0.11636	
2015 Baseload MPR	0.10168	0.10944	0.11647	0.12002	
2016 Baseload MPR	0.10488	0.11313	0.12020	0.12378	
2017 Baseload MPR	0.10834	0.11695	0.12404	0.12766	
2018 Baseload MPR	0.11204	0.12090	0.12800	0.13165	
2019 Baseload MPR	0.11598	0.12499	0.13209	0.13575	
2020 Baseload MPR	0.12018	0.12922	0.13630	0.13994	
2021 Baseload MPR	0.12465	0.13359	0.14064	0.14424	(N)

6.3 Producer agrees to sell all Excess electric energy produced by the Renewable Generating Facility as specified herein in Section 6.4 below and all Green Attributes, Capacity Attributes and Resource Adequacy Benefits (collectively, the "Attributes") associated with energy sold to SCE. (L)

6.4 SCE shall pay Producer for all Attributes and all Excess electric energy measured by the SCE Meter located as shown on the Single-Line Diagram of Appendix A. (L)

6.5 For the purpose of calculating monthly payments, the amount of Excess electric energy measured by the SCE Meter shall be time-differentiated according to the time period and season of the receipt of Product by SCE from Producer ("TOU Periods") and the pricing shall be weighted by the Energy Allocation Factors set forth in Appendix G.

As set forth in Appendix G, TOU Periods for the winter season shall be mid-peak, off-peak and super off-peak and TOU Periods for the summer season shall be on-peak, mid-peak and off-peak.

The monthly payment shall equal the sum of the monthly TOU Period payments for all TOU Periods in the month. Each monthly TOU Period payment shall be calculated pursuant to the following formula, where "n" is the TOU Period being calculated:

$$\text{TOU PERIOD}_n \text{ PAYMENT} = A \times B \times C$$

Where:

A = Product Price specified in Appendix H in \$/kWh.

B = Energy Allocation Factor, set forth in Appendix G, for the TOU Period being calculated.

C = The sum of Excess energy recorded by the SCE Meter in all hours for the TOU Period being calculated in kWh.

6.6 SCE shall use net generation output amounts measured by the NGOM for purposes of billing the Producer in accordance with SCE's applicable departing load Tariff rate schedule(s), if applicable.

6.7 SCE shall determine the amount of energy received by SCE pursuant to this Agreement for each monthly period and provide a statement to Producer approximately thirty (30) days after each monthly meter reading date.

6.8 SCE shall not be obligated to issue a payment to Producer until the amount due for the energy received pursuant to this Agreement exceeds one thousand dollars (\$1000), except that SCE shall pay all amounts due to Producer pursuant to this Agreement at least once per calendar year no later than 30 days after the end of the calendar year.

6.9 Unless otherwise agreed in writing by the Parties, any payment due for Product received under this Agreement shall be satisfied by SCE issuing a check to Producer. Alternatively, SCE reserves the right, but shall not be obligated to apply any amount

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owed to Producer toward any amounts due to SCE from Producer for any charges incurred under this Agreement or for past due bills for electric service or for SCE services.

- 6.10 In the event adjustments to SCE's payments are required as a result of inaccurate metering equipment, SCE shall determine the correct amount of energy received under this Agreement during the period of inaccuracy and recompute the amount due to or from Producer. Any refund due and payable to SCE or due by SCE to Producer resulting from inaccurate metering shall be made within thirty (30) calendar days of SCE's Notice to Producer by SCE of the amount due.
- 6.11 Monthly charges, if any, associated with Interconnection Facilities shall be billed and paid pursuant to the applicable Interconnection Facilities Financing and Ownership Agreement in Appendix B and monthly charges, if any, associated with electric service provided by SCE shall be billed and paid pursuant to the applicable Tariffs filed by SCE with the Commission.

7. INTERCONNECTION FACILITIES

- 7.1 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 Producer's Renewable Generating Facility.
- 7.2 Producer shall be solely responsible for the costs, design, purchase, construction, Operation, and maintenance of the Interconnection Facilities that Producer owns.
- 7.3 If the provisions of SCE's Rule 21, or any other Tariff approved by the Commission, require SCE to own and operate a portion of the Interconnection Facilities, Producer and SCE shall promptly execute an Interconnection Facilities Financing and Ownership 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.

8. 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.

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9. INSURANCE

- 9.1 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:
- (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Power Rating of Producer's Renewable Generating Facility is greater than one hundred (100) kW;
 - (b) One million dollars (\$1,000,000) for each occurrence if the Gross Power Rating of Producer's Renewable Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; and
 - (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Power Rating of Producer's Renewable Generating Facility is twenty (20) kW or less.
 - (d) Two hundred thousand dollars (\$200,000) for each occurrence if the Gross Power Rating of Producer's Renewable Generating Facility is ten (10) kW or less and Producer's Renewable Generating Facility is connected to an account receiving residential service from SCE.

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."

- 9.2 The general liability insurance required in Section 9.1 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.
- 9.3 If Producer's Renewable Generating Facility is connected to an account receiving residential service from SCE and the requirement of Section 9.2(a) prevents Producer from obtaining the insurance required in Section 9.1, then upon Producer's written Notice to SCE in accordance with Section 10.1, the requirements of Section 9.2(a) shall be waived.
- 9.4 Evidence of the insurance required in Section 9.2 shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by SCE.
- 9.5 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.
- 9.6 If Producer is self-insured with an established record of self-insurance, Producer may comply with the following in lieu of Sections 9.1 through 9.4:
- (a) Producer shall provide to SCE, at least thirty (30) calendar days prior to the date of Initial Operation, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required under Section 9.1.
 - (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 9.1.
- 9.7 All insurance certificates, statements of self insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued, clearly labeled with agreement ID number and submitted to the following:

Southern California Edison Company
Attention: Vice President, Renewable & Alternative Power
Address: 2244 Walnut Grove Avenue
P.O.Box:800
City: Rosemead, CA 91770

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ID Number**

10. NOTICES

10.1 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: Vice President, Renewable & Alternative Power
Address: 2244 Walnut Grove Avenue
P.O: Box 800
City: Rosemead, CA 91770
Phone: (626) 302-1212
FAX: (626) 302-9622

If to Producer: Producer Name: _____
Address: _____
City: _____
Phone: () _____
FAX: () _____

- 10.2 A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 10.1.
- 10.3 All Notices must reference the agreement ID number set forth on the first page of this Agreement.
- 10.4 Notices (other than forecasts and schedules) shall, unless otherwise specified herein, be in writing and may be delivered in person, United States mail or overnight courier service.
- 10.5 Notice by hand delivery shall be effective at the close of business on the day actually received, if received during business hours on a Business Day, and otherwise shall be effective at the close of business on the next Business Day, unless a different date for the Notice to go into effect is stated in another section of this Agreement.
- 10.6 Notice by overnight United States mail or courier shall be effective on the next Business Day after it was sent.
- 10.7 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 Notice provided in accordance herewith.

11. REVIEW OF RECORDS AND DATA

- 11.1 SCE shall have the right to review and obtain copies of Producer's operations and maintenance records, logs, or other information such as, but not limited to, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Producer's Renewable Generating Facility or its Interconnection with SCE's Distribution System.
- 11.2 Producer authorizes SCE to release to the CEC and/or the Commission information regarding the Renewable Generating Facility, including the Producer's name and location, and the size, location and operational characteristics of the Renewable Generating Facility, the Term, the ERR type, the Initial Operation Date and the Net Power Rating of the Renewable Generating Facility, as requested from time to time pursuant to the CEC's or Commission's rules and regulations.

12. ASSIGNMENT

Producer shall not voluntarily assign its rights nor delegate its duties under this Agreement without SCE's prior 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.

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13. 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.

14. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF SCE's TARIFF RATE SCHEDULES, DEFINED TERMS

- 14.1 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 of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction. Each Party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this Agreement.
- 14.2 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.
- 14.3 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 www.sce.com or by request to SCE and are incorporated by reference into this Agreement.
- 14.3 Notwithstanding any other provisions of this Agreement, SCE shall have the right to unilaterally file with the Commission an application for change in rates, charges, classification, service, Tariffs or any agreement relating thereto; pursuant to the Commission's rules and regulations.
- 14.5 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, Appendix F; in SCE's Rule 1 or Rule 21, Section H; or SCE's Schedule WATER. If any term is defined in both Rule 1 and Rule 21, the definition in Rule 21 shall prevail. If any term is defined in both Schedule WATER and this Agreement, the definition in Schedule WATER shall prevail.

15. AMENDMENTS AND MODIFICATION

This Agreement can only be amended or modified by a written agreement signed by both Parties.

16. ENTIRE AGREEMENT

This Agreement, including any incorporated Tariffs and Rules, 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 and Rules.

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17. 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 ("Effective Date") as of the last date set forth below.

PRODUCER'S NAME	SOUTHERN CALIFORNIA EDISON COMPANY
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: Vice President of Renewable & Alternative Power
Date: _____	Date: _____

**WATER EXCESS AGREEMENT
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APPENDIX A

**DESCRIPTION OF RENEWABLE AND NON-RENEWABLE GENERATING FACILITY
AND SINGLE-LINE DIAGRAM
(Provided by Producer)**

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APPENDIX B
(If Applicable)

INTERCONNECTION FACILITIES FINANCING AND OWNERSHIP AGREEMENT

(Provided by SCE)

APPENDIX C

(Generating Facilities in service after January 1, 2002)

**PRODUCER'S WARRANTY THAT THE RENEWABLE GENERATING FACILITY
IS AND WILL CONTINUE TO BE AN
"ELIGIBLE RENEWABLE RESOURCE" PURSUANT TO SECTION 399.11 et seq. OF THE
CALIFORNIA PUBLIC UTILITIES CODE AND THAT THE OUTPUT WILL COMPLY WITH THE CALIFORNIA
RENEWABLE PORTFOLIO STANDARDS ("ERR/RPS Warranty")**

For the purpose of selling power produced by the Generating Facility pursuant to Assembly Bill 1969, under Section 399.20 et seq. of the California Public Utilities Code, Producer hereby declares that the Renewable Generating Facility complies with the requirements for "Eligible Renewable Resource" as such term is used in Section 399.11 et seq. of the California Public Utilities Code ("ERR Requirements") and that the output from the Generating Facility complies with the requirements of the California Renewables Portfolio Standards ("RPS Requirements").

Producer warrants that, beginning on the date of Initial Operation and continuing throughout the Term of this Agreement, its Renewable Generating Facility shall continue to comply with the ERR Requirements and RPS Requirements. If Producer becomes aware that the Renewable Generating Facility or its output has ceased to comply with the ERR Requirements or RPS Requirements, Producer shall promptly provide SCE with Notice of such change pursuant to Section 10 of the Agreement. If at any time during the Term of this Agreement SCE determines in its reasonable discretion that Producer's Renewable Generating Facility may no longer comply with the ERR Requirements or RPS Requirements, SCE may require Producer to provide evidence that the Renewable Generating Facility continues to comply with the ERR Requirements and RPS Requirements within 15 business days of SCE's Notice requesting such evidence. Additionally, SCE may periodically (typically, once per year) inspect Producer's Renewable Generating Facility and/or require documentation from Producer to monitor the Renewable Generating Facility's compliance with the ERR Requirements and RPS Requirements. If SCE determines in its reasonable judgment that Producer either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Renewable Generating Facility continues to comply with the ERR Requirements or RPS Requirements, then the Eligible Renewable Resource Status (the "ERR Status") or Renewables Portfolio Standard Status (the "RPS Status") of the Renewable Generating Facility shall be deemed ineffective until such time as Producer again demonstrates to SCE's reasonable satisfaction that the Renewable Generating Facility complies with the requirements for a Eligible Renewable Resource Generation Facility or RPS Requirements (the "ERR/RPS Status Change").

SCE shall revise its records and the administration of this Agreement to reflect the ERR/RPS Status Change and provide Notice to Producer of the ERR/RPS Status Change pursuant to Section 10 of this Agreement. Such Notice shall specify the effective date of the ERR/RPS Status Change. This date shall be the first day of the calendar month for which SCE determines in its sole discretion that the Renewable Generating Facility first ceased to comply with the ERR Requirements or RPS Requirements. SCE's Notice shall include an invoice for the refund of payments that were made to Producer during the period between the effective date of the ERR/RPS Status Change and the date of the last Notice in reliance upon Producer's representations that the Renewable Generating Facility complied with the ERR Requirements and RPS Requirements and therefore was eligible to sell power to SCE as a result of satisfying the ERR Requirements and RPS Requirements.

During the period when the ERR Status or RPS Status is deemed to be ineffective, SCE shall not pay Producer for Product. Notwithstanding the foregoing, to the extent a change in law occurs after execution of this Agreement that causes the warranty contained in this Appendix C to be materially false or misleading, Producer shall not be in default of this Agreement if Producer has used commercially reasonable efforts to comply with such change in law.

Any amounts to be paid or refunded by Producer, as may be invoiced by SCE pursuant to the terms of this ERR Warranty, shall be paid to SCE within 30 days of Producer's receipt of such invoice.

APPENDIX D

**WATER EXCESS AGREEMENT
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ID Number**

(Generating Facilities in service prior to January 1, 2002)

**PRODUCER'S WARRANTY THAT THE RENEWABLE GENERATING FACILITY
WAS AND WILL CONTINUE TO BE BOTH A "SMALL POWER PRODUCER QUALIFYING FACILITY"
PURSUANT TO THE POLICIES AND PRACTICES OF THE FEDERAL ENERGY REGULATORY COMMISSION
AND AN "ELIGIBLE RENEWABLE RESOURCE" PURSUANT TO SECTION 399.11 et seq. OF THE
CALIFORNIA PUBLIC UTILITIES CODE ("SPP QF Warranty")**

For the purpose of selling power produced by the Generating Facility pursuant to Assembly Bill 1969, under Section 399.20 et seq. of the California Public Utilities Code, Producer hereby declares that the Renewable Generating Facility prior to January 1, 2002 complied with the requirements and for the Term of this Agreement shall continue to comply with both the requirements for a Small Power Producer "Qualifying Facility" as such term is used in 18 Code of Federal Regulations Part 292, Section 292.203 et seq. implementing the Public Utility Regulatory Policies Act of 1978 as amended by the Energy Policy Act of 2005 and the requirements for "Eligible Renewable Resource", applicable for resources in service prior to January 1, 2002, as such term is used in Section 399.11 et seq. of the California Public Utilities Code ("SPP QF Requirements").

Producer warrants that, beginning on the date of Initial Operation and continuing throughout the Term of this Agreement, the Renewable Generating Facility shall continue to comply with such SPP QF Requirements. If Producer becomes aware that its Renewable Generating Facility has ceased to comply with the SPP QF Requirements, Producer shall promptly provide SCE with Notice of such change pursuant to Section 10 of the Agreement. If at any time during the Term of this Agreement SCE determines in its reasonable discretion that Producer's Renewable Generating Facility may no longer comply with the SPP QF Requirements, SCE may require Producer to provide evidence that the Renewable Generating Facility continues to comply with the SPP QF Requirements within 15 business days of SCE's Notice requesting such evidence. Additionally, SCE may periodically (typically, once per year) inspect Producer's Renewable Generating Facility and/or require documentation from Producer to monitor the Renewable Generating Facility's compliance with the SPP QF Requirements. If SCE determines in its reasonable judgment that Producer either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Renewable Generating Facility continues to comply with the SPP QF Requirements, then the Small Power Producer Qualifying Facility Status (the "SPP QF Status") of the Renewable Generating Facility shall be deemed ineffective until such time as Producer again demonstrates to SCE's reasonable satisfaction that the Renewable Generating Facility complies with the requirements for a Small Power Producer Qualifying Facility (the "SPP QF Status Change").

SCE shall revise its records and the administration of this Agreement to reflect the SPP QF Status Change and provide Notice to Producer of the SPP QF Status Change pursuant to Section 10 of this Agreement. Such Notice shall specify the effective date of the SPP QF Status Change. This date shall be the first day of the calendar month for which SCE determines in its sole discretion that the Renewable Generating Facility first ceased to comply with the SPP QF Requirements. SCE's Notice shall include an invoice for the refund of payments that were made to Producer during the period between the effective date of the SPP QF Status Change and the date of the last Notice in reliance upon Producer's representations that the Renewable Generating Facility complied with the SPP QF Requirements and therefore was eligible to sell power to SCE as a result of satisfying the SPP QF Requirements.

During the period when the SPP QF Status is deemed to be ineffective, SCE shall not pay Producer for Product.

Any amounts to be paid or refunded by Producer, as may be invoiced by SCE pursuant to the terms of this SPP QF Warranty, shall be paid to SCE within 30 days of Producer's receipt of such invoice.

APPENDIX E

Forecast Requirements for Generating Facilities that have a Net Power Rating greater or equal to 500 kW

1. Introduction.

The Parties shall abide by the Forecast requirements and procedures described below and shall make reasonable changes to these requirements and procedures from time-to-time, as necessary to:

- (a) Comply with ISO Tariff changes or Commission orders; and
- (b) Accommodate changes to their respective generation technology and organizational structure.

2. Procedures.

(a) Weekly Forecasting Procedures.

- (i) Producer's Forecasting Responsibilities.

Producer must meet all of the following requirements specified below:

- (1) Beginning the Wednesday prior to the planned Initial Operation of the Renewable Generating Facility, Producer will electronically provide SCE with an Energy Forecast for the next calendar week, by no later than 5 PM Wednesday of the week preceding the week covered by the Energy Forecast.

The Energy Forecast submitted to SCE shall:

- a) Include all Excess electric energy that is to be received by SCE through the Point of Common Coupling.
 - b) If Excess electric energy amounts are zero within an hour Producer shall submit zero for that hour.
 - c) Be constructed using file formats, templates, and naming conventions agreed to by the Parties.
 - d) Include Producer's contact information.
 - e) Be sent to presched@sce.com with a copy to electrade@sce.com or through SCE-provided software, or as otherwise instructed by SCE.
 - f) Limit hour-to-hour forecast changes to no less than one hundred (100) kW.
- (2) If Producer revises any Energy Forecast submitted pursuant to Item 2(a)(i)(1), the revision in the Energy Forecast shall be communicated by Producer to SCE's Day-Ahead Group no later than 8:30 a.m. the day prior to the effective date of the revision.

Producer shall contact SCE's Day-Ahead Group at:

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Scheduling Desk:

Phone: (626) 307-4420
Backup: (626) 307-4425
Fax: (626) 307-4413
Email: presched@sce.com

- (3) If Producer revises any Energy Forecast submitted pursuant to Item 2(a)(i)(1) or Item 2(a)(i)(2), the revision in the Energy Forecast shall be communicated by Producer to SCE's Real-Time Group no later than one half (½) hour prior to the ISO's Hour-Ahead scheduling deadline.

Producer shall contact SCE's Real-Time Group at:

Operations Desk:

Phone: (626) 307-4453
Back-up: (626) 307-4410
Fax: (626) 307-4416
Email: presched@sce.com

(b) 30-Day Forecasting Procedures.

Producer must meet all of the following requirements for Forecasting electric energy to be received by SCE from the Producer as specified below.

- (i) In addition to the requirements set forth in Item 2(a) above, Producer shall electronically provide SCE with a rolling 30-day Energy Forecast, beginning at least thirty (30) days prior to commencement of the Term.

These files shall:

- (1) Be constructed using reasonable file formats, templates, and naming conventions agreed to by the Parties.
 - (2) Include Producer's contact information.
 - (3) Be sent to esmstpoutage@sce.com with a copy to presched@sce.com or through SCE-provided software, or as otherwise instructed by SCE.
 - (4) Limit hour-to-hour forecast changes to no less than one hundred (100) kW.
- (ii) Producer shall update the rolling 30-day hourly forecast weekly by 5:00 PM each Wednesday and send to esmstpoutage@sce.com with a copy to presched@sce.com or use an SCE provided web client (the "Web Client") if it is available.

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- (iii) If Producer learns of any inaccuracies in its most recently submitted 30-day hourly Energy Forecast affecting the period between the date Producer learns of the inaccuracy and the date that the next updated 30-day hourly Energy Forecast is due, Producer shall promptly send an updated Energy Forecast, to esmstpoutage@sce.com with a copy to presched@sce.com or use an SCE provided web client (the "Web Client") if it is available.

2. Outage Scheduling Procedures.

Producer shall be responsible for all costs associated with all requirements and timelines for generation outage Scheduling contained in the Producer's otherwise applicable retail Tariff and applicable ISO Tariffs.

APPENDIX F

Definitions

The following terms shall have the following meaning for purposes of this Agreement.

1. "Agreement" has the meaning set forth in the Preamble.
2. "Attributes" has the meaning set forth in Section 6.3.
3. "Business Day" means any day except a Saturday, Sunday, a Federal Reserve Bank holiday, or the Friday following Thanksgiving. A Business Day shall begin at 8:00 a.m. and end at 5:00 p.m. local time for the Party sending the Notice or payment or performing a specified action.
4. "Capacity Attributes" means any and all current or future defined characteristics, certificates, tag, credits, ancillary service attributes, or accounting constructs, howsoever entitled, including any accounting construct counted toward any resource adequacy requirements, attributed to or associated with the Renewable Generating Facility or any unit of generating capacity of the Renewable Generating Facility during the Term.
5. "CEC" means the California Energy Commission.
6. "Commission" means the California Public Utilities Commission.
7. "CPUC" means the California Public Utilities Commission.
8. "Effective Date" has the meaning set forth in Section 17.
9. "Energy Forecast" has the meaning set forth in Appendix E.
10. "ERR" means a generating facility that qualifies as an eligible renewable electric energy resource for purposes of the RPS Legislation.
11. "ERR Requirements", "ERR Status", "ERR/RPS Status Change" and "ERR Warranty" have the meanings set forth in Appendix C.
12. "Excess" means the amount of electric energy, in kWhs, recorded by the SCE Meter whenever the Renewable Generating Facility power output exceeds the load of the Premises identified in Appendix A and Station Use.
13. "FERC" means the Federal Energy Regulatory Commission.
14. "Forecast", "Forecast Requirements" and "Forecast Procedures" have the meanings set forth in Appendix E.
15. "Generating Facility" means Producer's Renewable and Non-renewable Generating Facilities, as more particularly described in Appendix A, together with all materials, equipment systems, structures, features and improvements necessary to produce electric energy at such facility, excluding the Site, land rights and interests in land.
16. "Green Attributes" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Generating Facility

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unit(s) and its displacement of conventional energy generation. Green Attributes include but are not limited to Renewable Energy Credits, as well as:

- (a) Any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO) and other pollutants;
- (b) Any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere;
- (c) The reporting rights to these avoided emissions, including, without limitation, such as Green Tag Reporting Rights; and
- (d) Other tradable rights.

Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser's discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on kWh basis and one Green Tag represents the Green Attributes associated with 1,000 kWh of energy.

Green Attributes do not include:

- (e) Any electric energy, capacity, reliability or other power attributes from the Generating Facility unit(s);
- (f) Production Tax Credits associated with the construction or operation of the Generating Facility and other financial incentives in the form of credits, reductions, or allowances associated with the Generating Facility) that are applicable to a state or federal income taxation obligation;
- (g) Fuel-related subsidies or "tipping fees" that may be paid to Producer to accept certain fuels, or local subsidies received by the Producer for the destruction of particular pre-existing pollutants or the promotion of local environmental benefits; or
- (h) Emission reduction credits encumbered or used by the Generating Facility for compliance with local, state, or federal operating and/or air quality permits.

If the Generating Facility is a biomass or landfill gas facility and Producer receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributable to its fuel usage, it shall provide SCE with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from the Generating Facility.

17. "Gross Power Rating" means the value, in kW, set forth in Section 2.3.

18. "Governmental Authority" means:

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- a) Any federal, state, local, municipal or other government;
 - b) Any governmental, regulatory or administrative agency, commission, or other authority lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; or
 - c) Any court or governmental tribunal.
19. “Interconnect”, “Interconnection” have the meanings set forth in SCE’s Rule 21.
20. “Interconnection Facilities Financing and Ownership Agreement” means that certain agreement between Producer and SCE, dated as of [REDACTED], and attached hereto as Appendix B.
21. “Initial Operation” means the date the Renewable Generating Facility first Interconnects and Operates in parallel with SCE’s Distribution System and the NGOM records electric energy from the Renewable Generating Facility.
22. “ISO” means the California Independent System Operator Corporation or successor entity that dispatches certain generating units and loads and controls the transmission facilities of entities that:
- a) Own, operate and maintain transmission lines and associated facilities or have entitlements to use certain transmission lines and associated facilities; and
 - b) Have transferred to the ISO or its successor entity operational control of such facilities or entitlements.
23. “ISO Tariff” means the California Independent System Operator Corporation Operating Agreement and Tariff, including the rules, protocols, procedures and standards attached thereto, as the same may be amended or modified from time-to-time and approved by FERC.
24. “kW” means a kilowatt (1,000 watts) of electric power.
25. “kWh” means a kilowatt-hour (1,000 watt-hours) of electric energy.
26. “Market Price Referent” or “MPR” means the market price referent applicable to this Agreement as determined by the CPUC in accordance with California Public Utilities Code Section 399.15(c) for the Term as set forth in Section 6.2.
27. “Net Generation Output Meter” or “NGOM” has the meaning set forth in SCE’s Rule 21.
28. “Net Power Rating” is the value Gross Power Rating minus Station Use, in kW. The Net Power Rating shall not exceed 1,500 kW per California Public Utilities Code Section 399.20(h).
29. “Non-renewable Generating Facility” means Producer’s electric generating facility that exists on the Premises identified in Appendix A, but does not comply with the requirements set forth in Appendix C or Appendix D.
30. “Notice” has the meaning set forth in Section 10.1.

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31. "Operate," "Operating" or "Operation" means to provide (or the provision of) all the operation, engineering, purchasing, repair, supervision, training, inspection, testing, protection, use, management, improvement, replacement, refurbishment, retirement, and maintenance activities associated with operating the Generating Facility in accordance with Prudent Electrical Practices.
32. "Party" or "Parties" have the meaning set forth in the Preamble.
33. "Permits" means all applications, approvals, authorizations, consents, filings, licenses, orders, permits or similar requirements imposed by any Governmental Authority, or the ISO, in order to develop, construct, operate, maintain, improve, refurbish and retire the Generating Facility or to Schedule and deliver the electric energy produced by the Generating Facility to SCE, including the Authority to Construct permit.
- Permits includes the documentation required by California Public Utilities Code Section 2812(d)1 for Producers subject to Section 2802 for hydroelectric Renewable Generating Facilities.
34. "Point of Common Coupling" has the meaning set forth in SCE's Rule 21.
35. "Producer" has the meaning set forth in the Preamble.
36. "Product" means:
- a) All Excess electric power and energy produced by the Renewable Generating Facility; and
 - b) All associated Environmental Attributes, Capacity Attributes, Renewable Energy Credits and Resource Adequacy Benefits.
37. "Product Price" for this Agreement has the meaning set forth in Section 6.2.
38. "Protective Functions" has the meaning set forth in SCE's Rule 21.
39. "Premises" means all of the real property and apparatus employed in a single enterprise on an integral parcel of land undivided, excepting in the case of industrial, agricultural, oil field, resort enterprises, and public or quasi-public institutions, by a dedicated street, highway, or other public thoroughfare, or a railway. Automobile parking lots constituting a part of and adjacent to a single enterprise may be separated by an alley from the remainder of the premises served.
40. "Prudent Electrical Practices" means those practices, methods and acts that would be implemented and followed by prudent operators of electric energy generating facilities in the Western United States, similar to the Generating Facility, during the relevant time period, which practices, methods and acts, in the exercise of prudent and responsible professional judgment in the light of the facts known at the time the decision was made, could reasonably have been expected to accomplish the desired result consistent with good business practices, reliability and safety.

Prudent Electrical Practices shall include, at a minimum, those professionally responsible practices, methods and acts described in the preceding sentence that comply with manufacturers' warranties, restrictions in this Agreement, and the requirements of Governmental Authorities, WECC standards, the ISO and applicable laws.

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Prudent Electrical Practices shall also include taking reasonable steps to ensure that:

- a) Equipment, materials, resources, and supplies, including spare parts inventories, are available to meet the Generating Facility's needs;
 - b) Sufficient operating personnel are available at all times and are adequately experienced and trained and licensed as necessary to operate the Generating Facility properly and efficiently, and are capable of responding to reasonably foreseeable emergency conditions at the Generating Facility and emergencies whether caused by events on or off the Site;
 - c) Preventive, routine, and non-routine maintenance and repairs are performed on a basis that ensures reliable, long term and safe operation of the Generating Facility, and are performed by knowledgeable, trained, and experienced personnel utilizing proper equipment and tools;
 - d) Appropriate monitoring and testing are performed to ensure equipment is functioning as designed;
 - e) Equipment is not operated in a reckless manner, in violation of manufacturer's guidelines or in a manner unsafe to workers, the general public, or SCE's electric system or contrary to environmental laws, permits or regulations or without regard to defined limitations such as, flood conditions, safety inspection requirements, operating voltage, current, volt ampere reactive (VAR) loading, frequency, rotational speed, polarity, synchronization, and control system limits; and
 - f) Equipment and components designed and manufactured to meet or exceed the standard of durability that is generally used for electric energy generating facilities operating in the Western United States and will function properly over the full range of ambient temperature and weather conditions reasonably expected to occur at the Site and under both normal and emergency conditions.
41. "Public Water or Wastewater Agency" means an Eligible Public Water Agency or Eligible Wastewater Agency as set forth in SCE Tariff schedule WATER.
42. "Renewable Energy Credit" has the meaning set forth in California Public Utilities Code Section 399.12(g), as may be amended from time to time or is further defined or supplemented by law.
43. "Renewable Generating Facility" means all of Producer's electric generating facilities as more particularly described in Appendix A, together with all materials, equipment systems, structures, features and improvements necessary to produce electric energy at such facility, (excluding the Site, land rights and interests in land) located at the Premises identified in Appendix A and complying with the requirements of Appendix C or Appendix D for the entire Term of this Agreement.
44. "Resource Adequacy Benefits" means the rights and privileges attached to the Generating Facility that satisfy any entity's resource adequacy obligations, as those obligations are set forth in any Resource Adequacy Rulings and shall include any local, zonal or otherwise locational attributes associated with the Generating Facility.

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45. "Resource Adequacy Rulings" means CPUC Decisions 04-01-050, 04-10-035, 05-10-042, 06-06-064, 06-07-031 and any subsequent CPUC ruling or decision, or any other resource adequacy laws, rules or regulations enacted, adopted or promulgated by any applicable Governmental Authority, as such decisions, rulings, laws, rules or regulations may be amended or modified from time-to-time during the Term.
46. "RPS Legislation" means the State of California Renewable Portfolio Standard Program, as codified at California Public Utilities Code Section 399.11, et seq.
47. "RPS Requirements" and "RPS Status" have the meanings set forth in Appendix C.
48. "Rule" means Tariff sheets which set forth the application of all rates, charges, and service when such applicability is not set forth in and as part of the rate schedules.
49. "SCE" has the meaning set forth in the Preamble.
50. "SCE Meter" means the SCE owned and Operated electric energy measurement and recording device, commonly called a "billing meter", located at the Point of Common Coupling of the Premises identified in Appendix A.
51. "Schedule," "Scheduled" or "Scheduling" means the action of Producer and SCE, or their designated representatives of notifying, requesting, and confirming to each other the Forecast of electric energy from the Generating Facility being received by SCE at the Net Generation Output Meter.
52. "Schedule WATER" refers to one or more Tariff sheets setting forth the charges and conditions for a customer taking service from SCE under this Tariff who meets the definition of an Eligible Public Water Agency or an Eligible Wastewater Agency who owns and operates an Eligible Renewable Generating Facility, as defined in Schedule WATER. This Tariff is subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.
53. "Site" means the real property on which the Renewable Generating Facility is, or will be located, as further described in Appendix A.
54. "Small Power Producer Qualifying Facility" or "SPP QF" means a facility certified by the FERC as a small power producer and certified by the CEC as an ERR that was in service prior to January 1, 2002.
55. "SPP QF Requirements", "SPP QF Status", "SPP QF Status Change" and "SPP QF Warranty" have the meanings set forth in Appendix D.
56. "Station Use" means the electric energy produced by the Renewable or Non-renewable Generating Facility that is:
- a) Used within the respective Generating Facility to power the lights, motors, control systems and other electrical loads that are necessary for Operation; and
 - b) Consumed within the respective Generating Facility's electric energy distribution system as losses.

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57. "Tariff(s)" mean(s) the entire body of effective rates, rentals, charges, and rules collectively of SCE, as set forth herein, and including title page, preliminary statement, service area maps, rate schedules, list of contracts and deviations, Rules, and sample forms.
58. "Term" has the meaning used in Section 4.1(c).
59. "Term Year" means a twelve (12) month period beginning on the first day of the calendar month following Initial Operation and each successive twelve (12) month period thereafter.
60. "TOU Periods" means the time of use periods for determination of payments as set forth in Appendix G.
61. "WATER" means Water/Wastewater Agency Tariff for Eligible Renewables the SCE Tariff schedule that implements Assembly Bill 1969.
62. "WECC" means the Western Electricity Coordinating Council, the regional reliability council for the Western United States, Southwestern Canada, and Northwestern Mexico.
63. "Web Client" has the meaning set forth in Appendix E.

APPENDIX G

TOU Periods and Energy Allocation Factors

<u>Time of Use Periods ("TOU Periods")</u>			
<i>TOU Period</i>	<i>Summer Jun 1st – Sep 30th</i>	<i>Winter Oct 1st – May 31st</i>	<i>Applicable Days</i>
On-Peak	Noon – 6:00 p.m.	Not Applicable.	Weekdays except Holidays.
Mid-Peak	8:00 a.m. – Noon	8:00 a.m. - 9:00 p.m.	Weekdays except Holidays.
	6:00 p.m. – 11:00 p.m.		Weekdays except Holidays.
Off-Peak	11:00 p.m. – 8:00 a.m.	6:00 a.m. – 8:00 a.m.	Weekdays except Holidays.
		9:00 p.m. – Midnight	Weekdays except Holidays.
	Midnight – Midnight	6:00 a.m. – Midnight	Weekends and Holidays
Super-Off-Peak	Not Applicable.	Midnight – 6:00 a.m.	Weekdays, Weekends and Holidays

<u>Energy Allocation Factors (Factor "B" in Section 6.5)</u>			
<i>Season</i>	<i>TOU Period</i>	<i>Calculation Method</i>	<i>Energy Allocation Factor</i>
Summer	On-Peak	Fixed Value	3.13 (R)
	Mid-Peak	Fixed Value	1.35 (I)
	Off-Peak	Fixed Value	0.75 (I)
Winter	Mid-Peak	Fixed Value	1.00 (R)
	Off-Peak	Fixed Value	0.83 (I)
	Super-Off-Peak	Fixed Value	0.61 (R)

"Holiday" is defined as New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, or Christmas Day.

When any Holiday falls on a Sunday, the following Monday will be recognized as a Holiday. No change will be made for Holidays falling on Saturday.

APPENDIX H

**Summary of Dates, Term and Product Price for this Excess Agreement
(SCE to complete this Appendix after Initial Operation is confirmed.)**

1. The Renewable Generating Facility's date of Initial Operation is .
(SCE to confirm date using NGOM data.)
2. Term of 10 / 15 / 20 Term Years. (Producer to select.)
3. Product Price for this Agreement is \$ 0. per kWh. (SCE to confirm using applicable MPR ruling, Producer's term and Initial Operation date.)



Southern California Edison
Rosemead, California (U 338-E)

Revised Cal. PUC Sheet No. 46376-E
Cancelling Revised Cal. PUC Sheet No. 45141-E

Sheet 1

RENEWABLE AND ALTERNATIVE POWER
CALIFORNIA RENEWABLE ENERGY SMALL TARIFF
CREST EXCESS AGREEMENT

FORM 14-785

(To be inserted by utility)

Advice 2419-E-A

Decision _____

1H9

Issued by

Akbar Jazayeri

Vice President

(To be inserted by Cal. PUC)

Date Filed Jan 20, 2010

Effective Jan 1, 2010

Resolution E-4298

ID Number

This Power Purchase Agreement (“Agreement”) is entered into by and between:

Producer's Name (“Producer”), a
(form of entity & state of registration) (Please verify
corporate name and indicate state of incorporation) an Eligible Customer, and

Southern California Edison Company (“SCE”), a California corporation.

Producer and SCE are sometimes also referred to in this Agreement jointly as “Parties” or individually as “Party.” All capitalized terms set forth herein shall have the meanings ascribed to them in Section 14.5.

1. RECITALS.

1.1 This Agreement provides for Producer to Interconnect and Operate a Renewable Generating Facility in parallel with SCE’s Distribution System. This Agreement requires the Producer to be a retail customer and to obtain retail electrical service from SCE to serve all the electrical loads, net of the Renewable Generating Facility, at the Premises identified in Appendix A. This Agreement also provides for Producer to sell Excess electric energy produced by the Renewable Generating Facility directly to SCE provided the Renewable Generating Facility satisfies the Eligible Renewable Resource Facility Requirements as set forth in Appendix C, or the Small Power Producer Qualifying Facility Requirements and the Eligible Renewable Resource Facility Requirements set forth in Appendix D. This Agreement does not constitute an agreement by SCE to provide retail electrical service to Producer. Such arrangements must be made separately between SCE and Producer.

1.2 In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

2. SUMMARY AND DESCRIPTION OF RENEWABLE GENERATING FACILITY

2.1 A description of the Renewable Generating Facility, including a summary of its significant components, a drawing showing the general arrangement of the Producer’s Renewable Generating Facility, and a single-line diagram illustrating the Interconnection of the Renewable Generating Facility and loads with SCE’s Distribution System, is attached hereto and incorporated herein as Appendix A.

2.2 Name and address used by SCE to locate the electric Service Account(s) and Premises used to Interconnect the Renewable Generating Facility with SCE’s Distribution System:

Service Account (if known)

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- 2.3 The Gross Power Rating of the Renewable Generating Facility is [REDACTED] kW.
(a) This Gross Power Rating is based on: **(check one)**
 generator nameplate; or **(insert for solar: inverter rating)**
 prime mover nameplate; or **(insert for solar: solar array rating)**
 renewable fuel availability.
- 2.4 The Net Power Rating of the Renewable Generating Facility is [REDACTED] kW.
(This value may not exceed 1,500 kW.)
- 2.5 The maximum (instantaneous) level of power that may be exported through the Point of Common Coupling by the Renewable Generating Facility to SCE's Distribution System is [REDACTED] kW. **Please supply estimate!**
- 2.6 The annual energy production of the Renewable Generating Facility, net of Station Use, measured by the NGOM is expected to be [REDACTED] kWh. **Please supply estimate!**
- 2.7 The annual energy exported through the Point of Common Coupling from the Producer's Premises identified in Appendix A beyond Producer's use is expected to be [REDACTED] kWh. **Please supply estimate!**
- 2.8 The Renewable Generating Facility's expected date of Initial Operation is [REDACTED]. The actual date of Initial Operation shall be within 18 months of the last date entered in Section 17 of this Agreement.
- 2.9 Producer hereby represents and warrants that the Renewable Generating Facility:
Please check all that apply.
- (a) **Does** meet with the requirements for "Eligible Renewable Resource" as such term is used in Section 399.11 et seq. of the California Public Utilities Code.
- (b) **Does** meet with both the requirements for "Cogeneration" as such term is used in Section 216.6 of the California Public Utilities Code and with the requirements for "Eligible Renewable Resource" as such term is used in Section 399.11 et seq. of the California Public Utilities Code.
- (c) **Does** meet with both the requirements for a Small Power Producer Qualifying Facility pursuant to the regulations of the Federal Energy Regulatory Commission (18 Code of Federal Regulations Part 292, Section 292.203 et seq.) implementing the Public Utility Regulatory Policies Act of 1978 as Amended by the Energy Policy Act of 2005 and with the requirements for "Eligible Renewable Resource" as such term is used in Section 399.11 et seq. of the California Public Utilities Code.

3. DOCUMENTS INCLUDED; DEFINED TERMS

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

Appendix A - Description of Renewable Generating Facility and Single-Line Diagram
(Supplied by Producer)

Appendix B - A copy of Interconnection Facilities Financing and Ownership Agreement, if applicable (Supplied by SCE)

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- Appendix C - Producer's warranty that the Renewable Generating Facility meets with the requirements for "Eligible Renewable Resource" as defined in Section 399.11 et seq. of the California Public Utilities Code, if applicable.
- Appendix D - Producer's warranty that the Renewable Generating Facility, prior to January 1, 2002 met and continues to meet with the requirements for both a Small Power Producer Qualifying Facility pursuant to the regulations of the Federal Energy Regulatory Commission (18 Code of Federal Regulations Part 292, Section 292.203 et seq.) implementing the Public Utility Regulatory Policies Act of 1978 as Amended by the Energy Policy Act of 2005 and "Eligible Renewable Resource" as defined in Section 399.11 et seq. of the California Public Utilities Code, if applicable.
- Appendix E - Forecast Requirements for Generating Facilities that have a Net Power Rating greater or equal to 500 kW
- Appendix F - Definitions
- Appendix G - TOU Periods and Energy Allocation Factors
- Appendix H - Summary of Dates, Term and Product Price for this Agreement

4. TERM AND TERMINATION

- 4.1 This Agreement shall become effective on the Effective Date. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:
 - (a) A termination date agreed to in writing by the Parties.
 - (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 Producer's Renewable Generating Facility is interconnected to SCE's Distribution System is closed or terminated.
 - (c) At 12:01 A.M. on the day following the completion of: **(check one)**
 10 / 15 / 20 Term Years from Initial Operation per Section 2.8.
- 4.2 SCE may elect to terminate this Agreement at 12:01 A.M. on the 61st day after SCE provides written Notice pursuant to Section 10 of this Agreement to the Producer of SCE's intent to terminate this Agreement 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, any of which materially alters or otherwise materially affects SCE's ability or obligation to perform SCE's duties under this Agreement;
 - (b) Producer fails to take all corrective actions specified in any SCE Notice, within the time frame set forth in such Notice, that Producer's Renewable Generating Facility is out of compliance with the terms of this Agreement;
 - (c) Producer fails to Interconnect and Operate a generator within the Renewable Generating Facility, in accordance with the terms and conditions set forth in this Agreement, within one hundred and twenty (120) days after SCE delivers electric energy for Station Use; or

(d) SCE shall deem the Renewable Generating Facility to be abandoned if SCE provides a Notice to Producer advising Producer of SCE's determination, in its reasonable discretion, that the Renewable Generating Facility is non-operational for any of the following reasons:

- (1) Producer abandons the Renewable Generating Facility;
- (2) Output from the Renewable Generating Facility ceases for 12 consecutive months; or
- (3) Producer fails to achieve Initial Operation within 18 months of the Effective Date; and

Producer does not provide a substantive response to such Notice affirming Producer's intent and ability to continue to Operate the Renewable Generating Facility within 15 days of such Notice.

4.3 Any agreements attached hereto and incorporated herein shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

5. RENEWABLE GENERATING FACILITY OPERATION

5.1 Producer is responsible for Operating the Renewable Generating Facility in compliance with all of SCE Tariffs, including but not limited to Rule 21, and any other regulations and laws governing the Interconnection of the Renewable Generating Facility.

5.2 The Renewable Generating Facility Net Power Rating shall be less than or equal to 1,500 kW.

5.3 Producer shall not deliver reactive power to SCE's Distribution System unless the Parties have otherwise agreed in writing.

5.4 The Renewable Generating Facility shall be Operated with all of Producer's Protective Functions in service and in accordance with Prudent Electrical Practices whenever the Renewable Generating Facility 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.

5.5 For a Renewable Generating Facility having a Net Power Rating equal to or greater than 500 kW, the Parties shall comply with the forecasting provisions of Appendix E.

5.6 SCE shall have ingress and egress to examine the Site and Generating Facility for purposes connected with this Agreement.

6. BILLING AND PAYMENT

6.1 The amount of energy purchased under this Agreement shall be determined by electrical meters and equipment owned, Operated, and maintained by SCE.

6.2 The Product Price, as set forth in Section 3 of Appendix H, shall equal the Market Price Referent ("MPR") most recently determined by the Commission prior to the Effective Date, using the project on-line year in which the date of actual Initial Operation occurs as described in Appendix H, and the Term as elected in Section 4.1(c).

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Adopted 2009 Market Price Referents					(N)
(Nominal - dollars/kWh)					
Resource Type	10-Year	15-Year	20-Year	25-Year	
2010 Baseload MPR	0.08448	0.09066	0.09674	0.10020	
2011 Baseload MPR	0.08843	0.09465	0.10098	0.10442	
2012 Baseload MPR	0.09208	0.09852	0.10507	0.10852	
2013 Baseload MPR	0.09543	0.10223	0.10898	0.11245	
2014 Baseload MPR	0.09872	0.10593	0.11286	0.11636	
2015 Baseload MPR	0.10168	0.10944	0.11647	0.12002	
2016 Baseload MPR	0.10488	0.11313	0.12020	0.12378	
2017 Baseload MPR	0.10834	0.11695	0.12404	0.12766	
2018 Baseload MPR	0.11204	0.12090	0.12800	0.13165	
2019 Baseload MPR	0.11598	0.12499	0.13209	0.13575	
2020 Baseload MPR	0.12018	0.12922	0.13630	0.13994	
2021 Baseload MPR	0.12465	0.13359	0.14064	0.14424	(N)

6.3 Producer agrees to sell all Excess electric energy produced by the Renewable Generating Facility as specified herein in Section 6.4 below and all Green Attributes, Capacity Attributes and Resource Adequacy Benefits (collectively, the “Attributes”) associated with the energy sold to SCE.

6.4 SCE shall pay Producer for all Attributes and all Excess electric energy measured by the SCE Meter located as shown on the Single-Line Diagram of Appendix A.

6.5 For the purpose of calculating monthly payments, the amount of Excess electric energy measured by the SCE Meter shall be time-differentiated according to the time period and season of the receipt of Product by SCE from Producer (“TOU Periods”) and the pricing shall be weighted by the Energy Allocation Factors set forth in Appendix G.

As set forth in Appendix G, TOU Periods for the winter season shall be mid-peak, off-peak and super off-peak and TOU Periods for the summer season shall be on-peak, mid-peak and off-peak.

The monthly payment shall equal the sum of the monthly TOU Period payments for all TOU Periods in the month. Each monthly TOU Period payment shall be calculated pursuant to the following formula, where “n” is the TOU Period being calculated:

$$\text{TOU PERIOD}_n \text{ PAYMENT} = A \times B \times C$$

Where:

A = Product Price specified in Appendix H in \$/kWh.

B = Energy Allocation Factor, set forth in Appendix G, for the TOU Period being calculated.

C = The sum of Excess energy recorded by the SCE Meter in all hours for the TOU Period being calculated in kWh.

6.6 SCE shall use net generation output amounts measured by the NGOM for purposes of billing the Producer in accordance with SCE’s applicable departing load Tariff rate schedule(s), if applicable.

6.7 SCE shall determine the amount of energy received by SCE pursuant to this Agreement for each monthly period and provide a statement to Producer approximately thirty (30) days after each monthly meter reading date.

6.8 SCE shall not be obligated to issue a payment to Producer until the amount due for the energy received pursuant to this Agreement exceeds one thousand dollars (\$1000), except that SCE

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shall pay all amounts due to Producer pursuant to this Agreement at least once per calendar year no later than 30 days after the end of the calendar year.

- 6.9 Unless otherwise agreed in writing by the Parties, any payment due for Product received under this Agreement shall be satisfied by SCE issuing a check to Producer. Alternatively, SCE reserves the right, but shall not be obligated to apply any amount owed to Producer toward any amounts due to SCE from Producer for any charges incurred under this Agreement or for past due bills for electric service or for SCE services.
- 6.10 In the event adjustments to SCE's payments are required as a result of inaccurate metering equipment, SCE shall determine the correct amount of energy received under this Agreement during the period of inaccuracy and recompute the amount due to or from Producer. Any refund due and payable to SCE or due by SCE to Producer resulting from inaccurate metering shall be made within thirty (30) calendar days of SCE's Notice to Producer by SCE of the amount due.
- 6.11 Monthly charges, if any, associated with Interconnection Facilities shall be billed and paid pursuant to the applicable Interconnection Facilities Financing and Ownership Agreement in Appendix B and monthly charges, if any, associated with electric service provided by SCE shall be billed and paid pursuant to the applicable Tariffs filed by SCE with the Commission.

7. INTERCONNECTION FACILITIES

- 7.1 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 Producer's Renewable Generating Facility.
- 7.2 Producer shall be solely responsible for the costs, design, purchase, construction, Operation, and maintenance of the Interconnection Facilities that Producer owns.
- 7.3 If the provisions of SCE's Rule 21, or any other Tariff approved by the Commission, require SCE to own and operate a portion of the Interconnection Facilities, Producer and SCE shall promptly execute an Interconnection Facilities Financing and Ownership 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.

8. 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.

9. INSURANCE

- 9.1 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:
- (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Power Rating of Producer's Renewable Generating Facility is greater than one hundred (100) kW;
 - (b) One million dollars (\$1,000,000) for each occurrence if the Gross Power Rating of Producer's Renewable Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; and
 - (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Power

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Rating of Producer's Renewable Generating Facility is twenty (20) kW or less.

- (d) Two hundred thousand dollars (\$200,000) for each occurrence if the Gross Power Rating of Producer's Renewable Generating Facility is ten (10) kW or less and Producer's Renewable Generating Facility is connected to an account receiving residential service from SCE.

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."

- 9.2 The general liability insurance required in Section 9.1 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.
- 9.3 If Producer's Renewable Generating Facility is connected to an account receiving residential service from SCE and the requirement of Section 9.2(a) prevents Producer from obtaining the insurance required in Section 9.1, then upon Producer's written Notice to SCE in accordance with Section 10.1, the requirements of Section 9.2(a) shall be waived.
- 9.4 Evidence of the insurance required in Section 9.2 shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by SCE.
- 9.5 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.
- 9.6 If Producer is self-insured with an established record of self-insurance, Producer may comply with the following in lieu of Sections 9.1 through 9.4:
- (a) Producer shall provide to SCE, at least thirty (30) calendar days prior to the date of Initial Operation, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required under Section 9.1.
- (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 9.1.
- 9.7 All insurance certificates, statements of self insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued, clearly labeled with agreement ID number and submitted to the following:

Southern California Edison Company

Attention: Vice President, Renewable & Alternative Power

Address: 2244 Walnut Grove Avenue

P.O.: Box: 800

City: Rosemead, CA 91770

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10. NOTICES

10.1 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: Vice President, Renewable & Alternative Power
Address: 244 Walnut Grove Avenue
P.O.: Box 800
City: Rosemead, CA 91770
Phone: (626) 302-1212
FAX: (626) 302-9622

If to Producer: Producer Name: _____
Address: _____
City: _____
Phone: () _____
FAX: () _____

10.2 A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 10.1.

10.3 All Notices must reference the agreement ID number set forth on the first page of this Agreement.

10.4 Notices (other than forecasts and schedules) shall, unless otherwise specified herein, be in writing and may be delivered in person, United States mail or overnight courier service.

10.5 Notice by hand delivery shall be effective at the close of business on the day actually received, if received during business hours on a Business Day, and otherwise shall be effective at the close of business on the next Business Day, unless a different date for the Notice to go into effect is stated in another section of this Agreement.

10.6 Notice by overnight United States mail or courier shall be effective on the next Business Day after it was sent.

10.7 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 Notice provided in accordance herewith.

11. REVIEW OF RECORDS AND DATA

11.1 SCE shall have the right to review and obtain copies of Producer's operations and maintenance records, logs, or other information such as, but not limited to, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Producer's Renewable Generating Facility or its Interconnection with SCE's Distribution System.

11.2 Producer authorizes SCE to release to the CEC and/or the Commission information regarding the Renewable Generating Facility, including the Producer's name and location, and the size, location and operational characteristics of the Renewable Generating Facility, the Term, the ERR type, the Initial Operation Date and the Net Power Rating of the Renewable Generating Facility, as requested from time to time pursuant to the CEC's or Commission's rules and regulations.

12. ASSIGNMENT

Producer shall not voluntarily assign its rights nor delegate its duties under this Agreement without SCE's prior 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.

13. 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.

14. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF SCE's TARIFF RATE SCHEDULES, DEFINED TERMS

14.1 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 of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction. Each Party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this Agreement.

14.2 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.

14.3 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 www.sce.com or by request to SCE and are incorporated by reference into this Agreement.

14.4 Notwithstanding any other provisions of this Agreement, SCE shall have the right to unilaterally file with the Commission an application for change in rates, charges, classification, service, Tariffs or any agreement relating thereto; pursuant to the Commission's rules and regulations.

14.5 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, Appendix F; in SCE's Rule 1 or Rule 21, Section H; or SCE's Schedule WATER. If any term is defined in both Rule 1 and Rule 21, the definition in Rule 21 shall prevail. If any term is defined in both Schedule WATER and this Agreement, the definition in Schedule WATER shall prevail.

15. AMENDMENTS AND MODIFICATION

This Agreement can only be amended or modified by a written agreement signed by both Parties.

16. ENTIRE AGREEMENT

This Agreement, including any incorporated Tariffs and Rules, 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 and Rules.

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17. 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 ("Effective Date") as of the last date set forth below.

PRODUCER'S NAME

SOUTHERN CALIFORNIA
EDISON COMPANY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: Vice President of Renewable &
Alternative Power

Date: _____

Date: _____

**APPENDIX A
DESCRIPTION OF RENEWABLE AND NON-RENEWABLE GENERATING FACILITY
AND SINGLE-LINE DIAGRAM
(Provided by Producer)**

**APPENDIX B
(If Applicable)
INTERCONNECTION FACILITIES FINANCING AND OWNERSHIP AGREEMENT
(Provided by SCE)**

APPENDIX C

(Generating Facilities in service after January 1, 2002)

**PRODUCER'S WARRANTY THAT THE RENEWABLE GENERATING FACILITY
IS AND WILL CONTINUE TO BE AN
"ELIGIBLE RENEWABLE RESOURCE" PURSUANT TO SECTION 399.11 et seq. OF THE
CALIFORNIA PUBLIC UTILITIES CODE AND THAT THE OUTPUT WILL COMPLY WITH THE
CALIFORNIA RENEWABLE PORTFOLIO STANDARDS ("ERR/RPS Warranty")**

For the purpose of selling power produced by the Generating Facility pursuant to Assembly Bill 1969, under Section 399.20 et seq. of the California Public Utilities Code, Producer hereby declares that the Renewable Generating Facility complies with the requirements for "Eligible Renewable Resource" as such term is used in Section 399.11 et seq. of the California Public Utilities Code ("ERR Requirements") and that the output from the Generating Facility complies with the requirements of the California Renewables Portfolio Standards ("RPS Requirements").

Producer warrants that, beginning on the date of Initial Operation and continuing throughout the Term of this Agreement, its Renewable Generating Facility shall continue to comply with the ERR Requirements and RPS Requirements. If Producer becomes aware that the Renewable Generating Facility or its output has ceased to comply with the ERR Requirements or RPS Requirements, Producer shall promptly provide SCE with Notice of such change pursuant to Section 10 of the Agreement. If at any time during the Term of this Agreement SCE determines in its reasonable discretion that Producer's Renewable Generating Facility may no longer comply with the ERR Requirements or RPS Requirements, SCE may require Producer to provide evidence that the Renewable Generating Facility continues to comply with the ERR Requirements and RPS Requirements within 15 business days of SCE's Notice requesting such evidence. Additionally, SCE may periodically (typically, once per year) inspect Producer's Renewable Generating Facility and/or require documentation from Producer to monitor the Renewable Generating Facility's compliance with the ERR Requirements and RPS Requirements. If SCE determines in its reasonable judgment that Producer either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Renewable Generating Facility continues to comply with the ERR Requirements or RPS Requirements, then the Eligible Renewable Resource Status (the "ERR Status") or Renewables Portfolio Standard Status (the "RPS Status") of the Renewable Generating Facility shall be deemed ineffective until such time as Producer again demonstrates to SCE's reasonable satisfaction that the Renewable Generating Facility complies with the requirements for a Eligible Renewable Resource Generation Facility or RPS Requirements (the "ERR/RPS Status Change").

SCE shall revise its records and the administration of this Agreement to reflect the ERR/RPS Status Change and provide Notice to Producer of the ERR/RPS Status Change pursuant to Section 10 of this Agreement. Such Notice shall specify the effective date of the ERR/RPS Status Change. This date shall be the first day of the calendar month for which SCE determines in its sole discretion that the Renewable Generating Facility first ceased to comply with the ERR Requirements or RPS Requirements. SCE's Notice shall include an invoice for the refund of payments that were made to Producer during the period between the effective date of the ERR/RPS Status Change and the date of the last Notice in reliance upon Producer's representations that the Renewable Generating Facility complied with the ERR Requirements and RPS Requirements and therefore was eligible to sell power to SCE as a result of satisfying the ERR Requirements and RPS Requirements.

During the period when the ERR Status or RPS Status is deemed to be ineffective, SCE shall not pay Producer for Product. Notwithstanding the foregoing, to the extent a change in law occurs after execution of this Agreement that causes the warranty contained in this Appendix C to be materially false or misleading, Producer shall not be in default of this Agreement if Producer has used commercially reasonable efforts to comply with such change in law.

Any amounts to be paid or refunded by Producer, as may be invoiced by SCE pursuant to the terms of this ERR Warranty, shall be paid to SCE within 30 days of Producer's receipt of such invoice.

APPENDIX D

(Generating Facilities in service prior to January 1, 2002)

**PRODUCER'S WARRANTY THAT THE RENEWABLE GENERATING FACILITY
WAS AND WILL CONTINUE TO BE BOTH A "SMALL POWER PRODUCER QUALIFYING FACILITY"
PURSUANT TO THE POLICIES AND PRACTICES OF THE FEDERAL ENERGY REGULATORY
COMMISSION AND AN "ELIGIBLE RENEWABLE RESOURCE" PURSUANT TO SECTION 399.11 et seq.
OF THE CALIFORNIA PUBLIC UTILITIES CODE ("SPP QF Warranty")**

For the purpose of selling power produced by the Generating Facility pursuant to Assembly Bill 1969, under Section 399.20 et seq. of the California Public Utilities Code, Producer hereby declares that the Renewable Generating Facility prior to January 1, 2002 complied with the requirements and for the Term of this Agreement shall continue to comply with both the requirements for a Small Power Producer "Qualifying Facility" as such term is used in 18 Code of Federal Regulations Part 292, Section 292.203 et seq. implementing the Public Utility Regulatory Policies Act of 1978 as amended by the Energy Policy Act of 2005 and the requirements for "Eligible Renewable Resource", applicable for resources in service prior to January 1, 2002, as such term is used in Section 399.11 et seq. of the California Public Utilities Code ("SPP QF Requirements").

Producer warrants that, beginning on the date of Initial Operation and continuing throughout the Term of this Agreement, the Renewable Generating Facility shall continue to comply with such SPP QF Requirements. If Producer becomes aware that its Renewable Generating Facility has ceased to comply with the SPP QF Requirements, Producer shall promptly provide SCE with Notice of such change pursuant to Section 10 of the Agreement. If at any time during the Term of this Agreement SCE determines in its reasonable discretion that Producer's Renewable Generating Facility may no longer comply with the SPP QF Requirements, SCE may require Producer to provide evidence that the Renewable Generating Facility continues to comply with the SPP QF Requirements within 15 business days of SCE's Notice requesting such evidence. Additionally, SCE may periodically (typically, once per year) inspect Producer's Renewable Generating Facility and/or require documentation from Producer to monitor the Renewable Generating Facility's compliance with the SPP QF Requirements. If SCE determines in its reasonable judgment that Producer either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Renewable Generating Facility continues to comply with the SPP QF Requirements, then the Small Power Producer Qualifying Facility Status (the "SPP QF Status") of the Renewable Generating Facility shall be deemed ineffective until such time as Producer again demonstrates to SCE's reasonable satisfaction that the Renewable Generating Facility complies with the requirements for a Small Power Producer Qualifying Facility (the "SPP QF Status Change").

SCE shall revise its records and the administration of this Agreement to reflect the SPP QF Status Change and provide Notice to Producer of the SPP QF Status Change pursuant to Section 10 of this Agreement. Such Notice shall specify the effective date of the SPP QF Status Change. This date shall be the first day of the calendar month for which SCE determines in its sole discretion that the Renewable Generating Facility first ceased to comply with the SPP QF Requirements. SCE's Notice shall include an invoice for the refund of payments that were made to Producer during the period between the effective date of the SPP QF Status Change and the date of the last Notice in reliance upon Producer's representations that the Renewable Generating Facility complied with the SPP QF Requirements and therefore was eligible to sell power to SCE as a result of satisfying the SPP QF Requirements.

During the period when the SPP QF Status is deemed to be ineffective, SCE shall not pay Producer for Product.

Any amounts to be paid or refunded by Producer, as may be invoiced by SCE pursuant to the terms of this SPP QF Warranty, shall be paid to SCE within 30 days of Producer's receipt of such invoice.

APPENDIX E

**Forecast Requirements
for Generating Facilities that have a Net Power Rating greater or equal to 500 kW**

1. Introduction.

The Parties shall abide by the Forecast requirements and procedures described below and shall make reasonable changes to these requirements and procedures from time-to-time, as necessary to:

- (a) Comply with ISO Tariff changes or Commission orders; and
- (b) Accommodate changes to their respective generation technology and organizational structure.

2. Procedures.

(a) Weekly Forecasting Procedures.

(i) Producer's Forecasting Responsibilities.

Producer must meet all of the following requirements specified below:

- (1) Beginning the Wednesday prior to the planned Initial Operation of the Renewable Generating Facility, Producer will electronically provide SCE with an Energy Forecast for the next calendar week, by no later than 5 PM Wednesday of the week preceding the week covered by the Energy Forecast.

The Energy Forecast submitted to SCE shall:

- a) Include all Excess electric energy that is to be received by SCE through the Point of Common Coupling.
 - b) If Excess electric energy amounts are zero within an hour Producer shall submit zero for that hour.
 - c) Be constructed using file formats, templates, and naming conventions agreed to by the Parties.
 - d) Include Producer's contact information.
 - e) Be sent to presched@sce.com with a copy to electrade@sce.com or through SCE-provided software, or as otherwise instructed by SCE.
 - f) Limit hour-to-hour forecast changes to no less than one hundred (100) kW.
- (2) If Producer revises any Energy Forecast submitted pursuant to Item 2(a)(i)(1) the revision in the Energy Forecast shall be communicated by Producer to SCE's Day-Ahead Group no later than 8:30 a.m. the day prior to the effective date of the revision.

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Producer shall contact SCE's Day-Ahead Group at:

Scheduling Desk:

Phone: (626) 307-4420

Backup: (626) 307-4425

Fax: (626) 307-4413

Email: presched@sce.com

- (3) If Producer revises any Energy Forecast submitted pursuant to Item 2(a)(i)(1) or Item 2(a)(i)(2) the revision in the Energy Forecast shall be communicated by Producer to SCE's Real-Time Group no later than one half (½) hour prior to the ISO's Hour-Ahead scheduling deadline.

Producer shall contact SCE's Real-Time Group at:

Operations Desk:

Phone: (626) 307-4453

Back-up: (626) 307-4410

Fax: (626) 307-4416

Email: presched@sce.com

(b) 30-Day Forecasting Procedures.

Producer must meet all of the following requirements for Forecasting electric energy to be received by SCE from the Producer as specified below.

- (i) In addition to the requirements set forth in Item 2(a) above, Producer shall electronically provide SCE with a rolling 30-day Energy Forecast, beginning at least thirty (30) days prior to commencement of the Term.

These files shall:

- (1) Be constructed using reasonable file formats, templates, and naming conventions agreed to by the Parties.
 - (2) Include Producer's contact information.
 - (3) Be sent to esmstpoutage@sce.com with a copy to presched@sce.com or through SCE-provided software, or as otherwise instructed by SCE.
 - (4) Limit hour-to-hour forecast changes to no less than one hundred (100) kW.
- (ii) Producer shall update the rolling 30-day hourly forecast weekly by 5:00 PM each Wednesday and send to esmstpoutage@sce.com with a copy to presched@sce.com or use an SCE provided web client (the "Web Client") if it is available.

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- (iii) If Producer learns of any inaccuracies in its most recently submitted 30-day hourly Energy Forecast affecting the period between the date Producer learns of the inaccuracy and the date that the next updated 30-day hourly Energy Forecast is due, Producer shall promptly send an updated Energy Forecast, to esmstpoutage@sce.com with a copy to presched@sce.com or use an SCE provided web client (the "Web Client") if it is available.

3. Outage Scheduling Procedures.

Producer shall be responsible for all costs associated with all requirements and timelines for generation outage Scheduling contained in the Producer's otherwise applicable retail Tariff and applicable ISO Tariffs.

APPENDIX F

Definitions

The following terms shall have the following meaning for purposes of this Agreement.

1. "Agreement" has the meaning set forth in the Preamble.
2. "Attributes" has the meaning set forth in Section 6.3.
3. "Business Day" means any day except a Saturday, Sunday, a Federal Reserve Bank holiday, or the Friday following Thanksgiving. A Business Day shall begin at 8:00 a.m. and end at 5:00 p.m. local time for the Party sending the Notice or payment or performing a specified action.
4. "Capacity Attributes" means any and all current or future defined characteristics, certificates, tag, credits, ancillary service attributes, or accounting constructs, howsoever entitled, including any accounting construct counted toward any resource adequacy requirements, attributed to or associated with the Renewable Generating Facility or any unit of generating capacity of the Renewable Generating Facility during the Term.
5. "CEC" means the California Energy Commission.
6. "Commission" means the California Public Utilities Commission.
7. "CPUC" means the California Public Utilities Commission.
8. "CREST" means California Renewable Energy Small Tariff the SCE Tariff schedule that expands Tariff Schedule WATER to Eligible Customers.
9. "Effective Date" has the meaning set forth in Section 17.
10. "Eligible Customer" has the meaning set forth in Tariff Schedule CREST.
11. "Energy Forecast" has the meaning set forth in Appendix E.
12. "ERR" means a generating facility that qualifies as an eligible renewable electric energy resource for purposes of the RPS Legislation.
13. "ERR Requirements", "ERR Status", "ERR/RPS Status Change" and "ERR Warranty" have the meanings set forth in Appendix C.
14. "Excess" means the amount of electric energy, in kWhs, recorded by the SCE Meter whenever the Renewable Generating Facility power output exceeds the load of the Premises identified in Appendix A and Station Use.
15. "FERC" means the Federal Energy Regulatory Commission.
16. "Forecast", "Forecast Requirements" and "Forecast Procedures" have the meanings set forth in Appendix E.

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17. "Generating Facility" means Producer's Renewable and Non-renewable Generating Facilities, as more particularly described in Appendix A, together with all materials, equipment systems, structures, features and improvements necessary to produce electric energy at such facility, excluding the Site, land rights and interests in land.
18. "Green Attributes" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Generating Facility unit(s) and its displacement of conventional energy generation. Green Attributes include but are not limited to Renewable Energy Credits, as well as:
- (a) Any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants;
 - (b) Any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere;
 - (c) The reporting rights to these avoided emissions, including, without limitation, such as Green Tag Reporting Rights; and
 - (d) Other tradable rights.

Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser's discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on kWh basis and one Green Tag represents the Green Attributes associated with 1,000 kWh of energy.

Green Attributes do not include:

- (e) Any electric energy, capacity, reliability or other power attributes from the Generating Facility unit(s);
- (f) Production Tax Credits associated with the construction or operation of the Generating Facility and other financial incentives in the form of credits, reductions, or allowances associated with the Generating Facility)that are applicable to a state or federal income taxation obligation;
- (g) Fuel-related subsidies or "tipping fees" that may be paid to Producer to accept certain fuels, or local subsidies received by the Producer for the destruction of particular pre-existing pollutants or the promotion of local environmental benefits; or
- (h) Emission reduction credits encumbered or used by the Generating Facility for compliance with local, state, or federal operating and/or air quality permits.

If the Generating Facility is a biomass or landfill gas facility and Producer receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributable to its fuel usage, it shall provide SCE with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from the Generating Facility

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19. "Gross Power Rating" means the value, in kW, set forth in Section 2.3.
20. "Governmental Authority" means:
- a) Any federal, state, local, municipal or other government;
 - b) Any governmental, regulatory or administrative agency, commission, or other authority lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; or
 - c) Any court or governmental tribunal.
21. "Interconnect", "Interconnection" have the meanings set forth in SCE's Rule 21.
22. "Interconnection Facilities Financing and Ownership Agreement" means that certain agreement between Producer and SCE, dated as of [REDACTED], and attached hereto as Appendix B.
23. "Initial Operation" means the date the Renewable Generating Facility first Interconnects and Operates in parallel with SCE's Distribution System and the NGOM records electric energy from the Renewable Generating Facility.
24. "ISO" means the California Independent System Operator Corporation or successor entity that dispatches certain generating units and loads and controls the transmission facilities of entities that:
- a) Own, operate and maintain transmission lines and associated facilities or have entitlements to use certain transmission lines and associated facilities; and
 - b) Have transferred to the ISO or its successor entity operational control of such facilities or entitlements.
25. "ISO Tariff" means the California Independent System Operator Corporation Operating Agreement and Tariff, including the rules, protocols, procedures and standards attached thereto, as the same may be amended or modified from time-to-time and approved by FERC.
26. "kW" means a kilowatt (1,000 watts) of electric power.
27. "kWh" means a kilowatt-hour (1,000 watt-hours) of electric energy.
28. "Market Price Referent" or "MPR" means the market price referent applicable to this Agreement as determined by the CPUC in accordance with California Public Utilities Code Section 399.15(c) for the Term as set forth in Section 6.2.
29. "Net Generation Output Meter" or "NGOM" has the meaning set forth in SCE's Rule 21.
30. "Net Power Rating" is the value Gross Power Rating minus Station Use, in kW. The Net Power Rating shall not exceed 1,500 kW per California Public Utilities Code Section 399.20(h).
31. "Non-renewable Generating Facility" means Producer's electric generating facility that exists on the Premises identified in Appendix A, but does not comply with the requirements set forth in Appendix C or Appendix D.

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32. "Notice" has the meaning set forth in Section 10.1.
33. "Operate," "Operating" or "Operation" means to provide (or the provision of) all the operation, engineering, purchasing, repair, supervision, training, inspection, testing, protection, use, management, improvement, replacement, refurbishment, retirement, and maintenance activities associated with operating the Generating Facility in accordance with Prudent Electrical Practices.
34. "Party" or "Parties" have the meaning set forth in the Preamble.
35. "Permits" means all applications, approvals, authorizations, consents, filings, licenses, orders, permits or similar requirements imposed by any Governmental Authority, or the ISO, in order to develop, construct, operate, maintain, improve, refurbish and retire the Generating Facility or to Schedule and deliver the electric energy produced by the Generating Facility to SCE, including the Authority to Construct permit.
- Permits includes the documentation required by California Public Utilities Code Section 2812(d)1 for Producers subject to Section 2802 for hydroelectric Renewable Generating Facilities.
36. "Point of Common Coupling" has the meaning set forth in SCE's Rule 21.
37. "Producer" has the meaning set forth in the Preamble.
38. "Product" means:
- a) All Excess electric power and energy produced by the Renewable Generating Facility; and
 - b) All associated Environmental Attributes, Capacity Attributes, Renewable Energy Credits and Resource Adequacy Benefits.
39. "Product Price" for this Agreement has the meaning set forth in Section 6.2.
40. "Protective Functions" has the meaning set forth in SCE's Rule 21.
41. "Premises" means all of the real property and apparatus employed in a single enterprise on an integral parcel of land undivided, excepting in the case of industrial, agricultural, oil field, resort enterprises, and public or quasi-public institutions, by a dedicated street, highway, or other public thoroughfare, or a railway. Automobile parking lots constituting a part of and adjacent to a single enterprise may be separated by an alley from the remainder of the premises served.
42. "Prudent Electrical Practices" means those practices, methods and acts that would be implemented and followed by prudent operators of electric energy generating facilities in the Western United States, similar to the Generating Facility, during the relevant time period, which practices, methods and acts, in the exercise of prudent and responsible professional judgment in the light of the facts known at the time the decision was made, could reasonably have been expected to accomplish the desired result consistent with good business practices, reliability and safety.

Prudent Electrical Practices shall include, at a minimum, those professionally responsible practices, methods and acts described in the preceding sentence that comply with manufacturers' warranties, restrictions in this Agreement, and the requirements of Governmental Authorities, WECC standards, the ISO and applicable laws.

Prudent Electrical Practices shall also include taking reasonable steps to ensure that:

- a) Equipment, materials, resources, and supplies, including spare parts inventories, are available to meet the Generating Facility's needs;
 - b) Sufficient operating personnel are available at all times and are adequately experienced and trained and licensed as necessary to operate the Generating Facility properly and efficiently, and are capable of responding to reasonably foreseeable emergency conditions at the Generating Facility and emergencies whether caused by events on or off the Site;
 - c) Preventive, routine, and non-routine maintenance and repairs are performed on a basis that ensures reliable, long term and safe operation of the Generating Facility, and are performed by knowledgeable, trained, and experienced personnel utilizing proper equipment and tools;
 - d) Appropriate monitoring and testing are performed to ensure equipment is functioning as designed;
 - e) Equipment is not operated in a reckless manner, in violation of manufacturer's guidelines or in a manner unsafe to workers, the general public, or SCE's electric system or contrary to environmental laws, permits or regulations or without regard to defined limitations such as, flood conditions, safety inspection requirements, operating voltage, current, volt ampere reactive (VAR) loading, frequency, rotational speed, polarity, synchronization, and control system limits; and
 - f) Equipment and components designed and manufactured to meet or exceed the standard of durability that is generally used for electric energy generating facilities operating in the Western United States and will function properly over the full range of ambient temperature and weather conditions reasonably expected to occur at the Site and under both normal and emergency conditions.
43. "Renewable Energy Credit" has the meaning set forth in California Public Utilities Code Section 399.12(g), as may be amended from time to time or is further defined or supplemented by law.
44. "Renewable Generating Facility" means all of Producer's electric generating facilities as more particularly described in Appendix A, together with all materials, equipment systems, structures, features and improvements necessary to produce electric energy at such facility, (excluding the Site, land rights and interests in land) located at the Premises identified in Appendix A and complying with the requirements of Appendix C or Appendix D for the entire Term of this Agreement.
45. "Resource Adequacy Benefits" means the rights and privileges attached to the Generating Facility that satisfy any entity's resource adequacy obligations, as those obligations are set forth in any Resource Adequacy Rulings and shall include any local, zonal or otherwise locational attributes associated with the Generating Facility.
46. "Resource Adequacy Rulings" means CPUC Decisions 04-01-050, 04-10-035, 05-10-042, 06-06-064, 06-07-031 and any subsequent CPUC ruling or decision, or any other resource adequacy laws, rules or regulations enacted, adopted or promulgated by any applicable Governmental Authority, as such decisions, rulings, laws, rules or regulations may be amended or modified from time-to-time during the Term.

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47. "RPS Legislation" means the State of California Renewable Portfolio Standard Program, as codified at California Public Utilities Code Section 399.11, et seq.
48. "RPS Requirements" and "RPS Status" have the same meanings set forth in Appendix C.
49. "Rule" means Tariff sheets which set forth the application of all rates, charges, and service when such applicability is not set forth in and as part of the rate schedules.
50. "SCE" has the meaning set forth in the Preamble.
51. "SCE Meter" means the SCE owned and Operated electric energy measurement and recording device, commonly called a "billing meter", located at the Point of Common Coupling of the Premises identified in Appendix A.
52. "Schedule," "Scheduled" or "Scheduling" means the action of Producer and SCE, or their designated representatives of notifying, requesting, and confirming to each other the Forecast of electric energy from the Generating Facility being received by SCE at the Net Generation Output Meter.
53. "Schedule CREST" refers to one or more Tariff sheets setting forth the charges and conditions for a customer taking service from SCE under this Tariff who meets the definition of an Eligible Customer who owns and operates an Eligible Renewable Generating Facility, as defined in Schedule CREST. This Tariff is subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.
54. "Site" means the real property on which the Renewable Generating Facility is, or will be located, as further described in Appendix A.
55. "Small Power Producer Qualifying Facility" or "SPP QF" means a facility certified by the FERC as a small power producer and certified by the CEC as an ERR that was in service prior to January 1, 2002.
56. "SPP QF Requirements", "SPP QF Status", "SPP QF Status Change" and "SPP QF Warranty" have the meanings set forth in Appendix D.
57. "Station Use" means the electric energy produced by the Renewable or Non-renewable Generating Facility that is:
 - a) Used within the respective Generating Facility to power the lights, motors, control systems and other electrical loads that are necessary for Operation; and
 - b) Consumed within the respective Generating Facility's electric energy distribution system as losses.
58. "Tariff(s)" mean(s) the entire body of effective rates, rentals, charges, and rules collectively of SCE, as set forth herein, and including title page, preliminary statement, service area maps, rate schedules, list of contracts and deviations, Rules, and sample forms.
59. "Term" has the meaning used in Section 4.1(c).
60. "Term Year" means a twelve (12) month period beginning on the first day of the calendar month following Initial Operation and each successive twelve (12) month period thereafter.
61. "TOU Periods" means the time of use periods for determination of payments as set forth in Appendix G.

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- 62. "WATER" means Water/Wastewater Agency Tariff for Eligible Renewables the SCE Tariff schedule that implements Assembly Bill 1969.
- 63. "WECC" means the Western Electricity Coordinating Council, the regional reliability council for the Western United States, Southwestern Canada, and Northwestern Mexico.
- 64. "Web Client" has the meaning set forth in Appendix E.

APPENDIX G

TOU Periods and Energy Allocation Factors

<u>Time of Use Periods ("TOU Periods")</u>			
<i>TOU Period</i>	<i>Summer Jun 1st - Sep 30th</i>	<i>Winter Oct 1st - May 31st</i>	<i>Applicable Days</i>
On-Peak	Noon - 6:00 p.m.	Not Applicable.	Weekdays except Holidays.
Mid-Peak	8:00 a.m. - Noon	8:00 a.m. - 9:00 p.m.	Weekdays except Holidays.
	6:00 p.m. - 11:00 p.m.		Weekdays except Holidays.
Off-Peak	11:00 p.m. - 8:00 a.m.	6:00 a.m. - 8:00 a.m.	Weekdays except Holidays.
		9:00 p.m. - Midnight	Weekdays except Holidays.
	Midnight - Midnight	6:00 a.m. - Midnight	Weekends and Holidays
Super-Off- Peak	Not Applicable.	Midnight - 6:00 a.m.	Weekdays, Weekends and Holidays

<u>Energy Allocation Factors (Factor "B" in Section 6.5)</u>				
<i>Season</i>	<i>TOU Period</i>	<i>Calculation Method</i>	<i>Energy Allocation Factor</i>	
Summer	On-Peak	Fixed Value	3.13	(R)
	Mid-Peak	Fixed Value	1.35	(I)
	Off-Peak	Fixed Value	0.75	(I)
Winter	Mid-Peak	Fixed Value	1.00	(R)
	Off-Peak	Fixed Value	0.83	(I)
	Super-Off-Peak	Fixed Value	0.61	(R)

"Holiday" is defined as New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, or Christmas Day.

When any Holiday falls on a Sunday, the following Monday will be recognized as a Holiday. No change will be made for Holidays falling on Saturday.

APPENDIX H

Summary of Dates, Term and Product Price for this Excess Agreement
(SCE to complete this Appendix after Initial Operation is confirmed.)

1. The Renewable Generating Facility's date of Initial Operation is . **(SCE to confirm date using NGOM data.)**
2. Term of 10 / 15 / 20 Term Years. **(Producer to select.)**
3. Product Price for this Agreement is \$ 0. per kWh. **(SCE to confirm using applicable MPR ruling, Producer's term and Initial Operation date.)**



Southern California Edison
Rosemead, California (U 338-E)

Revised Cal. PUC Sheet No. 46377-E
Cancelling Revised Cal. PUC Sheet No. 45142-E

Sheet 1

RENEWABLE AND ALTERNATIVE POWER
CALIFORNIA RENEWABLE ENERGY SMALL TARIFF
CREST AGREEMENT

FORM 14-786

(To be inserted by utility)

Advice 2419-E-A

Decision _____

1H9

Issued by

Akbar Jazayeri

Vice President

(To be inserted by Cal. PUC)

Date Filed Jan 20, 2010

Effective Jan 1, 2010

Resolution E-4298

ID Number

This Power Purchase Agreement (“Agreement”) is entered into by and between:

Producer’s Name (“Producer”), a
(form of entity & state of registration) *(Please verify*
corporate name and indicate state of incorporation) an Eligible Customer, and

Southern California Edison Company (“SCE”), a California corporation.

Producer and SCE are sometimes also referred to in this Agreement jointly as “Parties” or individually as “Party.” All capitalized terms set forth herein shall have the meanings ascribed to them in Section 14.5.

1. RECITALS.

- 1.1 This Agreement provides for Producer to Interconnect and Operate a Renewable Generating Facility in parallel with SCE’s Distribution System. This Agreement requires the Producer to be a retail customer and to obtain retail electrical service from SCE to serve all the electrical loads, net of any other Non-renewable Generating Facility, except as otherwise permitted under SCE’s Tariffs, at the Premises identified in Appendix A. This Agreement also provides for Producer to sell energy, net of Station Use, produced by the Renewable Generating Facility directly to SCE provided the Renewable Generating Facility satisfies the Eligible Renewable Resource Facility Requirements as set forth in Appendix C, or the Small Power Producer Qualifying Facility Requirements and the Eligible Renewable Resource Facility Requirements set forth in Appendix D. This Agreement does not constitute an agreement by SCE to provide retail electrical service to Producer. Such arrangements must be made separately between SCE and Producer.
- 1.2 In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

2. SUMMARY AND DESCRIPTION OF RENEWABLE GENERATING FACILITY

- 2.1 A description of the Renewable Generating Facility, including a summary of its significant components, a drawing showing the general arrangement of the Producer’s Renewable Generating Facility, and a single-line diagram illustrating the Interconnection of the Renewable Generating Facility and loads with SCE’s Distribution System, is attached hereto and incorporated herein as Appendix A.
- 2.2 Name and address used by SCE to locate the electric Service Account(s) and Premises used to Interconnect the Renewable Generating Facility with SCE’s Distribution System:

Service Account (if known)

1

EC Use Only		

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- 2.3 The Gross Power Rating of the Renewable Generating Facility is [REDACTED] kW.
- (a) This Gross Power Rating is based on: **(check one)**
- generator nameplate; or **(insert for solar: inverter rating)**
- prime mover nameplate; or **(insert for solar: solar array rating)**
- renewable fuel availability.
- 2.4 The Net Power Rating of the Renewable Generating Facility is [REDACTED] kW.
(This value may not exceed 1,500 kW.)
- 2.5 The maximum (instantaneous) level of power that may be exported through the Point of Common Coupling by the Renewable Generating Facility to SCE's Distribution System is [REDACTED] kW. **Please supply estimate!**
- 2.6 The annual energy production of the Renewable Generating Facility, net of Station Use, measured by the NGOM is expected to be [REDACTED] kWh. **Please supply estimate!**
- 2.7 The annual energy exported through the Point of Common Coupling from the Producer's Premises identified in Appendix A beyond Producer's use is expected to be [REDACTED] kWh. **Please supply estimate!**
- 2.8 The Renewable Generating Facility's expected date of Initial Operation is [REDACTED]. The actual date of Initial Operation shall be within 18 months of the last date entered in Section 17 of this Agreement.
- 2.9 Producer hereby represents and warrants that the Renewable Generating Facility:
- Please check all that apply.**
- (a) **Does** meet with the requirements for "Eligible Renewable Resource" as such term is used in Section 399.11 et seq. of the California Public Utilities Code.
- (b) **Does** meet with both the requirements for "Cogeneration" as such term is used in Section 216.6 of the California Public Utilities Code and with the requirements for "Eligible Renewable Resource" as such term is used in Section 399.11 et seq. of the California Public Utilities Code.
- (c) **Does** meet with both the requirements for a Small Power Producer Qualifying Facility pursuant to the regulations of the Federal Energy Regulatory Commission (18 Code of Federal Regulations Part 292, Section 292.203 et seq.) implementing the Public Utility Regulatory Policies Act of 1978 as Amended by the Energy Policy Act of 2005 and with the requirements for "Eligible Renewable Resource" as such term is used in Section 399.11 et seq. of the California Public Utilities Code.

3. DOCUMENTS INCLUDED; DEFINED TERMS

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

Appendix A - Description of Renewable Generating Facility and Single-Line Diagram
(Supplied by Producer)

Appendix B - A copy of Interconnection Facilities Financing and Ownership Agreement, if applicable (Supplied by SCE)

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- Appendix C - Producer's warranty that the Renewable Generating Facility meets with the requirements for "Eligible Renewable Resource" as defined in Section 399.11 et seq. of the California Public Utilities Code, if applicable.
- Appendix D - Producer's warranty that the Renewable Generating Facility, prior to January 1, 2002 met and continues to meet with the requirements for both a Small Power Producer Qualifying Facility pursuant to the regulations of the Federal Energy Regulatory Commission (18 Code of Federal Regulations Part 292, Section 292.203 et seq.) implementing the Public Utility Regulatory Policies Act of 1978 as Amended by the Energy Policy Act of 2005 and "Eligible Renewable Resource" as defined in Section 399.11 et seq. of the California Public Utilities Code, if applicable.
- Appendix E - Forecast Requirements for Generating Facilities that have a Net Power Rating greater or equal to 500 kW
- Appendix F - Definitions
- Appendix G - TOU Periods and Energy Allocation Factors
- Appendix H - Summary of Dates, Term and Product Price for this Agreement

4. TERM AND TERMINATION

- 4.1 This Agreement shall become effective on the Effective Date. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:
 - (a) A termination date agreed to in writing by the Parties.
 - (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 Producer's Renewable Generating Facility is interconnected to SCE's Distribution System is closed or terminated.
 - (c) At 12:01 A.M. on the day following the completion of: **(check one)**
 10 / 15 / 20 Term Years from Initial Operation per Section 2.8.
- 4.2 SCE may elect to terminate this Agreement at 12:01 A.M. on the 61st day after SCE provides written Notice pursuant to Section 10 of this Agreement to the Producer of SCE's intent to terminate this Agreement 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, any of which materially alters or otherwise materially affects SCE's ability or obligation to perform SCE's duties under this Agreement;
 - (b) Producer fails to take all corrective actions specified in any SCE Notice, within the time frame set forth in such Notice, that Producer's Renewable Generating Facility is out of compliance with the terms of this Agreement;
 - (c) Producer fails to Interconnect and Operate a generator within the Renewable Generating Facility, in accordance with the terms and conditions set forth in this Agreement, within one hundred and twenty (120) days after SCE delivers electric energy for Station Use; or

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(d) SCE shall deem the Renewable Generating Facility to be abandoned if SCE provides a Notice to Producer advising Producer of SCE's determination, in its reasonable discretion, that the Renewable Generating Facility is non-operational for any of the following reasons:

- (1) Producer abandons the Renewable Generating Facility;
- (2) Output from the Renewable Generating Facility ceases for 12 consecutive months; or
- (3) Producer fails to achieve Initial Operation within 18 months of the Effective Date; and

Producer does not provide a substantive response to such Notice affirming Producer's intent and ability to continue to Operate the Renewable Generating Facility within 15 days of such Notice.

4.3 Any agreements attached hereto and incorporated herein shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

5. RENEWABLE GENERATING FACILITY OPERATION

5.1 Producer is responsible for Operating the Renewable Generating Facility in compliance with all of SCE Tariffs, including but not limited to Rule 21, and any other regulations and laws governing the Interconnection of the Renewable Generating Facility.

5.2 The Renewable Generating Facility Net Power Rating shall be less than or equal to 1,500 kW.

5.3 Producer shall not deliver reactive power to SCE's Distribution System unless the Parties have otherwise agreed in writing.

5.4 The Renewable Generating Facility shall be Operated with all of Producer's Protective Functions in service and in accordance with Prudent Electrical Practices whenever the Renewable Generating Facility 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.

5.5 For Renewable Generating Facility having a Net Power Rating equal to or greater than 500 kW, the Parties shall comply with the forecasting provisions of Appendix E.

5.6 SCE shall have ingress and egress to examine the Site and Generating Facility for purposes connected with this Agreement.

6. BILLING AND PAYMENT

6.1 The amount of energy purchased under this Agreement shall be determined by electrical meters and equipment owned, Operated, and maintained by SCE.

6.2 The Product Price, as set forth in Section 3 of Appendix H, shall equal the Market Price Referent ("MPR") most recently determined by the Commission prior to the Effective Date, using the project on-line year in which the date of actual Initial Operation occurs as described in Appendix H, and the Term as elected in Section 4.1(c).

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Adopted 2009 Market Price Referents

(Nominal - dollars/kWh)

Resource Type	10-Year	15-Year	20-Year	25-Year	(N)
2010 Baseload MPR	0.08448	0.09066	0.09674	0.10020	
2011 Baseload MPR	0.08843	0.09465	0.10098	0.10442	
2012 Baseload MPR	0.09208	0.09852	0.10507	0.10852	
2013 Baseload MPR	0.09543	0.10223	0.10898	0.11245	
2014 Baseload MPR	0.09872	0.10593	0.11286	0.11636	
2015 Baseload MPR	0.10168	0.10944	0.11647	0.12002	
2016 Baseload MPR	0.10488	0.11313	0.12020	0.12378	
2017 Baseload MPR	0.10834	0.11695	0.12404	0.12766	
2018 Baseload MPR	0.11204	0.12090	0.12800	0.13165	
2019 Baseload MPR	0.11598	0.12499	0.13209	0.13575	
2020 Baseload MPR	0.12018	0.12922	0.13630	0.13994	
2021 Baseload MPR	0.12465	0.13359	0.14064	0.14424	(N)

6.3 Producer agrees to sell all electric energy produced by the Renewable Generating Facility as specified herein in Section 6.4 below together with all Green Attributes, Capacity Attributes and Resource Adequacy Benefits (collectively, the "Attributes") to SCE. (L)

6.4 SCE shall pay Producer for all Attributes and all electrical energy, net of Station Use, measured by the Net Generation Output Meter ("NGOM") as defined in SCE's Rule 21 and located as shown on the Single-Line Diagram of Appendix A.

6.5 For the purpose of calculating monthly payments, the amount measured by the NGOM shall be time-differentiated according to the time period and season of the receipt of Product by SCE from Producer ("TOU Periods") and the pricing shall be weighted by the Energy Allocation Factors set forth in Appendix G.

As set forth in Appendix G, TOU Periods for the winter season shall be mid-peak, off-peak and super off-peak and TOU Periods for the summer season shall be on-peak, mid-peak and off-peak.

The monthly payment shall equal the sum of the monthly TOU Period payments for all TOU Periods in the month. Each monthly TOU Period payment shall be calculated pursuant to the following formula, where "n" is the TOU Period being calculated:

$$\text{TOU PERIOD}_n \text{ PAYMENT} = A \times B \times C$$

Where:

A = Product Price specified in Appendix H in \$/kWh.

B = Energy Allocation Factor, set forth in Appendix G, for the TOU Period being calculated.

C = The sum of energy recorded by the NGOM in all hours for the TOU Period being calculated in kWh.

6.6 SCE shall adjust the energy and demand amounts recorded by the SCE billing meter at the Point of Common Coupling, as defined in SCE's Rule 21, to reflect the net generation output amounts measured by the NGOM for purposes of billing the Producer in accordance with SCE's applicable Tariff rate schedule(s).

6.7 SCE shall determine the amount of energy received by SCE pursuant to this Agreement for each monthly period and provide a statement to Producer approximately thirty (30) days after each monthly meter reading date.

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- 6.8 SCE shall not be obligated to issue a payment to Producer until the amount due for the energy received pursuant to this Agreement exceeds one thousand dollars (\$1000), except that SCE shall pay all amounts due to Producer pursuant to this Agreement at least once per calendar year no later than 30 days after the end of the calendar year.
- 6.9 Unless otherwise agreed in writing by the Parties, any payment due for Product received under this Agreement shall be satisfied by SCE issuing a check to Producer. Alternatively, SCE reserves the right, but shall not be obligated to apply any amount owed to Producer toward any amounts due to SCE from Producer for any charges incurred under this Agreement or for past due bills for electric service or for SCE services.
- 6.10 In the event adjustments to SCE's payments are required as a result of inaccurate metering equipment, SCE shall determine the correct amount of energy received under this Agreement during the period of inaccuracy and recompute the amount due to or from Producer. Any refund due and payable to SCE or due by SCE to Producer resulting from inaccurate metering shall be made within thirty (30) calendar days of SCE's Notice to Producer by SCE of the amount due.
- 6.11 Monthly charges, if any, associated with Interconnection Facilities shall be billed and paid pursuant to the applicable Interconnection Facilities Financing and Ownership Agreement in Appendix B and monthly charges, if any, associated with electric service provided by SCE shall be billed and paid pursuant to the applicable Tariffs filed by SCE with the Commission.

7. INTERCONNECTION FACILITIES

- 7.1 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 Producer's Renewable Generating Facility.
- 7.2 Producer shall be solely responsible for the costs, design, purchase, construction, Operation, and maintenance of the Interconnection Facilities that Producer owns.
- 7.3 If the provisions of SCE's Rule 21, or any other Tariff approved by the Commission, require SCE to own and operate a portion of the Interconnection Facilities, Producer and SCE shall promptly execute an Interconnection Facilities Financing and Ownership 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.

8. 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.

9. INSURANCE

- 9.1 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:
- (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Power Rating of Producer's Renewable Generating Facility is greater than one hundred (100) kW;
 - (b) One million dollars (\$1,000,000) for each occurrence if the Gross Power Rating of Producer's Renewable Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; and

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- (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Power Rating of Producer's Renewable Generating Facility is twenty (20) kW or less.
- (d) Two hundred thousand dollars (\$200,000) for each occurrence if the Gross Power Rating of Producer's Renewable Generating Facility is ten (10) kW or less and Producer's Renewable Generating Facility is connected to an account receiving residential service from SCE.

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."

- 9.2 The general liability insurance required in Section 9.1 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.
- 9.3 If Producer's Renewable Generating Facility is connected to an account receiving residential service from SCE and the requirement of Section 9.2(a) prevents Producer from obtaining the insurance required in Section 9.1, then upon Producer's written Notice to SCE in accordance with Section 10.1, the requirements of Section 9.2(a) shall be waived.
- 9.4 Evidence of the insurance required in Section 9.2 shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by SCE.
- 9.5 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.
- 9.6 If Producer is self-insured with an established record of self-insurance, Producer may comply with the following in lieu of Sections 9.1 through 9.4:
 - (a) Producer shall provide to SCE, at least thirty (30) calendar days prior to the date of Initial Operation, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required under Section 9.1.
 - (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 9.1.
- 9.7 All insurance certificates, statements of self insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued, clearly labeled with agreement ID number and submitted to the following:

Southern California Edison Company
Attention: Vice President, Renewable & Alternative Power
Address: 2244 Walnut Grove Avenue
P.O.: Box: 800
City: Rosemead, CA 91770

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10. NOTICES

10.1 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: Vice President, Renewable & Alternative Power
 Address: 2244 Walnut Grove Avenue
 P.O: Box 800
 City: Rosemead, CA 91770

 Phone: (626) 302-1212
 FAX: (626) 302-9622

If to Producer: Producer Name: [REDACTED]
 Address: [REDACTED]
 City: [REDACTED]
 Phone: () [REDACTED]
 FAX: () [REDACTED]

10.2 A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 10.1.

10.3 All Notices must reference the agreement ID number set forth on the first page of this Agreement.

10.4 Notices (other than forecasts and schedules) shall, unless otherwise specified herein, be in writing and may be delivered in person, United States mail or overnight courier service.

10.5 Notice by hand delivery shall be effective at the close of business on the day actually received, if received during business hours on a Business Day, and otherwise shall be effective at the close of business on the next Business Day, unless a different date for the Notice to go into effect is stated in another section of this Agreement.

10.6 Notice by overnight United States mail or courier shall be effective on the next Business Day after it was sent.

10.7 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 Notice provided in accordance herewith.

11. REVIEW OF RECORDS AND DATA

11.1 SCE shall have the right to review and obtain copies of Producer's operations and maintenance records, logs, or other information such as, but not limited to, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Producer's Renewable Generating Facility or its Interconnection with SCE's Distribution System.

11.2 Producer authorizes SCE to release to the CEC and/or the Commission information regarding the Renewable Generating Facility, including the Producer's name and location, and the size, location and operational characteristics of the Renewable Generating Facility, the Term, the ERR type, the Initial Operation Date and the Net Power Rating of the Renewable Generating Facility, as requested from time to time pursuant to the CEC's or Commission's rules and regulations.

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12. ASSIGNMENT

Producer shall not voluntarily assign its rights nor delegate its duties under this Agreement without SCE's prior 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.

13. 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.

14. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF SCE'S TARIFF RATE SCHEDULES, DEFINED TERMS

14.1 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 of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction. Each Party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this Agreement.

14.2 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.

14.3 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 www.sce.com or by request to SCE and are incorporated by reference into this Agreement.

14.4 Notwithstanding any other provisions of this Agreement, SCE shall have the right to unilaterally file with the Commission an application for change in rates, charges, classification, service, Tariffs or any agreement relating thereto; pursuant to the Commission's rules and regulations.

14.5 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, Appendix F; in SCE's Rule 1 or Rule 21, Section H; or SCE's Schedule CREST. If any term is defined in both Rule 1 and Rule 21, the definition in Rule 21 shall prevail. If any term is defined in both Schedule CREST and this Agreement, the definition in Schedule CREST shall prevail.

15. AMENDMENTS AND MODIFICATION

This Agreement can only be amended or modified by a written agreement signed by both Parties.

16. ENTIRE AGREEMENT

This Agreement, including any incorporated Tariffs and Rules, 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 and Rules.

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17. 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 ("Effective Date") as of the last date set forth below.

PRODUCER'S NAME

SOUTHERN CALIFORNIA
EDISON COMPANY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: Vice President of Renewable &
Alternative Power

Date: _____

Date: _____

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**APPENDIX A
DESCRIPTION OF RENEWABLE AND NON-RENEWABLE GENERATING FACILITY
AND SINGLE-LINE DIAGRAM
(Provided by Producer)**

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**APPENDIX B
(If Applicable)**
INTERCONNECTION FACILITIES FINANCING AND OWNERSHIP AGREEMENT
(Provided by SCE)

APPENDIX C

(Generating Facilities in service after January 1, 2002)

**PRODUCER'S WARRANTY THAT THE RENEWABLE GENERATING FACILITY
IS AND WILL CONTINUE TO BE AN
"ELIGIBLE RENEWABLE RESOURCE" PURSUANT TO SECTION 399.11 et seq. OF THE
CALIFORNIA PUBLIC UTILITIES CODE AND THAT THE OUTPUT WILL COMPLY WITH THE CALIFORNIA
RENEWABLE PORTFOLIO STANDARDS ("ERR/RPS Warranty")**

For the purpose of selling power produced by the Generating Facility pursuant to Assembly Bill 1969, under Section 399.20 et seq. of the California Public Utilities Code, Producer hereby declares that the Renewable Generating Facility complies with the requirements for "Eligible Renewable Resource" as such term is used in Section 399.11 et seq. of the California Public Utilities Code ("ERR Requirements") and that the output from the Generating Facility complies with the requirements of the California Renewables Portfolio Standards ("RPS Requirements").

Producer warrants that, beginning on the date of Initial Operation and continuing throughout the Term of this Agreement, its Renewable Generating Facility shall continue to comply with the ERR Requirements and RPS Requirements. If Producer becomes aware that the Renewable Generating Facility or its output has ceased to comply with the ERR Requirements or RPS Requirements, Producer shall promptly provide SCE with Notice of such change pursuant to Section 10 of the Agreement. If at any time during the Term of this Agreement SCE determines in its reasonable discretion that Producer's Renewable Generating Facility may no longer comply with the ERR Requirements or RPS Requirements, SCE may require Producer to provide evidence that the Renewable Generating Facility continues to comply with the ERR Requirements and RPS Requirements within 15 business days of SCE's Notice requesting such evidence. Additionally, SCE may periodically (typically, once per year) inspect Producer's Renewable Generating Facility and/or require documentation from Producer to monitor the Renewable Generating Facility's compliance with the ERR Requirements and RPS Requirements. If SCE determines in its reasonable judgment that Producer either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Renewable Generating Facility continues to comply with the ERR Requirements or RPS Requirements, then the Eligible Renewable Resource Status (the "ERR Status") or Renewables Portfolio Standard Status (the "RPS Status") of the Renewable Generating Facility shall be deemed ineffective until such time as Producer again demonstrates to SCE's reasonable satisfaction that the Renewable Generating Facility complies with the requirements for a Eligible Renewable Resource Generation Facility or RPS Requirements (the "ERR/RPS Status Change").

SCE shall revise its records and the administration of this Agreement to reflect the ERR/RPS Status Change and provide Notice to Producer of the ERR/RPS Status Change pursuant to Section 10 of this Agreement. Such Notice shall specify the effective date of the ERR/RPS Status Change. This date shall be the first day of the calendar month for which SCE determines in its sole discretion that the Renewable Generating Facility first ceased to comply with the ERR Requirements or RPS Requirements. SCE's Notice shall include an invoice for the refund of payments that were made to Producer during the period between the effective date of the ERR/RPS Status Change and the date of the last Notice in reliance upon Producer's representations that the Renewable Generating Facility complied with the ERR Requirements and RPS Requirements and therefore was eligible to sell power to SCE as a result of satisfying the ERR Requirements and RPS Requirements.

During the period when the ERR Status or RPS Status is deemed to be ineffective, SCE shall not pay Producer for Product. Notwithstanding the foregoing, to the extent a change in law occurs after execution of this Agreement that causes the warranty contained in this Appendix C to be materially false or misleading, Producer shall not be in default of this Agreement if Producer has used commercially reasonable efforts to comply with such change in law.

Any amounts to be paid or refunded by Producer, as may be invoiced by SCE pursuant to the terms of this ERR Warranty, shall be paid to SCE within 30 days of Producer's receipt of such invoice.

APPENDIX D

(Generating Facilities in service prior to January 1, 2002)

**PRODUCER'S WARRANTY THAT THE RENEWABLE GENERATING FACILITY
WAS AND WILL CONTINUE TO BE BOTH A "SMALL POWER PRODUCER QUALIFYING FACILITY"
PURSUANT TO THE POLICIES AND PRACTICES OF THE FEDERAL ENERGY REGULATORY
COMMISSION AND AN "ELIGIBLE RENEWABLE RESOURCE" PURSUANT TO SECTION 399.11 et seq.
OF THE CALIFORNIA PUBLIC UTILITIES CODE ("SPP QF Warranty")**

For the purpose of selling power produced by the Generating Facility pursuant to Assembly Bill 1969, under Section 399.20 et seq. of the California Public Utilities Code, Producer hereby declares that the Renewable Generating Facility prior to January 1, 2002 complied with the requirements and for the Term of this Agreement shall continue to comply with both the requirements for a Small Power Producer "Qualifying Facility" as such term is used in 18 Code of Federal Regulations Part 292, Section 292.203 et seq. implementing the Public Utility Regulatory Policies Act of 1978 as amended by the Energy Policy Act of 2005 and the requirements for "Eligible Renewable Resource", applicable for resources in service prior to January 1, 2002, as such term is used in Section 399.11 et seq. of the California Public Utilities Code ("SPP QF Requirements").

Producer warrants that, beginning on the date of Initial Operation and continuing throughout the Term of this Agreement, the Renewable Generating Facility shall continue to comply with such SPP QF Requirements. If Producer becomes aware that its Renewable Generating Facility has ceased to comply with the SPP QF Requirements, Producer shall promptly provide SCE with Notice of such change pursuant to Section 10 of the Agreement. If at any time during the Term of this Agreement SCE determines in its reasonable discretion that Producer's Renewable Generating Facility may no longer comply with the SPP QF Requirements, SCE may require Producer to provide evidence that the Renewable Generating Facility continues to comply with the SPP QF Requirements within 15 business days of SCE's Notice requesting such evidence. Additionally, SCE may periodically (typically, once per year) inspect Producer's Renewable Generating Facility and/or require documentation from Producer to monitor the Renewable Generating Facility's compliance with the SPP QF Requirements. If SCE determines in its reasonable judgment that Producer either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Renewable Generating Facility continues to comply with the SPP QF Requirements, then the Small Power Producer Qualifying Facility Status (the "SPP QF Status") of the Renewable Generating Facility shall be deemed ineffective until such time as Producer again demonstrates to SCE's reasonable satisfaction that the Renewable Generating Facility complies with the requirements for a Small Power Producer Qualifying Facility (the "SPP QF Status Change").

SCE shall revise its records and the administration of this Agreement to reflect the SPP QF Status Change and provide Notice to Producer of the SPP QF Status Change pursuant to Section 10 of this Agreement. Such Notice shall specify the effective date of the SPP QF Status Change. This date shall be the first day of the calendar month for which SCE determines in its sole discretion that the Renewable Generating Facility first ceased to comply with the SPP QF Requirements. SCE's Notice shall include an invoice for the refund of payments that were made to Producer during the period between the effective date of the SPP QF Status Change and the date of the last Notice in reliance upon Producer's representations that the Renewable Generating Facility complied with the SPP QF Requirements and therefore was eligible to sell power to SCE as a result of satisfying the SPP QF Requirements.

During the period when the SPP QF Status is deemed to be ineffective, SCE shall not pay Producer for Product.

Any amounts to be paid or refunded by Producer, as may be invoiced by SCE pursuant to the terms of this SPP QF Warranty, shall be paid to SCE within 30 days of Producer's receipt of such invoice.

APPENDIX E

**Forecast Requirements
for Generating Facilities that have a Net Power Rating greater or equal to 500 kW**

1. Introduction.

The Parties shall abide by the Forecast requirements and procedures described below and shall make reasonable changes to these requirements and procedures from time-to-time, as necessary to:

- (a) Comply with ISO Tariff changes or Commission orders; and
- (b) Accommodate changes to their respective generation technology and organizational structure.

2. Procedures.

(a) Weekly Forecasting Procedures.

(i) Producer's Forecasting Responsibilities.

Producer must meet all of the following requirements specified below:

- (1) Beginning the Wednesday prior to the planned Initial Operation of the Renewable Generating Facility, Producer will electronically provide SCE with an Energy Forecast for the next calendar week, by no later than 5 PM Wednesday of the week preceding the week covered by the Energy Forecast.

The Energy Forecast submitted to SCE shall:

- a) Not include any anticipated or expected electric energy losses between the Net Generation Output Meter and the Point of Common Coupling;
 - b) Be constructed using file formats, templates, and naming conventions agreed to by the Parties.
 - c) Include Producer's contact information.
 - d) Be sent to presched@sce.com with a copy to electrade@sce.com or through SCE-provided software, or as otherwise instructed by SCE.
 - e) Limit hour-to-hour forecast changes to no less than one hundred (100) kW.
- (2) If Producer revises any Energy Forecast submitted pursuant to Item 2(a)(i)(1) the revision in the Energy Forecast shall be communicated by Producer to SCE's Day-Ahead Group no later than 8:30 a.m. the day prior to the effective date of the revision.

Producer shall contact SCE's Day-Ahead Group at:

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Scheduling Desk:

Phone: (626) 307-4420

Backup: (626) 307-4425

Fax: (626) 307-4413

Email: presched@sce.com

- (3) If Producer revises any Energy Forecast submitted pursuant to Item 2(a)(i)(1) or Item 2(a)(i)(2) the revision in the Energy Forecast shall be communicated by Producer to SCE's Real-Time Group no later than one half (½) hour prior to the ISO's Hour-Ahead scheduling deadline.

Producer shall contact SCE's Real-Time Group at:

Operations Desk:

Phone: (626) 307-4453

Back-up: (626) 307-4410

Fax: (626) 307-4416

Email: presched@sce.com

(b) 30-Day Forecasting Procedures.

Producer must meet all of the following requirements for Forecasting electric energy to be received by SCE from the Producer as specified below.

- (i) In addition to the requirements set forth in Item 2(a) above, Producer shall electronically provide SCE with a rolling 30-day Energy Forecast, beginning at least thirty (30) days prior to commencement of the Term.

These files shall:

- (1) Be constructed using reasonable file formats, templates, and naming conventions agreed to by the Parties.
 - (2) Include Producer's contact information.
 - (3) Be sent to esmstpoutage@sce.com with a copy to presched@sce.com or through SCE-provided software, or as otherwise instructed by SCE.
 - (4) Limit hour-to-hour forecast changes to no less than one hundred (100) kW.
- (ii) Producer shall update the rolling 30-day hourly forecast weekly by 5:00 PM each Wednesday and send to esmstpoutage@sce.com with a copy to presched@sce.com or use an SCE provided web client (the "Web Client") if it is available.
- (iii) If Producer learns of any inaccuracies in its most recently submitted 30-day hourly Energy Forecast affecting the period between the date Producer learns of the inaccuracy and the date that the next updated 30-day hourly

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Energy Forecast is due, Producer shall promptly send an updated Energy Forecast, to esmstpoutage@sce.com with a copy to presched@sce.com or use an SCE provided web client (the "Web Client") if it is available.

3. Outage Scheduling Procedures.

Producer shall be responsible for all costs associated with all requirements and timelines for generation outage Scheduling contained in the Producer's otherwise applicable retail Tariff and applicable ISO Tariffs.

APPENDIX F

Definitions

The following terms shall have the following meaning for purposes of this Agreement.

1. "Agreement" has the meaning set forth in the Preamble.
2. "Attributes" has the meaning set forth in Section 6.3.
3. "Business Day" means any day except a Saturday, Sunday, a Federal Reserve Bank holiday, or the Friday following Thanksgiving. A Business Day shall begin at 8:00 a.m. and end at 5:00 p.m. local time for the Party sending the Notice or payment or performing a specified action.
4. "Capacity Attributes" means any and all current or future defined characteristics, certificates, tag, credits, ancillary service attributes, or accounting constructs, howsoever entitled, including any accounting construct counted toward any resource adequacy requirements, attributed to or associated with the Renewable Generating Facility or any unit of generating capacity of the Renewable Generating Facility during the Term.
5. "CEC" means the California Energy Commission.
6. "Commission" means the California Public Utilities Commission.
7. "CPUC" means the California Public Utilities Commission.
8. "CREST" means California Renewable Energy Small Tariff the SCE Tariff schedule that expands Tariff Schedule WATER to Eligible Customers.
9. "Effective Date" has the meaning set forth in Section 17.
10. "Eligible Customer" has the meaning set forth in Tariff Schedule CREST.
11. "Energy Forecast" has the meaning set forth in Appendix E.
12. "ERR" means a generating facility that qualifies as an eligible renewable electric energy resource for purposes of the RPS Legislation.
13. "ERR Requirements", "ERR Status", "ERR/RPS Status Change" and "ERR Warranty" have the meanings set forth in Appendix C.
14. "FERC" means the Federal Energy Regulatory Commission.
15. "Forecast", "Forecast Requirements" and "Forecast Procedures" have the meanings set forth in Appendix E.
16. "Generating Facility" means Producer's Renewable and Non-renewable Generating Facilities, as more particularly described in Appendix A, together with all materials, equipment systems, structures, features and improvements necessary to produce electric energy at such facility, excluding the Site, land rights and interests in land.

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17. "Green Attributes" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Generating Facility unit(s) and its displacement of conventional energy generation. Green Attributes include but are not limited to Renewable Energy Credits, as well as:
- (a) Any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants;
 - (b) Any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere;
 - (c) (c)The reporting rights to these avoided emissions, including, without limitation, such as Green Tag Reporting Rights; and
 - (d) Other tradable rights.

Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser's discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on kWh basis and one Green Tag represents the Green Attributes associated with 1,000 kWh of energy.

Green Attributes do not include:

- (e) Any electric energy, capacity, reliability or other power attributes from the Generating Facility unit(s);
- (f) Production Tax Credits associated with the construction or operation of the Generating Facility and other financial incentives in the form of credits, reductions, or allowances associated with the Generating Facility)that are applicable to a state or federal income taxation obligation;
- (g) Fuel-related subsidies or "tipping fees" that may be paid to Producer to accept certain fuels, or local subsidies received by the Producer for the destruction of particular pre-existing pollutants or the promotion of local environmental benefits; or
- (h) Emission reduction credits encumbered or used by the Generating Facility for compliance with local, state, or federal operating and/or air quality permits.

If the Generating Facility is a biomass or landfill gas facility and Producer receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributable to its fuel usage, it shall provide SCE with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from the Generating Facility

18. "Gross Power Rating" means the value, in kW, set forth in Section 2.3.
19. "Governmental Authority" means:

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- a) Any federal, state, local, municipal or other government;
 - b) Any governmental, regulatory or administrative agency, commission, or other authority lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; or
 - c) Any court or governmental tribunal.
20. "Interconnect", "Interconnection" have the meanings set forth in SCE's Rule 21.
21. "Interconnection Facilities Financing and Ownership Agreement" means that certain agreement between Producer and SCE, dated as of [REDACTED], and attached hereto as Appendix B.
22. "Initial Operation" means the date the Renewable Generating Facility first Interconnects and Operates in parallel with SCE's Distribution System and the NGOM records electric energy received by SCE from the Renewable Generating Facility.
23. "ISO" means the California Independent System Operator Corporation or successor entity that dispatches certain generating units and loads and controls the transmission facilities of entities that:
- a) Own, operate and maintain transmission lines and associated facilities or have entitlements to use certain transmission lines and associated facilities; and
 - b) Have transferred to the ISO or its successor entity operational control of such facilities or entitlements.
24. "ISO Tariff" means the California Independent System Operator Corporation Operating Agreement and Tariff, including the rules, protocols, procedures and standards attached thereto, as the same may be amended or modified from time-to-time and approved by FERC.
25. "kW" means a kilowatt (1,000 watts) of electric power.
26. "kWh" means a kilowatt-hour (1,000 watt-hours) of electric energy.
27. "Market Price Referent" or "MPR" means the market price referent applicable to this Agreement as determined by the CPUC in accordance with California Public Utilities Code Section 399.15(c) for the Term as set forth in Section 6.2.
28. "Net Generation Output Meter" or "NGOM" has the meaning set forth in SCE's Rule 21.
29. "Net Power Rating" is the value Gross Power Rating minus Station Use, in kW. The Net Power Rating shall not exceed 1,500 kW per California Public Utilities Code Section 399.20(h).
30. "Non-renewable Generating Facility" means Producer's electric generating facility that exists on the Premises identified in Appendix A, but does not comply with the requirements set forth in Appendix C or Appendix D.
31. "Notice" has the meaning set forth in Section 10.1.
32. "Operate," "Operating" or "Operation" means to provide (or the provision of) all the operation, engineering, purchasing, repair, supervision, training, inspection, testing,

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protection, use, management, improvement, replacement, refurbishment, retirement, and maintenance activities associated with operating the Generating Facility in accordance with Prudent Electrical Practices.

33. "Party" or "Parties" have the meaning set forth in the Preamble.
34. "Permits" means all applications, approvals, authorizations, consents, filings, licenses, orders, permits or similar requirements imposed by any Governmental Authority, or the ISO, in order to develop, construct, operate, maintain, improve, refurbish and retire the Generating Facility or to Schedule and deliver the electric energy produced by the Generating Facility to SCE, including the Authority to Construct permit.
- Permits includes the documentation required by California Public Utilities Code Section 2812(d)1 for Producers subject to Section 2802 for hydroelectric Renewable Generating Facilities.
35. "Point of Common Coupling" has the meaning set forth in SCE's Rule 21.
36. "Producer" has the meaning set forth in the Preamble.
37. "Product" means:
- a) All electric power and energy produced by the Renewable Generating Facility, net of Station Use of the Renewable Generating Facility; and
 - b) All associated Environmental Attributes, Capacity Attributes, Renewable Energy Credits and Resource Adequacy Benefits.
38. "Product Price" for this Agreement has the meaning set forth in Section 6.2.
39. "Protective Functions" has the meaning set forth in SCE's Rule 21.
40. "Premises" means all of the real property and apparatus employed in a single enterprise on an integral parcel of land undivided, excepting in the case of industrial, agricultural, oil field, resort enterprises, and public or quasi-public institutions, by a dedicated street, highway, or other public thoroughfare, or a railway. Automobile parking lots constituting a part of and adjacent to a single enterprise may be separated by an alley from the remainder of the premises served.
41. "Prudent Electrical Practices" means those practices, methods and acts that would be implemented and followed by prudent operators of electric energy generating facilities in the Western United States, similar to the Generating Facility, during the relevant time period, which practices, methods and acts, in the exercise of prudent and responsible professional judgment in the light of the facts known at the time the decision was made, could reasonably have been expected to accomplish the desired result consistent with good business practices, reliability and safety.

Prudent Electrical Practices shall include, at a minimum, those professionally responsible practices, methods and acts described in the preceding sentence that comply with manufacturers' warranties, restrictions in this Agreement, and the requirements of Governmental Authorities, WECC standards, the ISO and applicable laws.

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Prudent Electrical Practices shall also include taking reasonable steps to ensure that:

- a) Equipment, materials, resources, and supplies, including spare parts inventories, are available to meet the Generating Facility's needs;
 - b) Sufficient operating personnel are available at all times and are adequately experienced and trained and licensed as necessary to operate the Generating Facility properly and efficiently, and are capable of responding to reasonably foreseeable emergency conditions at the Generating Facility and emergencies whether caused by events on or off the Site;
 - c) Preventive, routine, and non-routine maintenance and repairs are performed on a basis that ensures reliable, long term and safe operation of the Generating Facility, and are performed by knowledgeable, trained, and experienced personnel utilizing proper equipment and tools;
 - d) Appropriate monitoring and testing are performed to ensure equipment is functioning as designed;
 - e) Equipment is not operated in a reckless manner, in violation of manufacturer's guidelines or in a manner unsafe to workers, the general public, or SCE's electric system or contrary to environmental laws, permits or regulations or without regard to defined limitations such as, flood conditions, safety inspection requirements, operating voltage, current, volt ampere reactive (VAR) loading, frequency, rotational speed, polarity, synchronization, and control system limits; and
 - f) Equipment and components designed and manufactured to meet or exceed the standard of durability that is generally used for electric energy generating facilities operating in the Western United States and will function properly over the full range of ambient temperature and weather conditions reasonably expected to occur at the Site and under both normal and emergency conditions.
42. "Renewable Energy Credit" has the meaning set forth in California Public Utilities Code Section 399.12(g), as may be amended from time to time or is further defined or supplemented by law.
43. "Renewable Generating Facility" means all of Producer's electric generating facilities as more particularly described in Appendix A, together with all materials, equipment systems, structures, features and improvements necessary to produce electric energy at such facility, (excluding the Site, land rights and interests in land) located at the Premises identified in Appendix A and complying with the requirements of Appendix C or Appendix D for the entire Term of this Agreement.
44. "Resource Adequacy Benefits" means the rights and privileges attached to the Generating Facility that satisfy any entity's resource adequacy obligations, as those obligations are set forth in any Resource Adequacy Rulings and shall include any local, zonal or otherwise locational attributes associated with the Generating Facility.
45. "Resource Adequacy Rulings" means CPUC Decisions 04-01-050, 04-10-035, 05-10-042, 06-06-064, 06-07-031 and any subsequent CPUC ruling or decision, or any other resource adequacy laws, rules or regulations enacted, adopted or promulgated by any applicable Governmental Authority, as such decisions, rulings, laws, rules or regulations may be amended or modified from time-to-time during the Term.
46. "RPS Legislation" means the State of California Renewable Portfolio Standard Program, as codified at California Public Utilities Code Section 399.11, et seq.

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47. "RPS Requirements" and "RPS Status" have the same meanings set forth in Appendix C.
48. "Rule" means Tariff sheets which set forth the application of all rates, charges, and service when such applicability is not set forth in and as part of the rate schedules.
49. "SCE" has the meaning set forth in the Preamble.
50. "Schedule," "Scheduled" or "Scheduling" means the action of Producer and SCE, or their designated representatives of notifying, requesting, and confirming to each other the Forecast of electric energy from the Generating Facility being received by SCE at the Net Generation Output Meter.
51. "Schedule CREST" refers to one or more Tariff sheets setting forth the charges and conditions for a customer taking service from SCE under this Tariff who meets the definition of an Eligible Customer who owns and operates an Eligible Renewable Generating Facility, as defined in Schedule CREST. This Tariff is subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.
52. "Site" means the real property on which the Renewable Generating Facility is, or will be located, as further described in Appendix A.
53. "Small Power Producer Qualifying Facility" or "SPP QF" means a facility certified by the FERC as a small power producer and certified by the CEC as an ERR that was in service prior to January 1, 2002.
54. "SPP QF Requirements", "SPP QF Status", "SPP QF Status Change" and "SPP QF Warranty" have the meanings set forth in Appendix D.
55. "Station Use" means the electric energy produced by the Renewable or Non-renewable Generating Facility that is:
- a) Used within the respective Generating Facility to power the lights, motors, control systems and other electrical loads that are necessary for Operation; and
 - b) Consumed within the respective Generating Facility's electric energy distribution system as losses.
56. "Tariff(s)" mean(s) the entire body of effective rates, rentals, charges, and rules collectively of SCE, as set forth herein, and including title page, preliminary statement, service area maps, rate schedules, list of contracts and deviations, Rules, and sample forms.
57. "Term" has the meaning used in Section 4.1(c).
58. "Term Year" means a twelve (12) month period beginning on the first day of the calendar month following Initial Operation and each successive twelve (12) month period thereafter.
59. "TOU Periods" means the time of use periods for determination of payments as set forth in Appendix G.
60. "WATER" means Water/Wastewater Agency Tariff for Eligible Renewables the SCE Tariff schedule that implements Assembly Bill 1969.
61. "WECC" means the Western Electricity Coordinating Council, the regional reliability council for the Western United States, Southwestern Canada, and Northwestern Mexico.
62. "Web Client" has the meaning set forth in Appendix E.

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APPENDIX G

TOU Periods and Energy Allocation Factors

<u>Time of Use Periods ("TOU Periods")</u>			
<i>TOU Period</i>	<i>Summer Jun 1st - Sep 30th</i>	<i>Winter Oct 1st - May 31st</i>	<i>Applicable Days</i>
On-Peak	Noon - 6:00 p.m.	Not Applicable.	Weekdays except Holidays
Mid-Peak	8:00 a.m. - Noon	8:00 a.m. - 9:00 p.m.	Weekdays except Holidays
	6:00 p.m. - 11:00 p.m.		Weekdays except Holidays.
Off-Peak	11:00 p.m. - 8:00 a.m.	6:00 a.m. - 8:00 a.m.	Weekdays except Holidays.
		9:00 p.m. - Midnight	Weekdays except Holidays.
	Midnight - Midnight	6:00 a.m. - Midnight	Weekends and Holidays
Super-Off- Peak	Not Applicable.	Midnight - 6:00 a.m.	Weekdays, Weekends and Holidays

<u>Energy Allocation Factors (Factor "B" in Section 6.5)</u>			
<i>Season</i>	<i>TOU Period</i>	<i>Calculation Method</i>	<i>Energy Allocation Factor</i>
Summer	On-Peak	Fixed Value	3.13
	Mid-Peak	Fixed Value	1.35
	Off-Peak	Fixed Value	0.75
Winter	Mid-Peak	Fixed Value	1.00
	Off-Peak	Fixed Value	0.83
	Super-Off-Peak	Fixed Value	0.61

"Holiday" is defined as New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, or Christmas Day.

When any Holiday falls on a Sunday, the following Monday will be recognized as a Holiday. No change will be made for Holidays falling on Saturday.

APPENDIX H

Summary of Dates, Term and Product Price for this Agreement
(SCE to complete this Appendix after Initial Operation is confirmed.)

1. The Renewable Generating Facility's date of Initial Operation is . **(SCE to confirm date using NGOM data.)**
2. Term of 10 / 15 / 20 Term Years. **(Producer to select.)**
3. Product Price for this Agreement is \$ 0. per kWh. **(SCE to confirm using applicable MPR ruling, Producer's term and Initial Operation date.)**



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