

PREVAILING WAGE DISCLOSURE

California's prevailing wage law (Public Utilities Code section 769.2) applies to the contractor(s) constructing this Renewable Electrical Generating Facility. This Disclosure Form provides SCE's customer installing such a facility with information about the customer's contractor's obligations and the consequences to the customer for the contractor's failure to comply with the prevailing wage law. If, for instance, the contractor does not pay prevailing wages to its workers during the construction of this facility, this facility will be ineligible for service on any net energy metering and net billing tariffs and this facility will be transferred to another tariff for the purpose of compensating the customer for exports from the facility.

<i>Contractor Company Name:</i>	
<i>CSLB Number:</i>	
<i>Contact Name:</i>	
<i>APP ID:</i>	
<i>Generating Facility Service Address:</i>	
<i>Service Account:</i>	

Compliance with Prevailing Wage Law

1) **Requirements:**

- a) Contractors seeking to interconnect new or modified renewable generating facilities with or without paired energy storage systems¹ on or after January 1, 2024, must:
 - i) Pay each of its workers a prevailing wage as defined by Public Utilities Code § 769.2;
 - ii) Maintain and bi-annually supply payroll records to the CPUC on July 1 and December 31;
 - iii) Maintain and supply payroll records to the Department of Industrial Relations in accordance with the Labor Code § 1771.4
- b) Customers installing and interconnecting such facilities must, as part of the interconnection application execute and submit this Prevailing Wage Disclosure Form before SCE will interconnect the facility.

I understand that if the contractor of record on this interconnection request has previously failed to submit required payroll records to the CPUC in connection with its work on my or other customers' facilities, permission to operate the proposed Generating Facility will be delayed until that deficiency is corrected. More information can be found at: <https://cpucsurge.org/>

2) **Penalties:** Violations of the above will result in SCE imposing the following penalties on the customer:

- (1) If after SCE has issued Permission to Operate (PTO) and interconnected the

¹ These requirements do not apply to certain public works projects, residential customers with systems sized 15 kilowatts or less, residential customers seeking to interconnect such facilities that the customer has installed on a single-family home, a modular home, a modular home community, or multiunit housing that has two or fewer stories.

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customer's facility, the Department of Industrial Relations determines that in connection with the construction of the customer's facility the contractor willfully failed to pay its workers a prevailing wage, SCE will:

- a. Discontinue serving that facility on a Net Energy Metering or Net Billing Tariff;
- b. Transfer the customer's generating facility identified in the willful wage violation to a new tariff, which will compensate the customer for exports from the facility under that tariff. The generating facility shall be subject to Departing Load and Standby tariffs;
- c. SCE shall provide notification to the Customer in accordance with the following:
 - i. 30 calendar days prior to removing the customer account from service on the net energy metering or net billing tariff if the facility is metered by a single meter;
 - ii. 60 calendar days prior to removing the customer account from service on the net energy metering or net billing tariff if the facility is metered by multiple meters (i.e., Virtual or Aggregation customers).
- d. Perform an account true-up after the time periods referenced in 2.a.iii have expired.

(2) **Removal of Penalties:** If the Department of Industrial Relations or California courts have conclusively reversed the willful wage violation against the customer's contractor, SCE shall restore the facility's service on the applicable net energy metering or net billing tariff the first billing cycle after SCE learn of the reversal. The legacy period will be based on the original permission to operate per the applicable NEM or NBT Schedule.

By signing this disclosure, I acknowledge that I have read and understand the requirements, and risk of being subject to the penalties, set forth herein.

Customer Name (Printed): _____

Customer Signature: _____

(Print name and title of signee, applicable if customer is a Company)

Date: _____