BEFORE THE PUBLIC UTILITIES COMMISSION OF THE

STATE OF CALIFORNIA

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Application of Southern California Edison Company (U 338-E) for Authority to Implement and Recover in Rates the Cost of its Proposed Solar Photovoltaic (PV) Program.	)))))	A.08-03-015 (Filed March 27, 2008)
		(NOT CONSOLIDATED)
Order Instituting Rulemaking to Continue Implementation and Administration of California Renewables Portfolio Standard Program.	))))	R.08-08-009 (Filed August 21, 2008)

SOUTHERN CALIFORNIA EDISON COMPANY'S (U 338-E) ANNUAL COMPLIANCE REPORT ON THE SOLAR PHOTOVOLTAIC PROGRAM

(PUBLIC VERSION)
ATTACHMENTS D & F REDACTED
ATTACHMENTS B, C & E CONFIDENTIAL

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Dated: July 1, 2010

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BEFORE THE PUBLIC UTILITIES COMMISSION OF THE

STATE OF CALIFORNIA

Application of Southern California Edison Company (U 338-E) for Authority to Implement and Recover in Rates the Cost of its Proposed Solar Photovoltaic (PV) Program.	)))))	A.08-03-015 (Filed March 27, 2008)
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SOUTHERN CALIFORNIA EDISON COMPANY'S (U 338-E) ANNUAL COMPLIANCE REPORT ON THE SOLAR PHOTOVOLTAIC PROGRAM

Pursuant to Decision ("D.") 09-06-049 and Resolution E-4299, Southern California Edison Company ("SCE") submits its Annual Compliance Report on the Solar Photovoltaic Program ("SPVP Report"). In accordance with Resolution E-4299, SCE is filing this SPVP Report consistent with the California Public Utilities Commission's ("Commission") confidentiality rules.[1]

I.

INTRODUCTION

The Solar Photovoltaic Program ("SPVP") is a five-year program adopted by the Commission in D.09-06-049 to spur the development of distributed solar photovoltaic projects in SCE's service territory, primarily commercial rooftop projects in the one to two megawatt

[1] Resolution E-4299 at 24.

As part of the SPVP, the Commission ordered SCE to file an annual compliance report that furnishes information in accordance with certain specified categories. The purpose of the report is to allow Energy Division to summarize the results of the SPVP in its reports to the legislature on the renewables portfolio standard program.[4] Below, SCE responds to each category of requested information as set forth by the Commission.

II.

INFORMATION REGARDING THE INDEPENDENT POWER PRODUCER PORTION OF THE SPVP

A. Documentation of All Solicitations Issued for Power Purchase Agreements.

In Attachment A, SCE provides all documentation issued in the 2010 Request for Offers from IPPs for the SPVP ("RFO"). This includes: (1) the RFO schedule, (2) RFO participation instructions, (3) SPVP pro forma agreement, (4) offer template, (5) site owner's acknowledgment letter, (6) summary of developer experience form, (7) time-of-use periods table and energy allocation factors table, (8) SCE's transmission ranking cost report, (9) background documents on the SPVP, (10) interconnection information (specifically, Attachment G to the Wholesale Distribution Access Tariff),[5] and (11) common questions and answers regarding the SPVP.

Additional information relating to the RFO, including an audio recording of the RFO conference and the revenue calculator for energy forecasts and payments, is publicly available at http://www.sce.com/EnergyProcurement/renewables/spvp-ipp. From that website IPPs can also access a map that identifies preferred locations for SPVP projects.[6]

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[4] *Id.* at 24.

[5] *See* Article 5 to RFO participation instructions.

[6] SCE was instructed by the Commission to provide preferred locations for SPVP projects. *See* Resolution E-4299 at 5-8.

B. A Description of All Offers[7] Received from the Power Purchase Agreements Solicitations, Including: (a) the Name of Offeror, (b) Location of Offer, (c) Offer Price, (d) Description of Proposed Facility (Generating Capacity, Type of Technology, Host Customer, Host Tenant, and On-Site Load), and (e) Identification of Winning Offers.

As set forth in the RFO schedule, sellers will submit binding offers to SCE on July 19, 2010. Thus, to date no binding offers have been submitted and no winning offers have been identified. Per the instructions of Energy Division, SCE will supplement its SPVP Report to include all information responsive to this category within 90 days of the close of its initial IPP solicitation.[8]

Sellers did submit non-binding offers to SCE on April 19, 2010. All responsive information regarding those non-binding offers is provided in Confidential Attachments B and C, including: (1) the name of the offeror, (2) location of the offer, (3) non-binding offer price, and (4) a description of the proposed facility (including generating capacity, type of technology, host customer, host tenant, and on-site load),[9] as well as additional information regarding IPP non-binding offers.[10]

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[7] For SCE's solicitations, it uses the term "offer" instead of "bid." Moreover, for purposes of reporting on the SPVP program, offers and non-binding offers need to be distinguished. Non-binding offers are comprised of indicative prices and information packages that allow SCE to evaluate potential offers and screen them against conforming criteria. Offers, on the other hand, are binding on sellers.

[8] SCE deems a solicitation "closed" once the Commission has approved all power purchase agreements that result from that solicitation.

[9] On several occasions, SCE requested from each offeror the host customer, host tenant, and onsite load. All responses received from offerors are included in Confidential Attachment C.

[10] SCE anticipates that there will be a certain amount of attrition between the non-binding offer submittals on April 19, 2010, and the binding offer eligibility determinations to be made July 12, 2010. For example, some offers will fall out due to an inability to meet interconnection study deadlines, loss of site control, and other reasons. However, some of the withdrawn offers can be expected to reappear in subsequent RFOs.

C. The Total Electrical Output for All Systems Under Power Purchase Agreements That Are Currently Selling Electricity to SCE, for Each Month of the Previous Year.

For the reasons set forth above, there is currently no electrical output from any IPP systems and there have been no power purchase agreements executed between SCE and any IPP. Per the instructions of Energy Division, SCE will supplement its SPVP Report to include information responsive to this category, if any, within 90 days of the close of its initial IPP solicitation.

D. A Description of the Distribution and Network Transmission Upgrades Generally Needed to Facilitate the Program, Including: (a) a Listing of Those IPP Projects Identified as Triggering the Need for Network Upgrades, and (b) Those IPP Projects Rejected from the Solicitation or with a Power Purchase Agreement Terminated Because of the Need for Network Upgrades.

To date, the need for any distribution or network transmission upgrades for IPP projects is not known. However, it is worth noting that the RFO instructions state that projects will not be eligible to submit binding offers if they trigger network transmission upgrades. Nonetheless, per the instructions of Energy Division, SCE will supplement this SPVP Report to include all information responsive to this category, if any, within 90 days of the close of its initial IPP solicitation.

III.

INFORMATION REGARDING THE UTILITY-OWNED GENERATION PORTION OF THE SPVP

A. A Description of All UOG Facilities for Which Work Has Been Initiated or Completed in the Previous Year, Including: (a) Capital Costs, (b) Operations and Maintenance Expenses, (c) Generating Capacity, (d) Description of the Site (Host Customer, Host Tenant, Lease Cost, and On-Site Load), and (e) Progress Toward Completion.

In Attachment D (portions of which are confidential) and Confidential Attachment E, SCE provides a description of each of the three UOG facilities for which work has been initiated or completed in the previous year, including: (1) capital costs, (2) operations and maintenance expenses, (3) generating capacity, (4) a description of the site (host customer, host tenant, lease cost, and on-site load), and (5) progress toward completion for the third site.

By way of background, SCE offers a brief description of each of the three UOG facilities. UOG Site 1 is located at 13230 San Bernardino Avenue in Fontana, California. It has a nameplate generating capacity of 2.44 MW direct current ("dc") and began commercial operation on November 26, 2008. UOG Site 2 is located at 14701 Yorba Avenue in Chino, California. It has a nameplate generating capacity of 1.22 MW dc and began commercial operation on October 29, 2009. UOG Site 3 is located at 1464 Merrill Avenue in Rialto, California. It is currently under construction, but once it is completed it will have a nameplate capacity of 1.22 MW dc. As of June 21, 2010, that project was 73% complete and is currently forecasted to begin commercial operation on August 2, 2010.

In D.09-06-049, the Commission approved the UOG portion of the SPVP at a base cost of $875 million[11] in direct capital expenditures, or $3.50 per watt (dc) with a 10% contingency.

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[11] Unless indicated otherwise, all monetary figures represent 2008 dollars.

As set forth in Application 08-03-015, SCE estimated the costs incurred during the start-up phase of the program to be $25 million for to the first 5 MW of installed generation, for a reasonableness cap of $5.50 per watt.[12] SCE's actual capital expenditures for the first two UOG sites are lower than the reasonableness threshold of $5.50 per watt (dc). UOG Site 1 has an installed cost of $4.95 per watt (2009 dollars) and UOG Site 2 has an installed cost of $4.94 per watt (2009 dollars). Accordingly, these expenditures are deemed reasonable pursuant to D.09-06-049.

B. A Calculation of the Levelized Cost of Energy ("LCOE") for Each UOG Facility That Is Completed and Interconnected to the Grid. This Calculation Shall Include Workpapers Showing Actual Amounts for All Cost and Electrical Output Entries Used to Calculate the LCOE.

In Attachment F (portions of which are confidential), SCE provides the LCOE for the two UOG facilities that are completed and interconnected to the grid. SCE notes that the LCOE for those two facilities does not provide a meaningful guide by which to compare UOG projects with IPP projects. As previously set forth before the Commission,[13] such comparisons are not appropriate for numerous reasons. Most importantly, customers do not pay an LCOE for UOG, yet they may do so under typical IPP power purchase agreements. The revenue requirements for UOG are based on cost of service and those requirements decline as the asset is depreciated. Therefore, any calculation of LCOE is a theoretical exercise made up of the actual costs to date and forecasted costs through the remainder of the life of the asset, and do not represent actual revenues paid by customers.

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[12] *See* SCE's SPVP Testimony; A.08-03-015 at 43.

[13] *See* SCE's SPVP Rebuttal Testimony at 4-9; Reply of SCE to Responses or Protests of DRA, TURN, IEP, CAL SEIA, CCENERGY, Joint Solar Parties, Recurrent Energy, and A-1 Sun, Inc. at 4-5.

C. Electrical Output by Month for the Previous Year for Each UOG Facility That Is Completed and Interconnected to the Grid.

In Attachment G, SCE provides the electrical output by month for the previous year from each of the two UOG facilities that are completed and interconnected to the grid.

D. A Complete Description of the Interconnection Upgrades Associated with Interconnecting Each UOG Facility, Including: (a) All Distribution and Network Transmission Upgrades Performed in the Prior Year or Anticipated to Be Performed in the Coming Years, (b) the Known or Projected Costs of Those Upgrades, (c) a Listing of the UOG Projects Identified as Triggering the Need for Network Upgrades, (d) the UOG Projects Implemented Notwithstanding the Need for Network Upgrades, and (e) the Cost of Those Network Upgrades.

To date, no UOG sites have had distribution or network transmission upgrades performed, nor are there any anticipated upgrades. In addition, no UOG projects have been identified as triggering the need for network upgrades. Finally, there have been no UOG projects implemented notwithstanding the need for network upgrades.

Respectfully submitted,

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Dated: July 1, 2010

Attachment A

A – 1

SCE.com Log In

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Password:

Remember Me LOG IN

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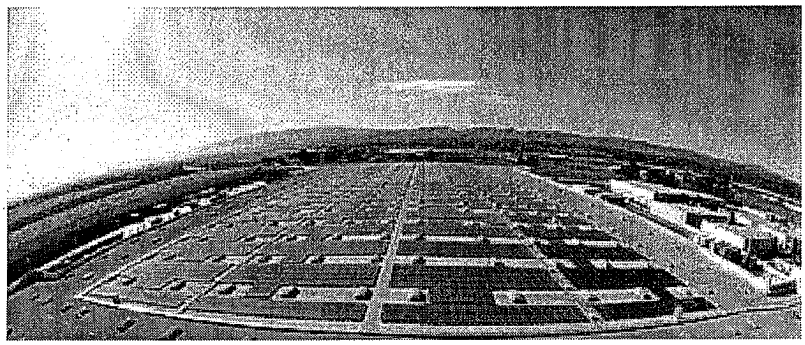
- Energy Supply & Management Power (ES&M)
- Natural Gas RFO
- ES&M 2010 Energy Auction
- SCE's RFP for Independent Evaluators
- RFP For Model Validation
- Procurement Review Group (PRG) Information
- Cost Allocation Mechanism (CAM) Group Information
- Renewable & Alternative Power
  - SPVP-IPP
    - 2010 Request for Offers (RFO) From Independent Power Producers for the Solar Photovoltaic Program
  - Renewables Standard Contracts Materials
  - CREST Program
  - REC-RFI

+ Expand All | - Collapse All

Renewable & Alternative Power - SPVP-IPP

2010 Request For Offers (RFO) From Independent Power Producers For The Solar Photovoltaic Program



Get Adobe® Reader

View the SPVP Areas Map

Please send any emails to **spvp-ipp@sce.com**.

RFO Schedule

RFO Schedule	
Date	**Event**
Thursday, March 18	SCE launches the RFO
Thursday, April 1	SCE hosts the RFO Conference **Listen to the conference** **Download Presentation Slides (PDF)**
Monday, April 19 (by 11 AM PST)	Offerors submit Non-Binding Offers
Monday, May 10	SCE advises all Offerors as to the status of their Non-Binding Offers relative to SCE's short list
By Monday, May 24	Offerors with short-listed Offers submit proof that interconnection applications have been submitted
Monday, July 12	Offerors with short-listed Offers (i) submit proof that interconnection screens have been passed or studies completed and (ii) deliver a fully completed, executable form of the PPA
Monday, July 19 (by 11 AM PST)	Offerors with short-listed Offers submit Binding Offers
Monday, July 26	SCE executes final agreements
By Friday, September 24	SCE submits Tier 2 Advice Letter seeking CPUC Approval for Final Agreements

RFO Materials

Important Information	
Document	**Description**

RFO Participation Instructions (PDF)	Protocols and eligibility criteria for the Solar Photovoltaic Program 2010 RFO
Appendix A: Pro Forma Agreement (Word)	Form of Solar Photovoltaic Program Power Purchase and Sale Agreement (PPA)
Appendix B: Offer Template (Excel)	Generating Facility Details, Offeror's Information and Indicative Product Price
Appendix C: Site Owner's Acknowledgement Letter (Word)	Acknowledgement by Site Owner that Offeror has informed Owner about the CSI and NEM Programs, and acknowledgement that Site Owner will be precluded from participating in either the CSI or the NEM programs for the Generating Facility
Appendix D: Summary of Developer Experience (Word)	Form of Summary of Developer Experience
TOU Periods & Energy Allocation Factors (PDF)	Time of Use Periods table and Energy Allocation Factors table
SCE's Transmission Ranking Cost Report (PDF)	The results of SCE's latest transmission study providing transmission cost information relative to particular geographic clusters of renewable resources.
Background Documents	CPUC web page containing all of the documents filed in the **SCE Solar PV Program**
Interconnection via SCE's Wholesale Distribution Access Tariff (WDAT)	**Access the website**
Revenue Calculator (Excel)	Standard calculator for energy forecasts and payments.

SPVP Areas Map

Based on initial screening studies, locating your SPVP project inside one of the identified areas could potentially minimize your costs of interconnection to the SCE system. Actual interconnection costs will be determined from further detailed studies which consider your specific project location, size, and application date relative to other SPVP projects in the same vicinity.

Viewing Instructions

There are two options to view the SPVP Areas. It is possible to view the information using your web browser at Google Maps or using the Google Earth application.

View in **Google Maps**.

To view in Google Earth, download the **SCE SPVP Areas KMZ file (updated May 6, 2010)**. In the Google Earth menu, select File > Open, then select the SCE_SPVP_Areas.kmz file.

For More Information

View the **Solar PV Program Questions and Answers (PDF)**.

Send questions to:

spvp-ipp@sce.com

Or contact:

George Wiltsee
(626) 302-4945

george.wiltsee@sce.com

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A – 2

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2010
Request for Offers
from
Independent Power Producers
for the
Solar Photovoltaic Program

RFO Participation Instructions

Version 2
Posted March 18, 2010

TABLE OF CONTENTS

ARTICLE ONE. GENERAL INFORMATION *1*

1.01 Introduction 1
1.02 SCE's Rights 2
1.03 Document Conflicts 2

ARTICLE TWO. ELIGIBILITY REQUIREMENTS *3*

2.01 Energy Resource Type and Eligibility 3
2.02 Generating Facility 3
2.03 Term 3
2.04 Interconnection; Network Upgrades 4
2.05 SCE Affiliates 4

ARTICLE THREE. RFO PROCESS *5*

3.01 Summary of the RFO Schedule 5
3.02 RFO Conference 5
3.03 Offeror's Non-Binding Offer Submission 5
3.04 Evaluation of Non-Binding Offers and Notification of Short-Listed Offers 6
3.05 Offeror's Submission of Interconnection Application 6
3.06 Interconnection Screens Passed or Studies Completed; Form of PPA Finalized 7
3.07 Submittal of Binding Offer 8
3.08 Acceptance of Binding Offers and Submission of the Final Agreement to the CPUC 8
3.09 Independent Evaluator 9

ARTICLE FOUR. EVALUATION OF OFFERS *10*

4.01 Conforming Criteria for Evaluation of Non-Binding Offers 10
4.02 Criteria for Evaluation of Binding Offers 10
4.03 Product Price 11

ARTICLE FIVE. INTERCONNECTION TO SCE'S ELECTRIC SYSTEM *12*

5.01 Introduction 12
5.02 Interconnection to SCE's Distribution System 14
5.03 Interconnection to SCE's Transmission System in the CAISO-Controlled Grid 15
5.04 System Impacts 15
5.05 References 16

ARTICLE SIX. DEVELOPMENT SECURITY AND COLLATERAL *17*

6.01 Development Security 17
6.02 Credit and Collateral for Generating Facilities with a Gross Power Rating of Greater than 5 MW DC 17

ARTICLE SEVEN. REGULATORY APPROVAL *18*

7.01 CPUC and FERC Approvals....18
7.02 Support for Regulatory Purposes....18

ARTICLE EIGHT. CONFIDENTIALITY....19

8.01 Treatment of Confidential Information....19
8.02 Permitted Disclosures....19
8.03 Certain Defined Terms....20
8.04 Miscellaneous....21

ARTICLE NINE. WAIVERS AND RESERVATION OF RIGHTS; REPRESENTATIIONS, WARRANTIES AND COVENANTS....22

9.01 Modification or Termination of the RFO....22
9.02 Release of SCE for any Delays....22
9.03 Waived Claims....22
9.04 Offeror's Representations, Warranties and Covenants....24
9.05 Good Faith Dealings....25

ARTICLE TEN. COMMUNICATIONS....26

LIST OF APPENDICES

A. Form of Solar Photovoltaic Program Power Purchase and Sale Agreement

B. Offer Template

C. Form of Site Owner's Acknowledgement Letter

D. Form of Summary of Developer Experience

SCE Comment:	*Each of the above Appendices may be downloaded from* http://www.SCE.com/spvp-ipp

ARTICLE ONE. GENERAL INFORMATION

1.01 Introduction.

Southern California Edison Company ("SCE"), in its 2010 request for offers from independent power producers ("RFO") for SCE's Solar Photovoltaic Program ("Solar PV Program"), is soliciting offers ("Offers") from owners of eligible solar photovoltaic Generating Facilities to supply the Product[1] in accordance with these RFO Participation Instructions ("RFO Instructions") and one or more Solar PV Program Power Purchase and Sale Agreements ("PPA"), the form of which is attached hereto as Appendix A.

Unless the context specifies or requires, (i) capitalized terms used but not otherwise defined in these RFO Instructions have the meanings set forth in the PPA, (ii) the term "Offers" includes both "Non-Binding Offers" (as defined in Section 3.03) and "Binding Offers" (as defined in Section 3.07), and (iii) references to any "Article", "Section" or "Appendix" corresponds to the Article, Section or Appendix of these RFO Instructions.

SCE's goal with respect to the Solar PV Program is to procure, over a five (5) year period, the Product from solar photovoltaic Generating Facilities using a standard PPA with a 20-year term. The total of the Gross Power Ratings of the Generating Facilities will be 250 MW expressed in units of direct current ("DC"). The Generating Facilities will be primarily in the range of 1 to 2 MW DC and built on rooftops. However, SCE will procure the Product from ground-mounted Generating Facilities so long as the total of the Gross Power Ratings of all such ground-mounted Generating Facilities does not exceed ten percent (10%) of the total Solar PV Program goal of 250 MW DC.[2]

Additionally, subject to the restrictions set forth in these RFO Instructions, SCE will also procure the Product from Generating Facilities with Gross Power Ratings of less than 1 MW DC and greater than 2 MW DC, provided that in no instance will SCE accept any Offer(s) for Generating Facilities with Gross Power Ratings of less than 500 kW DC or greater than 10 MW DC.

Offerors wishing to submit an Offer to SCE for one or more Generating Facilities with a combined Gross Power Rating of greater than 5 MW DC (but not greater than 10 MW DC) are not eligible to enter into the PPA attached hereto as Appendix A, but must execute a different power purchase and sale agreement (">5 MW DC PPA"), which contains additional terms and conditions, including, without limitation, additional credit, collateral, operational, performance and regulatory obligations. Offeror should promptly

---

[1] "Product" means (i) all solar photovoltaic electric energy produced by the Generating Facility, net of Station Use, and (ii) all Green Attributes, Capacity Attributes, and Resource Adequacy Benefits (as each additional term is defined in the PPA).

[2] The CPUC stated that it "expect[s] the bulk of the SPVP projects to be in the range of one to two MW and also on rooftops with some limited exception for ground-mounted projects. However, in no event should ground-mounted projects be more than 10% of the overall program capacity." (D.09-06-049, p.40, fn. 48.)

contact SCE and the Independent Evaluator in accordance with Article Ten if it intends to execute the >5 MW DC PPA.

The purpose of these RFO Instructions is to:

(a) Set forth the requirements for the submission of each Offer, including, without limitation, waivers, representations, warranties and covenants deemed made for all purposes as part of each Offer submission, as well as the treatment of Confidential Information (as defined in Section 8.03(a));

(b) Set forth the time-frame of the RFO;

(c) Describe the methods that SCE uses to evaluate each Offer; and

(d) Document the rights that SCE reserves for itself in the RFO.

These RFO Instructions, including its Appendices, are available on SCE's website at www.sce.com/spvp-ipp.

1.02 SCE's Rights.

In its sole discretion and upon consideration of a variety of factors, as discussed in these RFO Instructions, SCE may enter into PPAs with one or more entities that submit Offers (each, an "Offeror") providing the greatest value to SCE's customers. SCE reserves the right to reject any Offer at any time on the grounds that it does not conform to the terms and conditions of these RFO Instructions. SCE may also, in its sole discretion modify these RFO Instructions, including any of its Appendices, as it deems necessary or reasonable in order to implement the RFO and to comply with Applicable Law.

1.03 Document Conflicts.

If there is a conflict or inconsistency between the terms contained in these RFO Instructions (including Appendices B though D) and the form of PPA attached hereto as Appendix A, the terms contained in the PPA will prevail. Notwithstanding the foregoing, the terms of any PPA executed by SCE and Offeror as part of the RFO ("Final Agreement") will prevail over these RFO Instructions and each of the Appendices attached hereto, including the PPA.

*** *End of ARTICLE ONE* ***

ARTICLE TWO. ELIGIBILITY REQUIREMENTS

2.01 Energy Resource Type and Eligibility.

SCE will consider all timely Offers, submitted pursuant to these RFO Instructions, from any Offeror that proposes to sell the Product to SCE from a Generating Facility.

SCE encourages Offeror to seek "pre-certification" as an Eligible Renewable Resource, as such term is defined in California Public Utilities Code Section 399.12 and 399.16 ("ERR"), before the date that the Binding Offer (as defined in Section 3.07) must be submitted to SCE.[3]

2.02 Generating Facility.

(a) The Generating Facility must be a photovoltaic electric energy generating facility.

(b) The Site on which Offeror's Generating Facility is located must be within SCE's service territory.

(c) The Generating Facility must be located on a rooftop, provided that SCE may accept Offers from Offerors with solar photovoltaic ground-mounted Generating Facilities, subject to the ten percent (10%) maximum limitation on the total capacity of ground-mounted projects.

(d) The Generating Facility must have a Gross Power Rating of no less than 500 kW DC and no more than 10 MW DC.

(e) Subject to Section 2.02(c), a single Offer may be comprised of the aggregation of multiple Generating Facilities delivering the Product to the same PNode (as defined in the CAISO Tariff), provided that each Generating Facility has a Gross Power Rating of at least 500 kW DC.

(f) The Offeror of a Generating Facility with a Gross Power Rating of more than 5 MW DC must execute the >5 MW DC PPA (Offeror should promptly contact SCE and the Independent Evaluator in accordance with Article Ten if it intends to execute the >5 MW DC PPA).

2.03 Term.

The Term of any final PPA will be twenty (20) years. The Generating Facility must be scheduled to commence Operation on the Term Start Date, which must occur within 18 months of CPUC Approval.

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[3] For details on ERR qualifications, see the California Energy Commission's "Renewables Portfolio Standard (RPS) Eligibility Guidebook" (January 2008, Publication #CEC-300-2007-006-ED3-CMF), which is available at http://www.energy.ca.gov/renewables/documents/.

2.04 Interconnection; Network Upgrades.

All Generating Facilities must be interconnected to SCE's electric system. The Delivery Point for a Generating Facility will be the PNode for the Generating Facility. In no instance will SCE accept any Offer that proposes a Generating Facility whose interconnection would require any Network Upgrades (as defined in the CAISO Tariff).

2.05 SCE Affiliates.

SCE affiliates are permitted to participate in the RFO. Using the Offer Template, as further described in Appendix B, Offeror must disclose whether or not it is an SCE affiliate.

**** End of ARTICLE TWO ****

ARTICLE THREE. RFO PROCESS

3.01 Summary of the RFO Schedule.

Date	*Event*
Thursday, March 18	Launch of the RFO (see §3.02).
(Thursday, April 1)	RFO Conference (see §3.02).
By Monday, April 19 (by 11:00 a.m. Los Angeles time)	Offerors submit Non-Binding Offers (see §3.03).
Monday, May 10	SCE advises all Offerors as to the status of their Non-Binding Offers relative to SCE's short-list (see §3.04).
By Monday, May 24	Offerors with short-listed Offers submit proof that interconnection applications have been submitted (see §3.05 and Article Five).
Monday, July 12	Offerors with short-listed Offers (i) submit proof that interconnection screens have been passed or studies completed (see §3.06), and (ii) deliver a fully completed, executable form of the PPA (see §3.06).
Monday, July 19 (by 11:00 a.m. Los Angeles time)	Offerors with short-listed Offers submit Binding Offers (see §3.07).
Monday, July 26	SCE executes Final Agreements (see §3.08).
By Friday, September 24	SCE submits Tier 2 Advice Letter seeking CPUC Approval for Final Agreements (see §3.08(d) and Article VII).

3.02 RFO Conference.

In the week of March 29, 2010, SCE will host an RFO conference to discuss the RFO with potential Offerors. The RFO website and these RFO Instructions will be updated once a date and location for the RFO conference is determined.

Potential Offerors should visit SCE's web site at http://www.SCE.com/spvp-ipp for further information with respect to the RFO. Questions related to the RFO should be submitted to SCE in accordance with Article Ten, provided that questions related to the WDAT application, interconnection procedures or wholesale distribution service should be directed to SCE's Grid Interconnection and Contract Development Department in accordance with Section 5.02.

3.03 Offeror's Non-Binding Offer Submission.

SCE must receive each complete non-binding indicative Offer ("Non-Binding Offer") conforming to these RFO Instructions by 11:00 a.m. Los Angeles time on Monday, April 19, 2010. Offeror must submit its Non-Binding Offer(s) to SCE and the Independent Evaluator in accordance with Article Ten. SCE is not responsible for Offers received

after the submittal deadline due to unsuccessful delivery or otherwise. SCE will only consider submissions that, as of the submittal deadline, constitute a complete Non-Binding Offer.

A complete "Non Binding Offer" is an Offer that is submitted in accordance with these RFO Instructions and must include all of the following documents, which each Offeror must submit electronically in the specified format:

Document	*Format*
Offer Template, the form of which is attached hereto as Appendix B, including, without limitation, (i) details regarding the Generating Facility, and (ii) a single non-binding indicative Product price ("Indicative Product Price"), expressed in United States dollars per MWh alternating current ("AC") before application of the Energy Payment Allocation Factor multiplier, to be applied to the Product over the full 20-year Term of the PPA. See Section 4.01(f), which sets a ceiling for the Indicative Product Price, which also applies to the Binding Product Price.	Microsoft Excel
Photograph of the roof or site.	Adobe Acrobat
Interconnection status (including a copy of the interconnection application and any studies, if available).	Adobe Acrobat
Demonstration of Site Control, in accordance with Section 4.01(b).	Adobe Acrobat
An acknowledgment letter, the form of which is attached hereto as Appendix C, executed by the owner of the Site, regarding the California Solar Initiative program and net energy metering tariff.	Adobe Acrobat
Summary of Developer Experience, the form of which is attached hereto as Appendix D.	Adobe Acrobat
Redline of the PPA (e.g., blank spaces and appendices filled in, etc.), the form of which is attached hereto as Appendix A. Except for completing the information requested in the PPA, Offeror should not make any substantive modifications to terms of the PPA, other than modifications that are Generating Facility- or Offeror-specific.	Microsoft Word

3.04 Evaluation of Non-Binding Offers and Notification of Short-Listed Offers.

SCE will evaluate each Non-Binding Offer in accordance with and subject to these RFO Instructions, including, without limitation, Sections 4.01 and 4.03. SCE will notify each Offeror by e-mail no later than close of business May 10, 2010 of whether or not such Offeror's Non-Binding Offer has been short-listed.

3.05 Offeror's Submission of Interconnection Application.

(a) If SCE notifies Offeror that its Non-Binding Offer has been short-listed, and Offeror wants to continue to participate in the RFO, then Offeror must, within ten (10) Business Days after such notification, (i) file an interconnection application

and a distribution service application with SCE's Grid Interconnection and Contract Development Department at the e-mail address set forth in Section 5.02, or (ii) file an interconnection application with the California Independent System Operator ("CAISO"), as applicable, and, in either case, must also submit an additional copy of such interconnection application (and distribution service application, if applicable) to SCE and the Independent Evaluator in accordance with Article Ten.

If Offeror filed an interconnection application (and distribution service application, if applicable) with either SCE's Grid Interconnection and Contract Development Department, at the e-mail address set forth in Section 5.02, or the CAISO, as applicable, before submitting its Non-Binding Offer(s) to SCE, Offeror must provide a copy of the filed interconnection application (and distribution service application, if applicable) to SCE and the Independent Evaluator in accordance with Article Ten within ten (10) Business Days after short-list notification by SCE. If Offeror does not provide a copy of the filed interconnection application (and distribution service application, if applicable) as set forth in the previous sentence, SCE may deem the Non-Binding Offer to have been withdrawn by Offeror.

For interconnection to points on SCE's electric system that are not controlled by the CAISO, Offeror must file both an interconnection application and a distribution service application with SCE pursuant to SCE's Wholesale Distribution Access Tariff ("WDAT") Small Generator Interconnection Procedure ("SGIP"). For interconnection to points on SCE's electric system that are controlled by the CAISO, Offeror must apply to the CAISO for interconnection pursuant to CAISO's Small Generator Interconnection Procedure tariff. See Article Five for additional information with respect to the filing an interconnection application with the appropriate entity.

(b) Upon being notified by SCE that its Non-Binding Offer has been short-listed, if Offeror does not wish to continue in the RFO, Offeror must withdraw from the RFO within ten (10) Business Days after the short-list notification from SCE by notifying SCE and the Independent Evaluator in accordance with Article Ten.

3.06 Interconnection Screens Passed or Studies Completed; Form of PPA Finalized.

On or before Monday, July 12, 2010, an Offeror that has had its Offer short-listed must, in accordance with Article Ten, submit documentation to SCE and the Independent Evaluator evidencing that it has passed the first nine (9) screens in the Fast Track Process (as described in the WDAT SGIP), or received a completed system impact study or phase one interconnection study identifying that no Network Upgrades (as defined in the CAISO Tariff) are required to interconnect the Generating Facility.

On or before Monday, July 12, 2010, an Offeror that has had its Offer short-listed must, in accordance with Article Ten, submit a fully completed, executable final form of PPA to SCE and the Independent Evaluator.

3.07 Submittal of Binding Offer.

By 11:00 a.m. Los Angeles time on Monday, July 19, 2010, Offerors eligible to submit one or more Binding Offers must submit such Binding Offer(s) to SCE and the Independent Evaluator in accordance with Article Ten. For purposes of these RFO Instructions, a "Binding Offer" is an Offer that is submitted in accordance with these RFO Instructions and contains the following documents, which each Offeror must submit in the specified format:

Document	*Format*
A final, executable form of the PPA, *executed by Offeror*, which includes a binding Product price ("Binding Product Price"), expressed in United States dollars per MWh AC before application of the Energy Payment Allocation Factor multipliers, to be applied to the Product over the full 20-year Term of the PPA.	Microsoft Word, but executed signature page should be sent as an Adobe Acrobat file.
In accordance with California Commercial Code §2205(a), Buyer's written assurance that its Binding Offer will be held open until at least through July 26, 2010.	E-mail.

In addition, by 11:00 a.m. Los Angeles time on Monday, July 19, 2010, SCE must receive two (2) *originals* of the PPA(s), *executed by Offeror*, at the following address:

Southern California Edison Company
Attn: George Wiltsee, Renewable & Alternative Power
2244 Walnut Grove Ave.
Rosemead, CA 91770
(626) 302-4945

3.08 Acceptance of Binding Offers and Submission of the Final Agreement to the CPUC.

(a) SCE will evaluate each Binding Offer in accordance with and subject to the RFO Instructions, including, without limitation, Sections 4.02 and 4.03.

(b) SCE will notify by e-mail those Offerors whose Binding Offers are accepted for execution by SCE.

(c) On or before July 26, 2010, SCE will countersign the two (2) originals of the PPA(s) executed by Offeror. SCE will then send one original version of the Final Agreement to Offeror.

(d) Within sixty (60) days of the execution by the Parties of the Final Agreement(s), SCE will submit such Final Agreement(s) to the CPUC for CPUC Approval. See Article Eight for additional information.

3.09 Independent Evaluator.

In accordance with the requirements set forth in D.09-06-049, SCE has engaged an Independent Evaluator to evaluate and report on the RFO ("Independent Evaluator"), including the evaluation, selection, and negotiation process for the RFO. The Independent Evaluator will review all Offers and will have the opportunity to be present at meetings and conference calls between SCE and Offerors.

In accordance with Article Ten, Offeror must include the Independent Evaluator in all e-mail communications with SCE related to the RFO.

None of the activities of the portion of the Solar PV Program (commonly called utility-owned generation) whereby SCE will own, install, operate and maintain 250 MW DC of distributed solar PV projects in SCE's service territory will fall within the scope of the Independent Evaluator.

**** End of ARTICLE THREE ****

ARTICLE FOUR. EVALUATION OF OFFERS

4.01 Conforming Criteria for Evaluation of Non-Binding Offers.

Following its receipt of Offeror's Non-Binding Offer(s), SCE will evaluate such Non-Binding Offer(s) against a set of conforming criteria, including, without limitation, the following:

(a) The Offeror must meet the eligibility requirements set forth in Article Two and must have submitted its Non-Binding Offer(s) in accordance with these RFO Instructions, including, without limitation, Section 3.03;

(b) The Offeror must demonstrate Site Control by owning the Site, leasing the Site under a lease, or holding a right-of-way grant or similar instrument with respect to the Site, and must adhere to the Site Control requirements under Offeror's interconnection application;[4]

(c) Neither the Offeror nor the owner of the Site may participate in the California Solar Initiative program ("CSI") or net energy metering tariff ("NEM"), and the owner of the Site will be required to sign the letter, the form of which is attached hereto as Appendix C, acknowledging familiarity with CSI and NEM, and a commitment not to apply for either program with respect to the subject Generating Facility from the date that the Final Agreement is executed by the Parties until the Term End Date;

(d) The Offeror must have a "minimum level of developer experience" with large commercial and industrial roof-mounted solar photovoltaic installations;[5]

(e) The Generating Facility must be a commercially proven solar photovoltaic Generating Facility and use Underwriters Laboratory (UL) rated components; and

(f) The Indicative Product Price is not greater than $192.50/MWh AC.[6]

4.02 Criteria for Evaluation of Binding Offers.

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[4] A change in Site location during the RFO process will not disqualify an otherwise qualified Offer, provided that the Offeror demonstrates Site Control for the new Site, the change in Site does not impact the scheduled Term Start Date, and the new Site uses the same interconnection point.

[5] The CPUC has defined "minimum level of developer experience" to mean that "the company and/or the development team has completed two or more projects of similar technology and has developed projects of cumulative capacity equal to one megawatt." (Resolution E-4299, p.15)

[6] Average annual costs to SCE, including Energy Payment Allocation Factors for the TOU Periods, are not to exceed $260/MWh AC, which is the levelized cost of electricity for SCE's utility-owned solar photovoltaic program's generation. SCE estimates that, over the Term of the PPA, and including the Energy Payment Allocation Factors for the TOU Periods, a $192.50 MWh AC Binding Product Price will result in annual average costs equal to $260/MWh AC (i.e., $192.50 x 1.35). The estimated difference between the average annual costs of $260/MWh AC and the $192.50/MWh AC is a result of photovoltaic projects delivering the majority of their energy during peak periods).

SCE will evaluate and select Binding Offers from eligible Offerors based on the following factors:

(a) The five-year 250 MW DC capacity goal, as further described in Section 1.01;

(b) The limitation that no more than 10% of the overall program capacity will be ground-mounted; and

(c) Binding Product Price (i.e., Binding Offers will be ranked and selected based on the Binding Product Price ($/MWh AC). Binding Offers with a lower Binding Product Price will be accepted before Binding Offers with a higher Binding Product Price. Under no circumstances will SCE accept a Binding Offer with a Binding Product Price greater than $192.50/MWh AC.

4.03 Product Price.

Each of the Indicative Product Price and the Binding Product Price submitted by Offeror to SCE in each Offer must include, without limitation:

(a) All awards, subsidies, tax credits (including, without limitation, production tax credits and investment tax credits) with respect to the Generating Facility;

(b) All other benefits that Offeror reasonably expects to apply to either the Indicative Product Price or the Binding Product Price;

(c) Direct Assignment Costs (as defined in Section 5.01(c)(i));

(d) The assumption that:

(i) Offeror is required to post Development Security equal to Twenty Dollars ($20.00) per kW DC of the Gross Power Rating;

(ii) Each of the Indicative Product Price and the Binding Product Price will be adjusted in each hour of delivery by the Energy Payment Allocation Factors set forth in Appendix E to the PPA.

**** End of ARTICLE FOUR ****

ARTICLE FIVE. INTERCONNECTION TO SCE'S ELECTRIC SYSTEM

5.01 Introduction.

(a) Areas with Potential Generating Capacity. A list of areas where generating capacity appears to be available in SCE's service territory is posted at www.sce.com/spvp-ipp. This list of areas is intended to assist Offerors in identifying Sites that may require minimal upgrades in order to interconnect to SCE's electric system. These areas have experienced, or are expected to experience growth in demand. SCE does not guarantee that conditions in these areas will remain the same or that property suitable for the Solar PV Program is available in these areas.

(b) Interconnection Application Information Needed to Prepare Offers. Any application for interconnection to SCE's *distribution system* must be directed to SCE's Grid Interconnection and Contract Development Department, at the e-mail address set forth in Section 5.02, to request both interconnection service and distribution service under the WDAT. All of SCE's electric circuits that are not in the CAISO-Controlled Grid (as defined in the CAISO Tariff), which are generally those that are 66 kV or lower, are considered to be part of the distribution system.

Any application for interconnection to SCE's *transmission system* in the CAISO-Controlled Grid must be directed to the CAISO in accordance with the CAISO Tariff. SCE's electric circuits that are 220 kV or greater are generally considered to be part of SCE's transmission system and are in the CAISO-Controlled Grid. SCE has some 115 kV electric circuits (and some 66 kV electric circuits in the Tehachapi area) that are considered to be part of SCE's transmission system and in the CAISO-Controlled Grid as well.

Offerors must contact SCE's Grid Interconnection and Contract Development Department at the email address set forth in Section 5.02 to determine whether the SCE electric circuit to which Offeror intends to interconnect its Generating Facility is part of SCE's distribution system or SCE's transmission system. See Sections 5.02 and 5.03 for further information.

(c) Responsibility for Interconnection Costs.

(i) Direct Assignment Costs. An Offeror is responsible for all Direct Assignment Costs for interconnecting to SCE's electric system. Offeror's Indicative Product Price and Binding Product Price must be based on the assumption that Offeror will bear the Direct Assignment Costs because there is no reimbursement of these costs to Offeror. For purposes of this Section 5.01(c)(i), "Direct Assignment Costs" means, generally, the costs for interconnection facilities and upgrades to SCE's distribution system

that are necessary to physically and electrically interconnect a Generating Facility to SCE's electric system.

(ii) Network Upgrades Not Permitted Under the Solar PV Program. SCE will not consider Offers in response to this RFO that require Network Upgrades (as defined in the CAISO Tariff) to interconnect the Generating Facility to the CAISO-Controlled Grid.

(d) Applicable Tariffs. Offeror should review the following documents (links are provided on the Solar PV Program website at www.sce.com/spvp-ipp):

(i) SCE's WDAT for requirements to interconnect to SCE's distribution system;

(ii) The CAISO Tariff for requirements to interconnect to SCE's transmission system located in the CAISO-Controlled Grid; and

(iii) SCE's Interconnection Handbook for the technical requirements to interconnect its Generating Facility with SCE's electric system.

(e) Interconnection Application and Process.

(i) Offeror must provide to SCE and the Independent Evaluator, in accordance with Article Ten:

1) A copy of any correspondence from the CAISO or SCE's Grid Interconnection and Contract Development Department, which deems Offeror's interconnection application complete, no later than three (3) Business Days after Offeror's receipt thereof; and

2) Any agreement, study or analysis provided to Offeror by the CAISO or SCE's Grid Interconnection and Contract Development Department no later than three (3) Business Days after Offeror's receipt thereof.

(ii) Offeror's interconnection application and distribution service application must contain a request for interconnection of, and distribution service for the entire Gross Power Rating that Offeror proposes to sell to SCE.

A complete interconnection application and distribution service application, if applicable, must be filed with the SCE's Grid Interconnection and Contract Development Department at the e-mail address set forth in Section 5.02, or the CAISO, as applicable, within ten (10) Business Days of SCE notifying Offeror that it has been short-listed. See Section 3.05 for additional details.

(f) Interconnection Procedure. Subject to Applicable Law, including, without limitation, the rules and regulations of the Federal Energy Regulatory Commission ("FERC"), SCE will have no liability to Offeror for the time taken to complete interconnection studies or facilities upgrades that are necessary for Offeror's Generating Facility to commence the Term of the Final Agreement. Timelines for conducting interconnection studies are included in the applicable tariffs and interconnection study agreements as part of the interconnection process. SCE's Renewable and Alternative Power Department makes no representations or warranties as to when any required interconnection studies or facilities upgrades will be completed. That information will be provided by SCE's Grid Interconnection and Contract Development Department in the course of completing the interconnection studies.

SCE will not be liable to Offeror for any reduction in Offeror's payments or reduction of the Term of the Final Agreement in the event the Term Start Date is delayed or not achieved as a result of any interconnection studies performed by SCE or the CAISO.

Agreements executed between Offeror and SCE or the CAISO, as applicable, with respect to the interconnection process only provide interconnection service to SCE's electric system and do not guarantee a Final Agreement with SCE. Similarly, a Final Agreement between Offeror and SCE does not guarantee an agreement between Offeror and SCE or the CAISO, as applicable, with respect to the interconnection process.

If requested, the CAISO will, pursuant to the CAISO Tariff, perform a deliverability study that identifies congestion concerns on SCE's electric system that may limit the full output of the Generating Facility as well as the facility upgrades required to relieve the congestion.

In preparing Offers, Offerors are encouraged to review SCE's Transmission Ranking Cost Reports; a link is provided on the SCE Solar PV Program website at www.sce.com/spvp-ipp.

5.02 Interconnection to SCE's Distribution System.

In order to connect to SCE's distribution system, Offeror must file the following with SCE:

(a) An interconnection application to SCE pursuant to the WDAT SGIP, available at http://www.sce.com/NR/sc3/tm2/RPA/Reg_Info_Ctr/OpenAccess/wholesale_distribution_access_tariff.pdf; and

(b) An application for wholesale distribution service (pursuant to Section 15.2 of the WDAT) to transmit the Generating Facility's output from the point of interconnection on SCE's distribution system to the CAISO-Controlled Grid, along with a separate deposit in the amount of $2.00/kW DC of the Gross Power Rating.

A Generating Facility with a Gross Power Rating of 2 MW DC or less may be eligible for expedited treatment pursuant to the Fast Track Process (as described in the WDAT SGIP).

Questions related to the WDAT application, interconnection procedures or wholesale distribution service should be directed to SCE's Grid Interconnection and Contract Development Department at InterconnectionQA@sce.com. Please include "*SPVP-IPP RFO 2010*" in the subject field.

5.03 Interconnection to SCE's Transmission System in the CAISO-Controlled Grid.

In order to connect to SCE's transmission system in the CAISO-Controlled Grid, Offeror's interconnection application must be sent directly to the CAISO in accordance with the CAISO Tariff. The CAISO's interconnection procedures and application form can be found in the CAISO Tariff under Section 25, "Interconnection of Generating Units and Generation Facilities to the CAISO Controlled Grid", and Appendix S, "Small Generator Interconnection Procedure", which are available at: http://www.caiso.com/pubinfo/tariffs/index.html.

5.04 System Impacts.

In order to transmit the full output of the Generating Facility from the interconnection point to the CAISO-Controlled Grid reliably, electric system upgrades may be required. Electric system upgrades may include, without limitation, distribution lines, transmission lines, transformer banks, special protection systems, substation breakers, capacitors and/or other equipment required to reliably transfer the output of the Generating Facility to SCE's consumers.

As part of the interconnection process, the CAISO or SCE, as applicable, typically performs interconnection studies in order to determine if electric system upgrades are required. If the interconnection studies identify a potential need for electric system upgrades, estimates of the cost and time to construct such upgrades are provided as part of the studies. Later stage interconnection studies provide for more detailed cost and time-to-construct information associated with the interconnection facilities and electric system upgrades.

5.05 References.

Offeror is encouraged to review the following websites and documents included therein to obtain additional information related to the interconnection process:

NERC Planning Standards and Operating Policies:
http://www.nerc.com

WECC Reliability Standards:
http://www.wecc.biz/Standards/Pages/default.aspx

WECC Regional Reliability Organization ("RRO") Documents related to NERC Standards:
http://www.wecc.biz/library/rro/default.aspx

CAISO New Generator Interconnection:
http://www2.caiso.com/docs/2002/06/11/2002061110300427214.html

CAISO Generation Requirements:
www2.caiso.com/thegrid/generation/index.html

CAISO Grid Planning Standards:
http://www.caiso.com/docs/09003a6080/14/37/09003a608014374a.pdf

CPUC General Order 167:
http://www.cpuc.ca.gov/PUC/emrep/go167_excerpt.htm

SCE Wholesale Generation Interconnection Technical Requirements:
http://www.sce.com/NR/rdonlyres/851128D1-6820-43DD-BAD4-B30DE27B0F35/0/InterconnectionHandbookWG_081805.pdf

SCE Wholesale Distribution Access Tariff Generator Interconnections:
http://www.sce.com/AboutSCE/Regulatory/openaccess/

*** *End of ARTICLE FIVE* ***

ARTICLE SIX. DEVELOPMENT SECURITY AND COLLATERAL

6.01 Development Security.

On or before the thirtieth (30th) day following the date of execution of the Final Agreement by the Parties, Offeror must post and thereafter maintain Development Security in the amount of twenty dollars ($20.00) for each kW DC of the Gross Power Rating. The Development Security will be held as security by SCE to ensure that Offeror installs and demonstrates the Gross Power Rating by the Term Start Date. The Development Security must be in the form of either a cash deposit or a Letter of Credit, the form of which is attached to the PPA as Appendix C.

Offerors should review the additional terms that address posting of Development Security during the development of the Generating Facility which are set forth in Section 4 of the PPA attached to hereto as Appendix A.

6.02 Credit and Collateral for Generating Facilities with a Gross Power Rating of Greater than 5 MW DC.

Offerors wishing to submit a single Offer to SCE for one or more Generating Facilities with combined Gross Power Ratings of greater than 5 MW DC must execute the >5 MW DC PPA, which contains additional terms and conditions, including, without limitation, additional credit and collateral obligations of Offeror. Offeror should promptly contact SCE and the Independent Evaluator in accordance with Article Ten if it intends to execute the >5 MW DC PPA.

**** End of ARTICLE SIX ****

ARTICLE SEVEN. REGULATORY APPROVAL

7.01 CPUC and FERC Approvals.

SCE's obligations to purchase power under a Final Agreement will only become effective upon CPUC Approval (as defined in the PPA) of the Final Agreement.

If a Final Agreement is entered into between SCE and any of its affiliates, such Final Agreement may also require an approval by the FERC. In such an instance, SCE's obligations under the Final Agreement will only become effective upon approval by both the CPUC and the FERC.

7.02 Support for Regulatory Purposes.

Offeror may be requested, and shall work with SCE to provide any information requested in the RFO for purposes of filing applications or advice letters with the CPUC for CPUC Approval of any Final Agreement.

**** End of ARTICLE SEVEN ****

ARTICLE EIGHT. CONFIDENTIALITY

8.01 Treatment of Confidential Information.

Each of SCE and Offeror (individually, a "Party" and collectively, the "Parties") acknowledges and agrees that, as of the date of Offeror's submission of a Non-Binding Offer to SCE (the "Non-Binding Offer Submission Date"), each Party shall be bound by this Article Eight, including each of the following provisions:

(a) Each Party agrees to treat Confidential Information (as defined in Section 8.03(a)) as confidential with respect to third parties and must not disclose Confidential Information except as specifically authorized in this Article Eight or as specifically agreed to by each Party in writing. Accordingly, each Party must take all necessary precautions and implement all requisite procedures and practices to protect Confidential Information provided by the other Party; and

(b) Notwithstanding anything to the contrary set forth herein, SCE agrees that SCE employees and contractors responsible for or otherwise materially involved in all or part of the independent power producer or competitive portion of the Solar PV Program or the related interconnection process must not disclose Confidential Information to any SCE employee or contractor working in the Project Development Division (as defined in Section 8.03(b)).

8.02 Permitted Disclosures.

Subject to the limitations set forth in Section 8.01(b), each Party may disclose Confidential Information only to its employees, directors, advisors, attorneys, consultants or accountants who have a strict need to know solely for the purpose of directly assisting such disclosing Party in evaluating any Offer ("Permitted Disclosee"), or in subsequent discussions or negotiations regarding such Offer and so long as such disclosing Party advises each Permitted Disclosee of the confidential nature of the Confidential Information and uses reasonable efforts to prevent or limit the disclosure of Confidential Information by such Permitted Disclosee. In addition, the Independent Evaluator for the RFO (as described in Section 3.09) is and must be deemed to be a Permitted Disclosee. Each Party may also disclose Confidential Information to representatives of its rating agencies who have a strict need to know solely for the purpose of directly assisting such disclosing Party in evaluating an Offer, so long as such disclosing Party advises the rating agency of the confidential nature of the Confidential Information and uses reasonable efforts to prevent or limit the disclosure of Confidential Information by any such rating agency.

SCE and the Independent Evaluator for the RFO may also disclose Confidential Information to the CPUC, the PRG, the California Energy Commission ("CEC"), and the CAISO and each of their staff and divisions thereof in furtherance of the RFO. Although SCE will seek confidential treatment of any Confidential Information submitted by it to the CPUC, by means of a motion for protective order under Public Utilities Code section

583 and General Order 66-C, or by appropriate application to or agreement with the PRG, the CAISO and the CEC, SCE may disclose Confidential Information under this paragraph even if no protective order is issued and no confidentiality or non-disclosure agreements are entered into. Neither SCE nor the Independent Evaluator for the RFO shall have any liability whatsoever to any party in the event of any unauthorized use or disclosure by a governmental or regulatory agency or entity, including, without limitation, the CPUC and all divisions thereof, the CEC, the FERC, the PRG, or the CAISO, of any Confidential Information or other information disclosed to any of them by SCE or its representatives.

8.03 Certain Defined Terms.

For purposes of these RFO Instructions:

(a) "Confidential Information" means all oral or written (including electronic) communications exchanged between the Parties related to an Offer or interconnection request, including, without limitation, the fact that an Offeror has submitted an Offer, and if applicable the facts (1) that SCE has short-listed the Offer, and (2) the Parties are negotiating the Offer.

Notwithstanding anything to the contrary set forth herein, the obligations set forth in this Article Eight do not apply to, and the term "Confidential Information" does not include:

(i) Information that is in the public domain as of the Non-Binding Offer Submission Date or that later comes into the public domain from a source other than from the Party obligated to treat the Confidential Information as confidential, as well as such Party's Permitted Disclosee or representatives of such Party's rating agencies;

(ii) Information that SCE or Offeror can demonstrate in writing was already known to SCE or Offeror, as applicable, before the Non-Binding Offer Submission Date;

(iii) Information which comes to SCE or Offeror from a bona fide third party not under an obligation of confidentiality; or

(iv) Information which is independently developed by SCE or Offeror without use of or reference to Confidential Information or information containing Confidential Information.

(b) "Project Development Division" means the organization at SCE responsible for, among other things, the implementation of the portion of the Solar PV Program (commonly called utility-owned generation) whereby SCE will own, install, operate and maintain 250 MW DC of distributed solar photovoltaic projects in SCE's service territory, as further described in CPUC Decision 09-06-049.

8.04 Miscellaneous.

(a) The Parties agree that irreparable damage would occur if the terms and conditions set forth in this Article Eight were not performed in accordance with its terms or were otherwise breached. Accordingly, a Party may be entitled to seek an injunction or injunctions to prevent breach of the terms and conditions set forth in this Article Eight and to enforce specifically its provisions in any court of competent jurisdiction, in addition to any other remedy to which such Party may be entitled by law or equity.

(b) The Parties agree not to introduce into evidence or otherwise voluntarily disclose in any administrative or judicial proceeding, any Confidential Information, except as required by Applicable Law or with the written consent of the Party providing the Confidential Information or as SCE or Offeror may be required to disclose to duly authorized governmental or regulatory agencies, including the CPUC or any division thereof, in order to demonstrate the reasonableness of its actions.

(c) All written Confidential Information supplied by a Party, and all copies or translations thereof made by the Party or Permitted Disclosee who received the Confidential Information, shall, upon written request of the Party who initially provided the Confidential Information, be returned to that Party, destroyed, or held and maintained subject to the terms of this Article Eight, provided that a Party or Permitted Disclosee is not be obligated to return or destroy any Confidential Information contained in its archive computer back-up system and, provided further, that a Party may retain copies of Confidential Information to the extent that retention is required by Applicable Law.

(d) Nothing in this Article Eight is intended to waive any attorney-client, work-product or other privilege applicable to any statement, document, communication, or other material of any Party.

(e) The terms of this Article Eight shall be effective as of the Non-Binding Offer Submission Date and shall terminate five (5) calendar years thereafter, or earlier upon the mutual written consent of the Parties or as required by Applicable Law.

(f) This Article Eight shall be interpreted, governed and construed under the laws of the State of California (without giving effect to its conflict of laws provisions that could apply to the law of another jurisdiction) as if executed in and to be wholly performed within the State of California.

(g) If any provision of this Article Eight is unenforceable or invalid, it shall be given effect to the extent it may be enforceable or valid, and such enforceability or invalidity will not affect the enforceability or invalidity of any other provision of this Article Eight.

**** End of ARTICLE EIGHT ****

ARTICLE NINE. WAIVERS AND RESERVATION OF RIGHTS; REPRESENTATIIONS, WARRANTIES AND COVENANTS

9.01 Modification or Termination of the RFO.

SCE reserves the right at any time to modify any dates specified in the RFO or abandon the RFO without notice, without assigning any reasons, and without liability of Edison International, SCE or any of their subsidiaries, affiliates or representatives to any Offeror.

SCE will not be deemed to have accepted any Offer, and will not be bound by any term thereof, unless and until authorized representatives of SCE and Offeror execute a Final Agreement.

If the RFO is terminated by SCE, Offeror shall be responsible for any expenses incurred by Offeror as a result of the RFO.

9.02 Release of SCE for any Delays.

Offeror acknowledges that except for SCE's obligation to submit a fully executed Final Agreement to the CPUC for CPUC Approval, Offeror bears sole responsibility for submitting all applications and obtaining all permits, leases or mortgages, and interconnection, financing and other agreements necessary for Offeror to perform under a Final Agreement. Offeror further acknowledges and agrees that, subject to Applicable Law (including, without limitation FERC rules and regulations), SCE shall have no liability for the:

(a) Time required to complete any studies, obtain any required permits for Generating Facility operation, or enter into any agreements discussed or contemplated under the RFO (including, without limitation, interconnection studies, leases, mortgages, financing or permits);

(b) Time required to perform construction for interconnection facilities or distribution upgrades necessary to meet any Term Start Date;

(c) Time to construct the Generating Facility;

(d) Direct Assignment Costs; or

(e) Time required to acquire any environmental permits to construct or operate, including, without limitation, acquisition of any emission credits required by law or regulation.

9.03 Waived Claims.

By submitting an Offer, Offeror knowingly, voluntarily, and completely waives any rights under statute, regulation, state or federal constitution or common law to assert any claim, complaint or other challenge in any regulatory, judicial or other forum, including

without limitation, the CPUC (except as expressly provided below), the FERC, the Superior Court of the State of California ("State Court") or any United States District Court ("Federal Court") concerning or related in any way to the RFO or these RFO Instructions, including all Appendices hereto ("Waived Claims"). Offeror further expressly acknowledges and agrees that if it asserts any Waived Claim at the CPUC, FERC, State Court or Federal Court, or otherwise in any forum, to the extent that Offeror's Offer has not already been disqualified, SCE is entitled to disqualify this Offer automatically from further consideration in the RFO or otherwise, and further, SCE may elect to terminate the RFO.

By submitting an Offer, Offeror further agrees that the sole forum in which Offeror may assert any challenge with respect to the conduct or results of the RFO is at the CPUC. Offeror further agrees that: (a) the sole means of challenging the conduct or results of the RFO is a complaint filed under Article 3, Complaints and Commission Investigations, of Title 20, Public Utilities and Energy, of the California Code of Regulations; (b) the sole basis for any such protest shall be that SCE allegedly failed in a material respect to conduct the RFO in accordance with these RFO Instructions, as may be revised from time to time; and (c) the exclusive remedy available to Offeror in the case of such a protest shall be an order of the CPUC that SCE again conduct any portion of the RFO that the CPUC determines was not previously conducted in accordance with these RFO Instructions, as may be amended from time to time (including the Appendices attached hereto). Offeror expressly waives any and all other remedies, including, without limitation, compensatory and/or exemplary damages, restitution, injunctive relief, interest, costs and/or attorneys' fees. Unless SCE elects to do otherwise in its sole discretion, during the pendency of such a protest, the RFO and any related regulatory proceedings related to the RFO will continue as if the protest had not been filed, unless the CPUC issues an order suspending the RFO or SCE has elected to terminate the RFO.

Offeror further acknowledges and agrees that if Offeror asserts any Waived Claim, SCE shall be entitled to seek immediate dismissal of Offeror's claim, complaint or other challenge, with prejudice, by filing a motion to dismiss (or similar procedural device) supported by the language in this Article Nine and that Offeror will not challenge or oppose such a request for dismissal. Offeror further acknowledges and agrees that if it asserts any Waived Claim, and if SCE successfully has that Waived Claim dismissed or transferred to the CPUC, Offeror shall pay SCE's full costs and expenses incurred in seeking such dismissal or transfer, including reasonable attorneys' fees.

Offeror agrees to indemnify and hold SCE harmless from any and all claims by any other Offeror asserted in response to the assertion of any Waived Claim by Offeror or as a result of an Offeror's protest to a filing at the CPUC resulting from the RFO.

Except as expressly provided in these RFO Instructions, nothing in these RFO Instructions, including Offeror's waiver of any Waived Claims as set forth above, shall in any way limit or otherwise affect the rights and remedies of SCE.

9.04 Offeror's Representations, Warranties and Covenants.

(a) By submitting an Offer, Offeror agrees to be bound by the conditions of the RFO, and makes the following representations, warranties, and covenants to SCE, which representations, warranties, and covenants shall be deemed to be incorporated in their entireties into each of Offeror's Offers:

(i) Offeror has read, understands and agrees to be bound by all terms, conditions and other provisions of these RFO Instructions;

(ii) Offeror has had the opportunity to seek independent legal and financial advice of its own choosing with respect to the RFO and these RFO Instructions, including the Appendices attached hereto;

(iii) Offeror has obtained all necessary authorizations, approvals and waivers, if any, required by Offeror to submit its Non-Binding Offer and, if Offeror submits a Binding Offer pursuant to the terms of these RFO Instructions, to enter into a Final Agreement with SCE;

(iv) Offeror's Offer complies with all Applicable Laws;

(v) Offeror has not engaged, and covenants that it will not engage, in any communications with any other actual or potential Offeror in the RFO concerning this solicitation, price terms in Offeror's Offer, or related matters and has not engaged in collusion or other unlawful or unfair business practices in connection with the RFO;

(vi) If Offeror is deemed eligible by SCE to submit a Binding Offer, any Binding Offer submitted by Offeror is subject only to SCE's acceptance, in SCE's sole discretion; and

(vii) The information submitted by Offeror to SCE in connection with the RFO and all information submitted as part of any Offer is true and accurate as of the date of Offeror's submission. Offeror also covenants that it will promptly update such information upon any material change thereto.

(b) By submitting an Offer, Offeror acknowledges and agrees that:

(i) SCE may rely on any or all of Offeror's representations, warranties, and covenants in the RFO (including any Offer submitted by Offeror);

(ii) SCE may disclose information as set forth in Article Eight of these RFO Instructions; and

(iii) In SCE's evaluation of Offers pursuant to the RFO, SCE has the right to disqualify an Offeror that is unwilling or unable to meet any other requirement of the RFO, as determined by SCE in its sole discretion.

(c) BY SUBMITTING AN OFFER, OFFEROR HEREBY ACKNOWLEDGES AND AGREES THAT ANY BREACH BY OFFEROR OF ANY OF THE REPRESENTATIONS, WARRANTIES AND COVENANTS IN THESE RFO INSTRUCTIONS SHALL CONSTITUTE GROUNDS FOR IMMEDIATE DISQUALIFICATION OF SUCH OFFEROR, IN ADDITION TO ANY OTHER REMEDIES THAT MAY BE AVAILABLE TO SCE UNDER APPLICABLE LAW, AND DEPENDING ON THE NATURE OF THE BREACH, MAY ALSO BE GROUNDS FOR TERMINATING THE RFO IN ITS ENTIRETY.

9.05 Good Faith Dealings.

It is expected that the Parties will act in good faith in their dealings with each other with respect to this RFO.

*** *End of ARTICLE NINE* ***

ARTICLE TEN. COMMUNICATIONS

Unless otherwise stated in these RFO Instructions, any exchange of any material information by electronic, written, oral or other means concerning the RFO, including any such exchange concerning the preparation of Offers or other submissions to SCE related to the RFO, must be submitted to both SCE and the Independent Evaluator for the RFO in the form of an e-mail at the following e-mail addresses:

(a) To SCE:

spvp-ipp@sce.com; and

(b) To SCE's Independent Evaluator at Merrimack Energy:

Wayne Oliver, waynejoliver@aol.com

The website address for the RFO is http://www.sce.com/spvp-ipp.

SCE may, in its sole discretion, decline to respond to any e-mail or other inquiry without liability or responsibility.

**** End of ARTICLE TEN ****

APPENDIX A

Form of Solar Photovoltaic Program Power Purchase and Sale Agreement

SCE Comment: The PPA can be downloaded from http://www.SCE.com/spvp-ipp. *Offerors wishing to submit a single Offer to SCE for one or more Generating Facilities with combined Gross Power Ratings of greater than 5 MW DC (but no greater than 10 MW DC) are not eligible to enter into the PPA attached hereto as Appendix A, but must execute the >5 MW DC PPA, which contains additional terms and conditions, including, without limitation, additional credit, collateral, operational, performance and regulatory obligations of Offeror. Offeror should promptly contact SCE and the Independent Evaluator in accordance with Article Ten if it intends to execute the >5 MW DC PPA.*

End of Appendix A

APPENDIX B

Offer Template

SCE Comment: The Offer Template can be downloaded from http://www.SCE.com/spvp-ipp.

****End of APPENDIX B****

APPENDIX C

Form of Site Owner's Acknowledgement Letter

SCE Comment:	*The Site Owner's Acknowledgement Letter can be downloaded from* http://www.SCE.com/spvp-ipp.

****End of APPENDIX C****

APPENDIX D

Form of Summary of Developer Experience

SCE Comment:	*The Form of Summary of Developer Experience can be downloaded from* http://www.SCE.com/spvp-ipp.

****End of APPENDIX D****

A – 3

SOLAR PHOTOVOLTAIC PROGRAM POWER PURCHASE AND SALE AGREEMENT *between* SOUTHERN CALIFORNIA EDISON COMPANY *and* [PRODUCER'S NAME]

This Solar Photovoltaic Program Power Purchase and Sale Agreement (this "Agreement") by and between Southern California Edison Company, a California corporation ("SCE"), and [Producer's name], a [Producer's form of business entity and state of registration] ("Producer"), is made, entered into and effective as of [Date of execution] (the "Effective Date"). Producer and SCE are sometimes referred to in this Agreement jointly as the "Parties" and individually as a "Party." Unless the context otherwise specifies or requires, initially capitalized terms used in this Agreement have the meanings set forth in Appendix A.

1. RECITALS.

   1.1. Producer is willing to construct, own and Operate the Generating Facility, and to sell the Product to SCE; and

   1.2. SCE is willing to purchase the Product from Producer in accordance with the terms and conditions set forth in this Agreement.

   The Parties, intending to be legally bound, agree as follows:

2. GENERATING FACILITY AND SITE; DELIVERY POINT; PRODUCT PRICE; SCHEDULING COORDINATOR.

   [SCE Note: If this Agreement is for more than one Generating Facility, Sections 2.2-2.5 must be completed for each Generating Facility.]

   2.1. The Generating Facility and the Site are described in Appendix B.

   2.2. The name and address used by SCE to locate the Service Account(s) and Premises used to interconnect the Generating Facility to SCE's electric system are as follows: [_____].

   2.3. The Gross Power Rating of the Generating Facility equals [_____] kW DC. [*SCE Note: If this Agreement is for more than one Generating Facility, each Generating Facility must have a Gross Power Rating of at least 500kw* DC. *In order to use this form of the Agreement, the Gross Power Rating must be less than or equal to 5 MW DC. A Producer that wants to offer a Generating Facility with a Gross Power Rating of greater than 5 MW DC should contact SCE to determine which form of power purchase agreement should be utilized. In no event will SCE consider offers for a Generating Facility with a Gross Power Rating of greater than 10 MW DC.*]

   2.4. The Net Power Rating of the Generating Facility equals [_____] kW AC.

   2.5. The annual energy production of the Generating Facility, net of Station Use, as measured by the CAISO-Approved Meter or Check Meter, as applicable, is expected to be [_____] kWh.

   2.6. The Delivery Point is [_____]. Producer shall provide and convey to SCE the entire Product from the Generating Facility at the Delivery Point. [*SCE Note: Insert the name of the PNode (as defined in the CAISO Tariff). If this Agreement is for more than one Generating Facility, all Generating Facilities must share the same PNode.*]

   2.7. The price for the Product delivered by Producer to SCE in accordance with this Agreement (the "Product Price") equals $[____] per MWh.

2.8. SCE is the Scheduling Coordinator under this Agreement. SCE shall take all steps necessary to be authorized as the Scheduling Coordinator throughout the Term. Producer shall cooperate with SCE in good faith to assure that SCE is authorized as the Scheduling Coordinator throughout the Term.

3. TERM; PROGRESS REPORTING.

3.1. The term of this Agreement (the "Term") commences on [Date] (the "Term Start Date") and ends at midnight Los Angeles time on the day following the completion of twenty (20) Term Years from the Term Start Date (the "Term End Date").

3.2. Producer may change the Term Start Date set forth in Section 3.1 by providing Notice to SCE at least three (3) Business Days before such Term Start Date; *provided, however*, that the Term Start Date must occur within eighteen (18) months of CPUC Approval, subject to any extension of the Term Start Date as a result of Force Majeure as to which Producer is the Claiming Party (subject to Section 9.4).

3.3. In addition to the requirements set forth in Section 3.2, on the first day of each calendar month after the Effective Date and before the Term Start Date, Producer shall provide a Notice to SCE describing Producer's progress relative to the development, construction, and startup of the Generating Facility, as well as a Notice of any anticipated change to the Term Start Date.

4. DEVELOPMENT SECURITY.

4.1. On or before the thirtieth (30th) day following the Effective Date, Producer shall post and thereafter maintain a development fee (the "Development Security") equal to twenty dollars ($20) for each kilowatt of the Gross Power Rating. The Development Security will be held by SCE and must be in the form of either a cash deposit or the Letter of Credit. If Producer establishes the Development Security in the form of a cash deposit, SCE shall make monthly Simple Interest Payments to Producer in accordance with the terms of this Agreement.

4.2. If, on or before the Term Start Date, Producer:

4.2.1. Demonstrates to SCE's satisfaction that Producer has installed all of the equipment or devices necessary for the Generating Facility to satisfy the Gross Power Rating of such Generating Facility, SCE shall return the Development Security to Producer within thirty (30) days of the Term Start Date;

4.2.2. Has not installed any of the equipment or devices necessary for any Generating Facility to satisfy any of the Gross Power Rating, Producer shall forfeit, and SCE shall have the right to retain, the entire Development Security and terminate this Agreement; or

4.2.3. Has installed only a portion of the equipment or devices necessary for a Generating Facility to satisfy the Gross Power Rating of such Generating Facility, SCE shall return, within thirty (30) days of the Term Start Date, only the portion of the Development Security equal to the product of twenty dollars ($20) per kW DC of the portion of the Gross Power Rating available to deliver the Product to SCE at the Delivery Point.

This Section 4.2 is subject to Producer's right to extend the Term Start Date as a result of a Force Majeure as to which Producer is the Claiming Party (subject to Section 9.4).

5. CPUC FILING AND APPROVAL OF THIS AGREEMENT. On or before the sixtieth (60th) day following the Effective Date, SCE shall file with the CPUC the appropriate request for CPUC Approval. SCE shall expeditiously seek CPUC Approval, including promptly responding to any requests for information related to the request for CPUC Approval. Producer shall use commercially reasonable efforts to support SCE in obtaining CPUC Approval. SCE has no obligation to seek rehearing or to appeal a CPUC decision that fails to approve this Agreement or that contains findings required for CPUC Approval with conditions or modifications unacceptable to either Party.

6. TERMINATION; REMEDIES.

6.1. SCE may terminate this Agreement on Notice, which termination becomes effective on the date specified by SCE in such Notice, if:

6.1.1. Producer fails to take all corrective actions specified in any SCE Notice, within the time frame set forth in such Notice, that any Generating Facility is out of compliance with any term of this Agreement;

6.1.2. Producer fails to interconnect and Operate a Photovoltaic Module within any Generating Facility, in accordance with the terms of this Agreement, within one hundred twenty (120) days after SCE delivers electric energy to such Generating Facility for Station Use;

6.1.3. Producer abandons any Generating Facility;

6.1.4. Electric output from any Generating Facility ceases for twelve (12) consecutive months;

6.1.5. The Term does not commence within eighteen (18) months of CPUC Approval, subject to any extension of the Term Start Date as a result of Force Majeure as to which Producer is the Claiming Party (subject to Section 9.4);

6.1.6. Producer or the owner of a Site applies for or participates in the California Solar Initiative or any net energy metering tariff with respect to any Generating Facility at such Site, as set forth in Section 7.12.6 and Section 7.16, respectively; or

6.1.7. Producer has not installed any of the equipment or devices necessary for any Generating Facility to satisfy the Gross Power Rating of such Generating Facility, as set forth in Section 4.2.2.

6.2. A Party may terminate this Agreement:

6.2.1. If any representation or warranty in this Agreement made by the other Party is false or misleading in any material respect when made or when deemed made or repeated if the representation or warranty is continuing in nature, if such misrepresentation or breach of warranty is not remedied within ten (10) Business Days after Notice thereof from the non-breaching Party to the breaching Party;

6.2.2. Except for an obligation to make payment when due, if there is a failure of the other Party to perform any material covenant or obligation set forth in this Agreement (except to the extent such failure provides a separate termination right for the non-breaching Party or to the extent excused by Force Majeure), if such failure is not remedied within thirty (30) days after Notice thereof from the non-breaching Party to the breaching Party;

6.2.3. If the other Party fails to make any payment due and owing under this Agreement, if such failure is not cured within five (5) Business Days after Notice thereof from the non-breaching Party to the breaching Party; or

6.2.4. In accordance with Section 9.4.

6.3. This Agreement automatically terminates on the Term End Date.

6.4. If a Party terminates this Agreement in accordance with Section 6, such Party will have the right to immediately suspend performance under this Agreement and pursue all remedies available at law or in equity against the other Party (including seeking monetary damages).

7. PRODUCER'S OBLIGATIONS.

7.1. Before the Term Start Date, Producer must demonstrate to SCE that Producer has satisfied all of the requirements for Producer to Operate the Generating Facility in accordance with the terms of this Agreement, Applicable Law, the SCE Tariffs and the CAISO Tariff, and any other applicable contractual, tariff, legal and regulatory requirements.

7.2. Throughout the Term, Producer shall provide and convey the Product to SCE in accordance with the terms of this Agreement, and SCE shall have the exclusive right to the Product. Producer shall, at its own cost, take all reasonable actions and execute all documents or instruments that are reasonable and necessary to effectuate the use of the Green Attributes, Capacity Attributes and Resource Adequacy Benefits for SCE's benefit throughout the Term.

7.3. Producer hereby provides and conveys all Green Attributes associated with all electricity generation from the Generating Facility to SCE as part of the Product being delivered. Producer represents and warrants that Producer holds the rights to all Green Attributes from the Generating Facility, and Producer agrees to convey and hereby conveys all such Green Attributes to SCE as included in the delivery of the Product from the Generating Facility.

7.4. Throughout the Term, Producer shall grant, pledge, assign and otherwise commit to SCE the Net Qualifying Capacity of the Generating Facility in order for SCE to use in meeting its resource adequacy obligations under any Resource Adequacy Rulings.

7.5. As of the Effective Date and until the Term End Date, Producer may not provide or convey any of the Product to any individual or entity other than SCE.

7.6. Producer shall have Site Control as of the earlier of (i) the Term Start Date or (ii) any period before the Term Start Date to the extent necessary for Producer to perform its obligations under this Agreement and, in each case, Producer shall maintain Site Control throughout the Term. Producer shall promptly provide SCE with Notice if there is any change in the status of Producer's Site Control.

7.7. Producer shall, at its own cost, obtain and maintain all interconnection rights and interconnection agreements, and any related Governmental Authority approvals required to enable interconnection with SCE's electric system to the Delivery Point.

7.8. Producer shall, at its own cost, obtain and maintain all Permits and agreements necessary to Operate the Generating Facility and to deliver the Product from the Generating Facility to the Delivery Point.

7.9. Producer shall Operate the Generating Facility in compliance with the SCE Tariffs and the CAISO Tariff, and all Applicable Laws. Producer shall secure and maintain in full force all of the CAISO agreements, certifications and approvals required in order for the Generating Facility to comply with the CAISO Tariff.

7.10. Producer shall comply with all rules and regulations regarding PIRP if SCE elects to place any Generating Facility in PIRP. Producer shall install the Telemetering System that is designed to function in accordance with the CAISO's PIRP protocols and SCE's communication system.

7.11. Producer shall, at its own cost, install, maintain and test the CAISO-Approved Meter pursuant to the CAISO Tariff, SCE's electric service requirements and Prudent Electrical Practices. SCE may, at its sole cost, furnish and install one Check Meter at the interconnection associated with the Generating Facility at a location provided by Producer that is compliant with SCE's electric service requirements. The Check Meter must be interconnected with SCE's communication network to permit (i) periodic, remote collection of revenue quality meter data, and (ii) back-up real time transmission of operating-quality meter data through the Telemetering System. SCE shall compare the Check Meter data to the CAISO-Approved Meter data (after adjusting for any compensation factors introduced by the CAISO into the CAISO-Approved Meter). If the deviation between the CAISO-Approved Meter data and the Check Meter data for any comparison is greater than 0.3%, SCE shall provide Notice to Producer of such deviation and the Parties shall mutually arrange for a meter check or recertification of the Check

Meter or CAISO-Approved Meter, as applicable. Each Party shall bear its own costs for any meter check or recertification. Testing procedures and standards for the Check Meter will be the same as for a comparable SCE-owned meter. Producer shall have the right to have representatives present during all such tests. The Check Meter is intended to be used for back-up purposes in the event of a failure or other malfunction of the CAISO-Approved Meter, and Check Meter data shall only be used to validate the CAISO-Approved Meter data and, in the event of a failure or other malfunction of the CAISO-Approved Meter, in place of the CAISO-Approved Meter until such time that the CAISO-Approved Meter is recertified.

7.12. Producer shall:

7.12.1. Operate the Generating Facility in accordance with Prudent Electrical Practices;

7.12.2. Comply with the requirements set forth in Appendix D;

7.12.3. Use commercially reasonable efforts to Operate the Generating Facility so that the electric energy produced by the Generating Facility, net of Station Use, conforms with the Forecast provided in accordance with Appendix D;

7.12.4. Maintain and provide electronically or in hard copy a copy of all relevant daily Operating records to SCE within twenty (20) days of Notice from SCE, including records showing (i) real and reactive power production, (ii) changes in Operating status, (iii) protective apparatus operations, and (iv) any unusual conditions found during inspections of the Generating Facility or the Site;

7.12.5. At least seventy-five (75) days before the Term End Date or as soon as practicable before the date of an early termination of this Agreement, (i) submit to the CAISO the name of the Scheduling Coordinator that will replace SCE, and (ii) cause the Scheduling Coordinator that will replace SCE to submit a letter to the CAISO accepting the designation as Producer's Scheduling Coordinator;

7.12.6. Take all actions necessary to ensure that the owner of the Site waives all claims for eligibility for, and does not submit any claim for receipt of funds under the California Solar Initiative or any net energy metering tariff for any Generating Facility or any future modifications to any Generating Facility; and

7.12.7. Comply with all NERC reliability standards and requirements applicable to the generator owner and generator operator of the Generating Facility.

7.13. Producer shall provide Notice to SCE within one (1) Business Day if there is a termination of, or cessation of service under, any agreement required in order for any Generating Facility to (i) interconnect with SCE's electric system, (ii) transmit and deliver electric energy to the Delivery Point, or (iii) own and operate any CAISO-Approved Meter.

7.14. Producer agrees, that, in accordance with FERC Order No. 697, upon request of SCE, Producer shall submit a letter of concurrence in support of an affirmative statement by SCE that the contractual arrangement set forth in this Agreement does not transfer "ownership or control of generation capacity" from Producer to SCE, as the term "ownership or control of generation capacity" is used in 18 CFR Section 35.42. Producer also agrees that it will not, in filings, if any, made subject to Order Nos. 652 and 697, claim that the contractual arrangement set forth in this Agreement conveys ownership or control of generation capacity from Producer to SCE.

7.15. With respect to WREGIS, Producer shall cause and allow SCE to be the "Qualified Reporting Entity" and "Account Holder" (as such terms are defined by WREGIS) for the Generating Facility.

7.16. Producer waives all claims for eligibility for, and will not submit any claim for receipt of funds under the California Solar Initiative or any net energy metering tariff for any Generating Facility or any future modifications to any Generating Facility.

7.17. With respect to the construction, alteration, demolition, installation, and repair work of the Generating Facility, Producer shall:

7.17.1. Use reasonable efforts to ensure that all Electricians hired by Producer and its contractors and subcontractors are paid wages at rates not less than those prevailing for Electricians performing similar work in the locality provided by Division 2, Part 7, Chapter 1 of the California Labor Code. Nothing herein shall require Producer or its contractors or subcontractors to comply with, or assume liability created by other inapplicable provisions of the California Labor Code;

7.17.2. Require that all contractors and subcontractors employed or otherwise utilized be licensed under California's Contractors' State License Board Rules and Regulations;

7.17.3. Require that all contractors and subcontractors employed or otherwise utilized to perform electrical work be licensed as class C-10 electrical contractors under California's Contractors' State License Board Rules and Regulations, and all Electricians be certified to perform electrical work under California Labor Code Section 3099 *et seq.*; and

7.17.4. Employ or otherwise utilize, and shall cause all of its contractors and subcontractors to employ or otherwise utilize, (to the extent that apprentice Electricians are employed or otherwise utilized) only apprentice Electricians that have enrolled in an apprentice training program that (i) is certified by the State of California, and (ii) has graduated at least one (1) apprentice per year for each of the five (5) years before the date that such apprentice Electrician is employed or otherwise utilized.

8. BILLING AND PAYMENT

8.1. The amount of electric energy purchased by SCE from Producer under this Agreement at the Delivery Point is determined by the CAISO-Approved Meter (after adjusting for compensation factors introduced by the CAISO into the CAISO-Approved Meter) or Check Meter, as applicable. Subject to and in accordance with the terms of this Agreement (including Sections 15.3 through 15.5), SCE shall pay the Product Price to Producer for the Product.

8.2. For the purpose of calculating monthly payments under this Agreement, the amount measured by the CAISO-Approved Meter or Check Meter, as applicable, will be time-differentiated according to the time period and season of the receipt of the Product by SCE from Producer, as set forth in Appendix E (the "TOU Periods"), and the pricing will be weighted by the Energy Payment Allocation Factors set forth in Appendix E.

8.3. As set forth in Appendix E, TOU Periods for the winter season are mid-peak, off-peak and super off-peak and TOU Periods for the summer season are on-peak, mid-peak and off-peak. The monthly payment will equal the sum of the monthly TOU Period payments for all TOU Periods in the month. Each monthly TOU Period payment will 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, in $/kWh.
B = Energy Payment Allocation Factor for the TOU Period being calculated.
C = The sum of electric energy recorded by the CAISO-Approved Meter or Check Meter, as applicable, in all hours for the TOU Period being calculated, in kWh.

8.4. On or before the last Business Day of the month immediately following each calendar month, SCE shall determine the amount of electric energy received by SCE pursuant to this Agreement for each monthly period and provide a payment statement to Producer showing the calculation of the payment.

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

8.6. In the event adjustments to SCE's payments are required as a result of inaccurate metering equipment, SCE shall determine the correct amount of electric 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 by Producer or due by SCE to Producer resulting from inaccurate metering will be made within thirty (30) days of SCE's Notice to Producer by SCE of the amount due.

8.7. Monthly charges, if any, associated with any interconnection agreement, will be billed and paid pursuant to the applicable agreement, and monthly charges, if any, associated with electric service provided by SCE shall be billed and paid pursuant to the applicable SCE Tariffs.

8.8. Notwithstanding anything to the contrary set forth in this Agreement, this Section 8 is subject to any payment adjustment required under Sections 15.3 through 15.5.

9. FORCE MAJEURE.

9.1. Neither Party shall be in default in the performance of any of its obligations set forth in this Agreement, except for obligations to pay money, when and to the extent failure of performance is caused by Force Majeure.

9.2. If a Party, because of Force Majeure, is rendered wholly or partly unable to perform its obligations when due under this Agreement, such Party (the "Claiming Party") shall be excused from whatever performance is affected by the Force Majeure to the extent so affected. In order to be excused from its performance obligations under this Agreement by reason of Force Majeure:

9.2.1. The Claiming Party, on or before the fourteenth (14th) day after the initial occurrence of the claimed Force Majeure, must give the other Party Notice describing the particulars of the occurrence; and

9.2.2. The Claiming Party must provide timely evidence reasonably sufficient to establish that the occurrence constitutes Force Majeure as defined in this Agreement.

9.3. The suspension of the Claiming Party's performance due to Force Majeure may not be greater in scope or longer in duration than is required by such Force Majeure. In addition, the Claiming Party shall use diligent efforts to remedy its inability to perform. When the Claiming Party is able to resume performance of its obligations under this Agreement, the Claiming Party shall give the other Party prompt Notice to that effect.

9.4. The non-Claiming Party may terminate this Agreement on at least five (5) Business Days' prior Notice, in the event of Force Majeure which materially interferes with such Party's ability to perform its obligations under this Agreement and which extends for more than 365 consecutive days, or for more than a total of 365 days in any consecutive 540-day period.

10. INSURANCE.

10.1. Producer shall, at its own expense, starting on the Effective Date and until the Term End Date, and for such additional periods as may be specified below, provide and maintain in effect the following insurance policies and minimum limits of coverage as specified below, and such additional coverage as may be required by Applicable Law, with insurance companies authorized to do business in the state in which the services are to be performed, with an A.M. Best's Insurance Rating of not less than A-:VII:

10.1.1. Workers' compensation insurance with statutory limits, as required by the state having jurisdiction over Producer's employees, and employer's liability insurance with limits of not less than: (i) bodily injury by accident - $1,000,000 each accident; (ii) bodily injury by disease - $1,000,000 policy limit; and (iii) bodily injury by disease - $1,000,000 each employee;

10.1.2. Commercial general liability insurance, written on an occurrence, not claims-made basis, covering all operations by or on behalf of Producer arising out of or connected with this Agreement, including coverage for bodily injury, broad form property damage, personal and advertising injury, products/completed operations, and contractual liability. Such insurance must bear a combined single limit per occurrence and annual aggregate of not less than $1,000,000, exclusive of defense costs, for all coverages. Such insurance must contain standard cross-liability and severability of interest provisions. If Producer elects, with SCE's written concurrence, to use a "claims made" form of commercial general liability insurance, then the following additional requirements apply: (i) the retroactive date of the policy must be prior to the Effective Date; and (ii) either the coverage must be maintained for a period of not less than four (4) years after this Agreement terminates, or the policy must provide for a supplemental extended reporting period of not less than four (4) years after this Agreement terminates;

10.1.3. Commercial automobile liability insurance covering bodily injury and property damage with a combined single limit of not less than $1,000,000 per occurrence. Such insurance must cover liability arising out of Producer's use of all owned, non-owned and hired automobiles in the performance of the Agreement; and

10.1.4. Umbrella/excess liability insurance, written on an occurrence, not claims-made basis, providing coverage excess of the underlying employer's liability, commercial general liability, and commercial automobile liability insurance, on terms at least as broad as the underlying coverage, with limits of not less than four million dollars ($4,000,000) per occurrence and in the annual aggregate.

10.2. The insurance requirements set forth in Section 10.1 may be provided by any combination of Producer's primary and excess liability policies.

10.3. The insurance requirements set forth in Section 10.1 will apply as primary insurance to, without a right of contribution from, any other insurance maintained by or afforded to SCE, its subsidiaries and affiliates, and their respective officers, directors, shareholders, agents, and employees, regardless of any conflicting provision in Producer's policies to the contrary. To the extent permitted by Applicable Law, Producer and its insurers shall be required to waive all rights of recovery from or subrogation against SCE, its subsidiaries and affiliates, and their respective officers, directors, shareholders, agents, employees and insurers. The commercial general liability insurance required in Section 10.1.2 and the umbrella/excess liability insurance required in Section 10.1.4 must name SCE, its subsidiaries and affiliates, and their respective officers, directors, shareholders, agents and employees, as additional insureds for liability arising out of Producer's construction, use or ownership of the Generating Facility.

10.4. On or before the thirtieth (30th) day following the Effective Date, and within a reasonable time after coverage is renewed or replaced, Producer shall furnish to SCE certificates of insurance evidencing the coverage required above, written on forms and with deductibles reasonably acceptable to SCE. All deductibles, co-insurance and self-insured retentions applicable to the insurance above must be paid by Producer. All certificates of insurance must note that the insurers issuing coverage must endeavor to provide SCE with at least thirty (30) days' prior written notice in the event of cancellation of coverage. SCE's receipt of certificates that do not comply with the requirements stated in this Section 10.4, or Producer's failure to provide such certificates, do not limit or relieve Producer of the duties and responsibility of maintaining insurance in compliance with the requirements in this Section 10.4 and do not constitute a waiver of any of the requirements in this Section 10.4.

10.5. Producer shall remain liable for all acts, omissions or default of any subcontractor or subsupplier and shall indemnify, defend and hold harmless SCE for any and all loss or damages, as well as all costs, charges and expenses which SCE may suffer, incur, or bear as a result of any acts, omissions or default by or on behalf of any subcontractor or subsupplier.

10.6. If Producer fails to comply with any of the provisions of this Section 10, Producer, among other things and without restricting SCE's remedies under Applicable Law or otherwise, shall, at its own cost, act as an insurer and provide insurance in accordance with the terms and conditions of this Section 10. With respect to the required commercial general liability insurance set forth in Section 10.1.2, umbrella/excess liability insurance set forth in Section 10.1.4, and commercial automobile liability insurance set forth in Section 10.1.3, Producer shall provide a current, full and complete defense to SCE, its subsidiaries and affiliates, and their respective officers, directors, shareholders, agents, employees, assigns, and successors in interest, in response to a third party claim in the same manner that an insurer with an A.M. Best's Insurance Rating of A-:VII would have, had the insurance been maintained in accordance with the terms and conditions set forth in this Section 10 and given the required additional insured wording in the commercial general liability insurance and umbrella/excess liability insurance, and standard "Who is an Insured" provision in commercial automobile liability form.

10.7. All insurance certificates, endorsements, cancellations, terminations, alterations, and material changes of such insurance must be issued, clearly labeled with this Agreement's identification number and submitted in accordance with Section 11 and Appendix F.

11. NOTICES.

11.1. All Notices must be made in accordance with this Section 11 and Appendix F. Notices (other than Forecasts and Scheduling requests) must, unless otherwise specified in this Agreement, be in writing and may be delivered by hand delivery, first class United States mail, overnight courier service, electronic transmission or facsimile. Notices provided in accordance with this Section 11 are deemed given as follows:

11.1.1. Notice by facsimile, another form of electronic transmission, or hand delivery is deemed given at the close of business on the day actually received, if received during business hours on a Business Day, and otherwise is deemed given at the close of business on the next Business Day;

11.1.2. Notice by overnight first class United States mail or overnight courier service is deemed given on the next Business Day after such Notice is sent out; and

11.1.3. Notice by first class United States mail is deemed given two (2) Business Days after the postmarked date.

11.2. A Party may change its address for Notices at any time by providing the other Party Notice of such change in accordance with Section 11.1.

11.3. All Notices must reference this Agreement's identification number, which is set forth on the first page of this Agreement.

11.4. The Parties may 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 with this Section 11 and Appendix F.

12. SCE'S ACCESS RIGHTS; PROVISION OF RECORDS AND DATA.

12.1. SCE has the right to examine the Site and the Generating Facility for any purpose connected with this Agreement upon providing Producer with reasonable advance Notice under the circumstances. Producer hereby grants SCE reasonable access to all CAISO-Approved Meters and Check Meters for meter readings and any purpose necessary to effectuate this Agreement. Producer shall promptly

provide SCE access to all meter data and data acquisition services both in real-time, and at later times, as SCE may reasonably request. Producer shall promptly inform SCE of meter quantity changes after becoming aware of, or being informed of, any such changes by the CAISO. Producer shall provide instructions to the CAISO granting authorizations or other documentation sufficient to provide SCE with access to the CAISO-Approved Meter and to Producer's settlement data on OMAR.

12.2. No later than twenty (20) days after Producer's receipt of a Notice from SCE, Producer shall provide to SCE all documents reasonably requested by SCE relating to:

12.2.1. The Generating Facility, including Producer's Operations and maintenance records, logs and other information, including meteorological data, solar irradiance data, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to the Generating Facility or its interconnection with SCE's electric system; and

12.2.2. The administration of this Agreement, or in order for SCE to comply with any discovery or data request for information from the CPUC, CEC, FERC, any court, administrative agency, legislative body or other tribunal.

13. CONFIDENTIALITY.

13.1. Neither Party may disclose any Confidential Information to a third party, other than:

13.1.1. To such Party's employees, lenders, investors, attorneys, accountants or advisors who have a need to know such information and have agreed to keep such terms confidential;

13.1.2. To potential Lenders with the consent of SCE, which consent will not be unreasonably withheld;

13.1.3. To SCE's Procurement Review Group, as defined in D.02-08-071, subject to any applicable limitations and subject to a protective order applicable to SCE's Procurement Review Group;

13.1.4. To the CPUC, the CEC or the FERC, under seal for any regulatory purpose, including policymaking, but only provided that the confidentiality protections from the CPUC under Section 583 of the California Public Utilities Code or other statute, order or rule offering comparable confidentiality protection are in place before the communication of such Confidential Information;

13.1.5. In order to comply with any Applicable Law or any exchange, Control Area or CAISO rule, or order issued by a court or entity with competent jurisdiction over the disclosing party;

13.1.6. In order to comply with any Applicable Law, including applicable regulation, rule, subpoena, or order of the CPUC, CEC, FERC, any court, administrative agency, legislative body or other tribunal, or any discovery or data request of the CPUC; and

13.1.7. To the CAISO or as otherwise may reasonably be required in order to participate in any auction, market or other process pertaining to the allocation of priorities or rights related to the transmission of electric energy sold or to be sold to SCE under this Agreement.

14. REPRESENTATIONS, WARRANTIES, AND COVENANTS.

14.1. On the Effective Date, each Party represents, warrants, and covenants to the other Party that:

14.1.1. It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;

14.1.2. It has or will timely acquire all regulatory authorizations necessary for it to legally perform its obligations under this Agreement;

14.1.3. The execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any Applicable Laws;

14.1.4. This Agreement constitutes a legally valid and binding obligation enforceable against it in accordance with its terms;

14.1.5. There is not pending, or to its knowledge, threatened against it or, in the case of Producer, any of its affiliates, any legal proceeding that could materially adversely affect its ability to perform under this Agreement;

14.1.6. It is acting for its own account, and its decision to enter into this Agreement is based on its own judgment, not in reliance upon the advice or recommendations of the other Party and it is capable of assessing the merits of and understanding, and understands and accepts the terms, conditions and risks of this Agreement; and

14.1.7. It has not relied on any promises, representations, statements or information of any kind that are not contained in this Agreement in deciding to enter into this Agreement.

14.2. Producer represents, warrants and covenants to SCE that:

14.2.1. As of the Effective Date and until the Term End Date: (i) Producer does not, and will not convey, transfer, allocate, designate, award, report or otherwise provide any or all of the Product, or any portion thereof, or any benefits derived therefrom, to any party other than SCE; (ii) Producer will not start-up or Operate any Generating Facility per instruction of or for the benefit of any third party, except as required by other Applicable Laws; (iii) the Generating Facility qualifies and is certified by the CEC as an Eligible Renewable Energy Resource, as such term is defined in Public Utilities Code Section 399.12 or Section 399.16 ("ERR Requirements"); and (iv) the output delivered to SCE qualifies under the requirements of the California Renewables Portfolio Standard (the "RPS Requirements");

14.2.2. Throughout the Term, it shall: (i) own and Operate the Generating Facility; (ii) deliver the Product to SCE free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any individual or entity; and (iii) hold the rights to all of the Product; and

14.2.3. Neither Producer nor, to the best of Producer's knowledge, the owner of any Site has participated in or submitted any claim for receipt of funds under the California Solar Initiative or any net energy metering tariff for any Generating Facility.

15. STATUS OF THE GENERATING FACILITY.

15.1. Producer shall provide prompt Notice to SCE if any Generating Facility or the Product ceases to comply with the ERR Requirements or the RPS Requirements.

15.2. Upon receipt of a Notice from SCE indicating that SCE has determined, in its reasonable discretion, that any Generating Facility may no longer comply with the ERR Requirements or RPS Requirements, Producer shall, within fifteen (15) days of receiving such Notice, provide to SCE evidence sufficient to show that such Generating Facility continues to comply with the ERR Requirements or RPS Requirements, as applicable. If SCE determines, in its reasonable discretion, that Producer failed to provide evidence sufficient to show that such Generating Facility continues to comply with the ERR Requirements or the RPS Requirements, as applicable, then such Generating Facility will no longer be deemed to comply with the ERR Requirements or RPS Requirements (the "ERR/RPS Status Change"), as applicable, until such time as Producer demonstrates to SCE's reasonable satisfaction that such Generating Facility complies with the ERR Requirements and RPS Requirements.

15.3. Upon making a determination that a Generating Facility no longer complies with the ERR Requirements or the RPS Requirements, SCE shall revise its records and the administration of this Agreement to reflect such determination and shall provide Notice to Producer of its determination. Such Notice must specify the effective date of the ERR/RPS Status Change, which date will be the first day of the calendar month for which SCE determines in its reasonable discretion that such Generating Facility first ceased to comply with the ERR Requirements or RPS Requirements. SCE's Notice provided in accordance with this Section 15.3 must 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 such Generating Facility complied with the ERR Requirements and RPS Requirements. Any amounts to be paid or refunded by Producer to SCE, as may be invoiced by SCE in accordance with this Section 15.3, must be paid to SCE within thirty (30) days of Producer's receipt of such invoice.

15.4. During the entire period that any Generating Facility no longer complies with the ERR Requirements or the RPS Requirements, SCE will not be obligated to pay Producer for the Product.

15.5. Notwithstanding anything to the contrary contained in this Agreement, if there is a change in Applicable Law that results in the Producer no longer meeting the ERR Requirements or RPS Requirements, SCE shall continue to pay Producer for the Product so long as SCE determines that Producer has used, and will continue to use, commercially reasonable efforts to comply with such change in Applicable Law. The term "commercially reasonable efforts" as used in this Section 15.5 will not require Producer to incur out of pocket costs in excess of Ten Thousand Dollars ($10,000) for each Generating Facility in any year in order to satisfy Producer's obligation to meet either the ERR Requirements or the RPS Requirements under the then-current Applicable Law.

15.6. Producer acknowledges and agrees that SCE may periodically inspect the Generating Facility or require documentation from Producer to monitor the Generating Facility's compliance with the ERR Requirements and RPS Requirements.

16. INDEMNIFICATION.

16.1. Each Party as indemnitor shall defend, save harmless and indemnify the other Party and the directors, officers, employees, and agents of such other Party against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect, or consequential loss, liability, damage, claim, cost, charge, demand, or expense, including reasonable attorneys' fees) for injury or death to persons, including employees of either Party, and physical damage to property including property of either Party arising out of or in connection with the negligence or willful misconduct of the indemnitor relating to its obligations under this Agreement. This indemnity applies notwithstanding the active or passive negligence of the indemnitee; *provided, however*, that neither Party is indemnified under this Agreement for its loss, liability, damage, claim, cost, charge, demand or expense to the extent resulting from its own negligence or willful misconduct.

16.2. Producer shall defend, save harmless and indemnify SCE, its directors, officers, employees, and agents, assigns, and successors in interest, for and against any penalty imposed upon SCE to the extent caused by Producer's failure to fulfill its obligations as set forth in Sections 7.2 through 7.4.

16.3. Each Party releases and shall defend, save harmless and indemnify the other Party from any and all loss, liability, damage, claim, cost, charge, demand or expense arising out of or in connection with any breach made by the indemnifying Party of its representations, warranties and covenants in Section 14. Notwithstanding anything to the contrary in this Agreement, if Producer fails to comply with the provisions of Section 10, Producer shall, at its own cost, defend, save harmless and indemnify SCE, its directors, officers, employees, and agents, assigns, and successors in interest, from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including any direct, indirect, or consequential loss, damage, claim, cost, charge, demand, or expense, including reasonable attorneys' fees and other costs of litigation), resulting from injury or death to any individual or damage to any property, including the personnel or property of SCE, to the extent that SCE would have been protected had Producer complied with all of the provisions of

Section 10. The inclusion of this Section 16.3 is not intended to create any express or implied right in Producer to elect not to provide the insurance required under Section 10.

16.4. All indemnity rights survive the termination of this Agreement for 12 months.

17. ARBITRATION. Except for matters relating to specific performance, injunctive relief or other equitable remedies, the Parties agree to submit to arbitration any and all matters in dispute or controversy among them concerning the terms of this Agreement. Unless the Parties agree to alternative arrangements, the selection of arbitrators and the procedure must be in accordance with the commercial arbitration rules then in effect of the Judicial Arbitration and Mediation Services, Inc. Any award rendered is final and conclusive upon the Parties and a judgment thereon may be entered in the highest court of the forum, state or federal, having jurisdiction. The expenses of the arbitration must be borne equally by the Parties; *provided, however*, that each Party shall pay for and bear the costs of its own experts, evidence and counsel's fees. Notwithstanding the rules and procedures that would otherwise apply to the arbitration, and unless the Parties agree to a different arrangement, the place of the arbitration will be in Los Angeles, California.

18. ASSIGNMENT. Producer may not assign this Agreement or its rights or obligations under this Agreement without SCE's prior written consent, which consent will not be unreasonably withheld; *provided, however*, that Producer may, without SCE's consent (and without relieving Producer from liability under this Agreement), transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof to its Lender in connection with any financing for a Generating Facility if (i) such Lender assumes the payment and performance obligations provided under this Agreement with respect to Producer, (ii) such Lender agrees in writing to be bound by the terms and conditions of this Agreement, and (iii) Producer delivers such tax and enforceability assurance as SCE may reasonably request. Any assignment of this Agreement by Producer without SCE's written consent is not valid.

19. MISCELLANEOUS.

19.1. Except as may otherwise be provided in this Agreement, there is no warranty of merchantability or fitness for a particular purpose, and any and all implied warranties are disclaimed. Liability is limited to direct actual damages only, such direct actual damages are the sole and exclusive remedy, and all other remedies or damages at law or in equity are waived unless expressly herein provided. Unless expressly provided for in this Agreement, neither Party is liable for consequential, incidental, punitive, exemplary or indirect damages, lost profits or other business interruption damages.

19.2. This Agreement will not be construed against any Party as a result of the preparation, substitution, or other event of negotiation, drafting or execution thereof.

19.3. No amendment or modification to this Agreement is enforceable unless reduced to a writing signed by all Parties.

19.4. This Agreement supersedes all prior agreements, whether written or oral, between the Parties with respect to its subject matter and constitutes the entire agreement between the Parties relating to its subject matter.

19.5. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

19.6. The term "including" when used in this Agreement is by way of example only and will not be considered in any way to be in limitation.

19.7. The word "or" when used in this Agreement includes the meaning "and/or" unless the context unambiguously dictates otherwise.

19.8. This Agreement will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the Parties.

19.9. Whenever this Agreement refers to any law, tariff, government department or agency, regional reliability council, SCE's electric system, or credit rating agency, the Parties agree that the reference also refers to any successor to such law, tariff or organization.

19.10. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission, an Adobe Acrobat file or by other electronic means constitutes effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes.

19.11. The headings used in this Agreement are for convenience and reference purposes only and will not affect its construction or interpretation. All references to a "Section" or an "Appendix" refer to the corresponding Section or Appendix of this Agreement. Unless otherwise specified, all references to a "Section" in Appendices A through F refer to the corresponding Section in the main body of this Agreement. Words having well-known technical or industry meanings have such meanings unless otherwise specifically defined in this Agreement. Where days are not specifically designated as Business Days, they are calendar days. Where years are not specifically designated as Term Years, they are calendar years.

19.12. None of the provisions of this Agreement will 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 may not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same will continue and remain in full force and effect.

19.13. This Agreement does not constitute an agreement by SCE to provide retail electrical service to Producer or any third party. Such arrangements must be made separately with SCE.

19.14. The rights and obligations of the Parties that are intended to survive a termination of this Agreement are all such rights and obligations that this Agreement expressly provides survive such termination as well as those rights and obligations arising from either Parties' covenants, agreements, representations or warranties applicable to, or to be performed at, before or as a result of the termination of this Agreement.

19.15. THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. TO THE EXTENT ENFORCEABLE AT SUCH TIME, EACH PARTY WAIVES ITS RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.

19.16. Any outstanding and past due amounts owing and unpaid by either Party under the terms of this Agreement are eligible to receive a Simple Interest Payment calculated using the Interest Rate for the number of days between the date due and the date paid.

[*signature page follows*]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective authorized representatives as of the Effective Date.

[PRODUCER'S NAME],

a [Producer's form of business entity and state of registration]

By:_____
Name:_____
Title:_____

SOUTHERN CALIFORNIA EDISON COMPANY,

a California corporation

By:_____
Name:_____
Title:_____

APPENDIX A
DEFINITIONS

For purposes of this Agreement, the following terms and variations thereof have the meanings specified or referred to in this Appendix A:

"Agreement" has the meaning set forth in the Preamble.

"Applicable Law" means all constitutions, treaties, laws, ordinances, rules, regulations, interpretations, permits, judgments, decrees, injunctions, writs and orders of any Governmental Authority or arbitrator that apply to any Party, a Generating Facility or the terms of this Agreement.

"Business Day" means any day except a Saturday, Sunday, a Federal Reserve Bank holiday, or the Friday following Thanksgiving. A Business Day begins 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.

"California Solar Initiative" means the California Solar Initiative Program implemented and overseen by the CPUC, and as may be revised from time to time.

"CAISO" 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 (i) own, operate and maintain transmission lines and associated facilities or have entitlements to use certain transmission lines and associated facilities, and (ii) have transferred to the CAISO or its successor entity operational control of such facilities or entitlements.

"CAISO-Approved Meter" means any revenue quality, electric energy measurement meter(s) furnished by Producer, that (i) is designed, manufactured and installed in accordance with the CAISO's metering requirements, or, to the extent that the CAISO's metering requirements to not apply, Prudent Electrical Practices, and (ii) includes all of the associated metering transformers and related appurtenances that are required in order to measure the net electric energy output from the Generating Facility.

"CAISO-Approved Quantity" means the total quantity of electric energy SCE Schedules with the CAISO and the CAISO approves in its final schedule which is published in accordance with the CAISO Tariff.

"CAISO 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.

"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 Generating Facility or any unit of generating capacity of the Generating Facility throughout the Term.

"CEC" means the California Energy Commission.

"Check Meter" means the SCE revenue-quality meter section(s) or meter(s), which SCE may require at its discretion, and which will include those devices normally supplied by SCE or Producer under the applicable utility electric service requirements.

"Claiming Party" has the meaning set forth in Section 9.2.

"Confidential Information" means all oral or written communications exchanged between the Parties on or after the Effective Date relating to the implementation of this Agreement (including information related to Producer's compliance with Operating and efficiency standards applicable to any Generating Facility), and includes this Agreement and its terms and conditions hereof. Notwithstanding the foregoing sentence, Confidential Information also includes bids and other offers made by either Party pursuant to negotiations with respect to this Agreement before the Effective Date. Confidential Information does not include information that (i) is in the public domain as of the Effective Date or which comes into the public domain after the Effective Date from a

source other than from the other Party, (ii) either Party can demonstrate in writing was already known to such Party on a non-confidential basis before the Effective Date, (iii) comes to a Party from a bona fide third-party source not under an obligation of confidentiality, and (iv) is independently developed by a Party without use of or reference to Confidential Information or information containing Confidential Information.

"Control Area" means the electric power system (or combination of electric power systems) under the operational control of the CAISO or any other electric power system under the operation control of another organization vested with authority comparable to that of the CAISO.

"CPUC" means the California Public Utilities Commission.

"CPUC Approval" means either (1) a final and non-appealable order of the CPUC, without conditions or modifications unacceptable to the Parties, or either of them, which contains the following terms, or (2) a final and non-appealable disposition of the CPUC's Energy Division, without conditions or modifications unacceptable to the Parties, or either of them, which contains the following terms or deems approved an advice letter requesting the following terms:

(a) Approves this Agreement in its entirety, including payments to be made by SCE, subject to CPUC review of SCE's administration of the Agreement; and

(b) Finds that any procurement pursuant to this Agreement is procurement from an eligible renewable energy resource for purposes of determining SCE's compliance with any obligation that it may have to procure eligible renewable energy resources pursuant to the California Renewables Portfolio Standard (Public Utilities Code Section 399.11 *et seq.*), Decision 03-06-071, or other applicable law.

CPUC Approval will be deemed to have occurred on (1) the date that a CPUC decision containing such findings becomes final and non-appealable, or (2) the date that a CPUC Energy Division disposition which contains such findings or deems approved an advice letter requesting such findings becomes final and non-appealable.

"Current Inverter" means the equipment or device(s) that convert DC electricity into AC electricity.

"DC Collection System" means the DC equipment, cables, components, devices and materials that interconnect the Photovoltaic Modules with the Current Inverters.

"Development Security" has the meaning set forth in Section 4.1.

"Delivery Point" means the PNode (as defined in the CAISO Tariff) for the Generating Facility, as set forth in Section 2.6.

"Effective Date" has the meaning set forth in the Preamble.

"Electrician" means an individual responsible for placing, installing, erecting or connecting any electrical wires, fixtures, appliances, apparatus, raceways, conduits, solar photovoltaic cells or any part thereof, which generate, transmit, transform or utilize electric energy in any form or for any purpose.

"Energy Payment Allocation Factors" are those certain factors used to calculate TOU Period payments, as further described in Sections 8.2 and 8.3, and as set forth in Appendix E.

"ERR Requirements" has the meaning set forth in Section 14.2.1.

"ERR/RPS Status Change" has the meaning set forth in Section 15.2.

"FERC" means the Federal Energy Regulatory Commission.

"Force Majeure" means any event or circumstance (that is not anticipated as of the Effective Date) to the extent beyond the control of, and not the result of the negligence of, or caused by, the Party seeking to have its performance obligation excused thereby, which by the exercise of due diligence such Party could not reasonably have been expected to avoid and which by exercise of due diligence it has been unable to overcome. Force Majeure does not include: (i) a failure of performance of any other individual or entity,

including any individual or entity providing electric transmission service or fuel transportation to a Generating Facility, except to the extent that such failure was caused by an event that would otherwise qualify as Force Majeure; (ii) failure to timely apply for or obtain Permits or other credits required to Operate a Generating Facility; (iii) breakage or malfunction of equipment (except to the extent that such failure was caused by an event that would otherwise qualify as Force Majeure); or (iv) a lack of solar radiation.

"Forecast" means the hourly forecast of either the sum of the Current Inverter continuous electrical output ratings for Current Inverters made operational for a stated forecast period (in MWs) or electric energy (in MWh) of the Generating Facility in accordance with SCE's instructions.

"Generating Facility" means Producer's solar photovoltaic generating facility, as more particularly described in Appendix B, 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. If this Agreement is for more than one Generating Facility (as defined in the immediately preceding sentence), the term "Generating Facility" means each Generating Facility contemplated by this Agreement, unless the context otherwise specifies or requires.

"Governmental Authority" means any (i) federal, state, local, municipal or other government, (ii) 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 (iii) court or governmental tribunal.

"Green Attributes" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Generating Facility, and its avoided emission of pollutants. Green Attributes include but are not limited to Renewable Energy Credits, as well as:

(1) Any avoided emission of pollutants to the air, soil or water such as sulfur oxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO) and other pollutants;

(2) Any avoided emissions of carbon dioxide (CO_2), methane (CH_4), 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;[1]

(3) The reporting rights to these avoided emissions, such as Green Tag Reporting 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 a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of energy.

Green Attributes do not include:

(i) Any energy, capacity, reliability or other power attributes from a Generating Facility,

(ii) Production tax credits associated with the construction or operation of a Generating Facility and other financial incentives in the form of credits, reductions, or allowances associated with a Generating Facility that are applicable to a state or federal income taxation obligation,

(iii) Fuel-related subsidies or "tipping fees" that may be paid to Producer to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, or

(iv) Emission reduction credits encumbered or used by a Generating Facility for compliance with local, state, or federal operating and/or air quality permits.

[1] Avoided emissions may or may not have any value for GHG compliance purposes. Although avoided emissions are included in the list of Green Attributes, this inclusion does not create any right to use those avoided emissions to comply with any GHG regulatory program.

"Gross Power Rating" means the value, in kW DC and as set forth in Section 2.3, which is the sum of all Photovoltaic Module DC Ratings for Photovoltaic Modules to be installed at the Generating Facility.

"Interest Rate" means an annual rate equal to the rate published in The Wall Street Journal as the "Prime Rate" (or, if more than one rate is published, the arithmetic mean of such rates) as of the date payment is due plus two (2) percentage points; *provided, however*, that in no event will the Interest Rate exceed the maximum interest rate permitted by Applicable Laws.

"Lease" means one or more agreements whereby Producer leases the Site described in Appendix B from the owner of the Site, the term of which lease begins on or before the Effective Date and extends at least through the Term End Date.

"Lender" means any financial institution or successor in interest or assignee that provides development, bridge, construction, permanent debt or tax equity financing or refinancing for a Generating Facility to Producer.

"Letter of Credit" means an irrevocable, nontransferable standby letter of credit provided by Producer from an issuer acceptable to SCE that is either a U.S. commercial bank or a U.S. branch of a foreign bank with the bank having a Credit Rating of at least "A-" from S&P and Fitch and "A3" from Moody's, in the form of Appendix C. Producer must bear the costs of all Letters of Credit.

"NERC" means the North American Electric Reliability Corporation.

"Net Qualifying Capacity" has the meaning set forth in the CAISO Tariff.

"Net Power Rating" means the value, in kW AC and as set forth in Section 2.4, which is the sum of all Current Inverter continuous output ratings or any transformer continuous output ratings, whichever is less, located between the Current Inverters and the CAISO-Approved Meter.

"Notice" means notices, requests, statements, reports or payments provided by one Party to the other Party, which must be provided in accordance with Section 11 and Appendix F.

"OMAR" means the Operational Metering Analysis and Reporting System operated and maintained by the CAISO as the repository of settlement quality meter data or its successor.

"Operate" 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.

"Parties" and "Party" have the meanings set forth in the Preamble.

"Permits" means all applications, approvals, authorizations, consents, filings, licenses, orders, permits or similar requirements imposed by any Governmental Authority, or the CAISO, 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 an authority to construct or conditional use permit.

"Photovoltaic Module" means the individual component that produces DC electric energy from solar radiation.

"Photovoltaic Module DC Rating" means, for each Photovoltaic Module installed or to be installed at the Site, the number (expressed in kW_{PDC}) stated on the nameplate affixed thereto representing the manufacturer's maximum (at "peak" sunlight) DC power rating at the standard test condition ("P_{mp}" or Power maximum at peak).

"PIRP" (i.e., Participating Intermittent Resource Program) means the CAISO's intermittent resource program initially established pursuant to Amendment No. 42 of the CAISO Tariff in Docket No. ER02-922-000, or any successor program that SCE determines accomplishes a similar purpose.

"Premises" has the meaning set forth in SCE's Rule 1.

"Producer" has the meaning set forth in the Preamble.

"Product" means (i) all electric energy produced by the Generating Facility, net of Station Use, and (ii) all Green Attributes, Capacity Attributes, and Resource Adequacy Benefits.

"Product Price" has the meaning set forth in Section 2.7.

"Prudent Electrical Practices" means those practices, methods and acts that would be implemented and followed by prudent operators of electric 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 a decision was made, could reasonably have been expected to accomplish the desired result consistent with good business practices, reliability and safety. Prudent Electrical Practices includes, at a minimum, those professionally responsible practices, methods and acts described in the preceding sentence that comply with the manufacturer's warranties, restrictions in this Agreement, and the requirement of Governmental Authorities, WECC standards, the CAISO and Applicable Laws. Prudent Electrical Practices include taking reasonable steps to ensure that: (i) equipment, materials, resources and supplies, including spare parts inventories, are available to meet the Generating Facility's needs; (ii) sufficient operating personnel are available at all times and are adequately experienced, 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; (iii) preventative, 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; (iv) appropriate monitoring and testing are performed to ensure equipment is functioning as designed; (v) 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 (vi) equipment and components designed and manufactured to meet or exceed the standard of durability that is generally used for solar electric energy generation operations 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.

"Renewable Energy Credit" has the meaning set forth Public Utilities Code Section 399.12(g), as may be amended from time to time or as further defined or supplemented by Applicable Law.

"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 include any local, zonal or otherwise locational attributes associated with the Generating Facility.

"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 throughout the Term.

"RPS Requirement" has the meaning set forth in Section 14.2.1.

"Rule" means SCE Tariff sheets that 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.

"SCE" has the meaning set forth in the Preamble.

"SCE Tariffs" means the entire body of effective rates, rentals, charges, and rules collectively of SCE, as set forth in this Agreement, and including title page, preliminary statement, service area maps, rate schedules, list of contracts and deviations, Rules, and sample forms.

"Schedule" means the action of the Scheduling Coordinator, or its designated representatives, of notifying, requesting, and confirming to the CAISO, the CAISO-Approved Quantity of electric energy.

"Scheduling Coordinator" means the entity certified by the CAISO for the purposes of undertaking the functions specified by CAISO Tariff Section 2.2.6, as amended by FERC from time-to-time.

"Service Account" has the meaning set forth in SCE's Rule 1.

"Simple Interest Payment" means a dollar amount calculated by multiplying the (i) dollar amount on which the Simple Interest Payment is based, times (ii) the Interest Rate, times (iii) the result of dividing the number of days in the calculation period by 360.

"Site" means the real property on which the Generating Facility is, or will be located, as further described in Appendix B. If this Agreement is for more than one Generating Facility, the term "Site" (as defined in the immediately preceding sentence), means each Site on which a Generating Facility contemplated by this Agreement is, or will be located, unless the context otherwise specifies or requires.

"Site Control" means that Producer (i) owns the Site, (ii) is the lessee of the Site under a Lease, or (iii) is the holder of a right-of-way grant or similar instrument with respect to the Site.

"Station Use" means the electric energy produced by the Generating Facility that is: (i) used within the Generating Facility to power the lights, motors, control systems and other electrical loads, such as meteorological equipment that are necessary for Operation; and (ii) consumed within the Generating Facility's DC Collection System as losses within the Photovoltaic Modules, associated wiring, combiner boxes, Current Inverters, transformers and other equipment.

"Telemetering System" means a system of electronic components that collects all required telemetry in accordance with the PIRP and SCE operational requirements and communicates this telemetry to the CAISO and SCE as required by applicable tariff or this Agreement.

"Term" has the meaning set forth in Section 3.1.

"Term End Date" has the meaning set forth in Section 3.1.

"Term Start Date" has the meaning set forth in Section 3.1.

"Term Year" means a twelve (12) month period beginning on the first day of the calendar month following the Term Start Date and each successive twelve (12) month period thereafter.

"TOU Periods" has the meaning set forth in Section 8.2 and Appendix E.

"Web Client" has the meaning set forth in Section 2.1.1. of Appendix D.

"WECC" means the Western Electricity Coordinating Council, the regional reliability council for the Western United States, Southwestern Canada, and Northwestern Mexico.

"WREGIS" means the Western Renewable Energy Generation Information System.

*** [*End of Appendix A*] ***

APPENDIX B
DESCRIPTION OF THE GENERATING FACILITY AND THE SITE

[Producer must provide each of the following in this Appendix B:

- The name and address of the Generating Facility;
- A description of the Generating Facility, including a summary of its significant components, such as Photovoltaic Modules, DC Collection System, Current Inverters, meteorological station, solar irradiance instrumentation and any other related electrical equipment;
- A drawing showing the general arrangement of the Generating Facility;
- A single-line diagram illustrating the interconnection of the Generating Facility with SCE; and
- A legal description of the Site, including a Site map.

If this Agreement is for more than one Generating Facility, Appendix B must include the above-requested information for each Generating Facility and each Site.]

*** [*End of Appendix B*] ***

APPENDIX C
FORM OF LETTER OF CREDIT

IRREVOCABLE NONTRANSFERABLE STANDBY LETTER OF CREDIT
Reference Number: [___]
Transaction Date: [___]

BENEFICIARY:

Southern California Edison Company
2244 Walnut Grove Avenue
Risk Control GO#1, Quad 1D
Rosemead, CA 91770

Ladies and Gentlemen:

[Issuing Bank's Name] (the "Bank") establishes this Irrevocable Nontransferable Standby Letter of Credit (this "Letter of Credit") in favor of Southern California Edison Company, a California corporation (the "Beneficiary"), for the account of [Applicant's Name], a [Applicant's form of business entity and state of registration] (the "Applicant"), in connection with ID# [___] for the amount of [___] United States Dollars (the "Available Amount"), effective immediately and expiring at 5:00 P.M., Los Angeles time, on [___] (the "Expiration Date").

This Letter of Credit will be of no further force or effect upon the close of business on [___] or, if such day is not a Business Day (as hereinafter defined), on the next Business Day. For the purposes of this Letter of Credit, "Business Day" means any day except a Saturday, Sunday, a Federal Reserve Bank holiday, or the Friday following Thanksgiving.

Subject to the terms and conditions of this Letter of Credit, funds under this Letter of Credit are available to the Beneficiary by presentation in compliance on or before 5:00 P.M., Los Angeles time, on or before the Expiration Date, of the following:

1. The original of this Letter of Credit and all amendments (or photocopy of the original for partial drawings); and

2. The Drawing Certificate issued in the form of Attachment A attached to this Letter of Credit, and which forms an integral part hereof, duly completed and purportedly bearing the signature of an authorized representative of the Beneficiary.

Notwithstanding the foregoing, any drawing under this Letter of Credit may be requested by transmitting the requisite documents as described above to the Bank by facsimile at [___], or such other number as specified from time to time by the Bank.

The facsimile transmittal is deemed delivered when received. Drawings made by facsimile transmittal are deemed to be the operative instrument without the need of originally signed documents. Partial drawing of funds are permitted under this Letter of Credit, and this Letter of Credit will remain in full force and effect with respect to any continuing balance; *provided*, *however*, that the Available Amount will be reduced by the amount of each such drawing.

This Letter of Credit is not transferable or assignable. Any purported transfer or assignment is void and of no force or effect. Banking charges are the sole responsibility of the Applicant.

This Letter of Credit sets forth in full our obligations and such obligations may not in any way be modified, amended, amplified or limited by reference to any documents, instruments or agreements referred to in this Letter of Credit (except for Attachment A attached to this Letter of Credit), and any such reference may not be deemed to incorporate by reference any document, instrument or agreement except for Attachment A attached to this Letter of Credit.

The Bank acknowledges that Beneficiary's drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to the Bank on or before the Expiration Date. Except so far as otherwise stated, this Letter of Credit is subject to the International Standby Practices ISP98 (also known as ICC Publication No. 590), or revision currently in effect (the "ISP"). As to matters not covered by the ISP, the laws of the State of California, without regard to the principles of conflicts of laws thereunder, will govern all matters with respect to this Letter of Credit.

[Issuing Bank's Name]

By:_____
Name:_____
Title:_____

ATTACHMENT A
DRAWING CERTIFICATE
TO [ISSUING BANK NAME]

IRREVOCABLE NON-TRANSFERABLE STANDBY LETTER OF CREDIT
Reference No. [___]

[Issuing Bank Name]
[Issuing Bank Address]

Subject: Irrevocable Non-transferable Standby Letter of Credit

The undersigned [Authorized Individual's Name], an authorized representative of Southern California Edison Company (the "Beneficiary"), certifies to [Issuing Bank Name] (the "Bank") and [Applicant's Name] (the "Applicant"), with reference to Irrevocable Nontransferable Standby Letter of Credit No. [___], dated [___], (the "Letter of Credit"), issued by the Bank in favor of the Beneficiary, as follows as of the date hereof:

1. The Beneficiary is entitled to draw under the Letter of Credit an amount equal to $[___] for one or more of the following reason(s):

   [ ] A. The Bank has heretofore provided written notice to the Beneficiary of the Bank's intent not to renew the Letter of Credit following the present Expiration Date (as defined in the Letter of Credit) thereof ("Notice of Non-renewal"), and Applicant has failed to provide the Beneficiary with a replacement letter of credit satisfactory to Beneficiary in its sole discretion within 30 days following the date of the Notice of Non-renewal.

   [ ] B. The Beneficiary has terminated that certain Solar Photovoltaic Program Power Purchase and Sale Agreement, dated [___], between Applicant and Beneficiary (the "Agreement"), in accordance with Section [___] of the Agreement before the Term Start Date (as defined in the Agreement).

   [ ] C. The Beneficiary is entitled to retain a portion of the Development Security (as defined in the Agreement) equal to the product of $20 per kW times the portion of the Gross Power Rating (in kW and as defined in the Agreement) that the Applicant failed to install.

2. Based upon the foregoing, the Beneficiary makes demand under the Letter of Credit for payment of [___] United States Dollars, which amount does not exceed (i) the amount set forth in paragraph 1 above, and (ii) the Available Amount (as defined in the Letter of Credit) under the Letter of Credit as of the date hereof.

3. Funds paid pursuant to the provisions of the Letter of Credit must be wire transferred to the Beneficiary in accordance with the following instructions: [___]

IN WITNESS WHEREOF, this Certificate has been duly executed and delivered on behalf of the Beneficiary by its authorized representative as of this [___] day of [___].

Beneficiary:_____

By: _____
Name:_____
Title:_____

*** [*End of Appendix C*] ***

APPENDIX D
FORECAST REQUIREMENTS AND PROCEDURES

1. Introduction. The Parties shall abide by the Forecast requirements and procedures described in this Appendix D and shall make reasonable changes to these requirements and procedures from time-to-time, as necessary to (i) comply with SCE's instructions or the CAISO Tariff, as applicable, (ii) accommodate changes to their respective generation technology or organizational structure, and (iii) address changes in the Operating and Scheduling procedures of Producer, SCE or the CAISO, including automated Forecast and outage submissions.

2. Producer's Forecasting Procedures. Producer must meet all of the following requirements for Forecasting electric energy to be received by SCE from Producer:

   2.1. Weekly Forecasting Procedures.

   2.1.1. Beginning the Wednesday before the Term Start Date, Producer must provide SCE with a Forecast for the next calendar week, by no later than 5 P.M. Los Angeles time the Wednesday of the week preceding the week covered by the Forecast, using a web-based system made available to Producer by SCE (the "Web Client"). The Forecast submitted to SCE must: (i) not include any anticipated or expected electric energy losses after the CAISO-Approved Meter or Check Meter, as applicable; and (ii) limit Forecast changes to no less than one hundred (100) kW when the Web Client is not available. Producer shall have no restriction on Forecast changes when the Web Client is available.

   2.1.2. If Producer learns of any change in the Forecast submitted pursuant to Section 2.1.1 of this Appendix D, Producer shall communicate such change in the Forecast to SCE via the Web Client no later than 5:00 A.M. Los Angeles time the day before the effective date of such revision. If the Web Client is not available, Producer shall email these changes to presched@sce.com, and immediately follow up with a phone call to (626) 307-4425.

   2.1.3. If Producer learns of any change in the Forecast submitted pursuant to Section 2.1.2 of this Appendix D, Producer shall immediately communicate such change in the Forecast to SCE via the Web Client. If the Web Client is not available, Producer shall within twenty (20) minutes after Producer becomes aware of the event which caused the change in the Forecast, email such change to presched@sce.com and to realtime@sce.com, and immediately follow-up with a phone call to SCE's Generation Operation Center at (626) 307-4453 or (626) 307 4410.

   2.2. 30-Day Forecasting Procedures.

   (i) In addition to the requirements set forth in Section 2.1 of this Appendix D, Producer shall electronically provide SCE with a rolling 30-day Forecast, beginning at least thirty (30) days before the Term Start Date using the Web Client.

   (ii) Producer shall update such rolling 30-day Forecast weekly by 5:00 P.M. Los Angeles time each Wednesday using the Web Client.

   (iii) If Producer learns of any inaccuracies in its most recently submitted 30-day Forecast affecting the period between the date Producer learns of the inaccuracy and the date that the next updated 30-day Forecast is due, Producer shall promptly notify SCE using the Web Client. If the Web Client is not available, Producer shall send an updated Forecast to esmstpoutage@sce.com with a copy to presched@sce.com.

3. Outage Scheduling Procedures. Producer shall be responsible for all costs associated with all requirements and timelines for generation outage Scheduling contained in the SCE Tariffs and the CAISO Tariff.

*** [*End of Appendix D*] ***

APPENDIX E
TOU PERIODS AND ENERGY PAYMENT ALLOCATION FACTORS

TOU Periods All listed times are Los Angeles time.			
TOU Period	*Summer* *Jun 1st – Sep 30th*	*Winter* *Oct 1st – May 31st*	*Applicable Days*
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.

Energy Payment Allocation Factors			
Season	*TOU Period*	*Calculation Method*	*Energy Payment Allocation Factor*
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.

*** [*End of Appendix E*] ***

APPENDIX F
NOTICE LIST

[PRODUCER'S NAME]	**SOUTHERN CALIFORNIA EDISON COMPANY**
All Notices are deemed provided in accordance with Section 11 if made to the applicable address(es), facsimile number(s) or e-mail address(es) provided below:	All Notices are deemed provided in accordance with Section 11 if made to the applicable address(es), facsimile number(s) or e-mail address(es) provided below:
Contract Sponsor: Attn: Street: City: Phone: Facsimile: E-mail:	Contract Sponsor: Attn: Vice-President, Renewable and Alternative Power Street: 2244 Walnut Grove Avenue City: Rosemead, California 91770 Phone: (626) 302-1212 Facsimile: (626) 302-1103
Reference Numbers: Duns: Federal Tax ID Number:	Reference Numbers: Duns: 006908818 Federal Tax ID Number: 95-1240335
Contract Administration: Attn: Phone: Facsimile: E-mail:	Contract Administration: Attn: Phone: (626) 302- Facsimile: (626) 302-
Forecasting: Attn: Control Room Phone: Facsimile: E-mail:	Generation Operations Center: Phone: (626) 307-4453 or Phone: (626) 307-4410
Day-Ahead Forecasting: Phone: Facsimile: E-mail:	Day-Ahead Scheduling: Manager. Attn: Manager of Day-Ahead Operations Phone: (626) 302-1323 Facsimile: (626) 302-3409 Scheduling Desk. Phone: (626) 307-4425 Backup: (626) 307-4420 Fax: (626) 302-3409 Email: PreSched@SCE.com
Real-Time Forecasting: Phone: Facsimile: E-mail:	Real-Time Scheduling: Manager. Attn: Manager of Real-Time Operations Phone: (626) 302-3308 Facsimile: (626) 302-3409 Operations Desk. Phone: (626) 307-4453 Back-up: (626) 307-4410 Fax: (626) 302-3409 Email: RealTime@SCE.com

Payment Statements: Attn: Phone: Facsimile: E-mail:	Payment Statements: Attn: Power Procurement Finance Phone: (626) 302-3277 Facsimile: (626) 302-3276 Email: PPFDPowerSettle@SCE.com
Payments: Attn: Phone: Facsimile: E-mail:	Payments: Attn: SCS Payments Phone: (626) 302- Facsimile: (626) 302-3276 Email: PPFDPowerSettle@SCE.com
Wire Transfer: BNK: ABA: ACCT:	Wire Transfer: BNK: JP Morgan Chase Bank ABA: 021000021 ACCT: 323-394434
Credit and Collections: Attn: Phone: Facsimile: E-mail:	Manager of Credit and Collateral: Attn: Manager of Credit Phone: (626) 302-3383 Facsimile: (626) 302-2517
With additional Notices of an Event of Default or Potential Event of Default to: Attn: Phone: Facsimile: E-mail:	With additional Notices of an Event of Default or Potential Event of Default to: Attn: Manager SCE Law Department Power Procurement Section Phone: (626) 302-1212 Facsimile: (626) 302-1904
Lender: Attn: Phone: Facsimile: E-mail:	
Insurance: Attn: Phone: Facsimile: E-mail:	Insurance: Attn: Vice President, Renewable & Alternative Power Address: 2244 Walnut Grove Avenue P.O.: Box: 800 City: Rosemead, CA 91770

*** [*End of Appendix F*] ***

A – 4

SOUTHERN CALIFORNIA EDISON
An EDISON INTERNATIONAL Company

2010 Solar PV Program RFO Offer Template

Confidential

A. ONE FORM PER OFFER

A separate Offer Template form must be created and emailed to SCE for each Offer.
Different Offers include, but are not limited to, different Sites, Term Start Dates, Gross Power Ratings, etc.

B. OFFEROR CONTACT INFORMATION

Company Name:

Contact Name #1:
Company:
Title:
Street:
City
State
Zip Code:

Office Phone:
Cell Phone:
Email:

Contact Name #2:
Company:
Title:
Street:
City:
State:
Zip Code:

Office Phone:
Cell Phone:
Email:

C. SPONSORS

COMPANY	OWNERSHIP	WEB ADDRESS	DEVELOPMENT EXP.

D. GENERATING FACILITY (ATTACH A PHOTOGRAPH OF THE ROOF OR SITE)

Facility Name:
Street:
City:
State:
Zip Code:

Total Relevant Rooftop Area:

	DEGREES	MINUTES	SECONDS
Latitude:			
Longitude:			

Site Service Account #:
Total Relevant Ground Area:

E. OWNER OF THE SITE

Owner Name:
Street:
City:
State:
Zip Code:

F. NON-BINDING OFFER

Indicative Product Price ($/MWh AC):
Estimated Annual Generation (MWh):

Term Start Date:
Mutual Exclusivity:

G. SYSTEM CHARACTERISTICS

	ROOFTOP	GROUND-MOUNT
Gross Power Rating, kW DC:		
Solar Technology:		
Mounting:		
Installation Area, square feet:		

H. DELIVERY POINT, ELECTICAL INTERCONNECTION AND TRANSMISSION

Queue Position # (If Assigned):
Direct Assignment Cost (defined in the RFO Instructions):
Estimate of Network Upgrade Cost (defined in the CAISO Tariff)

Interconnection Point:
Interconnecting System Level:
Interconnection Status:

I. NON-DISCLOSURE AGREEMENT ACCEPTANCE

By selecting "Yes" here: [ ], Seller electronically signs and agrees to abide by the terms and conditions of Article Eight of the RFO Instructions.

J. AWARDS AND SUBSIDIES

Subsidy #1:
Subsidy #2:
Subsidy #3:

K. BRIEF DESCRIPTION OF GENERATING FACILITY, INCLUDING ALL COMPONENTS

L. ADDITIONAL COMMENTS AND CAVEATS/ADDITIONS TO ABOVE INFORMATION (incl. whether Offeror is an SCE affiliate)

A – 5

[Insert Owner's Letterhead]

[Insert Date]

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

Subject: Acknowledgement of Alternate Program Availability – California Solar Initiative and Net Energy Metering Programs

Dear Sir or Madam:

[Insert owner's full legal name] ("Owner"), a *[Insert Owner's form of entity and state of registration]*, owns the real property located at *[Insert complete address]* ("Property"), and leases or intends to lease all or a portion of the Property to *[Insert Offeror's legal name]* ("Offeror").

Owner acknowledges that Offeror has informed Owner of, and Owner has been given the opportunity to investigate the benefits offered by, alternative government sponsored programs such as the California Solar Initiative ("CSI") and the Net Energy Metering ("NEM") programs. Owner knows and understands the benefits offered by both programs.

Owner further acknowledges that if Southern California Edison Company ("SCE") selects Offeror as part of SCE's 2010 Solar PV Program RFO, then Offeror will install a solar photovoltaic electric energy generating facility, including solar panels and other ancillary equipment ("Generating Facility"), on a defined portion of the Property, and will exclusively sell to SCE, pursuant to a power purchase and sale agreement, the entire output of the Generating Facility, including all attributes related thereto.

Finally, Owner acknowledges that it has not participated in, nor submitted any claim for receipt of funds under, the CSI or the NEM programs for the Generating Facility, and that if SCE selects Offeror as part of SCE's 2010 Solar PV Program RFO, Owner will be precluded from participating in either the CSI or the NEM programs for the Generating Facility for the entire term of the above-referenced power purchase and sale agreement.

Owner's execution of this letter agreement does not preclude Owner from participating in the CSI or NEM programs for other projects other than the Generating Facility, including other projects on the same Property.

Very Truly Yours,

[Insert owner's full legal name]

By: _____

Name: _____

Title: _____

A – 6

SOLAR PV PROGRAM
SUMMARY OF DEVELOPER EXPERIENCE

One Summary of Developer Experience form is required per Offeror as part of the Offeror's Non-Binding Offer. In order to be eligible to participate in this program, Offerors must have a "minimum level of developer experience". Per Resolution E-4299, this level is defined as completion of two or more projects of similar technology and development of projects of cumulative capacity equal to one megawatt. Developer experience includes but is not limited to installation, operation, and maintenance of solar commercial rooftop projects.

DEVELOPER INFORMATION

Developer Name: _____ Years of Developer Experience: _____

Address 1 _____

Address 2 _____

City _____ State _____ Zip Code _____

Contact Name: _____ Title: _____

Phone Number: _____ e-mail: _____

EXPERIENCE

Project Name/Location	Solar Technology		Size (MW)	Online Date (mm/yy)
		If Other, please specify:		
		If Other, please specify:		
		If Other, please specify:		
		If Other, please specify:		
		If Other, please specify:		
		If Other, please specify:		
		If Other, please specify:		

A – 7

SOUTHERN CALIFORNIA
EDISON

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2008 Time-of-Delivery (TOD) Periods and Factors

Season	Period	Definition	Factor
Summer June - September	On-Peak	WDxH[1], noon-6 pm	**3.13**
	Mid-Peak	WDxH, 8-noon, 6 - 11 pm	**1.35**
	Off-Peak	All other times	**0.75**
Winter October - May	Mid-Peak	WDxH, 8 am-9 pm	**1.00**
	Off-Peak	WDxH, 6-8 am, 9 pm -midnight; WE/H[2] 6 am - midnight	**0.83**
	Super-Off-Peak	Midnight-6 am	**0.61**

1/ WDxH is defined as weekdays except holidays
2/ WE/H is defined as weekends and holidays

Contact:

Southern California Edison
Renewable and Alternative Power
2244 Walnut Grove Avenue
Rosemead, California 91770

Email: RenewablesStandardContracts@SCE.com

A – 8

SCE CONCEPTUAL TRANSMISSION REQUIREMENTS AND COSTS FOR INTEGRATING RENEWABLE RESOURCES

September 29, 2008

SOUTHERN CALIFORNIA
EDISON
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Southern California Edison Company

Table of Contents

	Page
Section 1 – Executive Summary	1-1
Section 2 – Background	2-1
Section 3 – Response to Request for Supplemental Information	3-1
Section 4 – Study Limitations	4-1
Section 5 – Los Angeles and Kern Counties	
5-1 Introduction	5-1
5-2 Renewable Resources	5-2
5-3 Study Assumptions and Study Methodology	5-4
5-4 Description of Transmission Upgrades	5-7
5-5 Transmission Project Cost Estimates for Bid Evaluation	5-10
Section 6 – Inyo, Mono and San Bernardino Counties	
6-1 Introduction	6-1
6-2 Renewable Resources	6-2
6-3 Study Assumptions and Study Methodology	6-4
6-4 Description of Transmission Upgrades	6-7
6-5 Transmission Project Cost Estimates for Bid Evaluation	6-8
Section 7 – Imperial and Riverside Counties	
7-1 Introduction	7-1
7-2 Renewable Resources	7-1
7-3 Existing System Conditions and Currently Proposed Projects	7-4
7-4 Study Assumptions and Study Methodology	7-6
7-5 Transmission Project Cost Estimates for Bid Evaluation	7-8

1. Executive Summary

On June 20, 2008, the Assigned Commissioner to Rulemaking (R.) 06-05-027 issued a ruling requiring, among other things, Southern California Edison Company (SCE), Pacific Gas and Electric Company (PG&E), and San Diego Gas and Electric Company (SDG&E) to prepare and file a Transmission Ranking Cost Report (TRCR). The original schedule called for filing of 2009 draft TRCR by September 15, 2008. On August 12, 2008, the schedule for filing the draft TRCR was extended to October 1, 2008 by Administrative Law Judge (ALJ) ruling.

SCE has developed the TRCR describing the renewable conceptual transmission upgrades and their associated costs based on the updated supplemental solicitation information. The purpose of this TRCR is to provide necessary cost information to be used solely for evaluating renewable resource bids so that the most cost-effective bids can be selected on a total cost basis. It should be noted that in general, except where explicitly noted, the estimates in this report were derived by utilizing standard off–the-shelf unit cost guides and thus should not be used for any other purpose other than bid evaluation comparison. This report does not reflect the fact that SCE may not be able to satisfy the requested in-service dates due to lead times associated with permitting and constructing the necessary upgrades identified in this report.

The approach utilized in this TRCR is consistent with that outlined in Attachment A of the California Public Utilities Commission (CPUC) Decision (D.) 04-06-013 including modifications issued in D.05-07-040. A total of 14 geographic clusters of renewable resources within the SCE service territory were identified based on renewable resources requesting interconnection via the California Independent System Operator (CAISO) and information received in response to SCE's request for supplemental information. Detailed discussions of these clusters are covered in Sections 5, 6 and 7. These sections address renewable resources by counties and are grouped into Los Angeles and Kern Counties, Inyo, Mono and San Bernardino Counties, and Imperial and Riverside Counties respectively. In addition, Section 8 addresses issues related to identified renewable resources identified in the supplemental information received by SCE but geographically located outside of SCE service territory.

The results of the TRCR are shown below in Table 1-1.

Table 1-1: Transmission Ranking Cost Report Summary

Cluster No.	Name	Cluster Totals		Estimated Capital Cost ($M)			Bid Adder (cents per kW-hr)		
		MW	GW-hrs	Level 1	Level 2	Comment	Level 1	Level 2	Comment
1	Los Angeles and Kern Counties (Whirlwind, Windhub/Highwind, and other areas)	15,096	40,285	$ -	$1,300	$3,400	0	0.52	1.35
			MW Total	0	15,098	(w/ATP & TRTP)			(w/ATP & TRTP)
2	Pisgah Area	9,736	22,836	$ -	$3,570	-	0	1.05	-
			MW Total	0	9,736				
3	El Dorado/ Mohave Area	7,234	18,808	$ -	$3,570	-	0	0.95	-
			MW Total	0	7,234				
4	Mountain Pass Area	1,927	4,275	$ -	$3,710	-	0	1.66	-
			MW Total	0	1,927				
5	Desert View/Lugo Area	1,370	3,412	$ -	$2,700	-	0	0.70	-
			MW Total	0	1,370				
6	Coolwater Area	2,014	5,283	$ -	$2,150	-	0	0.90	-
			MW Total	0	2,014				
7	Victor Area	1,406	4,450	$ -	$2,130	-	0	0.80	-
			MW Total	0	1,406				
8	Kramer Area	1,710	3,929	$ -	$2,100	-	0	0.96	-
			MW Total	0	1,710				
9	Inyokern Area	1,505	3,598	$ -	$2,250	-	0	1.64	-
			MW Total	0	1,505				
10	Control Area	572	4,546	$ -	$2,590	-	0	1.87	-
			MW Total	0	572				
11	Midpoint Area	6,870	15,987	$ -	$1,670	$2,070	0	1.13	1.48
			MW Total	0	15,987	(w/DPV2)			(w/DPV2)
12	Eagle Mountain/Julian Hinds Area	3,778	9,612	$ -	$1,360	$1,460	0	0.82	0.86
			MW Total	0	9,612	(w/DPV2)			(w/DPV2)
13	Devers Area	3,997	10,392	$ -	$490	$590	0	0.64	0.77
			MW Total	0	10,392	(w/DPV2)			(w/DPV2)
14	IID Area (Path 42)	450	3,745	$ -	$570	$670	0	0.46	0.47
			MW Total	0	3,745	(w/DPV2)			(w/DPV2)
	TOTAL	57,665	151,159						

Note 1: For areas outside of SCIT, even with the upgrades identified, these areas may be subject to curtailment of renewables due to SCIT Southern California inertia limits

Note 2: Does not include sub-transmission/distribution upgrade requirements for projects requesting interconnection to (non-CAISO) radial systems

2. Background

In September 2002, Governor Davis signed Senate Bill (SB) 1038 and SB 1078 creating the California Renewables Portfolio Standard (RPS) program.[1] Under these laws, retail sellers (i.e., electrical corporations, community choice aggregators, electric service providers) are required to increase their total procurement of electricity from eligible renewable resources each year by 1% of total retail sales and reach a goal of 20% renewables by 2010. Cost recovery of the transmission facility upgrades is assured through general transmission rates.[2]

State Senate Bills 1038 and 1078

Pursuant to the requirements of SB 1038 and SB 1078, the California Energy Commission (CEC) developed the "Preliminary Renewable Resource Assessment" Report. The first version of this assessment was created on July 1, 2003. Subsequently, the CEC developed the final version of the report entitled "Renewable Resources Development Report" (Document 500-03-080F) on November 19, 2003. This report was adopted for submittal to the State Legislature. The Report is a comprehensive renewable resources development plan that describes the renewable resources in California, and estimated costs of the electricity generation from these resources.

SB 1038 also includes an important provision requiring the CPUC to prepare, by December 1, 2003, a comprehensive transmission plan for connecting the CEC estimated renewable electricity generation facilities, and to provide for the rational, orderly, cost effective expansion of transmission necessary to facilitate development of renewable generation.

In order to fulfill this requirement, Administrative Law Judge (ALJ) Gottstein of the CPUC requested that the utilities move forward without delay to develop cost estimates for renewable resource transmission projects, and report their progress in the transmission monthly status reports provided as part of the AB 970 proceedings (Investigation (I.) 00-11-001).

Completed SCE Conceptual Transmission Studies for Renewable Resource Developers

During 2002 and 2003, SCE completed conceptual transmission studies in support of I.00-11-00 into transmission constraints facing the State in accommodating the new wind generation resources in the Antelope Valley and Tehachapi areas of Kern and Los Angeles counties.

The first two conceptual studies were conducted exclusively for integrating wind generation in the Tehachapi area with a combined output of 2,500 MW. These Tehachapi Transmission Conceptual Facilities Reports, which incorporated the results of these two

[1] Recently Governor Schwarzenegger signed into law SB 107, which further amends the RPS legislation.
[2] *See* Pub. Util. Code Section 454.1.

studies, were published on March 14, 2002 and January 15, 2003 and were provided to participants per agreement. Subsequent conceptual studies were proposed by developers in response to a general solicitation letter to industry participants provided by SCE to renewable resource developers on February 13, 2003, at the request of ALJ Gottstein. The purpose of the letter was to invite their participation in a conceptual transmission study to determine the feasibility, scope, and costs of potential transmission facilities required to connect the new renewable energy projects throughout SCE's service territory.

This invitation resulted into three participants signing agreements with SCE during April 2003 for conceptual studies for their renewable wind and geothermal resources located in SCE's service territory. In the Mono County area, two geothermal developers, Vulcan Power Company and Geo Energy Partners, signed agreements for SCE to complete the conceptual transmission facilities studies for a total of 155 MW of geothermal power. In the Imperial County area, Geo Energy Partners also signed an agreement for SCE to complete the conceptual transmission facilities studies for a total of 40 MW of geothermal power. Lastly, in the Tehachapi area, enXco signed an agreement to complete the conceptual transmission facilities studies for an increase of Tehachapi area wind generation total from 2,500 MW to 3,270 MW. SCE completed these studies and published the results on June 27, 2003. SCE presented the results of all three Conceptual Transmission Facilities Studies to participants and representatives of CPUC, CAISO, CEC and PG&E in a meeting in Ontario, California on May 30, 2003 and also provided copies of the reports and presentations to each attendee.

SCE Renewable Conceptual Transmission Plan

SCE developed its first version of its Renewable Conceptual Transmission Plan (RCTP) in accordance with the "Scope of Work" as described in Attachment A to ALJ Meg Gottstein's ruling on March 27, 2003. The ruling was further modified and clarified in subsequent rulings issued by ALJ Charlotte F. TerKeurst on July 21, 2003 and August 1, 2003. The RCTP was based on the first CEC Report with renewable MW tabulated in Table 5 of the report, which was submitted to CPUC and renewable stakeholders on August 29, 2003. Table 5 of the report describes all SCE conceptual transmission upgrades and their estimated costs that are needed to connect all renewables in the SCE and Imperial Irrigation District (IID) territories, which had a total of 470 MW of renewable resources in 2005, a cumulative total of 1755 MW of renewable resources by 2008, a cumulative total of 4,220 MW of renewable resources by 2017, and a total of 6,270 MW of renewable resources under the remaining potential.

CPUC Electric Transmission Plan for Renewable Resources in California

The CPUC Energy Division developed the "Electric Transmission Plan for Renewable Resources in California Report" based on the Utilities' Filings of the RCTP and subsequent tabulated data revisions of their plans for the revised renewable assessment in the CEC November 2003 Report. Pursuant to the directives under SB 1038 and SB 1072, the CPUC Energy Division submitted the report describing renewable conceptual

transmission upgrades and their estimated costs to the California Legislature on December 1, 2003.

Tehachapi Collaborative Study Group Final Reports

On March 16, SCE filed a final report for the first Tehachapi Collaborative Study Group (TCSG) on behalf of the TCSG. The final report identified four possible transmission plans for integrating over 4,000 MW of wind generation from the Tehachapi region. The four potential transmission plans were all identified to have virtually identical cost estimates. As a result, additional study work was undertaken as part of a second TCSG with a goal of identifying the most prudent alternative. The final report of this additional study work was filed by SCE on April 19, 2006 on behalf of the TCSG. The TCSG reached consensus on the first three phases of the Tehachapi expansion, which were estimated to provide capacity for up to 3,000 MW of wind generation. However, concurrence was not reached on the final phase to support the full wind generation potential.

California ISO South Regional Transmission Plan (CSRTP)

Since concurrence of the final phase to support wind generation levels in excess of the capability of the first three phases was not reached, the TCSG recommended that the CAISO complete the evaluation needed to select the final plan of service for Tehachapi. As a result, the CAISO formed the CSRTP team which included the CAISO, participating transmission owners (PG&E, SCE, and SDG&E), technical representatives from all generation project sponsors (Nevada Hydro Company, Citizens Energy, IID, Oak Creek Energy System/Tehachapi Holdings), and technical representatives from the CEC and the California Electricity Oversight Board (EOB). A final plan of service for Tehachapi has been developed and approved by the CAISO Governing Board on January 24, 2006.

Imperial Valley Collaborative Study Group Final Report

Another Collaborative Study Group developed a conceptual transmission plan for integrating geothermal renewable resources in the Imperial Valley. Transmission facilities necessary to integrate over 2,000 MW of geothermal potential include new transmission into San Diego, new transmission into SCE, and new transmission within the IID. This report only captures SCE's transmission related costs.

Request for Supplemental Information from Eligible Renewable Developers

On June 20, 2008, the Assigned Commissioner to R.06-05-027 issued a ruling requiring SCE, PG&E and SDG&E to request additional information from developers of eligible renewable energy projects who may participate in the State RPS program. The purpose of the supplemental information was to assist in developing necessary transmission plans to properly integrate eligible renewable energy projects. In this request for supplemental information, SCE required parties to file a response even though no changes were made

to last year's information. This was done to ensure that projects identified by developers during previous request for additional information, which may no longer be viable, are not mistakenly included into this assessment.

This report includes the supplemental information obtained in response to SCE's supplemental information request. A summary of responses from renewable developers to this supplemental solicitation is described in Section 3 of this report.

CAISO Generator Interconnection Process Reform (GIPR)

The foundation for the current generation interconnection process was established by FERC in Order No. 2003 and its progeny. The Large Generator Interconnection Procedures (LGIP) tariff has successfully assured the open transmission access requirement for new generation interconnection customers. However, over the past few years, several factors, largely unanticipated at the time of Order 2003's adoption, including the very large number of interconnection requests for renewable generation, have imposed significant challenges to the efficiency of a "serial" generation interconnection study approach. For example, as of July 27, 2008, there were 361 active interconnection requests in the CAISO interconnection queue totaling over 105,000 MW (over 68,000 MW renewable alone).

On May 15, 2008 the CAISO filed with FERC a petition for waiver of provisions of the LGIP to facilitate the transition to a reformed generation interconnection process. This waiver petition was the initial step in a two-step process to reform the current LGIP to allow CAISO to manage its interconnection queue more efficiently and to be consistent with the development timelines of transmission assets needed to ensure reliability and compliance with California's renewable portfolio standard requirements. On July 28, 2008 the CAISO filed with FERC an amendment to the currently effective CAISO Tariff. In this amendment, the CAISO proposed changes to its large generator interconnection process, interconnection agreements and related portions of the CAISO Tariff to achieve the goals identified and discussed in the GIPR stakeholder process.

It is important to note that the significant amount of queued renewable generation in the CAISO interconnection queue far exceeds the amount of renewable generation that would be required to meet state mandated RPS targets, although per FERC interconnection protocols these projects in queue must be treated on an equal basis. It is highly anticipated that as the CAISO GIPR process continues and the first GIPR cluster studies commence, there will be a significant number of projects that drop out of the current CAISO interconnection queue. Therefore, this Transmission Ranking Cost Report and the bid adders calculated here are based on the best information available today, but that information is subject to change. It is highly anticipated that future TRCR analysis will yield different results based on the highly dynamic nature of CAISO interconnection process reform efforts that are currently underway.

The GIPR proposal, stakeholder comments on the GIPR proposal, and links to relevant FERC filings can be found at www.caiso.com/1f42/1f42c00d28c30.html.

3. Response to Request for Supplemental Information

Pursuant to the June 20, 2008 Assigned Commissioner Ruling in R.06-05-027, SCE sent out a solicitation letter on August 6, 2008 to renewable energy developers requesting them to provide additional information regarding transmission. The deadline for interested parties to respond to this supplemental solicitation was August 20, 2008. Based on the revisions to previous conceptual transmission plans to accommodate new interconnection requests of renewable resources made since the last TRCR and additional information obtained in response to SCE's request for supplemental information, SCE has developed this TRCR.

Fifteen developers responded to SCE's supplemental information request. These developers identified up to fourty-eight potential renewable resource projects including twenty-nine in SCE's service territory for a total of 15,424 MW. These fourth-eight projects include five geothermal projects (226 MW), one combined biomass/concentrated solar project (1000 MW), twenty-nine solar projects (9,155 MW), one PV project (400 MW), and five wind projects (4,643 MW). The non-SCE service territory projects included two projects in IID (150 MW), three projects in SDGE (1,030 MW), four projects in Arizona (3,000 MW), one project in northern California (23 MW), one project in Utah (18 MW) and one project in Texas (4,000 MW). The majority of projects identified in the request for supplemental information were in fact already active projects in the CAISO interconnection queue.

There were several developers that provided incomplete or insufficient information in this request for supplemental information; these projects were not considered in the bid adder analysis presented in this report.

There is a significant number of renewable generation projects pursuing interconnection via the CAISO interconnection process. Per FERC generation interconnection protocols, these projects were given first priority in developing conceptual transmission upgrades, regardless of whether the queued generation was renewable or non-renewable in nature. The majority of projects in the CAISO interconnection queue are renewable, and these projects far exceed the MW totals identified in the supplemental request for information. Therefore, the facilities for interconnection of queued generation were the significant factor in determining bid adders for renewable generation. In general, the transmission facilities that drive those bid adders would also create sufficient capacity to accommodate those few remaining generation projects that were identified in the supplemental request for information while at the same time not reflected in the CAISO interconnection queue. As a result, there were generally no bid adder adjustments made due to provided supplemental information.

This TRCR will include interconnection requests in identifying potential transmission upgrade requirements. However, unless actual interconnection studies have been conducted, the conceptual transmission facilities are an approximation of what will ultimately be required and will be finalized when such studies are conducted.

4. Study Limitations

SCE believes that the information presented in this revised conceptual transmission plan fulfills the Methodology for Development and Consideration of Transmission Costs as described in Attachment A of the 2004 Interim Opinion Order (D.04-06-013) issued on June 9, 2004 as well as the modifications identified in the 2005 Interim Opinion Regarding Transmission Costs in RPS Procurement (D.05-07-040) issued on July 21, 2005. SCE's TRCR presents the estimated cost for the revised conceptual transmission network upgrades and revised phasing needed to accommodate the interconnection and delivery of generated power from all renewable resource projects received in response to SCE's solicitation as well as the renewable resources currently progressing through the Federal Energy Regulatory Commission (FERC) mandated generation interconnection process.

The most significant limitation of this TRCR is associated with the sheer size of the existing CAISO interconnection queue. As shown in Table 1-1, there is currently in excess of 57,000 MW of generation (over 52,000 MW of which is renewable in nature) requesting interconnection into the SCE system through the FERC interconnection process. To put this number into perspective, this generation capacity "proposed" by developers in queue is more than double the total customer demand served throughout the entire SCE service territory, and is nearly identical to the entire customer demand served throughout the entire CAISO system. It is impossible to envision a comprehensive set of transmission upgrades that can accommodate all of these renewable projects currently in the interconnection queue. As a result, this SCE 2009 TRCR involves a number of assumptions, simplifications, and estimations in the absence of detailed studies.

The bid adder results in this report provide, based on the best information available today, a relative comparison of transmission requirements in various geographic clusters for the interconnection of renewable resources in the SCE transmission system. In other words, the transmission bid adders presented in this report should be considered in relative comparison to other transmission bid adders presented in this report. This TRCR also has additional limitations, including, but not limited to the following:

1. Exact location and project generators' specifications are not fully available.

2. The TRCR is not a part of the FERC interconnection process which must be followed by all renewable bidders in order to be interconnected to the existing system.

3. Detailed system impact studies for each renewable project need to be performed to identify the actual impacts of the project on the existing electric system and facilities required to interconnect the project(s).

4. Detailed facilities studies for each renewable project need to be performed to properly engineer, design, and estimate actual costs of the facility upgrades required.

5. Detailed substation site review is needed to properly identify suitable locations.

6. Detailed right-of-way review is needed to identify right-of-way requirements.

7. Detailed environmental assessments need to be performed for new sites and new line routes proposed, including alternatives for the substation sites and transmission line routing, as well as proposed mitigation measures.

8. Plan of service identified will likely change based on a number of factors including but not limited to the results of detail interconnection studies, results of substation site review and results of detailed environmental review.

9. Cost estimates were prepared utilizing standard off-the-shelf unit-cost guides which can have an accuracy of plus/minus forty-percent.

10. Feasibility of meeting proposed project requested in-service dates was not validated.

11. Renewable integration and operational issues were not considered.

These limitations will affect the scope of facilities, the phasing of the identified facilities, cost, and the viability of the transmission plans identified in this revised conceptual study to be used for the purpose of obtaining adequate transmission bid adders.

Section 5

LOS ANGELES AND KERN COUNTIES SCE CONCEPTUAL TRANSMISSION REQUIREMENTS AND COSTS FOR INTEGRATING WIND RESOURCES

5-1. Introduction

SCE revised its previous conceptual transmission studies to incorporate supplemental information received from various renewable resource developers and the latest information regarding the Antelope Transmission Project (ATP) and the Tehachapi Renewable Transmission Project (TRTP) formulated as part of the CAISO South Regional Transmission Plan. The supplemental information obtained was in response to SCE's request for additional information from potential renewable energy bidders. This information was used in conjunction with current generation projects (both renewable and non-renewable) requesting interconnection via the CAISO interconnection process and with previously identified renewable resource potential in the CEC's Electric Transmission Plan for Renewable Resources in California Report to the Legislature dated December 1, 2003.

This section presents the revised conceptual transmission plan and corresponding transmission cost estimates necessary to accommodate the renewable resources located in Los Angeles and Kern Counties.

5-2. Renewable Resources

The renewable resources identified by the CEC reveal that 285 MW and 100 MW were forecasted in 2005 for Kern and Los Angeles County respectively. An additional 1,410 MW are forecasted by 2008 for Kern County, and an additional 2,365 MW and 315 MW are forecasted by 2017 for Kern and Los Angeles County respectively. These totals are shown below in Table 5-1.

Table 5-1
Renewable Resources Identified by the CEC
CEC's Electric Transmission Plan for Renewable Resources in California
Report to the Legislature dated December 1, 2003

Data Source	Location of Wind Resource	Year			Total
		2005	2008	2017	
CEC Report	Kern County	285	1,410	2,365	4,060
	Los Angeles County	100	0	315	415
	Annual Total	385	1,410	2,680	
	Running Total	385	1,795	4,475	

Currently, there are a total of sixty-two generation interconnection projects totaling 14,696 MW in the CAISO interconnection queue in this area. This includes renewable wind generation projects (5,852 MW), solar projects (3,310 MW), combined wind/solar projects (1,150 MW), solar photovoltaic projects (4,055 MW) and non-renewable gas-fired projects (729 MW). All of these projects in the CAISO interconnection queue require transmission upgrades in this area. These interconnection applications reflect significantly more renewable generation development than was forecast by the CEC in 2003. Since renewable generation applications in the CAISO interconnection queue far exceed the renewable resources identified by the CEC, it was assumed that the CEC forecast potential was a subset of the total interconnection queue. Therefore bid adder analysis was based on queued projects and supplemental information and did not explicitly consider the CEC forecast.

In addition to the queued projects, there was one project identified in the supplemental responses from renewable developers that was in the area of interest but was not currently reflected in the CAISO interconnection queue. This project (400 MW) was considered in addition to the projects currently in the CAISO interconnection queue for development of the conceptual transmission plan for this area. The projects currently in the CAISO queue and the supplemental information obtained are shown in Table 5-2 and Table 5-3. Note that the information in these tables is based on requested in-service dates for projects in the CAISO interconnection queue and may not reflect the latest in-service dates for all projects.

Table 5-2
Supplemental Response from Renewable Resource Developers and
CAISO Interconnection Queue
Based on Location

Location	2008	2009	2010	2011	2012	2013	2014	2015	2016
Whirlwind			737	2029	970	640	70	40	40
Windhub/Highwind		1132	974	1805	330	2445	255	144	175
Other	166	249	175	1480	570	670	0	0	0
Annual Total	166	1381	1886	5314	1870	3755	325	184	215
Running Total	166	1547	3433	8747	10617	14372	14697	14881	15096

Table 5-3
Supplemental Response from Renewable Resource Developers and
CAISO Interconnection Queue
Based on Technology

Technology	2008	2009	2010	2011	2012	2013	2014	2015	2016
PV	7	583	175	1590	900	800			
Solar		330	495	2235		250			
Wind		468	1216	1489	400	1555	325	184	215
Wind/Solar						1150			
Other	159				570				
Annual Total	166	1381	1886	5314	1870	3755	325	184	215
Running Total	166	1547	3433	8747	10617	14372	14697	14881	15096

5-3. Study Assumptions and Study Methodology

Study Assumptions

1. Interconnection Facilities

All the resources identified above are divided into three general areas: 1) resources near Rosamond Avenue and 170th Street West (Whirlwind Substation area), 2) resources in Tehachapi (Windhub and Highwind Substation areas), and 3) resources elsewhere in the Big Creek Corridor. All of these resources impact flows south of Antelope. Since projects proceeding through the CAISO Interconnection process have interconnection priority, the transmission bid adders where developed by assessing the conceptual transmission facilities necessary to integrate these projects first.

It was assumed that all wind generation projects would be interconnected to the SCE system by constructing new gen-tie facilities to one of the three new substations proposed (Windhub, Whirlwind, or Highwind) for which costs were not derived. These new gen-tie facilities would include a new 230 kV transmission line(s) and a new 230/34.5 kV substation site, which is to be owned, operated, and maintained by a wind project developer. The cost for these facilities should be included into the corresponding bids.

Antelope Transmission Project (ATP) facilities already have been approved by the CPUC including the necessary back-stop provision associated with P.U. Code Section 399.25. As for the Tehachapi Renewable Transmission Project (TRTP), SCE has filed a CPCN application on June 29, 2007 seeking CPUC approvals including the necessary P.U. Code Section 399.25 back-stop provision. In addition, FERC has approved 100% abandoned plant recovery (under certain circumstances) for the ATP and TRTP facilities. Consequently, SCE currently anticipates upfront funding the costs of the Reliability Upgrades associated with the TRTP as well as ATP Segment 1, 2, and 3.

ATP and TRTP interconnection facilities deemed to be Location-Constrained Resources Interconnection Facilities (LCRIF) are anticipated to be upfront funded by SCE, with the generators utilizing such facilities paying back a pro-rata share of the revenue requirement on an Added Facilities basis. The associated costs of these LCRIF were not included in this analysis and should therefore be reflected by each developer into the corresponding bids.

Projects that request interconnection to non-CAISO controlled (radial 66-kV or lower) facilities in the area may require subtransmission or distribution system upgrades that are typically the cost responsibility of the developer and not subject to refund. These costs can vary greatly depending on the specific location, size of the project, and subtransmission or distribution system infrastructure in that area. Furthermore, these upgrades are typically very specific to individual generation

projects and do not accommodate large numbers of projects (i.e. the upgrades are typically not common to all projects in any given cluster). As such, the bid adders below are not able to reflect estimated costs of non-network subtransmission or distribution system upgrades. These costs need to be addressed on a project-by-project basis and should be reflected by each developer into the corresponding bids.

2. Network Facilities

Delivery of the energy from Tehachapi will require upgrades to existing network facilities. Generally speaking, the closer the renewable resource is located to the load centers, the lower the number of upgrades to transmission facilities would be required. In the case of the Tehachapi area wind generation, the location of these renewable resources is such that delivery to the utility load centers will necessitate significant network upgrades.

In March 2007, the CPUC issued final decisions on SCE's application for a Certificate of Public Convenience and Necessity (CPCN) for ATP Segment 1 and ATP Segments 2 & 3. Construction of those facilities is currently underway. On June 29, 2007, SCE filed an application for a Certificate of Public Convenience and Necessity (CPCN) with the CPUC for facilities as part of the Tehachapi Renewable Transmission Project (TRTP). TRTP was designed to accommodate approximately 4,500 MW of queued generation, but the amount of generation currently in the CAISO interconnection queue is nearly 15,000 MW. Therefore, significant additional facilities beyond ATP and TRTP will be required to accommodate the generation in the CAISO interconnection queue and the supplemental responses from renewable generation developers in this area.

Study Methodology

Modifications to the previous TRCR were made due to the significant amount of generation projects that have requested interconnection since last year. Based on the size of the interconnection queue, revisions to previous conceptual transmission plans have been made necessary by this recent development of renewable generation and non-renewable development and the order which these requests have been made to the CAISO interconnection queue.

Deliveries to SDG&E were assumed at the existing San Onofre 230-kV substation. It should be noted that such deliveries could necessitate an increase in import capability for SDG&E as well as an increase in transmission capacity to the SDG&E load center. Such increases could be achieved by either upgrading south of San Onofre (Path 44) capability or by developing additional SCE-SDG&E system ties. See SDG&E Conceptual studies for further details.

Deliveries to PG&E were assumed at the existing Midway 500-kV substation assuming the existing Path 26 transmission facilities including a new Tehachapi-Midway 500 kV transmission line that can accommodate such increase in imports into PG&E. It should

be noted that such deliveries could necessitate an increase in transmission capacity to the PG&E load center. Such increases can be achieved by additional Path 15 reinforcements. See PG&E Conceptual studies for further details.

5-4. Description of Transmission Upgrades

The following are descriptions of the transmission upgrade facilities needed to interconnect and deliver generation resources for the renewable resources identified in the Tehachapi area. These facilities include the Antelope Transmission Project (ATP), the Tehachapi Renewable Transmission Project (TRTP) and facilities beyond ATP and TRTP.

Antelope Transmission Project (ATP)

The Antelope Transmission Project (ATP) consists of new transmission between Antelope and Pardee, between Antelope and Vincent, and between Antelope and Tehachapi. The project also includes the addition of two new substations in the TWRA. Applications for Certificates for Public Convenience and Necessity (CPCN) for the Antelope-Pardee 500 kV (Segment 1), Antelope-Vincent 500 kV (Segment 2), and Antelope-Tehachapi (Segment 3) 500 kV transmission lines were submitted to the California Public Utilities Commission (CPUC) on December 9, 2004. A supplemental filing for the Antelope-Vincent 500 kV and Antelope-Tehachapi 500 kV transmission lines was submitted on September 30, 2005. The CPUC has issued approvals for these CPCN applications.

Tehachapi Transmission Project (TRTP)

The Tehachapi Renewable Transmission Project (TRTP) is the plan of service developed to interconnect new planned generation resources in the Tehachapi Wind Resource Area (TWRA). These facilities, needed to interconnect and transmit the electrical power from the new planned generation resources, have been identified through a collaborative planning process held as part of the CAISO South Regional Transmission Plan. SCE filed for a CPCN for this project to the CPUC on June 29, 2007. A description of TRTP Segments 4-11 and the latest status of TRTP licensing can be found on the Transmission Projects section of the SCE website (www.sce.com). Summarized below are the major components of these facilities.

Segment 4

- Two new 230 kilovolt (kV) transmission lines traveling approximately 4 miles over new right-of-way (R-O-W) from the Cottonwind Substation to the proposed new Whirlwind Substation.
- A new 500 kV transmission line, initially energized to 230 kV, traveling approximately 16 miles over expanded R-O-W from the proposed new Whirlwind Substation to the existing Antelope Substation.
- New 500 kV transmission lines to loop existing Midway-Vincent No.3 500 kV line in and out of proposed Whirlwind (part of Segment 9) substation.
- Whirlwind 500/230 kV switchyard equipment required to support loop-in and lines to Cottonwind.

Segment 5

- A rebuild of approximately 18 miles of the existing Antelope – Vincent 230 kV T/L and the existing Antelope – Mesa 230 kV T/L to a second single Antelope-Vincent 500 kV T/L over existing R-O-W between the existing Antelope Substation and the existing Vincent Substation.
- Increase operating voltage of initial Antelope-Vincent 500 kV T/L

Segment 6

- A rebuild of approximately 32 miles of existing 230 kV transmission line to 500 kV standards from existing Vincent Substation to the southern boundary of the Angeles National Forest (ANF). This segment includes the rebuild of approximately 27 miles of the existing Antelope – Mesa 230 kV T/L and approximately 5 miles of the existing Rio Hondo – Vincent 230 kV No. 2 T/L.

Segment 7

- A rebuild of approximately 16 miles of existing 230 kV transmission line to 500 kV standards from the southern boundary of the ANF to the existing Mesa Substation. This segment would replace the existing Antelope – Mesa 230 kV T/L.

Segment 8

- A rebuild of approximately 33 miles of existing 230 kV transmission line to 500 kV standards from a point approximately 2 miles east of the existing Mesa Substation (the "San Gabriel Junction") to the existing Mira Loma Substation. This segment would also include the rebuild of approximately 7 miles of the existing Chino – Mira Loma No. 1 line from single-circuit to double-circuit 230 kV structures.

Segment 9

- Whirlwind Substation, a new 500/230 kV substation located approximately 4 to 5 miles south of the Cottonwind Substation near the intersection of 170th Street and Holiday Avenue in Kern County in the TWRA.
- Upgrade of the existing Antelope, Vincent, Mesa, Gould, and Mira Loma Substations to accommodate new transmission line construction and system compensation elements.

Segment 10

- A new 500 kV transmission line traveling approximately 17 miles over new R-O-W between the Windhub Substation and the proposed new Whirlwind Substation.

Segment 11

- A rebuild of approximately 19 miles of existing 230 kV transmission line to 500 kV standards between the existing Vincent and Gould Substations. This segment would also include the addition of a new 230 kV circuit on the vacant

side of the existing double-circuit structures of the Eagle Rock – Mesa 230 kV T/L between the existing Gould Substation and the existing Mesa Substation.

Upgrades Beyond ATP/TRTP

With all of the ATP and TRTP upgrades in place to accommodate up to 4,500 MW of queued interconnection requests, significant additional upgrades will be required to accommodate the remaining queued projects and the supplemental responses from renewable resource developers. These upgrades include the following:

New Substations

One new 500/230 kV collector substation would be required for connection of additional renewable resources in the Tehachapi area. This substation should include up to four 500/230 kV transformer banks, four breaker-and-a-half 500 kV bus positions, six initial breaker-and-a-half 230 kV bus positions, static voltage support devices, and dynamic voltage support devices (if necessary). Additional equipment will be added as renewable generation develops in the region. Timing of complete build-out will be based on actual renewable generation development.

Upgrade Existing Substations

The existing Mesa 230/66 kV substation will be converted to a 500 kV substation. This upgrade is needed to further increase South of Vincent transfer capability. In addition, additional dynamic reactive support will be needed at Rio Hondo Substation and possibly at the new 500/230 kV collector substation.

New or Upgraded Transmission Lines

In order to integrate renewable generation in this area, additional transmission capacity will be required beyond that identified in ATP and TRTP. The transmission requirements are summarized as follows.

- New 15 to 20 mile (depending on location and route) 500 kV transmission line between the new 500 kV Substation and Windhub Substation.
- Second new 16 mile 500 kV transmission line between Windhub Substation and Whirlwind Substation.
- New 15 mile 500 kV transmission line between Whirlwind Substation and Antelope Substation.
- Two new 500 kV transmission lines between Vincent Substation and Mesa Substation, to the extent possible making use of facilities included in TRTP and relocating a significant amount of existing 66 kV facilities between Vincent and Mesa.
- A second new 500 kV transmission line to increase Vincent/Pardee area export capability. For purposes of this analysis, it is assumed that the line will extend from Windhub Substation east to the North of Lugo area and assumed 50 miles distance.

5-5. Transmission Project Cost Estimates for Bid Evaluation

As discussed in the Assumptions Section above, the renewable resources identified were grouped into four geographic areas. Each of these areas will initially result in the inclusion of different facilities for evaluating a transmission bid adder. As the plan of service is completed, however, the bulk of the facilities will be common to all areas. As a result, the same bid adder should be used for all bids in these four clusters. Based on planning level cost estimates for transmission upgrades identified, this bid adder is derived by taking the total project cost for ATP, TRTP and new upgrades identified above and spreading the cost throughout the total generation in the area. The assumptions made with regard to capacity factor are as follows:

- 35 percent for wind generation
- 25 percent for solar generation
- 25 percent for PV generation
- 50 percent for non-renewable
- 85 percent for geothermal

Since non-renewable resources are intermingled with renewable resources in the CAISO interconnection queue, they would share in the use of transmission network upgrades. Therefore, it is only proper to account for non-renewable energy production in developing the proper bid adder because it would result in lowering the corresponding bid adder for renewable resources. Based on the above capacity factors, the total energy production anticipated from all 15,098 MW of generation projects (queued and supplemental responses) is estimated to be 40,291 GWH.

Assuming SCE provides upfront financing for ATP and TRTP, the total capital cost of all of the remaining upgrades is approximately $1.3 billion, with an estimated carrying charge of approximately $208 million. The bid adder is derived by taking the total estimated project costs for the above upgrades and spreading the cost throughout the total generation in the area that would require these facilities. Based on the estimated capital costs of these facilities and the estimated energy production of queued generation projects, the bid adder for projects is approximately 0.52 cents per KWH.

If the cost of ATP and TRTP are included, the total capital cost of all of the upgrades identified is approximately $3.4 billion, with an estimated carrying charge of approximately $544 million. The bid adder is derived by taking the total estimated project costs for the above upgrades and spreading the cost throughout the total generation in the area that would require these facilities. Based on the estimated capital costs of these facilities and the estimated energy production of queued generation projects, the bid adder for projects is approximately 1.35 cents per KWH.

Section 6

INYO, MONO AND SAN BERNARDINO COUNTIES SCE CONCEPTUAL TRANSMISSION REQUIREMENTS AND COSTS FOR INTEGRATING WIND AND GEOTHERMAL RESOURCES

6-1. Introduction

SCE revised its previous conceptual transmission studies to incorporate supplemental information received from various renewable resource developers. The supplemental information obtained was in response to SCE's request for additional information from potential renewable energy bidders. This information was used in conjunction with current generation projects (both renewable and non-renewable) requesting interconnection via the CAISO interconnection process and with previously identified renewable resource potential in the CEC's Electric Transmission Plan for Renewable Resources in California Report to the Legislature dated December 1, 2003.

This section presents the revised conceptual transmission plan and corresponding transmission cost estimates necessary to accommodate the renewable resources located in Mono and San Bernardino Counties.

6-2. Renewable Resources

The renewable resources identified by the CEC show that 50 MW were forecasted in 2005 (wind in San Bernardino County), an additional 90 MW are forecasted by 2008 (50 MW of geothermal in Mono County and 40 MW of wind in San Bernardino County), and an additional 820 MW are forecasted by 2017 (30 MW of wind and 300 MW of geothermal in Mono County, and 310 MW of wind and 180 MW of solar in San Bernardino County). These totals are shown below in Table 6-1.

Table 6-1
Renewable Resources Identified by the CEC
CEC's Electric Transmission Plan for Renewable Resources in California
Report to the Legislature dated December 1, 2003

Data Source	Type of Generation	Year			Total
		2005	2008	2017	
CEC Report	Geothermal		50	300	350
	Solar			180	180
	Wind	50	40	340	430
	Annual Total	50	90	820	
	Running Total	50	140	960	

Currently there are a total of 27,439 MW in the CAISO interconnection queue. This includes renewable wind generation projects (5,209 MW), geothermal projects (552 MW), solar projects (18,931 MW), solar photovoltaic projects (1,543 MW), and non-renewable gas-fired projects (1,204 MW). These interconnection applications reflect significantly more renewable generation development than was forecast by the CEC in 2003. Since renewable generation applications in the CAISO interconnection queue far exceed the renewable resources identified by the CEC, it was assumed that the CEC forecast potential was a subset of the total interconnection queue. Therefore bid adder analysis was based on queued projects and supplemental information and did not explicitly consider the CEC forecast.

In addition to the queued projects, there were a total of twelve projects identified in supplemental responses from renewable developers. Of these twelve projects, seven of them are already reflected in the CAISO interconnection queue. Of the remaining five projects, one project (35 MW) was specifically included in the bid adder analysis in these clusters. The projects currently in the CAISO queue and the supplemental information obtained are shown in Table 6-2 and Table 6-3. Note that the information in these tables is based on requested in-service dates for projects in the CAISO interconnection queue and may not reflect the latest in-service dates for all projects.

Table 6-2
Supplemental Response from Renewable Resources Developers and
CAISO Interconnection Queue
Based on Location

Location	2008	2009	2010	2011	2012	2013	2014	2015	2016
Control	72			185	210	105			
Inyokern		50	990	465					
Kramer		980	30			200	500		
Victor		160	871	215	160				
Coolwater		293	180	865		676			
Pisgah		850	1744	1530	1512	2550	800	750	
Mountain Pass			514		263	670	230	250	
El Dorado/Mohave	600	635	300	3474		725	1500		
Desert View/Lugo	470			400	500				
Annual Total	1142	2968	4629	7134	2645	4926	3030	1000	0
Running Total	1142	4110	8739	15873	18518	23444	26474	27474	27474

Table 6-3
Supplemental Response from Renewable Resources Developers and
CAISO Interconnection Queue
Based on Technology

Technology	2008	2009	2010	2011	2012	2013	2014	2015	2016
Geothermal	72			200	210	105			
PV		302	521	280	160	280			
Solar	600	1615	2309	2770	2212	1395	3030	1000	
Solar-Other		850		1750		1400			
Wind	470	201	1229	1500	63	1746			
Other			570	634					
Annual Total	1142	2968	4629	7134	2645	4926	3030	1000	0
Running Total	1142	4110	8739	15873	18518	23444	26474	27474	27474

6-3. Study Assumptions and Study Methodology

Study Assumptions

1. Interconnection Facilities

The resources shown above in Table 6-2 were divided into nine geographic clusters labeled Clusters 2 through 10. Clusters 2, 3 and 4 consist of generation located in the Pisgah, El Dorado/Mohave and Mountain Pass areas. Cluster 5 consists of generation located in the Desert View area. Cluster 6 consists of generation located in the Coolwater area. Clusters 7 and 8 consist of generation located in the Victor and Kramer areas respectively. Cluster 9 consists of generation located in the Inyokern area. The last cluster, Cluster 10, consists of generation located in the Control area.

It was assumed that generation in Cluster 2 would be interconnected to the existing Pisgah 230-kV substation by generator owned facilities (i.e. gen-ties) for which costs should be included into the bid. It was also assumed that generation in Cluster 3 would interconnect to facilities that ultimately deliver the corresponding generation output to either the El Dorado or Mohave switchyards. Such deliveries can be made by directly connecting the projects to these substation sites with generator owned facilities (i.e. gen-ties), for which costs should be included into the bid, or by scheduling from Arizona, Nevada, and Wyoming to these two locations. It was assumed that generation in Cluster 4 would be interconnected to a new collector substation by generator owned facilities (i.e. gen-ties) for which costs should be included into the bid.

It was assumed that generation in Cluster 5 would be interconnected to a new collector substation by generator owned facilities (i.e. gen-ties) for which costs should be included into the bid.

It was assumed that generation in Cluster 6 would be interconnected to the existing (expanded) Coolwater 230-kV Substation by generator owned facilities (i.e. gen-ties) for which costs should be included into the bid.

It was assumed that the generation resources in Cluster 7 would be connected to the existing Victor 230 kV substation by generator owned facilities (i.e. gen-ties) for which costs should be included into the bid. Likewise, it was assumed that the generation resources in Cluster 8 would be connected to the existing Kramer 230 kV substation by generator owned facilities (i.e. gen-ties) for which costs should be included into the bid.

It was assumed that the generation in Cluster 9 would be connected to a new proposed Inyokern 230 kV substation by generator owned facilities (i.e. gen-ties) for which costs should be included into the bid.

It was assumed that the generation in Cluster 10 (near the California-Nevada border) would be connected to Control by generator owned facilities (i.e. gen-ties) for which costs should be included into the bid.

Projects that request interconnection to non-CAISO controlled (radial 115-kV or lower) facilities in the area may require subtransmission or distribution system upgrades that are typically the cost responsibility of the developer and not subject to refund. These costs can vary greatly depending on the specific location, size of the project, and subtransmission or distribution system infrastructure in that area. Furthermore, these upgrades are typically very specific to individual generation projects, do not accommodate large numbers of projects (i.e. the upgrades are typically not common to all projects in any given cluster), and may require significant capital investment to construct. The bid adders in this report are not able to reflect estimated costs of non-network subtransmission or distribution system upgrades. These costs need to be addressed on a project-by-project basis for any project requesting interconnection at 115-kV or lower voltages, and such costs should be reflected by each developer into the corresponding bids.

2. Network Facilities

Delivery of the energy from the nine clusters shown above in Table 6-3 would require significant upgrades to existing network facilities. Generally speaking, the closer the renewable resource is located to the Lugo substation, the lower the number of upgrades to transmission facilities would be required. Once the power is delivered to Lugo, additional upgrades will be needed to deliver the generation resources to the corresponding load pockets. Similar to the Tehachapi plan of service, upgrades south of Vincent will be needed to off-load the currently constraint south of Lugo path (Lugo to Mira Loma). SCE has identified a project (Mira Loma-Vincent 500 transmission line) to increase south of Lugo capability which is needed to serve load by 2011. This project is expected to allow for an additional 1,000 MW of deliveries south of Lugo. Since the project is needed for service to load, no bid adder will be assigned for this project.

Beyond 1,000 MW, additional upgrades will be needed to further increase north to south system capability. Based on the Tehachapi Plan of Service, the upgrades that would benefit the north of Lugo area are the same as the additional south of Vincent upgrades which include new lines from Vincent to Mesa, a new line from the Tehachapi area to the North of Lugo area, and the installation of voltage support devices. These new transmission lines, including the new Mira Loma-Vincent 500 kV, are expected to allow for an additional delivery from the north to the south of to accommodate the identified generation in this area. As such, bid adders for these lines will be included for delivery north of Lugo area resources.

Study Methodology

Modifications to the previous conceptual plans were extensive in the north of Lugo area due to significant size of the CAISO interconnection queue, which consists primarily but

not exclusively of eligible renewable generation projects. Bid adders are derived by taking the total project cost for identified transmission system upgrades and spreading the cost for each element or upgraded facility among the projects in the cluster(s) that require those upgrades. The assumptions made with regard to capacity factor are as follows:

- 35 percent for wind generation
- 25 percent for solar generation
- 25 percent for PV generation
- 50 percent for non-renewable
- 20 percent for pump-storage
- 85 percent for geothermal

Deliveries to SDG&E were assumed at the existing San Onofre 230-kV substation. It should be noted that such deliveries could necessitate an increase in import capability for SDG&E as well as an increase in transmission capacity to the SDG&E load center. Such increases could be achieved by upgrading south of San Onofre (Path 44) capability or by developing additional SCE-SDG&E system ties. See SDG&E Conceptual studies for further details.

Deliveries to PG&E were assumed at the existing Midway 500-kV substation assuming the existing Path 26 transmission facilities including a new Tehachapi-Midway 500 kV transmission line that can accommodate such increase in imports into PG&E. It should be noted that such deliveries could necessitate an increase in transmission capacity to the PG&E load center. Such increases can be achieved by additional Path 15 reinforcements. See PG&E Conceptual studies for further details.

6-4. Description of Transmission Upgrades

The following are the description of the transmission upgrade facilities necessary to interconnect and deliver generation resources in each of the clusters for San Bernardino and Mono Counties.

Upgrade Existing Substations

The following substations will be expanded to accommodate upgrades to existing transmission lines or the termination of new transmission or substation equipment.

- The Inyokern Substation will need to be expanded to 230 kV.
- Both Kramer and Pisgah Substations will need to be expanded to 500 kV.
- The existing Lugo Substation will require expansion to accommodate additional 500/230 kV transformer capacity.
- The existing Coolwater 230-kV Substation will require expansion to allow it to serve as a new collector substation in the area.

New Substations

In order to fully integrate the total renewable generation identified in this area, the following new substations will be required.

- A new 500 collector substation would be needed between the existing Lugo and Pisgah substations
- A new 230 kV collector substation would be needed between Mountain Pass and Eldorado.
- A new 500 kV collector substation would be needed in the Eldorado/Mohave area
- Two new HVDC converter stations to support area export

New or Upgraded Transmission Lines:

In order to fully integrate the total queued generation project in this area, significant additional transmission capacity will be required. This will involve the construction of new facilities and/or the replacement of existing lower capacity transmission with higher capacity transmission. The transmission requirements are summarized as follows:

- Approximately 1175 miles of new 500-kV transmission lines connecting the 500 kV substations including Lugo, Kramer, Pisgah, Eldorado and the new 500/230 kV transmission substations.
- Approximately 625 miles of new or rebuilt 230-kV transmission lines
- Approximately 100 miles of new HVDC line to support area export
- Approximately 35 miles of new or rebuilt 115-kV transmission lines

6-5. Transmission Project Cost Estimates for Bid Evaluation

Facilities for Cluster 2 (Pisgah)

Cluster 2 Level 1: 0 MW

Level 1 represents the available capacity on the existing system without any upgrades.

Cluster 2 Level 2: Up to 9,736 MW

Level 2 represents the available capacity after the inclusion of upgrades to accommodate projects currently in the CAISO interconnection queue. The upgrades consist of the following:

- Upgrade Pisgah Substation to 500-kV
- Remove existing Lugo-Pisgah 230-kV and replace with 500 kV
- Loop existing Eldorado-Lugo 500-kV into Pisgah
- Loop existing Lugo-Mohave 500-kV into Pisgah
- Construct new 500-kV line from new sub east of Lugo to Pisgah
- Construct new 500-kV line from new sub east of Lugo to Kramer
- Loop Lugo-Pisgah 500-kV line into new substation
- Upgrade Kramer Substation to 500-kV
- Construct new 500-kV line from Kramer to North of Vincent area
- Construct new HVDC line to support area export from North of Lugo/East of Lugo area to LA Basin area
- Construct new Vincent-Mesa 500-kV lines and upgrade Mesa to 500-kV

The estimated capital cost of these upgrades is $3.6 billion, with an estimated annual carrying charge of $571 million. The bid adder is derived by taking the total estimated project costs for the above upgrades and spreading the cost throughout the total generation in the area that would require these facilities (including generation in other clusters that also require these facilities). Based on the estimated capital costs of these facilities and the estimated energy production of queued generation projects, the bid adder for this cluster is approximately 1.05 cents per KWH.

Note that this area is outside of the area defined by current SCIT operating procedure; therefore even with the upgrades, Southern California area import limits for system stability may result in curtailment of renewable resources in this cluster even with the upgrades identified.

Facilities for Cluster 3 (El Dorado/Mohave)

Cluster 3 Level 1: 0 MW

Level 1 represents the available capacity on the existing system without any upgrades.

Cluster 3 Level 2: Up to 7,234 MW

Level 2 represents the available capacity after the inclusion of upgrades to accommodate projects currently in the CAISO interconnection queue. The upgrades include the upgrades identified for Cluster 2, level 2 plus the following:

- Additional 500-kV Eldorado-Pisgah lines for Eldoraro area import

The estimated capital cost of these upgrades is $3.6 billion, with an estimated annual carrying charge of $571 million. The bid adder for this cluster is derived by taking the total estimated project costs for the above upgrades and spreading the cost throughout the total generation in the area that would require these facilities (including generation in other clusters that also require these facilities). Based on the estimated capital costs of these facilities and the estimated energy production of queued generation projects, the bid adder for this cluster is approximately 0.95 cents per KWH.

Note that this area is outside of the area defined by current SCIT operating procedure; therefore even with the upgrades, Southern California area import limits for system stability may result in curtailment of renewable resources in this cluster even with the upgrades identified.

Facilities for Cluster 4 (Mountain Pass)

Cluster 4 Level 1: 0 MW

Level 1 represents the available capacity on the existing system without any upgrades.

Cluster 4 Level 2: Up to 1,927 MW

Level 2 represents the available capacity after the inclusion of upgrades to accommodate projects currently in the CAISO interconnection queue. In addition to the upgrades listed in Clusters 2 and 3 above, the additional upgrades required include the following:

- New 230/115 kV collector substation west of Eldorado
- Construct new double circuit 230-kV line between the new substation and the existing Eldorado 230-kV Substation

The estimated capital cost of all these upgrades is $3.7 billion, with an estimated annual carrying charge of $594 million. The bid adder for this cluster is derived by taking the total estimated project costs for the above upgrades and spreading the cost throughout the total generation in the area that would require these facilities (including generation in other clusters that also require these facilities). Based on the estimated capital costs of these facilities and the estimated energy production of queued generation projects, the bid adder for this cluster is approximately 1.66 cents per KWH.

Note that this area is outside of the area defined by current SCIT operating procedure; therefore even with the upgrades, Southern California area import limits for system stability may result in curtailment of renewable resources in this cluster even with the upgrades identified.

Facilities for Cluster 5 (Lugo/Desert View)

Cluster 5 Level 1: 0 MW

Level 1 represents the available capacity on the existing system without any upgrades.

Cluster 5 Level 2: Up to 1,370 MW

Level 2 represents the available capacity after the inclusion of upgrades to accommodate projects currently in the CAISO interconnection queue. These upgrades, a subset of the upgrades identified for Cluster 2, level 2 above, include the following:

- Construct new 500-kV line from new sub to Pisgah
- Construct new 500-kV line from new sub to Kramer
- Loop existing Lugo-Pisgah 500-kV line into new substation
- Upgrade Kramer Substation to 500-kV
- Construct new 500-kV line from Kramer to North of Vincent area
- Construct new HVDC line to support area export from North of Lugo/East of Lugo area to LA Basin area
- Construct new Vincent-Mesa 500-kV lines and upgrade Mesa to 500-kV

The estimated capital cost of all these upgrades is $2.7 billion, with an estimated annual carrying charge of $432 million. The bid adder is derived by taking the total estimated project costs for the above upgrades and spreading the cost throughout the total generation in the area that would require these facilities (including generation in other clusters that also require these facilities). Based on the estimated capital costs of these facilities and the estimated energy production of queued generation projects, the bid adder for this cluster is approximately 0.70 cents per KWH.

Note that this area is outside of the area defined by current SCIT operating procedure; therefore even with the upgrades, Southern California area import limits for system stability may result in curtailment of renewable resources in this cluster even with the upgrades identified.

There were two extremely large identified projects (5,000 MW total) in supplemental information provided by developers that identified Lugo substation as the point of interconnection. These projects are not included in the MW total above, in part due to the assumption that a significant amount of queued generation in this area will withdraw from the queue through the ongoing CAISO GIPR process. Therefore, it is assumed that the adder of 0.70 cents per KWH is applicable for these two projects as well.

Facilities for Cluster 6 (Coolwater)

Cluster 6 Level 1: 0 MW

Level 1 represents the available capacity on the existing system without any upgrades

Cluster 6 Level 2: Up to 2,014 MW

Level 2 represents the available capacity after the inclusion of upgrades to accommodate projects currently in the CAISO interconnection queue. These upgrades include the following:

- Construct new 230-kV line between Coolwater and new sub east of Lugo
- Tear-down and rebuild 230-kV lines between Coolwater and Kramer
- Expand Coolwater 230-kV as a new 230-kV collector substation
- Upgrade Kramer Substation to 500-kV
- Construct new 500-kV line from Kramer to North of Vincent area
- Construct new HVDC line to support area export from North of Lugo/East of Lugo area to LA Basin area
- Construct new Vincent-Mesa 500-kV lines and upgrade Mesa to 500-kV

The estimated capital cost of these upgrades is $2.2 billion, with an estimated annual carrying charge of $344 million. The bid adder is derived by taking the total estimated project costs for the above upgrades and spreading the cost throughout the total generation in the area that would require these facilities (including generation in other clusters that also require these facilities). Based on the estimated capital costs of these facilities and the estimated energy production of queued generation projects, the bid adder for this cluster is approximately 0.90 cents per KWH.

Note that this area is outside of the area defined by current SCIT operating procedure; therefore even with the upgrades, Southern California area import limits for system stability may result in curtailment of renewable resources in this cluster even with the upgrades identified.

Facilities for Cluster 7 (Victor Area)

Cluster 7 Level 1: 0 MW

Level 1 represents the available capacity on the existing system without any upgrades

Cluster 7 Level 2: Up to 1,406 MW

Level 2 represents the available capacity after the inclusion of upgrades to accommodate projects currently in the CAISO interconnection queue. These upgrades include the following:

- Construct new 230-kV line between Victor and Lugo
- Increase Lugo Substation AA-bank capacity
- Tear-down-and-rebuild existing Kramer-Lugo 230-kV
- Upgrade Kramer Substation to 500-kV
- Construct new 500-kV line from Kramer to North of Vincent area
- Construct new HVDC line to support area export from North of Lugo/East of Lugo area to LA Basin area
- Construct new Vincent-Mesa 500-kV lines and upgrade Mesa to 500-kV

The estimated capital cost of these upgrades is $2.1 billion, with an estimated annual carrying charge of $341 million. The bid adder is derived by taking the total estimated project costs for the above upgrades and spreading the cost throughout the total generation in the area that would require these facilities (including generation in other clusters that also require these facilities). Based on the estimated capital costs of these facilities and the estimated energy production of queued generation projects, the bid adder for this cluster is approximately 0.80 cents per KWH.

Note that this area is outside of the area defined by current SCIT operating procedure; therefore even with the upgrades, Southern California area import limits for system stability may result in curtailment of renewable resources in this cluster even with the upgrades identified.

Facilities for Cluster 8 (Kramer Area)

Cluster 8 Level 1: 0 MW

Level 1 represents the available capacity on the existing system without any upgrades

Cluster 8 Level 2: Up to 1,710 MW

Level 2 represents the available capacity after the inclusion of upgrades to accommodate projects currently in the CAISO interconnection queue. These upgrades include the following:

- Increase Lugo Substation AA-bank capacity
- Tear-down-and-rebuild existing Kramer-Lugo 230-kV
- Upgrade Kramer Substation to 500-kV
- Construct new 500-kV line from Kramer to North of Vincent area
- Construct new HVDC line to support area export from North of Lugo/East of Lugo area to LA Basin area
- Construct new Vincent-Mesa 500-kV line and upgrade Mesa to 500-kV

The estimated capital cost of these upgrades is $2.1 billion, with an estimated annual carrying charge of $336 million. The bid adder is derived by taking the total estimated project costs for the above upgrades and spreading the cost throughout the total generation in the area that would require these facilities (including generation in other clusters that also require these facilities). Based on the estimated capital costs of these facilities and the estimated energy production of queued generation projects, the bid adder for this cluster is approximately 0.96 cents per KWH.

There were two extremely large identified projects (1,800 MW total) in supplemental information provided by developers that identified this area as the point of interconnection. These projects are not included in the MW total above, in part due to the assumption that a significant amount of queued generation in this area will withdraw from the queue through the ongoing CAISO GIPR process. Therefore, it is assumed that the adder of 0.96 cents per KWH is applicable for these two projects as well.

Note that this area is outside of the area defined by current SCIT operating procedure; therefore even with the upgrades, Southern California area import limits for system stability may result in curtailment of renewable resources in this cluster even with the upgrades identified.

Facilities for Cluster 9 (Inyokern)

Cluster 9 Level 1: 0 MW

Level 1 represents the available capacity on the existing system without any upgrades

Cluster 9 Level 2: Up to 1,505 MW

Level 2 represents the available capacity after the inclusion of upgrades to accommodate projects currently in the CAISO interconnection queue. These upgrades include the following:

- Construct new 230-kV between Inyokern and Kramer
- Upgrade Inyokern Substation to 230-kV
- Upgrade Kramer Substation to 500-kV
- Tear-down-and-rebuild existing Kramer-Lugo 230-kV
- Construct new 500-kV line from Kramer to North of Vincent area
- Construct new HVDC line to support area export from North of Lugo/East of Lugo area to LA Basin area
- Construct new Vincent-Mesa 500-kV line and upgrade Mesa to 500-kV

The estimated capital cost of these upgrades is $2.3 billion, with an estimated annual carrying charge of $360 million. The bid adder is derived by taking the total estimated project costs for the above upgrades and spreading the cost throughout the total generation in the area that would require these facilities (including generation in other clusters that also require these facilities). Based on the estimated capital costs of these facilities and the estimated energy production of queued generation projects, the bid adder for this cluster is approximately 1.64 cents per KWH.

Note that this area is outside of the area defined by current SCIT operating procedure; therefore even with the upgrades, Southern California area import limits for system stability may result in curtailment of renewable resources in this cluster even with the upgrades identified.

Facilities for Cluster 10 (California/Nevada Border)

Cluster 10 Level 1: 0 MW

Level 1 represents the available capacity on the existing system without any upgrades

Cluster 10 Level 2: Up to 572 MW

Level 2 represents the available capacity after the inclusion of upgrades to accommodate projects currently in the CAISO interconnection queue. These upgrades include the facilities identified for Cluster 9, Level 2 plus the following:

- Construct new 230-kV between Control and Inyokern

The estimated capital cost of these upgrades is $2.6 billion, with an estimated annual carrying charge of $414 million. The bid adder is derived by taking the total estimated project costs for the above upgrades and spreading the cost throughout the total generation in the area that would require these facilities (including generation in other clusters that also require these facilities). Based on the estimated capital costs of these facilities and the estimated energy production of queued generation projects, the bid adder for this cluster is approximately 1.87 cents per KWH.

The total MW capacity in this cluster (572 MW) consists of 537 MW of queued generation and one renewable project that was identified in this area (35 MW) in supplemental information provided by renewable developers.

Note that this area is outside of the area defined by current SCIT operating procedure; therefore even with the upgrades, Southern California area import limits for system stability may result in curtailment of renewable resources in this cluster even with the upgrades identified.

Section 7

IMPERIAL AND RIVERSIDE COUNTIES SCE CONCEPTUAL TRANSMISSION REQUIREMENTS AND COSTS FOR INTEGRATING WIND AND GEOTHERMAL RESOURCES

7-1. Introduction

SCE revised its previous conceptual transmission studies to incorporate supplemental information received from various renewable resource developers and to incorporate the latest Tehachapi Transmission Plan formulated as part of the CSRTP. The supplemental information obtained was in response to SCE's request for additional information from potential renewable energy bidders. This information was used in conjunction with current generation projects (both renewable and non-renewable) requesting interconnection via the CAISO interconnection process and with previously identified renewable resource potential in the CEC's Electric Transmission Plan for Renewable Resources in California Report to the Legislature dated December 1, 2003.

This Section presents the revised conceptual transmission plan and corresponding transmission cost estimates necessary to accommodate the renewable resources located in Imperial and Riverside Counties.

7-2. Renewable Resources

The renewable resources identified by the CEC for Imperial and Riverside Counties show that 320 MW are forecast for 2005 (200 MW of wind and 120 MW of geothermal), an additional 250 MW are forecast by 2008 (190 MW of wind and 60 MW of geothermal), and an additional 410 MW are forecast by 2017 (140 MW of wind, 190 MW of geothermal, and 80 MW of Biomass). These totals are shown below in Table 7-1.

Table 7-1
Renewable Resources Identified by the CEC
CEC's Electric Transmission Plan for Renewable Resources in California
Report to the Legislature dated December 1, 2003

Data Source	Type of Generation	Year			
		2005	2008	2017	Remaining Potential[3]
CEC Report	Geothermal	120	60	190	1,580
	Biomass	0		80	
	Wind	200	190	140	1,300

Currently there are a total of 14,945 MW in the CAISO interconnection queue. This includes renewable wind generation projects (945 MW), solar projects (6,010 MW), solar photovoltaic projects (4,330 MW), geothermal projects (300 MW), and non-renewable gas-fired projects (3,360 MW). These interconnection applications reflect significantly more renewable generation development than was forecast by the CEC in 2003. Since renewable generation applications in the CAISO interconnection queue far exceed the renewable resources identified by the CEC, it was assumed that the CEC forecast potential was a subset of the total interconnection queue. Therefore bid adder analysis was based on queued projects and supplemental information and did not explicitly consider the CEC forecast.

In addition to the queued projects, there were a total of thirteen supplemental responses from renewable developers identifying this area as an area of interest. Of these responses, eleven of them are either existing projects or projects in the CAISO interconnection queue. The remaining two projects are projects off-system (150 MW geothermal in IID). The projects currently in the CAISO queue and the supplemental information obtained are shown in Table 7-2 and Table 7-3. Note that the information in these tables is based on requested in-service dates for projects in the CAISO interconnection queue and may not reflect the latest in-service dates for all projects.

[3] Remaining potential was obtained from conceptual report titled SCE Renewable Conceptual Transmission Plan dated August 29, 2003 adjusted based on revised CEC resources identified from 2005 to 2017.

Table 7-2
Supplemental Response from Renewable Resources Developers and
CAISO Interconnection Queue
Based on Location

Location	2008	2009	2010	2011	2012	2013	2014	2015	2016
Devers	908	111	778		2000				
Midpoint			700	1520	1600	2800	250		
Eagle Mountian/Julian Hinds	150	600	1048	1680	250	250			
IID	300	50			100				
Annual Total	1358	711	2526	3200	3850	3050	250	0	0
Running Total	1358	2119	4645	7845	11795	14845	15095	15095	15095

Table 7-3
Supplemental Response from Renewable Resources Developers and
CAISO Interconnection Queue
Based on Technology

Technology	2008	2009	2010	2011	2012	2013	2014	2015	2016
Geothermal	300	50			100				
PV	150	400	1180	600	2000				
Solar		200	300	1910	1850	1750			
Wind	58	111	526				250		
Other	850		520	690		1300			
Annual Total	1358	711	2526	3200	3850	3050	250	0	0
Running Total	1358	2119	4645	7845	11795	14845	15095	15095	15095

7-3. Existing System Conditions and Currently Proposed Projects

The revised conceptual studies were performed for adding additional renewable resources to the existing system and taking into consideration currently proposed projects. The following is a brief discussion of the existing system conditions and currently proposed projects:

Existing System

The existing SCE transmission system in the vicinity of the renewable generation development in Imperial and Riverside Counties includes 500-kV, 230-kV, and 115-kV transmission facilities. A major 500-kV system tie between Arizona and California is used to import power from the Palo Verde area. The IID 230-kV system is connected to SCE's Devers and Mirage 230-kV substations by the Coachella-Devers and Coachella-Mirage 230-kV lines which form Transmission Path 42. This path is currently used to import power from existing Qualifying Facilities (geothermal resources) located in Imperial County and is rated at 600 MW. In addition, the Devers-Mirage 115-kV subtransmission system is currently operated in parallel with the bulk power transmission system and contains a total of 728 MW of wind generation and 135 MW of gas-fired generation. All resources delivered to the Devers area is ultimately transmitted to the SCE load centers by four 230-kV transmission lines (commonly referred to as West-of-Devers) and one 500-kV transmission line (Devers-Valley No. 1 500-kV).

Currently Proposed Projects

1. Devers-Palo Verde No.2 500-kV Line

   The Devers-Palo Verde No.2 500-kV line (looped through Harquahala and Hassyampa generating stations) is currently proposed and under evaluation to further increase the total East of River flow by 1,200 MW. This project consists of constructing a new 500-kV transmission line from Devers to Harquahala, constructing a second 500-kV line from Devers to Valley, and installing additional Static VAR Compensators within SCE's system.

2. West of Devers (WOD) Upgrades

   The project was proposed to mitigate identified thermal overloads under severe local system conditions. The project proposal is to upgrade the four 230-kV lines west of Devers Substation to increase the transfer capacity from Devers westbound.

3. Devers-Mirage 115-kV System Split

   As discussed above, the existing Devers-Mirage 115-kV system is currently operated in parallel with the Bulk Power network. There is a project in place which calls for splitting the system as a result of thermal overloads associated

with load growth. This project would result in the formation of two radial 115-kV networks.

4. Midpoint Substation

Midpoint Substation is a proposed 500-kV switching station near the vicinity of the California-Arizona border and the existing Devers-Palo Verde 500-kV line. Midpoint Substation had been proposed as a substation to be used as a collector station for queued generation projects, including renewables, in this geographic area.

7-4. Study Assumptions and Study Methodology

Study Assumptions

1. Interconnection Facilities

The resources shown above in Table 7-3 were divided into four clusters. The first cluster consists of wind, solar, PV, hydro pump-storage, and non-renewable gas-fired generation near the California-Arizona border near Midpoint Substation. The second cluster consists of solar, PV and wind generation in the Eagle Mountain/Julian Hinds area. The third cluster consists of wind, PV and non-renewable gas-fired generation in the vicinity of Devers Substation. The fourth cluster consists of geothermal generation in Imperial County.

It was assumed that generation in Clusters 11 and 13 would be interconnected to Midpoint Substation or Devers Substation (respectively) by radial 230-kV or 500-kV gen-tie facilities, the costs of which should be included in the respective bids. For Cluster 12, it was assumed that generation would connect to a new collector substation by new 230-kV gen-tie facilities, the cost of which should be included in the respective bids. For Cluster 14, projects that are connected to the IID system are assumed to deliver to the CAISO system via (expanded) Path 42.

Projects that request interconnection to non-CAISO controlled (radial 115-kV or lower) facilities in the area may require subtransmission or distribution system upgrades that are typically the cost responsibility of the developer and not subject to refund. These costs can vary greatly depending on the specific location, size of the project, and subtransmission or distribution system infrastructure in that area. Furthermore, these upgrades are typically very specific to individual generation projects, do not accommodate large numbers of projects (i.e. the upgrades are typically not common to all projects in any given cluster), and may require significant capital investment to construct. The bid adders in this report are not able to reflect estimated costs of non-network subtransmission or distribution system upgrades. These costs need to be addressed on a project-by-project basis for any project requesting interconnection at 115-kV or lower voltages, and such costs should be reflected by each developer into the corresponding bids.

2. Network Facilities

Delivery of the four clusters discussed above would require upgrades to existing network facilities.

As discussed above, two existing 230-kV transmission lines interconnect geothermal generation located in Imperial Irrigation District's (IID) service territory. These lines (Path 42) are currently used to schedule an existing 472 MW of geothermal under SCE contract to the SCE load center. Since the path is rated at 600 MW, it was assumed that the remaining capacity could only be used to interconnect up to 128 MW of additional geothermal resources. Since the

existing and anticipated generation development in IID is primarily renewable, scheduling renewable resources against other renewable resources due to Path 42 constraints is counterproductive for meeting RPS goals. Therefore it is assumed that an expansion of Path 42 capability will be required for renewable generation resources located in IID to deliver to CAISO system via Path 42.

Upgrades on the four West of Devers transmission lines are assumed required for renewable generation development in clusters 11 through 14.

Study Methodology

Modifications to the previous conceptual plans were extensive in the Eastern area due to significant size of the CAISO interconnection queue, which consists primarily but not exclusively of eligible renewable generation projects. Bid adders are derived by taking the total project cost for identified transmission system upgrades and spreading the cost for each element or upgraded facility among the projects in the cluster(s) that require those upgrades. The assumptions made with regard to capacity factor are as follows:

- 35 percent for wind generation
- 25 percent for solar generation
- 25 percent for PV generation
- 50 percent for non-renewable
- 20 percent for pump-storage
- 85 percent for geothermal

Deliveries to SDG&E were assumed to be made to the existing San Onofre 230-kV substation. It should be noted that such deliveries may necessitate an increase in import capability for SDG&E as well as an increase in transmission capacity to the SDG&E load center. Such increases can be achieved by either upgrading South of San Onofre (Path 44) or developing additional SCE-SDG&E system ties. See SDG&E Conceptual studies for further details.

Deliveries to PG&E were assumed to be made to the existing Midway 500-kV substation assuming the existing Path 26 transmission facilities can accommodate such increase in imports into PG&E. It should be noted that such deliveries may necessitate an increase in South-North Path 26 capability as well as an increase in transmission capacity to the PG&E load center. Such increases can be achieved by further upgrades to the existing Path 26 transmission facilities or construction of a fourth Midway-Vincent 500-kV transmission line. See PG&E Conceptual studies for further details.

7-5. Transmission Project Cost Estimates for Bid Evaluation

Facilities for Cluster 11 (Midpoint)

Cluster 11 Level 1: 0 MW

Level 1 represents the available capacity on the existing system without any upgrades.

Cluster 11 Level 2: Up to 6,870 MW

Level 2 represents the available capacity after the inclusion of upgrades to accommodate projects currently in the CAISO interconnection queue. The upgrades consist of the following:

- New Midpoint 500/230-kV Substation
- New 500-kV Substation east of Devers ("Desert Center")
- Construction of new 500-kV line from Midpoint Substation to new 500-kV substation east of Devers
- New Desert Center-Valley 500-kV line
- New Serrano-Valley 500-kV line
- West of Devers 230-kV upgrades
- New 500-kV line for area export (conceptual Devers-Mira Loma 500-kV)

The estimated capital cost of these upgrades, not including DPV2 and the Devers-Valley No. 2 500-kV line, is $1.7 billion, with an estimated annual carrying charge of $267 million. The bid adder is derived by taking the total estimated project costs for the above upgrades and spreading the cost throughout the total generation in the area that would require these facilities (including generation in other clusters that also require these facilities). Based on the estimated capital costs of these facilities and the estimated energy production of queued generation projects, the bid adder for this cluster is approximately 1.13 cents per KWH.

If the cost of DPV2 and Devers-Valley No. 2 are included, the estimated capital cost of these upgrades increases to $2.1 billion, with an estimated annual carrying charge of $331 million. The bid adder is derived by taking the total estimated project costs for the above upgrades and spreading the cost throughout the total generation in the area that would require these facilities (including generation in other clusters that also require these facilities). Based on the estimated capital costs of these facilities and the estimated energy production of queued generation projects, the bid adder for this cluster is approximately 1.48 cents per KWH.

Note that this area is outside of the area defined by current SCIT operating procedure; therefore even with the upgrades, Southern California area import limits for system stability may result in curtailment of renewable resources in this cluster even with the upgrades identified.

Facilities for Cluster 12 (Eagle Mountain/Julian Hinds)

Cluster 12 Level 1: None

Level 1 represents the available capacity on the existing system without any upgrades.

Cluster 12 Level 2: Up to 3,778 MW

Level 2 represents the available capacity after the inclusion of upgrades to accommodate projects currently in the CAISO interconnection queue. The upgrades consist of the following:

- New 230-kV collector substation
- New 500-kV Substation east of Devers ("Desert Center")
- New 230-kV transmission between new collector substation and new "Desert Center" 500-kV substation
- New Desert Center-Valley 500-kV line
- New Serrano-Valley 500-kV line
- West of Devers 230-kV upgrades
- New 500-kV line for area export (conceptual Devers-Mira Loma 500-kV)

The estimated capital cost of these upgrades, not including DPV2 and the Devers-Valley No. 2 500-kV line, is $1.4 billion, with an estimated annual carrying charge of $218 million. The bid adder is derived by taking the total estimated project costs for the above upgrades and spreading the cost throughout the total generation in the area that would require these facilities (including generation in other clusters that also require these facilities). Based on the estimated capital costs of these facilities and the estimated energy production of queued generation projects, the bid adder for this cluster is approximately 0.82 cents per KWH.

If the cost of DPV2 and Devers-Valley No. 2 are included, the estimated capital cost of these upgrades increases to $1.5 billion, with an estimated annual carrying charge of $233 million. The bid adder is derived by taking the total estimated project costs for the above upgrades and spreading the cost throughout the total generation in the area that would require these facilities (including generation in other clusters that also require these facilities). Based on the estimated capital costs of these facilities and the estimated energy production of queued generation projects, the bid adder for this cluster is approximately 0.86 cents per KWH.

Note that this area is outside of the area defined by current SCIT operating procedure; therefore even with the upgrades, Southern California area import limits for system stability may result in curtailment of renewable resources in this cluster even with the upgrades identified.

Facilities for Cluster 13 (Devers)

Cluster 13 Level 1: None

Level 1 represents the available capacity on the existing system without any upgrades.

Cluster 13 Level 2: Up to 3,997 MW

Level 2 represents the available capacity after the inclusion of upgrades to accommodate projects currently in the CAISO interconnection queue. The upgrades consist of the following:

- New Serrano-Valley 500-kV line
- West of Devers 230-kV upgrades
- New 500-kV line for area export (conceptual Devers-Mira Loma 500-kV)

The estimated capital cost of these upgrades, not including the Devers-Valley No. 2 500-kV line, is $490 million, with an estimated annual carrying charge of $78 million. The bid adder is derived by taking the total estimated project costs for the above upgrades and spreading the cost throughout the total generation in the area that would require these facilities (including generation in other clusters that also require these facilities). Based on the estimated capital costs of these facilities and the estimated energy production of queued generation projects, the bid adder for this cluster is approximately 0.64 cents per KWH.

If the cost of Devers-Valley No. 2 is included, the estimated capital cost of these upgrades increases to $590 million, with an estimated annual carrying charge of $94 million. The bid adder is derived by taking the total estimated project costs for the above upgrades and spreading the cost throughout the total generation in the area that would require these facilities (including generation in other clusters that also require these facilities). Based on the estimated capital costs of these facilities and the estimated energy production of queued generation projects, the bid adder for this cluster is approximately 0.77 cents per KWH.

Facilities for Cluster 14 (IID via Path 42)

Cluster 14 Level 1: None

Level 1 represents the available capacity on the existing system without any upgrades.

Cluster 14 Level 2: Up to 450 MW

Level 2 represents the available capacity after the inclusion of upgrades to accommodate projects currently in the CAISO interconnection queue. The upgrades consist of the following:

- New Serrano-Valley 500-kV line
- New Devers-Coachella double-circuit 230-kV line (Path 42)
- West of Devers 230-kV upgrades
- New 500-kV line for area export (conceptual Devers-Mira Loma 500-kV)

The estimated capital cost of these upgrades, not including the Devers-Valley No. 2 500-kV line, is $570 million, with an estimated annual carrying charge of $91 million. The bid adder is derived by taking the total estimated project costs for the above upgrades and spreading the cost throughout the total generation in the area that would require these facilities (including generation in other clusters that also require these facilities). Based on the estimated capital costs of these facilities and the estimated energy production of queued generation projects, the bid adder for this cluster is approximately 0.46 cents per KWH.

If the cost of Devers-Valley No. 2 is included, the estimated capital cost of these upgrades increases to $670 million, with an estimated annual carrying charge of $107 million. The bid adder is derived by taking the total estimated project costs for the above upgrades and spreading the cost throughout the total generation in the area that would require these facilities (including generation in other clusters that also require these facilities). Based on the estimated capital costs of these facilities and the estimated energy production of queued generation projects, the bid adder for this cluster is approximately 0.47 cents per KWH.

There were two projects (total 150 MW) in the IID system indicated in the supplemental information provided by developers included in the 450 MW total above. The Path 42 upgrades identified above and the network upgrades within the SCE system (i.e. West of Devers) would be sufficient to accommodate this additional renewable generation development in IID.

Note that this area is outside of the area defined by current SCIT operating procedure; therefore even with the upgrades, Southern California area import limits for system stability may result in curtailment of renewable resources in this cluster even with the upgrades identified.

A – 9

California Public Utilities Commission

PUC > Energy > Renewables > SCE Solar PV Program

Southern California Edison's Solar Photovoltaic (PV) Program

Background

On June 18, 2009, Decision (D.) 09-06-049 authorized Southern California Edison (SCE) to build and own 250 megawatts of utility-owned solar photovoltaic capacity and to execute contracts up to 250 MW for generation from similar facilities owned and maintained by Independent Power Producers (IPP) through a competitive solicitation process. Read the Press Release.

Related to the IPP portion of the program, D.09-06-049 ordered SCE to file an advice letter, "...delineating the criteria for selection of the bids, and containing a draft standard 20-year PPA contract." Accordingly, on July 20, 2009 SCE filed Advice Letter 2364-E, wherein SCE requests approval of a competitive solicitation process and criteria and a draft standard power purchase agreement. On January 21, the Commission adopted Resolution E-4299 which implements IPP portion of the program.

- Final Resolution E-4299
- Comments on draft Resolution E-4299
- Reply comments on draft Resolution E-4299

July 31st Workshop

On July 31, 2009 Energy Division staff held a workshop to provide SCE an opportunity to present the competitive solicitation process and draft standard power purchase agreement outlined in AL 2364-E. The workshop also provided parties an opportunity to ask clarifying questions and to discuss the strengths and weaknesses of SCE's proposal.

- Workshop Agenda: SCE Solar PV Program
- SCE Workshop Presentation for Solar PV Program

Protests / Responses to Advice Letter 2364-E

- CALSEIA Protest
- CARE Protest
- DRA Protest
- IEP Partial Protest
- Intertie FIT Coalition SPDP RightCycle Protest
- National Energy Solutions Response
- Recurrent Energy Protest

- Solar Alliance and Vote Solar Response
- Solutions For Utilities Protest
- SunEdison Response

- Southern California Edison Reply Comments

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WDAT Generator Interconnection Process Reform

- Generation Interconnection Reform Process - Serial/Transition Groups (PDF)

Queue Cluster Windows Schedule Applicable To Large Generator Interconnection Requests

In accordance with SCE's WDAT CLGIP, Interconnection Requests Queue Cluster Windows will be opening (and closing) within the following schedule:

Anticipated Queue Schedule

Cluster	Opening Date	Closing Date
Queue Cluster Window 1	Mon Aug 11, 2008	Fri Jul 31, 2009
Queue Cluster Window 2	Thu Oct 01, 2009	Sun Jan 31, 2010
Queue Cluster Window 3	Thu Apr 01, 2010	Sat Jul 31, 2010

Each calendar year thereafter will have two Queue Cluster Windows with opening and closing dates established by SCE and published on this website. SCE will timely publish any changes to the Queue Cluster Window intervals and opening or closing dates on this website.

SCE - WDAT Generator Interconnection Requests (PDFs)

- LGIP
- SGIP
- Transmission Owner Tariff
- Wholesale Distribution Access Tariff
- Interconnection Handbook

Interconnection Study Reports For SCE-WDAT Generator — Interconnection Requests Greater Than 20 MW (PDFs)

- Project #WDT164 System Impact Study
- Project #WDT227 System Impact Study
- Project #WDT264 Feasibility Study (Redacted)

SCE is currently performing a review of the reports that were previously posted on this site. An updated posting will be available soon.

- Affiliate Scoping Meetings

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ATTACHMENT G

SMALL GENERATOR INTERCONNECTION PROCEDURES (SGIP)

(For Generating Facilities No Larger Than 20 MW)

Filed to comply with order of the Federal Energy Regulatory Commission, Docket No. ER05-1325-000, 112 FERC ¶ 61,022 (October 11, 2005).

TABLE OF CONTENTS

Page No.

Section 1. Application 254

1.1 Applicability 254
1.2 Pre-Application 255
1.3 Interconnection Request 255
1.4 Modification of the Interconnection Request 255
1.5 Site Control 256
1.6 Queue Position 256
1.7 Interconnection Requests Submitted Prior to the Effective Date of the SGIP ... 256

Section 2. Fast Track Process 256

2.1 Applicability 256
2.2 Initial Review 257
2.2.1 Screens 257
2.3 Customer Options Meeting 259
2.4 Supplemental Review 260

Section 3. Study Process 261

3.1 Applicability 261
3.2 Scoping Meeting 261
3.3 Feasibility Study 262
3.4 System Impact Study 262
3.5 Facilities Study 264

Section 4. Provisions that Apply to All Interconnection Requests 265

4.1 Reasonable Efforts 265
4.2 Disputes 265
4.3 Interconnection Metering 266
4.4 Commissioning 266
4.5 Confidentiality 266
4.6 Comparability 267
4.7 Record Retention 267
4.8 Interconnection Agreement 267
4.9 Coordination with Affected Systems 268
4.10 Capacity of the Small Generating Facility 268
4.11 Interconnection Customer To Meet Requirements of the Distribution Provider's Interconnection Handbook 268

Filed to comply with order of the Federal Energy Regulatory Commission, Docket No. ER05-1325-000, 112 FERC ¶ 61,022 (October 11, 2005).

Attachment 1 – Glossary of Terms
Attachment 2 – Small Generator Interconnection Request
Attachment 3 – Certification Codes and Standards
Attachment 4 – Certification of Small Generator Equipment Packages
Attachment 5 – Application, Procedures, and Terms and Conditions for Interconnecting a Certified Inverter-Based Small Generating Facility No Larger than 10 kW ("10 kW Inverter Process")
Attachment 6 – Feasibility Study Agreement
Attachment 7 – System Impact Study Agreement
Attachment 8 – Facilities Study Agreement

Section 1. Application

1.1 Applicability

1.1.1 A request to interconnect a certified Small Generating Facility (See Attachments 3 and 4 for description of certification criteria) no larger than 2 MW shall be evaluated under the section 2 Fast Track Process. A request to interconnect a certified inverter-based Small Generating Facility no larger than 10 kW shall be evaluated under the Attachment 5 10 kW Inverter Process. A request to interconnect a Small Generating Facility larger than 2 MW but no larger than 20 MW or a Small Generating Facility that does not pass the Fast Track Process or the 10 kW Inverter Process, shall be evaluated under the section 3 Study Process.

1.1.2 Capitalized terms used herein shall have the meanings specified in the Glossary of Terms in Attachment 1 or the body of these procedures.

1.1.3 Neither these procedures nor the requirements included hereunder apply to Small Generating Facilities interconnected or approved for interconnection prior to 60 Business Days after the effective date of these procedures.

1.1.4 Prior to submitting its Interconnection Request (Attachment 2), the Interconnection Customer may ask the Distribution Provider's interconnection contact employee or office whether the proposed interconnection is subject to these procedures. The Distribution Provider shall respond within 15 Business Days.

1.1.5 Infrastructure security of electric system equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. The Federal Energy Regulatory Commission expects all Distribution Providers, market participants, and Interconnection Customers interconnected with electric systems to comply with the recommendations offered by the President's Critical Infrastructure Protection Board and best practice recommendations from the electric reliability authority. All public utilities are expected to meet basic standards for electric system infrastructure and operational security, including physical, operational, and cyber-security practices.

1.1.6 References in these procedures to interconnection agreement are to the Small Generator Interconnection Agreement (SGIA).

1.2 Pre-Application

The Distribution Provider shall designate an employee or office from which information on the application process and on an Affected System can be obtained through informal requests from the Interconnection Customer presenting a proposed project for a specific site. The name, telephone number, and e-mail address of such contact employee or office shall be made available on the Distribution Provider's Internet web site. Electric system information provided to the Interconnection Customer should include relevant system studies, interconnection studies, and other materials useful to an understanding of an interconnection at a particular point on the Distribution Provider's Distribution System, to the extent such provision does not violate confidentiality provisions of prior agreements or critical infrastructure requirements. The Distribution Provider shall comply with reasonable requests for such information.

1.3 Interconnection Request

The Interconnection Customer shall submit its Interconnection Request to the Distribution Provider, together with the processing fee or deposit specified in the Interconnection Request. The Interconnection Request shall be date- and time-stamped upon receipt. The original date- and time-stamp applied to the Interconnection Request at the time of its original submission shall be accepted as the qualifying date- and time-stamp for the purposes of any timetable in these procedures. The Interconnection Customer shall be notified of receipt by the Distribution Provider within three Business Days of receiving the Interconnection Request. The Distribution Provider shall notify the Interconnection Customer within ten Business Days of the receipt of the Interconnection Request as to whether the Interconnection Request is complete or incomplete. If the Interconnection Request is incomplete, the Distribution Provider shall provide along with the notice that the Interconnection Request is incomplete, a written list detailing all information that must be provided to complete the Interconnection Request. The Interconnection Customer will have ten Business Days after receipt of the notice to submit the listed information or to request an extension of time to provide such information. If the Interconnection Customer does not provide the listed information or a request for an extension of time within the deadline, the Interconnection Request will be deemed withdrawn. An Interconnection Request will be deemed complete upon submission of the listed information to the Distribution Provider.

1.4 Modification of the Interconnection Request

Any modification to machine data or equipment configuration or to the interconnection site of the Small Generating Facility not agreed to in writing by the Distribution Provider and the Interconnection Customer may be deemed a withdrawal of the Interconnection Request and may require submission of a new Interconnection Request, unless proper notification of each Party by the other and a reasonable time to cure the problems created by the changes are undertaken.

1.5 Site Control

Documentation of site control must be submitted with the Interconnection Request. Site control may be demonstrated through:

1.5.1 Ownership of, a leasehold interest in, or a right to develop a site for the purpose of constructing the Small Generating Facility;

1.5.2 An option to purchase or acquire a leasehold site for such purpose; or

1.5.3 An exclusivity or other business relationship between the Interconnection Customer and the entity having the right to sell, lease, or grant the Interconnection Customer the right to possess or occupy a site for such purpose.

1.6 Queue Position

The Distribution Provider shall assign a Queue Position based upon the date- and time-stamp of the Interconnection Request. The Queue Position of each Interconnection Request will be used to determine the cost responsibility for the Upgrades necessary to accommodate the interconnection. The Distribution Provider shall maintain a single queue per geographic region. At the Distribution Provider's option, Interconnection Requests may be studied serially or in clusters for the purpose of the system impact study.

1.7 Interconnection Requests Submitted Prior to the Effective Date of the SGIP

Nothing in this SGIP affects an Interconnection Customer's Queue Position assigned before the effective date of this SGIP. The Parties agree to complete work on any interconnection study agreement executed prior the effective date of this SGIP in accordance with the terms and conditions of that interconnection study agreement. Any new studies or other additional work will be completed pursuant to this SGIP.

Section 2. Fast Track Process

2.1 Applicability

The Fast Track Process is available to an Interconnection Customer proposing to interconnect its Small Generating Facility with the Distribution Provider's Distribution System if the Small Generating Facility is no larger than 2 MW and if the Interconnection Customer's proposed Small Generating Facility meets the codes, standards, and certification requirements of Attachments 3 and 4 of these procedures, or the Distribution Provider has reviewed the design or tested the proposed Small Generating Facility and is satisfied that it is safe to operate.

2.2 Initial Review

Within 15 Business Days after the Distribution Provider notifies the Interconnection Customer it has received a complete Interconnection Request, the Distribution Provider shall perform an initial review using the screens set forth below, shall notify the Interconnection Customer of the results, and include with the notification copies of the analysis and data underlying the Distribution Provider's determinations under the screens.

2.2.1 Screens

2.2.1.1 The proposed Small Generating Facility's Point of Interconnection must be on a portion of the Distribution Provider's Distribution System that is subject to the Tariff.

2.2.1.2 For interconnection of a proposed Small Generating Facility to a radial distribution circuit, the aggregated generation, including the proposed Small Generating Facility, on the circuit shall not exceed 15 % of the line section annual peak load as most recently measured at the substation. A line section is that portion of a Distribution Provider's electric system connected to a customer bounded by automatic sectionalizing devices or the end of the distribution line.

2.2.1.3 For interconnection of a proposed Small Generating Facility to the load side of spot network protectors, the proposed Small Generating Facility must utilize an inverter-based equipment package and, together with the aggregated other inverter-based generation, shall not exceed the smaller of 5 % of a spot network's maximum load or 50 kW[1].

2.2.1.4 The proposed Small Generating Facility, in aggregation with other generation on the distribution circuit, shall not contribute more than 10 % to the distribution circuit's maximum fault current at the point on the high voltage (primary) level nearest the proposed point of change of ownership.

2.2.1.5 The proposed Small Generating Facility, in aggregate with other generation on the distribution circuit, shall not cause any distribution protective devices and equipment (including, but not

[1] A spot Network is a type of distribution system found within modern commercial buildings to provide high reliability of service to a single customer. (Standard Handbook for Electrical Engineers, 11th edition, Donald Fink, McGraw Hill Book Company)

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limited to, substation breakers, fuse cutouts, and line reclosers), or Interconnection Customer equipment on the system to exceed 87.5 % of the short circuit interrupting capability; nor shall the interconnection be proposed for a circuit that already exceeds 87.5 % of the short circuit interrupting capability.

2.2.1.6 Using the table below, determine the type of interconnection to a primary distribution line. This screen includes a review of the type of electrical service provided to the Interconnecting Customer, including line configuration and the transformer connection to limit the potential for creating over-voltages on the Distribution Provider's electric power system due to a loss of ground during the operating time of any anti-islanding function.

Primary Distribution Line Type	Type of Interconnection to Primary Distribution Line	Result/Criteria
Three-phase, three wire	3-phase or single phase, phase-to-phase	Pass screen
Three-phase, four wire	Effectively-grounded 3 phase or Single-phase, line-to-neutral	Pass screen

2.2.1.7 If the proposed Small Generating Facility is to be interconnected on single-phase shared secondary, the aggregate generation capacity on the shared secondary, including the proposed Small Generating Facility, shall not exceed 20 kW.

2.2.1.8 If the proposed Small Generating Facility is single-phase and is to be interconnected on a center tap neutral of a 240 volt service, its addition shall not create an imbalance between the two sides of the 240 volt service of more than 20 % of the nameplate rating of the service transformer.

2.2.1.9 The Small Generating Facility, in aggregate with other generation interconnected to the transmission side of a substation transformer feeding the circuit where the Small Generating Facility proposes to interconnect shall not exceed 10 MW in an area where there are known, or posted, transient stability limitations to generating units located in the general electrical vicinity (e.g., three or four transmission busses from the point of interconnection).

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2.2.1.10 No construction of facilities by the Distribution Provider on its own system shall be required to accommodate the Small Generating Facility.

2.2.2 If the proposed interconnection passes the screens, the Interconnection Request shall be approved and the Distribution Provider will provide the Interconnection Customer an executable interconnection agreement within five Business Days after the determination.

2.2.3 If the proposed interconnection fails the screens, but the Distribution Provider determines that the Small Generating Facility may nevertheless be interconnected consistent with safety, reliability, and power quality standards, the Distribution Provider shall provide the Interconnection Customer an executable interconnection agreement within five Business Days after the determination.

2.2.4 If the proposed interconnection fails the screens, but the Distribution Provider does not or cannot determine from the initial review that the Small Generating Facility may nevertheless be interconnected consistent with safety, reliability, and power quality standards unless the Interconnection Customer is willing to consider minor modifications or further study, the Distribution Provider shall provide the Interconnection Customer with the opportunity to attend a customer options meeting.

2.3 Customer Options Meeting

If the Distribution Provider determines the Interconnection Request cannot be approved without minor modifications at minimal cost; or a supplemental study or other additional studies or actions; or at significant cost to address safety, reliability, or power quality problems, within the five Business Day period after the determination, the Distribution Provider shall notify the Interconnection Customer and provide copies of all data and analyses underlying its conclusion. Within ten Business Days of the Distribution Provider's determination, the Distribution Provider shall offer to convene a customer options meeting with the Distribution Provider to review possible Interconnection Customer facility modifications or the screen analysis and related results, to determine what further steps are needed to permit the Small Generating Facility to be connected safely and reliably. At the time of notification of the Distribution Provider's determination, or at the customer options meeting, the Distribution Provider shall:

2.3.1 Offer to perform facility modifications or minor modifications to the Distribution Provider's electric system(e.g., changing meters, fuses, relay settings) and provide a non-binding good faith estimate of the limited cost to make such modifications to the Distribution Provider's electric system; or

2.3.2 Offer to perform a supplemental review if the Distribution Provider concludes that the supplemental review might determine that the Small Generating Facility could continue to qualify for interconnection pursuant to the Fast Track Process, and provide a non-binding good faith estimate of the costs of such review; or

2.3.3 Obtain the Interconnection Customer's agreement to continue evaluating the Interconnection Request under the section 3 Study Process.

2.4 Supplemental Review

If the Interconnection Customer agrees to a supplemental review, the Interconnection Customer shall agree in writing within 15 Business Days of the offer, and submit a deposit for the estimated costs. The Interconnection Customer shall be responsible for the Distribution Provider's actual costs for conducting the supplemental review. The Interconnection Customer must pay any review costs that exceed the deposit within 20 Business Days of receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced costs, the Distribution Provider will return such excess within 20 Business Days of the invoice without interest.

2.4.1 Within ten Business Days following receipt of the deposit for a supplemental review, the Distribution Provider will determine if the Small Generating Facility can be interconnected safely and reliably.

2.4.1.1 If so, the Distribution Provider shall forward an executable interconnection agreement to the Interconnection Customer within five Business Days.

2.4.1.2 If so, and Interconnection Customer facility modifications are required to allow the Small Generating Facility to be interconnected consistent with safety, reliability, and power quality standards under these procedures, the Distribution Provider shall forward an executable interconnection agreement to the Interconnection Customer within five Business Days after confirmation that the Interconnection Customer has agreed to make the necessary changes at the Interconnection Customer's cost.

2.4.1.3 If so, and minor modifications to the Distribution Provider's electric system are required to allow the Small Generating Facility to be interconnected consistent with safety, reliability, and power quality standards under the Fast Track Process, the Distribution Provider shall forward an executable interconnection agreement to the Interconnection Customer within ten Business Days that

requires the Interconnection Customer to pay the costs of such system modifications prior to interconnection.

2.4.1.4 If not, the Interconnection Request will continue to be evaluated under the section 3 Study Process.

Section 3. Study Process

3.1 Applicability

The Study Process shall be used by an Interconnection Customer proposing to interconnect its Small Generating Facility with the Distribution Provider's Distribution System if the Small Generating Facility (1) is larger than 2 MW but no larger than 20 MW, (2) is not certified, or (3) is certified but did not pass the Fast Track Process or the 10 kW Inverter Process.

3.2 Scoping Meeting

3.2.1 A scoping meeting will be held within ten Business Days after the Interconnection Request is deemed complete, or as otherwise mutually agreed to by the Parties. The Distribution Provider and the Interconnection Customer will bring to the meeting personnel, including system engineers and other resources as may be reasonably required to accomplish the purpose of the meeting.

3.2.2 The purpose of the scoping meeting is to discuss the Interconnection Request and review existing studies relevant to the Interconnection Request. The Parties shall further discuss whether the Distribution Provider should perform a feasibility study or proceed directly to a system impact study, or a facilities study, or an interconnection agreement. If the Parties agree that a feasibility study should be performed, the Distribution Provider shall provide the Interconnection Customer, as soon as possible, but not later than five Business Days after the scoping meeting, a feasibility study agreement (Attachment 6) including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the study.

3.2.3 The scoping meeting may be omitted by mutual agreement. In order to remain in consideration for interconnection, an Interconnection Customer who has requested a feasibility study must return the executed feasibility study agreement within 15 Business Days. If the Parties agree not to perform a feasibility study, the Distribution Provider shall provide the Interconnection Customer, no later than five Business Days after the scoping meeting, a system impact study

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agreement (Attachment 7) including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the study.

3.3 Feasibility Study

3.3.1 The feasibility study shall identify any potential adverse system impacts that would result from the interconnection of the Small Generating Facility.

3.3.2 A deposit of the lesser of 50 percent of the good faith estimated feasibility study costs or earnest money of $1,000 may be required from the Interconnection Customer.

3.3.3 The scope of and cost responsibilities for the feasibility study are described in the attached feasibility study agreement (Attachment 6).

3.3.4 If the feasibility study shows no potential for adverse system impacts, the Distribution Provider shall send the Interconnection Customer a facilities study agreement, including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the study. If no additional facilities are required, the Distribution Provider shall send the Interconnection Customer an executable interconnection agreement within five Business Days.

3.3.5 If the feasibility study shows the potential for adverse system impacts, the review process shall proceed to the appropriate system impact study(s).

3.4 System Impact Study

3.4.1 A system impact study shall identify and detail the electric system impacts that would result if the proposed Small Generating Facility were interconnected without project modifications or electric system modifications, focusing on the adverse system impacts identified in the feasibility study, or to study potential impacts, including but not limited to those identified in the scoping meeting. A system impact study shall evaluate the impact of the proposed interconnection on the reliability of the electric system.

3.4.2 If no transmission system impact study is required, but potential electric power Distribution System adverse system impacts are identified in the scoping meeting or shown in the feasibility study, a distribution system impact study must be performed. The Distribution Provider shall send the Interconnection Customer a distribution system impact study agreement within 15 Business Days of transmittal of the feasibility study report, including an outline of the scope of the

study and a non-binding good faith estimate of the cost to perform the study, or following the scoping meeting if no feasibility study is to be performed.

3.4.3 In instances where the feasibility study or the distribution system impact study shows potential for transmission system adverse system impacts, within five Business Days following transmittal of the feasibility study report, the Distribution Provider shall send the Interconnection Customer a transmission system impact study agreement, including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the study, if such a study is required.

3.4.4 If a transmission system impact study is not required, but electric power Distribution System adverse system impacts are shown by the feasibility study to be possible and no distribution system impact study has been conducted, the Distribution Provider shall send the Interconnection Customer a distribution system impact study agreement.

3.4.5 If the feasibility study shows no potential for transmission system or Distribution System adverse system impacts, the Distribution Provider shall send the Interconnection Customer either a facilities study agreement (Attachment 8), including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the study, or an executable interconnection agreement, as applicable.

3.4.6 In order to remain under consideration for interconnection, the Interconnection Customer must return executed system impact study agreements, if applicable, within 30 Business Days.

3.4.7 A deposit of the good faith estimated costs for each system impact study may be required from the Interconnection Customer.

3.4.8 The scope of and cost responsibilities for a system impact study are described in the attached system impact study agreement.

3.4.9 Where Transmission Systems and Distribution Systems have separate owners, such as is the case with transmission-dependent utilities ("TDUs") – whether investor-owned or not – the Interconnection Customer may apply to the nearest transmission provider (transmission owner, Regional Transmission Operator, or Independent Transmission Provider) providing transmission service to the TDU to request project coordination. Affected Systems shall participate in the study and provide all information necessary to prepare the study.

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3.5 Facilities Study

3.5.1 Once the required system impact study(s) is completed, a system impact study report shall be prepared and transmitted to the Interconnection Customer along with a facilities study agreement within five Business Days, including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the facilities study. In the case where one or both impact studies are determined to be unnecessary, a notice of the fact shall be transmitted to the Interconnection Customer within the same timeframe.

3.5.2 In order to remain under consideration for interconnection, or, as appropriate, in the Distribution Provider's interconnection queue, the Interconnection Customer must return the executed facilities study agreement or a request for an extension of time within 30 Business Days.

3.5.3 The facilities study shall specify and estimate the cost of the equipment, engineering, procurement and construction work (including overheads) needed to implement the conclusions of the system impact study(s).

3.5.4 Design for any required Interconnection Facilities and/or Upgrades shall be performed under the facilities study agreement. The Distribution Provider may contract with consultants to perform activities required under the facilities study agreement. The Interconnection Customer and the Distribution Provider may agree to allow the Interconnection Customer to separately arrange for the design of some of the Interconnection Facilities. In such cases, facilities design will be reviewed and/or modified prior to acceptance by the Distribution Provider, under the provisions of the facilities study agreement. If the Parties agree to separately arrange for design and construction, and provided security and confidentiality requirements can be met, the Distribution Provider shall make sufficient information available to the Interconnection Customer in accordance with confidentiality and critical infrastructure requirements to permit the Interconnection Customer to obtain an independent design and cost estimate for any necessary facilities.

3.5.5 A deposit of the good faith estimated costs for the facilities study may be required from the Interconnection Customer.

3.5.6 The scope of and cost responsibilities for the facilities study are described in the attached facilities study agreement.

3.5.7 Upon completion of the facilities study, and with the agreement of the Interconnection Customer to pay for Interconnection Facilities and Upgrades identified in the facilities study, the Distribution Provider shall provide the Interconnection Customer an executable interconnection agreement within five Business Days.

Section 4. Provisions that Apply to All Interconnection Requests

4.1 Reasonable Efforts

The Distribution Provider shall make reasonable efforts to meet all time frames provided in these procedures unless the Distribution Provider and the Interconnection Customer agree to a different schedule. If the Distribution Provider cannot meet a deadline provided herein, it shall notify the Interconnection Customer, explain the reason for the failure to meet the deadline, and provide an estimated time by which it will complete the applicable interconnection procedure in the process.

4.2 Disputes

4.2.1 The Parties agree to attempt to resolve all disputes arising out of the interconnection process according to the provisions of this article.

4.2.2 In the event of a dispute, either Party shall provide the other Party with a written Notice of Dispute. Such Notice shall describe in detail the nature of the dispute.

4.2.3 If the dispute has not been resolved within two Business Days after receipt of the Notice, either Party may contact FERC's Dispute Resolution Service (DRS) for assistance in resolving the dispute.

4.2.4 The DRS will assist the Parties in either resolving their dispute or in selecting an appropriate dispute resolution venue (e.g., mediation, settlement judge, early neutral evaluation, or technical expert) to assist the Parties in resolving their dispute. DRS can be reached at 1-877-337-2237 or via the internet at http://www.ferc.gov/legal/adr.asp.

4.2.5 Each Party agrees to conduct all negotiations in good faith and will be responsible for one-half of any costs paid to neutral third-parties.

4.2.6 If neither Party elects to seek assistance from the DRS, or if the attempted dispute resolution fails, then either Party may exercise whatever rights and remedies it may have in equity or law consistent with the terms of these procedures.

4.3 Interconnection Metering

Any metering necessitated by the use of the Small Generating Facility shall be installed at the Interconnection Customer's expense in accordance with Federal Energy Regulatory Commission, state, or local regulatory requirements or the Distribution Provider's specifications.

4.4 Commissioning

Commissioning tests of the Interconnection Customer's installed equipment shall be performed pursuant to applicable codes and standards. The Distribution Provider must be given at least five Business Days written notice, or as otherwise mutually agreed to by the Parties, of the tests and may be present to witness the commissioning tests.

4.5. Confidentiality

4.5.1 Confidential information shall mean any confidential and/or proprietary information provided by one Party to the other Party that is clearly marked or otherwise designated "Confidential." For purposes of these procedures all design, operating specifications, and metering data provided by the Interconnection Customer shall be deemed confidential information regardless of whether it is clearly marked or otherwise designated as such.

4.5.2 Confidential Information does not include information previously in the public domain, required to be publicly submitted or divulged by Governmental Authorities (after notice to the other Party and after exhausting any opportunity to oppose such publication or release), or necessary to be divulged in an action to enforce these procedures. Each Party receiving Confidential Information shall hold such information in confidence and shall not disclose it to any third party nor to the public without the prior written authorization from the Party providing that information, except to fulfill obligations under these procedures, or to fulfill legal or regulatory requirements.

4.5.2.1 Each Party shall employ at least the same standard of care to protect Confidential Information obtained from the other Party as it employs to protect its own Confidential Information.

4.5.2.2 Each Party is entitled to equitable relief, by injunction or otherwise, to enforce its rights under this provision to prevent the release of Confidential Information without bond or proof of damages, and may seek other remedies available at law or in equity for breach of this provision.

4.5.3 Notwithstanding anything in this article to the contrary, and pursuant to 18 CFR § 1b.20, if FERC, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to these procedures, the Party shall provide the requested information to FERC, within the time provided for in the request for information. In providing the information to FERC, the Party may, consistent with 18 CFR § 388.112, request that the information be treated as confidential and non-public by FERC and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Party prior to the release of the Confidential Information to FERC. The Party shall notify the other Party when it is notified by FERC that a request to release Confidential Information has been received by FERC, at which time either of the Parties may respond before such information would be made public, pursuant to 18 CFR § 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner if consistent with the applicable state rules and regulations.

4.6 Comparability

The Distribution Provider shall receive, process and analyze all Interconnection Requests in a timely manner as set forth in this document. The Distribution Provider shall use the same reasonable efforts in processing and analyzing Interconnection Requests from all Interconnection Customers, whether the Small Generating Facility is owned or operated by the Distribution Provider, its subsidiaries or affiliates, or others.

4.7 Record Retention

The Distribution Provider shall maintain for three years records, subject to audit, of all Interconnection Requests received under these procedures, the times required to complete Interconnection Request approvals and disapprovals, and justification for the actions taken on the Interconnection Requests.

4.8 Interconnection Agreement

After receiving an interconnection agreement from the Distribution Provider, the Interconnection Customer shall have 30 Business Days or another mutually agreeable timeframe to sign and return the interconnection agreement, or request that the Distribution Provider file an unexecuted interconnection agreement with the Federal Energy Regulatory Commission. If the Interconnection Customer does not sign the interconnection agreement, or ask that it be filed unexecuted by the Distribution Provider within 30 Business Days, the Interconnection Request shall be deemed withdrawn. After the interconnection agreement is signed by the Parties, the interconnection of the Small Generating Facility shall proceed under the provisions of the interconnection agreement.

4.9 Coordination with Affected Systems

The Distribution Provider shall coordinate the conduct of any studies required to determine the impact of the Interconnection Request on Affected Systems with Affected System operators and, if possible, include those results (if available) in its applicable interconnection study within the time frame specified in these procedures. The Distribution Provider will include such Affected System operators in all meetings held with the Interconnection Customer as required by these procedures. The Interconnection Customer will cooperate with the Distribution Provider in all matters related to the conduct of studies and the determination of modifications to Affected Systems. Any Affected System(s) shall cooperate with the Distribution Provider with whom interconnection has been requested in all matters related to the conduct of studies and the determination of modifications to Affected Systems.

4.10 Capacity of the Small Generating Facility

4.10.1 If the Interconnection Request is for an increase in capacity for an existing Small Generating Facility, the Interconnection Request shall be evaluated on the basis of the new total capacity of the Small Generating Facility.

4.10.2 If the Interconnection Request is for a Small Generating Facility that includes multiple energy production devices at a site for which the Interconnection Customer seeks a single Point of Interconnection, the Interconnection Request shall be evaluated on the basis of the aggregate capacity of the multiple devices.

4.10.3 The Interconnection Request shall be evaluated using the maximum rated capacity of the Small Generating Facility.

4.11 Interconnection Customer To Meet Requirements of the Distribution Provider's Interconnection Handbook

The Interconnection Customer's Interconnection Facilities shall be designed, constructed, operated and maintained in accordance with the Distribution Provider's Interconnection Handbook. In the event of a conflict between the terms of the SGIP and the terms of the Distribution Provider's Interconnection Handbook, the terms in the SGIP shall govern.

Attachment 1

Glossary of Terms

10 kW Inverter Process – The procedure for evaluating an Interconnection Request for a certified inverter-based Small Generating Facility no larger than 10 kW that uses the section 2 screens. The application process uses an all-in-one document that includes a simplified Interconnection Request, simplified procedures, and a brief set of terms and conditions. See SGIP Attachment 5.

Affected System – An electric system other than the Distribution Provider's Distribution System that may be affected by the proposed interconnection, including but not limited to the Transmission System.

Business Day – Monday through Friday, excluding Federal Holidays.

Distribution Owner – The entity that owns, leases or otherwise possesses an interest in the portion of the Distribution System at the Point of Interconnection and may be a Party to the Small Generator Interconnection Agreement to the extent necessary.

Distribution Provider – The public utility (or its designated agent) that owns, controls, or operates transmission or distribution facilities used for the transmission of electricity in interstate commerce and provides transmission service under the Tariff. The term Distribution Provider should be read to include the Distribution Owner when the Distribution Owner is separate from the Distribution Provider.

Distribution System – Those non-ISO transmission and distribution facilities owned, controlled and operated by the Distribution Provider that are used to provide Distribution Service under the Tariff, which facilities and equipment are used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which Distribution Systems operate differ among areas.

Distribution Upgrades – The additions, modifications, and upgrades to the Distribution Provider's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Small Generating Facility and render the service necessary to effect the Interconnection Customer's wholesale sale of electricity in interstate commerce. Distribution Upgrades do not include Interconnection Facilities.

Fast Track Process – The procedure for evaluating an Interconnection Request for a certified Small Generating Facility no larger than 2 MW that includes the section 2 screens, customer options meeting, and optional supplemental review.

Good Utility Practice – Any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

Interconnection Customer – Any entity, including the Distribution Provider, the Distribution Owner or any of the affiliates or subsidiaries of either, that proposes to interconnect its Small Generating Facility with the Distribution Provider's Distribution System.

Interconnection Facilities – The Distribution Provider's Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Small Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Small Generating Facility to the Distribution Provider's Distribution System. Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades or Network Upgrades.

Interconnection Handbook – A handbook, developed by the Distribution Provider and posted on the Distribution Provider's website or otherwise made available by the Distribution Provider, describing the technical and operational requirements for wholesale generators and loads connected to the Distribution System, as such handbook may be modified or superseded from time to time. In the event of a conflict between the terms of the SGIP and the terms of the Distribution Provider's Interconnection Handbook, the terms in the SGIP shall govern.

Interconnection Request – The Interconnection Customer's request, in accordance with the Tariff, to interconnect a new Small Generating Facility, or to increase the capacity of, or make a Material Modification to the operating characteristics of, an existing Small Generating Facility that is interconnected with the Distribution Provider's Distribution System.

Material Modification – A modification that has a material impact on the cost or timing of any Interconnection Request, or any other valid interconnection request to the Distribution Provider or the ISO, with a later queue priority date.

Network Upgrades – Additions, modifications, and upgrades to the Distribution Provider's Transmission System required at or beyond the point at which the Distribution System connects to the Distribution Provider's Transmission System to accommodate the interconnection of the Small Generating Facility to the Distribution Provider's Distribution System. Network Upgrades do not include Distribution Upgrades.

Party or Parties – The Distribution Provider, Distribution Owner, Interconnection Customer or any combination of the above.

Point of Interconnection – The point where the Interconnection Facilities connect with the Distribution Provider's Distribution System.

Queue Position – The order of a valid Interconnection Request, relative to all other pending valid Interconnection Requests, that is established based upon the date and time of receipt of the valid Interconnection Request by the Distribution Provider.

Small Generating Facility – The Interconnection Customer's device for the production of electricity identified in the Interconnection Request, but shall not include the Interconnection Customer's Interconnection Facilities.

Study Process – The procedure for evaluating an Interconnection Request that includes the section 3 scoping meeting, feasibility study, system impact study, and facilities study.

Tariff – The Wholesale Distribution Access Tariff, the Distribution Provider's Tariff through which open access transmission service and interconnection service are offered, as filed with FERC, and as amended or supplemented from time to time, or any successor tariff.

Transmission System – Those facilities owned by the Distribution Provider that have been placed under the ISO's operational control and are part of the ISO Grid.

Upgrades – The required additions and modifications to the Distribution Provider's Transmission System and Distribution System at or beyond the Point of Interconnection. Upgrades may be Network Upgrades or Distribution Upgrades. Upgrades do not include Interconnection Facilities.

Attachment 2

SMALL GENERATOR INTERCONNECTION REQUEST
(Application Form)

Distribution Provider: Southern California Edison Company

Designated Contact Person: Director of Grid Contracts

Address: P. O. Box 800, 2244 Walnut Grove Avenue, Rosemead, CA 91770

Telephone Number: (626) 302-1771

Fax: (626) 302-1152

E-Mail Address: _____

An Interconnection Request is considered complete when it provides all applicable and correct information required below. Per SGIP section 1.5, documentation of site control must be submitted with the Interconnection Request. If the Interconnection Customer also requests Distribution Service, additional information and an additional deposit is required in accordance with Section 15.2 of the Tariff.

Preamble and Instructions

An Interconnection Customer who requests a Federal Energy Regulatory Commission jurisdictional interconnection must submit this Interconnection Request by hand delivery, mail, e-mail, or fax to the Distribution Provider.

Processing Fee or Deposit:

If the Interconnection Request is submitted under the Fast Track Process, the non-refundable processing fee is $500.

If the Interconnection Request is submitted under the Study Process, whether a new submission or an Interconnection Request that did not pass the Fast Track Process, the Interconnection Customer shall submit to the Distribution Provider a deposit not to exceed $1,000 towards the cost of the feasibility study.

Interconnection Customer Information

Legal Name of the Interconnection Customer (or, if an individual, individual's name)

Name: _____

Contact Person: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Facility Location (if different from above): _____

Telephone (Day): _____ Telephone (Evening): _____

Fax: _____ E-Mail Address: _____

Alternative Contact Information (if different from the Interconnection Customer)

Contact Name: _____

Title: _____

Address: _____

_____

Telephone (Day): _____ Telephone (Evening): _____

Fax: _____ E-Mail Address: _____

Application is for: _____New Small Generating Facility
_____Capacity addition to Existing Small Generating Facility

If capacity addition to existing facility, please describe: _____

_____

Will the Small Generating Facility be used for any of the following?

Net Metering? Yes ___ No ___
To Supply Power to the Interconnection Customer? Yes ___No ___
To Supply Power to Others? Yes ____ No ____

For installations at locations with existing electric service to which the proposed Small Generating Facility will interconnect, provide:

_____ _____
(Local Electric Service Provider*) (Existing Account Number*)

[*To be provided by the Interconnection Customer if the local electric service provider is different from the Distribution Provider]

Contact Name: _____

Title: _____

Address: _____

_____

Telephone (Day): _____ Telephone (Evening): _____

Fax: _____E-Mail Address: _____

Requested Point of Interconnection: _____

Interconnection Customer's Requested In-Service Date: _____

Small Generating Facility Information
Data apply only to the Small Generating Facility, not the Interconnection Facilities.

Energy Source: ___ Solar ___ Wind ___ Hydro ___ Hydro Type (e.g. Run-of-River):_____
Diesel ___ Natural Gas ___ Fuel Oil ___ Other (state type) _____

Prime Mover: ___Fuel Cell ___Recip Engine ___Gas Turb ___Steam Turb
___Microturbine ___PV ___Other

Type of Generator: ____Synchronous ____Induction ____ Inverter

Generator Nameplate Rating: _____kW (Typical) Generator Nameplate kVAR: _____

Interconnection Customer or Customer-Site Load: _____kW (if none, so state)

Typical Reactive Load (if known): _____

Maximum Physical Export Capability Requested: _____ kW

List components of the Small Generating Facility equipment package that are currently certified:

Equipment Type	Certifying Entity
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

Is the prime mover compatible with the certified protective relay package?
____Yes ____No

Generator (or solar collector)
Manufacturer, Model Name & Number: _____
Version Number: _____

Nameplate Output Power Rating in kW: (Summer) _____ (Winter) _____
Nameplate Output Power Rating in kVA: (Summer) _____ (Winter) _____

Individual Generator Power Factor
Rated Power Factor: Leading: _____Lagging: _____

Total Number of Generators in wind farm to be interconnected pursuant to this
Interconnection Request: _____ Elevation: _____ ___Single phase ___Three phase

Inverter Manufacturer, Model Name & Number (if used): _____

List of adjustable set points for the protective equipment or software: _____

Note: A completed Power Systems Load Flow data sheet must be supplied with the Interconnection Request.

Small Generating Facility Characteristic Data (for inverter-based machines)

Max design fault contribution current: _____ Instantaneous ___ or RMS? ___

Harmonics Characteristics: _____

Start-up requirements: _____

Small Generating Facility Characteristic Data (for rotating machines)

RPM Frequency: _____
(*) Neutral Grounding Resistor (If Applicable): _____

Synchronous Generators:

Direct Axis Synchronous Reactance, Xd: _____ P.U.
Direct Axis Transient Reactance, X'_d: _____ P.U.
Direct Axis Subtransient Reactance, X''_d: _____ P.U.
Negative Sequence Reactance, X_2: _____ P.U.
Zero Sequence Reactance, X_0: _____ P.U.
KVA Base: _____
Field Volts: _____
Field Amperes: _____

Induction Generators:

Motoring Power (kW): _____
I_2^2t or K (Heating Time Constant): _____
Rotor Resistance, Rr: _____
Stator Resistance, Rs: _____
Stator Reactance, Xs: _____
Rotor Reactance, Xr: _____
Magnetizing Reactance, Xm: _____
Short Circuit Reactance, Xd": _____
Exciting Current: _____
Temperature Rise: _____
Frame Size: _____
Design Letter: _____
Reactive Power Required In Vars (No Load): _____

Filed to comply with order of the Federal Energy Regulatory Commission, Docket No. ER05-1325-000, 112 FERC ¶ 61,022 (October 11, 2005).

Reactive Power Required In Vars (Full Load): _____
Total Rotating Inertia, H: _____ Per Unit on kVA Base

Note: Please contact the Distribution Provider prior to submitting the Interconnection Request to determine if the specified information above is required.

Excitation and Governor System Data for Synchronous Generators Only

Provide appropriate IEEE model block diagram of excitation system, governor system and power system stabilizer (PSS) in accordance with the regional reliability council criteria. A PSS may be determined to be required by applicable studies. A copy of the manufacturer's block diagram may not be substituted.

Interconnection Facilities Information

Will a transformer be used between the generator and the point of common coupling? ___Yes ___No

Will the transformer be provided by the Interconnection Customer? ____Yes ____No

Transformer Data (If Applicable, for Interconnection Customer-Owned Transformer):

Is the transformer: ____single phase _____three phase? Size: _____kVA
Transformer Impedance: _____% on _____kVA Base

If Three Phase:
Transformer Primary: _____ Volts _____ Delta _____Wye _____ Wye Grounded
Transformer Secondary: _____ Volts _____ Delta _____Wye _____ Wye Grounded
Transformer Tertiary: _____ Volts _____ Delta _____Wye _____ Wye Grounded

Transformer Fuse Data (If Applicable, for Interconnection Customer-Owned Fuse):

(Attach copy of fuse manufacturer's Minimum Melt and Total Clearing Time-Current Curves)

Manufacturer: _____ Type: _____ Size: _____Speed: _____

Interconnecting Circuit Breaker (if applicable):

Manufacturer: _____ Type: _____
Load Rating (Amps): _____ Interrupting Rating (Amps): _____
Trip Speed (Cycles): _____

Filed to comply with order of the Federal Energy Regulatory Commission, Docket No. ER05-1325-000, 112 FERC ¶ 61,022 (October 11, 2005).

Interconnection Protective Relays (If Applicable):

If Microprocessor-Controlled:

List of Functions and Adjustable Setpoints for the protective equipment or software:

Setpoint Function	Minimum	Maximum
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____

If Discrete Components:

(Enclose Copy of any Proposed Time-Overcurrent Coordination Curves)

Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____
Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____
Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____
Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____
Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____

Current Transformer Data (If Applicable):

(Enclose Copy of Manufacturer's Excitation and Ratio Correction Curves)

Manufacturer: _____
Type: _____ Accuracy Class: _ Proposed Ratio Connection: ____

Manufacturer: _____
Type: _____ Accuracy Class: _ Proposed Ratio Connection: ____

Potential Transformer Data (If Applicable):

Manufacturer: _____
Type: _____ Accuracy Class: _ Proposed Ratio Connection: ____

Manufacturer: _____
Type: _____ Accuracy Class: _ Proposed Ratio Connection: ____

General Information

Enclose copy of site electrical one-line diagram showing the configuration of all Small Generating Facility equipment, current and potential circuits, and protection and control schemes. This one-line diagram must be signed and stamped by a licensed Professional Engineer if the Small Generating Facility is larger than 50 kW. Is One-Line Diagram Enclosed? ____Yes ____No

Enclose copy of any site documentation that indicates the precise physical location of the proposed Small Generating Facility (e.g., USGS topographic map or other diagram or documentation).

Proposed location of protective interface equipment on property (include address if different from the Interconnection Customer's address) _____

Enclose copy of any site documentation that describes and details the operation of the protection and control schemes. Is Available Documentation Enclosed? ___Yes ____No

Enclose copies of schematic drawings for all protection and control circuits, relay current circuits, relay potential circuits, and alarm/monitoring circuits (if applicable).
Are Schematic Drawings Enclosed? ___Yes ____No

Applicant Signature

I hereby certify that, to the best of my knowledge, all the information provided in this Interconnection Request is true and correct.

For Interconnection Customer: _____
Date: _____

Filed to comply with order of the Federal Energy Regulatory Commission, Docket No. ER05-1325-000, 112 FERC ¶ 61,022 (October 11, 2005).

Attachment 3

Certification Codes and Standards

IEEE1547 Standard for Interconnecting Distributed Resources with Electric Power Systems (including use of IEEE 1547.1 testing protocols to establish conformity)

UL 1741 Inverters, Converters, and Controllers for Use in Independent Power Systems

IEEE Std 929-2000 IEEE Recommended Practice for Utility Interface of Photovoltaic (PV) Systems

NFPA 70 (2002), National Electrical Code

IEEE Std C37.90.1-1989 (R1994), IEEE Standard Surge Withstand Capability (SWC) Tests for Protective Relays and Relay Systems

IEEE Std C37.90.2 (1995), IEEE Standard Withstand Capability of Relay Systems to Radiated Electromagnetic Interference from Transceivers

IEEE Std C37.108-1989 (R2002), IEEE Guide for the Protection of Network Transformers

IEEE Std C57.12.44-2000, IEEE Standard Requirements for Secondary Network Protectors

IEEE Std C62.41.2-2002, IEEE Recommended Practice on Characterization of Surges in Low Voltage (1000V and Less) AC Power Circuits

IEEE Std C62.45-1992 (R2002), IEEE Recommended Practice on Surge Testing for Equipment Connected to Low-Voltage (1000V and Less) AC Power Circuits

ANSI C84.1-1995 Electric Power Systems and Equipment – Voltage Ratings (60 Hertz)

IEEE Std 100-2000, IEEE Standard Dictionary of Electrical and Electronic Terms
NEMA MG 1-1998, Motors and Small Resources, Revision 3

IEEE Std 519-1992, IEEE Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems

NEMA MG 1-2003 (Rev 2004), Motors and Generators, Revision 1

Attachment 4

Certification of Small Generator Equipment Packages

1.0 Small Generating Facility equipment proposed for use separately or packaged with other equipment in an interconnection system shall be considered certified for interconnected operation if (1) it has been tested in accordance with industry standards for continuous utility interactive operation in compliance with the appropriate codes and standards referenced below by any Nationally Recognized Testing Laboratory (NRTL) recognized by the United States Occupational Safety and Health Administration to test and certify interconnection equipment pursuant to the relevant codes and standards listed in SGIP Attachment 3, (2) it has been labeled and is publicly listed by such NRTL at the time of the interconnection application, and (3) such NRTL makes readily available for verification all test standards and procedures it utilized in performing such equipment certification, and, with consumer approval, the test data itself. The NRTL may make such information available on its website and by encouraging such information to be included in the manufacturer's literature accompanying the equipment.

2.0 The Interconnection Customer must verify that the intended use of the equipment falls within the use or uses for which the equipment was tested, labeled, and listed by the NRTL.

3.0 Certified equipment shall not require further type-test review, testing, or additional equipment to meet the requirements of this interconnection procedure; however, nothing herein shall preclude the need for an on-site commissioning test by the parties to the interconnection nor follow-up production testing by the NRTL.

4.0 If the certified equipment package includes only interface components (switchgear, inverters, or other interface devices), then an Interconnection Customer must show that the generator or other electric source being utilized with the equipment package is compatible with the equipment package and is consistent with the testing and listing specified for this type of interconnection equipment.

5.0 Provided the generator or electric source, when combined with the equipment package, is within the range of capabilities for which it was tested by the NRTL, and does not violate the interface components' labeling and listing performed by the NRTL, no further design review, testing or additional equipment on the customer side of the point of common coupling shall be required to meet the requirements of this interconnection procedure.

6.0 An equipment package does not include equipment provided by the utility.

7.0 Any equipment package approved and listed in a state by that state's regulatory body for interconnected operation in that state prior to the effective date of these small generator interconnection procedures shall be considered certified under these procedures for use in that state.

Filed to comply with order of the Federal Energy Regulatory Commission, Docket No. ER05-1325-000, 112 FERC ¶ 61,022 (October 11, 2005).

Attachment 5

Application, Procedures, and Terms and Conditions for Interconnecting a Certified Inverter-Based Small Generating Facility No Larger than 10 kW ("10 kW Inverter Process")

1.0 The Interconnection Customer ("Customer") completes the Interconnection Request ("Application") and submits it to the Distribution Provider ("Company").

2.0 The Company acknowledges to the Customer receipt of the Application within three Business Days of receipt.

3.0 The Company evaluates the Application for completeness and notifies the Customer within ten Business Days of receipt that the Application is or is not complete and, if not, advises what material is missing.

4.0 The Company verifies that the Small Generating Facility can be interconnected safely and reliably using the screens contained in the Fast Track Process in the Small Generator Interconnection Procedures (SGIP). The Company has 15 Business Days to complete this process. Unless the Company determines and demonstrates that the Small Generating Facility cannot be interconnected safely and reliably, the Company approves the Application and returns it to the Customer. Note to Customer: Please check with the Company before submitting the Application if disconnection equipment is required.

5.0 After installation, the Customer returns the Certificate of Completion to the Company. Prior to parallel operation, the Company may inspect the Small Generating Facility for compliance with standards which may include a witness test, and may schedule appropriate metering replacement, if necessary.

6.0 The Company notifies the Customer in writing that interconnection of the Small Generating Facility is authorized. If the witness test is not satisfactory, the Company has the right to disconnect the Small Generating Facility. The Customer has no right to operate in parallel until a witness test has been performed, or previously waived on the Application. The Company is obligated to complete this witness test within ten Business Days of the receipt of the Certificate of Completion. If the Company does not inspect within ten Business Days or by mutual agreement of the Parties, the witness test is deemed waived.

7.0 Contact Information – The Customer must provide the contact information for the legal applicant (i.e., the Interconnection Customer). If another entity is responsible for interfacing with the Company, that contact information must be provided on the Application.

Filed to comply with order of the Federal Energy Regulatory Commission, Docket No. ER05-1325-000, 112 FERC ¶ 61,022 (October 11, 2005).

8.0 Ownership Information – Enter the legal names of the owner(s) of the Small Generating Facility. Include the percentage ownership (if any) by any utility or public utility holding company, or by any entity owned by either.

9.0 UL1741 Listed – This standard ("Inverters, Converters, and Controllers for Use in Independent Power Systems") addresses the electrical interconnection design of various forms of generating equipment. Many manufacturers submit their equipment to a Nationally Recognized Testing Laboratory (NRTL) that verifies compliance with UL1741. This "listing" is then marked on the equipment and supporting documentation.

Application for Interconnecting a Certified Inverter-Based Small Generating Facility No Larger than 10kW

This Application is considered complete when it provides all applicable and correct information required below. Per SGIP section 1.5, documentation of site control must be submitted with the Interconnection Request. Additional information to evaluate the Application may be required. If the Interconnection Customer also requests Distribution Service, additional information and an additional deposit is required in accordance with Section 15.2 of the Tariff.

Processing Fee

A non-refundable processing fee of $100 must accompany this Application.

Interconnection Customer

Name: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

Contact (if different from Interconnection Customer)

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

Owner of the facility (include % ownership by any electric utility): _____

Small Generating Facility Information

Location (if different from above): _____

Electric Service Company: _____

Account Number: _____

Inverter Manufacturer:_____Model_____

Nameplate Rating: _____ (kW) _____ (kVA) _____ (AC Volts)

Single Phase _____ Three Phase_____

System Design Capacity: _____ (kW) _____ (kVA)

Prime Mover: Photovoltaic ☐ Reciprocating Engine ☐ Fuel Cell ☐

Turbine ☐ Other _____

Energy Source: Solar ☐ Wind ☐ Hydro ☐ Diesel ☐ Natural Gas ☐

Fuel Oil ☐ Other (describe) _____

Is the equipment UL1741 Listed? Yes___ No ___

If Yes, attach manufacturer's cut-sheet showing UL1741 listing

Estimated Installation Date: _____Estimated In-Service Date: _____

The 10 kW Inverter Process is available only for inverter-based Small Generating Facilities no larger than 10 kW that meet the codes, standards, and certification requirements of Attachments 3 and 4 of the Small Generator Interconnection Procedures (SGIP), or the Distribution Provider has reviewed the design or tested the proposed Small Generating Facility and is satisfied that it is safe to operate.

List components of the Small Generating Facility equipment package that are currently certified:

Equipment Type	Certifying Entity
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

Interconnection Customer Signature

I hereby certify that, to the best of my knowledge, the information provided in this Application is true. I agree to abide by the Terms and Conditions for Interconnecting an Inverter-Based Small Generating Facility No Larger than 10kW and return the Certificate of Completion when the Small Generating Facility has been installed.

Signed: _____

Title: _____ Date: _____

Contingent Approval to Interconnect the Small Generating Facility

(For Company use only)

Interconnection of the Small Generating Facility is approved contingent upon the Terms and Conditions for Interconnecting an Inverter-Based Small Generating Facility No Larger than 10kW and return of the Certificate of Completion.

Company Signature: _____

Title: _____ Date: _____

Application ID number: _____

Company waives inspection/witness test? Yes___No___

Filed to comply with order of the Federal Energy Regulatory Commission, Docket No. ER05-1325-000, 112 FERC ¶ 61,022 (October 11, 2005).

Small Generating Facility Certificate of Completion

Is the Small Generating Facility owner-installed? Yes_____ No _____

Interconnection Customer: _____

Contact Person:_____

Address: _____

Location of the Small Generating Facility (if different from above):

_____

City: _____ State: _____ Zip Code: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

Electrician:

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

License number: _____

Date Approval to Install Facility granted by the Company: _____

Application ID number: _____

Inspection:

The Small Generating Facility has been installed and inspected in compliance with the local building/electrical code of _____

Signed (Local electrical wiring inspector, or attach signed electrical inspection):

_____

Print Name: _____

Date: _____

As a condition of interconnection, you are required to send/fax a copy of this form along with a copy of the signed electrical permit to (insert Company information below):

Name: _____

Company: _____

Address: _____

_____

City, State ZIP: _____

Fax: _____

Approval to Energize the Small Generating Facility (For Company use only)

Energizing the Small Generating Facility is approved contingent upon the Terms and Conditions for Interconnecting an Inverter-Based Small Generating Facility No Larger than 10kW

Company Signature: _____

Title: _____ Date: _____

Terms and Conditions for Interconnecting an Inverter-Based Small Generating Facility No Larger than 10kW

1.0 **Construction of the Facility**

The Interconnection Customer (the "Customer") may proceed to construct (including operational testing not to exceed two hours) the Small Generating Facility when the Distribution Provider (the "Company") approves the Interconnection Request (the "Application") and returns it to the Customer.

2.0 **Interconnection and Operation**

The Customer may operate Small Generating Facility and interconnect with the Company's electric system once all of the following have occurred:

2.1 Upon completing construction, the Customer will cause the Small Generating Facility to be inspected or otherwise certified by the appropriate local electrical wiring inspector with jurisdiction, and

2.2 The Customer returns the Certificate of Completion to the Company, and

2.3 The Company has either:

2.3.1 Completed its inspection of the Small Generating Facility to ensure that all equipment has been appropriately installed and that all electrical connections have been made in accordance with applicable codes. All inspections must be conducted by the Company, at its own expense, within ten Business Days after receipt of the Certificate of Completion and shall take place at a time agreeable to the Parties. The Company shall provide a written statement that the Small Generating Facility has passed inspection or shall notify the Customer of what steps it must take to pass inspection as soon as practicable after the inspection takes place; or

2.3.2 If the Company does not schedule an inspection of the Small Generating Facility within ten business days after receiving the Certificate of Completion, the witness test is deemed waived (unless the Parties agree otherwise); or

2.3.3 The Company waives the right to inspect the Small Generating Facility.

2.4 The Company has the right to disconnect the Small Generating Facility in the event of improper installation or failure to return the Certificate of Completion.

Filed to comply with order of the Federal Energy Regulatory Commission, Docket No. ER05-1325-000, 112 FERC ¶ 61,022 (October 11, 2005).

2.5 Revenue quality metering equipment must be installed and tested in accordance with applicable ANSI standards.

3.0 **Safe Operations and Maintenance**

The Customer shall be fully responsible to operate, maintain, and repair the Small Generating Facility as required to ensure that it complies at all times with the interconnection standards to which it has been certified.

4.0 **Access**

The Company shall have access to the disconnect switch (if the disconnect switch is required) and metering equipment of the Small Generating Facility at all times. The Company shall provide reasonable notice to the Customer when possible prior to using its right of access.

5.0 **Disconnection**

The Company may temporarily disconnect the Small Generating Facility upon the following conditions:

5.1 For scheduled outages upon reasonable notice.

5.2 For unscheduled outages or emergency conditions.

5.3 If the Small Generating Facility does not operate in the manner consistent with these Terms and Conditions.

5.4 The Company shall inform the Customer in advance of any scheduled disconnection, or as is reasonable after an unscheduled disconnection.

6.0 **Indemnification**

The Parties shall at all times indemnify, defend, and save the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or inactions of its obligations under this agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

7. 0 **Insurance**

The Parties agree to follow all applicable insurance requirements imposed by the state in which the Point of Interconnection is located. All insurance policies must be maintained with insurers authorized to do business in that state.

8.0 **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, incidental, special, consequential, or punitive damages of any kind whatsoever, except as allowed under paragraph 6.0.

9.0 **Termination**

The agreement to operate in parallel may be terminated under the following conditions:

9.1 **By the Customer**

By providing written notice to the Company.

9.2 **By the Company**

If the Small Generating Facility fails to operate for any consecutive 12 month period or the Customer fails to remedy a violation of these Terms and Conditions.

9.3 **Permanent Disconnection**

In the event this Agreement is terminated, the Company shall have the right to disconnect its facilities or direct the Customer to disconnect its Small Generating Facility.

9.4 **Survival Rights**

This Agreement shall continue in effect after termination to the extent necessary to allow or require either Party to fulfill rights or obligations that arose under the Agreement.

10.0 **Assignment/Transfer of Ownership of the Facility**

This Agreement shall survive the transfer of ownership of the Small Generating Facility to a new owner when the new owner agrees in writing to comply with the terms of this Agreement and so notifies the Company.

Filed to comply with order of the Federal Energy Regulatory Commission, Docket No. ER05-1325-000, 112 FERC ¶ 61,022 (October 11, 2005).

Attachment 6

Feasibility Study Agreement

THIS AGREEMENT is made and entered into this _____day of_____ 20___ by and between_____, a_____organized and existing under the laws of the State of _____, ("Interconnection Customer,") and _____, a_____ existing under the laws of the State of_____, ("Distribution Provider"). Interconnection Customer and Distribution Provider each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, Interconnection Customer is proposing to develop a Small Generating Facility or generating capacity addition to an existing Small Generating Facility consistent with the Interconnection Request completed by Interconnection Customer on_____; and

WHEREAS, Interconnection Customer desires to interconnect the Small Generating Facility with the Distribution Provider's Distribution System; and

WHEREAS, Interconnection Customer has requested the Distribution Provider to perform a feasibility study to assess the feasibility of interconnecting the proposed Small Generating Facility with the Distribution Provider's Distribution System, and of any Affected Systems;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated or the meanings specified in the standard Small Generator Interconnection Procedures.

2.0 The Interconnection Customer elects and the Distribution Provider shall cause to be performed an interconnection feasibility study consistent the standard Small Generator Interconnection Procedures in accordance with the Tariff.

3.0 The scope of the feasibility study shall be subject to the assumptions set forth in Attachment A to this Agreement.

Filed to comply with order of the Federal Energy Regulatory Commission, Docket No. ER05-1325-000, 112 FERC ¶ 61,022 (October 11, 2005).

4.0 The feasibility study shall be based on the technical information provided by the Interconnection Customer in the Interconnection Request, as may be modified as the result of the scoping meeting. The Distribution Provider reserves the right to request additional technical information from the Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the feasibility study and as designated in accordance with the standard Small Generator Interconnection Procedures. If the Interconnection Customer modifies its Interconnection Request, the time to complete the feasibility study may be extended by agreement of the Parties.

5.0 In performing the study, the Distribution Provider shall rely, to the extent reasonably practicable, on existing studies of recent vintage. The Interconnection Customer shall not be charged for such existing studies; however, the Interconnection Customer shall be responsible for charges associated with any new study or modifications to existing studies that are reasonably necessary to perform the feasibility study.

6.0 The feasibility study report shall provide the following analyses for the purpose of identifying any potential adverse system impacts that would result from the interconnection of the Small Generating Facility as proposed:

6.1 Initial identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection;

6.2 Initial identification of any thermal overload or voltage limit violations resulting from the interconnection;

6.3 Initial review of grounding requirements and electric system protection; and

6.4 Description and non-binding estimated cost of facilities required to interconnect the proposed Small Generating Facility and to address the identified short circuit and power flow issues.

7.0 The feasibility study shall model the impact of the Small Generating Facility regardless of purpose in order to avoid the further expense and interruption of operation for reexamination of feasibility and impacts if the Interconnection Customer later changes the purpose for which the Small Generating Facility is being installed.

8.0 The study shall include the feasibility of any interconnection at a proposed project site where there could be multiple potential Points of Interconnection, as requested by the Interconnection Customer and at the Interconnection Customer's cost.

9.0 A deposit of the lesser of 50 percent of good faith estimated feasibility study costs or earnest money of $1,000 may be required from the Interconnection Customer.

10.0 Once the feasibility study is completed, a feasibility study report shall be prepared and transmitted to the Interconnection Customer. Barring unusual circumstances, the feasibility study must be completed and the feasibility study report transmitted within 30 Business Days of the Interconnection Customer's agreement to conduct a feasibility study.

11.0 Any study fees shall be based on the Distribution Provider's actual costs and will be invoiced to the Interconnection Customer after the study is completed and delivered and will include a summary of professional time.

12.0 The Interconnection Customer must pay any study costs that exceed the deposit without interest within 30 calendar days on receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced fees, the Distribution Provider shall refund such excess within 30 calendar days of the invoice without interest.

13.0 Governing Law, Regulatory Authority, and Rules
The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the state of _____ (where the Point of Interconnection is located), without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

14.0 Amendment
The Parties may amend this Agreement by a written instrument duly executed by both Parties.

15.0 No Third-Party Beneficiaries
This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

16.0 Waiver

16.1 The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

16.2 Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Distribution Provider. Any waiver of this Agreement shall, if requested, be provided in writing.

17.0 Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

18.0 No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

19.0 Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

20.0 Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

20.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Distribution Provider be liable for the actions

or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

20.2 The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

21.0 Reservation of Rights

The Distribution Provider shall have the right to make a unilateral filing with FERC to modify this Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder, and the Interconnection Customer shall have the right to make a unilateral filing with FERC to modify this Agreement under any applicable provision of the Federal Power Act and FERC's rules and regulations; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of FERC under sections 205 or 206 of the Federal Power Act and FERC's rules and regulations, except to the extent that the Parties otherwise agree as provided herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

[Insert name of Distribution Provider]	**[Insert name of Interconnection Customer]**
_____	_____
Signed_____	Signed_____
Name (Printed):	Name (Printed):
_____	_____
Title_____	Title_____

Filed to comply with order of the Federal Energy Regulatory Commission, Docket No. RM02-12-002, 116 FERC ¶ 61,046 (July 20, 2006).

Attachment A to
Feasibility Study Agreement

Assumptions Used in Conducting the Feasibility Study

The feasibility study will be based upon the information set forth in the Interconnection Request and agreed upon in the scoping meeting held on _____:

1) Designation of Point of Interconnection and configuration to be studied.

2) Designation of alternative Points of Interconnection and configuration.

1) and 2) are to be completed by the Interconnection Customer. Other assumptions (listed below) are to be provided by the Interconnection Customer and the Distribution Provider.

Filed to comply with order of the Federal Energy Regulatory Commission, Docket No. ER05-1325-000, 112 FERC ¶ 61,022 (October 11, 2005).

Attachment 7

System Impact Study Agreement

THIS AGREEMENT is made and entered into this_____day of_____ 20___ by and between_____, a_____organized and existing under the laws of the State of _____, ("Interconnection Customer,") and _____, a_____ existing under the laws of the State of_____, ("Distribution Provider"). Interconnection Customer and Distribution Provider each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, the Interconnection Customer is proposing to develop a Small Generating Facility or generating capacity addition to an existing Small Generating Facility consistent with the Interconnection Request completed by the Interconnection Customer on_____; and

WHEREAS, the Interconnection Customer desires to interconnect the Small Generating Facility with the Distribution Provider's Distribution System;

WHEREAS, the Distribution Provider has completed a feasibility study and provided the results of said study to the Interconnection Customer (This recital to be omitted if the Parties have agreed to forego the feasibility study.); and

WHEREAS, the Interconnection Customer has requested the Distribution Provider to perform a system impact study(s) to assess the impact of interconnecting the Small Generating Facility with the Distribution Provider's Distribution System, and of any Affected Systems;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated or the meanings specified in the standard Small Generator Interconnection Procedures.

2.0 The Interconnection Customer elects and the Distribution Provider shall cause to be performed a system impact study(s) consistent with the standard Small Generator Interconnection Procedures in accordance with the Tariff.

Filed to comply with order of the Federal Energy Regulatory Commission, Docket No. ER05-1325-000, 112 FERC ¶ 61,022 (October 11, 2005).

3.0 The scope of a system impact study shall be subject to the assumptions set forth in Attachment A to this Agreement.

4.0 A system impact study will be based upon the results of the feasibility study and the technical information provided by Interconnection Customer in the Interconnection Request. The Distribution Provider reserves the right to request additional technical information from the Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the system impact study. If the Interconnection Customer modifies its designated Point of Interconnection, Interconnection Request, or the technical information provided therein is modified, the time to complete the system impact study may be extended.

5.0 A system impact study shall consist of a short circuit analysis, a stability analysis, a power flow analysis, voltage drop and flicker studies, protection and set point coordination studies, and grounding reviews, as necessary. A system impact study shall state the assumptions upon which it is based, state the results of the analyses, and provide the requirement or potential impediments to providing the requested interconnection service, including a preliminary indication of the cost and length of time that would be necessary to correct any problems identified in those analyses and implement the interconnection. A system impact study shall provide a list of facilities that are required as a result of the Interconnection Request and non-binding good faith estimates of cost responsibility and time to construct.

6.0 A distribution system impact study shall incorporate a distribution load flow study, an analysis of equipment interrupting ratings, protection coordination study, voltage drop and flicker studies, protection and set point coordination studies, grounding reviews, and the impact on electric system operation, as necessary.

7.0 Affected Systems may participate in the preparation of a system impact study, with a division of costs among such entities as they may agree. All Affected Systems shall be afforded an opportunity to review and comment upon a system impact study that covers potential adverse system impacts on their electric systems, and the Distribution Provider has 20 additional Business Days to complete a system impact study requiring review by Affected Systems.

8.0 If the Distribution Provider uses a queuing procedure for sorting or prioritizing projects and their associated cost responsibilities for any required Network Upgrades, the system impact study shall consider all generating facilities (and with respect to paragraph 8.3 below, any identified Upgrades associated with such higher queued interconnection) that, on the date the system impact study is commenced –

8.1 Are directly interconnected with the Distribution Provider's electric system; or

8.2 Are interconnected with Affected Systems and may have an impact on the proposed interconnection; and

8.3 Have a pending higher queued Interconnection Request to interconnect with the Distribution Provider's electric system.

9.0 A distribution system impact study, if required, shall be completed and the results transmitted to the Interconnection Customer within 30 Business Days after this Agreement is signed by the Parties. A transmission system impact study, if required, shall be completed and the results transmitted to the Interconnection Customer within 45 Business Days after this Agreement is signed by the Parties, or in accordance with the Distribution Provider's queuing procedures.

10.0 A deposit of the equivalent of the good faith estimated cost of a distribution system impact study and the one half the good faith estimated cost of a transmission system impact study may be required from the Interconnection Customer.

11.0 Any study fees shall be based on the Distribution Provider's actual costs and will be invoiced to the Interconnection Customer after the study is completed and delivered and will include a summary of professional time.

12.0 The Interconnection Customer must pay any study costs that exceed the deposit without interest within 30 calendar days on receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced fees, the Distribution Provider shall refund such excess within 30 calendar days of the invoice without interest.

13.0 Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the state of _____ (where the Point of Interconnection is located), without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

14.0 Amendment

The Parties may amend this Agreement by a written instrument duly executed by both Parties.

15.0 No Third-Party Beneficiaries

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

16.0 Waiver

16.1 The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

16.2 Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Distribution Provider. Any waiver of this Agreement shall, if requested, be provided in writing.

17.0 Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

18.0 No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

19.0 Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

20.0 Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

20.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Distribution Provider be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

20.2 The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

21.0 Reservation of Rights

The Distribution Provider shall have the right to make a unilateral filing with FERC to modify this Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder, and the Interconnection Customer shall have the right to make a unilateral filing with FERC to modify this Agreement under any applicable provision of the Federal Power Act and FERC's rules and regulations; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of FERC under sections 205 or 206 of the Federal Power Act and FERC's rules and regulations, except to the extent that the Parties otherwise agree as provided herein.

IN WITNESS THEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

[Insert name of Distribution Provider]	**[Insert name of Interconnection Customer]**
_____	_____
Signed_____	Signed_____
Name (Printed):	Name (Printed):
_____	_____
Title_____	Title_____

Filed to comply with order of the Federal Energy Regulatory Commission, Docket No. ER05-1325-000, 112 FERC ¶ 61,022 (October 11, 2005).

Attachment A to System Impact Study Agreement

Assumptions Used in Conducting the System Impact Study

The system impact study shall be based upon the results of the feasibility study, subject to any modifications in accordance with the standard Small Generator Interconnection Procedures, and the following assumptions:

1) Designation of Point of Interconnection and configuration to be studied.

2) Designation of alternative Points of Interconnection and configuration.

1) and 2) are to be completed by the Interconnection Customer. Other assumptions (listed below) are to be provided by the Interconnection Customer and the Distribution Provider.

Attachment 8

Facilities Study Agreement

THIS AGREEMENT is made and entered into this _____day of_____ 20___ by and between_____, a_____ organized and existing under the laws of the State of _____, ("Interconnection Customer,") and _____, a_____ existing under the laws of the State of_____, ("Distribution Provider"). Interconnection Customer and Distribution Provider each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, the Interconnection Customer is proposing to develop a Small Generating Facility or generating capacity addition to an existing Small Generating Facility consistent with the Interconnection Request completed by the Interconnection Customer on_____; and

WHEREAS, the Interconnection Customer desires to interconnect the Small Generating Facility with the Distribution Provider's Distribution System;

WHEREAS, the Distribution Provider has completed a system impact study and provided the results of said study to the Interconnection Customer; and

WHEREAS, the Interconnection Customer has requested the Distribution Provider to perform a facilities study to specify and estimate the cost of the equipment, engineering, procurement and construction work needed to implement the conclusions of the system impact study in accordance with Good Utility Practice to physically and electrically connect the Small Generating Facility with the Distribution Provider's Distribution System.

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated or the meanings specified in the standard Small Generator Interconnection Procedures.

2.0 The Interconnection Customer elects and the Distribution Provider shall cause a facilities study consistent with the standard Small Generator Interconnection Procedures to be performed in accordance with the Tariff.

Filed to comply with order of the Federal Energy Regulatory Commission, Docket No. ER05-1325-000, 112 FERC ¶ 61,022 (October 11, 2005).

3.0 The scope of the facilities study shall be subject to data provided in Attachment A to this Agreement.

4.0 The facilities study shall specify and estimate the cost of the equipment, engineering, procurement and construction work (including overheads) needed to implement the conclusions of the system impact study(s). The facilities study shall also identify (1) the electrical switching configuration of the equipment, including, without limitation, transformer, switchgear, meters, and other station equipment, (2) the nature and estimated cost of the Distribution Provider's Interconnection Facilities and Upgrades necessary to accomplish the interconnection, and (3) an estimate of the time required to complete the construction and installation of such facilities.

5.0 The Distribution Provider may propose to group facilities required for more than one Interconnection Customer in order to minimize facilities costs through economies of scale, but any Interconnection Customer may require the installation of facilities required for its own Small Generating Facility if it is willing to pay the costs of those facilities.

6.0 A deposit of the good faith estimated facilities study costs may be required from the Interconnection Customer.

7.0 In cases where Upgrades are required, the facilities study must be completed within 45 Business Days of the receipt of this Agreement. In cases where no Upgrades are necessary, and the required facilities are limited to Interconnection Facilities, the facilities study must be completed within 30 Business Days.

8.0 Once the facilities study is completed, a facilities study report shall be prepared and transmitted to the Interconnection Customer. Barring unusual circumstances, the facilities study must be completed and the facilities study report transmitted within 30 Business Days of the Interconnection Customer's agreement to conduct a facilities study.

9.0 Any study fees shall be based on the Distribution Provider's actual costs and will be invoiced to the Interconnection Customer after the study is completed and delivered and will include a summary of professional time.

10.0 The Interconnection Customer must pay any study costs that exceed the deposit without interest within 30 calendar days on receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced fees, the Distribution Provider shall refund such excess within 30 calendar days of the invoice without interest.

11.0 Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the state of _____ (where the Point of Interconnection is located), without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

12.0 Amendment

The Parties may amend this Agreement by a written instrument duly executed by both Parties.

13.0 No Third-Party Beneficiaries

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

14.0 Waiver

14.1 The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

14.2 Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Distribution Provider. Any waiver of this Agreement shall, if requested, be provided in writing.

15.0 Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

16.0 No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on

behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

17.0 Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

18.0 Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

18.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Distribution Provider be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

18.2 The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

19.0 Reservation of Rights

The Distribution Provider shall have the right to make a unilateral filing with FERC to modify this Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder, and the Interconnection Customer shall have the right to make a unilateral filing with FERC to modify this Agreement under any applicable provision of the Federal Power Act and FERC's rules and regulations; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of FERC under sections 205 or 206 of the Federal Power Act and FERC's rules and regulations, except to the extent that the Parties otherwise agree as provided herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

[Insert name of Distribution Provider]	**[Insert name of Interconnection Customer]**
_____	_____
Signed_____	Signed_____
Name (Printed):	Name (Printed):
_____	_____
Title_____	Title_____

Filed to comply with order of the Federal Energy Regulatory Commission, Docket No. ER05-1325-000, 112 FERC ¶ 61,022 (October 11, 2005).

Attachment A to
Facilities Study Agreement

Data to Be Provided by the Interconnection Customer
with the Facilities Study Agreement

Provide location plan and simplified one-line diagram of the plant and station facilities. For staged projects, please indicate future generation, transmission circuits, etc.

On the one-line diagram, indicate the generation capacity attached at each metering location. (Maximum load on CT/PT)

On the one-line diagram, indicate the location of auxiliary power. (Minimum load on CT/PT) Amps

One set of metering is required for each generation connection to the new ring bus or existing Distribution Provider station. Number of generation connections: _____

Will an alternate source of auxiliary power be available during CT/PT maintenance?
Yes _____ No _____

Will a transfer bus on the generation side of the metering require that each meter set be designed for the total plant generation? Yes _____ No _____
(Please indicate on the one-line diagram).

What type of control system or PLC will be located at the Small Generating Facility?

_____

_____

What protocol does the control system or PLC use?

_____

_____

Please provide a 7.5-minute quadrangle map of the site. Indicate the plant, station, transmission line, and property lines.

Physical dimensions of the proposed interconnection station:

_____

Bus length from generation to interconnection station:

_____

Line length from interconnection station to Distribution Provider's Distribution System.

_____

Tower number observed in the field. (Painted on tower leg)*:

_____

Number of third party easements required for transmission lines*:

_____

* To be completed in coordination with Distribution Provider.

Is the Small Generating Facility located in Distribution Provider's service area?

Yes _____ No _____ If No, please provide name of local provider:

_____

Please provide the following proposed schedule dates:

Begin Construction	Date:_____
Generator step-up transformers receive back feed power	Date:_____
Generation Testing	Date:_____
Commercial Operation	Date:_____

Sheet Nos. 307 through 317 are reserved for future use.

Attachment 9

SMALL GENERATOR INTERCONNECTION AGREEMENT (SGIA)

(For Generating Facilities No Larger Than 20 MW)

Filed to comply with order of the Federal Energy Regulatory Commission, Docket No. ER05-1325-000, 112 FERC ¶ 61,0220 (October 11, 2005).

TABLE OF CONTENTS

Page No.

Article 1. Scope and Limitations of Agreement. 322

1.1 Applicability 322
1.2 Purpose 322
1.3 No Agreement to Purchase or Deliver Power 322
1.4 Limitations 323
1.5 Responsibilities of the Parties 323
1.6 Parallel Operation Obligations 324
1.7 Metering 324
1.8 Reactive Power 324

Article 2. Inspection, Testing, Authorization, and Right of Access 325

2.1 Equipment Testing and Inspection 325
2.2 Authorization Required Prior to Parallel Operation. 325
2.3 Right of Access 326

Article 3. Effective Date, Term, Termination, and Disconnection 326

3.1 Effective Date 326
3.2 Term of Agreement 326
3.3 Termination 326
3.4 Temporary Disconnection 325
3.4.1 Emergency Conditions 325
3.4.2 Routine Maintenance, Construction, and Repair 325
3.4.3 Forced Outages 325
3.4.4 Adverse Operating Effects 325
3.4.5 Modification of the Small Generating Facility 325
3.4.6 Reconnection 325

Article 4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades 325

4.1 Interconnection Facilities 325
4.2 Distribution Upgrades 325

Article 5. Cost Responsibility for Network Upgrades 330

5.1 Applicability 330
5.2 Network Upgrades 330
5.2.1 Repayment of Amounts Advanced for Network Upgrades 330
5.3 Special Provisions for Affected Systems 331
5.4 Rights Under Other Agreements 331

Filed to comply with order of the Federal Energy Regulatory Commission, Docket No. RM02-12-002, 116 FERC ¶ 61,046 (July 20, 2006).

Article 6. Billing, Payment, Milestones, and Financial Security 331

6.1 Billing and Payment Procedures and Final Accounting 331
6.2 Milestones. 332
6.3 Financial Security Arrangements 332

Article 7. Assignment, Liability, Indemnity, Uncontrollable Force, Consequential Damages, and Default 333

7.1 Assignment 333
7.2 Limitation of Liability 332
7.3 Indemnity 334
7.4 Consequential Damages 335
7.5 Uncontrollable Force. 335
7.6 Default 335

Article 8. Insurance 336

Article 9. Confidentiality 337

Article 10. Disputes 338

Article 11. Taxes 338

Article 12. Miscellaneous 339

12.1 Governing Law, Regulatory Authority, and Rules 339
12.2 Amendment 339
12.3 No Third-Party Beneficiaries 339
12.4 Waiver 339
12.5 Entire Agreement 339
12.6 Multiple Counterparts. 340
12.7 No Partnership 340
12.8 Severability 340
12.9 Security Arrangements 340
12.10 Environmental Releases 340
12.11 Subcontractors 341
12.12 Reservation of Rights 341

Article 13. Notices 342

13.1 General 342
13.2 Billing and Payment 342
13.3 Alternative Forms of Notice 343
13.4 Designated Operating Representative 343
13.5 Changes to the Notice Information 344

Article 14. Signatures 344

Attachment 1 – Glossary of Terms
Attachment 2 – Description and Costs of the Small Generating Facility, Interconnection Facilities, and Metering Equipment
Attachment 3 – One-line Diagram Depicting the Small Generating Facility, Interconnection Facilities, Metering Equipment, and Upgrades
Attachment 4 – Milestones
Attachment 5 – Additional Operating Requirements for the Distribution Provider's Distribution System and Affected Systems Needed to Support the Interconnection Customer's Needs
Attachment 6 – Distribution Provider's Description of its Upgrades and Best Estimate of Upgrade Costs

This Interconnection Agreement ("Agreement") is made and entered into this _____ day of _____, 20__, by _____ ("Distribution Provider"), and _____ ("Interconnection Customer") each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties."

Distribution Provider Information

Distribution Provider: _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____

Interconnection Customer Information

Interconnection Customer: _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____

Interconnection Customer Application No: _____

In consideration of the mutual covenants set forth herein, the Parties agree as follows:

Article 1. Scope and Limitations of Agreement

1.1 This Agreement shall be used for all Interconnection Requests submitted under the Small Generator Interconnection Procedures (SGIP) except for those submitted under the 10 kW Inverter Process contained in SGIP Attachment 5.

1.2 This Agreement governs the terms and conditions under which the Interconnection Customer's Small Generating Facility will interconnect with, and operate in parallel with, the Distribution Provider's Distribution System.

1.3 This Agreement does not constitute an agreement to purchase or deliver the Interconnection Customer's power. The purchase or delivery of power and other services that the Interconnection Customer may require will be covered under separate agreements, if any. The Interconnection Customer will be responsible for separately

making all necessary arrangements (including scheduling) for delivery of electricity.

1.4 Nothing in this Agreement is intended to affect any other agreement between the Distribution Provider and the Interconnection Customer.

1.5 Responsibilities of the Parties

1.5.1 The Parties shall perform all obligations of this Agreement in accordance with all Applicable Laws and Regulations, Operating Requirements, and Good Utility Practice.

1.5.2 The Interconnection Customer shall construct, interconnect, operate and maintain its Small Generating Facility and construct, operate, and maintain its Interconnection Facilities in accordance with the applicable manufacturer's recommended maintenance schedule, and in accordance with this Agreement, and with Good Utility Practice.

1.5.3 The Distribution Provider shall construct, operate, and maintain its Distribution System, Transmission System, Interconnection Facilities, Distribution Upgrades and Network Upgrades in accordance with this Agreement, and with Good Utility Practice.

1.5.4 The Interconnection Customer agrees to construct its facilities or systems in accordance with applicable specifications that meet or exceed those provided by the National Electrical Safety Code, the American National Standards Institute, IEEE, Underwriter's Laboratory, and Operating Requirements in effect at the time of construction and other applicable national and state codes and standards. The Interconnection Customer agrees to design, install, maintain, and operate its Small Generating Facility so as to reasonably minimize the likelihood of a disturbance adversely affecting or impairing the system or equipment of the Distribution Provider and any Affected Systems. The Interconnection Customer shall comply with the Distribution Provider's Interconnection Handbook. In the event of a conflict between the terms of this SGIA and the terms of the Distribution Provider's Interconnection Handbook, the terms in this SGIA shall govern.

1.5.5 Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for the facilities that it now or subsequently may own unless otherwise specified in the Attachments to this Agreement. Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the point of change of ownership. The Distribution Provider and the Interconnection Customer, as

appropriate, shall provide Interconnection Facilities that adequately protect the Distribution Provider's Transmission System, Distribution System, personnel, and other persons from damage and injury. The allocation of responsibility for the design, installation, operation, maintenance and ownership of Interconnection Facilities shall be delineated in the Attachments to this Agreement.

1.5.6 The Distribution Provider shall coordinate with Affected Systems to support the interconnection.

1.6 Parallel Operation Obligations

Once the Small Generating Facility has been authorized to commence parallel operation, the Interconnection Customer shall abide by all rules and procedures pertaining to the parallel operation of the Small Generating Facility in the applicable control area, including, but not limited to; 1) the rules and procedures concerning the operation of generation set forth in the Tariff or by the applicable system operator(s) for the Distribution Provider's Distribution System and; 2) the Operating Requirements set forth in Attachment 5 of this Agreement.

1.7 Metering

The Interconnection Customer shall be responsible for the Distribution Provider's reasonable and necessary cost for the purchase, installation, operation, maintenance, testing, repair, and replacement of metering and data acquisition equipment specified in Attachments 2 and 3 of this Agreement. The Interconnection Customer's metering (and data acquisition, as required) equipment shall conform to applicable industry rules and Operating Requirements.

1.8 Reactive Power

1.8.1 The Interconnection Customer shall design its Small Generating Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection at a power factor within the range of 0.95 leading to 0.95 lagging, unless the Distribution Provider has established different requirements that apply to all similarly situated generators in the control area on a comparable basis. The requirements of this paragraph shall not apply to wind generators.

1.8.2 Payment to the Interconnection Customer for reactive power that the Interconnection Customer provides or absorbs from the Small Generating Facility when the ISO or, at the direction of the ISO, the Distribution Provider requests the Interconnection Customer to operate its Small Generating Facility outside the range specified in article 1.8.1 will be made by the ISO in accordance with the applicable provisions of the ISO Tariff.

Filed to comply with order of the Federal Energy Regulatory Commission, Docket No. RM02-12-001, 113 FERC ¶ 61,195 (November 22, 2005).

1.8.3 Payment to the Interconnection Customer for reactive power that the Interconnection Customer provides or absorbs from the Small Generating Facility when, in response to a emergency on the Distribution System, the Distribution Provider requests the Interconnection Customer to operate its Small Generating Facility outside the range specified in article 1.8.1 shall be in accordance with the Interconnection Customer's applicable rate schedule then in effect unless the provision of such service(s) is subject to a regional transmission organization or independent system operator FERC-approved rate schedule. To the extent that no rate schedule is in effect at the time the Interconnection Customer is required to provide or absorb reactive power under this Agreement, the Parties agree to expeditiously file such rate schedule and agree to support any request for waiver of the Commission's prior notice requirement in order to compensate the Interconnection Customer from the time service commenced. In addition, if the Distribution Provider pays its own or affiliated generators for reactive power service within the specified range, it must also pay the Interconnection Customer.

1.9 Capitalized terms used herein shall have the meanings specified in the Glossary of Terms

in Attachment 1 or the body of this Agreement.

Article 2. Inspection, Testing, Authorization, and Right of Access

2.1 Equipment Testing and Inspection

2.1.1 The Interconnection Customer shall test and inspect its Small Generating Facility and Interconnection Facilities prior to interconnection. The Interconnection Customer shall notify the Distribution Provider of such activities no fewer than five Business Days (or as may be agreed to by the Parties) prior to such testing and inspection. Testing and inspection shall occur on a Business Day. The Distribution Provider may, at its own expense, send qualified personnel to the Small Generating Facility site to inspect the interconnection and observe the testing. The Interconnection Customer shall provide the Distribution Provider a written test report when such testing and inspection is completed.

2.1.2 The Distribution Provider shall provide the Interconnection Customer written acknowledgment that it has received the Interconnection Customer's written test report. Such written acknowledgment shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the Distribution Provider of the safety, durability, suitability, or reliability of the Small Generating Facility or any associated control, protective, and safety devices owned or controlled by the Interconnection Customer or the quality of power produced by the Small Generating Facility.

2.2 Authorization Required Prior to Parallel Operation

2.2.1 The Distribution Provider shall use Reasonable Efforts to list applicable parallel operation requirements in Attachment 5 of this Agreement. Additionally, the Distribution Provider shall notify the Interconnection Customer of any changes to these requirements as soon as they are known. The Distribution Provider shall make Reasonable Efforts to cooperate with the Interconnection Customer in meeting requirements necessary for the Interconnection Customer to commence parallel operations by the in-service date.

2.2.2 The Interconnection Customer shall not operate its Small Generating Facility in parallel with the Distribution Provider's Distribution System without prior written authorization of the Distribution Provider. The Distribution Provider will provide such authorization once the Distribution Provider receives notification that the Interconnection Customer has complied with all applicable parallel operation requirements. Such authorization shall not be unreasonably withheld,

conditioned, or delayed.

2.3 Right of Access

2.3.1 Upon reasonable notice, the Distribution Provider may send a qualified person to the premises of the Interconnection Customer at or immediately before the time the Small Generating Facility first produces energy to inspect the interconnection, and observe the commissioning of the Small Generating Facility (including any required testing), startup, and operation for a period of up to three Business Days after initial start-up of the unit. In addition, the Interconnection Customer shall notify the Distribution Provider at least five Business Days prior to conducting any on-site verification testing of the Small Generating Facility.

2.3.2 Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, the Distribution Provider shall have access to the Interconnection Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its customers.

2.3.3 Each Party shall be responsible for its own costs associated with following this article.

Article 3. Effective Date, Term, Termination, and Disconnection

3.1 Effective Date

This Agreement shall become effective upon execution by the Parties subject to acceptance by FERC (if applicable), or if filed unexecuted, upon the date specified by the FERC. The Distribution Provider shall promptly file this Agreement with the FERC upon execution, if required.

3.2 Term of Agreement

This Agreement shall become effective on the Effective Date and shall remain in effect for a period of ten years from the Effective Date or such other longer period as the Interconnection Customer may request and shall be automatically renewed for each successive one-year period thereafter, unless terminated earlier in accordance with article 3.3 of this Agreement.

3.3 Termination

No termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination, including the filing with FERC of a

notice of termination of this Agreement (if required), which notice has been accepted for filing by FERC.

3.3.1 The Interconnection Customer may terminate this Agreement at any time by giving the Distribution Provider 20 Business Days written notice.

3.3.2 Either Party may terminate this Agreement after Default pursuant to article 7.6.

3.3.3 Upon termination of this Agreement, the Small Generating Facility will be disconnected from the Distribution Provider's Distribution System. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from the non-terminating Party's Default of this SGIA or such non-terminating Party otherwise is responsible for these costs under this SGIA.

3.3.4 The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of the termination.

3.3.5 This provisions of this article shall survive termination or expiration of this Agreement.

3.4 Temporary Disconnection

Temporary disconnection shall continue only for so long as reasonably necessary under Good Utility Practice.

3.4.1 Emergency Conditions -- "Emergency Condition" shall mean a condition or situation: (1) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (2) that, in the case of the Distribution Provider, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the Distribution System, the Distribution Provider's Interconnection Facilities or any Affected Systems(s); or (3) that, in the case of the Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Small Generating Facility or the Interconnection Customer's Interconnection Facilities. Under Emergency Conditions, the Distribution Provider may immediately suspend interconnection service and temporarily disconnect the Small Generating Facility. The Distribution Provider shall notify the Interconnection Customer promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Interconnection Customer's operation of the Small Generating Facility. The Interconnection Customer shall notify the Distribution Provider promptly when it becomes aware of an Emergency Condition that may reasonably be

expected to affect the Distribution Provider's Distribution System or any Affected Systems. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of both Parties' facilities and operations, its anticipated duration, and the necessary corrective action.

3.4.2 Routine Maintenance, Construction, and Repair

The Distribution Provider may interrupt interconnection service or curtail the output of the Small Generating Facility and temporarily disconnect the Small Generating Facility from the Distribution Provider's Distribution System when necessary for routine maintenance, construction, and repairs on the Distribution Provider's Distribution System and/or Transmission System. The Distribution Provider shall provide the Interconnection Customer with five Business Days notice prior to such interruption. The Distribution Provider shall use Reasonable Efforts to coordinate such reduction or temporary disconnection with the Interconnection Customer.

3.4.3 Forced Outages

During any forced outage, the Distribution Provider may suspend interconnection service to effect immediate repairs on the Distribution Provider's Distribution System and/or Transmission System. The Distribution Provider shall use Reasonable Efforts to provide the Interconnection Customer with prior notice. If prior notice is not given, the Distribution Provider shall, upon request, provide the Interconnection Customer written documentation after the fact explaining the circumstances of the disconnection.

3.4.4 Adverse Operating Effects

The Distribution Provider shall notify the Interconnection Customer as soon as practicable if, based on Good Utility Practice, operation of the Small Generating Facility may cause disruption or deterioration of service to other customers served from the same electric system, or if operating the Small Generating Facility could cause damage to the Distribution Provider's Distribution System or Affected Systems. Supporting documentation used to reach the decision to disconnect shall be provided to the Interconnection Customer upon request. If, after notice, the Interconnection Customer fails to remedy the adverse operating effect within a reasonable time, the Distribution Provider may disconnect the Small Generating Facility. The Distribution Provider shall provide the Interconnection Customer with five Business Day notice of such disconnection, unless the provisions of article 3.4.1 apply.

3.4.5 Modification of the Small Generating Facility

The Interconnection Customer must receive written authorization from the Distribution Provider before making any change to the Small Generating Facility that may have a material impact on the safety or reliability of the Distribution System and/or the Transmission System. Such authorization shall not be unreasonably withheld. Modifications shall be done in accordance with Good Utility Practice. If the Interconnection Customer makes such modification

without the Distribution Provider's prior written authorization, the latter shall have the right to temporarily disconnect the Small Generating Facility.

3.4.6 Reconnection

The Parties shall cooperate with each other to restore the Small Generating Facility, Interconnection Facilities, and the Distribution Provider's Distribution System and/or Transmission System to their normal operating state as soon as reasonably practicable following a temporary disconnection.

Article 4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades

4.1 Interconnection Facilities

4.1.1 The Interconnection Customer shall pay for the cost of the Interconnection Facilities itemized in Attachment 2 of this Agreement. The Distribution Provider shall provide a best estimate cost, including overheads, for the purchase and construction of its Interconnection Facilities and provide a detailed itemization of such costs. Costs associated with Interconnection Facilities may be shared with other entities that may benefit from such facilities by agreement of the Interconnection Customer, such other entities, and the Distribution Provider.

4.1.2 The Interconnection Customer shall be responsible for its share of all reasonable expenses, including overheads, associated with (1) owning, operating, maintaining, repairing, and replacing its own Interconnection Facilities, and (2) operating, maintaining, repairing, and replacing the Distribution Provider's Interconnection Facilities.

4.2 Distribution Upgrades

The Distribution Provider shall design, procure, construct, install, and own the Distribution Upgrades described in Attachment 6 of this Agreement. If the Distribution Provider and the Interconnection Customer agree, the Interconnection Customer may construct Distribution Upgrades that are located on land owned by the Interconnection Customer. The actual cost of the Distribution Upgrades, including overheads, shall be directly assigned to the Interconnection Customer.

Article 5. Cost Responsibility for Network Upgrades

5.1 Applicability

No portion of this article 5 shall apply unless the interconnection of the Small Generating Facility requires Network Upgrades.

5.2 Network Upgrades

The Distribution Provider or the Distribution Owner shall design, procure, construct, install, and own the Network Upgrades described in Attachment 6 of this Agreement. If the Distribution Provider and the Interconnection Customer agree, the Interconnection Customer may construct Network Upgrades that are located on land owned by the Interconnection Customer. Unless the Distribution Provider elects to pay for Network Upgrades, the actual cost of the Network Upgrades, including overheads, shall be borne initially by the Interconnection Customer.

5.2.1 Repayment of Amounts Advanced for Network Upgrades

The Interconnection Customer shall be entitled to a cash repayment, equal to the total amount paid to the Distribution Provider and Affected System operator, if any, for Network Upgrades, including any tax gross-up or other tax-related payments associated with the Network Upgrades, and not otherwise refunded to the Interconnection Customer, to be paid to the Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, as payments are made under the Distribution Provider's Tariff and Affected System's Tariff for transmission services with respect to the Small Generating Facility. Any repayment shall include interest calculated in accordance with the methodology set forth in FERC's regulations at 18 C.F.R. §35.19a(a)(2)(iii) from the date of any payment for Network Upgrades through the date on which the Interconnection Customer receives a repayment of such payment pursuant to this subparagraph. The Interconnection Customer may assign such repayment rights to any person.

5.2.1.1 Notwithstanding the foregoing, the Interconnection Customer, the Distribution Provider, and any applicable Affected System operators may adopt any alternative payment schedule that is mutually agreeable so long as the Distribution Provider and said Affected System operators take one of the following actions no later than five years from the Commercial Operation Date: (1) return to the Interconnection Customer any amounts advanced for Network Upgrades not previously repaid, or (2) declare in writing that the Distribution Provider or any applicable Affected System operators will continue to provide payments to the Interconnection

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Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, or develop an alternative schedule that is mutually agreeable and provides for the return of all amounts advanced for Network Upgrades not previously repaid; however, full reimbursement shall not extend beyond twenty (20) years from the commercial operation date.

5.2.1.2 If the Small Generating Facility fails to achieve commercial operation, but it or another generating facility is later constructed and requires use of the Network Upgrades, the Distribution Provider and Affected System operator shall at that time reimburse the Interconnection Customer for the amounts advanced for the Network Upgrades. Before any such reimbursement can occur, the Interconnection Customer, or the entity that ultimately constructs the generating facility, if different, is responsible for identifying the entity to which reimbursement must be made.

5.3 Special Provisions for Affected Systems

Unless the Distribution Provider provides, under this Agreement, for the repayment of amounts advanced to any applicable Affected System operators for Network Upgrades, the Interconnection Customer and Affected System operator shall enter into an agreement that provides for such repayment. The agreement shall specify the terms governing payments to be made by the Interconnection Customer to Affected System operator as well as the repayment by Affected System operator.

5.4 Rights Under Other Agreements

Notwithstanding any other provision of this Agreement, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, transmission congestion rights, or transmission credits, that the Interconnection Customer shall be entitled to, now or in the future, under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Network Upgrades, including the right to obtain cash reimbursements or transmission credits for transmission service that is not associated with the Small Generating Facility.

Article 6. Billing, Payment, Milestones, and Financial Security

6.1 Billing and Payment Procedures and Final Accounting

6.1.1 The Distribution Provider shall bill the Interconnection Customer for the design, engineering, construction, and procurement costs of Interconnection Facilities and

Upgrades contemplated by this Agreement on a monthly basis, or as otherwise agreed by the Parties. The Interconnection Customer shall pay each bill within 30 calendar days of receipt, or as otherwise agreed to by the Parties.

6.1.2 Within three months of completing the construction and installation of the Distribution Provider's Interconnection Facilities and/or Upgrades described in the Attachments to this Agreement, the Distribution Provider shall provide the Interconnection Customer with a final accounting report of any difference between (1) the Interconnection Customer's cost responsibility for the actual cost of such facilities or Upgrades, and (2) the Interconnection Customer's previous aggregate payments to the Distribution Provider for such facilities or Upgrades. If the Interconnection Customer's cost responsibility exceeds its previous aggregate payments, the Distribution Provider shall invoice the Interconnection Customer for the amount due and the Interconnection Customer shall make payment to the Distribution Provider within 30 calendar days. If the Interconnection Customer's previous aggregate payments exceed its cost responsibility under this Agreement, the Distribution Provider shall refund to the Interconnection Customer an amount equal to the difference within 30 calendar days of the final accounting report.

6.2 Milestones

The Parties shall agree on milestones for which each Party is responsible and list them in Attachment 4 of this Agreement. A Party's obligations under this provision may be extended by agreement. If a Party anticipates that it will be unable to meet a milestone for any reason other than a Uncontrollable Force Event, it shall immediately notify the other Party of the reason(s) for not meeting the milestone and (1) propose the earliest reasonable alternate date by which it can attain this and future milestones, and (2) requesting appropriate amendments to Attachment 4. The Party affected by the failure to meet a milestone shall not unreasonably withhold agreement to such an amendment unless it will suffer significant uncompensated economic or operational harm from the delay, (2) attainment of the same milestone has previously been delayed, or (3) it has reason to believe that the delay in meeting the milestone is intentional or unwarranted notwithstanding the circumstances explained by the Party proposing the amendment.

6.3 Financial Security Arrangements

At least 20 Business Days prior to the commencement of the design, procurement, installation, or construction of a discrete portion of the Distribution Provider's Interconnection Facilities and Upgrades, the Interconnection Customer shall provide the Distribution Provider, at the Interconnection Customer's option, a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to the Distribution Provider and is consistent with the Uniform Commercial Code of the jurisdiction where the Point of Interconnection is located. Such security for payment

shall be in an amount sufficient to cover the costs for constructing, designing, procuring, and installing the applicable portion of the Distribution Provider's Interconnection Facilities and Upgrades and shall be reduced on a dollar-for-dollar basis for payments made to the Distribution Provider under this Agreement during its term. In addition:

6.3.1 The guarantee must be made by an entity that meets the creditworthiness requirements of the Distribution Provider, and contain terms and conditions that guarantee payment of any amount that may be due from the Interconnection Customer, up to an agreed-to maximum amount.

6.3.2 The letter of credit or surety bond must be issued by a financial institution or insurer reasonably acceptable to the Distribution Provider and must specify a reasonable expiration date.

Article 7. Assignment, Liability, Indemnity, Uncontrollable Force, Consequential Damages, and Default

7.1 Assignment

This Agreement may be assigned by either Party upon 15 Business Days prior written notice and opportunity to object by the other Party; provided that:

7.1.1 Either Party may assign this Agreement without the consent of the other Party to any affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement, provided that the Interconnection Customer promptly notifies the Distribution Provider of any such assignment;

7.1.2 The Interconnection Customer shall have the right to assign this Agreement, without the consent of the Distribution Provider, for collateral security purposes to aid in providing financing for the Small Generating Facility, provided that the Interconnection Customer will promptly notify the Distribution Provider of any such assignment.

7.1.3 Any attempted assignment that violates this article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. An assignee is responsible for meeting the same financial, credit, and insurance obligations as the Interconnection Customer. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

7.2 Limitation of Liability

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or

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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, except as authorized by this Agreement.

7.3 Indemnity

7.3.1 This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in article 7.2.

7.3.2 The Parties shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or failure to meet its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

7.3.3 If an indemnified person is entitled to indemnification under this article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this article, to assume the defense of such claim, such indemnified person may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

7.3.4 If an indemnifying party is obligated to indemnify and hold any indemnified person harmless under this article, the amount owing to the indemnified person shall be the amount of such indemnified person's actual loss, net of any insurance or other recovery.

7.3.5 Promptly after receipt by an indemnified person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this article may apply, the indemnified person shall notify the indemnifying party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying party.

Filed to comply with order of the Federal Energy Regulatory Commission, Docket No. ER05-1325-000, 112 FERC ¶ 61,0220 (October 11, 2005).

7.4 Consequential Damages

Other than as expressly provided for in this Agreement, neither Party shall be liable under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

7.5 Uncontrollable Force

7.5.1 As used in this article, an Uncontrollable Force Event shall mean "any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm, flood, earthquake, explosion, breakage or accident to machinery or equipment, any curtailment, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond the reasonable control of the Distribution Provider or Interconnection Customer which could not be avoided through the exercise of Good Utility Practice. An Uncontrollable Force Event does not include an act of negligence or intentional wrongdoing by the Party claiming Uncontrollable Force."

7.5.2 If an Uncontrollable Force Event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the Uncontrollable Force Event (Affected Party) shall promptly notify the other Party, either in writing or via the telephone, of the existence of the Uncontrollable Force Event. The notification must specify in reasonable detail the circumstances of the Uncontrollable Force Event, its expected duration, and the steps that the Affected Party is taking to mitigate the effects of the event on its performance. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the Uncontrollable Force Event until the event ends. The Affected Party will be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the Uncontrollable Force Event cannot be mitigated by the use of Reasonable Efforts. The Affected Party will use Reasonable Efforts to resume its performance as soon as possible.

7.6 Default

7.6.1 No Default shall exist where such failure to discharge an obligation (other than

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the payment of money) is the result of an Uncontrollable Force Event as defined in this Agreement or the result of an act or omission of the other Party. Upon a Default, the non-defaulting Party shall give written notice of such Default to the defaulting Party. Except as provided in article 7.6.2, the defaulting Party shall have 60 calendar days from receipt of the Default notice within which to cure such Default; provided however, if such Default is not capable of cure within 60 calendar days, the defaulting Party shall commence such cure within 20 calendar days after notice and continuously and diligently complete such cure within six months from receipt of the Default notice; and, if cured within such time, the Default specified in such notice shall cease to exist.

7.6.2 If a Default is not cured as provided in this article, or if a Default is not capable of being cured within the period provided for herein, the non-defaulting Party shall have the right to terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this article will survive termination of this Agreement.

Article 8. Insurance

8.1 The Interconnection Customer shall, at its own expense, maintain in force general liability insurance without any exclusion for liabilities related to the interconnection undertaken pursuant to this Agreement. The amount of such insurance shall be sufficient to insure against all reasonably foreseeable direct liabilities given the size and nature of the generating equipment being interconnected, the interconnection itself, and the characteristics of the system to which the interconnection is made. The Interconnection Customer shall obtain additional insurance only if necessary as a function of owning and operating a generating facility. Such insurance shall be obtained from an insurance provider authorized to do business in the State where the interconnection is located. Certification that such insurance is in effect shall be provided upon request of the Distribution Provider, except that the Interconnection Customer shall show proof of insurance to the Distribution Provider no later than ten Business Days prior to the anticipated commercial operation date. An Interconnection Customer of sufficient credit-worthiness may propose to self-insure for such liabilities, and such a proposal shall not be unreasonably rejected.

8.2 The Distribution Provider agrees to maintain general liability insurance or self-insurance consistent with the Distribution Provider's commercial practice. Such insurance or self-insurance shall not exclude coverage for the Distribution Provider's liabilities undertaken

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pursuant to this Agreement.

8.3 The Parties further agree to notify each other whenever an accident or incident occurs resulting in any injuries or damages that are included within the scope of coverage of such insurance, whether or not such coverage is sought.

Article 9. Confidentiality

9.1 Confidential Information shall mean any confidential and/or proprietary information provided by one Party to the other Party that is clearly marked or otherwise designated "Confidential." For purposes of this Agreement all design, operating specifications, and metering data provided by the Interconnection Customer shall be deemed Confidential Information regardless of whether it is clearly marked or otherwise designated as such.

9.2 Confidential Information does not include information previously in the public domain, required to be publicly submitted or divulged by Governmental Authorities (after notice to the other Party and after exhausting any opportunity to oppose such publication or release), or necessary to be divulged in an action to enforce this Agreement. Each Party receiving Confidential Information shall hold such information in confidence and shall not disclose it to any third party nor to the public without the prior written authorization from the Party providing that information, except to fulfill obligations under this Agreement, or to fulfill legal or regulatory requirements.

9.2.1 Each Party shall employ at least the same standard of care to protect Confidential Information obtained from the other Party as it employs to protect its own Confidential Information.

9.2.2 Each Party is entitled to equitable relief, by injunction or otherwise, to enforce its rights under this provision to prevent the release of Confidential Information without bond or proof of damages, and may seek other remedies available at law or in equity for breach of this provision.

9.3 Notwithstanding anything in this article to the contrary, and pursuant to 18 CFR § 1b.20, if FERC, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to this Agreement, the Party shall provide the requested information to FERC, within the time provided for in the request for information. In providing the information to FERC, the Party may, consistent with 18 CFR § 388.112, request that the information be treated as confidential and non-public by FERC and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Party to this Agreement prior to the release of the Confidential Information to FERC. The Party shall notify the other

Party to this Agreement when it is notified by FERC that a request to release Confidential Information has been received by FERC, at which time either of the Parties may respond before such information would be made public, pursuant to 18 CFR § 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner if consistent with the applicable state rules and regulations.

Article 10. Disputes

10.1 The Parties agree to attempt to resolve all disputes arising out of the interconnection process according to the provisions of this article.

10.2 In the event of a dispute, either Party shall provide the other Party with a written Notice of Dispute. Such Notice shall describe in detail the nature of the dispute.

10.3 If the dispute has not been resolved within two Business Days after receipt of the Notice, either Party may contact FERC's Dispute Resolution Service (DRS) for assistance in resolving the dispute.

10.4 The DRS will assist the Parties in either resolving their dispute or in selecting an appropriate dispute resolution venue (e.g., mediation, settlement judge, early neutral evaluation, or technical expert) to assist the Parties in resolving their dispute. DRS can be reached at 1-877-337-2237 or via the internet at http://www.ferc.gov/legal/adr.asp.

10.5 Each Party agrees to conduct all negotiations in good faith and will be responsible for one-half of any costs paid to neutral third-parties.

10.6 If neither Party elects to seek assistance from the DRS, or if the attempted dispute resolution fails, then either Party may exercise whatever rights and remedies it may have in equity or law consistent with the terms of this Agreement.

Article 11. Taxes

11.1 The Parties agree to follow all applicable tax laws and regulations, consistent with FERC policy and Internal Revenue Service requirements.

11.2 Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in this Agreement is intended to adversely affect the Distribution Provider's tax exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds.

Article 12. Miscellaneous

12.1 Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the state of _____ (where the Point of Interconnection is located), without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

12.2 Amendment

The Parties may amend this Agreement by a written instrument duly executed by both Parties, or under article 12.12 of this Agreement.

12.3 No Third-Party Beneficiaries

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

12.4 Waiver

12.4.1 The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

12.4.2 Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Distribution Provider. Any waiver of this Agreement shall, if requested, be provided in writing.

12.5 Entire Agreement

This Agreement, including all Attachments, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this

Filed to comply with order of the Federal Energy Regulatory Commission, Docket No. RM02-12-001, 113 FERC ¶ 61,195 (November 22, 2005).

Agreement.

12.6 Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

12.7 No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

12.8 Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

12.9 Security Arrangements

Infrastructure security of electric system equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. FERC expects all transmission providers, market participants, and interconnection customers interconnected to electric systems to comply with the recommendations offered by the President's Critical Infrastructure Protection Board and, eventually, best practice recommendations from the electric reliability authority. All public utilities are expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.

12.10 Environmental Releases

Each Party shall notify the other Party, first orally and then in writing, of the release of any hazardous substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Small Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall (1) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than 24 hours after such Party becomes aware of the occurrence, and (2) promptly furnish to the other Party copies of any publicly available reports filed with any governmental authorities addressing such events.

12.11 Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

12.11.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Distribution Provider be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

12.11.2 The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

12.12 Reservation of Rights

The Distribution Provider shall have the right to make a unilateral filing with FERC to modify this Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder, and the Interconnection Customer shall have the right to make a unilateral filing with FERC to modify this Agreement under any applicable provision of the Federal Power Act and FERC's rules and regulations; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of FERC under sections 205 or 206 of the Federal Power Act and FERC's rules and regulations, except to the extent that the Parties otherwise agree as provided herein.

Article 13. Notices

13.1 General

Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person, delivered by recognized national currier service, or sent by first class mail, postage prepaid, to the person specified below:

If to the Interconnection Customer:

Interconnection Customer: _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____

If to the Distribution Provider:

Distribution Provider: _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____

13.2 Billing and Payment

Billings and payments shall be sent to the addresses set out below:

Interconnection Customer: _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____

Distribution Provider: _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____

13.3 Alternative Forms of Notice

Any notice or request required or permitted to be given by either Party to the other and not required by this Agreement to be given in writing may be so given by telephone, facsimile or e-mail to the telephone numbers and e-mail addresses set out below:

If to the Interconnection Customer:

Interconnection Customer: _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____

If to the Distribution Provider:

Distribution Provider: _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____

13.4 Designated Operating Representative

The Parties may also designate operating representatives to conduct the communications which may be necessary or convenient for the administration of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities.

Interconnection Customer's Operating Representative:

Interconnection Customer: _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____

Distribution Provider's Operating Representative:

Distribution Provider: _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____

Filed to comply with order of the Federal Energy Regulatory Commission, Docket No. ER05-1325-000, 112 FERC ¶ 61,0220 (October 11, 2005).

13.5 Changes to the Notice Information
Either Party may change this information by giving five Business Days written notice prior to the effective date of the change.

Article 14. Signatures

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

For the Distribution Provider

Name: _____

Title: _____

Date: _____

For the Interconnection Customer

Name: _____

Title: _____

Date: _____

Filed to comply with order of the Federal Energy Regulatory Commission, Docket No. ER05-1325-000, 112 FERC ¶ 61,0220 (October 11, 2005).

Attachment 1

Glossary of Terms

Affected System – An electric system other than the Distribution Provider's Distribution System that may be affected by the proposed interconnection, including but not limited to the Transmission System.

Applicable Laws and Regulations – All duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

Business Day – Monday through Friday, excluding Federal Holidays.

Default – The failure of a breaching Party to cure its breach under the Small Generator Interconnection Agreement.

Distribution Owner – The entity that owns, leases or otherwise possesses an interest in the portion of the Distribution System at the Point of Interconnection and may be a Party to the Small Generator Interconnection Agreement to the extent necessary.

Distribution Provider – The public utility (or its designated agent) that owns, controls, or operates transmission or distribution facilities used for the transmission of electricity in interstate commerce and provides transmission service under the Tariff. The term Distribution Provider should be read to include the Distribution Owner when the Distribution Owner is separate from the Distribution Provider.

Distribution System – Those non-ISO transmission and distribution facilities, owned, controlled and operated by the Distribution Provider that are used to provide distribution service under the Tariff, which facilities and equipment are used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which Distribution Systems operate differ among areas.

Distribution Upgrades – The additions, modifications, and upgrades to the Distribution Provider's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Small Generating Facility and render the service necessary to effect the Interconnection Customer's wholesale sale of electricity in interstate commerce. Distribution Upgrades do not include Interconnection Facilities.

Good Utility Practice – Any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the

time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

Governmental Authority – Any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the Interconnection Customer, the Interconnection Provider, or any Affiliate thereof.

Interconnection Customer – Any entity, including the Distribution Provider, Distribution Owner or any of the affiliates or subsidiaries of either, that proposes to interconnect its Small Generating Facility with the Distribution Provider's Distribution System.

Interconnection Facilities – The Distribution Provider's Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Small Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Small Generating Facility to the Distribution Provider's Distribution System. Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades or Network Upgrades.

Interconnection Handbook - A handbook, developed by the Distribution Provider and posted on the Distribution Provider's website or otherwise made available by the Distribution Provider, describing the technical and operational requirements for wholesale generators and loads connected to the Distribution System, as such handbook may be modified or superseded from time to time. In the event of a conflict between the terms of this SGIA and the terms of the Distribution Provider's Interconnection Handbook, the terms in this SGIA shall govern.

Interconnection Request – The Interconnection Customer's request, in accordance with the Tariff, to interconnect a new Small Generating Facility, or to increase the capacity of, or make a Material Modification to the operating characteristics of, an existing Small Generating Facility that is interconnected with the Distribution Provider's Distribution System.

ISO Tariff – The California Independent System Operator Agreement and Tariff, dated March 31, 1997, as it may be modified from time to time, and accepted by FERC.

Material Modification – A modification that has a material impact on the cost or timing of any Interconnection Request, or any other valid interconnection request to the Distribution Provider or the ISO, with a later queue priority date.

Network Upgrades – Additions, modifications, and upgrades to the Distribution Provider's

Transmission System required at or beyond the point at which the Distribution System connects to the Distribution Provider's Transmission System to accommodate the interconnection of the Small Generating Facility to the Distribution Provider's Distribution System. Network Upgrades do not include Distribution Upgrades.

Operating Requirements – Any operating and technical requirements that may be applicable due to Regional Transmission Organization, the California Independent System Operator Corporation, control area, or the Distribution Provider's requirements, including those set forth in the Small Generator Interconnection Agreement.

Party or Parties – The Distribution Provider, Distribution Owner, Interconnection Customer or any combination of the above.

Point of Interconnection – The point where the Interconnection Facilities connect with the Distribution Provider's Distribution System.

Reasonable Efforts – With respect to an action required to be attempted or taken by a Party under the Small Generator Interconnection Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

Small Generating Facility –The Interconnection Customer's device for the production of electricity identified in the Interconnection Request, but shall not include the Interconnection Customer's Interconnection Facilities.

Tariff –the Wholesale Distribution Access Tariff, the Distribution Provider's Tariff through which open access transmission service and Interconnection Service are offered, as filed with the FERC, and as amended or supplemented from time to time, or any successor tariff.

Transmission System – Those facilities owned by the Distribution Provider that have been placed under the ISO's operational control and are part of the ISO Grid.

Upgrades – The required additions and modifications to the Distribution Provider's Distribution System and Transmission System at or beyond the Point of Interconnection. Upgrades may be Network Upgrades or Distribution Upgrades. Upgrades do not include Interconnection Facilities.

Attachment 2

Description and Costs of the Small Generating Facility, Interconnection Facilities, and Metering Equipment

Equipment, including the Small Generating Facility, Interconnection Facilities, and metering equipment shall be itemized and identified as being owned by the Interconnection Customer, the Distribution Provider, or the Distribution Owner. The Distribution Provider will provide a best estimate itemized cost, including overheads, of its Interconnection Facilities and metering equipment, and a best estimate itemized cost of the annual operation and maintenance expenses associated with its Interconnection Facilities and metering equipment.

Attachment 3

One-line Diagram Depicting the Small Generating Facility, Interconnection Facilities, Metering Equipment, and Upgrades

Attachment 4

Milestones

In-Service Date: _____

Critical milestones and responsibility as agreed to by the Parties:

	Milestone/Date	Responsible Party
(1)	_____	_____
(2)	_____	_____
(3)	_____	_____
(4)	_____	_____
(5)	_____	_____
(6)	_____	_____
(7)	_____	_____
(8)	_____	_____
(9)	_____	_____
(10)	_____	_____

Agreed to by:

For the Distribution Provider_____ Date_____

For the Distribution Owner (If Applicable) _____ Date_____

For the Interconnection Customer_____ Date_____

Filed to comply with order of the Federal Energy Regulatory Commission, Docket No. ER05-1325-000, 112 FERC ¶ 61,0220 (October 11, 2005).

Attachment 5

Additional Operating Requirements for the Distribution Provider's Distribution System and Affected Systems Needed to Support the Interconnection Customer's Needs

The Distribution Provider shall also provide requirements that must be met by the Interconnection Customer prior to initiating parallel operation with the Distribution Provider's Distribution System.

Filed to comply with order of the Federal Energy Regulatory Commission, Docket No. ER05-1325-000, 112 FERC ¶ 61,0220 (October 11, 2005).

Attachment 6

Distribution Provider's Description of its Upgrades and Best Estimate of Upgrade Costs

The Distribution Provider shall describe Upgrades and provide an itemized best estimate of the cost, including overheads, of the Upgrades and annual operation and maintenance expenses associated with such Upgrades. The Distribution Provider shall functionalize Upgrade costs and annual expenses as either transmission or distribution related.

A – 11

Solar PV Program Questions and Answers

1. Why is SCE offering this opportunity?

In June 2009, the California Public Utilities Commission (CPUC) adopted Decision 09-06-049, which created Southern California Edison's (SCE) Solar Photovoltaic (PV) Program. The Solar PV Program is a five-year program in which SCE will develop 250 MW DC of utility-owned photovoltaic electricity generation and procure 250 MW DC of photovoltaic energy from independent power producers. This Request for Offers (RFO) addresses the IPP portion of the program.

2. What is Pre-Certification?

The generating facility must be certified as an Eligible Renewable Resource (ERR) in order for the generated electricity to be counted towards SCE's Renewable Portfolio Standard (RPS) procurement requirement. Pre-certification as an ERR is available for applicants whose facilities are not yet on-line. The application for ERR Pre-Certification can be found at the following address:
http://www.energy.ca.gov/portfolio/documents/forms/CEC-RPS-1B.pdf

3. What is the size limitation for renewable generation facilities participating in this program?

The generating facility must have a Gross Power Rating of at least 500 kW DC and not greater than 10 MW DC. The program's primary target is 1-2 MW generating facilities, located on rooftops.

4. What is the term of these contracts?

The term of the standard power purchase agreement for the Solar PV Program is 20 years.

5. Who owns the Renewable Energy Credits or other renewable attributes related to qualification under California's Renewable Portfolio Standard (RECs)?

SCE will own the RECs and any and all green attributes generated along with the energy that it purchases from the IPP.

6. What is the time limit on the Solar PV Program?

The objective of the Solar PV Program is to procure 250 MW DC of photovoltaic energy from independent power producers over five years. Each Final Agreement resulting from the Program will run for a term of 20 years.

7. Will there be a regulatory approval process for these contracts?

Yes, SCE's obligations to purchase power under a Final Agreement will become effective upon CPUC approval of the Final Agreement, and the term of the Final Agreement must start within 18 months of CPUC approval (subject to limited exceptions). If a Final Agreement is entered into between SCE and any of its affiliates, such Final Agreement may also require an approval by the FERC. In such an instance, SCE's obligations under the Final Agreement will become effective upon approval by both the CPUC and the FERC.

8. Can I participate in the RFO if I am already participating in the California Solar Initiative or a net energy metering tariff?

No, you may not participate in the Solar Photovoltaic RFO if the specific Generating Facility is already participating in the California Solar Initiative or any net energy metering tariff.

9. How do I connect my renewable generator to the SCE grid?

You must first contact SCE's Grid Interconnection and Contract Development Department to determine whether the SCE electric circuit you plan on interconnecting to is part of SCE's distribution system or SCE's transmission system. If it is determined that the electric circuit that you are planning to interconnect to is part of SCE's distribution system, then you must file for interconnection service and distribution service under the Wholesale Distribution Access Tariff (WDAT). If it is determined that the electric circuit that you are planning to interconnect to is part of the transmission system, then you must file for interconnection with the California Independent System Operator (CAISO).

Information on filing an interconnection application under the WDAT or under the CAISO can be found at the following link:
http://www.sce.com/AboutSCE/Regulatory/openaccess/default.htm

Any questions regarding interconnection may be directed to:

Nathan Smith
(626) 302-1148
Nathan.Smith@sce.com

10. Do I meet the minimum level of developer experience if I have completed two or more projects of similar technology and developed projects of cumulative capacity of at least 1 MW over the course of my career?

SCE is interested in the experience of the development team. If the members of the development team have collectively developed two or more projects using similar technology with cumulative capacity of at least 1MW, the development team has met

the requirement. The team is not required to have accomplished this in one company to meet this requirement.

11. What is the purpose of the Solar PV Program Areas Map?

The Areas Map is intended to help Offerors identify sites that may require minimal upgrades to interconnect to SCE's electric circuit, a condition that may facilitate the interconnection process. However, it does not mean that areas that are not identified are necessarily poor development sites, or conversely. SCE does not guarantee that conditions in the areas identified on the Areas Map will remain the same or that property suitable for the Solar PV Program is available in these areas.

12. Will SCE provide a list of conference attendees?

No. SCE protects the privacy of its customers and vendors and will not release contact information without consent.

13. I am interested in submitting a proposal for a larger than 5 MW project. When and how may I obtain the appropriate pro forma agreement?

SCE is preparing the pro forma agreement for generating facilities greater than 5 MW DC and not greater than 10 MW DC, and will post it on the SPVP-IPP web site as soon as it is available.

14. What should I do in the meantime, in order to provide a responsive non-binding offer package for the >5 MW DC project?

Please provide the data in Section 2 and Appendix B of the pro forma standard agreement that is currently posted on the SPVP-IPP web site.

15. Does the levelized indicative non-binding offer that must be below $260/MWh include TOD Factors? How frequently do the TOD Factors change?

The price after the application of TOD Factors must not be greater than $260/MWh. The price cap before the application of TOD Factors is $192.50/MWh AC.

16. What demonstrates site control?

You must either own the property, have a lease, or an option to lease. Memoranda of Understanding (MOUs) do not qualify as demonstration of site control.

17. Does international experience count toward the minimum level of developer experience?

Yes.

18. Does EPC experience count as part of the developer team experience?

Yes, EPC experience counts as part of the developer team experience to the extent that it is written into contractual requirements, and the experience is on solar PV projects similar to the project that is the subject of the offer.

19. Since selection is based on price, will SCE choose the first 50 MW of qualified responses ranked in order of price?

SCE will rank the binding offers from lowest price to highest price, but the amount of actual MW taken will depend on the market results. SCE is not obligated to procure exactly 50 MW DC in this RFO. Less than or more than 50 MW DC may be procured, depending on the offers received.

20. Will final offers be evaluated against other offers connected to the same PNode, or against all other offers?

Offers are not evaluated on a node-to-node basis; they are assessed in aggregate across all PNodes.

21. Is SCE accepting offers outside of the zones indicated in the Solar PV Program Areas Map?

Yes, SCE is accepting offers outside the red zones in the Areas Map, but you do need to be within SCE's service territory in order to be eligible.

22. Will SCE accept non-electronic delivery of Offers?

No. Everything must be delivered electronically. The only exception is the delivery of the executed Agreements with the Binding Offer on July 19.

23. What is the difference between the non-binding offer and an offer in the reverse auction process?

The non-binding offer is a qualification step to screen out non-eligible participants. The binding offer step is a reverse auction, in which offerors submit their "best and final" offers. There will be no multi-round process in this RFO.

24. What is the role of the Market Price Referent in the Solar PV RFO?

The Market Price Referent has no relevance to this process. The only price defined is the maximum price cap of $192.50/MWh AC before application of TOU Factors. This is a price cap defined by the CPUC.

25. Does pricing play a role in the short-list notification?

The short-listing process based on SCE's evaluation of non-binding offers is intended to screen out candidates who have not met the program requirements. As long as the Non-Binding Price is below the price cap and the corresponding offer has met all other eligibility criteria, the offer will be short-listed.

26. What can a building owner expect to receive in rental income?

SCE does not have information on this. The amount a building owner can expect from leasing a rooftop depends on the agreement made between the building owner and the project developer.

27. Are there any restrictions on the number of contracts a developer can win?

No, there are no supplier concentration screens.

28. Does SCE have a preference for project size?

There is no preference for project size. Offers are evaluated based on price and eligibility requirements. The project size constraints to be eligible for the program are a minimum of 500 kW DC and a maximum of 10 MW DC. The goal of the program is to contract for the Product from photovoltaic generating facilities primarily 1-2 MW DC, primarily on rooftops.

29. Does the offer price have to be fixed throughout the life of the term?

No, an offeror may submit an offer with an escalating price, as long as the escalator is fixed and the levelized cost of energy is below the price cap.

30. What happens if the interconnection studies show that I can only connect a lower MW rating than what was proposed?

An interconnection study will not show that. It will provide an estimate of what it will cost (i.e., what new facilities or upgrades are required) to interconnect the new generating capacity specified in the application.

31. What is the definition of a roof? Does a parking lot shade structure count as a roof?

SCE will require a picture of the rooftop to determine whether the building structure qualifies as a rooftop. The top of a carport would qualify as a rooftop.

32. Can SCE reject all offers or does it have to retain a percentage of offers in the RFO?

SCE is not obligated to accept a certain proportion of the offers in any specific round of RFOs. Flexibility is provided in the CPUC resolution, and the CPUC has encouraged SCE to accelerate its purchase of solar PV energy if market conditions are favorable.

33. Is it possible to have both a generating facility under the Solar PV Program and a net metering project on the same roof?

Yes, it is possible, as long as they are not one and the same generating facility. Solar PV Program projects may not receive incentives from any net energy metering program.

34. How does this program compare to CREST?

CREST is a tariff; SCE will execute a CREST agreement with any applicant who meets all program requirements. The CREST program offers a specific price (the market price referent) for a specific duration of the agreement. The term may be 10, 15 or 20 years. In the Solar PV Program, all contracts have 20-year terms, and short-listed offers compete on price. For detailed information on the CREST program, see www.sce.com/crest.

35. Will SCE accept offers with energy storage in the Solar PV Program?

Yes, if all the stored energy is generated by the PV generating facility.

36. Will financial strength of a project be a determining factor in the evaluation process?

Offers under the Solar PV Program will not be evaluated on their financial strength.

37. Will SCE be publishing the average award value of the PPAs?

SCE must submit a confidential report to the CPUC. This report becomes public information three years after the project becomes commercial.

38. What is the discount rate that SCE uses in evaluating offers?

SCE uses 10% as the discount rate in its evaluation of offers. This is important if you plan on submitting an offer with an escalating price.

39. What unit does the Revenue Calculator use?

The Revenue Calculator shows payments in $/MWh AC.

40. What is the Generation Meter Multiplier in the Revenue Calculator?

There is no need to enter a generation meter multiplier. It is set to 1 and does not impact the revenue output. Input in the Generation Profile what you believe will go through the meter in MW AC.

41. Do I need to submit a Revenue Calculator in my offer submittal?

No, the Revenue Calculator is a tool SCE has provided purely for the offeror's benefit. You may choose to use or not use it. It is an aid to help you apply the TOU Factors properly. Please do not submit a Revenue Calculator to SCE under the Solar PV Program.

42. What is the process for levelizing the cost of energy?

SCE will calculate the levelized value of a cash flow stream using a 10% discount rate.

43. Can I still meet the July 19th Binding Offer deadline if there is a Systems Impact Study required for my project?

If your project requires a Systems Impact Study, you may not meet the July 19th deadline for submitting a Binding Offer. If you do miss the deadline, you will not be eligible for the first RFO. You may resubmit your offer in the next RFO.

44. If I find out after short-list notification that I will not receive a building permit, can I submit a backup site and still be eligible for the next step in the RFO process?

Yes, you will remain eligible as long as you demonstrate site control for the back-up site, the site connects to the same Pnode, and the project can come online according to the original schedule.

45. If my project fits within the red squares on the map, does that mean that I have a better chance of not needing to pay for network upgrades?

The Areas Map was generated with the intention of identifying points on the grid where interconnection may be less time consuming and less expensive. It makes no guarantees on the costs you may incur for network upgrades.

46. What is the cost of a feasibility study, systems impact study, and a facility study on a 3 MW generating facility if I cannot do the fast track interconnection process?

The cost for a Systems Impact Study is approximately $10,000; $25,000 for a Facility Study; and Feasibility Studies would be waived for a project for this size.

47. Is there any type of reimbursement agreement that interconnection applicants can enter into to share the cost of network upgrades?

No, those applicants that come after a network upgrade do not have to pay for those upgrade costs. If your project is identified to pay for upgrades and you back out, the project behind yours will have to pay the cost.

48. Who performs the upgrades – SCE or a third party?

SCE performs the upgrades to the system and may elect to use contractors, but Offerors may not perform the upgrades themselves.

49. Is there a map showing where the substations are?

No, we cannot share this information; this is considered critical energy infrastructure.

50. Is there any way to further increase the detail on the Areas Map?

The points on the map meet certain engineering criteria. We do not want the map to drive all of your decisions; it is meant to be a supplement to your decision making process.

51. What screening was done to identify the areas on the Areas Map?

Two criteria were employed in the development of the Areas Map. They are the amount of generation currently connected to the system and the load in that area.

Attachment B

CONFIDENTIAL

Attachment C

CONFIDENTIAL

Attachment D

REDACTED

SPVP Site Descriptions

	Direct Capital costs [1]	Operations and maintenance expenses	Generating capacity (MW/ dc)	Host Customer	Host Tenant	Annual Lease Costs[3]	Progress toward completion
SPVP 001	$701,226	$70,540	2.44 MW	Palmtree Acquisition Corp.	Specialty Merchandise Corp	$61, 246	100%
SPVP 002	$5,625,825	N/A[2]	1.22 MW	Kennedy-Centerpointe Distribution Center, LLC	Procter & Gamble	$30,000	100%
SPVP 003	$2,988,767	N/A[2]	1.22 MW	AMB Property, LP	Vacant		73%[4]

NOTE: Unless otherwise specified, all costs included in this attachment are reflective of costs incurred during the calendar year 2009.

[1] The first three SPVP units have a reasonableness threshold of $5.50 per watt, which is 43% greater than the reasonableness threshold for the remaining program.

[2] SPVP has not yet incurred any maintenance expenses for SPVP sites 002 or 003. Operations and maintenance expenses on a project-specific basis include those costs incurred for Project O&M (array cleaning and maintenance, inverter monitoring, and data acquisition system monitoring) and are exclusive of lease costs.

[3] SPVP 003 lease costs are confidential and projected since SCE has not yet incurred lease expenses for this site.

[4] Construction on SPVP Site 003 was 73% complete as of June 21, 2010.

Attachment E

CONFIDENTIAL

Attachment F

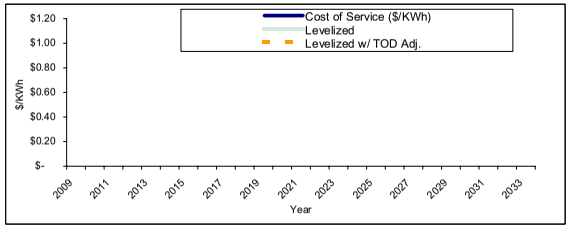
REDACTED

SPVP UOG 2010 Annual Report
LCOE Calculation for Pilot Site #1

	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Nominal Capital	11,171	930																								
Revenue Requirement		2,078	1,785	1,668	1,572	1,443	1,370	1,330	1,264	1,199	1,134	1,068	1,003	938	873	807	742	677	612	546	442	0	0	0	0	
Operating Costs																										
Misc. Expenses	2.2	4.4	4.5	4.5	4.5	4.5	4.5	4.6	4.7	4.8	4.9	5.0	5.1	5.2	5.2	5.3	5.4	5.5	5.6	5.7	5.8	5.9	6.0	6.1	6.2	6.4
Program Labor	4.5	15.7	21.5	21.7	21.7	21.7	21.6	5.5	5.6	5.7	5.8	5.9	6.1	6.2	6.3	6.4	6.5	6.6	6.7	6.8	7.0	7.1	7.2	7.3	7.5	7.6
Site O&M Expenses		34.9	35.3	35.8	36.4	37.2	37.9	38.7	39.4	40.1	40.9	41.7	42.5	43.3	44.0	44.8	45.6	46.4	47.2	48.0	48.8	49.7	50.5	51.4	52.4	53.3
Lease Costs	[redacted]																									
Total Operating																										
Total Program Costs																										
MWh (AC)		2,844	3,847	3,847	3,847	3,847	3,847	3,847	3,847	3,847	3,847	3,847	3,847	3,847	3,847	3,847	3,847	3,847	3,847	3,847	3,847	3,847	3,847	3,847	3,847	3,847
Cost of Service ($/KWh)		[redacted]																								

NPV	[redacted]
Levelized	
Avg MWhs (AC)	3,747
Average $/KWh	[redacted]
TOD Factor	1.39
$/KWh with TOD	[redacted]

Assumptions	
Size (MW dc)	2.44
Forecast Capacity Factor (dc)	20%
Program Labor After Launch	25%
Conversion DC/AC	90%
Program Labor Allocated per Site	1.0%
Installed Capital Cost (nominal $/KW)	4,578
Labor Loader	51%
Escalation	June 2010, Global Insight Deflator
Discount Rate	10%
Project Life (Years)	25
ITC	30%

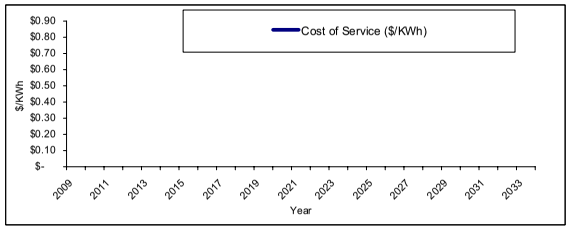


SPVP UOG 2010 Annual Report
LCOE Calculation for Pilot Site #2

	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Nominal Capital	2	5,997																								
Revenue Requirement		1,030	885	827	779	715	679	659	627	594	562	530	497	465	433	400	368	336	303	271	219	0	0	0	0	0
Operating Costs																										
Misc. Expenses	2.2	7.8	10.8	10.8	10.8	10.8	10.8	11.0	11.2	11.4	11.7	11.9	12.1	12.3	12.6	12.8	13.0	13.2	13.5	13.7	13.9	14.2	14.4	14.7	14.9	15.2
Program Labor	2.2	7.8	10.8	10.8	10.8	10.8	10.8	2.8	2.8	2.9	2.9	3.0	3.0	3.1	3.1	3.2	3.3	3.3	3.4	3.4	3.5	3.5	3.6	3.7	3.7	3.8
Site O&M Expenses		0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.7	0.7	0.7	0.7
Lease Costs	[redacted]																									
Total Operating																										
Total Program Costs																										
MWh (AC)*		47	1,924	1,924	1,924	1,924	1,924	1,924	1,924	1,924	1,924	1,924	1,924	1,924	1,924	1,924	1,924	1,924	1,924	1,924	1,924	1,924	1,924	1,924	1,924	1,924
Cost of Service ($/KWh)	[redacted]																									

NPV	[redacted]
Levelized	
Avg MWhs (AC)	1,736
Average $/KWh	[redacted]
TOD Factor	1.39
$/KWh with TOD	[redacted]

Assumptions	
Size (MW dc)	1.22
Forecast Capacity Factor (dc)	20%
Program Labor After Launch	25%
Conversion DC/AC	90%
Program Labor Allocated per Site	0.5%
Installed Capital Cost (nominal $/KW)	1
Labor Loader	51%
Escalation	June 2010, Global Insight Deflator
Discount Rate	10%
Project Life (Years)	25
ITC	30%



* 2008 recorded MWh AC for December only

SPVP UOG 2010 Annual Report Inputs

SPVP - Revised O&M

x$1000	2008	2009	2010	2011	2012	2013	2014	Total
MW Installed Assumption	2.44	3.66	45.66	95.66	145.66	195.66	250	
Misc. Expenses	146.4	296.2	304.6	306.2	306.4	306.3	305.7	1,666.0
Program Labor	303.3	1,061.2	1,457.8	1,465.3	1,466.3	1,466.1	1,462.9	7,219.9
Site O&M Expense	-	61.3	662.9	1,396.0	2,127.2	2,856.9	3,642.5	7,104.4
Lease Costs	[redacted]							
O&M Expense								

$ 2008

Escalation Percentages	2010	2011	2012	2013	2014
Global Insight, June 2010	1.01531	1.02054	1.02125	1.02107	1.01888
Rents 550: JRENT	1.03274	1.07716	1.12393	1.15900	1.21668

	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2039	2040
20 Year	17.2%	14.7%	13.8%	13.0%	11.9%	11.3%	11.0%	10.4%	9.9%	9.4%	8.8%	8.3%	7.8%	7.2%	6.7%	6.1%	5.6%	5.1%	4.5%	3.7%	0.0%	0.0%	0.0%	0.0%	0.0%						
25 Year	16.4%	14.1%	13.2%	12.6%	11.6%	11.1%	10.9%	10.4%	10.0%	9.6%	9.2%	8.7%	8.3%	7.9%	7.4%	7.0%	6.6%	6.1%	5.7%	5.3%	4.8%	4.4%	4.0%	3.5%	2.8%						
GDP-IDP*	1.1%	1.5%	1.8%	2.0%	2.0%	2.0%	1.9%	1.9%	2.0%	1.9%	1.9%	1.8%	1.8%	1.8%	1.7%	1.7%	1.7%	1.7%	1.7%	1.7%	1.7%	1.8%	1.8%	1.8%	1.8%	1.8%	1.8%	1.8%	1.8%	1.9%	1.8%

*Global Insight, June 2010

	20 Years, with 30% ITC	25 Years, with 30% ITC
2009	17.2%	16.4%
2010	14.7%	14.1%
2011	13.8%	13.2%
2012	13.0%	12.6%
2013	11.9%	11.6%
2014	11.3%	11.1%
2015	11.0%	10.9%
2016	10.4%	10.4%
2017	9.9%	10.0%
2018	9.4%	9.6%
2019	8.8%	9.2%
2020	8.3%	8.7%
2021	7.8%	8.3%
2022	7.2%	7.9%
2023	6.7%	7.4%
2024	6.1%	7.0%
2025	5.6%	6.6%
2026	5.1%	6.1%
2027	4.5%	5.7%
2028	3.7%	5.3%
2029	0.0%	4.8%
2030	0.0%	4.4%
2031	0.0%	4.0%
2032	0.0%	3.5%
2033	0.0%	2.8%

	TOU Period	Hours	TOD Factor	Weight	Weighted Average
20	Summer - on	512	3.13	0.15	0.46
25	Summer – mid	768	1.35	0.22	0.30
	Winter - mid	2189	1	0.63	0.63
	Weighted Average				1.39

$ in Thousands	2010 Budget
Total P&B + Payroll Tax	[redacted]
Capitalized Labor	[redacted]
Loading rate for P&B + Payroll Tax	51.45%

Attachment G

SPVP Monthly Generation from January 1, 2009 to December 31, 2009

Month	SPVP 001 MWh	SPVP 002 MWh
Jan-09	182.648	X
Feb-09	181.494	X
Mar-09	293.095	X
Apr-09	327.808	X
May-09	344.382	X
Jun-09	275.636	X
Jul-09	327.133	X
Aug-09	261.687	X
Sep-09	210.277	X
Oct-09	161.990	X
Nov-09	137.347	X
Dec-09	140.086	47.478

Site Name Legend

SPVP001= SPVP 001, PL, Fontana Bldg #1, 13230 San Bernardino Ave., Fontana.
SPVP002= SPVP 002, KEN, Chino Bldg #X, 14701 Yorba Ave, Chino.

VERIFICATION

I am a Manager in the Renewable and Alternative Power Department of Southern California Edison Company and am authorized to make this verification on its behalf. I am informed and believe that the matters stated in the foregoing pleading are true.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this **1st day of July, 2010**, at Rosemead, California.

/s/ Laura Genao

By: Laura Genao

SOUTHERN CALIFORNIA EDISON COMPANY

2244 Walnut Grove Avenue
Post Office Box 800
Rosemead, California 91770

CERTIFICATE OF SERVICE

I hereby certify that, pursuant to the California Public Utilities Commission's Rules of Practice and Procedure, I have this day served a true copy of the **SOUTHERN CALIFORNIA EDISON COMPANY'S (U 338-E) ANNUAL COMPLIANCE REPORT ON THE SOLAR PHOTOVOLTAIC PROGRAM** on all parties identified on the attached service list(s). Service was effected by one or more means indicated below:

Transmitting the copies via e-mail to all parties who have provided an e-mail address. First class mail will be used if electronic service cannot be effectuated.

Executed this **14th day of July, 2010**, at Rosemead, California.

/s/ Melissa Schary
By: Melissa Schary

Project Analyst
SOUTHERN CALIFORNIA EDISON COMPANY

2244 Walnut Grove Avenue
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Rosemead, California 91770

CPUC Home

CALIFORNIA PUBLIC UTILITIES COMMISSION
Service Lists

PROCEEDING: A0803015 - EDISON - TO IMPLEMEN
FILER: SOUTHERN CALIFORNIA EDISON COMPANY
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TOP OF PAGE
BACK TO INDEX OF SERVICE LISTS

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TOP OF PAGE
BACK TO INDEX OF SERVICE LISTS