

FORM APPROVED COUNTY COUNSEL 3/4/16  
 BY: GREGORY P. PRIAMOS DATE

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

166



**FROM:** Economic Development Agency

**SUBMITTAL DATE:**  
 March 17, 2016

**SUBJECT:** Rule 21 Generator Interconnection Agreement for Exporting Generating Facilities between the County of Riverside and Southern California Edison, District 1, [\$0]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve and authorize the Chairman of the Board to execute the Rule 21 Generator Interconnection Agreement for Exporting Generating Facilities for the Ben Clark Training Center solar generating facility by and between the County of Riverside and Southern California Edison (SCE).

**BACKGROUND:**  
Summary

(Commences on Page 2)

Robert Field  
 Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent Policy <b>A</b>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** N/A  
 Budget Adjustment: No  
 For Fiscal Year: 2015/16

**C.E.O. RECOMMENDATION:**

APPROVE

BY:   
 Rohini Dasika

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Ashley and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Benoit and Ashley  
 Nays: None  
 Absent: Washington  
 Date: March 29, 2016  
 xc: EDA

Kecia Harper-Ihem  
 Clerk of the Board  
 By:   
 Deputy

- Positions Added
- Change Order
- A-30
- 4/5 Vote

Prev. Agn. Ref.: 3.26 of 6/30/14, 3.22 of 5/20/14, 9.1, of 10/28/14 | District: 1 | Agenda Number:

3-14

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

Economic Development Agency

**FORM 11:** : Rule 21 Generator Interconnection Agreement (GIA) for Exporting Generating Facilities between the County of Riverside and Southern California Edison, District 1, [\$0]

**DATE:** March 17, 2016

**PAGE:** 2 of 2

**BACKGROUND:**

**Summary**

On May 20, 2014 the county entered into a Program Development Agreement with Chevron Energy Solutions (now OpTerra Energy Services) to provide a detailed analysis of possible Energy Conservational Measures at various county facilities. On October 28, 2014, the Board of Supervisors approved the \$54.6 million project to install solar systems at ten county sites.

Before the Ben Clark Training Center solar generating system can be connected to the electrical grid, there must be a signed Rule 21 Generator Interconnection Agreement between Riverside County and SCE. The Rule 21 Generator Interconnection Agreement outlines the rules for connecting the system to the SCE grid. The Ben Clark Training Center solar generating system is projected to generate 1,925,228 kWh annually. In this agreement, SCE also details the electric equipment that will need to be installed so that the solar system can be connected to the SCE grid.

Also provided are estimates of SCE's cost for equipment, engineering, procurement and construction work needed to connect the Ben Clark solar generating system to SCE's grid. As part of the county's Energy Services Contract with OpTerra Energy Services, the cost of this agreement is covered by OpTerra and has been paid to SCE. The county will incur no financial costs associated with the Rule 21 Generator Interconnection Agreement.

**Impact on Citizens and Businesses**

The impact of this project will result in reducing the county's overall cost of purchased electricity and will reduce the county's electrical consumption. The availability of shaded parking will also benefit the many visitors to the training center. Also, the Ben Clark Training Center solar system is expected to generate 1,925,228 kWh per year which will remove 1,328 metric tons of greenhouse gas equivalents annually from Riverside County air. This will help improve the air quality of the county.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

There are no county costs associated with this agreement, thus no net county costs will be incurred.

**Attachments:**

Rule 21 Generator Interconnection Agreement – Ben Clark Training Center

January 8, 2016

Daniel Smith  
Opterra Energy Services  
765 The City Drive South, Suite 475  
Orange, CA 92868

RE: Generator Interconnection Agreement for the (County of Riverside - Ben Clark Training Center-GFID 8218)

Dear Daniel:

Enclosed for execution by County of Riverside are the following two agreements based on the Rule 21 Generator Facility Interconnections:

1. Generator Interconnection Agreement (“GIA”)

These agreements are related to County of Riverside’s application for distribution service and interconnection service for the proposed County of Riverside - Ben Clark Training Center (“Project”), located in Riverside, California.

There are two originals of the agreement for the Project. Please have the original agreements executed, but only return one signed GIA to the address as follows:

Southern California Edison Company  
Grid Interconnections and Contract Development  
Attention: Processes and Controls  
2244 Walnut Grove Ave.  
Rosemead, CA 91770

The enclosed agreements must be signed and returned within **30 business days** pursuant to the Rule 21 or your project will be deemed **WITHDRAWN**. The signed agreements will be filed at FEREC, if applicable, within a few business days after being received by Southern California Edison’s Grid Interconnections & Contract Development.

Please do not send any payments at this time. When you are ready to send any required payments and security, please contact the Contract Manager listed below who has been assigned to assist you:

Tom Chi  
(626) 302-9117

P.O. Box 800  
2244 Walnut Grove Ave.  
Rosemead, CA 91770  
909-274-3438/PAX 63438  
Fax 909-274-3208  
mary.brown@sce.com

Tom.chi@sce.com

If you have any questions regarding the Agreement, please contact me at (909) 274-3438, or  
mary.brown@sce.com.

A handwritten signature in black ink, appearing to read "Mary J. Brown". The signature is written in a cursive style with a large initial "M".

Sincerely,

Mary J. Brown

**RULE 21 GENERATOR INTERCONNECTION AGREEMENT (GIA)  
FOR EXPORTING GENERATING FACILITIES  
(Applicable to RES-BCT)**

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**RULE 21 GENERATOR INTERCONNECTION AGREEMENT (GIA)  
FOR EXPORTING GENERATING FACILITIES  
(Applicable to Schedule RES-BCT)**

**BETWEEN**

**COUNTY OF RIVERSIDE**

**AND**

**SOUTHERN CALIFORNIA EDISON COMPANY**

**PROJECT: BEN CLARK TRAINING CENTER (SCE GFID8218)**

RULE 21 GENERATOR INTERCONNECTION AGREEMENT (GIA)  
FOR EXPORTING GENERATING FACILITIES  
(Applicable to RES-BCT)

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Attachment 1 – Glossary of Terms

Attachment 2 – Description and Costs of the Generating Facility, Interconnection Facilities, and Metering Equipment

Attachment 3 – One-line Diagram Depicting the 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 Cost Responsibility

RULE 21 GENERATOR INTERCONNECTION AGREEMENT (GIA)  
FOR EXPORTING GENERATING FACILITIES  
(Applicable to RES-BCT)

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Attachment 7 – Summary of Generating Facility and Interconnection Customer Account



RULE 21 GENERATOR INTERCONNECTION AGREEMENT (GIA)  
FOR EXPORTING GENERATING FACILITIES  
(Applicable to RES-BCT)

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This Interconnection Agreement (“Agreement” or “GIA”) is made and entered into this 24th day of March, 2016, by Southern California Edison Company (“Distribution Provider”), and County of Riverside (“Interconnection Customer”) each hereinafter sometimes referred to individually as “Party” or both referred to collectively as the “Parties.”

**Distribution Provider Information**

Distribution Provider:	Southern California Edison Company
Attention:	Grid Contract Management
Address:	2244 Walnut Grove Avenue
City: State: Zip:	Rosemead, California 91770
Phone:	(626) 302-9640
Fax:	(626) 302-1152

**Interconnection Customer Information**

Interconnection Customer:	County of Riverside
Attention:	Janet Purchase
Address:	3404 10 <sup>th</sup> Street Suite 300
City: State: Zip:	Riverside, CA 92501
Phone:	(951) 955-4898
Fax:	(951) 955-8405

Interconnection Customer Application No: GFID8218

WHEREAS, Interconnection Customer proposes to interconnect to the Distribution System; and

WHEREAS, the basis for the Parties entering into this Agreement is that the Interconnection Customer will export electrical energy to the grid pursuant to the Distribution Provider’s Schedule RES-BCT for Local Government Renewable Energy Self-Generation Bill Credit Transfer;

THEREFORE, in consideration of the mutual covenants set forth herein, the Parties agree as follows:

**Article 1. Scope and Limitations of Agreement**

1.1 Applicability

This Agreement shall be used for an interconnection governed by the Distribution Provider’s California Public Utilities Commission (“CPUC”) approved Electric Rule 21 (“Rule 21”) of a Generating Facility that satisfies all requirements of the Distribution Provider’s Schedule RES-BCT Local Government Renewable Energy Self-Generation Bill Credit Transfer (“Schedule RES-BCT”) for the export of electrical energy to the grid.

RULE 21 GENERATOR INTERCONNECTION AGREEMENT (GIA)  
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1.2 Purpose

This Agreement incorporates in its entirety the Distribution Provider's Rule 21, subject to any modifications the CPUC may direct in the exercise of its jurisdiction. This Agreement governs the terms and conditions under which the Interconnection Customer's Generating Facility will interconnect with, and operate in parallel with, the Distribution Provider's Distribution System. In the event of inconsistency between this Agreement and the terms of Rule 21, the provisions of the latter shall control.

1.3 No Agreement to Purchase or Deliver Power

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 Limitations

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 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 Generating Facility so as to reasonably minimize the likelihood of a disturbance adversely affecting or impairing the system or equipment of the Distribution

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(Applicable to RES-BCT)

---

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 GIA and the terms of the Distribution Provider's Interconnection Handbook, the terms in this GIA 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.

1.5.7 [Intentionally Omitted]

1.6 Parallel Operation Obligations

Once the 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 Generating Facility in the applicable balancing authority area, including, but not limited to; 1) the rules and procedures concerning the operation of generation set forth in Rule 21 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. Nothing in this provision replaces or alters the metering requirements of Schedule RES-BCT.

1.8 Reactive Power

1.8.1 The Interconnection Customer shall design its Generating Facility to maintain a composite power delivery at continuous rated power output at the Point of

RULE 21 GENERATOR INTERCONNECTION AGREEMENT (GIA)  
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Interconnection and the Generating Facility shall be capable of operating within a power factor range of 0.9 leading to 0.9 lagging, unless the Distribution Provider has established different requirements that apply to all similarly situated generators in the balancing authority area on a comparable basis. Operation outside this range is acceptable provided the reactive power of the Generating Facility is used to meet the reactive power needs of the host loads or that reactive power is otherwise provided under tariff by Distribution Provider. The Interconnection Customer shall notify Distribution Provider if it is using the Generating Facility for power factor correction. Unless otherwise agreed upon by the Interconnection Customer and Distribution Provider, Generating Facilities shall automatically regulate power factor, not voltage, while operating in parallel with Distribution Provider's Distribution System.

1.9 Capitalized Terms

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 Pursuant to Rule 21, the Interconnection Customer shall test and inspect its Generating Facility and Interconnection Facilities prior to interconnection. The Interconnection Customer shall notify the Distribution Provider of such activities no fewer than five (5) 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 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 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 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

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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 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 Generating Facility first operates in parallel to inspect the interconnection, and observe the commissioning of the Generating Facility (including any required testing), startup, and operation for a period of up to three (3) Business Days after initial start-up of the unit. In addition, the Interconnection Customer shall notify the Distribution Provider at least five (5) Business Days prior to conducting any on-site verification testing of the 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 Costs associated with this Article are subject to the relevant provisions of Rule 21.

**Article 3. Effective Date, Term, Termination, and Disconnection**

3.1 Effective Date

This Agreement shall become effective upon execution by the Parties.

3.2 Term of Agreement

This Agreement shall become effective on the Effective Date and shall remain in effect for a period of twenty (20) years from the Effective Date or such other longer period as the Parties may agree and shall be automatically renewed for each successive one-year period thereafter, unless terminated earlier in accordance with Article 3.3 of this

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(Applicable to RES-BCT)

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Agreement.

3.3 Termination

No termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination.

3.3.1 The Interconnection Customer may terminate this Agreement at any time by giving the Distribution Provider sixty (60) calendar days prior written notice.

3.3.2 Either Party may terminate this Agreement after Default pursuant to Article 7.6.

3.3.3 This Agreement will terminate immediately without notice from the Distribution Provider upon (1) the Interconnection Customer's termination of service under Schedule RES-BCT, or (2) the Interconnection Customer's failure to satisfy the requirements for service under Schedule RES-BCT.

3.3.3.1 Interconnection Customer is responsible for complying with the requirements for service under Schedule RES-BCT and must notify Distribution Provider (1) sixty (60) calendar days in advance of Interconnection Customer's termination of service under Schedule RES-BCT, or (2) immediately upon its failure to satisfy the requirements for service under Schedule RES-BCT. If Interconnection Customer fails to provide such notice, it is wholly responsible for any penalties incurred from any Governmental Authority or the California Independent System Operator Corporation ("CAISO"), including penalties and charges incurred by the Distribution Provider, as a result of this failure to notify the Distribution Provider.

3.3.3.2 If Interconnection Customer is no longer eligible for a Rule 21 interconnection then Distribution Provider may terminate this Agreement.

3.3.4 Upon termination of this Agreement, the 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 GIA or such non-terminating Party otherwise is responsible for these costs under this GIA.

3.3.5 The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of the termination.

3.3.6 The provisions of this Article shall survive termination or expiration of this Agreement.

3.3.7 If the Generating Facility no longer falls within the scope and description

RULE 21 GENERATOR INTERCONNECTION AGREEMENT (GIA)  
FOR EXPORTING GENERATING FACILITIES  
(Applicable to RES-BCT)

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provided in Article 1.1 of this Agreement, this Agreement is terminated.

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 Generating Facility or the Interconnection Customer's Interconnection Facilities. Under Emergency Conditions, the Distribution Provider may immediately suspend interconnection service and temporarily disconnect the 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 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 Generating Facility and temporarily disconnect the 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 (5) 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

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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 Generating Facility may cause disruption or deterioration of service to other customers served from the same electric system, or if operating the 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 Generating Facility. The Distribution Provider shall provide the Interconnection Customer with five (5) Business Day notice of such disconnection, unless the provisions of Article 3.4.1 apply.

3.4.5 Modification of the Generating Facility

The Interconnection Customer must receive written authorization from the Distribution Provider before making any change to the 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 Generating Facility.

3.4.6 Reconnection

The Parties shall cooperate with each other to restore the 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.



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(Applicable to RES-BCT)

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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 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 by the Interconnection Customer unless Article 5.2.1 directs otherwise.

5.2.1 Repayment of Amounts Advanced for Network Upgrades

To the extent that the applicable provision(s) of the CAISO Tariff provides for cash repayment to interconnection customers for contribution to the cost of 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 Generating Facility. Any repayment shall include interest calculated in accordance with the methodology set forth in FERC's regulations at

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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. To the extent that the CAISO Tariff does not provide for cash repayment to interconnection customers for contribution to the cost of Network Upgrades, Interconnection Customer is not entitled to a cash repayment for amounts paid to the Distribution Provider and Affected System operator for Network Upgrades, and no cash repayment shall be made pursuant to this Agreement.

5.2.1.1 If the Interconnection Customer is entitled to a cash repayment pursuant to Article 5.2.1, 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 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 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 if the Interconnection Customer is entitled to a cash repayment pursuant to Article 5.2.1. 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 [Intentionally Omitted]

5.4 Rights Under Other Agreements

Notwithstanding any other provision of this Agreement, nothing herein shall be construed

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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 Generating Facility.

**Article 6. Billing, Payment, Milestones, and Interconnection 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, including any applicable taxes, 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 thirty (30) calendar days of receipt, or as otherwise agreed to by the Parties.

6.1.2 Within three (3) 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 thirty (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

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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 Interconnection Financial Security Arrangements

6.3.1 Interconnection Financial Security for Interconnections under the Fast Track Process

For Generating Facilities that qualify for interconnection under the Fast Track Process, at least twenty (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 Interconnection Financial Security 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.

6.3.2 Interconnection Financial Security for Interconnections under the Independent Study Process and Transmission Cluster Study Process

The Interconnection Customer is obligated to provide all necessary Interconnection Financial Security required under Rule 21 Section F.4 if studied under the Independent Study Process. The Interconnection Customer is obligated to provide all necessary Interconnection Financial Security required under Section 4.8 of the GIP if studied under the Transmission Cluster Study Process.

**Article 7. Assignment, Liability, Indemnity, Uncontrollable Force, Consequential Damages, and Default**

7.1 Assignment

This Agreement may be assigned by either Party upon fifteen (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 Generating Facility, provided that the

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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 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.

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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.

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

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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 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 sixty (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 sixty (60) calendar days, the defaulting Party shall commence such cure within twenty (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 General Liability and Additional Insurance

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 California. 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 (10) Business Days prior to the anticipated Parallel 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.

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8.2 Maintenance of Insurance

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 pursuant to this Agreement.

8.3 Notification

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 Definition of Confidential Information

The confidentiality provisions applicable to this Agreement are set forth in Section D.7, Confidentiality of Rule 21 and in the following provisions included in this Article.

9.1.1 Release of Confidential Information

Neither Party shall release or disclose Confidential Information to any other person, employees, consultants, or to parties who may be or considering providing financing to or equity participation with Interconnection Customer, or to potential purchasers or assignees of Interconnection Customer, on a need-to-know basis in connection with these procedures, unless such person has first been advised of the confidentiality provisions of this Article and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Article.

9.1.2 Rights

Each Party retains all rights, title, and interest in the Confidential Information that each Party discloses to the other Party. The disclosure by each Party to the other Party of Confidential Information shall not be deemed a waiver by either Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

9.1.3 No Warranties

By providing Confidential Information, neither Party makes any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, neither Party obligates itself to provide any particular information or Confidential Information to the other Party nor to enter into any further agreements or proceed with any other relationship or joint venture.



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9.1.4 Standard of Care

Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination; however, in no case shall a Party use less than reasonable care in protecting Confidential Information. Each Party may use Confidential Information solely to fulfill its obligations to the other Party under this Agreement or its regulatory requirements.

9.1.5 Order of Disclosure

If a court or a Government Authority or entity with the right, power, and apparent authority to do so requests or requires either Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Party with prompt notice of such request(s) or requirement(s) so that the other Party may seek an appropriate protective order or waive compliance. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

9.1.6 Remedies

The Parties agree that monetary damages would be inadequate to compensate a Party for the other Party's Breach of its obligations under this Article. Each Party accordingly agrees that the other Party shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party Breaches or threatens to Breach its obligations under this Article, which equitable relief shall be granted without bond or proof of damages, and the receiving Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the Breach of this Article, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Article.

**Article 10. Disputes**

10.1 Dispute Resolution

Any dispute arising between the Parties regarding a Party's performance of its obligations under this Agreement or requirements related to the interconnection of the Generating

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Facility shall be resolved according to the procedures in Rule 21.

**Article 11. Taxes**

11.1 Applicable Tax Laws and Regulation

The Parties agree to follow all applicable tax laws and regulations, consistent with CPUC policy and Internal Revenue Service requirements.

11.2 Maintenance of Tax Status

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 California (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.

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

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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, and any incorporated tariffs or Rules, 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 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. 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 Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party

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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 CPUC Modification

Unless otherwise ordered by the CPUC, this Agreement at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

12.13 Review of Records and Data

12.13.1 The Distribution Provider shall have the right to review and obtain copies of Interconnection Customer's operations and maintenance records, logs, or other information such as, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Interconnection Customer's Generating Facility or its interconnection with Distribution Provider's Distribution System.

12.13.2 The Interconnection Customer authorizes the Distribution Provider to release to the California Energy Commission ("CEC"), the CAISO, and/or the CPUC information regarding the Generating Facility, including the Interconnection

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Customer's name and location, and the size, location and operational characteristics of the Generating Facility, as requested from time to time pursuant to the CEC's, CAISO's, or CPUC's rules and regulations.

**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 carrier service, or sent by first class mail, postage prepaid, to the person specified below:

If to the Interconnection Customer:

Interconnection Customer: County of Riverside  
Attention: Janet Purchase  
Address: 3403 10<sup>th</sup> Street, Suite 300  
City: State: Zip: Riverside, CA 92501  
Phone: (951) 955-4898  
Fax: (951) 955-8405

If to the Distribution Provider:

Distribution Provider: Southern California Edison Company  
Attention: Grid Contract Management  
Address: 2244 Walnut Grove Avenue  
City: State: Zip: Rosemead, California 91770  
Phone: (626) 302-9640  
Fax: (626) 302-1152

**13.2 Billing and Payment**

Billings and payments shall be sent to the addresses set out below:

Interconnection Customer: County of Riverside  
Attention: Janet Purchase  
Address: 3403 10<sup>th</sup> Street, Suite 300  
City: State: Zip: Riverside, CA 92501

Distribution Provider: Southern California Edison Company  
Attention: Accounts Receivable (GCM)  
Address: P. O. Box 800  
2244 Walnut Grove Avenue  
City: State: Zip: Rosemead, CA 91771-0001

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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: County of Riverside  
Attention: Janet Purchase  
Address: 3403 10<sup>th</sup> Street, Suite 300  
City: State: Zip: Riverside, CA 92501  
Phone: (951) 955-4898  
Fax: (951) 955-8405

If to the Distribution Provider:

Distribution Provider: Southern California Edison Company  
Attention: Grid Contract Management  
Address: 2244 Walnut Grove Avenue  
City: State: Zip: Rosemead, California 91770  
Phone: (626) 302-9640  
Fax: (626) 302-1152

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: County of Riverside  
Attention: Janet Purchase  
Address: 3403 10<sup>th</sup> Street, Suite 300  
City: State: Zip: Riverside, CA 92501  
Phone: (951) 955-4898  
Fax: (951) 955-8405

Distribution Provider's Operating Representative:

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Distribution Provider: Southern California Edison Company  
Attention: Grid Contract Management  
Address: 2244 Walnut Grove Avenue  
City: State: Zip: Rosemead, California 91770  
Phone: (626) 302-9640  
Fax: (626) 302-1152

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.

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**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: Jill Horswell  
Jill Horswell  
Title: Director, Contracts and Reliability Standards Operations

Date: January 7, 2016

For the Interconnection Customer

County of Riverside:  
N By: John J. Benoit  
John J. Benoit, Chairman  
Board of Supervisors  
T:

ATTEST:  
— KECIA HARPER-JHEM, Clerk  
By: [Signature]  
DEPUTY

Date: MAR 29 2016

FORM APPROVED COUNTY COUNSEL  
BY: Marshall Victor 3/4/16  
MARSHAL L. VICTOR DATE



### 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 and State Holidays.

**Default** - The failure of a breaching Party to cure its breach under the 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 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 and provides distribution service to the Interconnection Customer. 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-CAISO transmission and distribution facilities, owned, controlled and operated by the Distribution Provider that are used to provide distribution service, 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 Generating Facility. Distribution Upgrades do not include Interconnection Facilities.

**Fast Track Process** - The interconnection study process set forth in Section F.2 of Rule 21.

**Generating Facility** - The Interconnection Customer's device for the production or storage of electricity identified in Attachment 2 of the Agreement, but shall not include the Interconnection Customer's Interconnection Facilities.

**Generator Interconnection Procedures (GIP)** - The interconnection procedures applicable to

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an interconnection request pertaining to a Generating Facility set forth in Attachment I of the Distribution Provider's Wholesale Distribution Access Tariff, subject to any modifications FERC may direct in the exercise of its jurisdiction.

**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 Distribution Provider, or any Affiliate thereof.

**Independent Study Process** - The interconnection study process set forth in Rule 21 Section F.3.d.

**Interconnection Customer** - Any entity, including the Distribution Provider, Distribution Owner or any of the affiliates or subsidiaries of either, that proposes to interconnect its Generating Facility with the Distribution Provider's Distribution System. The definition of "Interconnection Customer" in this Agreement is intended to be identical to and used interchangeably with the definition of "Producer" in Rule 21.

**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 Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the 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 Financial Security** - Any of the financial instruments listed in Rule 21 Section F.4.a. that are posted by the Interconnection Customer to secure its financial obligations under this GIA.

**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

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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 Agreement and the terms of the Distribution Provider's Interconnection Handbook, the terms in this Agreement shall govern.

**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 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 CAISO, balancing authority area, or the Distribution Provider's requirements, including those set forth in the Agreement.

**Party or Parties** - The Distribution Provider, Distribution Owner, Interconnection Customer, Producer 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 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.

**Transmission Cluster Study Process** - The Transmission Cluster Study Process set forth in GIP Section 4.

**Transmission System** - Those facilities owned by the Distribution Provider that have been placed under the CAISO's operational control and are part of the CAISO 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.

**Description and Costs of the Generating Facility,  
Interconnection Facilities, and Metering Equipment**

Equipment, including the 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.

**Generating Facility:** See Attachment 5 for a description of the generating facility.

The Distribution Provider's Interconnection Facilities, Network Upgrades and Distribution Upgrades described in Attachments 2 and 6 of this GIA are preliminary based on a conceptual method of service and their associated estimated costs calculated using a standardized estimating approach. Such descriptions are subject to modification following completion of the Distribution Provider's detailed engineering and design, completion of the actual facilities constructed and installed, identification of field conditions, and compliance with applicable environmental and permitting requirements.

**1. Interconnection Facilities.**

- (a) **Interconnection Customer's Interconnection Facilities.** The Interconnection Customer shall:
- (i) Install one (1) 480V switchboard which complies with Distribution Provider's electrical service requirements as described in the Interconnection Handbook.
  - (ii) Procure and construct underground duct banks and related structures required for Distribution Provider's Interconnection Facilities ("Civil Construction") in accordance with specifications and designs provided by the Distribution Provider. The Distribution Provider may subsequently determine that the Civil Construction, or a portion thereof, may need to be owned by the Distribution Provider pursuant to Section 3(k) of Attachment 5 of this GIA.
  - (iii) Acquire, and provide to the Distribution Provider within thirty (30) calendar days following the Effective Date, an agreement from the property owner at *16791 Davis Ave., Riverside, CA.*, for the Distribution Provider to have the following:
    1. the right to enter property owner's premises for any purpose connected with the Distribution Provider's Interconnection Facilities or interconnection service,
    2. the right for the use of a Distribution Provider approved locking device if Interconnection Customer wants to prevent unauthorized access to Distribution Provider's Interconnection Facilities,

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3. the right for safe and ready access for Distribution Provider's personnel free from unrestrained animals,
  4. the right for unobstructed ready access for Distribution Provider's vehicles and equipment to install, remove, repair, and maintain its Interconnection Facilities,
  5. the right to remove Distribution Provider's Interconnection Facilities after termination of interconnection service.
- (iv) Install all required metering equipment at the Generating Facility, in accordance with Rule 21, the CAISO Tariff, and the Interconnection Handbook.
  - (v) Allow the Distribution Provider to install, in the switchboard provided by the Interconnection Customer, revenue meters, potential transformers ("PTs"), current transformers ("CTs"), and appurtenant equipment required to meter the retail load at the Generating Facility in accordance with Distribution Provider's electrical service requirements as described in the Interconnection Handbook.
  - (vi) Install all equipment necessary to comply with the power factor requirements of Article 1.8.1 of the GIA, including the ability to automatically regulate power factor to a schedule (VAR schedule) in accordance with the Interconnection Handbook.
  - (vii) Install all equipment and controls necessary to maintain the Generating Facility's output ramp rate within the parameters set forth by the Distribution Provider, in accordance with Attachment 5 of this GIA.
  - (viii) Install disconnect facilities in accordance with the Distribution Provider's Interconnection Handbook to comply with the Distribution Provider's switching and tagging procedures.
- (b) **Distribution Provider's Interconnection Facilities.** The Distribution Provider shall:
- (i) Install approximately 300 feet of primary cable and splices.
  - (ii) Install one (1) 1000kVA 12 kV/480V transformer.
  - (iii) Metering.  
Install revenue meters, PTs, CTs and appurtenant equipment required to meter the retail load at the Generating Facility. Notwithstanding that the meters, PTs, CTs and appurtenant equipment will be located on the Interconnection Customer's side of the Point of Change of Ownership, the Distribution Provider shall own, operate and maintain such facilities as part of the Distribution Provider's Interconnection Facilities.
  - (iv) Real Properties, Permits, and Environmental Health and Safety.  
Obtain easements and/or acquire land, obtain licensing and permits, and perform all required environmental activities for the installation of the Distribution Provider's Interconnection Facilities, including any associated telecommunications equipment.
2. **Network Upgrades.** See Attachment 6, Section 1.
3. **Distribution Upgrades.** See Attachment 6, Section 2.

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**4. Not Used.**

**5. Point of Change of Ownership.**

The Point of Change of Ownership shall be at the pull section of the new 480V switchboard panel provided, installed, and owned by the Interconnection Customer.

**6. Point of Interconnection.** At the Distribution Provider's padmounted equipment (PME) switchgear on the Distribution Provider's Plummer 12kV distribution line out of Cajalco 115/12kV Substation.

**7. One-Line Diagram of Interconnection.** See Attachment 3.

**8. Additional Definitions.** For the purposes of these Attachments, the following terms, when used with initial capitalization, whether in the singular or the plural, shall have the meanings specified below:

- (a) Accounting Practice: Generally accepted accounting principles and practices applicable to electric utility operations.
- (b) Applicable Reliability Council: The reliability council applicable to the Distribution System to which the Generating Facility is directly interconnected.
- (c) Applicable Reliability Standards: The requirements and guidelines of the North American Electric Reliability Corporation (NERC), the Applicable Reliability Council, and the Balancing Authority Area of the Distribution System to which the Generating Facility is directly interconnected, including the requirements adopted pursuant to Section 215 of the Federal Power Act.
- (d) Balancing Authority: The responsible entity that integrates resource plans ahead of time, maintains load-interchange-generation balance within a Balancing Authority Area, and supports interconnection frequency in real time.
- (e) Balancing Authority Area: The collection of generation, transmission, and loads within the metered boundaries of the Balancing Authority. The Balancing Authority maintains load-resource balance within this area.
- (f) CAISO Controlled Grid: The system of transmission lines and associated facilities that have been placed under the CAISO's Operational Control.
- (g) CAISO Tariff: The California Independent System Operator FERC Electric Tariff.
- (h) Capital Additions: Any modifications to the Distribution Provider's Interconnection Facilities. Such modifications may be any Units of Property which are added to the

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Distribution Provider's Interconnection Facilities; the enlargement, modification or betterment of any Units of Property constituting a part of the Distribution Provider's Interconnection Facilities; or the replacement of any Units of Property constituting a part of the Distribution Provider's Interconnection Facilities, irrespective of whether such replacement constitutes an enlargement, modification or betterment of that which it replaces; and the costs of which additions, enlargements, modifications, betterments or replacements in accordance with Accounting Practice would be capitalized and have not previously been included in the Interconnection Facilities Cost.

- (i) Capital Additions Cost: All costs, excluding One-Time Cost, determined by Distribution Provider to be associated with the design, engineering, procurement, construction and installation of Capital Additions.
- (j) Commercial Operation: The status of a Generating Facility that has commenced generating electricity, excluding electricity generated during the period which the Producer is engaged in on-site test operations and commissioning of the Generating Facility prior to Commercial Operation.
- (k) Commercial Operation Date: The date on which a Generator at a Generating Facility commences Commercial Operation as agreed to by the Parties.
- (l) Credit Support: A parent guarantee, letter of credit, surety bond, or other security meeting the requirements of Article 6.3 of the GIA and Rule 21 Section F.4.
- (m) Customer-Financed Monthly Rate: The rate most recently adopted by the CPUC for application to the Distribution Provider's retail electric customers for added facilities, which does not compensate the Distribution Provider for replacement of added facilities. The currently effective Customer-Financed Monthly Rate is as provided in Section 16 of this Attachment 2.
- (n) Delivery Network Upgrades: The transmission facilities at or beyond the point where the Distribution Provider's Distribution System interconnects to the CAISO Controlled Grid, other than Reliability Network Upgrades, as defined in the CAISO Tariff.
- (o) Delivery Network Upgrades Cost: The Interconnection Customer's allocated share of all costs, excluding One-Time Cost, determined by the Distribution Provider to be associated with the design, engineering, procurement, construction and installation of the Delivery Network Upgrades. The Delivery Network Upgrades Cost is provided in Section 15 of this Attachment 2.
- (p) Delivery Network Upgrades Payment: The sum of the Delivery Network Upgrades Cost and associated One-Time Cost. The Delivery Network Upgrades Payment is provided in Section 17 of this Attachment 2.

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- (q) Distribution Provider's Interconnection Facilities: Those facilities as described in Section 1(b) of this Attachment 2, as such facilities may be modified during the term of this Agreement.
- (r) Distribution Upgrades Cost: The Interconnection Customer's allocated share of all costs, excluding One-Time Cost, determined by the Distribution Provider to be associated with the design, engineering, procurement, construction and installation of the Distribution Upgrades. The Distribution Upgrades Cost is provided in Section 15 of this Attachment 2.
- (s) Distribution Upgrades Payment: The sum of the Distribution Upgrades Cost and associated One-Time Cost. The Distribution Upgrades Payment is provided in Section 17 of this Attachment 2.
- (t) Effective Date: The date on which this Agreement becomes effective pursuant to Article 3.1.
- (u) Generator: A device converting mechanical, chemical, or solar energy into electrical energy, including all of its protective and control functions and structural appurtenances. One or more Generators comprise a Generating Facility.
- (v) In-Service Date: The estimated date upon which the Interconnection Customer reasonably expects it will be ready to begin use of the Distribution Provider's Interconnection Facilities.
- (w) Initial Synchronization Date: The date upon which the Generating Facility is initially synchronized and upon which Trial Operation begins.
- (x) Interconnection Customer's Interconnection Facilities: All facilities and equipment, as identified in Section 1(a) of this Attachment 2 of this GIA, that are located between the Generating Facility and the Point of Change of Ownership, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Generating Facility to the Distribution System. Interconnection Customer's Interconnection Facilities are sole use facilities.
- (y) Interconnection Facilities Charge: The monthly charge to the Interconnection Customer to recover the revenue requirements for the Distribution Provider's Interconnection Facilities, calculated as the product of the Customer-Financed Monthly Rate and the Interconnection Facilities Cost. The Interconnection Facilities Charge is provided in Section 16 of this Attachment 2.
- (z) Interconnection Facilities Completion Date: The date upon which the construction of the Distribution Provider's Interconnection Facilities is complete and such facilities are successfully tested and ready for service.



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- (aa) Interconnection Facilities Cost: All costs, excluding One-Time Cost, determined by the Distribution Provider to be associated with the design, engineering, procurement, construction and installation of the Distribution Provider's Interconnection Facilities. The Interconnection Facilities Cost is provided in Section 15 of this Attachment 2.
- (bb) Interconnection Facilities Payment: The sum of the Interconnection Facilities Cost and associated One-Time Cost. The Interconnection Facilities Payment is provided in Section 17 of this Attachment 2.
- (cc) ITCC (Income Tax Component of Contribution): The ITCC is equal to the estimated tax liability and is the Income Tax Component of Contribution specified in the Preliminary Statement, Part M of the Distribution Provider's tariff on file with the CPUC, applicable to the Distribution Upgrades Cost and Interconnection Facilities Cost. The ITCC applicable to the Distribution Upgrades Cost and Interconnection Facilities Cost is described in Section 11 of this Attachment 2 and is shown in Section 15 of this Attachment 2.
- (dd) NERC: The North American Electric Reliability Corporation or its successor organization.
- (ee) One-Time Cost: All costs determined by the Distribution Provider to be associated with the installation of the Delivery Network Upgrades, Distribution Upgrades, Distribution Provider's Interconnection Facilities, Reliability Network Upgrades, or Capital Additions which are not capitalized.
- (ff) Point of Change of Ownership: The point, as set forth in Attachment 3 to this GIA, where the Interconnection Customer's Interconnection Facilities connect to the Distribution Provider's Interconnection Facilities.
- (gg) Reliability Network Upgrades: The transmission facilities at or beyond the point where Distribution Provider's Distribution System interconnects to the CAISO Controlled Grid, necessary to interconnect one or more Generating Facility(ies) safely and reliably to the CAISO Controlled Grid, as defined in the CAISO Tariff.
- (hh) Reliability Network Upgrades Cost: The Interconnection Customer's allocated share of all costs, excluding One-Time Cost, determined by the Distribution Provider to be associated with the design, engineering, procurement, construction and installation of the Reliability Network Upgrades. The Reliability Network Upgrades Cost is provided in Section 15 of this Attachment 2.
- (ii) Reliability Network Upgrades Payment: The sum of the Reliability Network Upgrades Cost and associated One-Time Cost. The Reliability Network Upgrades Payment is provided in Section 17 of this Attachment 2.

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- (jj) Removal Cost: The actual cost the Distribution Provider incurs for the removal of the Distribution Provider's Interconnection Facilities, or any portion thereof, which is calculated as the amount, if positive, of the costs of removal minus the salvage value of the Distribution Provider's Interconnection Facilities.
- (kk) Tax Security: The Interconnection Customer's provision of security with respect to the Interconnection Customer's tax indemnification obligations, provided in accordance with Section 11 of this Attachment 2.
- (ll) Trial Operation: The period during which the Interconnection Customer is engaged in on-site test operations and commissioning of the Generating Facility prior to Commercial Operation.
- (mm) Units of Property: As described in FERC's "List of Units of Property for Use in Connection with Uniform System of Accounts Prescribed for Public Utilities and Licensees" in effect as of the date of this GIA, as such "List" may be amended from time to time.

**9. Transmission Credits.** None.

**10. Security Amount for the Distribution Upgrades, the Distribution Provider's Interconnection Facilities and Network Upgrades.**

- (a) Distribution Upgrades: Pursuant to Article 6.3 and Attachment 4 of the GIA and Section F.4 of Rule 21, the Interconnection Customer shall provide Credit Support in the total amount of \$0 to cover the costs for constructing, procuring and installing the Distribution Upgrades.
- (b) The Distribution Provider's Interconnection Facilities: Pursuant to Article 6.3 and Attachment 4 of the GIA and Section F.4 of Rule 21, the Interconnection Customer shall provide Credit Support in the total amount of \$0 to cover the costs for constructing, procuring and installing the Distribution Provider's Interconnection Facilities.
- (c) Network Upgrades: Pursuant to Article 6.3 and Attachment 4 of the GIA and Section F.4 of Rule 21, the Interconnection Customer shall provide Credit Support in the total amount of \$0 to cover the costs for constructing, procuring and installing the Network Upgrades.
- (d) To the extent that any Credit Support is not utilized by the Distribution Provider, the release of such Credit Support shall be made in accordance with the Interconnection Customer's instruction.

**11. Security Amount for Estimated Tax Liability.** The Interconnection Customer's estimated tax liability is as follows:

$$\text{Current Tax Rate} \times (\text{Gross Income Amount} - \text{Present Value of Tax Depreciation}) / (1 - \text{Current Tax Rate}) = 35\%$$

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Estimated tax liability for Distribution Provider's Interconnection Facilities = 35% x  
(Interconnection Facilities Cost) = 35% x (\$95,900) = \$33,656

Estimated tax liability for Distribution Upgrades = 35% x (Distribution Upgrades Cost) =  
35% x (\$0) = \$0

Estimated tax liability assumes the following costs:

Interconnection Facilities Cost = \$95,900

Distribution Upgrades Cost = \$0

Based upon the total estimated tax liability, the Interconnection Customer shall provide the Distribution Provider cash or a letter of credit in the amount of \$33,656, pursuant to Attachment 4 of the GIA. The letter of credit or cash shall meet the requirements of Article 6.3 of the GIA and Rule 21 Section F.4.

The Interconnection Customer's obligation to provide Tax Security shall terminate at the earlier of (1) the expiration of the ten year testing period and the applicable statute of limitation, as it may be extended by the Distribution Provider upon request of the IRS, to keep these years open for audit or adjustment, or (2) the occurrence of a subsequent taxable event and the payment of any related indemnification obligations. Upon termination of the Interconnection Customer's obligation to provide Tax Security, and Distribution Provider's receipt of the Interconnection Customer's written instructions regarding the release of any unused Tax Security, any unused amount of the Tax Security shall be released to the Interconnection Customer.

**12. Removal of the Distribution Provider's Interconnection Facilities.** Following termination of the GIA, the Distribution Provider will remove the Distribution Provider's Interconnection Facilities from service to the Interconnection Customer, pursuant to Article 3.3 of the GIA. On or before the date one year following termination of the GIA, the Distribution Provider shall notify the Interconnection Customer as to whether the Distribution Provider intends to physically remove the Distribution Provider's Interconnection Facilities, or any part thereof. If the Distribution Provider intends to physically remove the Distribution Provider's Interconnection Facilities, or any part thereof, then the Distribution Provider shall physically remove such facilities within two years from the date of notification of intent, and the Interconnection Customer shall pay the Removal Cost. If the Distribution Provider does not intend to physically remove the Distribution Provider's Interconnection Facilities, or any part thereof, then the Interconnection Customer shall have no obligation to pay such Removal Cost.

**13. Charges.**

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- (a) The Interconnection Customer shall pay to the Distribution Provider the following charges in accordance with the GIA: (i) Interconnection Facilities Payment; (ii) Distribution Upgrades Payment; (iii) Reliability Network Upgrades Payment; (iv) Delivery Network Upgrades Payment; (v) payments for any Capital Additions; (iv) Interconnection Facilities Charge; (vii) Removal Cost pursuant to Section 12 of this Attachment 2; (viii) termination charges pursuant to Article 3.3.5 of the GIA; and (ix) disconnection costs pursuant to Article 3.3.4 of the GIA.
- (b) The Interconnection Facilities Cost, Distribution Upgrades Cost, Reliability Network Upgrades Cost, Delivery Network Upgrades Cost, Capital Additions Cost, One-Time Cost and Removal Cost shall be compiled in accordance with Accounting Practice.
- (c) If, during the term of the GIA, the Distribution Provider executes an agreement to provide service to another entity (other than retail load) that contributes to the need for the Distribution Provider's Interconnection Facilities, the charges due hereunder may be adjusted to appropriately reflect such service based on the Distribution Provider's cost allocation principles in effect at such time.
- (d) If Capital Additions are required in order to benefit the Distribution Provider, or because of damage caused by negligence or willful misconduct of the Distribution Provider, then the Interconnection Customer will not bear cost responsibility for such Capital Additions; and no adjustment will be made to the Interconnection Facilities Cost or the Distribution Upgrades Cost; and no Capital Additions Cost or One-Time Cost will be charged to the Interconnection Customer for such Capital Additions.

**14. Supplemental Billing and Payment Provisions.**

- (a) Pursuant to Article 6 of the GIA, the Distribution Provider shall submit to the Interconnection Customer invoices due for the preceding month for the Interconnection Facilities Payment, Distribution Upgrades Payment, Reliability Network Upgrades Payment and Delivery Network Upgrades Payment.
- (b) Pursuant to Articles 4.1.2 and 6.1 of the GIA, commencing on or following the Interconnection Facilities Completion Date, each month the Distribution Provider will render bills to the Interconnection Customer for the Interconnection Facilities Charge. The Interconnection Facilities Charge shall initially be based on the estimated Interconnection Facilities Cost, as specified in Section 15 of this Attachment 2, and payments made for such Interconnection Facilities Charge shall be subject to later adjustment pursuant to Sections 14(b)(i) and 14(b)(ii) of this Attachment 2. The Interconnection Facilities Charge for the first and last month of service hereunder shall be pro-rated based on the number of days in which service was provided during said months.
  - (i) If the amounts paid for the Interconnection Facilities Charge are less than the amounts due for the Interconnection Facilities Charge, as determined from the

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- actual recorded Interconnection Facilities Cost, the Distribution Provider will bill the Interconnection Customer the difference between the amounts previously paid by the Interconnection Customer and the amounts which would have been paid based on actual recorded costs, without interest, on the next regular billing.
- (ii) If the amounts paid for the Interconnection Facilities Charge are greater than the amounts due for the Interconnection Facilities Charge, as determined from the actual recorded Interconnection Facilities Cost, the Distribution Provider will credit the Interconnection Customer the difference between the amounts previously paid by the Interconnection Customer and the amounts which would have been paid based on actual recorded costs, without interest, on the next regular billing.
- (c) In the event that any portion of the Distribution Provider's Interconnection Facilities is not complete but, at the request of the Interconnection Customer, the Distribution Provider commences interconnection service under this GIA notwithstanding the incomplete facilities, the Distribution Provider shall commence billing, and the Interconnection Customer shall pay, the Interconnection Facilities Charge, as applicable, commencing on the date that such service commences.
- (d) In accordance with Articles 4.1.2 and 6.1 of the GIA, the Distribution Provider shall submit invoices to the Interconnection Customer for the preceding month for Capital Additions payments due, if any.
- (i) For Capital Additions that are the cost responsibility of the Interconnection Customer, the Distribution Provider will provide at least sixty (60) calendar days advance written notification to the Interconnection Customer prior to commencing work, except that the Distribution Provider may commence the work on the Capital Additions with either shorter advance written notification or written notification after the work has commenced, at the Distribution Provider's sole discretion, if the Distribution Provider determines that the Capital Additions are required to comply with safety or regulatory requirements or to preserve system integrity or reliability. Any such written notification will include the estimated cost of the Capital Additions, and the amount of and due date for the security, if any, required to be paid by the Interconnection Customer, which is sufficient to cover the costs for constructing, procuring and installing the Capital Additions consistent with the applicable terms of Article 6.3 of the GIA.
- (ii) Except as provided in Section 13(d) of this Attachment 2, if certain of the Distribution Provider's Interconnection Facilities are removed to accommodate Capital Additions and such removal results in a change in the Interconnection Facilities Cost, the Interconnection Facilities Charge, as applicable, shall be adjusted to reflect the change in the Interconnection Facilities Cost, as applicable, as of the in-service date of such Capital Additions.

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- (iii) Except as provided in Section 13(d) of this Attachment 2, if Capital Additions result in an increase in the Interconnection Facilities Cost, then the Interconnection Facilities Charge, as applicable, shall be adjusted as of the in-service date of such Capital Additions to reflect the change in such costs.
  
- (e) As soon as reasonably practicable, but within three (3) months after the in-service date of any Capital Additions, the Distribution Provider shall provide an invoice of the final cost of the construction of the Capital Additions to the Interconnection Customer, and shall set forth such costs in sufficient detail to enable the Interconnection Customer to compare the actual costs with the estimates and to ascertain deviations, if any, from the cost estimates. The Distribution Provider will refund to the Interconnection Customer any amount by which the payment made by the Interconnection Customer for estimated costs of the Capital Additions exceeds the actual costs of construction within thirty (30) calendar days of the issuance of such final construction invoice; or, in the event the actual costs of construction exceed the Interconnection Customer's payment made for the estimated costs of the Capital Additions, then the Interconnection Customer shall pay to the Distribution Provider any amount by which the actual costs of construction exceed the payment made by the Interconnection Customer for estimated costs within thirty (30) calendar days of the issuance of such final construction invoice.
  
- (f) If, in accordance with the removal of the Distribution Provider's Interconnection Facilities, as specified in Section 12 of this Attachment 2, the Distribution Provider decides to physically remove the Distribution Provider's Interconnection Facilities, or any part thereof, the Distribution Provider shall render a bill to the Interconnection Customer for the Removal Cost. The Interconnection Customer shall pay the Removal Cost within thirty (30) calendar days of such bill. Such billing shall initially be based on the Distribution Provider's estimate of the Removal Cost. Within twelve (12) months following the removal of the Distribution Provider's Interconnection Facilities, or any part thereof, the Distribution Provider shall determine the actual Removal Cost and provide the Interconnection Customer with a final invoice. The Distribution Provider shall refund to the Interconnection Customer any amount by which the payment by the Interconnection Customer for the estimated Removal Cost exceeds the actual Removal Cost within thirty (30) calendar days of the issuance of such final invoice; or, in the event the actual Removal Cost exceeds the Interconnection Customer's payment for the estimated Removal Cost, then the Interconnection Customer shall pay to the Distribution Provider any amount by which the actual Removal Cost exceeds the payment by the Interconnection Customer for the estimated Removal Cost within thirty (30) calendar days of the issuance of such final invoice.

**15. Interconnection Facilities Cost, Distribution Upgrades Cost, Reliability Network Upgrades Cost and Delivery Network Upgrades Cost Summary.**

(a) Estimated Cost:

Element-	Interconnection	Distribution	Reliability	Delivery	One-	Total	ITCC*
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	Facilities Cost	Upgrades Cost	Network Upgrades Cost	Network Upgrades Cost	Time Cost		
<b>Distribution Provider's Interconnection Facilities</b>							
- Install approximately 300 feet of primary cable - Install one (1) - Install one (1) 1000 kVA 12kV/480V transformer and secondary cable - 480V metering and associated wiring	\$95,900					\$95,900	\$33,565
<b>Distribution Upgrades</b>							
None							
<b>Reliability Network Upgrades</b>							
None							
<b>Delivery Network Upgrades</b>							
None							
<b>Total</b>	<b>\$95,900</b>					<b>\$95,900</b>	<b>\$33,565</b>

\*Note: ITCC/Estimated Tax Liability will be provided pursuant to Attachment 2, Section 11.

All amounts shown above are in nominal dollars.

(b) Actual Cost:

[TO BE INSERTED AFTER TRUE-UP OF ACTUAL COSTS]

Element	Interconnection Facilities Cost	Distribution Upgrades Cost	Reliability Network Upgrades Cost	Delivery Network Upgrades Cost	One-Time Cost	Total	ITCC

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Total							

**16. Interconnection Facilities Charge.**

(a) Interconnection Facilities Charge = Customer-Financed Monthly Rate x  
(Interconnection Facilities Cost)

Effective	Customer-Financed Monthly Rate	Estimated		Actual	
		Interconnection Facilities Cost	Interconnection Facilities Charge	Interconnection Facilities Cost	Interconnection Facilities Charge
As of the Interconnection Facilities Completion Date	0.38%	\$95,900	\$364.42	[to be inserted after true-up]	[to be inserted after true-up]

**17. Payment Schedule and Associated ITCC.**

The payment amounts shown below are based on an estimate of the costs expected to be incurred for the Distribution Upgrades, Distribution Provider's Interconnection Facilities, and Network Upgrades.

Payment No.	Payment Due Date	Interconnection Facilities Cost	Distribution Upgrades Cost	Reliability Network Upgrades Cost	Delivery Network Upgrades Cost	One-Time Cost	Project Payment	Associated ITCC*
1.	Within 30 Calendar Days of Effective Date	\$95,900					\$95,900	\$33,565
Total		\$95,900					\$95,900	\$33,565

All amounts shown above are in nominal dollars.

Interconnection Facilities Payment = (Interconnection Facilities Cost + associated One-Time Cost) = \$95,900

Distribution Upgrades Payment = (Distribution Upgrades Cost + associated One-Time Cost) = \$0



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Reliability Network Upgrades Payment = (Reliability Network Upgrades Cost + associated One-Time Cost) = \$0

Delivery Network Upgrades Payment = (Delivery Network Upgrades Cost + associated One-Time Cost) = \$0

\*ITCC will be provided by Interconnection Customer in accordance with Section 11 of this Attachment 2.

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**Attachment 3**

**One-line Diagram Depicting the Generating Facility, Interconnection  
 Facilities, Metering Equipment, and Upgrades**

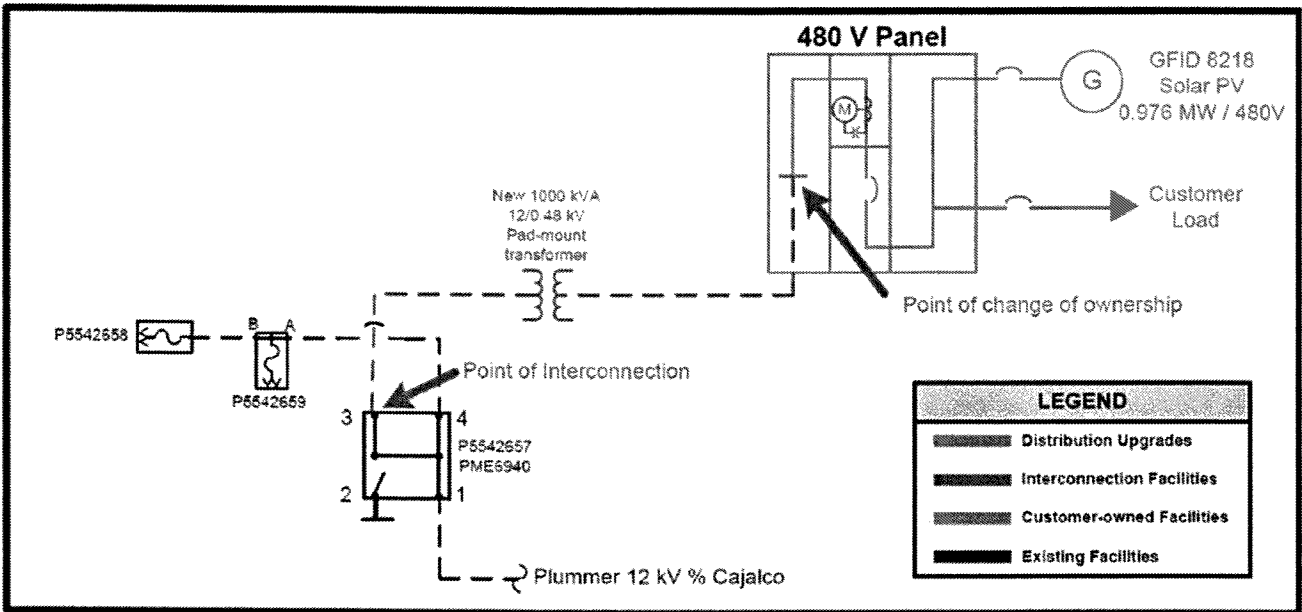


Figure 1: Conceptual Method of Service

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**Attachment 4**

**Milestones**

In-Service Date: July 1, 2016

Critical milestones and responsibility as agreed to by the Parties:

Item	Milestone	Responsible Party	Due Date
(a)	Submit proof of insurance coverage in accordance with Article 8.1 of the GIA	Interconnection Customer	Within ten (10) calendar days after the Effective Date
(c)	Submittal of security for the estimated tax liability to the Distribution Provider, pursuant to Section 11 of Attachment 2 of the GIA	Interconnection Customer	Within thirty (30) calendar days after the Effective Date
(d)	Provide the following information (“Required Information”) in support of the Distribution Provider’s engineering and design of the Distribution Provider’s Interconnection Facilities and Distribution Upgrades: 1) a completed Distribution Provider provided Interconnection Customer information sheet, 2) a unique address for the project, 3) public right-of-way (street) base maps as required by the interconnection, 4) street improvement plans, 5) site plot plan on a 30:1 scale or digital file, 6) grading plans, 7) sewer and storm plot plans, 8) landscape, sprinkler and pedestal locations, 9) proposed location for the RTU, if applicable, 10) easements/lease agreements, and 11) panel drawings	Interconnection Customer	Within thirty (30) calendar days after the Effective Date
(e)	Completion of the Distribution Provider’s design and engineering of the Distribution Provider’s Interconnection Facilities, Distribution Upgrades, if applicable, and the Civil Construction	Distribution Provider	Within sixty (60) Business Days of Distribution Provider’s receipt of the Required Information

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Item	Milestone	Responsible Party	Due Date
(f)	Provide to the Interconnection Customer: 1) an updated scope of work and design for the Distribution Provider's Interconnection Facilities, Distribution Upgrades, if applicable, and the Civil Construction; 2) an updated cost estimate and schedule related to the Distribution Provider's Interconnection Facilities and Distribution Upgrades, as applicable, if there are any material changes resulting from completion of the Distribution Provider's detailed design of Distribution Provider's Interconnection Facilities and Distribution Upgrades; and 3) comment on the Interconnection Customer's proposed location for the RTU, if applicable	Distribution Provider	Within five (5) calendar days following completion of Distribution Provider's design and engineering of the Distribution Provider's Interconnection Facilities, Distribution Upgrades, if applicable, and Civil Construction
(g)	Completion of the Civil Construction, including Distribution Provider's release, in accordance with Section 1 of Attachment 2 and Section 3 of Attachment 5 of the GIA	Interconnection Customer	Within sixty (60) calendar days after the Distribution Provider provides the design for the Civil Construction to the Interconnection Customer
(h)	Submittal of final specifications for the Interconnection Customer's Interconnection Facilities and Generating Facility, including system protection facilities, to the Distribution Provider	Interconnection Customer	At least ninety (90) calendar days prior to completion of the Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades
(i)	Review of and comment on the Interconnection Customer's final specifications	Distribution Provider	Within forty-five (45) calendar days following the Interconnection Customer's submittal of the final specifications for the Interconnection Customer's Interconnection Facilities and Generating Facility

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<b>Item</b>	<b>Milestone</b>	<b>Responsible Party</b>	<b>Due Date</b>
(j)	Notification of testing and inspection of Interconnection Customer's Interconnection Facilities pursuant to Article 2.1.1 of the GIA	Interconnection Customer	Within five (5) Business Days prior to such testing and inspection
(k)	Submission of a written test report to the Distribution Provider, in accordance with Article 2.1.1 of the GIA	Interconnection Customer	Within five (5) Business Days following completion of Interconnection Customer's testing and inspection
(l)	Written acknowledgement of Interconnection Customer's Interconnection Facilities written test report pursuant to Article 2.1.2 of the GIA	Distribution Provider	Within five (5) Business Days of Interconnection Customer's submission of the test report
(m)	Submission of written documentation reflecting Interconnection Customer's satisfaction of parallel operation requirements pursuant to Article 2.2.2 of the GIA	Interconnection Customer	At least fifteen (15) calendar days prior to the Initial Synchronization Date
(n)	Proposed Interconnection Customer's Interconnection Facilities completion date	Interconnection Customer	July 1, 2016
(o)	Completion of the Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades	Distribution Provider	Within (90) Business Days following the Item (e)
(p)	Notification of Interconnection Customer's intention to begin on-site verification testing of the Generating Facility pursuant to Article 2.3.1 of the GIA	Interconnection Customer	Ten (10) Business Days prior to Interconnection Customer's verification testing date
(q)	Performance of a complete calibration test and functional trip test of the system protection facilities	Interconnection Customer and Distribution Provider	During the commissioning test
(r)	In-Service Date	Interconnection Customer	July 1, 2016
(s)	Proposed Initial Synchronization Date	Interconnection Customer	July 1, 2016

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Item	Milestone	Responsible Party	Due Date
(t)	Distribution Provider's written authorization authorizing Interconnection Customer to operate its Generating Facility in parallel with the Distribution Provider's Distribution System, pursuant to Article 2.2.2 of the GIA	Distribution Provider	Within five (5) calendar days after the Initial Synchronization Date and the Interconnection Customer's satisfaction of parallel operation requirements pursuant to Article 2.2.2
(u)	Proposed Commercial Operation Date	Interconnection Customer	July 15, 2016
(v)	Submittal of "as-built" drawings, information and documents for the Interconnection Customer's Interconnection Facilities, including the Civil Construction, and the Generating Facility to the Distribution Provider	Interconnection Customer	Within one hundred twenty (120) calendar days after the Commercial Operation Date, unless otherwise agreed

\* Note: The Interconnection Customer understands and acknowledges that such timeline is only an estimate and that equipment and material lead times, labor availability, outage coordination, regulatory approvals, right-of-way negotiations, or other unforeseen events could delay the actual in-service dates of the Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades beyond those specified. The Distribution Provider shall not be liable for any cost or damage incurred by the Interconnection Customer because of any delay in the work provided for in this GIA.

Agreed to by:

For the Distribution Provider

  
Jill Horswell

Date January 7, 2016

For the Distribution Owner (If Applicable)

Date \_\_\_\_\_

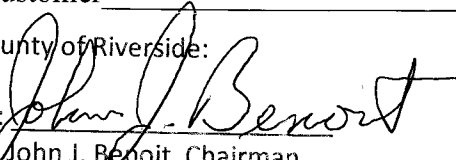
For the Interconnection Customer

Date

MAR 29 2016

County of Riverside:

By:

  
John J. Benoit, Chairman  
Board of Supervisors

ATTEST:

KECIA HARPER IHEM, Clerk

By:

  
DEPUTY

FORM APPROVED COUNTY COUNSEL  
BY: Kacia Harper IHem 3/4/16  
MARSHAL L. VICTOR DATE

**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.

1. **Generating Facility:** All equipment and facilities comprising the Interconnection Customer's 0.976 net MW (0.976 gross MW) solar photovoltaic Ben Clark Training Center generating facility in Riverside, California, as disclosed by the Interconnection Customer in its Interconnection Request, as may have been amended, which consists of (i) two (2) Solectria SGI500kW inverters, (ii) the associated infrastructure, (iii) meters and metering equipment, and (iv) appurtenant equipment. The Ben Clark Training Center Project shall consist of the Generating Facility and the Interconnection Customer's Interconnection Facilities.
2. **Interconnection Customer Operational Requirements.**
  - (a) Pursuant to Article 1.5.2 of the GIA, the Interconnection Customer shall operate the Generating Facility and the Interconnection Customer's Interconnection Facilities in accordance with Rule 21; and the Applicable Reliability Council requirements; and Applicable Reliability Standards.
  - (b) The Generating Facility shall be operated so as to prevent or protect against the following adverse conditions on the Distribution Provider's electric system: inadvertent and unwanted re-energizing of a utility dead line or bus; interconnection while out of synchronization; overcurrent; voltage imbalance; ground faults; generated alternating current frequency outside permitted safe limits; power factor or reactive power outside permitted limits; and abnormal waveforms.
  - (c) The Parties agree that the Interconnection Customer shall not hold the Distribution Provider liable for damage to the Generating Facility that may be caused due to sympathetic generation tripping associated with the Interconnection Customer's Generating Facility design.
  - (d) Neither Party's facilities shall cause excessive voltage flicker nor introduce excessive distortion to the sinusoidal voltage or current waves as defined by ANSI Standard C84.1-1989, in accordance with IEEE Standard 519, or any applicable superseding electric industry standard or any alternative Applicable Reliability Standard or other applicable reliability council standard. In the event of a conflict among ANSI Standard C84.1-1989, or any applicable superseding electric industry standard, or any alternative Applicable Reliability Standard or other applicable reliability council standard, the

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alternative Applicable Reliability Standard or other applicable reliability council standard shall control.

- (e) The Interconnection Customer shall control the Generating Facility's output ramp rate so as to prevent adverse voltage conditions on the Distribution System. Such ramp rate control shall be in accordance with parameters, which may be modified from time to time by the Distribution Provider, set forth by the Distribution Provider and provided to the Interconnection Customer within 30 calendar days following the Distribution Provider's completion of final engineering for the Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades, as applicable.

**3. Interconnection Principles:**

- (a) This GIA provides for interconnection of a total net capacity of 0.976 MW, resulting from the interconnection of the Ben Clark Training Center Project, as described in Section 1 of this Attachment 5. The Interconnection Customer acknowledges that if the Interconnection Customer wishes to increase the amount of interconnection capacity provided pursuant to this GIA, the Interconnection Customer shall be required to submit a new Interconnection Request in accordance with the terms and conditions of applicable tariffs.
- (b) The costs associated with any mitigation measures required to third party transmission systems, which result from interconnection of the Ben Clark Training Center Project to the Distribution Provider's electrical system, are not reflected in this GIA. The Distribution Provider shall have no responsibility to pay costs associated with any such mitigation measures.
- (c) In the event the Distribution Provider's Interconnection Facilities are utilized to provide retail service to the Interconnection Customer in addition to the interconnection service provided under this GIA, and the Interconnection Customer fails to make payment for such retail service in accordance with the Distribution Provider's applicable retail tariffs, then the Distribution Provider's Interconnection Facilities may be removed from service to the Interconnection Customer, subject to the notice and cure provisions of such retail tariffs, until payment is made by the Interconnection Customer pursuant to such retail tariffs.
- (d) Review by the Distribution Provider of the electrical specifications, design, construction, operation, or maintenance of the Ben Clark Training Center Project shall not constitute any representation as to the economic or technical feasibility, operational capability, or reliability of such facilities. The Interconnection Customer shall in no way represent to any third party that any such review by the Distribution Provider of such facilities, including, but not limited to, any review of the design, construction, operation, or maintenance of such facilities by the Distribution Provider, is a



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representation by the Distribution Provider as to the economic or technical feasibility, operational capability, or reliability of the Ben Clark Training Center Project.

- (e) Prior to Commercial Operation, the Distribution Provider will verify that any required low-voltage ride-through, SCADA capability, and power factor correction equipment have been installed.
- (f) Interconnection Customer shall at all times indemnify, defend and save Distribution Provider harmless from any and all damages, losses, claims, demands, suits, recoveries, cost and expenses, court cost, attorney fees, and all other obligations by third parties, arising out of or resulting from the Interconnection Customer's construction of the Civil Construction, except in the case of gross negligence or intentional wrongdoing by Distribution Provider.
- (g) Prior to commencing construction of the Civil Construction, Distribution Provider shall review Interconnection Customer's construction documents and Interconnection Customer shall obtain Distribution Provider's approval of such documents. Such approval shall not be unreasonably withheld.
- (h) During construction of the Civil Construction, Distribution Provider shall have the right to access the Civil Construction to conduct inspections.
- (i) If at any time during construction, Distribution Provider determines that the Civil Construction does not meet Distribution Provider's standards and specifications, Interconnection Customer shall remedy such deficiencies.
- (j) Following completion of construction of the Civil Construction and prior to the in-service date of the Civil Construction, Distribution Provider shall provide final inspection and field testing of the Civil Construction, and Interconnection Customer shall obtain an inspection release from the proper inspection authority.
- (k) Following completion of the Civil Construction, the Distribution Provider may determine that the Civil Construction, or a portion thereof, in support of the interconnection for the Ben Clark Training Center Project may need to be owned by the Distribution Provider. Upon such determination, the Civil Construction, or a portion thereof, will be reclassified as Distribution Provider's Interconnection Facilities and/or Distribution Upgrades, as applicable, and the Interconnection Customer shall be required to transfer ownership to the Distribution Provider. The Interconnection Customer understands and acknowledges that upon such transfer, it shall provide to Distribution Provider the final costs of the Civil Construction actually transferred in a form acceptable to the Distribution Provider, and Interconnection Customer shall be responsible for the ITCC and Interconnection Facilities Charge and/or Distribution Upgrades Charge for the portion of the Civil Construction transferred to Distribution Provider. Any reclassification of the Civil Construction and the terms and conditions related to the transfer of the reclassified portions of the Civil Construction to the

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Distribution Provider shall be reflected in an amendment to the GIA.

- (l) Within one hundred-twenty (120) calendar days of the Commercial Operation Date, Interconnection Customer shall deliver to Distribution Provider “as-built” drawings, information, and any other documents that are required by Distribution Provider to assure that the Civil Construction is built to the standards and specifications required by Distribution Provider.
- (m) The Interconnection Customer shall complete and receive approval for all environmental impact studies and any permitting necessary for the construction, operation and maintenance of the Ben Clark Training Center Project. The Interconnection Customer shall include the Distribution Provider’s Interconnection Facilities, Distribution Upgrades and Network Upgrades described in Attachments 2 and 6 of this GIA in all such environmental impact studies, where applicable. The Interconnection Customer shall provide the results of such studies and approvals to the Distribution Provider for use in the Distribution Provider’s application(s) to obtain the regulatory approvals required to be obtained by Distribution Provider for the construction, operation and maintenance of the Distribution Provider’s Interconnection Facilities, Distribution Upgrades and Network Upgrades described in Attachments 2 and 6 of this GIA.
- (n) The Interconnection Customer is responsible for all costs associated with any necessary relocation of any of the Distribution Provider’s facilities as a result of the Ben Clark Training Center Project and acquiring all property rights necessary for the Interconnection Customer’s Interconnection Facilities, including those required to cross the Distribution Provider’s facilities and property. The relocation of the Distribution Provider’s facilities or use of the Distribution Provider’s property rights shall only be permitted upon written agreement between the Distribution Provider and the Interconnection Customer. Any proposed relocation of the Distribution Provider’s facilities or use of the Distribution Provider’s property rights may require a study and/or evaluation, the cost of which would be borne by the Interconnection Customer, to determine whether such use may be accommodated. The terms and conditions of any such use of the Distribution Provider’s facilities or property rights would be the subject of a separate agreement and any associated costs to the Interconnection Customer would not be considered to be associated with a Network Upgrade or Distribution Upgrade and would not be refundable to the Interconnection Customer pursuant to Article 5.2.1 of this GIA.
- (o) This GIA does not address any requirements for standby power or temporary construction power that the Generating Facility may require prior to the Interconnection Facilities Completion Date. Should the Generating Facility require standby power or temporary construction power from the Distribution Provider prior to the Interconnection Facilities Completion Date, the Interconnection Customer is responsible to make appropriate arrangements with the Distribution Provider to receive and pay for such retail service.

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**4. Not Used.**

**5. Interconnection Operations:**

- (a) The Interconnection Customer shall cause the Ben Clark Training Center Project to participate in any protection scheme required to prevent thermal overloads and unstable conditions resulting from outages. Such participation shall be in accordance with Rule 21, applicable CPUC regulations, FERC regulations, and CAISO Tariff provisions and protocols. The Interconnection Customer will not be entitled to any compensation from the Distribution Provider, pursuant to the GIA, for loss of generation output when (i) the Generating Facility's generation is reduced or the Ben Clark Training Center Project is tripped off-line due to implementation of a protection scheme; or (ii) such generation output is restricted in the event any protection apparatus becomes inoperable. In accordance with Good Utility Practice, the Distribution Provider will provide the Interconnection Customer advance notice of any required protection scheme beyond that which has already been identified in this GIA.
- (b) Not used.
- (c) Not used.
- (d) Following outages of the Interconnection Facilities or the Generating Facility, the Interconnection Customer shall not energize the Ben Clark Training Center Project for any reason without specific permission from the Distribution Provider's operations personnel. Such permission shall not be unreasonably withheld.
- (e) The Interconnection Customer shall maintain operating communications with the Distribution Provider's designated switching center. The operating communications shall include, but not be limited to, system parallel operation or separation, scheduled and unscheduled outages, equipment clearances, protective relay operations, and levels of operating voltage and reactive power.
- (f) Not used.
- (g) The Distribution Provider may perform technical assessments reasonably related to interconnection or operation of Ben Clark Training Center Project when requested by the Interconnection Customer, directed by the CAISO in accordance with the CAISO Tariff, or as deemed necessary by the Distribution Provider, at the Interconnection Customer's expense, with scope, timing and cost to be determined by the Distribution Provider.
- (h) Upon reasonable notice and supervision by a Party, and subject to any required or necessary regulatory approvals, a Party ("Granting Party") shall furnish at no cost to the other Party ("Access Party") any rights of use, licenses, rights of way and easements

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with respect to lands owned or controlled by the Granting Party, its agents (if allowed under the applicable agency agreement), or any affiliate, that are necessary to enable the Access Party to obtain ingress and egress to construct, operate, maintain, repair, test (or witness testing), inspect, replace or remove facilities and equipment to: (i) interconnect the Generating Facility with the Distribution System; (ii) operate and maintain the Generating Facility, the Interconnection Facilities and the Distribution Provider's electrical system; and (iii) disconnect or remove the Access Party's facilities and equipment upon termination of this GIA. In exercising such licenses, rights of way and easements, the Access Party shall not unreasonably disrupt or interfere with normal operation of the Granting Party's business and shall adhere to the safety rules and procedures established in advance, as may be changed from time to time, by the Granting Party and provided to the Access Party. The Interconnection Customer and Distribution Provider shall execute any necessary supplemental agreements, as determined by the Distribution Provider, to effectuate and record such easement(s) which provides the Distribution Provider unrestricted 24 hour access to Distribution Provider's Interconnection Facilities, and Distribution Upgrades, and Network Upgrades, if applicable, located on the Interconnection Customer's side of the Point of Change of Ownership for construction, operation, and maintenance.

- (i) **Compliance with Applicable Reliability Standards:** The Interconnection Customer shall comply with all Applicable Reliability Standards for the Interconnection Customer's Interconnection Facilities and the Generating Facility. The Distribution Provider will not assume any responsibility for complying with mandatory reliability standards for such facilities and offers no opinion as to whether the Interconnection Customer must register with NERC. If required to register with NERC, the Interconnection Customer shall be responsible for complying with all Applicable Reliability Standards for the Interconnection Customer's Interconnection Facilities and the Generating Facility up to the Point of Change of Ownership, as described in Section 5 of Attachment 2 of this GIA.

**6. Insurance:**

As indicated below, the designated Party shall, at its own expense, maintain in force throughout the period of this GIA, and until released by the other Party, the following minimum insurance coverages, with insurers authorized to do business in the state where the Point of Interconnection is located:

- (a) **Employers' Liability and Workers' Compensation Insurance.** The Distribution Provider and the Interconnection Customer shall maintain such coverage from the commencement of any construction activities providing statutory benefits for workers compensation coverage and coverage amounts of no less than one million dollars (\$1,000,000) for employer's liability in accordance with the laws and regulations of the state in which the Point of Interconnection is located. The Distribution Provider shall provide the Interconnection Customer with evidence of such insurance within thirty (30) calendar days of any request by the Interconnection Customer. The

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Interconnection Customer and contractor or any other person acting on Interconnection Customer's behalf shall provide evidence of such insurance thirty (30) calendar days prior to entry by any employee or contractor or other person acting on the Interconnection Customer's behalf onto any construction site to perform any work related to the Interconnection Facilities or Generating Facility.

- (b) **Commercial General Liability Insurance.** The Distribution Provider and the Interconnection Customer shall maintain commercial general liability insurance commencing within thirty (30) days of the Effective Date of this GIA, Commercial General Liability Insurance including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification) products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, coverage for pollution to the extent normally available and punitive damages to the extent normally available and a cross liability endorsement, with minimum limits of one million dollars (\$1,000,000) per occurrence/one million dollars (\$1,000,000) aggregate combined single limit for personal injury, bodily injury, including death and property damage. If the activities of the Interconnection Customer are being conducted through the actions of an affiliate, then the Interconnection Customer may satisfy the insurance requirements of this Attachment 5 Section 6(b) by providing evidence of insurance coverage carried by such affiliate and showing the Distribution Provider as an additional insured, together with the Interconnection Customer's written representation to the Distribution Provider that the insured affiliate is conducting all of the necessary pre-construction work. Within thirty (30) calendar days prior to the entry of any person on behalf of the Interconnection Customer onto any construction site to perform work related to the Interconnection Facilities or Generating Facility, the Interconnection Customer shall replace any evidence of affiliate insurance with evidence of such insurance carried by the Interconnection Customer, naming the Distribution Provider as additional insured.
- (c) **Business Automobile Liability Insurance.** Prior to the entry of any vehicles on any construction site in connection with work done by or on behalf of the Interconnection Customer, the Interconnection Customer shall provide evidence of coverage of owned and non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a minimum, combined single limit of one million dollars (\$1,000,000) per occurrence for bodily injury, including death, and property damage. Upon the request of the Distribution Provider, the Interconnection Customer shall name the Distribution Provider as an additional insured on any such policies.
- (d) **Excess Liability Insurance.** Commencing at the time of entry of any person on its behalf upon any construction site for the Distribution Upgrades, Interconnection Facilities, or Generating Facility, the Distribution Provider and the Interconnection Customer shall maintain excess liability insurance over and above the Employers' Liability, Commercial General Liability, and Business Automobile Liability Insurance coverage, with a minimum limit of one million dollars per MW, of Generating Facility

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- capacity, rounded up to the nearest MW, per occurrence, up to a maximum of twenty million dollars (\$20,000,000) per occurrence/twenty million dollars (\$20,000,000) aggregate. Such insurance carried by the Distribution Provider shall name the Interconnection Customer as an additional insured, and such insurance carried by the Interconnection Customer shall name the Distribution Provider as an additional insured.
- (e) The Commercial General Liability Insurance, Business Automobile Liability Insurance and Excess Liability Insurance policies shall name the other Party identified in the sections above, its parent, associated and affiliate companies and their respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this GIA against the Other Party Group and provide thirty (30) calendar days advance written notice to the Other Party Group prior to anniversary date of cancellation or any material change in coverage or condition. If any Party can reasonably demonstrate that coverage policies containing provisions for insurer waiver of subrogation rights, or advance written notice are not commercially available, then the Parties shall meet and confer and mutually determine to (i) establish replacement or equivalent terms in lieu of subrogation or notice or (ii) waive the requirements that coverage(s) include such subrogation provision or require advance written notice from such insurers.
- (f) The Commercial General Liability Insurance, Business Automobile Liability Insurance and Excess Liability Insurance policies shall contain provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. Each Party shall be responsible for its respective deductibles or retentions.
- (g) The Commercial General Liability Insurance, Business Automobile Liability Insurance and Excess Liability Insurance policies, if written on a Claims First Made Basis, shall be maintained in full force and effect for two (2) years after termination of this GIA, which coverage may be in the form of extended reporting period coverage if agreed by the Parties.
- (h) The requirements contained herein as to the types and limits of all insurance to be maintained by the Parties are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Parties under this GIA.
- (i) Within ten (10) calendar days following the Effective Date of this GIA, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) calendar days thereafter, each Party shall provide certification of all insurance required in this GIA, executed by each insurer or by an authorized representative of each insurer.

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- (j) Notwithstanding the foregoing, each Party may self-insure (a) to meet the insurance requirements of Section 6(a) of this Attachment 5, to the extent that it maintains a self-insurance program and is a qualified self-insurer within the state in which the Point of Interconnection is located, under the laws and regulations of such state; and (b) to meet the minimum insurance requirements of Sections 6(b) through 6(i) of this Attachment 5 to the extent it maintains a self-insurance program; provided that, such Party's senior secured debt is rated at investment grade or better by Standard & Poor's and that its self-insurance program meets the minimum insurance requirements of Sections 6(b) through 6(i) of this Attachment 5. For any period of time that a Party's senior secured debt is unrated by Standard & Poor's or is rated at less than investment grade by Standard & Poor's, such Party shall comply with the insurance requirements applicable to it under Sections 6(b) through 6(i) of this Attachment 5. In the event that a Party is permitted to self-insure pursuant to Article 8 of this GIA and Section 6(j) of this Attachment 5, it shall notify the other Party that it meets the requirements to self-insure and that its self-insurance program meets the minimum insurance requirements in a manner consistent with that specified in Section 6(i) of this Attachment 5.
- (k) The Parties agree to report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this GIA.

**Distribution Provider's Description of its Upgrades and Cost Responsibility**

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.

1. **Network Upgrades.** None.
2. **Distribution Upgrades.** None identified.



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**Attachment 7**

**Summary of Generating Facility and Interconnection Customer Account**

The customer shall also provide the following information:

- (a) Generating Facility Identification Number: GFID 8218
- (b) Interconnection Customer Meter Number: 259000-017972
- (c) Interconnection Customer Service Account Number: 035-1476-51
- (d) Applicable Rate Schedule: TOU-GS2B
- (e) Generating Facility Location: 16791 Davis Ave., Riverside, CA 92518
- (f) Generating Facility Technology: solar photovoltaic
- (g) Generating Facility Capacity: 0.976 net MW  
0.976 gross MW
- (h) Estimated Monthly Energy Production of the Generating Facility: 152.798 MWh
- (i) Estimated Date of Parallel Operation of the Generating Facility with the Distribution System: July 1, 2016