

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



**ITEM
3.9
(ID # 3330)**

MEETING DATE:

Tuesday, January 31, 2017

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Approve and Execute the Rule 21 Generator Interconnection Agreement for Exporting Generating Facilities – Amendment No. 1 for Ben Clark Training Center between the County of Riverside and Southern California Edison for 20 years, District 1, [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and Execute the Rule 21 Generator Interconnection Agreement for Exporting Generating Facilities – Amendment No. 1 for the Ben Clark Training Center by and between the County of Riverside and Southern California Edison (SCE) for 20 years for \$0 and;
2. Authorize the Assistant County Executive Officer/EDA to administer the agreement and sign subsequent amendments that do not change the substantive terms of the agreement.

ACTION: Policy


Gregory V. Priapos, Assistant County Executive Officer/EDA 1/11/2017

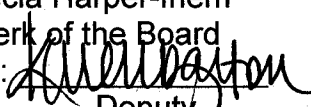

Ronimi Dasika 1/23/2017


Gregory V. Priapos, Director County Counsel 1/11/2017

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, Washington and Ashley
Nays: None
Absent: Tavaglione
Date: January 31, 2017
xc: EDA

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment:	No
			For Fiscal Year:	2016/17

C.E.O. RECOMMENDATION: Approve

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.

On March 29, 2016, the Board of Supervisors approved the initial Rule 21 Generator Interconnection Agreement for Exporting Generating Facilities for the Ben Clark Training Center, Sheriff Administration building. Since the approval of that agreement, 1 MW of solar originally planned for the hospital was moved adjacent to the existing Ben Clark generating site. Additionally, 0.5 MW of solar originally planned for the proposed Transportation building in Perris was moved to the area south of the Ben Clark Sheriff Administration building. These moves brought the total amount of solar generation to 2.5 MW at the site. The attached Amendment No. 1 memorializes the increase in capacity due to the addition of an additional 1.5 MW solar photovoltaic system.

The Amendment also documents the additional funding needed for SCE's cost for equipment, engineering, procurement and construction work needed to connect the entire 2.5 MW Ben Clark solar generating system to SCE's grid. As part of the County's Energy Services Contract with OpTerra Energy Services, the additional costs of this agreement are covered by OpTerra and will be paid to SCE. The County will incur no financial costs associated with this amended Rule 21 Generator Interconnection Agreement.

Impact on Residents 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 expanded Ben Clark Training Center solar system is expected to generate 5,441,100 kWh per year which will remove 3,824 metric tons of greenhouse gas equivalents annually from Riverside County air. This will help improve the air quality of the County.

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

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 – Amendment No. 1 for Ben Clark Training Center

RF;JV;HR;PR;JP;ac

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SOUTHERN CALIFORNIA
EDISON

An EDISON INTERNATIONALSM Company

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

Amendment No. 1
County of Riverside
Ben Clark Training Center

This Amendment No. 1 (“Amendment”) to the Rule 21 Generator Interconnection Agreement (“Agreement”) is entered into by County of Riverside (“Interconnection Customer”), and Southern California Edison Company, a California Corporation (“SCE”). SCE and Interconnection Customer are sometimes referred to herein individually as a “Party” and jointly as the “Parties”. Capitalized terms not defined in this Amendment shall have the meaning ascribed to them in the Agreement.

RECITALS

This Amendment is made with reference to the following facts, among others:

- A. On or about March 29, 2016, SCE and Interconnection Customer entered into that certain Rule 21 Generator Interconnection Agreement #8218, which authorized the Interconnection Customer to interconnect a Generating Facility consisting of two (2) Solectria SGI500kW inverters for a total Gross Nameplate Rating of 0.976 MW in parallel with SCE’s electrical system. The Interconnection Customer is exporting power into SCE’s system.
- B. On or about March 17, 2016, Interconnection Customer submitted a new Rule 21 Exporting Generating Facility Interconnection Application (“Riverside County Ben Clark 2 Application”). The Application requests the addition of 1.5 MW of generation, and proposes a Generating Facility consisting of two (2) Fronius Symo 20 kW, fourteen (14) Fronius Symo 24 kW, two (2) Solectria SGI 300 kW, and three (3) Solectria SGI 500XTM Inverters. The total Gross Nameplate Rating of the Ben Clark Training Center will increase to 2.476 MW. The Interconnection Customer is exporting power into SCE’s system.
- C. The parties now wish to amend the Agreement as set forth herein to provide for the interconnection of the new generation with a total Gross Nameplate Rating of 2.476 MW. Attachment 2 will be amended to memorialize the additional Interconnection Customer’s Interconnection Facilities and Distribution Provider’s Interconnection Facilities, as well as the new Estimated Cost and Interconnection Facilities Charge. The ITCC provisions in Attachment 2 were revised to require cash payment for the estimated tax liability instead of security. Attachment 3 will be amended to memorialize the new One-Line Diagram depicting the Conceptual Method of Service. Attachment 4 will be amended to memorialize the new Proposed Interconnection Customer’s Interconnection Facilities completion, Proposed In-Service, Proposed Initial Synchronization, and Proposed Commercial Operation Milestone Dates. Attachment 5 will be amended to memorialize the new total Gross Nameplate Rating and description of the Generating Facility. Attachment 7 will be amended to reflect the updated information for the Summary of Generating Facility and Interconnection Customer Account.

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3-035-3422-13

GFID No 8218

3.9 1/31/17
2017-2-134036

**RULE 21 GENERATOR INTERCONNECTION AGREEMENT (GIA)
FOR EXPORTING GENERATING FACILITIES
(Applicable to Schedule RES-BCT)
Amendment No. 1
County of Riverside
GFID8218**

AGREEMENT

In consideration of the mutual promises and covenants and agreements hereinafter set forth and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

1. **AMENDMENT**

- 1.1. Attachment 2 Description and Costs of the Generating Facility, Interconnection Facilities, and Metering Equipment is hereby replaced in its entirety:

**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 *16763 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,

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

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) Telemetry.
- In accordance with specifications provided by the Distribution Provider, provide the following in compliance with the telemetry requirements of the Interconnection Handbook:
1. Allow the Distribution Provider to review and approve the Interconnection Customer's telemetry equipment design and perform inspections to ensure compatibility with the Distribution Provider's telemetry equipment; allow the Distribution Provider to perform acceptance testing of the telemetry equipment and the right to require the correction of installation deficiencies.
 2. Provide broadband internet service to support communication of the telemetering data to the Distribution Provider's grid control center.
 3. Provide and install a Distribution Provider approved serial device server ("SDS") in an approved enclosure located in an area with a suitable environment.
 4. Provide a convenience power source to the SDS enclosure for SDS power.
 5. Provide and install data communication cabling for the required telemetering data from the Interconnection Customer's data acquisition system to the SDS enclosure.
 6. Allow the Distribution Provider to terminate the data communication cables inside the Interconnection Customer's SDS enclosure and program the SDS.
- (v) Install all required metering equipment at the Generating Facility, in accordance with Rule 21, the CAISO Tariff, and the Interconnection Handbook.
- (vi) 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.
- (vii) 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.
- (viii) 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.
- (ix) Install disconnect facilities in accordance with the Distribution Provider's Interconnection Handbook to comply with the Distribution Provider's switching and tagging procedures.

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FOR EXPORTING GENERATING FACILITIES
(Applicable to RES-BCT)

(b) **Distribution Provider's Interconnection Facilities.** The Distribution Provider shall:

- (i) Install approximately 300 feet of primary cable and splices.
- (ii) Install one (1) 2500kVA 12 kV/480V transformer and secondary cable.
- (iii) Install one (1) automated 3-way pad-mounted gas switch.
- (iv) Install one (1) PME-5 fuse cabinet.
- (v) 480V metering and associated wiring.
- (vi) Telemetry.
 - 1. Terminate the Interconnection Customer provided communication cables inside the Interconnection Customer's SDS enclosure.
 - 2. Program and test the SDS.
 - 3. Perform setup and programming on the Distribution Provider's telemetry equipment as required to support communication of the telemetered data to the Distribution Provider's grid control center.
 - 4. Perform a functional test of the telemetry equipment to verify compliance with the requirements of the Interconnection Handbook.
- (vii) 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.
- (viii) 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.

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.

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FOR EXPORTING GENERATING FACILITIES
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- 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) Amendment No. 1: The agreement among the parties dated _____, 2016 implementing amendment no. 1 to this GIA.
 - (c) Applicable Reliability Council: The reliability council applicable to the Distribution System to which the Generating Facility is directly interconnected.
 - (d) 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.
 - (e) 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.
 - (f) 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.
 - (g) CAISO Controlled Grid: The system of transmission lines and associated facilities that have been placed under the CAISO's Operational Control.
 - (h) CAISO Tariff: The California Independent System Operator FERC Electric Tariff.
 - (i) Capital Additions: Any modifications to the Distribution Provider's Interconnection Facilities. Such modifications may be any Units of Property which are added to the 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.

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- (j) 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.
- (k) 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.
- (l) Commercial Operation Date: The date on which a Generator at a Generating Facility commences Commercial Operation as agreed to by the Parties.
- (m) 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.
- (n) 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.
- (o) 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.
- (p) 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.
- (q) 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.
- (r) 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.
- (s) 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.

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- (t) 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.
- (u) Effective Date: The date on which this Agreement becomes effective pursuant to Article 3.1.
- (v) 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.
- (w) 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.
- (x) Initial Synchronization Date: The date upon which the Generating Facility is initially synchronized and upon which Trial Operation begins.
- (y) 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.
- (z) 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.
- (aa) 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.
- (bb) 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.
- (cc) 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.

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- (dd) 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.
- (ee) NERC: The North American Electric Reliability Corporation or its successor organization.
- (ff) 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.
- (gg) 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.
- (hh) 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.
- (ii) 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.
- (jj) 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.
- (kk) 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.
- (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.

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(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. Estimated Tax Liability. The Interconnection Customer's estimated tax liability is as follows:

$$\text{Current Tax Rate} \times (\text{Gross Income Amount} - \text{Present Value of Tax Depreciation}) / (1 - \text{Current Tax Rate}) = 22\%$$

$$\text{Estimated tax liability for Distribution Provider's Interconnection Facilities} = 22\% \times (\text{Interconnection Facilities Cost}) = 22\% \times (\$283,100) = \$62,282$$

$$\text{Estimated tax liability for Distribution Upgrades} = 22\% \times (\text{Distribution Upgrades Cost}) = 22\% \times (\$0) = \$0$$

Estimated tax liability assumes the following costs:

Interconnection Facilities Cost = \$283,100

Distribution Upgrades Cost = \$0

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Based upon the total estimated tax liability, the Interconnection Customer shall provide payment to the Distribution Provider in the amount of \$62,282, pursuant to Section 17 of this Attachment 2.

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.

- (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.

RULE 21 GENERATOR INTERCONNECTION AGREEMENT (GIA)
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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 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.

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- (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.
- (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

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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 Facilities Cost	Distribution Upgrades Cost	Reliability Network Upgrades Cost	Delivery Network Upgrades Cost	One-Time Cost	Total	ITCC*
Distribution Provider's Interconnection Facilities							
- Install approximately 300 feet of primary cable - Install one (1) automated 3-way pad-mounted gas switch. - Install one (1) PME-5 fuse cabinet. - Install one (1) 2500 kVA 12kV/480V transformer and secondary cable - 480V metering and associated wiring - Telemetry	\$283,100				\$6,100	\$289,200	\$62,282
Distribution Upgrades							
None							

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Reliability Network Upgrades							
None							
Delivery Network Upgrades							
None							
Total	\$283,100				\$6,100	\$289,200	\$62,282

*Note: ITCC/estimated tax liability will be provided pursuant to Attachment 2, Sections 11 and 17.

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
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	0.38%	\$283,100	\$1,075.78	[to be inserted after true-up]	[to be inserted after true-up]

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Completion Date					
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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	Sub-Total	Associated ITCC	Project Payment
1.	PAID on 5/24/2016	\$95,900					\$95,900	\$33,565	\$129,465
2.	PAID on 8/8/2016	\$187,200				\$6,100	\$193,300	\$28,717	\$222,017
Total		\$283,100				\$6,100	\$289,200	\$62,282	\$351,482

All amounts shown above are in nominal dollars.

Interconnection Facilities Payment = (Interconnection Facilities Cost + associated One-Time Cost) = \$289,200

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

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

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- 1.2. Attachment 3 One-line Diagram Depicting the Generating Facility, Interconnection Facilities, Metering Equipment, and Upgrades is hereby replaced in its entirety:

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Attachment 3

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

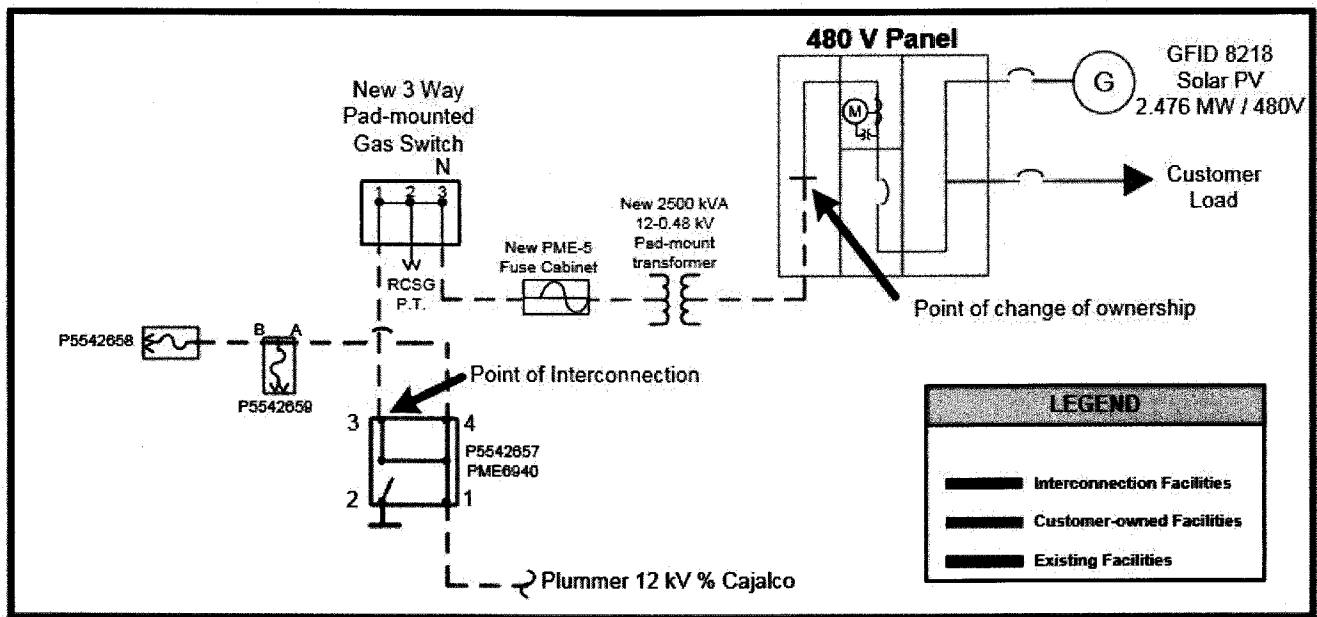


Figure 1: Conceptual Method of Service

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- 1.3. Attachment 4 Milestones is hereby replaced in its entirety:

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Attachment 4

Milestones

In-Service Date: February 24, 2017

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	Completed – 5/27/2016
(b)	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 of Amendment No. 1
(c)	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
(d)	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
(e)	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
(f)	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
(g)	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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Item	Milestone	Responsible Party	Due Date
(h)	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
(i)	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
(j)	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
(k)	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
(l)	Proposed Interconnection Customer's Interconnection Facilities completion date	Interconnection Customer	February 24, 2017
(m)	Completion of the Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades	Distribution Provider	Within (90) Business Days following the Item (c)
(n)	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
(o)	Performance of a complete calibration test and functional trip test of the system protection facilities	Interconnection Customer and Distribution Provider	During the commissioning test
(p)	In-Service Date	Interconnection Customer	February 24, 2017
(q)	Proposed Initial Synchronization Date	Interconnection Customer	February 24, 2017

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Item	Milestone	Responsible Party	Due Date
(r)	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
(s)	Proposed Commercial Operation Date	Interconnection Customer	March 10, 2017
(t)	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 _____ Date _____
 Jill Horswell

For the Distribution Owner (If Applicable) _____ Date _____

For the Interconnection Customer _____ Date _____

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- 1.4. Attachment 5 Section 1 is hereby amended to read:

Generating Facility: All equipment and facilities comprising the Interconnection Customer's 2.476 net MW (2.476 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) Fronius Symo 20 kW, fourteen (14) Fronius Symo 24 kW, two (2) Solectria SGI 300 kW, and three (3) Solectria SGI 500XTM 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.

- 1.5. Attachment 5 Section 3 (a) is hereby amended to read:

This GIA provides for interconnection of a total net capacity of 2.476 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.

- 1.6. Attachment 7 Summary of Generating Facility and Interconnection Customer Account is hereby replaced in its entirety:

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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: 259000-017643
- (c) Interconnection Customer Service Account Number: 035-3422-13
- (d) Applicable Rate Schedule: TOU-GS2B
- (e) Generating Facility Location: 16763 Davis Ave., Riverside, CA 92518
- (f) Generating Facility Technology: solar photovoltaic
- (g) Generating Facility Capacity: 2.476 net MW
2.476 gross MW
- (h) Estimated Monthly Energy Production of the Generating Facility: 400.842 MWh
- (i) Estimated Date of Parallel Operation of the Generating Facility with the Distribution System: February 24, 2017

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2. MISCELLANEOUS

- 2.1. Legal Effect. Except as expressly set forth herein, the Agreements remains unchanged and, as so modified, the Agreement shall remain in full force and effect.
- 2.2. Notice. Each notice which any Party gives under or in connection with this Amendment shall be in writing and shall be deemed gives as follows: (i) notice by facsimile or hand delivery shall be deemed given at the close of business on the day actually received, if received during business hours on a business day, and otherwise shall be deemed given at the close of business on the next business day; (ii) notice by overnight mail or courier service shall be deemed given on the next business day after it was sent out; and (iii) notice by first class United States mail shall be deemed given two (2) business days after the postmarked date.

Notice shall be addressed to the Parties as follows:

If to SCE: Southern California Edison Company
 Attention: Manager, Grid Contracts, Administration & Billing
 2244 Walnut Grove Avenue.
 PO Box 800
 Rosemead, CA 91770
 Phone: (626) 302-1212
 Fax: (626) 302-1152

If to Interconnection Customer: County of Riverside
 Attention: Janet Purchase
 3403 10th Street, Suite 300
 Riverside, CA 92501
 Phone: (951) 955-4898
 Fax: (951) 955-8405

- 2.3. Representations and Warranties of Both Parties. On the Effective Date, each Party represents, warrants and covenants to the other Party that:
- (a) The execution, delivery and performance of this Amendment are within its power, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, and contracts to which it is a party or any law, rule, regulation, order or the like applicable to it;

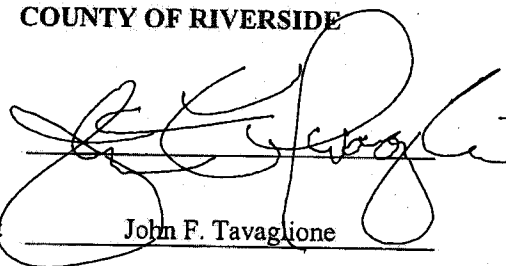
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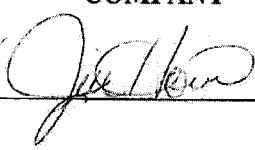
- (b) There is not pending, or to its knowledge, threatened against it or, in the case of Interconnection Customer, any of its affiliates, any legal proceedings that could materially adversely affect its ability to perform under this Amendment.
- 2.4. Additional Seller Representations Warranties. Interconnection Customer represents and warrants that it holds all rights, title, and interest in and to the Generating Facility, and that Interconnection Customer shall maintain ownership of demonstrable exclusive rights to the Generating Facility throughout the term of the Agreement.
- 2.5. Indemnification. Each Party shall defend, save harmless and indemnify the other Party from any and all loss, liability, damage, claim, cost, charge, demand or expense arising out of or in connection with any breach made by the other Party of its representations and warranties in Section 2.3 and 2.4.
- 2.6. Effective Date. This Amendment shall be deemed to be effective as of _____ (“Effective Date”).
- 2.7. Governing Law. This amendment shall be governed by and construed in accordance with the laws of the state of California without regard to any conflict of laws and provisions thereof.
- 2.8. Successors and Assigns. This Amendment shall be binding upon and insure to the benefit of the Parties hereto and their respective successors and assigns.
- 2.9. Authorized Signatures. Each party represents and warrants that the person who signs below on behalf of that Party has authority to execute this Amendment on behalf of such Party and to bind such party to this Amendment.
- 2.10. Further Agreements. This Amendment shall not be amended, changed, modified, abrogated or superseded by a subsequent agreement unless such subsequent agreement is in the form of a written instrument signed by the Parties.
- 2.11. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by the facsimile transmission or by other electronic means shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or by other electronic means shall be deemed to be their original signatures for all purposes.

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COUNTY OF RIVERSIDE

**SOUTHERN CALIFORNIA EDISON
COMPANY**

By: 
Name: John F. Tavaglione


By: 
Name: Jill Horswell

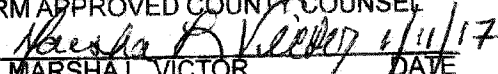
Title: Chairman, Board of Supervisors

Title: Director, Grid Contracts Origination and Operations

Date: JAN 31 2017

Date: December 21, 2016

ATTEST:
KECIA HARPER-IHEM, Clerk
By: 
DEPUTY

FORM APPROVED COUNTY COUNSEL
BY:  1/11/17
MARSHA B. VETTER DATE

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(Applicable to Schedule RES-BCT)
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County of Riverside
GFID8218**

COUNTY OF RIVERSIDE

**SOUTHERN CALIFORNIA EDISON
COMPANY**

By: _____

By:  _____

Name: John F. Tavaglione

Name: Jill Horswell

Title: Chairman, Board of Supervisors

Title: Director, Grid Contracts Origination and
Operations

Date: _____

Date: December 21, 2016