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AMENDMENT NO. 1
TO THE
POWER PURCHASE CONTRACT
BETWEEN
SOUTHERN CALIFORNIA EDISON COMPANY
AND
ENERGY DISTRIBUTION COMPANY
QFID NO. 6113
DESERT WINDS II

QF ID NO. 6113

Document No. V626/RDG

CLD NO. 388046

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AMENDMENT NO. 1
POWER PURCHASE CONTRACT
BETWEEN
SOUTHERN CALIFORNIA EDISON COMPANY
AND
ENERGY DISTRIBUTION COMPANY

1. PARTIES: This Amendment No. 1 to the Power Purchase Contract between Energy Distribution Company and Southern California Edison Company ("Contract") is entered into by SeaWest Industries, Inc., a California corporation ("Seller") and Southern California Edison, ("Edison") a California corporation hereinafter referred to individually as "Party", and collectively as "Parties".
2. RECITALS: This Amendment No. 1 to the Contract is made with reference to the following facts, among others:
- 2.1 The Contract was executed between Energy Distribution Company and Southern California Edison Company as of the 20th day of August 1985.
- 2.2 The Contract was assigned to SeaWest Industries, Inc. as of the 24th day of September 1987.
- 2.3 Edison consented to the assignment of the Contract as of the 4th day of October 1988.
- 2.4 The Parties executed an Interconnection Facilities Agreement, Document V66 ("Agreement") as of the 4th day of October 1988 to provide for the necessary facilities on a Seller Owned and Operated Basis to interconnect the Project to Edison's electrical

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1 system at Edison's Vincent Substation via a 220 kV
2 transmission line Seller is to construct.

3 2.5 Seller has requested permission to interconnect
4 their Project to Edison's Antelope Substation on a
5 temporary basis. Edison has 36.5 MW of excess
6 capacity which Seller can use on a temporary basis.

7 2.6 Seller wishes to execute a new interconnection
8 facilities agreement on a Seller Owned and Operated
9 Basis for the Desert Winds II Project to be
10 constructed on the alternate site as listed in
11 Document V66 and for temporary interconnection at
12 Edison's Antelope Substation utilizing Seller's
13 existing 220 kV line that is energized at 66 kV and
14 for the permanent Project site metering.

15 2.7 The Contract provides that the Energy and capacity
16 purchased will be metered on the Edison side of the
17 interconnection facilities and Edison has installed
18 a meter on the 66 kV interconnection facilities at
19 Edison's Antelope Substation to do so. However,
20 since more than one Project's Energy and capacity is
21 transmitted on the 66 kV transmission line it is
22 necessary to have another meter installed at the
23 Project site to record the Energy and capacity at
24 that point to provide for some method of calculating
25 the line losses and to determine the amount of
26 Energy and capacity actually purchased from this

1 Project at the Antelope Substation. The Parties
2 wish to insert a method of determining the line loss
3 factors into the Contract.

4 2.8 The Parties wish to Amend the Contract and
5 Appendix A to the Contract to reflect intentions
6 referenced in this Section 2. The changes agreed to
7 by amendment are set forth herein.

8 3. AGREEMENT: The Parties agree to amend the Contract as
9 follows:

10 3.1 Section 1.2 is amended to provide that Seller may
11 interconnect on a temporary basis any portion of the
12 Generating Facility's Nameplate Rating as listed in
13 Section 1.2 by August 19, 1990, on the alternate
14 site as listed on page 6 of Attachment A to the
15 master interconnection facilities agreement
16 (Document V66) in order to place the project in Firm
17 Operation and shall now read as follows:

18 "Section 1.2 Seller's Generating Facility:

19 a. Nameplate Rating: 75,000 kW.

20 Interconnection of any portion of said
21 capacity on or before August 19, 1990, on
22 the alternate site as listed on page 6 of
23 Attachment A of the master interconnection
24 facilities agreement (Document V66) to
25 Edison's electrical system pursuant to the
26

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1 attached Appendix A, will place the Desert
2 Winds II project in Firm Operation.

3 3.2 Section 1.13 is amended to provide for Edison to
4 record the Energy and capacity produced by Seller's
5 Desert Winds II Project on the 21 kV metering at the
6 Project site and include the appropriate loss
7 compensation factors to reflect the amount of Energy
8 and capacity that Edison actually purchases as
9 recorded on the 66 kV metering at Edison's Antelope
10 Substation and shall now read as follows:

11 "1.13 Metering Location: The meters that will
12 record the kWhrs for which Seller shall be
13 paid rates for Energy and capacity
14 purchased shall be located at Edison's
15 Antelope Substation. These meters will
16 record the kWhrs produced by all of the
17 Projects interconnected to SeaWest's 66 kV
18 line. Metering shall also be installed at
19 the Project site to record the kWhrs
20 produced by this specific Project. These
21 Project site meters shall be on the high
22 side (21 kV) of Seller's portion of the
23 Interconnection Facility. The kWhrs
24 recorded on the Project site meters shall
25 be reduced by a loss compensation factor
26 to approximate the actual kWhrs that

1 Edison receives and purchases from the
2 Project at the Antelope Substation.
3 Edison shall calculate the loss
4 compensation factor by determining the
5 losses of all projects interconnected to
6 the 66 kV line on a percentage basis by
7 recording the kWhs produced at each
8 project site and the kWhrs received at the
9 Antelope Substation. The loss
10 compensation factor for the Project for
11 each of the first three months shall equal
12 that month's percentage loss factor as
13 calculated. Thereafter, the loss
14 compensation factor shall be fixed and
15 shall equal the average losses of the
16 first three months of calculated losses.
17 The percentage loss factor shall be
18 calculated as follows:

19 kWh's from Antelope meter

20 kWh's from DW I plus
21 kWh's from DW II plus
22 kWh's from DW III

23 3.3 Section 6 is amended to add a new Section 6.7 which
24 shall read as follows:

25 "6.7 As of the date of execution of this
26 Amendment No. 1, the Parties acknowledge
they are negotiating a number of amendments

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and additional agreements relating to the permanent interconnection described in Document No. V66 and related documents. Nothing in this Agreement shall be deemed to be in lieu of any further agreements or amendments being negotiated by the Parties as of the effective date of this Agreement."

3.4 Appendix A to this Amendment will be added as Appendix A to the Contract.

4. OTHER CONTRACT TERMS AND CONDITIONS: Except as expressly amended, the terms and conditions of the original Contract shall remain in full force and effect.

5. EFFECTIVE DATE: This Amendment No. 1 shall become effective when it has been duly executed by the Parties.

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1 6. MULTIPLE ORIGINALS: This Amendment is executed in two
2 counterparts, each of which shall be deemed an original.
3 7. SIGNATURE CLAUSE: The signatories hereto represent that
4 they have been appropriately authorized to enter into
5 this Amendment No. 1 to the Contract on behalf of the
6 Party for whom they sign. This Amendment No. 1 to the
7 Contract is hereby executed as of this 17th day
8 of August, 1990.

10 SOUTHERN CALIFORNIA EDISON COMPANY

11
12 By: Robert Dietch
13 Name: Robert Dietch
14 Title: Vice President

15 SEAWEST

16
17 By: Robert L. Eisen
18 Name: Robert Eisen
19 Title: Executive Vice President

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APPROVED AS TO FORM:
DAVID N. BARRY, III
Vice President and General Counsel
By: David N. Barry Attorney
Aug 16, 1990