



Renewable and Alternative Power
California Renewable Energy Small Tariff Excess AGREEMENT

1225 ID Number

This Power Purchase Agreement ("Agreement") is entered into by and between:

Riverside County Waste Management Dept. ("Producer"), a
Department of the County of Riverside, California (Please verify

corporate name and indicate state of incorporation) an Eligible Customer, and

Southern California Edison Company ("SCE"), a California corporation.

Producer and SCE are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." All capitalized terms set forth herein shall have the meanings ascribed to them in Section 14.5.

1. RECITALS.

1.1 This Agreement provides for Producer to Interconnect and Operate a Renewable Generating Facility in parallel with SCE's Distribution System. This Agreement requires the Producer to be a retail customer and to obtain retail electrical service from SCE to serve all the electrical loads, net of the Renewable Generating Facility, at the Premises identified in Appendix A. This Agreement also provides for Producer to sell Excess electric energy produced by the Renewable Generating Facility directly to SCE provided the Renewable Generating Facility satisfies the Eligible Renewable Resource Facility Requirements as set forth in Appendix C, or the Small Power Producer Qualifying Facility Requirements and the Eligible Renewable Resource Facility Requirements set forth in Appendix D. This Agreement does not constitute an agreement by SCE to provide retail electrical service to Producer. Such arrangements must be made separately between SCE and Producer.

1.2 In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

2. SUMMARY AND DESCRIPTION OF RENEWABLE GENERATING FACILITY

2.1 A description of the Renewable Generating Facility, including a summary of its significant components, a drawing showing the general arrangement of the Producer's Renewable Generating Facility, and a single-line diagram illustrating the Interconnection of the Renewable Generating Facility and loads with SCE's Distribution System, is attached hereto and incorporated herein as Appendix A.

2.2 Name and address used by SCE to locate the electric Service Account(s) and Premises used to Interconnect the Renewable Generating Facility with SCE's Distribution System:

Riverside County Waste Mgmt

Badlands Landfill

31125 Ironwood Ave.

Moreno Valley, CA 92555 (92388 on SCE bill)

Service Account # [REDACTED]

Service Account (if known)

- 2.3 The Gross Power Rating of the Renewable Generating Facility is 1,200 kW.
- (a) This Gross Power Rating is based on: (check one)
- generator nameplate; or (insert for solar: inverter rating)
- prime mover nameplate; or (insert for solar: solar array rating)
- renewable fuel availability.
- 2.4 The Net Power Rating of the Renewable Generating Facility is 1,100 kW.
(This value may not exceed 1,500 kW.)
- 2.5 The maximum (instantaneous) level of power that may be exported through the Point of Common Coupling by the Renewable Generating Facility to SCE's Distribution System is 1,150 kW. Please supply estimate!
- 2.6 The annual energy production of the Renewable Generating Facility, net of Station Use, measured by the NGOM is expected to be 6,570,000 kWh. Please supply estimate!
- 2.7 The annual energy exported through the Point of Common Coupling from the Producer's Premises identified in Appendix A beyond Producer's use is expected to be 6,570,000 kWh. Please supply estimate!
- 2.8 The Renewable Generating Facility's expected date of Initial Operation is March 31, 2009.
The actual date of Initial Operation shall be within 18 months of the last date entered in Section 17 of this Agreement.
- 2.9 Producer hereby represents and warrants that the Renewable Generating Facility:
- Please check all that apply.
- (a) Does meet with the requirements for "Eligible Renewable Resource" as such term is used in Section 399.11 et seq. of the California Public Utilities Code.
- (b) Does meet with both the requirements for "Cogeneration" as such term is used in Section 216.6 of the California Public Utilities Code and with the requirements for "Eligible Renewable Resource" as such term is used in Section 399.11 et seq. of the California Public Utilities Code.
- (c) Does meet with both the requirements for a Small Power Producer Qualifying Facility pursuant to the regulations of the Federal Energy Regulatory Commission (18 Code of Federal Regulations Part 292, Section 292.203 et seq.) implementing the Public Utility Regulatory Policies Act of 1978 as Amended by the Energy Policy Act of 2005 and with the requirements for "Eligible Renewable Resource" as such term is used in Section 399.11 et seq. of the California Public Utilities Code.

3. DOCUMENTS INCLUDED; DEFINED TERMS

This Agreement includes the following exhibits, which are specifically incorporated herein and made a part of this Agreement.

Appendix A - Description of Renewable Generating Facility and Single-Line Diagram
(Supplied by Producer)

Appendix B - A copy of Interconnection Facilities Financing and Ownership Agreement, if applicable (Supplied by SCE)

- Appendix C - Producer's warranty that the Renewable Generating Facility meets with the requirements for "Eligible Renewable Resource" as defined in Section 399.11 et seq. of the California Public Utilities Code, if applicable.
- Appendix D - Producer's warranty that the Renewable Generating Facility, prior to January 1, 2002 met and continues to meet with the requirements for both a Small Power Producer Qualifying Facility pursuant to the regulations of the Federal Energy Regulatory Commission (18 Code of Federal Regulations Part 292, Section 292.203 et seq.) implementing the Public Utility Regulatory Policies Act of 1978 as Amended by the Energy Policy Act of 2005 and "Eligible Renewable Resource" as defined in Section 399.11 et seq. of the California Public Utilities Code, if applicable.
- Appendix E - Forecast Requirements for Generating Facilities that have a Net Power Rating greater or equal to 500 kW
- Appendix F - Definitions
- Appendix G - TOU Periods and Energy Allocation Factors
- Appendix H - Summary of Dates, Term and Product Price for this Agreement

4. TERM AND TERMINATION

- 4.1 This Agreement shall become effective on the Effective Date. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:
- (a) A termination date agreed to in writing by the Parties.
 - (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric Service Account through which Producer's Renewable Generating Facility is interconnected to SCE's Distribution System is closed or terminated.
 - (c) At 12:01 A.M. on the day following the completion of: (check one)
 10 / 15 / 20 Term Years from Initial Operation per Section 2.8.
- 4.2 SCE may elect to terminate this Agreement at 12:01 A.M. on the 61st day after SCE provides written Notice pursuant to Section 10 of this Agreement to the Producer of SCE's intent to terminate this Agreement for one or more of the following reasons:
- (a) A change in applicable Tariffs as approved or directed by the Commission or a change in any local, state or federal law, statute or regulation, any of which materially alters or otherwise materially affects SCE's ability or obligation to perform SCE's duties under this Agreement;
 - (b) Producer fails to take all corrective actions specified in any SCE Notice, within the time frame set forth in such Notice, that Producer's Renewable Generating Facility is out of compliance with the terms of this Agreement;
 - (c) Producer fails to Interconnect and Operate a generator within the Renewable Generating Facility, in accordance with the terms and conditions set forth in this Agreement, within one hundred and twenty (120) days after SCE delivers electric energy for Station Use; or

(d) SCE shall deem the Renewable Generating Facility to be abandoned if SCE provides a Notice to Producer advising Producer of SCE's determination, in its reasonable discretion, that the Renewable Generating Facility is non-operational for any of the following reasons:

- (1) Producer abandons the Renewable Generating Facility;
- (2) Output from the Renewable Generating Facility ceases for 12 consecutive months; or
- (3) Producer fails to achieve Initial Operation within 18 months of the Effective Date; and

Producer does not provide a substantive response to such Notice affirming Producer's intent and ability to continue to Operate the Renewable Generating Facility within 15 days of such Notice.

4.3 Any agreements attached hereto and incorporated herein shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

5. RENEWABLE GENERATING FACILITY OPERATION

5.1 Producer is responsible for Operating the Renewable Generating Facility in compliance with all of SCE Tariffs, including but not limited to Rule 21, and any other regulations and laws governing the Interconnection of the Renewable Generating Facility.

5.2 The Renewable Generating Facility Net Power Rating shall be less than or equal to 1,500 kW.

5.3 Producer shall not deliver reactive power to SCE's Distribution System unless the Parties have otherwise agreed in writing.

5.4 The Renewable Generating Facility shall be Operated with all of Producer's Protective Functions in service and in accordance with Prudent Electrical Practices whenever the Renewable Generating Facility is Operated in parallel with SCE's Distribution System. Any deviation from these requirements may occur only when the Parties have agreed to such deviations in writing.

5.5 For a Renewable Generating Facility having a Net Power Rating equal to or greater than 500 kW, the Parties shall comply with the forecasting provisions of Appendix E.

5.6 SCE shall have ingress and egress to examine the Site and Generating Facility for purposes connected with this Agreement.

6. BILLING AND PAYMENT

6.1 The amount of energy purchased under this Agreement shall be determined by electrical meters and equipment owned, Operated, and maintained by SCE.

6.2 The Product Price, as set forth in Section 3 of Appendix H, shall equal the Market Price Referent ("MPR") as determined by the Commission during the calendar year of the Effective Date for the project on-line year that agrees most closely with the date of actual Initial Operation and the Term as elected in Section 4.1(c).

CREST EXCESS AGREEMENT
SOUTHERN CALIFORNIA EDISON
Riverside County Waste Management Dept. **PRODUCER NAME**
1225 ID Number

- 6.3 Producer agrees to sell all Excess electric energy produced by the Renewable Generating Facility as specified herein in Section 6.4 below and all Green Attributes, Capacity Attributes and Resource Adequacy Benefits (collectively, the "Attributes") associated with the energy sold to SCE.
- 6.4 SCE shall pay Producer for all Attributes and all Excess electric energy measured by the SCE Meter located as shown on the Single-Line Diagram of Appendix A.
- 6.5 For the purpose of calculating monthly payments, the amount of Excess electric energy measured by the SCE Meter shall be time-differentiated according to the time period and season of the receipt of Product by SCE from Producer ("TOU Periods") and the pricing shall be weighted by the Energy Allocation Factors set forth in Appendix G.

As set forth in Appendix G, TOU Periods for the winter season shall be mid-peak, off-peak and super off-peak and TOU Periods for the summer season shall be on-peak, mid-peak and off-peak.

The monthly payment shall equal the sum of the monthly TOU Period payments for all TOU Periods in the month. Each monthly TOU Period payment shall be calculated pursuant to the following formula, where "n" is the TOU Period being calculated:

$$\text{TOU PERIOD}_n \text{ PAYMENT} = A \times B \times C$$

Where:

- A = Product Price specified in Appendix H in \$/kWh.
- B = Energy Allocation Factor, set forth in Appendix G, for the TOU Period being calculated.
- C = The sum of Excess energy recorded by the SCE Meter in all hours for the TOU Period being calculated in kWh.
- 6.6 SCE shall use net generation output amounts measured by the NGOM for purposes of billing the Producer in accordance with SCE's applicable departing load Tariff rate schedule(s), if applicable.
- 6.7 SCE shall determine the amount of energy received by SCE pursuant to this Agreement for each monthly period and provide a statement to Producer approximately thirty (30) days after each monthly meter reading date.
- 6.8 SCE shall not be obligated to issue a payment to Producer until the amount due for the energy received pursuant to this Agreement exceeds one thousand dollars (\$1000), except that SCE shall pay all amounts due to Producer pursuant to this Agreement at least once per calendar year no later than 30 days after the end of the calendar year.
- 6.9 Unless otherwise agreed in writing by the Parties, any payment due for Product received under this Agreement shall be satisfied by SCE issuing a check to Producer. Alternatively, SCE reserves the right, but shall not be obligated to apply any amount owed to Producer toward any amounts due to SCE from Producer for any charges incurred under this Agreement or for past due bills for electric service or for SCE services.
- 6.10 In the event adjustments to SCE's payments are required as a result of inaccurate metering equipment, SCE shall determine the correct amount of energy received under this Agreement during the period of inaccuracy and recompute the amount due to or from Producer. Any refund due and payable to SCE or due by SCE to Producer resulting from inaccurate metering shall be made within thirty (30) calendar days of SCE's Notice to Producer by SCE of the amount due.

6.11 Monthly charges, if any, associated with Interconnection Facilities shall be billed and paid pursuant to the applicable Interconnection Facilities Financing and Ownership Agreement in Appendix B and monthly charges, if any, associated with electric service provided by SCE shall be billed and paid pursuant to the applicable Tariffs filed by SCE with the Commission.

7. INTERCONNECTION FACILITIES

- 7.1 Producer and/or SCE, as appropriate, shall provide Interconnection Facilities that adequately protect SCE's Distribution System, personnel, and other persons from damage or injury, which may be caused by the Operation of Producer's Renewable Generating Facility.
- 7.2 Producer shall be solely responsible for the costs, design, purchase, construction, Operation, and maintenance of the Interconnection Facilities that Producer owns.
- 7.3 If the provisions of SCE's Rule 21, or any other Tariff approved by the Commission, require SCE to own and operate a portion of the Interconnection Facilities, Producer and SCE shall promptly execute an Interconnection Facilities Financing and Ownership Agreement that establishes and allocates responsibility for the design, installation, Operation, maintenance, and ownership of the Interconnection Facilities. This agreement shall be attached to and made a part of this Agreement as Appendix B.

8. 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 of any kind whatsoever.

9. INSURANCE

- 9.1 In connection with Producer's performance of its duties and obligations under this Agreement, Producer shall maintain, during the term of this Agreement, general liability insurance with a combined single limit of not less than:
- (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Power Rating of Producer's Renewable Generating Facility is greater than one hundred (100) kW;
 - (b) One million dollars (\$1,000,000) for each occurrence if the Gross Power Rating of Producer's Renewable Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; and
 - (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Power Rating of Producer's Renewable Generating Facility is twenty (20) kW or less.
 - (d) Two hundred thousand dollars (\$200,000) for each occurrence if the Gross Power Rating of Producer's Renewable Generating Facility is ten (10) kW or less and Producer's Renewable Generating Facility is connected to an account receiving residential service from SCE.

Such general liability insurance shall include coverage for "Premises-Operations, Owners and Contractors Protective, Products/Completed Operations Hazard, Explosion, Collapse, Underground, Contractual Liability, and Broad Form Property Damage including Completed Operations."

- 9.2 The general liability insurance required in Section 9.1 shall, by endorsement to the policy or policies, (a) include SCE as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that SCE shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide for thirty (30) calendar days' written notice to SCE prior to cancellation, termination, alteration, or material change of such insurance.
- 9.3 If Producer's Renewable Generating Facility is connected to an account receiving residential service from SCE and the requirement of Section 9.2(a) prevents Producer from obtaining the insurance required in Section 9.1, then upon Producer's written Notice to SCE in accordance with Section 10.1, the requirements of Section 9.2(a) shall be waived.
- 9.4 Evidence of the insurance required in Section 9.2 shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by SCE.
- 9.5 Producer agrees to furnish the required certificates and endorsements to SCE prior to Initial Operation. SCE shall have the right to inspect or obtain a copy of the original policy or policies of insurance.
- 9.6 If Producer is self-insured with an established record of self-insurance, Producer may comply with the following in lieu of Sections 9.1 through 9.4:
- (a) Producer shall provide to SCE, at least thirty (30) calendar days prior to the date of Initial Operation, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required under Section 9.1.
 - (b) If Producer ceases to self-insure to the level required hereunder, or if Producer is unable to provide continuing evidence of Producer's ability to self-insure, Producer agrees to immediately obtain the coverage required under Section 9.1.
- 9.7 All insurance certificates, statements of self insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued, clearly labeled with agreement ID number and submitted to the following:

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

10. NOTICES

- 10.1 Any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:

If to SCE: Southern California Edison Company
Attention: Vice President, Renewable & Alternative Power
Address: 244 Walnut Grove Avenue
P.O.: Box 800
City: Rosemead, CA 91770

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SOUTHERN CALIFORNIA EDISON
Riverside County Waste Management Dept. **PRODUCER NAME**
1225 ID Number

Phone: (626) 302-1212
FAX: (626) 302-9622

If to Producer: Producer Name: Riverside County Waste Mgmt.
Address: 14310 Frederick St.
City: Moreno Valley, CA 92553
Phone: (951) 486-3232
FAX: (951) 486-3250

- 10.2 A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 10.1.
- 10.3 All Notices must reference the agreement ID number set forth on the first page of this Agreement.
- 10.4 Notices (other than forecasts and schedules) shall, unless otherwise specified herein, be in writing and may be delivered in person, United States mail or overnight courier service.
- 10.5 Notice by hand delivery shall be effective at the close of business on the day actually received, if received during business hours on a Business Day, and otherwise shall be effective at the close of business on the next Business Day, unless a different date for the Notice to go into effect is stated in another section of this Agreement.
- 10.6 Notice by overnight United States mail or courier shall be effective on the next Business Day after it was sent.
- 10.7 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by Notice provided in accordance herewith.
11. REVIEW OF RECORDS AND DATA
- 11.1 SCE shall have the right to review and obtain copies of Producer's operations and maintenance records, logs, or other information such as, but not limited to, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Producer's Renewable Generating Facility or its Interconnection with SCE's Distribution System.
- 11.2 Producer authorizes SCE to release to the CEC and/or the Commission information regarding the Renewable Generating Facility, including the Producer's name and location, and the size, location and operational characteristics of the Renewable Generating Facility, the Term, the ERR type, the Initial Operation Date and the Net Power Rating of the Renewable Generating Facility, as requested from time to time pursuant to the CEC's or Commission's rules and regulations.
12. ASSIGNMENT
- Producer shall not voluntarily assign its rights nor delegate its duties under this Agreement without SCE's prior written consent. Any assignment or delegation Producer makes without SCE's written consent shall not be valid. SCE shall not unreasonably withhold its consent to Producer's assignment of this Agreement.

13. **NON-WAIVER**

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

14. **GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF SCE'S TARIFF RATE SCHEDULES, DEFINED TERMS**

14.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction. Each Party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this Agreement.

14.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.

14.3 The Interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariffs applicable to the electric service provided by SCE. Copies of such Tariffs are available at www.sce.com or by request to SCE and are incorporated by reference into this Agreement.

14.4 Notwithstanding any other provisions of this Agreement, SCE shall have the right to unilaterally file with the Commission an application for change in rates, charges, classification, service, Tariffs or any agreement relating thereto; pursuant to the Commission's rules and regulations.

14.5 When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement, Appendix F; in SCE's Rule 1 or Rule 21, Section H; or SCE's Schedule WATER. If any term is defined in both Rule 1 and Rule 21, the definition in Rule 21 shall prevail. If any term is defined in both Schedule WATER and this Agreement, the definition in Schedule WATER shall prevail.

15. **AMENDMENTS AND MODIFICATION**

This Agreement can only be amended or modified by a written agreement signed by both Parties.

16. **ENTIRE AGREEMENT**

This Agreement, including any incorporated Tariffs and Rules, contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each Party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated Tariffs and Rules.

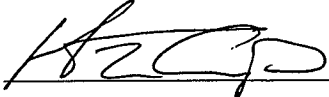
CREST EXCESS AGREEMENT
SOUTHERN CALIFORNIA EDISON
Riverside County Waste Management Dept. **PRODUCER NAME**
1225 ID Number


17. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective ("Effective Date") as of the last date set forth below.

PRODUCER'S NAME

SOUTHERN CALIFORNIA
EDISON COMPANY

By: 
Name: Hans W. Kernkamp

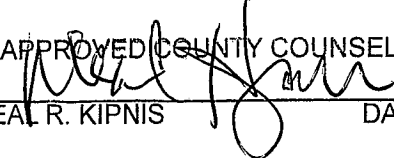
By: 
Name: Stuart R. Hemphill

Title: General Manager-Chief Engr.


Title: Vice President of Renewable & Alternative Power

Date: 2/10/09

Date: 3/31/09

FORM APPROVED COUNTY COUNSEL
BY: 
NEAL R. KIPNIS DATE

APPROVED
STEPHEN E. PICKETT
Sr. Vice President and
General Counsel

By: 
March 31, Attorney
2009

APPENDIX A
DESCRIPTION OF RENEWABLE AND NON-RENEWABLE GENERATING FACILITY
AND SINGLE-LINE DIAGRAM
(Provided by Producer)

APPENDIX A

Description of Renewable Generating Facility and Single Line Diagram

The Badlands Landfill renewable generating facility, located in the hills just east of the city of Moreno Valley, California, consist of an eighteen-hundred horsepower, sixteen cylinder, lean burn internal combustion Deutz engine that turns a name plate rated 1,200 kWh generator. The facility is owned by the Riverside County Waste Management Department and is currently operated by SCS Energy.

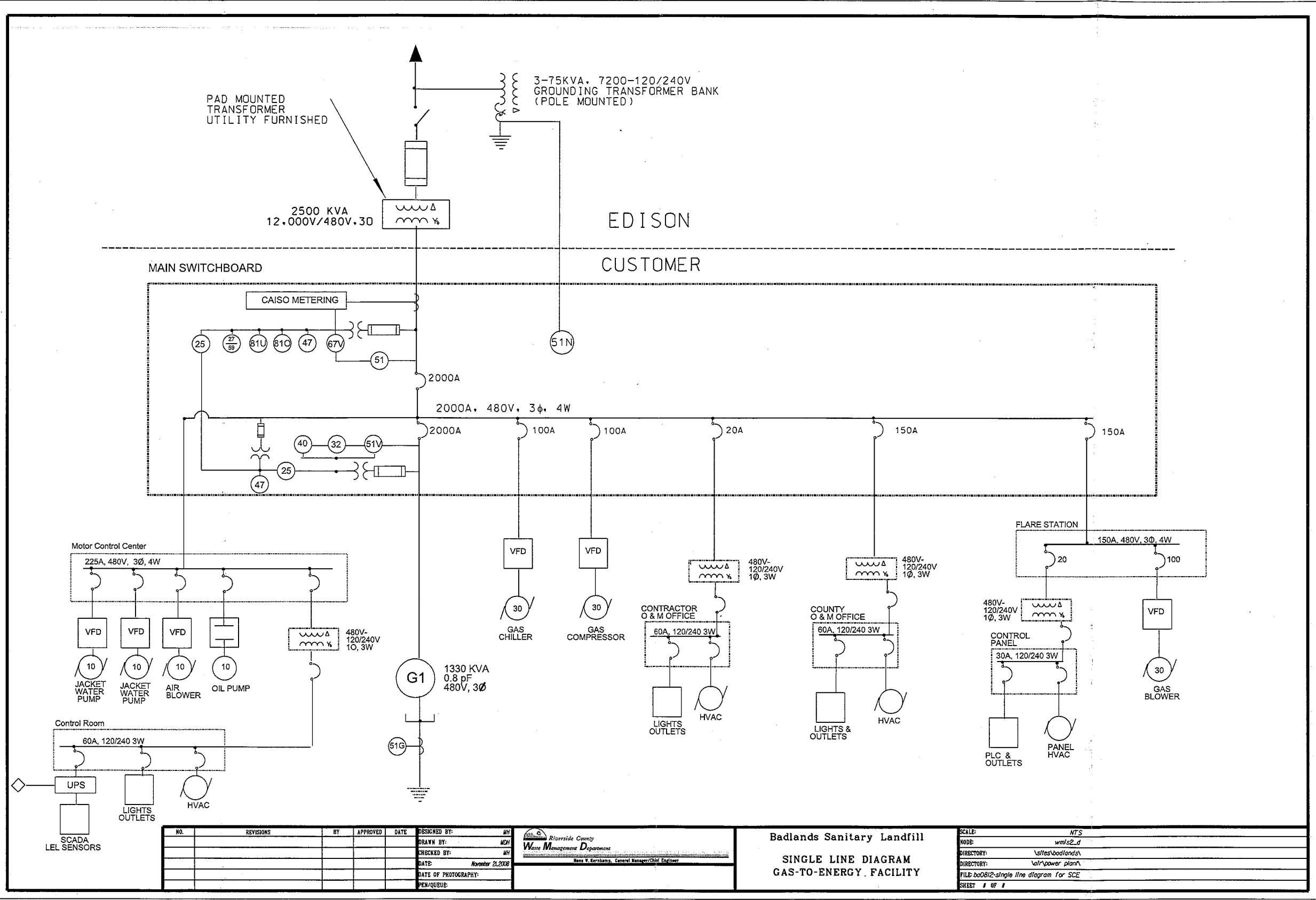
The facility solely uses landfill gas as fuel that is anaerobically being generated from decomposing refuse from within the landfill. Landfill gas is typically 42% to 46% methane with the remainder being carbon dioxide and a small amount of nitrogen. A gas compressor pulls landfill gas through a series of vertical and horizontal wells from within the landfill that are attached to a network of pipes on the surface.

The facilities gross power rating is 1,200 kWh and the net power output at 100% load is 1,100 kWh. The facility usually consumes approximately 100 kWh as parasitic load to operate jacket water pumps, air blowers, gas compressors, oil pumps, chiller and instrumentation. The parasitic load also provides power to the operation & maintenance Contractor's trailer, the County's operation & maintenance trailer and the flare station. The flare station is required as back-up by the SCAQMD and is considered BACT. The CEC has stating in a letter dated September 13, 2000, that they consider the operation and maintenance trailers as part of the auxiliary load of the facility.

Stewart & Stevenson was awarded the competitively bid design-build-operate contract in March 2000. The Badlands landfill gas-to-energy facility was constructed in late 2000 and early 2001 and became operational January 25, 2001. In July 2007 SCS Energy took over operation and maintenance of the facility.

After the review of year's worth of the facilities raw data, the Waste Management Department and SCS Energy both agreed to operate the facility at 90% load, or 1,000 kWh net power output. Higher loads have caused excessive repairs and maintenance. The facility has historically operated from 6,000 to 7,000 hours per year or 68% to 80% on-line. The lower on-line percentage, as compared to a natural gas power plant, is caused mainly by the nature of landfill gas that is fouled with all types of contaminants, of which siloxane is the worst, causing a scale to build up inside the engine. A considerable more amount of maintenance is performed on the landfill-gas-to-energy facility compared to a natural gas operated facility.

Since the facility is located in a remote area there is no opportunity for cogeneration of waste heat that goes to the radiator or up through the exhaust stack. The facility electrical efficiency has historically been between 28% and 33% depending on ambient temperature, fuel heat value and the time elapsed since the last over-haul was performed.



NO.	REVISIONS	BY	APPROVED	DATE	DESIGNED BY:	WH
					DRAWN BY:	WH
					CHECKED BY:	WH
					DATE:	November 21, 2008
					DATE OF PHOTOGRAPHY:	
					PEN/QUOTE:	

Riverside County
 Waste Management Department
 Hans V. Kerskany, General Manager/Chief Engineer

Badlands Sanitary Landfill
SINGLE LINE DIAGRAM
GAS-TO-ENERGY FACILITY

SCALE:	NTS
NOTE:	wmls2.d
DIRECTORY:	\\sites\badlands\
DIRECTORY:	\\ml\power plant\
FILE:	ba0812-single line diagram for SCE
SHEET	1 OF 1

Certified Eligible for California's Renewables Portfolio Standard

This is to certify that
Badlands Landfill

Located in: Moreno Valley, CA

Owned/Operated by: Riverside County Waste Management Department

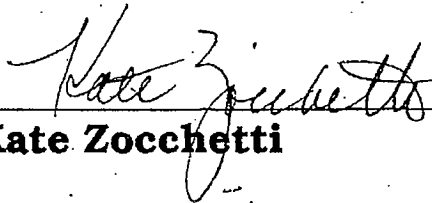
Fuel Type: Landfill Gas Size: 1.2 MW

Annual Fossil Fuel Usage: 0 %

*Has been certified by the California Energy Commission as eligible for California's Renewables Portfolio Standard under the criteria established in the **Renewables Portfolio Standard Eligibility Guidebook, 3rd Edition**, publication number CEC-300-2007-006-ED3-CMF, adopted December 2007, and assigned CEC-RPS-ID number:*

60680A

THE APPLICATION FOR THIS FACILITY WAS SUBMITTED BY THE OWNER/OPERATOR OF THE FACILITY.
THIS FACILITY IS CERTIFIED BY THE CALIFORNIA ENERGY COMMISSION.



Kate Zocchetti

April 16, 2008
Date Issued

APPENDIX B
(If Applicable)
INTERCONNECTION FACILITIES FINANCING AND OWNERSHIP AGREEMENT
(Provided by SCE)

**INTERCONNECTION FACILITIES AGREEMENT BETWEEN
SOUTHERN CALIFORNIA EDISON COMPANY
AND
RIVERSIDE COUNTY WASTE MANAGEMENT DEPARTMENT
BADLANDS LANDFILL**

1. Parties:

The Parties to this Southern California Edison Company – Riverside County Waste Management Department Interconnection Facilities Agreement are Southern California Edison Company (“SCE”), a California corporation, and Riverside County Waste Management Department (“RCWMD”), a Department of the County of Riverside, hereinafter sometimes referred to individually as “Party” and collectively as “Parties.”

2. Recitals:

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

- 2.1. SCE is a California public utility engaged in the business of generating and transmitting electric energy in the States of Arizona, California, Nevada, and New Mexico. SCE is further engaged in the business of distributing such energy in the State of California.
- 2.2. RCWMD is a Department of the County of Riverside, that manages the county's solid waste system, and generates electricity from waste gases.
- 2.3. Pursuant to SCE's WDAT, RCWMD submitted an application to SCE for 2.5 MW of wholesale Distribution Service from RCWMD's Badlands Landfill site in Moreno Valley, California to the ISO Grid at SCE's Valley Substation for a period of 30 years.
- 2.4. The Parties desire to enter into this Agreement to specify terms for SCE to design, construct, own, operate and maintain Interconnection Facilities required for SCE to provide Distribution Service to RCWMD, and payment by RCWMD to SCE for said Interconnection Facilities.
- 2.5. This Agreement is being executed to implement wholesale Distribution Service under SCE's WDAT in connection and concurrent with that certain Service Agreement for Wholesale Distribution Service between the Parties.

3. Agreement:

In consideration of the premises and the mutual covenants and agreements contained herein, the Parties agree as follows:

4. Definitions:

All terms with initial capitalization not otherwise defined herein shall have the meanings

assigned to them in SCE's WDAT. The following terms, when used herein with initial capitalization, whether in the singular or the plural, shall have the meanings specified:

- 4.1. Accounting Practice: Generally accepted accounting principles and practices applicable to electric utility operations.
- 4.2. Agreement: This Southern California Edison Company – Riverside County Waste Management Department Badlands Landfill Interconnection Facilities Agreement.
- 4.3. Capital Additions: Any Units of Property which are added to the Interconnection Facilities, the enlargement or betterment of any Units of Property constituting a part of the Interconnection Facilities, and the replacement of any Units of Property constituting a part of the Interconnection Facilities, irrespective of whether such replacement constitutes an enlargement or betterment of that which it replaces, which additions, betterments, enlargements, and replacements in accordance with Accounting Practice would be capitalized and are not included in the Interconnection Facilities Cost.
- 4.4. CPUC: The California Public Utilities Commission, or its regulatory successor.
- 4.5. Customer-Financed Monthly Rate: The customer-financed monthly rate most recently adopted by the CPUC for application to SCE's retail electric customers for added facilities, which does not compensate SCE for replacement of added facilities. The Customer-Financed Monthly Rate is stated in Exhibit A.
- 4.6. FERC: Federal Energy Regulatory Commission, or its regulatory successor.
- 4.7. Interconnection Facilities: Those interconnection facilities as described in Exhibit A and as shown in Exhibit B, as such facilities may be modified during the term of this Agreement.
- 4.8. Interconnection Facilities Charge: The monthly charge to RCWMD to recover the revenue requirement for the Interconnection Facilities, calculated as the product of the Customer-Financed Monthly Rate and the Interconnection Facilities Cost. The Interconnection Facilities Charge is provided in Exhibit A.
- 4.9. Interconnection Facilities Cost: All costs excluding One-Time Costs, determined by SCE to be associated with the design, engineering, procurement, construction and installation of Interconnection Facilities. The Interconnection Facilities Cost is provided in Exhibit A.
- 4.10. Interconnection Facilities In-Service Date: The date upon which the Interconnection Facilities are complete, successfully tested, and ready for operation. The Parties currently estimate that the Interconnection Facilities In-Service Date will be October 10, 2000.
- 4.11. ITCC: Income Tax Component of Contribution which is the Federal Income Tax on contributions for construction made by RCWMD to cover SCE's estimated liability for Federal and State Income Tax resulting from such contribution. The ITCC shall be calculated by multiplying the Interconnection Facilities Cost or the cost of Capital Additions, as applicable, by the tax factor. The tax factor is currently .34, however, such factor may be changed pursuant to Section 15.
- 4.12. One-Time Costs: Costs associated with the installation of the Interconnection

- Facilities which are not capitalized in accordance with Accounting Practice. The One-Time Cost is provided in Exhibit A.
- 4.13. One-Time Payment: The total amount of the Interconnection Facilities Costs including any applicable ITCC; or, as applicable, the total cost of subsequent Capital Additions pursuant to Section 8.1.
- 4.14. Removal Cost: The reasonable costs which SCE would incur upon removal of the Interconnection Facilities pursuant to this Agreement, whether or not such removal takes place. The Removal Cost is calculated as the difference between the estimated labor costs for removal and the estimated salvage value of the removed facilities.
- 4.15. Service Agreement: The Service Agreement For wholesale Distribution Service between the Parties executed concurrently herewith.
- 4.16. 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 Licenses" in effect as of the date of this Agreement, and as such list may be amended from time to time.
- 4.17. Valley Substation: SCE's 500 kV substation located at Hwy. 74 near the intersection of Menifee and Hwy. 74 in San Jacinto Valley, California.
- 4.18. WDAT: SCE's Wholesale Distribution Access Tariff.

5. **Effective Date and Term:**

- 5.1. Except for Sections 7 which shall become effective as of the date of execution hereof, this Agreement shall be effective upon acceptance for filing by FERC without suspension; provided however, that if upon such filing the FERC enters into a hearing to determine whether this Agreement is just and reasonable, this Agreement shall not become effective until the date when an order no longer subject to judicial review has been issued by FERC determining this Agreement to be just and reasonable without changes or new conditions unacceptable to either Party.
- 5.2. This Agreement shall terminate on the earliest of (i) the termination date of the Service Agreement, or (ii) the date specified by RCWMD upon 180 days advance written notice to SCE.
- 5.3. Within ninety (90) business days following termination, SCE will bill RCWMD for the Removal Costs of the Interconnection Facilities. RCWMD shall pay SCE the amount of said billing within sixty (60) calendar days following the date of the billing. SCE will file all charges under this Section 5.3 with the FERC prior to termination. Following termination, SCE will remove the Interconnection Facilities from service to RCWMD.
- 5.4. Any obligations of one Party to the other, including payment obligations, which accrued prior to, or as a result of, termination of this Agreement, shall survive termination.
- 5.5. If RCWMD has given notice of termination and a filing with FERC is required to terminate this Agreement pursuant to Section 5.2, RCWMD shall support

such filing before the FERC if requested by SCE.

6. **Agreement Pursuant to the WDAT:**

This Agreement provides terms regarding Interconnection Facilities associated with wholesale Distribution Service pursuant to the WDAT. Accordingly, the Interconnection Facilities associated with the wholesale Distribution Service provided to RCWMD, and RCWMD's use of and payment for said Interconnection Facilities, are subject to the provisions of the WDAT and the Service Agreement, as those provisions may from time to time be modified.

7. **Installation of Interconnection Facilities:**

- 7.1 SCE will design, engineer, construct, and install the Interconnection Facilities.
- 7.2 SCE will use commercially reasonable efforts to install the Interconnection Facilities by October 10, 2000. However, RCWMD understands and acknowledges that such date is only an estimate and that equipment and material lead times, outage coordination, or other unforeseen events could delay the Interconnection Facilities In-Service Date beyond October 10, 2000.
- 7.3 RCWMD shall pay all of SCE's costs incurred in constructing the Interconnection Facilities. As outlined in greater detail in Exhibit A, SCE estimates that the cost for completing the Interconnection Facilities plus any One-Time Costs and ITCC in accordance with this Agreement will be \$210,848. Such estimate shall be subject to later adjustment to reflect actual costs pursuant to Section 10.1.6.
- 7.4 RCWMD shall design, engineer, construct, install, own operate and maintain the portion of the interconnection on RCWMD's side of the point of delivery, which consist of but is not limited to, 480 V switchgear with a pull section, metering section (not including the SCE owned metering current transformer), main circuit breaker, generator protection, and telecommunication equipment.
- 7.5 If this Agreement is not accepted by the FERC, RCWME shall pay SCE's costs incurred or irrevocably committed to be incurred pursuant to this Agreement within sixty (60) days following receipt of a billing from SCE requiring such payment.
- 7.6 Following the Interconnection Facilities In-Service Date, SCE will own, operate and maintain the Interconnection Facilities.

8. **Capital Additions to Interconnection Facilities:**

- 8.1 Whenever Capital Additions to the Interconnection Facilities are required to maintain or improve service to RCWMD (which maintenance of improvement may include compliance with system or regulatory requirements), the work will be completed at RCWMD's expense. RCWMD shall pay SCE any One-Time Costs and One-Time Payment associated with such Capital Additions. Except as otherwise provided in Section 8.2, if such Capital Additions result in a

change in the Interconnection Facilities investment, the Interconnection Facilities Cost shall be adjusted on the basis of the revised net investment effective as of the date such Capital Additions are installed and ready for service.

- 8.2. In the event that any Capital Addition are required in order to benefit SCE, or because of damage caused by negligence or willful misconduct of SCE, no increase will be made to the Interconnection Facilities Cost and no One-Time Costs will be charged to RCWMD for such Capital Additions.

9. **Charges:**

- 9.1. RCWMD shall pay to SCE, in accordance with Section 10, the following charges with respect to the Interconnection Facilities and this Agreement: a) Interconnection Facilities Charges; b) One-Time Costs; c) One-Time Payment; d) any reimbursable FERC fees relating to this Agreement; and e) termination charges pursuant to Section 5.3.
- 9.2. SCE's Interconnection Facilities Cost and One-Time Costs shall be compiled in accordance with Accounting Practice.

10. **Billing and Payment:**

10.1. **Billing Procedure.**

- 10.1.1. Except as otherwise specifically provided herein, commencing on the effective date of this Agreement, SCE will render bills to RCWMD for charges under this Agreement, and RCWMD shall pay such bills, in accordance with the Billing and Payment provisions of the WDAT.
- 10.1.2. Charges for any reimbursable FERC fees in accordance with Section 15.3 shall be for any fees incurred since the preceding billing.
- 10.1.3. Prior to commencing construction of the Interconnection Facilities, SCE will bill RCWMD for the estimated One-Time Costs and One-Time Payment associated with the Interconnection Facilities. The payment for such One-Time Costs and One-Time Payment shall be subject to later adjustment pursuant to Sections 10.1.6.3 and 10.1.6.4.
- 10.1.4. Commencing on or following the Interconnection Facilities In-Service Date, SCE will render bills to RCWMD for the Interconnection Facilities Charge. The Interconnection Facilities Charge shall initially be based on SCE estimates, and such payments shall be subject to later adjustment pursuant to Sections 10.1.6.1 and 10.1.6.2.
- 10.1.5. Prior to commencing construction of any Capital Additions in accordance with Section 8.1, SCE will bill RCWMD for any estimated One-Time Costs and One-Time Payment associated with such Capital Additions. The payment of such One-Time Costs and One-Time Payment shall be subject to later adjustment pursuant to Sections

- 10.1.6.3, 10.1.6.4, 10.1.6.5 and 10.1.6.6.
- 10.1.6 After the Interconnection Facilities In-Service Date or the in-service date of any Capital Additions, SCE will determine the actual recorded cost of the Interconnection Facilities and actual recorded One-Time Costs, and provide RCWMD with an accounting of such costs.
- 10.1.6.1. If the amount paid for the Interconnection Facilities Charge is less than the amount due for the Interconnection Facilities Charge as determined from the actual recorded Interconnection Facilities Cost, SCE will bill RCWMD for the difference between the amount previously paid by RCWMD and the amount which would have been paid based on the actual recorded costs, without interest, on the next regular billing.
- 10.1.6.2. If the amount paid for the Interconnection Facilities Charge is greater than the amount due for the Interconnection Facilities Charge as determined from the actual recorded Interconnection Facilities Cost, SCE will credit RCWMD for the difference between the amount previously paid by RCWMD and the amount which would have been paid based on the actual recorded costs, without interest, on the next regular billing.
- 10.1.6.3. If the amount paid for the estimated One-Time Costs is less than the actual recorded One-Time Costs, SCE will bill RCWMD for the difference between the amount previously paid by RCWMD and the actual recorded cost, without interest, within 20 days of such determination of actual cost.
- 10.1.6.4. If the amount paid for the estimated One-Time Costs is greater than the actual recorded One-Time Costs, SCE will refund to RCWMD the difference between the amount previously paid by RCWMD and actual recorded costs, without interest, within 20 days of such determination of actual cost.
- 10.1.6.5. If the amount paid for the estimated One-Time Payment is less than the actual recorded Interconnection Facilities Cost and any associated ITCC, SCE will bill RCWMD for the difference between the amount previously paid by RCWMD and the actual recorded costs, without interest, within 20 days of such determination of actual cost.
- 10.1.6.6. If the amount paid for the estimated One-Time Payment is greater than the actual recorded Interconnection Facilities Cost and any associated ITCC, SCE will refund to RCWMD the difference between the amount

previously paid by RCWMD and actual recorded costs, without interest, within 20 days of such determination of actual cost.

10.2. **Interest on Unpaid Balances.**
Interest on any unpaid amounts shall be calculated in accordance with the methodology specified in the Interest on Unpaid Balances provision of the WDAT.

10.3. **Default and Billing Dispute.**
Any default or billing dispute shall be handled in accordance with the methodology specified in the Customer Default provision of the WDAT.

11. **Billing and Payment Notification:**

11.1. All payments to be made by RCWMD to SCE shall be sent to:
Southern California Edison Company
Accounts Receivable
Box 800
Rosemead, California 91770

SCE may, at any time, by written notice to RCWMD pursuant to Section 6 of the Service Agreement for Wholesale Distribution Service, change the address to which payments shall be sent.

11.2. All billings to be presented by SCE to RCWMD shall be sent to:
Riverside County Waste Management Department
1995 Market Street
Riverside, California 92501-1719
Fax: (909) 955-1334

RCWMD may, at any time, by written notice to SCE pursuant to Section 6 of the Service Agreement for Wholesale Distribution Service, change the address to which billings shall be sent.

12. **Audits:**

SCE will maintain records and accounts of all costs incurred in sufficient detail to allow verification of all costs incurred, including, but not limited to, labor and associated labor costs, material and supplies, outside services, and administrative and general expenses. For two years following the Interconnection Facilities In-Service Date, or with respect to any Capital Additions made pursuant to Section 8.1, for two years following the in-service date of such Capital Additions, RCWMD will have the right, upon reasonable notice, at a reasonable time and place, and at its own expense, to audit SCE's records as necessary and as appropriate

in order to verify costs incurred by SCE.

13. **Disputes:**

With the exception of any billing dispute as provided pursuant to Section 10.3 herein, or as otherwise limited by law, the Dispute Resolution Procedures set forth in the WDAT shall apply to all disputes between RCWMD and SCE which arise under this Agreement; provided, however, that the Dispute Resolution Procedures set forth in the WDAT shall not apply as to disputes regarding whether rates and charges set forth in this Agreement are just and reasonable under the Federal Power Act.

14. **Operating Representatives:**

The responsibilities assigned to the Operating Representatives appointed pursuant to Section 13.4 of the Specifications for Wholesale Distribution Service attached to and incorporated within the Service Agreement for Wholesale Distribution Service shall extend to the activities required under this Agreement.

15. **Regulatory Authority:**

- 15.1. No later than thirty (30) days following the execution of this Agreement, SCE shall tender this Agreement for filing with FERC with a request that it be made effective upon acceptance without suspension, and RCWMD shall support SCE in obtaining all necessary authorizations and approvals for this Agreement.
- 15.2. Nothing contained herein shall be construed as affecting in any way: (i) the right of SCE to unilaterally make application to the FERC for a change in rates, charges, classification, or service, or any rule, regulation, or contract relating thereto, under Section 205 of the Federal Power Act and pursuant to the rules and regulations promulgated by FERC thereunder; (ii) the right of RCWMD to oppose such changes under Section 205 of the Federal Power Act; (iii) the right of RCWMD to file a complaint requesting a change in rates, charges, classification, or service, or any rule, regulation or contract relating thereto, or rate methodology or design relating to services provided hereunder, under Section 206 of the Federal Power Act and pursuant to the rules and regulations promulgated by the FERC thereunder; or (iv) the right of SCE to oppose such complaint by RCWMD under Section 206 of the Federal Power Act. Any change shall become effective pursuant to Section 205 of the Federal Power Act.
- 15.3. RCWMD shall reimburse SCE for all fees and charges imposed on SCE by the FERC attributable to the service provided under this Agreement, or any amendments thereto.

16. No Dedication of Facilities:

Any undertaking by one Party to the other Party under this Agreement shall not constitute the dedication of the electrical system or any portion thereof of the undertaking Party to the public or to the other Party, and it is understood and agreed that any such undertaking by a Party shall cease upon the termination of its obligations hereunder.

17. No Third Party Rights:

Unless otherwise specifically provided in this Agreement, the Parties do not intend to create rights in or grant remedies to any third party as a beneficiary of this Agreement or of any duty, covenant, obligation, or undertaking established hereunder.

18. Relationship of Parties:

The covenants, obligations, and liabilities of the Parties are intended to be several and not joint or collective, and nothing contained in this Agreement shall ever be construed to create an association, joint venture, trust, or partnership, or to impose a trust or partnership covenant, obligation, or liability on or with regard to either Party. Each Party shall be individually responsible for its own covenants, obligations, and liabilities as provided in this Agreement. Neither Party shall be under the control of or shall be deemed to control the other Party. Neither Party shall be the agent of or have a right or power to bind the other Party without such other Party's express written consent.

19. Waivers:

Any waiver at any time by either Party of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any other or subsequent default or other matter arising in connection therewith. Any delay, short of any statutory period of limitation, in asserting or enforcing any right, shall not be deemed a waiver of such right.

20. Governing Law:

Except as otherwise provided by federal law, this Tariff shall be governed by, and construed in accordance with, the laws of the state of California.

21. Notices:

Any notice, demand, or request provided in this Agreement, or served, given, or made in connection with it, shall be made in accordance with Section 6 of the Service Agreement.

22. **Severability:**

In the event that any term, provision, covenant, or condition of this Agreement or the application of any such term, covenant, or condition shall be held invalid as to any person, entity, or circumstance by any court, arbitration, or regulatory authority having jurisdiction, the invalidity of such term, covenant or condition shall not affect the validity of any other term, provision, condition or covenant and such term, provision, covenant or condition shall remain in force and effect as applied to this Agreement to the maximum extent permitted by law. The Parties hereto further agree to negotiate in good faith to establish new and valid terms, conditions and covenants to replace any found invalid so as to place each Party as nearly as possible in the position contemplated by this Agreement.

23. **Entire Agreement:**

This Agreement constitutes the complete and final expression of the agreement between the Parties and is intended as a complete and exclusive statement of the terms of their agreement which supersedes all prior and contemporaneous offers, promises, representations, negotiations, discussions, communications, and other agreements which may have been made in connection with the subject matter of this Agreement.

24. **Ambiguities:**

Ambiguities or uncertainties in the wording of this Agreement shall not be construed for or against any Party, but will be construed in the manner that most accurately reflects the Parties' intent as of the date they executed this Agreement.

25. **Signature Clause:**

The signatories hereto represent that they are authorized to enter into this Agreement on behalf of the Party for whom they sign. This Agreement is hereby executed as of the 26th day of June, 2000.

SOUTHERN CALIFORNIA EDISON COMPANY

By: /s/Richard M. Rosenblum
Name: Richard M. Rosenblum
Title: Senior Vice President

Riverside County Waste Management Department

By: /s/Robert A. Nelson
Name: Robert A. Nelson
Title: General Manager-Chief Engineer

Exhibit A

Interconnection Facilities
Description and Cost

Estimated:

<u>Description</u>	<u>Amount</u>
Extend 4 th wire, 336 ACSR, approx. 2.2 miles, w/associated insulators and connectors.	\$41,857
Ground Bank, 3-75 kVA transformers with a 600 A disconnect switch, installed on a 13'-6" overhead pole rack, w/associated tap lines, insulators, and connectors.	\$31,227
2500 kVA Transformer, 12 kV to 480/277 V, padmounted, with approx. 100' of primary 1/0 Alum. CLP cable and 100' of secondary 700 kcmil, 480V Alum. cable, w/associated connectors, elbows, and terminations.	\$46,263
Line Extension, 5 poles, 630' of 336 ACSR, conductor, with associated insulators and connectors.	<u>\$29,793</u>
Total Interconnection Facilities Cost*	\$149,140
One-Time Costs--Underground Facilities*	\$11,000
ITCC Tax*	\$50,708
Estimated Costs*	\$210,848

* Subject to revision

Exhibit A

Interconnection Facilities
 Description and Cost
 (cont.)

	Amount
Actual:	
6,200 feet of 336.4 MCM bare ACSR and 6,320 feet of 1/0 awg bare ACSR and miscellaneous material	\$64,380.47
Five wood poles, 1,500 feet of 336.4 MCM bare ACSR, one O/H airbreak switch 600 amp, 75 feet of 3-1/C 1/0 awg primary cable, six lightning arrestors, three fuseholders, three 75 kVA overhead transformers, one 2500kVA padmount transformer, 620 feet of 4-1/C 3-700 & 1-350 MCM service cable, one 200/5 CT and miscellaneous material.	\$85,530.93
Total Interconnection Facilities Cost	\$149,911.40
One-Time Costs – Underground Facilities	\$0
ITCC Tax (Interconnection Facilities Cost x ITCC) = (\$149,911.40 x .34%)	\$ 50,969.88
Actual Costs	\$200,881.28
Estimated Costs =	\$210,848.00
Actual Costs =	\$200,881.28
Difference = (Refunded to Customer)	\$ 9,966.72

Monthly Charge:

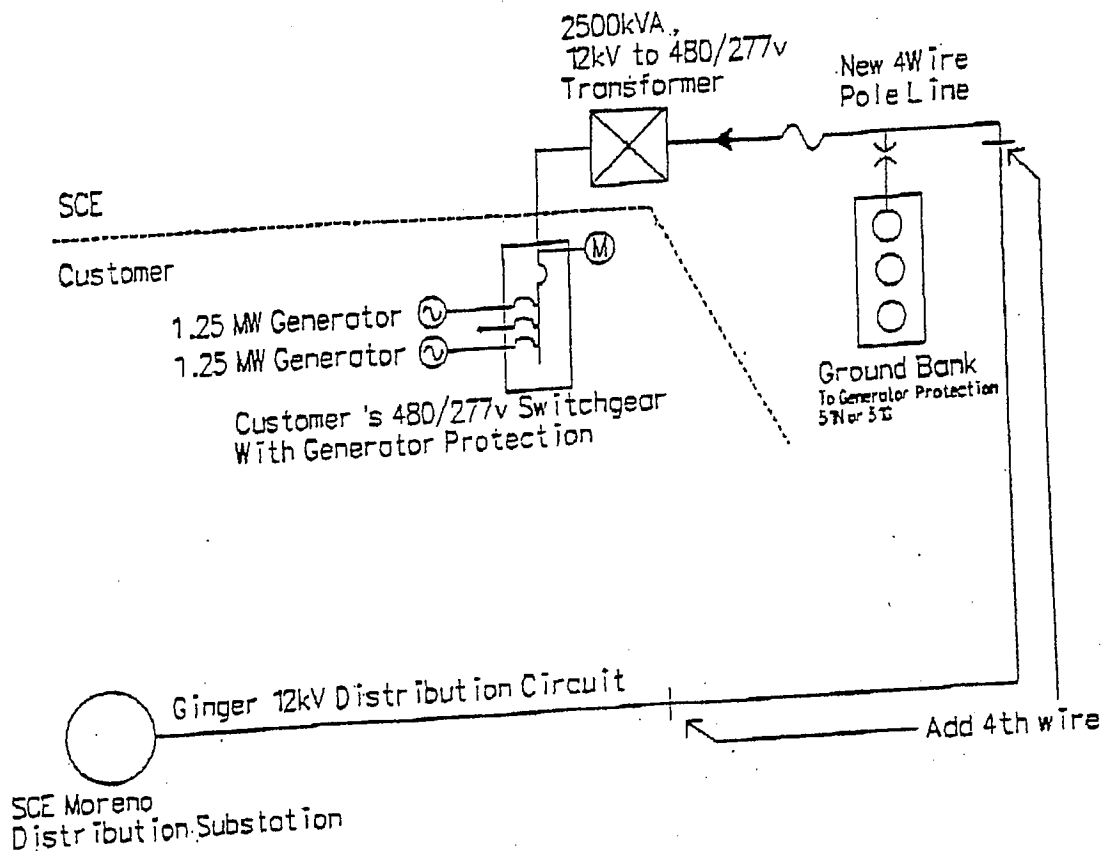
INTERCONNECTION FACILITIES CHARGE

Effective Date	Customer-Financed Monthly Rate	Estimated		Actual	
		Estimated Interconnection Facilities Cost	Customer-Financed Interconnection Charge Based on Estimated Cost	Actual Interconnection Facilities Cost	Customer-Financed Interconnection Charge Based on Actual Cost
11/14/00 ⁽¹⁾ thru 07/17/04	0.36%	\$149,140.00	\$536.90	\$149,911.40	\$539.68
07/18/04 thru 05/31/06	0.34%	\$149,140.00	\$507.08	\$149,911.40	\$509.70
06/01/06 thru Present	0.33%	\$149,140.00	\$492.16	\$149,911.40	\$494.71

Note: ⁽¹⁾ 11/14/00 is the In-Service Date

EXHIBIT B - ONE LINE DIAGRAM

RCWMD BADLANDS LANDFILL 2.5 MW Gas to Energy Facility



APPENDIX C
(Generating Facilities in service after January 1, 2002)

**PRODUCER'S WARRANTY THAT THE RENEWABLE GENERATING FACILITY
IS AND WILL CONTINUE TO BE AN
"ELIGIBLE RENEWABLE RESOURCE" PURSUANT TO SECTION 399.11 et seq. OF THE
CALIFORNIA PUBLIC UTILITIES CODE AND THAT THE OUTPUT WILL COMPLY WITH THE
CALIFORNIA RENEWABLE PORTFOLIO STANDARDS ("ERR/RPS Warranty")**

For the purpose of selling power produced by the Generating Facility pursuant to Assembly Bill 1969, under Section 399.20 et seq. of the California Public Utilities Code, Producer hereby declares that the Renewable Generating Facility complies with the requirements for "Eligible Renewable Resource" as such term is used in Section 399.11 et seq. of the California Public Utilities Code ("ERR Requirements") and that the output from the Generating Facility complies with the requirements of the California Renewables Portfolio Standards ("RPS Requirements").

Producer warrants that, beginning on the date of Initial Operation and continuing throughout the Term of this Agreement, its Renewable Generating Facility shall continue to comply with the ERR Requirements and RPS Requirements. If Producer becomes aware that the Renewable Generating Facility or its output has ceased to comply with the ERR Requirements or RPS Requirements, Producer shall promptly provide SCE with Notice of such change pursuant to Section 10 of the Agreement. If at any time during the Term of this Agreement SCE determines in its reasonable discretion that Producer's Renewable Generating Facility may no longer comply with the ERR Requirements or RPS Requirements, SCE may require Producer to provide evidence that the Renewable Generating Facility continues to comply with the ERR Requirements and RPS Requirements within 15 business days of SCE's Notice requesting such evidence. Additionally, SCE may periodically (typically, once per year) inspect Producer's Renewable Generating Facility and/or require documentation from Producer to monitor the Renewable Generating Facility's compliance with the ERR Requirements and RPS Requirements. If SCE determines in its reasonable judgment that Producer either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Renewable Generating Facility continues to comply with the ERR Requirements or RPS Requirements, then the Eligible Renewable Resource Status (the "ERR Status") or Renewables Portfolio Standard Status (the "RPS Status") of the Renewable Generating Facility shall be deemed ineffective until such time as Producer again demonstrates to SCE's reasonable satisfaction that the Renewable Generating Facility complies with the requirements for a Eligible Renewable Resource Generation Facility or RPS Requirements (the "ERR/RPS Status Change").

SCE shall revise its records and the administration of this Agreement to reflect the ERR/RPS Status Change and provide Notice to Producer of the ERR/RPS Status Change pursuant to Section 10 of this Agreement. Such Notice shall specify the effective date of the ERR/RPS Status Change. This date shall be the first day of the calendar month for which SCE determines in its sole discretion that the Renewable Generating Facility first ceased to comply with the ERR Requirements or RPS Requirements. SCE's Notice shall include an invoice for the refund of payments that were made to Producer during the period between the effective date of the ERR/RPS Status Change and the date of the last Notice in reliance upon Producer's representations that the Renewable Generating Facility complied with the ERR Requirements and RPS Requirements and therefore was eligible to sell power to SCE as a result of satisfying the ERR Requirements and RPS Requirements.

During the period when the ERR Status or RPS Status is deemed to be ineffective, SCE shall not pay Producer for Product. Notwithstanding the foregoing, to the extent a change in law occurs after execution of this Agreement that causes the warranty contained in this Appendix C to be materially false or misleading, Producer shall not be in default of this Agreement if Producer has used commercially reasonable efforts to comply with such change in law.

Any amounts to be paid or refunded by Producer, as may be invoiced by SCE pursuant to the terms of this ERR Warranty, shall be paid to SCE within 30 days of Producer's receipt of such invoice.

APPENDIX D

(Generating Facilities in service prior to January 1, 2002)

**PRODUCER'S WARRANTY THAT THE RENEWABLE GENERATING FACILITY
WAS AND WILL CONTINUE TO BE BOTH A "SMALL POWER PRODUCER QUALIFYING FACILITY"
PURSUANT TO THE POLICIES AND PRACTICES OF THE FEDERAL ENERGY REGULATORY
COMMISSION AND AN "ELIGIBLE RENEWABLE RESOURCE" PURSUANT TO SECTION 399.11 et seq.
OF THE CALIFORNIA PUBLIC UTILITIES CODE ("SPP QF Warranty")**

For the purpose of selling power produced by the Generating Facility pursuant to Assembly Bill 1969, under Section 399.20 et seq. of the California Public Utilities Code, Producer hereby declares that the Renewable Generating Facility prior to January 1, 2002 complied with the requirements and for the Term of this Agreement shall continue to comply with both the requirements for a Small Power Producer "Qualifying Facility" as such term is used in 18 Code of Federal Regulations Part 292, Section 292.203 et seq. implementing the Public Utility Regulatory Policies Act of 1978 as amended by the Energy Policy Act of 2005 and the requirements for "Eligible Renewable Resource", applicable for resources in service prior to January 1, 2002, as such term is used in Section 399.11 et seq. of the California Public Utilities Code ("SPP QF Requirements").

Producer warrants that, beginning on the date of Initial Operation and continuing throughout the Term of this Agreement, the Renewable Generating Facility shall continue to comply with such SPP QF Requirements. If Producer becomes aware that its Renewable Generating Facility has ceased to comply with the SPP QF Requirements, Producer shall promptly provide SCE with Notice of such change pursuant to Section 10 of the Agreement. If at any time during the Term of this Agreement SCE determines in its reasonable discretion that Producer's Renewable Generating Facility may no longer comply with the SPP QF Requirements, SCE may require Producer to provide evidence that the Renewable Generating Facility continues to comply with the SPP QF Requirements within 15 business days of SCE's Notice requesting such evidence. Additionally, SCE may periodically (typically, once per year) inspect Producer's Renewable Generating Facility and/or require documentation from Producer to monitor the Renewable Generating Facility's compliance with the SPP QF Requirements. If SCE determines in its reasonable judgment that Producer either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Renewable Generating Facility continues to comply with the SPP QF Requirements, then the Small Power Producer Qualifying Facility Status (the "SPP QF Status") of the Renewable Generating Facility shall be deemed ineffective until such time as Producer again demonstrates to SCE's reasonable satisfaction that the Renewable Generating Facility complies with the requirements for a Small Power Producer Qualifying Facility (the "SPP QF Status Change").

SCE shall revise its records and the administration of this Agreement to reflect the SPP QF Status Change and provide Notice to Producer of the SPP QF Status Change pursuant to Section 10 of this Agreement. Such Notice shall specify the effective date of the SPP QF Status Change. This date shall be the first day of the calendar month for which SCE determines in its sole discretion that the Renewable Generating Facility first ceased to comply with the SPP QF Requirements. SCE's Notice shall include an invoice for the refund of payments that were made to Producer during the period between the effective date of the SPP QF Status Change and the date of the last Notice in reliance upon Producer's representations that the Renewable Generating Facility complied with the SPP QF Requirements and therefore was eligible to sell power to SCE as a result of satisfying the SPP QF Requirements.

During the period when the SPP QF Status is deemed to be ineffective, SCE shall not pay Producer for Product.

Any amounts to be paid or refunded by Producer, as may be invoiced by SCE pursuant to the terms of this SPP QF Warranty, shall be paid to SCE within 30 days of Producer's receipt of such invoice.

APPENDIX E

**Forecast Requirements
for Generating Facilities that have a Net Power Rating greater or equal to 500 kW**

1. Introduction.

The Parties shall abide by the Forecast requirements and procedures described below and shall make reasonable changes to these requirements and procedures from time-to-time, as necessary to:

- (a) Comply with ISO Tariff changes or Commission orders; and
- (b) Accommodate changes to their respective generation technology and organizational structure.

2. Procedures.

(a) Weekly Forecasting Procedures.

(i) Producer's Forecasting Responsibilities.

Producer must meet all of the following requirements specified below:

- (1) Beginning the Wednesday prior to the planned Initial Operation of the Renewable Generating Facility, Producer will electronically provide SCE with an Energy Forecast for the next calendar week, by no later than 5 PM Wednesday of the week preceding the week covered by the Energy Forecast.

The Energy Forecast submitted to SCE shall:

- a) Include all Excess electric energy that is to be received by SCE through the Point of Common Coupling.
 - b) If Excess electric energy amounts are zero within an hour Producer shall submit zero for that hour.
 - c) Be constructed using file formats, templates, and naming conventions agreed to by the Parties.
 - d) Include Producer's contact information.
 - e) Be sent to presched@sce.com with a copy to electrade@sce.com or through SCE-provided software, or as otherwise instructed by SCE.
 - f) Limit hour-to-hour forecast changes to no less than one hundred (100) kW.
- (2) If Producer revises any Energy Forecast submitted pursuant to Item 2(a)(i)(1) the revision in the Energy Forecast shall be communicated by Producer to SCE's Day-Ahead Group no later than 8:30 a.m. the day prior to the effective date of the revision.

Producer shall contact SCE's Day-Ahead Group at:

Scheduling Desk:

Phone: (626) 307-4420
Backup: (626) 307-4425
Fax: (626) 307-4413
Email: presched@sce.com

- (3) If Producer revises any Energy Forecast submitted pursuant to Item 2(a)(i)(1) or Item 2(a)(i)(2) the revision in the Energy Forecast shall be communicated by Producer to SCE's Real-Time Group no later than one half (½) hour prior to the ISO's Hour-Ahead scheduling deadline.

Producer shall contact SCE's Real-Time Group at:

Operations Desk:

Phone: (626) 307-4453
Back-up: (626) 307-4410
Fax: (626) 307-4416
Email: presched@sce.com

(b) 30-Day Forecasting Procedures.

Producer must meet all of the following requirements for Forecasting electric energy to be received by SCE from the Producer as specified below.

- (i) In addition to the requirements set forth in Item 2(a) above, Producer shall electronically provide SCE with a rolling 30-day Energy Forecast, beginning at least thirty (30) days prior to commencement of the Term.

These files shall:

- (1) Be constructed using reasonable file formats, templates, and naming conventions agreed to by the Parties.
 - (2) Include Producer's contact information.
 - (3) Be sent to esmstpoutage@sce.com with a copy to presched@sce.com or through SCE-provided software, or as otherwise instructed by SCE.
 - (4) Limit hour-to-hour forecast changes to no less than one hundred (100) kW.
- (ii) Producer shall update the rolling 30-day hourly forecast weekly by 5:00 PM each Wednesday and send to esmstpoutage@sce.com with a copy to presched@sce.com or use an SCE provided web client (the "Web Client") if it is available.

- (iii) If Producer learns of any inaccuracies in its most recently submitted 30-day hourly Energy Forecast affecting the period between the date Producer learns of the inaccuracy and the date that the next updated 30-day hourly Energy Forecast is due, Producer shall promptly send an updated Energy Forecast, to esmstpoutage@sce.com with a copy to presched@sce.com or use an SCE provided web client (the "Web Client") if it is available.

3. Outage Scheduling Procedures.

Producer shall be responsible for all costs associated with all requirements and timelines for generation outage Scheduling contained in the Producer's otherwise applicable retail Tariff and applicable ISO Tariffs.

APPENDIX F

Definitions

The following terms shall have the following meaning for purposes of this Agreement.

1. "Agreement" has the meaning set forth in the Preamble.
2. "Attributes" has the meaning set forth in Section 6.3.
3. "Business Day" means any day except a Saturday, Sunday, a Federal Reserve Bank holiday, or the Friday following Thanksgiving. A Business Day shall begin at 8:00 a.m. and end at 5:00 p.m. local time for the Party sending the Notice or payment or performing a specified action.
4. "Capacity Attributes" means any and all current or future defined characteristics, certificates, tag, credits, ancillary service attributes, or accounting constructs, howsoever entitled, including any accounting construct counted toward any resource adequacy requirements, attributed to or associated with the Renewable Generating Facility or any unit of generating capacity of the Renewable Generating Facility during the Term.
5. "CEC" means the California Energy Commission.
6. "Commission" means the California Public Utilities Commission.
7. "CPUC" means the California Public Utilities Commission.
8. "CREST" means California Renewable Energy Small Tariff the SCE Tariff schedule that expands Tariff Schedule WATER to Eligible Customers.
9. "Effective Date" has the meaning set forth in Section 17.
10. "Eligible Customer" has the meaning set forth in Tariff Schedule CREST.
11. "Energy Forecast" has the meaning set forth in Appendix E.
12. "ERR" means a generating facility that qualifies as an eligible renewable electric energy resource for purposes of the RPS Legislation.
13. "ERR Requirements", "ERR Status", "ERR/RPS Status Change" and "ERR Warranty" have the meanings set forth in Appendix C.
14. "Excess" means the amount of electric energy, in kWhs, recorded by the SCE Meter whenever the Renewable Generating Facility power output exceeds the load of the Premises identified in Appendix A and Station Use.
15. "FERC" means the Federal Energy Regulatory Commission.
16. "Forecast", "Forecast Requirements" and "Forecast Procedures" have the meanings set forth in Appendix E.

17. "Generating Facility" means Producer's Renewable and Non-renewable Generating Facilities, as more particularly described in Appendix A, together with all materials, equipment systems, structures, features and improvements necessary to produce electric energy at such facility, excluding the Site, land rights and interests in land.
18. "Green Attributes" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Generating Facility unit(s) and its displacement of conventional energy generation. Green Attributes include but are not limited to Renewable Energy Credits, as well as:
- (a) Any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO) and other pollutants;
 - (b) Any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere;
 - (c) The reporting rights to these avoided emissions, including, without limitation, such as Green Tag Reporting Rights; and
 - (d) Other tradable rights.

Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser's discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on kWh basis and one Green Tag represents the Green Attributes associated with 1,000 kWh of energy.

Green Attributes do not include:

- (e) Any electric energy, capacity, reliability or other power attributes from the Generating Facility unit(s);
- (f) Production Tax Credits associated with the construction or operation of the Generating Facility and other financial incentives in the form of credits, reductions, or allowances associated with the Generating Facility) that are applicable to a state or federal income taxation obligation;
- (g) Fuel-related subsidies or "tipping fees" that may be paid to Producer to accept certain fuels, or local subsidies received by the Producer for the destruction of particular pre-existing pollutants or the promotion of local environmental benefits; or
- (h) Emission reduction credits encumbered or used by the Generating Facility for compliance with local, state, or federal operating and/or air quality permits.

If the Generating Facility is a biomass or landfill gas facility and Producer receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributable to its fuel usage, it shall provide SCE with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from the Generating Facility

19. "Gross Power Rating" means the value, in kW, set forth in Section 2.3.
20. "Governmental Authority" means:
- a) Any federal, state, local, municipal or other government;
 - b) Any governmental, regulatory or administrative agency, commission, or other authority lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; or
 - c) Any court or governmental tribunal.
21. "Interconnect", "Interconnection" have the meanings set forth in SCE's Rule 21.
22. "Interconnection Facilities Financing and Ownership Agreement" means that certain agreement between Producer and SCE, dated as of N/A , and attached hereto as Appendix B.
23. "Initial Operation" means the date the Renewable Generating Facility first Interconnects and Operates in parallel with SCE's Distribution System and the NGOM records electric energy from the Renewable Generating Facility.
24. "ISO" means the California Independent System Operator Corporation or successor entity that dispatches certain generating units and loads and controls the transmission facilities of entities that:
- a) Own, operate and maintain transmission lines and associated facilities or have entitlements to use certain transmission lines and associated facilities; and
 - b) Have transferred to the ISO or its successor entity operational control of such facilities or entitlements.
25. "ISO Tariff" means the California Independent System Operator Corporation Operating Agreement and Tariff, including the rules, protocols, procedures and standards attached thereto, as the same may be amended or modified from time-to-time and approved by FERC.
26. "kW" means a kilowatt (1,000 watts) of electric power.
27. "kWh" means a kilowatt-hour (1,000 watt-hours) of electric energy.
28. "Market Price Referent" or "MPR" means the market price referent applicable to this Agreement as determined by the CPUC in accordance with California Public Utilities Code Section 399.15(c) for the Term as set forth in Section 6.2.
29. "Net Generation Output Meter" or "NGOM" has the meaning set forth in SCE's Rule 21.
30. "Net Power Rating" is the value Gross Power Rating minus Station Use, in kW. The Net Power Rating shall not exceed 1,500 kW per California Public Utilities Code Section 399.20(h).
31. "Non-renewable Generating Facility" means Producer's electric generating facility that exists on the Premises identified in Appendix A, but does not comply with the requirements set forth in Appendix C or Appendix D.

32. "Notice" has the meaning set forth in Section 10.1.
33. "Operate," "Operating" or "Operation" means to provide (or the provision of) all the operation, engineering, purchasing, repair, supervision, training, inspection, testing, protection, use, management, improvement, replacement, refurbishment, retirement, and maintenance activities associated with operating the Generating Facility in accordance with Prudent Electrical Practices.
34. "Party" or "Parties" have the meaning set forth in the Preamble.
35. "Permits" means all applications, approvals, authorizations, consents, filings, licenses, orders, permits or similar requirements imposed by any Governmental Authority, or the ISO, in order to develop, construct, operate, maintain, improve, refurbish and retire the Generating Facility or to Schedule and deliver the electric energy produced by the Generating Facility to SCE, including the Authority to Construct permit.
- Permits includes the documentation required by California Public Utilities Code Section 2812(d)1 for Producers subject to Section 2802 for hydroelectric Renewable Generating Facilities.
36. "Point of Common Coupling" has the meaning set forth in SCE's Rule 21.
37. "Producer" has the meaning set forth in the Preamble.
38. "Product" means:
- a) All Excess electric power and energy produced by the Renewable Generating Facility; and
 - b) All associated Environmental Attributes, Capacity Attributes, Renewable Energy Credits and Resource Adequacy Benefits.
39. "Product Price" for this Agreement has the meaning set forth in Section 6.2.
40. "Protective Functions" has the meaning set forth in SCE's Rule 21.
41. "Premises" means all of the real property and apparatus employed in a single enterprise on an integral parcel of land undivided, excepting in the case of industrial, agricultural, oil field, resort enterprises, and public or quasi-public institutions, by a dedicated street, highway, or other public thoroughfare, or a railway. Automobile parking lots constituting a part of and adjacent to a single enterprise may be separated by an alley from the remainder of the premises served.
42. "Prudent Electrical Practices" means those practices, methods and acts that would be implemented and followed by prudent operators of electric energy generating facilities in the Western United States, similar to the Generating Facility, during the relevant time period, which practices, methods and acts, in the exercise of prudent and responsible professional judgment in the light of the facts known at the time the decision was made, could reasonably have been expected to accomplish the desired result consistent with good business practices, reliability and safety.
- Prudent Electrical Practices shall include, at a minimum, those professionally responsible practices, methods and acts described in the preceding sentence that comply with manufacturers' warranties, restrictions in this Agreement, and the requirements of Governmental Authorities, WECC standards, the ISO and applicable laws.

Prudent Electrical Practices shall also include taking reasonable steps to ensure that:

- a) Equipment, materials, resources, and supplies, including spare parts inventories, are available to meet the Generating Facility's needs;
 - b) Sufficient operating personnel are available at all times and are adequately experienced and trained and licensed as necessary to operate the Generating Facility properly and efficiently, and are capable of responding to reasonably foreseeable emergency conditions at the Generating Facility and emergencies whether caused by events on or off the Site;
 - c) Preventive, routine, and non-routine maintenance and repairs are performed on a basis that ensures reliable, long term and safe operation of the Generating Facility, and are performed by knowledgeable, trained, and experienced personnel utilizing proper equipment and tools;
 - d) Appropriate monitoring and testing are performed to ensure equipment is functioning as designed;
 - e) Equipment is not operated in a reckless manner, in violation of manufacturer's guidelines or in a manner unsafe to workers, the general public, or SCE's electric system or contrary to environmental laws, permits or regulations or without regard to defined limitations such as, flood conditions, safety inspection requirements, operating voltage, current, volt ampere reactive (VAR) loading, frequency, rotational speed, polarity, synchronization, and control system limits; and
 - f) Equipment and components designed and manufactured to meet or exceed the standard of durability that is generally used for electric energy generating facilities operating in the Western United States and will function properly over the full range of ambient temperature and weather conditions reasonably expected to occur at the Site and under both normal and emergency conditions.
43. "Renewable Energy Credit" has the meaning set forth in California Public Utilities Code Section 399.12(g), as may be amended from time to time or is further defined or supplemented by law.
44. "Renewable Generating Facility" means all of Producer's electric generating facilities as more particularly described in Appendix A, together with all materials, equipment systems, structures, features and improvements necessary to produce electric energy at such facility, (excluding the Site, land rights and interests in land) located at the Premises identified in Appendix A and complying with the requirements of Appendix C or Appendix D for the entire Term of this Agreement.
45. "Resource Adequacy Benefits" means the rights and privileges attached to the Generating Facility that satisfy any entity's resource adequacy obligations, as those obligations are set forth in any Resource Adequacy Rulings and shall include any local, zonal or otherwise locational attributes associated with the Generating Facility.
46. "Resource Adequacy Rulings" means CPUC Decisions 04-01-050, 04-10-035, 05-10-042, 06-06-064, 06-07-031 and any subsequent CPUC ruling or decision, or any other resource adequacy laws, rules or regulations enacted, adopted or promulgated by any applicable Governmental Authority, as such decisions, rulings, laws, rules or regulations may be amended or modified from time-to-time during the Term.

47. "RPS Legislation" means the State of California Renewable Portfolio Standard Program, as codified at California Public Utilities Code Section 399.11, et seq.
48. "RPS Requirements" and "RPS Status" have the same meanings set forth in Appendix C.
49. "Rule" means Tariff sheets which set forth the application of all rates, charges, and service when such applicability is not set forth in and as part of the rate schedules.
50. "SCE" has the meaning set forth in the Preamble.
51. "SCE Meter" means the SCE owned and Operated electric energy measurement and recording device, commonly called a "billing meter", located at the Point of Common Coupling of the Premises identified in Appendix A.
52. "Schedule," "Scheduled" or "Scheduling" means the action of Producer and SCE, or their designated representatives of notifying, requesting, and confirming to each other the Forecast of electric energy from the Generating Facility being received by SCE at the Net Generation Output Meter.
53. "Schedule CREST" refers to one or more Tariff sheets setting forth the charges and conditions for a customer taking service from SCE under this Tariff who meets the definition of an Eligible Customer who owns and operates an Eligible Renewable Generating Facility, as defined in Schedule CREST. This Tariff is subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.
54. "Site" means the real property on which the Renewable Generating Facility is, or will be located, as further described in Appendix A.
55. "Small Power Producer Qualifying Facility" or "SPP QF" means a facility certified by the FERC as a small power producer and certified by the CEC as an ERR that was in service prior to January 1, 2002.
56. "SPP QF Requirements", "SPP QF Status", "SPP QF Status Change" and "SPP QF Warranty" have the meanings set forth in Appendix D.
57. "Station Use" means the electric energy produced by the Renewable or Non-renewable Generating Facility that is:
 - a) Used within the respective Generating Facility to power the lights, motors, control systems and other electrical loads that are necessary for Operation; and
 - b) Consumed within the respective Generating Facility's electric energy distribution system as losses.
58. "Tariff(s)" mean(s) the entire body of effective rates, rentals, charges, and rules collectively of SCE, as set forth herein, and including title page, preliminary statement, service area maps, rate schedules, list of contracts and deviations, Rules, and sample forms.
59. "Term" has the meaning used in Section 4.1(c).
60. "Term Year" means a twelve (12) month period beginning on the first day of the calendar month following Initial Operation and each successive twelve (12) month period thereafter.
61. "TOU Periods" means the time of use periods for determination of payments as set forth in Appendix G.

CREST EXCESS AGREEMENT
SOUTHERN CALIFORNIA EDISON
Riverside County Waste Management Dept. PRODUCER NAME
1225 ID Number

62. "WATER" means Water/Wastewater Agency Tariff for Eligible Renewables the SCE Tariff schedule that implements Assembly Bill 1969.
63. "WECC" means the Western Electricity Coordinating Council, the regional reliability council for the Western United States, Southwestern Canada, and Northwestern Mexico.
64. "Web Client" has the meaning set forth in Appendix E.

APPENDIX G

TOU Periods and Energy Allocation Factors

<u>Time of Use Periods ("TOU Periods")</u>			
<i>TOU Period</i>	<i>Summer Jun 1st - Sep 30th</i>	<i>Winter Oct 1st - May 31st</i>	<i>Applicable Days</i>
On-Peak	Noon - 6:00 p.m.	Not Applicable.	Weekdays except Holidays.
Mid-Peak	8:00 a.m. - Noon	8:00 a.m. - 9:00 p.m.	Weekdays except Holidays.
	6:00 p.m. - 11:00 p.m.		Weekdays except Holidays.
Off-Peak	11:00 p.m. - 8:00 a.m.	6:00 a.m. - 8:00 a.m.	Weekdays except Holidays.
		9:00 p.m. - Midnight	Weekdays except Holidays.
	Midnight - Midnight	6:00 a.m. - Midnight	Weekends and Holidays
Super-Off- Peak	Not Applicable.	Midnight - 6:00 a.m.	Weekdays, Weekends and Holidays

<u>Energy Allocation Factors (Factor "B" in Section 6.5)</u>			
<i>Season</i>	<i>TOU Period</i>	<i>Calculation Method</i>	<i>Energy Allocation Factor</i>
Summer	On-Peak	Fixed Value	3.28
	Mid-Peak	Fixed Value	1.28
	Off-Peak	Fixed Value	0.67
Winter	Mid-Peak	Fixed Value	1.02
	Off-Peak	Fixed Value	0.82
	Super-Off-Peak	Fixed Value	0.65

"Holiday" is defined as New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, or Christmas Day.

When any Holiday falls on a Sunday, the following Monday will be recognized as a Holiday. No change will be made for Holidays falling on Saturday.

APPENDIX H

Summary of Dates, Term and Product Price for this Excess Agreement
(SCE to complete this Appendix after Initial Operation is confirmed.)

1. The Renewable Generating Facility's date of Initial Operation is _____. (SCE to confirm date using NGOM data.)
2. Term of 10 / 15 / 20 Term Years. (Producer to select.)
3. Product Price for this Agreement is \$ 0.10043 per kWh. (SCE to confirm using applicable MPR ruling, Producer's term and Initial Operation date.)