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STANDARD OFFER NO. 1

STANDARD OFFER FOR POWER PURCHASE
AND INTERCONNECTION WITH
AN AS-AVAILABLE QUALIFYING FACILITY

CITY OF OCEANSIDE

Transaction No.: 85-0143

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1. PARTIES

The Parties to this Agreement are The City of Oceanside (Seller), and San Diego Gas & Electric Company (SDG&E), a California corporation (individually "Party", collectively "Parties").

2. AGREEMENT

The Parties agree as follows:

3. PROJECT SUMMARY

Seller represents that the statements made below are true and selects the options to this Agreement specified below, which options are described in more detail in the sections referenced below:

3.1 Seller's Plant:

- 3.1.1 Nameplate Rating 184 kW in 1985
 350 kW in 1987
- 3.1.2 Interconnection Voltage Level 480v
- 3.1.3 Location: San Francisco Peak
 Hydro Plant
 S/O Lake Blvd.
 E/O Waverly Road
 Oceanside, California
 (address)
- 3.1.4 Type of Facility: Hydro
 _____ Cogeneration Facility
 X Small Power Production
 Facility
- 3.1.5 Construction begin date (Section 7.3)
 Under Construction.

Operation Date (Section 7.1)

Unit 1	72 kW	9/15/85
Unit 2	112 kW	9/15/85
Unit 3	166 kW	6/1/87

3.2 Method of Purchase and Sale (check one)
(Section 9.1):

Simultaneous Purchase and Sale
 Sale of Surplus Energy

3.3 Electric Service to Seller

3.3.1 Service under SDG&E Rate Schedule
(Section 10.1): AD/PG.

3.3.2 Standby Service under SDG&E Rate
Schedule (Section 10.2):
N/A.

3.3.3 Amount of Standby Service
(Section 10.2): N/A kW.

3.4 Interconnection Facilities Payment Option for
cost of SDG&E Facilities (Section 13.3)
(check one):

Option 1 - Advance Payment
 Option 2 - Financed Payment

3.4.1 The estimated cost of SDG&E
Facilities (Section 13.3):
\$ \$3,439.20.

3.4.2 The estimated cost of Line Extension
Facilities (Section 13.4):
\$ \$56,398.00.

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3.4.3 Seller chooses to determine the cost payable for both the SDG&E and Line Extension Facilities as specified in Section 3.4.1 and 3.4.2 based on (Section 13.5):

_____ Binding Estimate
 X Actual Cost

3.4.4 Maximum Capacity of Interconnection Facilities: 0.750 MW. Limiting Interconnection Equipment: 12000/277/480 3 ϕ Transformer .

3.5 Seller selects the following metering locations (Sections 8.3 and 17.1)

_____ Metering on SDG&E's side of Interconnection Facilities
 X Metering on Seller's side of Interconnection Facilities

Transformer Loss Compensation Factor: 2%

1
2 4. NOTICES

3 Any formal communication or notice in connection with
4 the Agreement shall be in writing and shall be deemed
5 properly given if delivered in person or sent by first class
6 mail, postage prepaid, to the person specified below:

7 San Diego Gas & Electric Company
8 c/o Secretary
9 P. O. Box 1831
San Diego, CA 92112

10 City of Oceanside

11 Water Utilities Department

12 320 North Horne Street

13 Oceanside, CA 92054

14 5. RECITALS

15 5.1 This Agreement describes the conditions and
16 prices available to Seller for As-Available Energy and
17 Capacity sold and delivered to SDG&E from a Qualifying
18 Facility (see Definition below) as mandated by the Califor-
19 nia Public Utilities Commission (CPUC), the Federal Energy
20 Regulatory Commission (FERC) and the Public Utility Regula-
21 tory Policies Act of 1978.

22 5.2 Seller desires to construct, own, operate and
23 control a Qualifying Facility, generate electric energy, and
24 sell and deliver As-Available Energy and Capacity produced
25 by said facility to SDG&E.

26 5.3 SDG&E desires to purchase As-Available Energy
27 and Capacity made available to it from the Qualifying
28 Facility subject to the terms of this Agreement.

1 6. DEFINITIONS

2 6.1 Agreement: This Standard Offer for Power
3 Purchase and Interconnection with an As-Available Qualifying
4 Facility between SDG&E and Seller, including: Exhibit A -
5 Plant Schematic and Interconnection Facilities; Exhibit B -
6 Interconnection and Line Extension Facilities Equipment
7 List; Exhibit C - SDG&E's Energy Payment Schedule for
8 As-Available Qualifying Facilities; Exhibit D - SDG&E's
9 Capacity Payment Schedule for As-Available Qualifying
10 Facilities; and Exhibit E - SDG&E's Electric Department Rule
11 21, attached hereto and incorporated herein by reference.

12 6.2 As-Available Energy/Capacity: Electricity
13 provided by a Qualifying Facility to a utility as it becomes
14 available, rather than at prearranged times and in prear-
15 ranged quantities.

16 6.3 Authorized Representatives: An employee of
17 the Party designated in writing to the other Party to serve
18 as primary contact for and represent such Party in the
19 implementation and administration of this Agreement.

20 6.4 Bill: A written statement setting forth
21 charges and requiring payment for electrical service, gas
22 service, or both, as more fully discussed in SDG&E's Rules
23 of Service.

24 6.5 Capacity Payment Schedule: SDG&E's schedule
25 of time-differentiated prices and conditions for purchase of
26 capacity from As-Available Qualifying Facilities, as updated
27 from time-to-time. The capacity prices contained therein
28 will be derived from SDG&E's full avoided cost, as approved

1 by the CPUC, throughout the life of the Agreement. SDG&E's
2 current Capacity Payment Schedule is attached as Exhibit D.

3 6.6 Cogeneration Facility: A facility which
4 produces electric energy and steam or forms of useful
5 thermal energy (such as heat), which are used for industri-
6 al, commercial, heating, or cooling purposes, as defined in
7 Title 18 Code of Federal Regulations (CFR), Part 292, as of
8 the effective date of this Agreement.

9 6.7 CPUC: The California Public Utilities
10 Commission or any successor agency having regulatory control
11 over SDG&E or its successors.

12 6.8 Energy: Electric energy expressed in kilo-
13 watt-hours generated by the Plant, delivered and sold to
14 SDG&E.

15 6.9 Energy Payment Schedule: SDG&E's schedule of
16 time-differentiated prices and conditions for purchase of
17 Energy from As-Available Qualifying Facilities as updated
18 from time-to-time. The Energy prices contained therein will
19 be derived from SDG&E's full avoided operating costs, as
20 approved by the CPUC, throughout the life of the Agreement.
21 SDG&E's current Energy Payment Schedule is attached as
22 Exhibit C.

23 6.10 FERC: The Federal Energy Regulatory Commis-
24 sion or any successor agency having a similar function.

25 6.11 Forced Outage: Any Plant outage resulting
26 from a design defect, inadequate construction, operator
27 error or a breakdown of the mechanical or electrical
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1 equipment that fully or partially curtails the electrical
2 output of the Plant.

3 6.12 Interconnection Facilities: Facilities and
4 devices which are required for the proper and safe operation
5 of the Plant in parallel with SDG&E's electric system and
6 which are either owned by Seller or are SDG&E Facilities,
7 all as described in Section 13, and generally shown on
8 Exhibits A and B.

9 6.13 Line Extension Facilities: All facilities,
10 excluding the Interconnection Facilities, as generally shown
11 on Exhibit B and as determined by SDG&E to be necessary to
12 connect SDG&E's existing system to the Point of Delivery in
13 order to accept the output of the Plant.

14 6.14 Meters: Any meter installed as part of the
15 Interconnection Facilities to measure the amount of As-
16 Available Energy and Capacity delivered to SDG&E.

17 6.15 Minimum Load Condition: A situation when
18 SDG&E's electric system load minus the margin required for
19 regulation of its generation resources is equal to or less
20 than the sum of (1) the minimum electrical output of gen-
21 erating units committed for system security; (2) the elec-
22 trical output associated with firm purchases which SDG&E is
23 obligated to accept due to contractual terms or penalties;
24 and (3) the output of Qualifying Facilities providing
25 electricity to SDG&E.

26 6.16 O&M Charge: An amount paid monthly by Seller
27 to SDG&E to cover the operation and maintenance of the Line
28 Extension and SDG&E Facilities.

1 6.17 Operation Date: The day upon which the Plant
2 is deemed, by both Parties, to be capable of reliable
3 delivery of Energy.

4 6.18 Plant: The Cogeneration Facility or Small
5 Power Production Facility controlled by Seller including the
6 generator with all associated equipment and improvements
7 necessary for generating electric Energy.

8 6.19 Point of Delivery: The point shown on
9 Exhibit A where delivery of As-Available Energy and Capacity
10 shall take place.

11 6.20 Qualifying Facility: A Cogeneration Facility
12 or a Small Power Production Facility as defined in Section
13 6.6 and 6.22, respectively.

14 6.21 SDG&E Facilities: Facilities owned by SDG&E
15 for the proper parallel operation of the Plant with SDG&E's
16 system. These facilities will include, but not be limited
17 to: connection, transformation, switching, metering, safety
18 equipment and any necessary additions and/or reinforcements
19 required and added by SDG&E to SDG&E's system, excluding any
20 Line Extension Facilities.

21 6.22 Small Power Production Facility: A facility
22 which produces electric energy solely by the use, as a
23 primary energy source, of biomass, waste, renewable resourc-
24 es, or any combination thereof, as defined in Title 18 Code
25 of Federal Regulations, Part 292, as of the effective date
26 of this Agreement.

27 6.23 Station Load: Load specifically related to
28 the operation of the generation auxiliary equipment. Such

1 auxiliary equipment includes, but is not necessarily limited
2 to, forced and induced draft fans, cooling towers, boiler
3 feed pumps, lubricating oil systems, plant lighting, fuel
4 handling systems, control systems, and sump pumps.

5 6.24 Statement: A written statement setting forth
6 amounts of As-Available Energy and Capacity delivered and
7 sold to SDG&E and amounts due to Seller for such
8 As-Available Energy and Capacity, as more fully described in
9 Section 15.

10 6.25 System Emergency: A condition on SDG&E's
11 system which is likely to result in imminent significant
12 disruption of service to customers, or is likely to endanger
13 life or property.

14 6.26 Surplus Energy: The total output of the
15 Plant, less Station Load and other load requirements of the
16 Seller, that the Seller actually delivers to the Point of
17 Delivery from the Plant's generation facilities.

18 6.27 Willful Action:

19 6.27.1 Action taken or not taken by a Party at
20 the direction of its directors, officers or supervisory
21 employees affecting its performance under this Agreement,
22 which action is knowingly or intentionally directed by such
23 directors, officers or supervisory employees with conscious
24 indifference to the injurious consequences thereof, or with
25 intent that injury or damage would result or would probably
26 result therefrom. Willful Action does not include any act
27 or failure to act which is merely involuntary, accidental,
28 or negligent.

1 6.27.2 Action taken or not taken by a Party at
2 the direction of its directors, officers or supervisory
3 employees affecting its performance under this Agreement,
4 which action has been determined by arbitration award or
5 final judgment or judicial decree to be a contract breach
6 under this Agreement and which occurs or continues beyond
7 the time specified in such arbitration award or judgment or
8 judicial decree for curing such default, or, if no time to
9 cure is specified therein, occurs or continues thereafter
10 beyond a reasonable time to cure such default.

11 6.27.3 Action taken or not taken by a Party at
12 the direction of its directors, officers of supervisory
13 employees affecting its performance under this Agreement,
14 which action is knowingly or intentionally directed by such
15 directors, officers or supervisory employees with the
16 knowledge that such action taken or not taken is a contract
17 breach under this Agreement.

18 7. EFFECTIVE DATE AND TERM

19 7.1 This Agreement shall be binding upon execu-
20 tion and shall remain in effect until terminated by the
21 Seller.

22 7.2 Seller shall begin construction of the Plant
23 on or before the date specified in Section 3.1.5.

24 7.3 The scheduled Operation Date of the Plant is
25 as specified in Section 3.1.5. At the end of each calendar
26 quarter, Seller shall give written notice to SDG&E of any
27 change in the scheduled Operation Date. This Agreement
28 shall terminate if the actual Operation Date does not occur

1 within five years (5) of the effective date of this Agree-
2 ment.

3 8. PURCHASE PRICE OF ENERGY AND CAPACITY

4 8.1 Seller shall sell and deliver, and SDG&E
5 shall purchase and accept, Energy produced from the Plant
6 for the term of this Agreement, according to SDG&E's Energy
7 Payment Schedule, as updated from time-to-time. SDG&E's
8 current Energy Payment Schedule is attached as Exhibit C.

9 8.2 Seller shall sell and deliver and SDG&E shall
10 purchase and accept As-Available Capacity as delivered in
11 accordance with SDG&E's Capacity Payment Schedule for
12 As-Available Qualifying Facilities as updated from time-to-
13 time. SDG&E's current Capacity Payment Schedule is attached
14 as Exhibit D.

15 8.3 If Seller selects a metering location on
16 Seller's side of the Interconnection Facilities the power
17 recorded as delivered to SDG&E shall be adjusted by applying
18 the transformer loss compensation factor specified in
19 Section 3.5 to derive the amount of energy and capacity
20 deemed delivered. The transformer loss compensation factor
21 shall be as agreed to by the parties or at Seller's elec-
22 tion, shall be calculated based on the measured value of
23 transformer losses from the transformer to be used. If
24 Seller chooses this latter option, Seller shall pay SDG&E
25 for the cost of determining this measured value.

26 9. METHOD OF PURCHASE AND SALE

27 9.1 All Energy delivered to SDG&E at the Point of
28

1 Delivery and registered by the Meters located thereat shall
2 be provided according to the option described below and
3 selected in Section 3.2.

4 9.1.1 Simultaneous Purchase And Sale

5 Seller shall sell and deliver to SDG&E
6 the total Plant output, minus Station
7 Load, to the Point of Delivery. Seller
8 shall purchase from SDG&E all energy
9 used by Seller for its own consumption.

10 9.1.2 Sale Of Surplus Energy

11 Seller shall sell and deliver to SDG&E
12 at the Point of Delivery any Surplus
13 Energy generated by the Plant. Seller
14 shall purchase from SDG&E any additional
15 energy required for Seller's own con-
16 sumption.

17 9.2 All Energy delivered to SDG&E by Seller shall
18 be metered according to time-of-use metering at Seller's
19 expense.

20 9.3 Seller shall have the ability to convert
21 between the options specified in Section 9.1 provided that
22 the Seller gives SDG&E a minimum of sixty (60) days advance
23 written notice prior to the desired date of such conversion.
24 Seller may not convert more than once in any 12 month
25 period. Any and all costs incurred by SDG&E as a result of
26 any such conversion shall be paid by the Seller within
27 thirty (30) days of receipt of notice from SDG&E of the
28 amount of such costs. In addition, the cost of SDG&E

1 Facilities and Line Extension Facilities upon which the
2 monthly O&M charge is based shall be adjusted to reflect
3 the costs of such conversion. SDG&E shall not be required
4 to remove or reserve capacity of the Interconnection Facili-
5 ties or Line Extension Facilities made idle by Seller's
6 energy sale conversion except as provided in SDG&E's Elec-
7 tric Department Rule 21 and may use such facilities at any
8 time to serve other customers or to interconnect with other
9 electric power sources as provided in SDG&E's Electric
10 Department Rule 21.

11 9.4 SDG&E shall process a request by Seller to
12 convert between the Options specified in Section 9.1 and
13 institute any changes made necessary by such request as
14 expeditiously as possible given SDG&E's other resource
15 commitments. The conversion shall be effective on the date
16 SDG&E notifies Seller that all changes necessary to accommo-
17 date such conversion have been completed.

18 10. ELECTRIC SERVICE TO SELLER

19 10.1 SDG&E will provide electric service to Seller
20 pursuant to SDG&E's Rate Schedule specified in Section
21 3.3.1, if applicable, or any revision or replacement there-
22 of. Said schedules shall be subject to SDG&E's Rules for
23 Electric Service, as may be revised from time-to-time, which
24 are incorporated by this reference as though fully set forth
25 herein.

26 10.2 SDG&E will provide standby service to Seller
27 in accordance with SDG&E's Rate Schedule specified in
28

1 Section 3.3.2, if applicable, in an amount as specified in
2 Section 3.3.3.

3 11. SELLER'S GENERAL OBLIGATIONS

4 Seller shall:

5 11.1 Design, own, construct, operate and maintain
6 the Plant provided that SDG&E shall have the right to
7 require modifications to such design as provided in Section
8 12.2.

9 11.2 Operate and maintain the Plant in accordance
10 with prudent electrical practices. If a condition is
11 created by Seller which may unreasonably interfere with the
12 reliability or safety of operation of the Plant or the SDG&E
13 system, the Seller shall correct or eliminate such condition
14 with reasonable diligence.

15 11.3 Notify SDG&E's Authorized Representative (i)
16 by January 1, May 1 and September 1 of each year, of the
17 estimated scheduled maintenance and estimated daily As-
18 Available Energy and Capacity for the succeeding four months
19 and (ii) by September 1 of each year, of the estimated
20 scheduled maintenance and estimated daily As-Available
21 Energy and Capacity for the following year.

22 11.4 Place its main disconnect switch under the
23 control of both SDG&E and Seller by (i) allowing SDG&E to
24 add its lock to Seller's lock on the switch door, (ii)
25 allowing SDG&E to stencil its markings on the switch door
26 and (iii) allowing SDG&E 24-hour access to the switch.
27 Switch operation shall be reserved exclusively for SDG&E and
28 Seller personnel, and each Party will be able to lock out

1 the switch. Switch maintenance shall be performed by
2 Seller's personnel.

3 11.5 Provide SDG&E by means of a separate, written
4 instrument, any rights-of-way and access required for
5 construction, operation, maintenance, inspection and testing
6 of Interconnection Facilities and testing and reading of
7 Meters, and operating of Seller's main disconnection switch.

8 11.6 Maintain proper daily Plant operating
9 records, including, but not limited to fuel consumption,
10 cogeneration fuel efficiency, kilowatts, kilovars and
11 kilowatt-hours generated and maintenance performed, and make
12 such records as are reasonably needed by SDG&E to implement
13 this Agreement available to SDG&E during normal business
14 hours upon request.

15 11.7 Provide to SDG&E Plant electrical design and
16 Interconnection Facilities design drawings for its review
17 prior to finalizing Plant design and before beginning
18 construction work based on such drawings. SDG&E may require
19 modification of such design as provided in Section 12.2.

20 11.8 Provide to SDG&E reasonable advance written
21 notice of any changes in the Plant or Interconnection
22 Facilities and provide to SDG&E design drawings of any such
23 changes for its review and approval as provided in Section
24 12.2.

25 11.9 Test its Interconnection Facilities at least
26 every 12 months, by qualified personnel, notify SDG&E at
27 least 72 hours in advance of such tests and permit SDG&E to
28 have a representative present at such tests.

1 11.10 Design and operate the Plant to limit the
2 adverse effects of reactive power flow on the utility
3 system. Seller shall operate the Plant in a manner to
4 satisfy the reactive power requirement of Seller's load
5 within the limits of the Plant's capability as set forth in
6 SDG&E's Electric Department Rule 21.

7 11.11 Notify SDG&E of the Plant start-up date at
8 least forty-five (45) days prior to such date. SDG&E shall
9 inspect the Interconnection Facilities within thirty (30)
10 days of receipt of such notice. If SDG&E concludes in good
11 faith that the Interconnection Facilities are for any reason
12 unacceptable, SDG&E will notify to Seller in writing within
13 five (5) days of completion of the inspection, stating the
14 reasons for its determination. Seller shall correct any
15 deficiencies noted by SDG&E and shall provide SDG&E with the
16 further right to inspect in accordance with the guidelines
17 set forth above.

18 11.12 Notify SDG&E at least fourteen (14) calendar
19 days prior to: (i) the initial energizing of the Point of
20 Interconnection; (ii) the initial parallel operation of each
21 of Seller's generators; and (iii) the initial testing of
22 Seller's protective apparatus. SDG&E shall have the right
23 to have a representative present at such times.

24 11.13 Reimburse SDG&E for the cost of acquiring any
25 property rights which are determined by SDG&E to be required
26 pursuant to this Agreement.

27 11.14 Be liable to SDG&E for any loss of whatever
28 kind which SDG&E incurs as a result of (i) Seller's failure

1 to obtain or maintain any necessary permit or approval,
2 including completion of required environmental studies,
3 necessary for the construction, operation and maintenance of
4 the Plant, and (ii) Seller's failure to comply with neces-
5 sary permits and approvals or with any applicable law.

6 11.15 As of the Operation Date of the Plant and
7 throughout the term of this Agreement, maintain and operate
8 the Plant to assure that the Plant meets the requirements of
9 a Qualifying Facility established as of the effective date
10 of this Agreement. Seller warrants that the Plant will meet
11 the requirements of a Qualifying Facility as defined herein
12 from the date of first power delivery throughout the term of
13 this Agreement.

14 11.16 Comply with the requirements of and design
15 the Plant consistently with SDG&E Electric Department Rule
16 21 as attached hereto as Exhibit E; provided, however, that
17 the charge for operation and maintenance of Line Extension
18 and Interconnection Facilities specified in Rule 21 is
19 subject to revision from time-to-time as authorized by the
20 CPUC.

21 12. SDG&E'S GENERAL OBLIGATIONS

22 SDG&E shall:

23 12.1 Operate and maintain its electrical facili-
24 ties in accordance with applicable generally accepted
25 practices in the electric utility industry.

26 12.2 Have the right to review all Plant and
27 Interconnection Facilities specifications and designs
28 submitted by Seller. SDG&E may require modifications to

1 such specifications and designs as it deems necessary to
2 allow SDG&E to operate its system safely and reliably.
3 SDG&E shall notify Seller in writing of the results of the
4 review of the specifications and designs of the Interconnec-
5 tion Facilities submitted by Seller, within thirty (30) days
6 of receipt of such specifications and designs by SDG&E.
7 SDG&E shall include its notification to Seller any flaws
8 perceived by SDG&E in its review of the material submitted
9 by the Seller. SDG&E's review of Seller's specifications and
10 designs shall not be construed as confirming or endorsing
11 the design or as any warranty of safety, durability or
12 reliability of the Plant or any of the equipment or the
13 technical or economic feasibility of the Plant. SDG&E shall
14 not, by reason of such review or failure to review, be
15 responsible for strength, details of design, adequacy or
16 capacity of the Plant or equipment, nor shall SDG&E's
17 acceptance of such specifications or designs be deemed to be
18 an endorsement of any facility or equipment. Notwithstand-
19 ing anything in this Agreement to the contrary, SDG&E shall
20 not be liable to Seller and Seller shall indemnify and hold
21 SDG&E harmless from any claim, cost, loss, damage or liabil-
22 ity, including attorney's fees and interest, in connection
23 with SDG&E's exercising its rights under this Section 12.2.

24 12.3 Make such SDG&E Facilities' records available
25 to Seller upon request as are needed by Seller to implement
26 this Agreement.
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1 12.4 Make available to Seller any data filed in
2 accordance with CPUC Decision No. 83-10-093, Ordering
3 Paragraph 5f, as specifically requested by Seller.

4 12.5 Make available SDG&E Electric Department
5 rules and other existing publications governing interconnec-
6 tion, at Seller's request.

7 13. INTERCONNECTION FACILITIES

8 13.1 Seller shall own and shall be solely respon-
9 sible for the design, purchase, installation, operation and
10 maintenance of those Interconnection Facilities necessary to
11 protect SDG&E's system, employees and customers from damage
12 or injury arising out of or connected with the operation of
13 the Plant.

14 13.2 SDG&E shall design, own, operate and maintain
15 the SDG&E Facilities and Line Extension Facilities required
16 to connect the Seller's Plant to SDG&E's electric system as
17 set forth in Exhibit B of this Agreement. Exhibit B shall
18 be modified as necessary to accommodate interconnection to
19 Seller. SDG&E shall construct and install the Facilities so
20 designated in Exhibit B. Seller shall construct and install
21 and, after installation, transfer title to SDG&E free of all
22 liens, the Facilities so designated in Exhibit B, in accor-
23 dance with SDG&E's Electric Department Rule 21.

24 13.3 Seller shall reimburse SDG&E for all costs
25 incurred by SDG&E associated with the purchase, installation
26 and inspection of SDG&E Facilities according to one of the
27 following options:

28 13.3.1 Option 1 - Advance Payment

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13.3.2 Option 2 - Financed Payment

as set forth in SDG&E's Electric Department Rule 21 and as selected in Section 3.4. The estimated cost of the SDG&E Facilities is as specified in Section 3.4.1.

13.4 Seller shall reimburse SDG&E for all costs incurred by SDG&E associated with the purchase, installation and inspection of any Line Extension Facilities according to the method set forth in SDG&E's Electric Department Rule 21. The estimated cost of the Line Extension Facilities is as specified in Section 3.4.2.

13.5 Interconnection Priority

13.5.1 To accommodate power deliveries from Seller's Plant under this Agreement, SDG&E shall allocate to Seller existing available SDG&E line capacity, and a priority for said line capacity in accordance with the terms of this Agreement, SDG&E's Electric Department Rule 21, and the CPUC Interconnection Priority Procedure ("IPP"), as now established and as it may be changed periodically by the CPUC. Seller acknowledges that it has read SDG&E's Electric Department Rule 21 and the IPP and understands its obligations and the consequences if it fails to meet any of the performance objectives ("milestones") in the IPP. The Parties acknowledge that as of the date of execution of this Agreement, SDG&E had not filed and received CPUC approval of the Rule 21 incorporating the requirements of the IPP. The Parties agree to amend this Agreement to add Rule 21 as first approved by the CPUC incorporating the IPP.

1 13.5.2 Seller shall commence construction of
2 the Plant on or before the date as specified in Section
3 3.1.5. Should Seller fail to commence construction by said
4 date, SDG&E will notify Seller in writing that Seller has
5 thirty (30) days in which to begin construction. Should
6 construction not begin within the additional thirty (30)
7 days, SDG&E shall have the right to reallocate any or all of
8 Seller's portion of the capacity on the line(s).

9 13.5.3 In the event Seller loses its priority
10 for existing available line capacity, Seller shall, pursuant
11 to SDG&E's Electric Department Rule 21 and the IPP, be
12 obligated to pay any additional cost for upgrades or addi-
13 tions, necessary to accommodate Seller's deliveries. In
14 such event, SDG&E and Seller shall amend this Agreement to
15 reflect the conditions resulting from the change in priori-
16 ty.

17 13.6 The costs payable by Seller for the
18 Interconnection Facilities and the Line Extension Facilities
19 as specified in Sections 3.4.1 and 3.4.2 shall be based on
20 either a binding estimate or actual cost (non-binding) as
21 selected in Section 3.4.3.

22 Actual Cost: Seller shall receive from SDG&E an
23 estimate of costs for all Interconnec-
24 tion and Line Extension work to be
25 performed by SDG&E, as required to
26 interconnect with Seller. Upon comple-
27 tion of construction, SDG&E shall either
28 bill or reimburse Seller for the

1 difference between the actual and
2 estimated costs according to the
3 procedures specified in SDG&E's Electric
4 Department Rule 21.

5 Binding Estimate:

6 Seller shall receive a binding estimate
7 of costs for all Interconnection and
8 Line Extension work to be performed by
9 SDG&E as required to interconnect with
10 Seller. Such costs shall not be changed
11 except that in the event that changes
12 are deemed necessary in the Interconnec-
13 tion or Line Extension Facilities prior
14 to the Operation Date due to a change in
15 the Seller's Plant, the costs as speci-
16 fied in Section 3.4.1 and 3.4.2 will be
17 revised to reflect any modifications
18 necessary to be made by SDG&E to accom-
19 modate changes in Seller's Plant.

20 13.7 The Parties recognize that from time-to-time
21 certain improvements, additions or other changes in the
22 Interconnection Facilities may be required for the proper
23 and safe operation of the Plant in parallel with SDG&E's
24 system. SDG&E shall have the right to make such changes or
25 require Seller to make such changes, whichever is appropri-
26 ate, upon reasonable advance written notice to Seller.
27 Seller shall, through the option chosen in Section 3.4,
28 reimburse SDG&E for all costs incurred by SDG&E for any
additions or changes in the SDG&E Facilities to the extent

1 appropriate under SDG&E's Electric Department Rule 21, and
2 the cost of SDG&E Facilities upon which the O&M Charge is
3 based shall be adjusted to reflect the costs of such chang-
4 es.

5 13.8 Seller shall pay for operation and mainte-
6 nance of Line Extension and SDG&E Facilities in accordance
7 with SDG&E's Electric Department Rule 21 and Section 15.2 of
8 this Agreement. Seller shall be solely responsible for
9 maintaining in good operating condition all Interconnection
10 Facilities owned by Seller. When the Plant is generating
11 electrical energy, whether or not it is operating in paral-
12 lel with SDG&E's system, all Interconnection Facilities
13 shall be in good repair and proper operating condition.

14 14. CANCELLATION CHARGES

15 Seller shall be responsible for the reimbursement to
16 SDG&E of any and all cancellation charges incurred as a
17 result of SDG&E cancelling order(s) for equipment necessary
18 for the interconnection between SDG&E and Seller, provided
19 that said charges be due to Seller's cancellation or modi-
20 fication of the Plant. Seller shall pay SDG&E within thirty
21 (30) days after receipt of notice for said charges.

22 15. BILLING AND PAYMENT

23 15.1 SDG&E shall read all Meter(s) monthly accord-
24 ing to its regular meter reading schedule beginning no more
25 than thirty (30) days after the date that As-Available
26 Energy and Capacity are first delivered to SDG&E. SDG&E
27 shall mail to Seller not later than thirty (30) days after
28 the end of each monthly billing period (i) a Statement

1 showing the As-Available Energy and Capacity delivered to
2 SDG&E during on-peak, semi-peak, and off-peak periods during
3 the monthly billing period, (ii) SDG&E's computation of the
4 amount due Seller, and (iii) SDG&E's check in payment of
5 said amount. If within thirty (30) days of receipt of the
6 Statement Seller does not make a report in writing to SDG&E
7 of an error, Seller shall be deemed to have waived any error
8 in SDG&E's Statement, computation, and payment, and they
9 shall be considered correct and complete. SDG&E reserves
10 the right to provide such Statement concurrently with any
11 Bill to Seller for electric or gas service provided by SDG&E
12 to Seller and to credit such Bill with the value of SDG&E's
13 purchase of As-Available Energy and Capacity. Seller shall
14 pay any amount owing for electric and gas service provided
15 by SDG&E to Seller in accordance with applicable Rules of
16 Service.

17 15.2 Seller shall pay SDG&E (i) the installed cost
18 of SDG&E Facilities (to the extent appropriate) pursuant to
19 Option 1 of Sections 3.4 and 13.3 of this Agreement and the
20 installed cost of any Line Extension Facilities, (ii) a
21 monthly payment for specified SDG&E Facilities, if appropri-
22 ate, pursuant to Option 2 of Sections 3.4 and 13.3 of this
23 Agreement, (iii) a monthly O&M Charge for Line Extension
24 Facilities and SDG&E Facilities, pursuant to SDG&E Electric
25 Department Rule 21, and (iv) a monthly charge to reimburse
26 SDG&E for leased communication facilities when required by
27 SDG&E for telemetering the Plant output. Seller shall pay
28

1 SDG&E for such charges within thirty (30) days of the
2 receipt of a bill for any such charge.

3 15.3 If either Party disputes a Statement, payment
4 shall be made as if no dispute existed, pending resolution
5 of the dispute by the Authorized Representatives. If the
6 Statement is determined to be in error, the amount deter-
7 mined to be in error shall be refunded by the Party owing,
8 with monthly interest at a rate equal to that applied to
9 SDG&E's Energy Cost Adjustment Clause pursuant to Section
10 9.(i).(4) of SDG&E's Electric Department Preliminary State-
11 ment, or successor CPUC approved interest rate.

12 15.4 If either Party disputes a Bill, such dispute
13 shall be resolved in accordance with SDG&E's applicable
14 Rules of Service.

15 16. AUTHORIZED REPRESENTATIVE

16 16.1 Within thirty (30) days after the date of
17 execution of this Agreement, each Party shall designate in
18 writing to the other Party an Authorized Representative to
19 serve as primary contact for, and person to represent, such
20 Party in the implementation and administration of this
21 Agreement.

22 16.2 SDG&E's Authorized Representative will
23 develop detailed written procedures as may be necessary and
24 convenient to administer this Agreement. Any such proce-
25 dures will be submitted to Seller's Authorized Representa-
26 tive for review, comment and discussion before being put
27 into effect. Such procedures may include, without limita-
28 tion, specified equipment tests and operating matters which

1 affect or may affect quality and reliability of service to
2 SDG&E's electric customers.

3 16.3 The Authorized Representative shall have no
4 authority to modify any of the provisions of this Agreement.

5 17. METERING OF ENERGY DELIVERIES

6 17.1 Metering for electric service to Seller and
7 for Energy purchases by SDG&E shall be at the Point of
8 Delivery as shown in Exhibit A. Metering will be installed
9 which will measure and record flows in each direction. All
10 the meters and equipment used for measuring power delivered
11 to SDG&E shall be located on the side of the Interconnection
12 Facilities selected by Seller and as shown on Exhibit A and
13 selected in Section 3.5. If metering is on the Seller's
14 side of the Interconnection Facilities a transformer loss
15 compensation factor shall also be specified (see Section
16 8.3).

17 17.2 All Meters shall be sealed and the seal shall
18 be broken only by SDG&E, upon occasions when the Meters are
19 to be inspected, tested or adjusted.

20 17.3 SDG&E shall inspect and test all Meters upon
21 their installation and on its regular testing schedule. If
22 requested to do so by Seller, SDG&E shall inspect or test a
23 Meter, but the expense of such inspection or test shall be
24 paid by Seller unless the Meter is found not to comply with
25 the accuracy specifications found in SDG&E's Electric
26 Department Rule 18, or any superseding standard.

1 17.4 If a Meter is in error, Section B of SDG&E's
2 Electric Department Rule 18, or any superseding standard,
3 shall be applied.

4 17.5 Seller shall report the hourly and daily
5 Energy recordings to SDG&E periodically as agreed upon by
6 the Authorized Representatives. Where the Plant's rated
7 capacity is greater than 2 MW, the Plant's output shall be
8 telemetered to SDG&E's Mission Control Center as specified
9 in SDG&E's Electric Department Rule 21.

10 18. CONTINUITY OF SERVICE

11 18.1 SDG&E shall not be obligated to accept or pay
12 for, and SDG&E may require Seller to temporarily curtail,
13 interrupt or reduce deliveries of As-Available Energy and
14 Capacity upon advance notice to Seller, in order for SDG&E
15 to construct, install, maintain, repair, replace, remove,
16 investigate or inspect any of its equipment or any part of
17 its system, or if SDG&E determines that such curtailment,
18 interruption or reduction is necessary because of a System
19 Emergency, forced outage, operating conditions on its
20 system, or compliance with prudent electrical practices,
21 provided that SDG&E shall not interrupt deliveries pursuant
22 to this section solely in order to take advantage, or to
23 make purchases, of less expensive energy elsewhere.

24 18.2 SDG&E shall not be obligated to accept or pay
25 for, and may require Seller, with a Qualifying Facility with
26 a nameplate rating of one megawatt or greater, to tempo-
27 rarily curtail, interrupt or reduce deliveries of As-
28 Available Energy and Capacity during periods of Minimum Load

1 Conditions where such purchase results in "negative avoided
2 cost" to SDG&E, as such term is defined by the CPUC.

3 18.3 Notwithstanding any other provision of this
4 Agreement, if at any time SDG&E determines that either (i)
5 the facility may endanger SDG&E personnel, or (ii) the
6 continued operation of Seller's facility may endanger the
7 integrity of SDG&E's electric system, SDG&E shall have the
8 right upon notice to Seller, to disconnect Seller's facility
9 from SDG&E's system. Seller's facility shall remain
10 disconnected until such time as SDG&E is satisfied that the
11 condition(s) referenced in (i) or (ii) of this Section 18.3
12 have been corrected.

13 18.4 Whenever possible, SDG&E shall give Seller
14 reasonable advance notice of its intent to refuse to pur-
15 chase As-Available Energy and Capacity under this Section
16 18.

17 18.5 The Authorized Representatives will coordi-
18 nate temporary curtailment and interruption or reduction of
19 deliveries of As-Available Energy and Capacity required for
20 either Party to construct, install, maintain, repair,
21 replace, remove, investigate or inspect equipment in its
22 respective electric system.

23 19. NONDEDICATION OF FACILITIES

24 Seller does not hereby dedicate any part of the Plant
25 to serve SDG&E, its customers, or the public. SDG&E does
26 not hereby dedicate any part of its system or facilities to
27 serve or accept As-Available Energy and Capacity from Seller
28 to any greater extent than may be provided by law.

1 20. LIABILITY

2 20.1 Except in the case of Willful Action or sole
3 negligence, neither Party shall hold the other Party, its
4 officers, agents or employees liable for any loss, damage,
5 claim, cost, or expense for loss of or damage to property,
6 or injury or death of persons, which arises out of the other
7 Party's ownership, operation or maintenance of facilities on
8 its own side of the Point of Delivery.

9 20.2 Except as set forth in Section 20.1, each
10 Party agrees to defend, indemnify and save harmless the
11 other Party, its officers, agents, and employees against all
12 losses, claims, demands, costs, or expenses for loss of or
13 damage to property, or injury or death of persons, which
14 directly or indirectly arise out of the indemnifying Party's
15 performance pursuant to this Agreement; provided, however,
16 that a Party shall be solely responsible for any such
17 losses, claims, demands, costs or expenses which result from
18 its sole negligence or Willful Action.

19 21. INSURANCE

20 21.1 Seller, at its own expense, shall secure and
21 maintain in effect during the life of this Agreement the
22 following insurance as will protect Seller and SDG&E during
23 the performance of operation hereunder:

24 21.1.1 General Liability Insurance with a
25 combined single limit for bodily injury
26 and property damage of not less than (a)
27 \$1,000,000 each occurrence if the Plant
28 is 100 kW or greater; (b) \$500,000 each

1 occurrence if the Plant is between 20 kW
2 and 100 kW; and (c) \$100,000 each
3 occurrence if the Plant is 20 kW or
4 less. Such General Liability Insurance
5 shall include coverage for Premis-
6 es-Operations, Owners and Contractors
7 Protective, Products/Completed Opera-
8 tions Hazard, Explosion, Collapse,
9 Underground, Contractual Liability, and
10 Broad Form Property Damage including
11 Completed Operations.

12 21.1.2 The liability insurance specified in
13 Section 21.1.1 shall name SDG&E as
14 additional insured and shall contain a
15 severability of interest or cross-
16 liability clause. The requirement to
17 name SDG&E as additional insured shall
18 be waived if such requirement prevents
19 Seller from obtaining insurance as
20 specified herein.

21 21.2 Certificates of Insurance evidencing the
22 coverages and provision as required in Sections 21.1.1 and
23 21.1.2 above shall be furnished to SDG&E prior to intercon-
24 nected operation of the Plant and shall provide that written
25 notice be given to SDG&E at least thirty (30) days prior to
26 cancellation or reduction of any coverage. SDG&E shall have
27 the right, but not the obligation, to inspect the original
28 policies of such insurance. Seller will not be allowed to

1 commence interconnected operations unless evidence of
2 satisfactory insurance has been provided to SDG&E in a
3 timely manner.

4 21.3 SDG&E will allow Seller to self-insure in
5 lieu of compliance with the requirements of Section 21.1
6 under the following conditions:

7 21.3.1 Seller must be a governmental agency
8 with an established record of self-
9 insurance.

10 21.3.2 Seller must provide to SDG&E at least
11 thirty (30) days prior to the Operation
12 Date evidence of an acceptable plan to
13 self-insure to a level of coverage
14 equivalent to that required under
15 Section 21.1.

16 21.3.3 If Seller ceases to self-insure to the
17 level required hereunder, or if Seller
18 is unable to provide continuing evidence
19 of Seller's ability to self-insure,
20 Seller shall immediately obtain the
21 coverage required under Section 21.1.

22 22. UNCONTROLLABLE FORCE

23 Neither Party shall be considered to be in default with
24 respect to any obligation hereunder, other than the obliga-
25 tions to pay money, if prevented from fulfilling such
26 obligation by reason of an uncontrollable force. The term
27 "uncontrollable force" means unforeseeable causes, other
28 than Forced Outages, beyond the reasonable control of and

1 without the fault or negligence of the Party claiming
2 uncontrollable force, including but not limited to, acts of
3 God, labor disputes, sudden actions of the elements, actions
4 by any legislative, judicial or regulatory agency which
5 conflict with the terms of this Agreement, and actions by
6 federal, state, municipal or any other government agency.
7 Whichever Party is rendered unable to fulfill any obligation
8 by reason of uncontrollable force shall give prompt written
9 notice of such fact to the other Party and shall exercise
10 due diligence to remove such inability with all reasonable
11 dispatch. Nothing in this Agreement shall require a Party
12 to settle any strike or labor dispute in which it is in-
13 volved.

14 23. NON-WAIVER

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

24 24. SUCCESSORS & ASSIGNS

25 24.1 This Agreement shall be binding upon and
26 inure to the benefit of the respective successors and
27 assigns of the Parties.
28

1 24.2 Neither Party shall voluntarily assign its
2 rights nor delegate its duties under this Agreement, or any
3 part of such rights or duties, without the written consent
4 of the other Party, except in connection with the sale or
5 merger of a substantial portion of its properties. Any such
6 assignment or delegation made without such written consent
7 shall be null and void. Consent for assignment will not be
8 withheld unreasonably. Such assignment shall include,
9 unless otherwise specified therein, all of Seller's rights
10 to any refunds which might become due under this Agreement.

11 25. EFFECT OF SECTION HEADINGS

12 Section headings appearing in this Agreement are
13 inserted for convenience only, and shall not be construed as
14 interpretations of text.

15 26. GOVERNING LAW

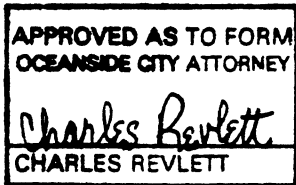
16 This Agreement shall be interpreted, governed, and
17 construed under the laws of the State of California as if
18 executed and to be performed wholly within the State of
19 California.


20 27. SEVERAL OBLIGATIONS


21 Except where specifically stated in this Agreement to
22 be otherwise, the duties, obligations and liabilities of the
23 Parties are intended to be several and not joint or collec-
24 tive. Nothing contained in this Agreement shall ever be
25 construed to create an association, trust, partnership, or
26 joint venture or impose a trust or partnership duty, obliga-
27 tion or liability on or with regard to either Party. Each
28

1 Party shall be individually and severally liable for its own
2 obligations under this Agreement.

3 IN WITNESS WHEREOF, the Parties have caused this
4 Agreement to be executed in their respective names, in
5 duplicate by their respective official representatives
6 hereunto this 29 day of AUGUST, 1985.

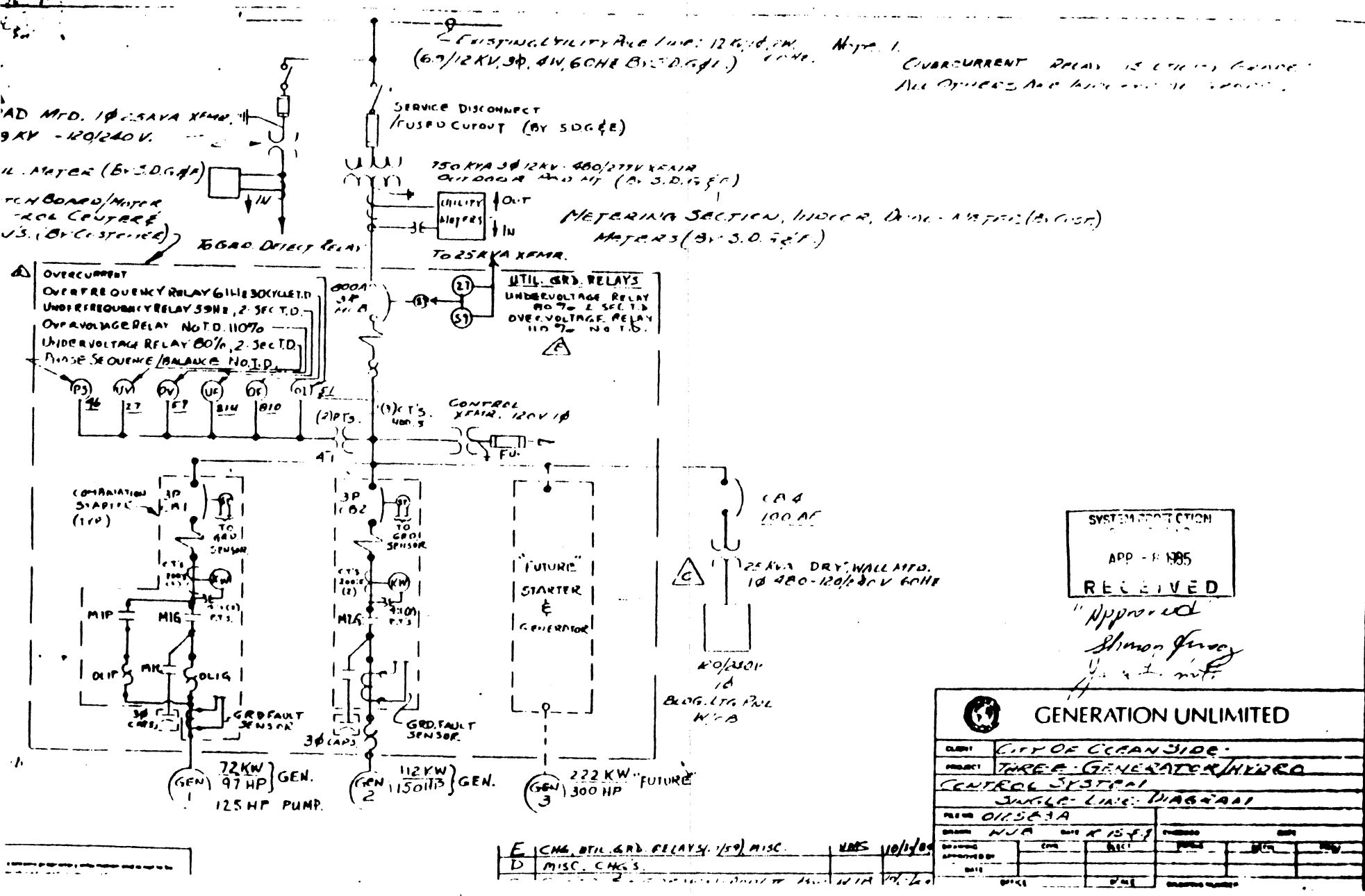


11 By 
[Signature]
12 City Manager
[Title]
13 City of Oceanside
[Seller]

14
15
16 By 
[Signature]
17 Vice President
[Title]

18 SAN DIEGO GAS & ELECTRIC COMPANY
19
20
21
22
23
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25
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28

EXHIBIT A



SYSTEM PROTECTION
APP - 1985
RECEIVED

Approved
Simon Finney

GENERATION UNLIMITED			
CLIENT	CITY OF CERRITOS		
PROJECT	THREE GENERATOR HYDRO CONTROL SYSTEM		
	SINGLE-LINE DIAGRAM		
FILE NO.	011563A		
DRAWN BY	DATE	PROJECT NO.	REV.
APPROVED BY	DATE	PROJECT NO.	REV.

E	CHG. UTIL. GRD. RELAYS 4/15/85	URS	10/1/85
D	MISC. CHG'S.		

EXHIBIT B

INTERCONNECTION EQUIPMENT LIST

<u>Quantity</u>	<u>Description</u>
1	C/T Kwhr Meter
1	TMR-82 Kwhr Meter
1	CL 200 Kwhr Meter
1	Polyphase Detent
3	800/5 600V Current Transformer
1	10 Blade Test Switch
1	Test Switch Cover

EXHIBIT C

San Diego Gas & Electric
Energy Payment Schedule for
As-Available Qualifying Facilities
Effective August 1, 1985 through October 31, 1985

Introduction

These prices are available to all Qualifying Facilities which deliver Energy to SDG&E in accordance with the terms of the As-Available Agreement.

Time periods are currently defined in accordance with the following table:

	<u>Summer</u> May 1 - September 30	<u>Winter</u> All Other
On-Peak	11 a.m. - 6 p.m. Weekdays	5 p.m. - 8 p.m. Weekdays
Semi-Peak	6 a.m. - 11 a.m. Weekdays 6 p.m. - 10 p.m. Weekdays	6 a.m. - 5 p.m. Weekdays 8 p.m. - 10 p.m. Weekdays
Off-Peak	10 p.m. - 6 a.m. Weekdays Plus Weekends & Holidays	10 p.m. - 6 a.m. Weekdays Plus Weekends & Holidays

All time periods listed are clock time.

The holidays specified are: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day as designated by California Law.

The time period definitions may be revised to comply with CPUC orders regarding billing hours.

The energy payments currently are calculated and published four times a year in accordance with the following table:

<u>Effective Date</u>	<u>Applicable Period</u>
February 1	February 1 - April 30
May 1	May 1 - July 31
August 1	August 1 - October 31
November 1	November 1 - January 31

EXHIBIT C

San Diego Gas & Electric
Energy Payment Schedule for
As-Available Qualifying Facilities
Effective August 1, 1985 through October 31, 1985

Payment will be made during the applicable months for which energy is delivered to SDG&E by the Qualifying Facility in accordance with the following table:

GENERATION VOLTAGE LEVEL

<u>Time Period</u>	<u>Purchase Price ¢/Kwhr</u>	
	<u>Winter</u>	<u>Summer</u>
On-Peak	5.53	5.64
Semi-Peak	5.39	5.39
Off-Peak	4.99	4.90

TRANSMISSION VOLTAGE LEVEL

<u>Time Period</u>	<u>Loss Factor</u>		<u>Purchase Price ¢/Kwhr</u>	
	<u>Winter</u>	<u>Summer</u>	<u>Winter</u>	<u>Summer</u>
On-Peak	1.0306	1.0313	5.70	5.81
Semi Peak	1.0282	1.0298	5.54	5.55
Off-Peak	1.0215	1.0214	5.10	5.00

PRIMARY AND SECONDARY VOLTAGE LEVELS

<u>Time Period</u>	<u>Loss Factor</u>		<u>Purchase Price ¢/Kwhr</u>	
	<u>Winter</u>	<u>Summer</u>	<u>Winter</u>	<u>Summer</u>
On-Peak	1.0734	1.0752	5.94	6.06
Semi-Peak	1.0675	1.0714	5.75	5.78
Off-Peak	1.0512	1.0511	5.25	5.15

EXHIBIT D
 San Diego Gas & Electric
 Capacity Payment Schedule
 for
 As-Available Qualifying Facilities
 Effective August 1, 1985 through October 31, 1985

Introduction

This Exhibit describes the terms and conditions under which SDG&E will pay Seller for capacity under the As-Available Agreement.

Time periods are currently defined in accordance with the following table.

	<u>Summer</u>	<u>Winter</u>
	<u>May 1 - September 30</u>	<u>All Other</u>
On-Peak	11 a.m. - 6 p.m. Weekdays	5 p.m. - 8 p.m. Weekdays
Semi-Peak	6 a.m. - 11 a.m. Weekdays 6 p.m. - 10 p.m. Weekdays	6 a.m. - 5 p.m. Weekdays 8 p.m. - 10 p.m. Weekdays
Off-Peak	10 p.m. - 6 a.m. Weekdays Plus Weekends & Holidays	10 p.m. - 6 a.m. Weekdays Plus Weekends & Holidays

All time periods listed are clock time.

The holidays specified are: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day as designated by California Law.

The time period definitions may be revised to conform with CPUC orders regarding billing hours.

EXHIBIT D

San Diego Gas & Electric
Capacity Payment Schedule
for
As-Available Qualifying Facilities
Effective August 1, 1985 through October 31, 1985

The Capacity payments will be made during the applicable months for which energy is delivered during time periods to SDG&E by the Qualifying Facility in accordance with the following table:

TRANSMISSION VOLTAGE LEVEL

<u>Time Period</u>	<u>Purchase Price ¢/Kwhr</u>	
	<u>Winter</u>	<u>Summer</u>
On-Peak	1.05	1.98
Semi-Peak	0.14	0.20
Off-Peak	0.00	0.00

PRIMARY AND SECONDARY VOLTAGE LEVEL

<u>Time Period</u>	<u>Purchase Price ¢/Kwhr</u>	
	<u>Winter</u>	<u>Summer</u>
On-Peak	1.09	2.07
Semi-Peak	0.15	0.21
Off-Peak	0.00	0.00