

225

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

STANDARD OFFER NO. 1

STANDARD OFFER FOR POWER PURCHASE
AND INTERCONNECTION WITH
AN AS-AVAILABLE QUALIFYING FACILITY
WITH
OLIVENHAIN MUNICIPAL WATER DISTRICT

Transaction No.: _____

TABLE OF CONTENTS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
1.	Parties	1.
2.	Agreement	1.
3.	Project Summary	1.
4.	Notices	4.
5.	Recitals	5.
6.	Definitions	5.
7.	Effective Date and Term	11.
8.	Purchase Price of Energy and Capacity	12.
9.	Method of Purchase and Sale	13.
10.	Electric Service to Seller	15.
11.	Seller's General Obligations	15.
12.	SDG&E's General Obligations	19.
13.	Interconnection Facilities	21.
14.	Cancellation Charges	25.
15.	Billing and Payment	26.
16.	Authorized Representatives	28.
17.	Metering of Energy Deliveries	28.
18.	Continuity of Service	29.
19.	Nondedication of Facilities	31.
20.	Liability	31.
21.	Insurance	31.
22.	Uncontrollable Force	34.
23.	Non-Waiver	35.
24.	Successors & Assigns	35.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
25.	Effect of Section Headings	36.
26.	Governing Law	36.
27.	Several Obligations	36.
	SIGNATURES	37.

EXHIBITS

- A - Plant Schematic and Interconnection Facilities
- B - Interconnection and Line Extension Facilities Equipment List
- C - SDG&E's Energy Payment Schedule For Qualifying Facilities
- D - SDG&E's Capacity Payment Schedule For As-Available Qualifying Facilities
- E - SDG&E's Electric Department Rule 21
- F - CPUC's Qualifying Facility Milestone (QFMP)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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): A .

3.3.2 Standby Service under SDG&E Rate
Schedule (Section 10.2):
 S .

3.3.3 Amount of Standby Service
(Section 10.2): 2 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 including all applicable
taxes (Section 13.3):
 \$9,264 .

3.4.2 The estimated cost of Line Extension
Facilities including all applicable
taxes (Section 13.4):
 \$86,749 .

3.4.3 Seller chooses to determine the cost
payable for both the SDG&E and Line
Extension Facilities as specified in

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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: 450 kw. Limiting Interconnection Equipment: 500 kva, 12,000/277/480v 3 Phase 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 5. RECITALS

2 5.1 This Agreement describes the conditions and
3 prices available to Seller for As-Available Energy and
4 Capacity sold and delivered to SDG&E from a Qualifying
5 Facility (see Definition below) as mandated by the Califor-
6 nia Public Utilities Commission (CPUC), the Federal Energy
7 Regulatory Commission (FERC) and the Public Utility Regula-
8 tory Policies Act of 1978.

9 5.2 Seller desires to construct, own, operate and
10 control a Qualifying Facility, generate electric energy, and
11 sell and deliver As-Available Energy and Capacity produced
12 by said facility to SDG&E.

13 5.3 SDG&E desires to purchase As-Available Energy
14 and Capacity made available to it from the Qualifying
15 Facility subject to the terms of this Agreement.

16 6. DEFINITIONS

17 6.1 Agreement: This Standard Offer for Power
18 Purchase and Interconnection with an As-Available Qualifying
19 Facility between SDG&E and Seller, including: Exhibit A -
20 Plant Schematic and Interconnection Facilities; Exhibit B -
21 Interconnection and Line Extension Facilities Equipment
22 List; Exhibit C - SDG&E's Energy Payment Schedule for
23 As-Available Qualifying Facilities; Exhibit D - SDG&E's
24 Capacity Payment Schedule for As-Available Qualifying
25 Facilities; and Exhibit E - SDG&E's Electric Department Rule
26 21; and Exhibit F - CPUC's Qualifying Facility Milestone
27
28

1 Procedure attached hereto and incorporated herein by refer-
2 ence.

3 6.2 As-Available Energy/Capacity: Electricity
4 provided by a Qualifying Facility to a utility as it becomes
5 available, rather than at prearranged times and in prear-
6 ranged quantities.

7 6.3 Authorized Representatives: An employee of
8 the Party designated in writing to the other Party to serve
9 as primary contact for and represent such Party in the
10 implementation and administration of this Agreement.

11 6.4 Bill: A written statement setting forth
12 charges and requiring payment for electrical service, gas
13 service, or both, as more fully discussed in SDG&E's Rules
14 of Service.

15 6.5 Capacity Payment Schedule: SDG&E's schedule
16 of time-differentiated prices and conditions for purchase of
17 capacity from As-Available Qualifying Facilities, as updated
18 from time-to-time. The capacity prices contained therein
19 will be derived from SDG&E's full avoided cost, as approved
20 by the CPUC, throughout the life of the Agreement. SDG&E's
21 current Capacity Payment Schedule is attached as Exhibit D.

22 6.6 Cogeneration Facility: A facility which
23 produces electric energy and steam or forms of useful
24 thermal energy (such as heat), which are used for industri-
25 al, commercial, heating, or cooling purposes, as defined in
26 Title 18 Code of Federal Regulations (CFR), Part 292, as of
27 the effective date of this Agreement.
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

6.8 Energy: Electric energy expressed in kilowatt-hours generated by the Plant, delivered and sold to SDG&E.

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

6.10 FERC: The Federal Energy Regulatory Commission or any successor agency having a similar function.

6.11 Force Majeure - Any occurrence, other than Forced Outages, beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure which causes the Party to be unable, to perform its obligations and which the Party is unable to overcome by the exercise of due diligence including, but not limited to, acts of God, labor disputes, sudden actions of the elements, actions or inactions by federal, state, and municipal agencies, and actions or inactions of legislative, judicial, or regulatory agencies which would preclude compliance with the terms of this Agreement.

1 6.12 Forced Outage: Any Plant outage resulting
2 from a design defect, inadequate construction, operator
3 error or a breakdown of the mechanical or electrical equip-
4 ment that fully or partially curtails the electrical output
5 of the Plant.

6 6.13 Interconnection Facilities: Facilities and
7 devices which are required for the proper and safe operation
8 of the Plant in parallel with SDG&E's electric system and
9 which are either owned by Seller or are SDG&E Facilities,
10 all as described in Section 13, and generally shown on
11 Exhibits A and B.

12 6.14 Line Extension Facilities: All facilities,
13 excluding the Interconnection Facilities, as generally shown
14 on Exhibit B and as determined by SDG&E to be necessary to
15 connect SDG&E's existing system to the Point of Delivery in
16 order to accept the output of the Plant.

17 6.15 Meters: Any meter installed as part of the
18 Interconnection Facilities to measure the amount of As-
19 Available Energy and Capacity delivered to SDG&E.

20 6.16 Minimum Load Condition: A situation when
21 SDG&E's electric system load minus the margin required for
22 regulation of its generation resources is equal to or less
23 than the sum of (1) the minimum electrical output of gen-
24 erating units committed for system security; (2) the elec-
25 trical output associated with firm purchases which SDG&E is
26 obligated to accept due to contractual terms or penalties;
27 and (3) the output of Qualifying Facilities providing
28 electricity to SDG&E.

1 6.17 O&M Charge: An amount paid monthly by Seller
2 to SDG&E to cover the operation and maintenance of the Line
3 Extension and SDG&E Facilities.

4 6.18 Operation Date: The day upon which the Plant
5 is deemed, by both Parties, to be capable of reliable
6 delivery of Energy.

7 6.19 Plant: The Cogeneration Facility or Small
8 Power Production Facility controlled by Seller including the
9 generator with all associated equipment and improvements
10 necessary for generating electric Energy.

11 6.20 Point of Delivery: The point shown on
12 Exhibit A where delivery of As-Available Energy and Capacity
13 shall take place.

14 6.21 Qualifying Facility Milestone Procedure
15 ("QFMP"): A statewide procedure for prioritizing access
16 among Qualifying Facilities for limited line capacity as
17 adopted by the CPUC, attached hereto as Exhibit F and
18 incorporated herein by reference.

19 6.22 Qualifying Facility: A Cogeneration Facility
20 or a Small Power Production Facility as defined in Section
21 6.6 and 6.22, respectively.

22 6.23 SDG&E Facilities: Facilities owned by SDG&E
23 for the proper parallel operation of the Plant with SDG&E's
24 system. These facilities will include, but not be limited
25 to: connection, transformation, switching, metering, safety
26 equipment and any necessary additions and/or reinforcements
27 required and added by SDG&E to SDG&E's system, excluding any
28 Line Extension Facilities.

1 6.24 Small Power Production Facility: A facility
2 which produces electric energy solely by the use, as a
3 primary energy source, of biomass, waste, renewable resourc-
4 es, or any combination thereof, as defined in Title 18 Code
5 of Federal Regulations, Part 292, as of the effective date
6 of this Agreement.

7 6.25 Station Load: Load specifically related to
8 the operation of the generation auxiliary equipment. Such
9 auxiliary equipment includes, but is not necessarily limited
10 to, forced and induced draft fans, cooling towers, boiler
11 feed pumps, lubricating oil systems, plant lighting, fuel
12 handling systems, control systems, and sump pumps.

13 6.26 Statement: A written statement setting forth
14 amounts of As-Available Energy and Capacity delivered and
15 sold to SDG&E and amounts due to Seller for such
16 As-Available Energy and Capacity, as more fully described in
17 Section 15.

18 6.27 System Emergency: A condition on SDG&E's
19 system which is likely to result in imminent significant
20 disruption of service to customers, or is likely to endanger
21 life or property.

22 6.28 Surplus Energy: The total output of the
23 Plant, less Station Load and other load requirements of the
24 Seller, that the Seller actually delivers to the Point of
25 Delivery from the Plant's generation facilities.

26 6.29 Willful Action:

27 6.29.1 Action taken or not taken by a Party at
28

1 the direction of its directors, officers or supervisory
2 employees affecting its performance under this Agreement,
3 which action is knowingly or intentionally directed by such
4 directors, officers or supervisory employees with conscious
5 indifference to the injurious consequences thereof, or with
6 intent that injury or damage would result or would probably
7 result therefrom. Willful Action does not include any act
8 or failure to act which is merely involuntary, accidental,
9 or negligent.

10 6.29.2 Action taken or not taken by a Party at
11 the direction of its directors, officers or supervisory
12 employees affecting its performance under this Agreement,
13 which action has been determined by arbitration award or
14 final judgment or judicial decree to be a contract breach
15 under this Agreement and which occurs or continues beyond
16 the time specified in such arbitration award or judgment or
17 judicial decree for curing such default, or, if no time to
18 cure is specified therein, occurs or continues thereafter
19 beyond a reasonable time to cure such default.

20 6.29.3 Action taken or not taken by a Party at
21 the direction of its directors, officers of supervisory
22 employees affecting its performance under this Agreement,
23 which action is knowingly or intentionally directed by such
24 directors, officers or supervisory employees with the
25 knowledge that such action taken or not taken is a contract
26 breach under this Agreement.

27 7. EFFECTIVE DATE AND TERM

28 7.1 This Agreement shall be binding upon

1 execution and shall remain in effect until terminated by the
2 Seller subject to successful completion of the requirements
3 of the QFMP. Seller shall be entitled to terminate this
4 Agreement at any time upon giving 30 days advance written
5 notice to SDG&E.

6 7.2 Seller shall begin construction of the Plant
7 on or before the date specified in Section 3.1.5.

8 7.3 The scheduled Operation Date of the Plant is
9 as specified in Section 3.1.5. At the end of each calendar
10 quarter, Seller shall give written notice to SDG&E of any
11 change in the scheduled Operation Date. This Agreement
12 shall terminate if the actual Operation Date does not occur
13 within five years (5) of the effective date of this Agree-
14 ment.

15 8. PURCHASE PRICE OF ENERGY AND CAPACITY

16 8.1 Seller shall sell and deliver, and SDG&E
17 shall purchase and accept, Energy produced from the Plant
18 for the term of this Agreement, according to SDG&E's Energy
19 Payment Schedule, as updated from time-to-time. SDG&E's
20 current Energy Payment Schedule is attached as Exhibit C.

21 8.2 Seller shall sell and deliver and SDG&E shall
22 purchase and accept As-Available Capacity as delivered in
23 accordance with SDG&E's Capacity Payment Schedule for
24 As-Available Qualifying Facilities as updated from time-to-
25 time. SDG&E's current Capacity Payment Schedule is attached
26 as Exhibit D.

27 8.3 If Seller selects a metering location on
28 Seller's side of the Interconnection Facilities the power

1 recorded as delivered to SDG&E shall be adjusted by applying
2 the transformer loss compensation factor specified in
3 Section 3.5 to derive the amount of energy and capacity
4 deemed delivered. The transformer loss compensation factor
5 shall be as agreed to by the parties or at Seller's elec-
6 tion, shall be calculated based on the measured value of
7 transformer losses from the transformer to be used. If
8 Seller chooses this latter option, Seller shall pay SDG&E
9 for the cost of determining this measured value.

10 9. METHOD OF PURCHASE AND SALE

11 9.1 All Energy delivered to SDG&E at the Point of
12 Delivery and registered by the Meters located thereat shall
13 be provided according to the option described below and
14 selected in Section 3.2.

15 9.1.1 Simultaneous Purchase And Sale

16 Seller shall sell and deliver to SDG&E
17 the total Plant output, minus Station
18 Load, to the Point of Delivery. Seller
19 shall purchase from SDG&E all energy
20 used by Seller for its own consumption.

21 9.1.2 Sale Of Surplus Energy

22 Seller shall sell and deliver to SDG&E
23 at the Point of Delivery any Surplus
24 Energy generated by the Plant. Seller
25 shall purchase from SDG&E any additional
26 energy required for Seller's own con-
27 sumption.
28

1 9.2 All Energy delivered to SDG&E by Seller shall
2 be metered according to time-of-use metering at Seller's
3 expense.

4 9.3 Seller shall have the ability to convert
5 between the options specified in Section 9.1 provided that
6 the Seller gives SDG&E a minimum of sixty (60) days advance
7 written notice prior to the desired date of such conversion.
8 Seller may not convert more than once in any 12 month
9 period. Any and all costs incurred by SDG&E as a result of
10 any such conversion shall be paid by the Seller within
11 thirty (30) days of receipt of notice from SDG&E of the
12 amount of such costs. In addition, the cost of SDG&E
13 Facilities and Line Extension Facilities upon which the
14 monthly O&M charge is based shall be adjusted to reflect
15 the costs of such conversion. SDG&E shall not be required
16 to remove or reserve capacity of the Interconnection Facili-
17 ties or Line Extension Facilities made idle by Seller's
18 energy sale conversion except as provided in SDG&E's Elec-
19 tric Department Rule 21 and may use such facilities at any
20 time to serve other customers or to interconnect with other
21 electric power sources as provided in SDG&E's Electric
22 Department Rule 21.

23 9.4 SDG&E shall process a request by Seller to
24 convert between the Options specified in Section 9.1 and
25 institute any changes made necessary by such request as
26 expeditiously as possible given SDG&E's other resource
27 commitments. The conversion shall be effective on the date
28

1 SDG&E notifies Seller that all changes necessary to accommo-
2 date such conversion have been completed.

3 10. ELECTRIC SERVICE TO SELLER

4 10.1 SDG&E will provide electric service to Seller
5 pursuant to SDG&E's Rate Schedule specified in Section
6 3.3.1, if applicable, or any revision or replacement there-
7 of. Said schedules shall be subject to SDG&E's Rules for
8 Electric Service, as may be revised from time-to-time, which
9 are incorporated by this reference as though fully set forth
10 herein.

11 10.2 SDG&E will provide standby service to Seller
12 in accordance with SDG&E's Rate Schedule specified in
13 Section 3.3.2, if applicable, in an amount as specified in
14 Section 3.3.3.

15 11. SELLER'S GENERAL OBLIGATIONS

16 Seller shall:

17 11.1 Design, own, construct, operate and maintain
18 the Plant provided that SDG&E shall have the right to
19 require modifications to such design as provided in Section
20 12.2.

21 11.2 Operate and maintain the Plant in accordance
22 with prudent electrical practices. If a condition is
23 created by Seller which may unreasonably interfere with the
24 reliability or safety of operation of the Plant or the SDG&E
25 system, the Seller shall correct or eliminate such condition
26 with reasonable diligence.

27 11.3 Notify SDG&E's Authorized Representative (i)
28 by January 1, May 1 and September 1 of each year, of the

1 estimated scheduled maintenance and estimated daily As-
2 Available Energy and Capacity for the succeeding four months
3 and (ii) by September 1 of each year, of the estimated
4 scheduled maintenance and estimated daily As-Available
5 Energy and Capacity for the following year.

6 11.4 Place its main disconnect switch under the
7 control of both SDG&E and Seller by (i) allowing SDG&E to
8 add its lock to Seller's lock on the switch door, (ii)
9 allowing SDG&E to stencil its markings on the switch door
10 and (iii) allowing SDG&E 24-hour access to the switch.
11 Switch operation shall be reserved exclusively for SDG&E and
12 Seller personnel, and each Party will be able to lock out
13 the switch. Switch maintenance shall be performed by
14 Seller's personnel.

15 11.5 Provide SDG&E by means of a separate, written
16 instrument, any rights-of-way and access required for
17 construction, operation, maintenance, inspection and testing
18 of Interconnection Facilities and testing and reading of
19 Meters, and operating of Seller's main disconnection switch.

20 11.6 Maintain proper daily Plant operating
21 records, including, but not limited to fuel consumption,
22 cogeneration fuel efficiency, kilowatts, kilovars and
23 kilowatt-hours generated and maintenance performed, and make
24 such records as are reasonably needed by SDG&E to implement
25 this Agreement available to SDG&E during normal business
26 hours upon request.

27 11.7 Provide to SDG&E Plant electrical design and
28 Interconnection Facilities design drawings for its review

1 prior to finalizing Plant design and before beginning
2 construction work based on such drawings. SDG&E may require
3 modification of such design as provided in Section 12.2.

4 11.8 Provide to SDG&E reasonable advance written
5 notice of any changes in the Plant or Interconnection
6 Facilities and provide to SDG&E design drawings of any such
7 changes for its review and approval as provided in Section
8 12.2.

9 11.9 Test its Interconnection Facilities at least
10 every 12 months, by qualified personnel, notify SDG&E at
11 least 72 hours in advance of such tests and permit SDG&E to
12 have a representative present at such tests.

13 11.10 Design and operate the Plant to limit the
14 adverse effects of reactive power flow on the utility
15 system. Seller shall operate the Plant in a manner to
16 satisfy the reactive power requirement of Seller's load
17 within the limits of the Plant's capability as set forth in
18 SDG&E's Electric Department Rule 21.

19 11.11 Notify SDG&E of the Plant start-up date at
20 least forty-five (45) days prior to such date. SDG&E shall
21 inspect the Interconnection Facilities within thirty (30)
22 days of receipt of such notice. If SDG&E concludes in good
23 faith that the Interconnection Facilities are for any reason
24 unacceptable, SDG&E will notify to Seller in writing within
25 five (5) days of completion of the inspection, stating the
26 reasons for its determination. Seller shall correct any
27 deficiencies noted by SDG&E and shall provide SDG&E with the
28

1 further right to inspect in accordance with the guidelines
2 set forth above.

3 11.12 Notify SDG&E at least fourteen (14) calendar
4 days prior to: (i) the initial energizing of the Point of
5 Interconnection; (ii) the initial parallel operation of each
6 of Seller's generators; and (iii) the initial testing of
7 Seller's protective apparatus. SDG&E shall have the right
8 to have a representative present at such times.

9 11.13 Reimburse SDG&E for the cost of acquiring any
10 property rights which are determined by SDG&E to be required
11 pursuant to this Agreement.

12 11.14 Be liable to SDG&E for any loss of whatever
13 kind which SDG&E incurs as a result of (i) Seller's failure
14 to obtain or maintain any necessary permit or approval,
15 including completion of required environmental studies,
16 necessary for the construction, operation and maintenance of
17 the Plant, and (ii) Seller's failure to comply with neces-
18 sary permits and approvals or with any applicable law.

19 11.15 As of the Operation Date of the Plant and
20 throughout the term of this Agreement, maintain and operate
21 the Plant to assure that the Plant meets the requirements of
22 a Qualifying Facility established as of the effective date
23 of this Agreement. Seller warrants that the Plant will meet
24 the requirements of a Qualifying Facility as defined herein
25 from the date of first power delivery throughout the term of
26 this Agreement.

27 11.16 Comply with the requirements of and design
28 the Plant consistently with SDG&E Electric Department Rule

1 21 as attached hereto as Exhibit E; provided, however, that
2 the charge for operation and maintenance of Line Extension
3 and Interconnection Facilities specified in Rule 21 is
4 subject to revision from time-to-time as authorized by the
5 CPUC.

6 11.17 Comply with the requirements of the QFMP as
7 attached hereto as Exhibit F. Seller understands its
8 obligations under the QFMP and the consequences under the
9 QFMP if Seller fails to meet any one or more of the perfor-
10 mance obligations ("milestones") in the QFMP. Failure to
11 meet any milestone may result in termination of this Agree-
12 ment for the reasons set forth in the QFMP.

13 12. SDG&E'S GENERAL OBLIGATIONS

14 SDG&E shall:

15 12.1 Operate and maintain its electrical facili-
16 ties in accordance with applicable generally accepted
17 practices in the electric utility industry.

18 12.2 Have the right to review all Plant and
19 Interconnection Facilities specifications and designs
20 submitted by Seller. SDG&E may require modifications to
21 such specifications and designs as it deems necessary to
22 allow SDG&E to operate its system safely and reliably.
23 SDG&E shall notify Seller in writing of the results of the
24 review of the specifications and designs of the Interconnec-
25 tion Facilities submitted by Seller, within thirty (30) days
26 of receipt of such specifications and designs by SDG&E.
27 SDG&E shall include its notification to Seller any flaws
28 perceived by SDG&E in its review of the material submitted

1 by the Seller. SDG&E's review of Seller's specifications and
2 designs shall not be construed as confirming or endorsing
3 the design or as any warranty of safety, durability or
4 reliability of the Plant or any of the equipment or the
5 technical or economic feasibility of the Plant. SDG&E shall
6 not, by reason of such review or failure to review, be
7 responsible for strength, details of design, adequacy or
8 capacity of the Plant or equipment, nor shall SDG&E's
9 acceptance of such specifications or designs be deemed to be
10 an endorsement of any facility or equipment. Notwithstand-
11 ing anything in this Agreement to the contrary, SDG&E shall
12 not be liable to Seller and Seller shall indemnify and hold
13 SDG&E harmless from any claim, cost, loss, damage or liabil-
14 ity, including attorney's fees and interest, in connection
15 with SDG&E's exercising its rights under this Section 12.2.

16 12.3 Make such SDG&E Facilities' records available
17 to Seller upon request as are needed by Seller to implement
18 this Agreement.

19 12.4 Make available to Seller any data filed in
20 accordance with CPUC Decision No. 83-10-093, Ordering
21 Paragraph 5f, as specifically requested by Seller.

22 12.5 Make available SDG&E Electric Department
23 rules and other existing publications governing interconnec-
24 tion, at Seller's request.

25 12.6 Comply with the requirements of the QFMP as
26 attached hereto as Exhibit F and as may be modified in the
27 last two quarterly reviews described in Section 6.21.
28

1 13. INTERCONNECTION FACILITIES

2 13.1 Seller shall own and shall be solely respon-
3 sible for the design, purchase, installation, operation and
4 maintenance of those Interconnection Facilities necessary to
5 protect SDG&E's system, employees and customers from damage
6 or injury arising out of or connected with the operation of
7 the Plant.

8 13.2 SDG&E shall design, own, operate and maintain
9 the SDG&E Facilities and Line Extension Facilities required
10 to connect the Seller's Plant to SDG&E's electric system as
11 set forth in Exhibit B of this Agreement. Exhibit B shall
12 be modified as necessary to accommodate interconnection to
13 Seller. SDG&E shall construct and install the Facilities so
14 designated in Exhibit B. Seller shall construct and install
15 and, after installation, transfer title to SDG&E free of all
16 liens, the Facilities so designated in Exhibit B, in accor-
17 dance with SDG&E's Electric Department Rule 21.

18 13.3 Seller shall reimburse SDG&E for all costs
19 incurred by SDG&E including all applicable taxes associated
20 with the purchase, installation and inspection of SDG&E
21 Facilities according to one of the following options:

22 13.3.1 Option 1 - Advance Payment

23 13.3.2 Option 2 - Financed Payment

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

27 13.4 Seller shall reimburse SDG&E for all costs
28 incurred by SDG&E including all applicable taxes associated

1 with the purchase, installation and inspection of any Line
2 Extension Facilities according to the method set forth in
3 SDG&E's Electric Department Rule 21. The estimated cost of
4 the Line Extension Facilities is as specified in Section
5 3.4.2.

6 13.5 Interconnection Priority

7 13.5.1 To accommodate power deliveries from
8 Seller's Plant under this Agreement, SDG&E shall allocate to
9 Seller existing available SDG&E line capacity and a priority
10 for said line capacity in accordance with the terms of this
11 Agreement, SDG&E's Electric Department Rule 21, and the CPUC
12 Qualifying Facility Milestone Procedure ("QFMP"), attached
13 as Exhibit F, as in effect of the earlier of (i) the effec-
14 tive date of this Agreement, and (ii) the date that inter-
15 connection priority is established. Seller acknowledges
16 that it has read SDG&E's Electric Department Rule 21 and the
17 QFMP and understands Seller's obligations under the QFMP and
18 the consequences if Seller fails to meet any one or more of
19 the performance obligations ("milestones") in the QFMP. The
20 amount of line capacity allocated in accordance with the
21 QFMP shall be the lesser of the Nameplate Rating of the
22 Plant as specified in Section 3.1.1 or the Maximum Capacity
23 of the Interconnection Facilities as specified in Section
24 3.4.4.

25 13.5.2 Seller shall comply with the milestone
26 requirements of the QFMP. As part of these requirements,
27 Seller shall commence construction of the Plant on or before
28 the date as specified in Section 3.1.5. Should Seller fail

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

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

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

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

1 bill or reimburse Seller for the differ-
2 ence between the actual and estimated
3 costs according to the procedures
4 specified in SDG&E's Electric Department
5 Rule 21.

6 Binding Estimate:

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

21 13.7 The Parties recognize that from time-to-time
22 certain improvements, additions or other changes in the
23 Interconnection Facilities may be required for the proper
24 and safe operation of the Plant in parallel with SDG&E's
25 system. SDG&E shall have the right to make such changes or
26 require Seller to make such changes, whichever is appropri-
27 ate, upon reasonable advance written notice to Seller.
28 SDG&E shall not relocate the Point of Delivery or the
Interconnection Facilities without the prior written consent

1 of Seller, which consent shall not be unreasonably withheld
2 or delayed provided however that if Seller does not consent,
3 Seller may not continue parallel operation of the Plant with
4 the SDG&E system until such time as mutual agreement is
5 reached among the parties. Seller shall, through the option
6 chosen in Section 3.4, reimburse SDG&E for all costs in-
7 curred by SDG&E for any additions or changes in the SDG&E
8 Facilities to the extent appropriate under SDG&E's Electric
9 Department Rule 21, and the cost of SDG&E Facilities upon
10 which the O&M Charge is based shall be adjusted to reflect
11 the costs of such changes.

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

21 14. CANCELLATION CHARGES

22 Seller shall be responsible for the reimbursement to
23 SDG&E of any and all cancellation charges incurred as a
24 result of SDG&E cancelling order(s) for equipment necessary
25 for the interconnection between SDG&E and Seller, provided:
26 (1) that said charges be due to Seller's cancellation or
27 modification of the Plant; (2) that Seller has notified
28 SDG&E that it may begin to order equipment in connection

1 with the Plant and (3) SDG&E will not commence any construc-
2 tion or ordering of equipment until such notice as stated in
3 item (2) is received by SDG&E in writing. Any delays to
4 Seller caused by the failure of Seller to provide such
5 notice will be the sole responsibility of Seller. Seller
6 shall pay SDG&E within thirty (30) days after receipt of
7 notice for said charges. Nothing in this Section is intend-
8 ed to relieve Seller of its obligations under this Agree-
9 ment.

10 15. BILLING AND PAYMENT

11 15.1 SDG&E shall read all Meter(s) monthly accord-
12 ing to its regular meter reading schedule beginning no more
13 than thirty (30) days after the date that As-Available
14 Energy and Capacity are first delivered to SDG&E. SDG&E
15 shall mail to Seller not later than thirty (30) days after
16 the end of each monthly billing period (i) a Statement
17 showing the As-Available Energy and Capacity delivered to
18 SDG&E during on-peak, semi-peak, and off-peak periods during
19 the monthly billing period, (ii) SDG&E's computation of the
20 amount due Seller, and (iii) SDG&E's check in payment of
21 said amount. If within thirty (30) days of receipt of the
22 Statement Seller does not make a report in writing to SDG&E
23 of an error, Seller shall be deemed to have waived any error
24 in SDG&E's Statement, computation, and payment, and they
25 shall be considered correct and complete. SDG&E reserves
26 the right to provide such Statement concurrently with any
27 Bill to Seller for electric or gas service provided by SDG&E
28 to Seller and to credit such Bill with the value of SDG&E's

1 purchase of As-Available Energy and Capacity. Seller shall
2 pay any amount owing for electric and gas service provided
3 by SDG&E to Seller in accordance with applicable Rules of
4 Service.

5 15.2 Seller shall pay SDG&E (i) the installed cost
6 of SDG&E Facilities (to the extent appropriate) pursuant to
7 Option 1 of Sections 3.4 and 13.3 of this Agreement and the
8 installed cost of any Line Extension Facilities, (ii) a
9 monthly payment for specified SDG&E Facilities, if appropri-
10 ate, pursuant to Option 2 of Sections 3.4 and 13.3 of this
11 Agreement, (iii) a monthly O&M Charge for Line Extension
12 Facilities and SDG&E Facilities, pursuant to SDG&E Electric
13 Department Rule 21, and (iv) a monthly charge to reimburse
14 SDG&E for leased communication facilities when required by
15 SDG&E for telemetering the Plant output. Seller shall pay
16 SDG&E for such charges within thirty (30) days of the
17 receipt of a bill for any such charges.

18 15.3 If either Party disputes a Statement, payment
19 shall be made as if no dispute existed, pending resolution
20 of the dispute by the Authorized Representatives. If the
21 Statement is determined to be in error, the amount deter-
22 mined to be in error shall be refunded by the Party owing,
23 with monthly interest at a rate equal to that applied to
24 SDG&E's Energy Cost Adjustment Clause pursuant to Section
25 9.(i).(4) of SDG&E's Electric Department Preliminary State-
26 ment, or successor CPUC approved interest rate.
27
28

1 15.4 If either Party disputes a Bill, such dispute
2 shall be resolved in accordance with SDG&E's applicable
3 Rules of Service.

4 16. AUTHORIZED REPRESENTATIVE

5 16.1 Within thirty (30) days after the date of
6 execution of this Agreement, each Party shall designate in
7 writing to the other Party an Authorized Representative to
8 serve as primary contact for, and person to represent, such
9 Party in the implementation and administration of this
10 Agreement.

11 16.2 The Authorized Representative shall have no
12 authority to modify any of the provisions of this Agreement.

13 17. METERING OF ENERGY DELIVERIES

14 17.1 Metering for electric service to Seller and
15 for Energy purchases by SDG&E shall be at the Point of
16 Delivery as shown in Exhibit A. Metering will be installed
17 which will measure and record flows in each direction. All
18 the meters and equipment used for measuring power delivered
19 to SDG&E shall be located on the side of the Interconnection
20 Facilities selected by Seller and as shown on Exhibit A and
21 selected in Section 3.5. If metering is on the Seller's
22 side of the Interconnection Facilities a transformer loss
23 compensation factor shall also be specified (see Section
24 8.3).

25 17.2 All Meters shall be sealed and the seal shall
26 be broken only by SDG&E, upon occasions when the Meters are
27 to be inspected, tested or adjusted.

28

1 17.3 SDG&E shall inspect and test all Meters upon
2 their installation and on its regular testing schedule. If
3 requested to do so by Seller, SDG&E shall inspect or test a
4 Meter, but the expense of such inspection or test shall be
5 paid by Seller unless the Meter is found not to comply with
6 the accuracy specifications found in SDG&E's Electric
7 Department Rule 18, or any superseding standard.

8 17.4 If a Meter is in error, Section B of SDG&E's
9 Electric Department Rule 18, or any superseding standard,
10 shall be applied.

11 17.5 Seller shall report the hourly and daily
12 Energy recordings to SDG&E periodically as agreed upon by
13 the Authorized Representatives. Where the Plant's rated
14 capacity is greater than 2 MW, the Plant's output shall be
15 telemetered to SDG&E's Mission Control Center as specified
16 in SDG&E's Electric Department Rule 21.

17 18. CONTINUITY OF SERVICE

18 18.1 SDG&E shall not be obligated to accept or pay
19 for, and SDG&E may require Seller to temporarily curtail,
20 interrupt or reduce deliveries of As-Available Energy and
21 Capacity upon advance notice to Seller, in order for SDG&E
22 to construct, install, maintain, repair, replace, remove,
23 investigate or inspect any of its equipment or any part of
24 its system, or if SDG&E determines that such curtailment,
25 interruption or reduction is necessary because of a System
26 Emergency, forced outage, operating conditions on its
27 system, or compliance with prudent electrical practices,
28 provided that SDG&E shall not interrupt deliveries pursuant

1 to this section solely in order to take advantage, or to
2 make purchases, of less expensive energy elsewhere.

3 18.2 SDG&E shall not be obligated to accept or pay
4 for, and may require Seller, with a Qualifying Facility with
5 a nameplate rating of one megawatt or greater, to tempo-
6 rarily curtail, interrupt or reduce deliveries of As-
7 Available Energy and Capacity during periods of Minimum Load
8 Conditions where such purchase results in "negative avoided
9 cost" to SDG&E, as such term is defined by the CPUC.

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

20 18.4 Whenever possible, SDG&E shall give Seller
21 reasonable advance notice of its intent to refuse to pur-
22 chase As-Available Energy and Capacity under this Section
23 18.

24 18.5 The Authorized Representatives will coordi-
25 nate temporary curtailment and interruption or reduction of
26 deliveries of As-Available Energy and Capacity required for
27 either Party to construct, install, maintain, repair,
28

1 replace, remove, investigate or inspect equipment in its
2 respective electric system.

3 19. NONDEDICATION OF FACILITIES

4 Seller does not hereby dedicate any part of the Plant
5 to serve SDG&E, its customers, or the public. SDG&E does
6 not hereby dedicate any part of its system or facilities to
7 serve or accept As-Available Energy and Capacity from Seller
8 to any greater extent than may be provided by law.

9 20. LIABILITY

10 20.1 Except in the case of Willful Action or sole
11 negligence, neither Party shall hold the other Party, its
12 officers, agents or employees liable for any loss, damage,
13 claim, cost, or expense for loss of or damage to property,
14 or injury or death of persons, which arises out of the other
15 Party's ownership, operation or maintenance of facilities on
16 its own side of the Point of Delivery.

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

27 21. INSURANCE

28 21.1 Seller, at its own expense, shall secure and

1 maintain in effect during the life of this Agreement the
2 following insurance as will protect Seller and SDG&E during
3 the performance of operation hereunder:

4 21.1.1 General Liability Insurance with a
5 combined single limit for bodily injury
6 and property damage of not less than (a)
7 \$1,000,000 each occurrence if the Plant
8 is 100 kW or greater; (b) \$500,000 each
9 occurrence if the Plant is between 20 kW
10 and 100 kW; and (c) \$100,000 each
11 occurrence if the Plant is 20 kW or
12 less. Such General Liability Insurance
13 shall include coverage for Premis-
14 es-Operations, Owners and Contractors
15 Protective, Products/Completed Opera-
16 tions Hazard, Explosion, Collapse,
17 Underground, Contractual Liability, and
18 Broad Form Property Damage including
19 Completed Operations.

20 21.1.2 The liability insurance specified in
21 Section 21.1.1 shall name SDG&E as
22 additional insured and shall contain a
23 severability of interest or cross-
24 liability clause. The requirement to
25 name SDG&E as additional insured shall
26 be waived if such requirement prevents
27 Seller from obtaining insurance as
28 specified herein.

1 21.2 Certificates of Insurance evidencing the
2 coverages and provision as required in Sections 21.1.1 and
3 21.1.2 above shall be furnished to SDG&E prior to intercon-
4 nected operation of the Plant and shall provide that written
5 notice be given to SDG&E at least thirty (30) days prior to
6 cancellation or reduction of any coverage. SDG&E shall have
7 the right, but not the obligation, to inspect the original
8 policies of such insurance. Seller will not be allowed to
9 commence interconnected operations unless evidence of
10 satisfactory insurance has been provided to SDG&E in a
11 timely manner.

12 21.3 SDG&E will allow Seller to self-insure in
13 lieu of compliance with the requirements of Section 21.1
14 under the following conditions:

15 21.3.1 Seller must be a governmental agency
16 with an established record of self-
17 insurance.

18 21.3.2 Seller must provide to SDG&E at least
19 thirty (30) days prior to the Operation
20 Date evidence of an acceptable plan to
21 self-insure to a level of coverage
22 equivalent to that required under
23 Section 21.1

24 21.3.3 If Seller ceases to self-insure to the
25 level required hereunder, or if Seller
26 is unable to provide continuing evidence
27 of Seller's ability to self-insure,
28

1 Seller shall immediately obtain the
2 coverage required under Section 21.1.

3 22. FORCE MAJEURE

4 22.1 If either Party because of Force Majeure is
5 rendered wholly or partly unable to perform its obligations
6 under this Agreement, that Party shall be excused from
7 whatever performance is affected by the Force Majeure to the
8 extent so affected, except as to obligations to pay money,
9 provided that:

10 (a) The non-performing Party, within two weeks after
11 the occurrence of the Force Majeure, gives the
12 other Party written notice describing the particu-
13 lars of the occurrence.

14 (b) The suspension of performance is of no greater
15 scope and of no longer duration than is required
16 by the Force Majeure.

17 (c) The non-performing Party uses its best efforts to
18 remedy its inability to perform.

19 22.2 When the non-performing Party is able to
20 resume performance of its obligations under this Agreement,
21 that Party shall give the other Party written notice to that
22 effect.

23 22.3 This subsection shall not require the settle-
24 ment of any strike, walkout, lockout or other labor dispute
25 on terms which, in the sole judgement of the Party involved
26
27
28

1 in the dispute, are contrary to its interest. It is under-
2 stood and agreed that the settlement of strikes, walkouts,
3 lockouts or other labor disputes shall be at the sole
4 discretion of the Party having the difficulty.

5 22.4 In the event a Party is unable to perform due
6 to legislative, judicial, or regulatory agency action, this
7 Agreement shall be renegotiated to comply with the legal
8 change which caused the non-performance.

9 23. NON-WAIVER

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

19 24. SUCCESSORS & ASSIGNS

20 24.1 This Agreement shall be binding upon and
21 inure to the benefit of the respective successors and
22 assigns of the Parties.

23 24.2 Neither Party shall voluntarily assign its
24 rights nor delegate its duties under this Agreement, or any
25 part of such rights or duties, without the written consent
26 of the other Party, except in connection with the sale or
27 merger of a substantial portion of its properties. Any such
28 assignment or delegation made without such written consent

1 shall be null and void. Consent for assignment will not be
2 withheld unreasonably. Such assignment shall include,
3 unless otherwise specified therein, all of Seller's rights
4 to any refunds which might become due under this Agreement.

5 25. EFFECT OF SECTION HEADINGS

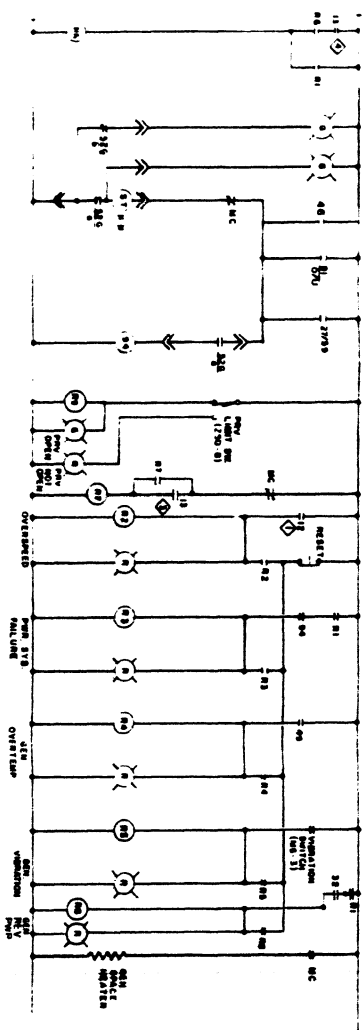
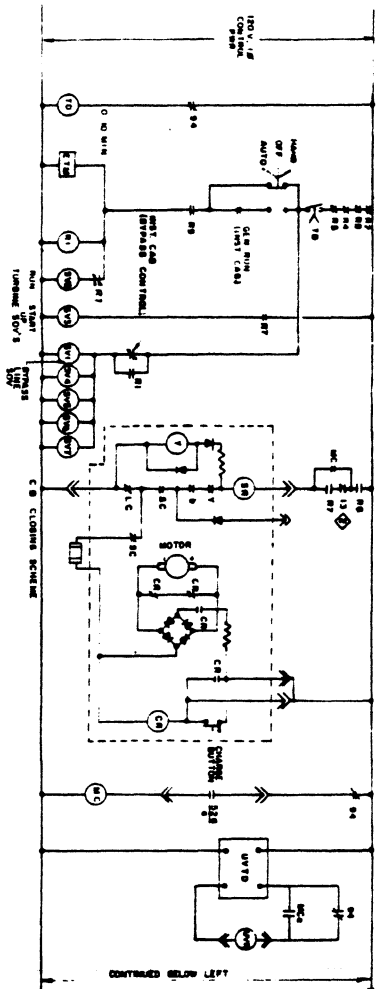
6 Section headings appearing in this Agreement are
7 inserted for convenience only, and shall not be construed as
8 interpretations of text.

9 26. GOVERNING LAW

10 This Agreement shall be interpreted, governed, and
11 construed under the laws of the State of California as if
12 executed and to be performed wholly within the State of
13 California.

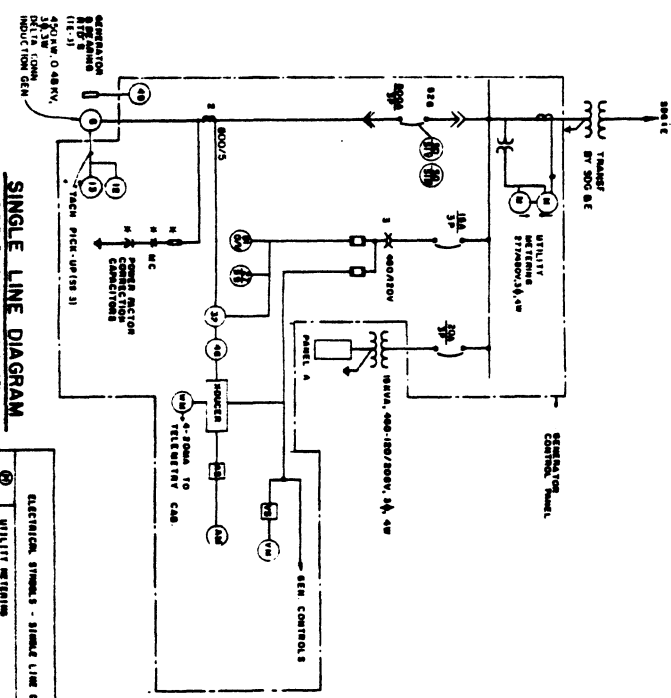
14 27. SEVERAL OBLIGATIONS

15 Except where specifically stated in this Agreement to
16 be otherwise, the duties, obligations and liabilities of the
17 Parties are intended to be several and not joint or collec-
18 tive. Nothing contained in this Agreement shall ever be
19 construed to create an association, trust, partnership, or
20 joint venture or impose a trust or partnership duty, obliga-
21 tion or liability on or with regard to either Party. Each
22 Party shall be individually and severally liable for its own
23 obligations under this Agreement.



SCHEMATIC DIAGRAM
 OF TOTAL SYSTEM TIME IN 40, 80, 120, 160, 200, 240, 280, 320, 360, 400, 440, 480, 520, 560, 600, 640, 680, 720, 760, 800, 840, 880, 920, 960, 1000, 1040, 1080, 1120, 1160, 1200, 1240, 1280, 1320, 1360, 1400, 1440, 1480, 1520, 1560, 1600, 1640, 1680, 1720, 1760, 1800, 1840, 1880, 1920, 1960, 2000, 2040, 2080, 2120, 2160, 2200, 2240, 2280, 2320, 2360, 2400, 2440, 2480, 2520, 2560, 2600, 2640, 2680, 2720, 2760, 2800, 2840, 2880, 2920, 2960, 3000, 3040, 3080, 3120, 3160, 3200, 3240, 3280, 3320, 3360, 3400, 3440, 3480, 3520, 3560, 3600, 3640, 3680, 3720, 3760, 3800, 3840, 3880, 3920, 3960, 4000, 4040, 4080, 4120, 4160, 4200, 4240, 4280, 4320, 4360, 4400, 4440, 4480, 4520, 4560, 4600, 4640, 4680, 4720, 4760, 4800, 4840, 4880, 4920, 4960, 5000, 5040, 5080, 5120, 5160, 5200, 5240, 5280, 5320, 5360, 5400, 5440, 5480, 5520, 5560, 5600, 5640, 5680, 5720, 5760, 5800, 5840, 5880, 5920, 5960, 6000, 6040, 6080, 6120, 6160, 6200, 6240, 6280, 6320, 6360, 6400, 6440, 6480, 6520, 6560, 6600, 6640, 6680, 6720, 6760, 6800, 6840, 6880, 6920, 6960, 7000, 7040, 7080, 7120, 7160, 7200, 7240, 7280, 7320, 7360, 7400, 7440, 7480, 7520, 7560, 7600, 7640, 7680, 7720, 7760, 7800, 7840, 7880, 7920, 7960, 8000, 8040, 8080, 8120, 8160, 8200, 8240, 8280, 8320, 8360, 8400, 8440, 8480, 8520, 8560, 8600, 8640, 8680, 8720, 8760, 8800, 8840, 8880, 8920, 8960, 9000, 9040, 9080, 9120, 9160, 9200, 9240, 9280, 9320, 9360, 9400, 9440, 9480, 9520, 9560, 9600, 9640, 9680, 9720, 9760, 9800, 9840, 9880, 9920, 9960, 10000.

- 1. INTERLOCKING SCHEMATIC
- 2. CLOSING SCHEMATIC
- 3. CLOSING SCHEMATIC
- 4. CLOSING SCHEMATIC
- 5. CLOSING SCHEMATIC
- 6. CLOSING SCHEMATIC
- 7. CLOSING SCHEMATIC
- 8. CLOSING SCHEMATIC
- 9. CLOSING SCHEMATIC
- 10. CLOSING SCHEMATIC
- 11. CLOSING SCHEMATIC
- 12. CLOSING SCHEMATIC
- 13. CLOSING SCHEMATIC
- 14. CLOSING SCHEMATIC
- 15. CLOSING SCHEMATIC
- 16. CLOSING SCHEMATIC
- 17. CLOSING SCHEMATIC
- 18. CLOSING SCHEMATIC
- 19. CLOSING SCHEMATIC
- 20. CLOSING SCHEMATIC
- 21. CLOSING SCHEMATIC
- 22. CLOSING SCHEMATIC
- 23. CLOSING SCHEMATIC
- 24. CLOSING SCHEMATIC
- 25. CLOSING SCHEMATIC
- 26. CLOSING SCHEMATIC
- 27. CLOSING SCHEMATIC
- 28. CLOSING SCHEMATIC
- 29. CLOSING SCHEMATIC
- 30. CLOSING SCHEMATIC
- 31. CLOSING SCHEMATIC
- 32. CLOSING SCHEMATIC
- 33. CLOSING SCHEMATIC
- 34. CLOSING SCHEMATIC
- 35. CLOSING SCHEMATIC
- 36. CLOSING SCHEMATIC
- 37. CLOSING SCHEMATIC
- 38. CLOSING SCHEMATIC
- 39. CLOSING SCHEMATIC
- 40. CLOSING SCHEMATIC
- 41. CLOSING SCHEMATIC
- 42. CLOSING SCHEMATIC
- 43. CLOSING SCHEMATIC
- 44. CLOSING SCHEMATIC
- 45. CLOSING SCHEMATIC
- 46. CLOSING SCHEMATIC
- 47. CLOSING SCHEMATIC
- 48. CLOSING SCHEMATIC
- 49. CLOSING SCHEMATIC
- 50. CLOSING SCHEMATIC
- 51. CLOSING SCHEMATIC
- 52. CLOSING SCHEMATIC
- 53. CLOSING SCHEMATIC
- 54. CLOSING SCHEMATIC
- 55. CLOSING SCHEMATIC
- 56. CLOSING SCHEMATIC
- 57. CLOSING SCHEMATIC
- 58. CLOSING SCHEMATIC
- 59. CLOSING SCHEMATIC
- 60. CLOSING SCHEMATIC
- 61. CLOSING SCHEMATIC
- 62. CLOSING SCHEMATIC
- 63. CLOSING SCHEMATIC
- 64. CLOSING SCHEMATIC
- 65. CLOSING SCHEMATIC
- 66. CLOSING SCHEMATIC
- 67. CLOSING SCHEMATIC
- 68. CLOSING SCHEMATIC
- 69. CLOSING SCHEMATIC
- 70. CLOSING SCHEMATIC
- 71. CLOSING SCHEMATIC
- 72. CLOSING SCHEMATIC
- 73. CLOSING SCHEMATIC
- 74. CLOSING SCHEMATIC
- 75. CLOSING SCHEMATIC
- 76. CLOSING SCHEMATIC
- 77. CLOSING SCHEMATIC
- 78. CLOSING SCHEMATIC
- 79. CLOSING SCHEMATIC
- 80. CLOSING SCHEMATIC
- 81. CLOSING SCHEMATIC
- 82. CLOSING SCHEMATIC
- 83. CLOSING SCHEMATIC
- 84. CLOSING SCHEMATIC
- 85. CLOSING SCHEMATIC
- 86. CLOSING SCHEMATIC
- 87. CLOSING SCHEMATIC
- 88. CLOSING SCHEMATIC
- 89. CLOSING SCHEMATIC
- 90. CLOSING SCHEMATIC
- 91. CLOSING SCHEMATIC
- 92. CLOSING SCHEMATIC
- 93. CLOSING SCHEMATIC
- 94. CLOSING SCHEMATIC
- 95. CLOSING SCHEMATIC
- 96. CLOSING SCHEMATIC
- 97. CLOSING SCHEMATIC
- 98. CLOSING SCHEMATIC
- 99. CLOSING SCHEMATIC
- 100. CLOSING SCHEMATIC



SINGLE LINE DIAGRAM
 AS USED BY EQUIPMENT MANUFACTURER

SYMBOL	DESCRIPTION
(Symbol)	UTILITY METERING SYSTEM
(Symbol)	GENERATOR CONTROL PANEL
(Symbol)	BUS CONTROL
(Symbol)	PANEL A
(Symbol)	TELEPHONE CAB
(Symbol)	...

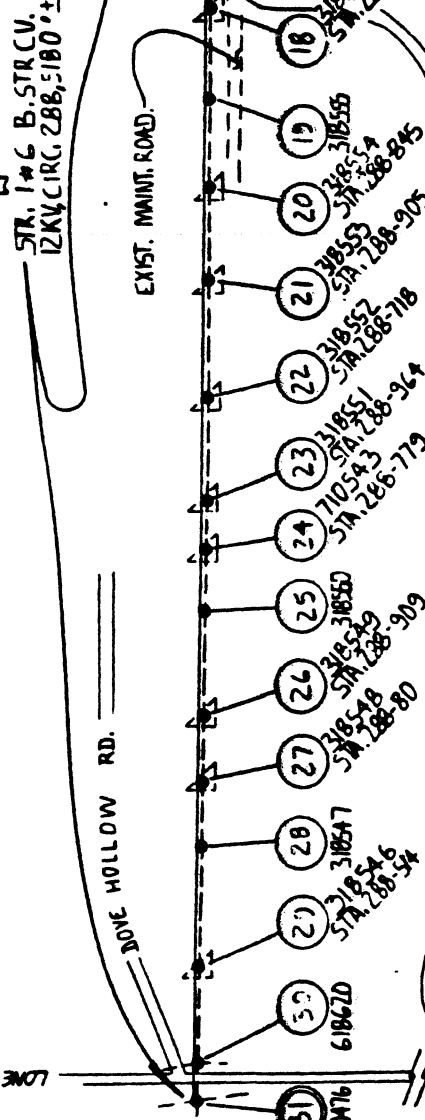
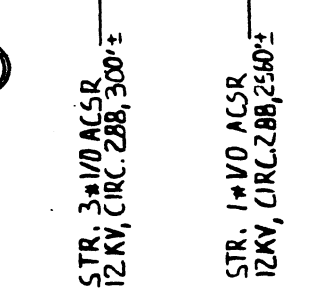
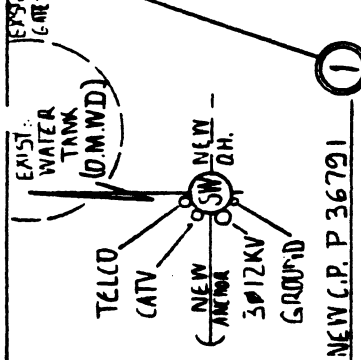
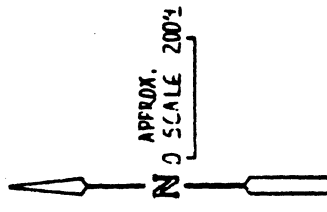
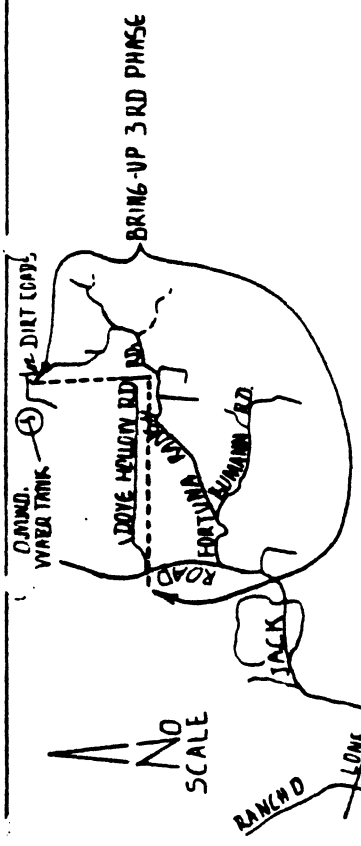
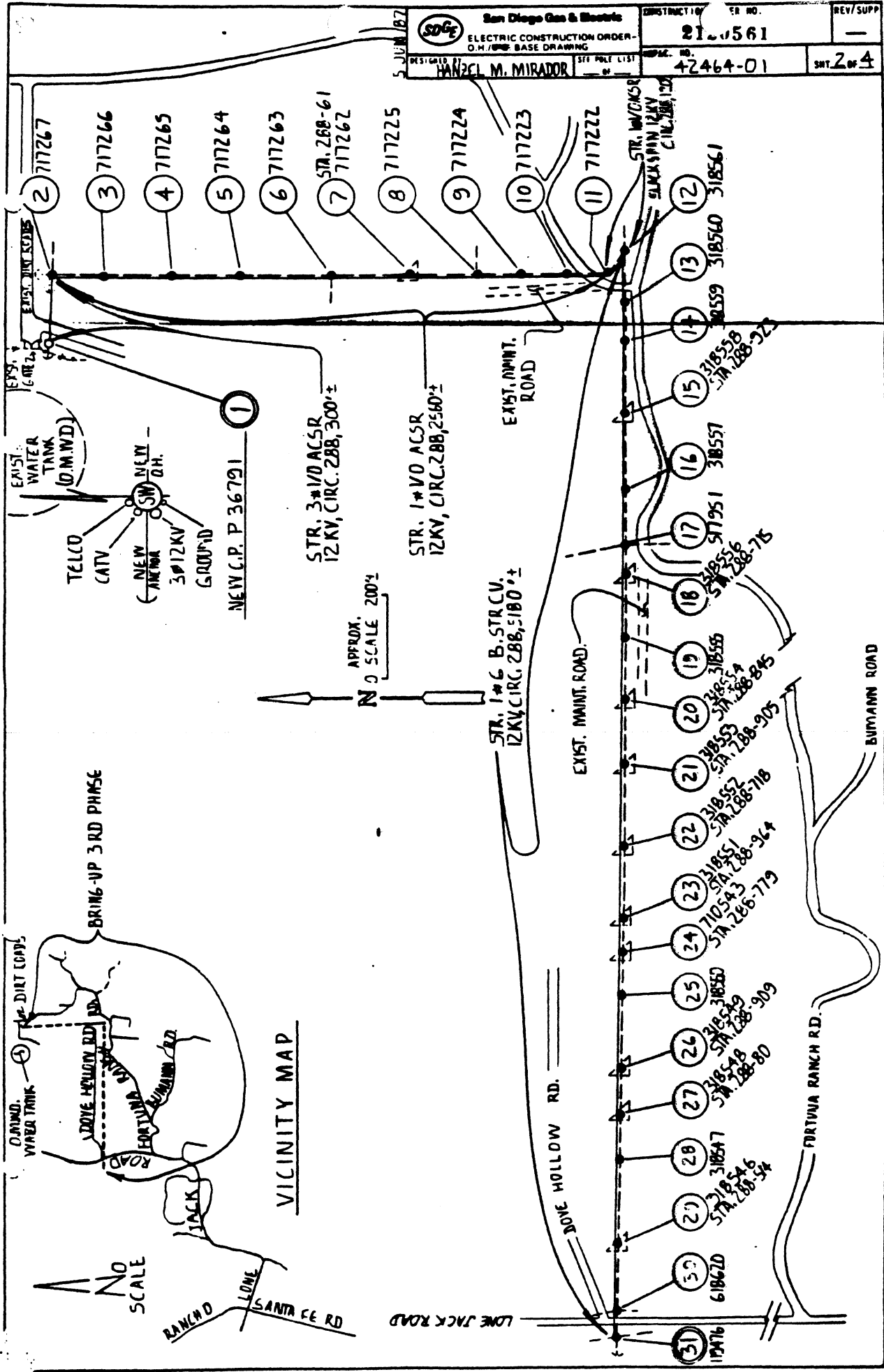
SYMBOL	DESCRIPTION
(Symbol)	UTILITY METERING SYSTEM
(Symbol)	GENERATOR CONTROL PANEL
(Symbol)	BUS CONTROL
(Symbol)	PANEL A
(Symbol)	TELEPHONE CAB
(Symbol)	...

Exhibit A

EXHIBIT B-1

INTERCONNECTION AND LINE EXTENSION
FACILITIES EQUIPMENT LIST

<u>Interconnection Facilities</u>	<u>Quantity</u>
TMR-82 kilowatthour meter	1
CT 3 ele kilowatthour meter	1
800/5 Current Transformer	3
10 Blade Test Switch and cover	1



POLE	REMOVE	STALL
318556, STA. 286-70		1-12KV PE
318559		2-12KV DE 1-12KV C.O. 1-60AMP FUSE
318554, STA. 286-95		1-12KV PE
318553, STA. 286-94		1-12KV PE
318552, STA. 286-718		1-12KV PE
318551, STA. 286-94		1-12KV PE
318543, STA. 286-719		1-12KV PE
318560		1-12KV PE
318549, STA. 286-909		1-12KV PE
318548, STA. 286-80		1-12KV PE
318547		1-12KV PE
318546, STA. 286-514		1-12KV PE
618620		1-12KV PE
6119476		1-12KV DE CLOSE 12KV E. TO 12KV M+2.7

07/15/87 | SAN DIEGO GAS & ELECTRIC COMPANY | MOPAC: 42464-02 | CONSTRUCTION ORDER: 2120562 REV

UNDERGROUND ELECTRIC CONSTRUCTION ORDER MATERIAL LIST | UNIT SUMMARY BY LOCATION | SHEET 1 OF 1

NORTH COAST | OMWD CO-GENERATION | DESIGNER: HANZEL M. MIRADOR

LOC NUM	DESCRIPTION				CERS	UM	REQD
1	CABLE POLE BEND 4" SCH 80	EA	UNIT 204	C		EA	1
	CP RISER MATERIAL 4 INCH WITH GRIP		UNIT 1407	U		EA	1
	CP MAT'L PRIMARY 3/C 2/0 PECN		UNIT 1425	U	6.3	EA	1
	FUSE CURRENT LIMITING 40A GE EJO-1		UNIT 1491	U		EA	3
2	1-4" DB CONDUIT PRIMARY	FT	UNIT 243	C		FT	5
	TRENCH - HARD	PER FT	UNIT 303	C		FT	5
	CABLE 3 - 1/C 2/0 PECN-PEJ AL		UNIT 453	U	2.4	FT	68
3	PAD 3-PHASE TRANSFORMER	3426	UNIT 172	C		EA	1
	TRAFFIC BARRIER	3481	UNIT 1151	C		EA	4
	1-4" DB 90D 36"R BEND PRIMARY	EA	UNIT 3213	C		EA	1
	EXCAVATE - PAD 3PH TRANSFORMER	3426	UNIT 1362	C		EA	1
	EXCAVATE - TRAFFIC BARRIER	3481	UNIT 2311	C		EA	4
	LOADBREAK ELBOW 2/0 AL		UNIT 3472	U	1.5	EA	3
	INSULATING RECEPTACLE 200A		UNIT 3475	U	0.3	EA	3
	CONNECT SECONDARY		UNIT 5415	U		EA	12
TRANSFORMER - HNL 500 KVA		UNIT 585	U	0.6	EA	1	
4	1-3" DB CONDUIT SECONDARY	FT	UNIT 222	C		FT	36
	1-3" DB 22.5D 25"R BEND SECONDARY	EA	UNIT 1252	C		EA	3
	TRENCH - HARD	PER FT	UNIT 303	C		FT	30
	CABLE 3 - 350 / 1 - 3/0 USA		UNIT 417	U	2.4	FT	141

Exhibit B-3
Underground Materials

EXHIBIT C

San Diego Gas & Electric
Energy Payment Schedule for
As-Available Qualifying Facilities
Effective August 1, 1987 through October 31, 1987

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>	<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 a.m. - 5 p.m. Weekdays
	6 p.m. - 10 p.m. Weekdays	8 p.m. - 10 p.m. Weekdays
Off-Peak	10 p.m. - 6 a.m. Weekdays	10 p.m. - 6 a.m. Weekdays
	Plus Weekends & Holidays	Plus Weekends & Holidays

All time periods listed are clock time.

The holidays specified are: New Year's Day, President's Day, 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, 1987 through October 31, 1987

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:

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	3.42	3.13
Semi Peak	1.0282	1.0298	3.19	2.85
Off-Peak	1.0215	1.0214	1.93	1.63

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	3.56	3.26
Semi-Peak	1.0675	1.0714	3.31	2.97
Off-Peak	1.0512	1.0511	1.98	1.68