

PUBLIC UTILITIES COMMISSION

SAN FRANCISCO, CA 94102-3298



July 30, 2013

**Advice Letter 2870-E/E-A**

Akbar Jazayeri  
Vice President, Regulatory Operations  
Southern California Edison Company  
P O Box 800  
Rosemead, CA 91770

**Subject: Contracts from SCE's California Renewable Energy Small Tariff Program**

Dear Mr. Jazayeri:

Advice Letter 2870-E/E-A are effective June 27, 2013 per Resolution E-4593.

Sincerely,

A handwritten signature in cursive script that reads "Edward F. Randolph".

Edward F. Randolph, Director  
Energy Division

**ADVICE LETTER (AL) SUSPENSION NOTICE**  
**ENERGY DIVISION**

Utility Name: Southern California Edison    Date Utility Notified: April 19, 2013 via: email  
Utility No./Type: U 338-E    [X] E-Mail to: AdviceTariffManager@sce.com

Advice Letter Nos.: 2870E

Date AL filed: March 26, 2013

Fax No.: N/A

Utility Contact Person: Darrah Morgan

ED Staff Contact: Adam Schultz

Utility Phone No.: 626-302-2086

**For Internal Purposes Only:**

Date Calendar Clerk Notified \_\_\_\_/\_\_\_\_/\_\_\_\_

Date Commissioners/Advisors Notified \_\_\_\_/\_\_\_\_/\_\_\_\_

**[X] INITIAL SUSPENSION (up to 120 DAYS from the expiration of the initial review period)**

This is to notify that the above-indicated AL is suspended for up to 120 days beginning April 19, 2013 for the following reason(s) below. If the AL requires a Commission resolution and the Commission's deliberation on the resolution prepared by Energy Division extends beyond the expiration of the initial suspension period, the advice letter will be automatically suspended for up to 180 days beyond the initial suspension period.

[X] A Commission Resolution is Required to Dispose of the Advice Letter

[X] Advice Letter Requests a Commission Order

[X] Advice Letter Requires Staff Review

The expected duration of initial suspension period is 120 days

**[ ] FURTHER SUSPENSION (up to 180 DAYS beyond initial suspension period)**

The AL requires a Commission resolution and the Commission's deliberation on the resolution prepared by Energy Division has extended beyond the expiration of the initial suspension period. The advice letter is suspended for up to 180 days beyond the initial suspension period.

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If you have any questions regarding this matter, please contact Adam Schultz at as6@cpuc.ca.gov.

cc:

Energy Division, Tariff Unit

Paul Douglas

Tam Hunt, Clean Coalition

Jeanne Armstrong, Solar Energy Industries Association

Jacquelin Hanselman

Colin Rizzo, Division of Ratepayer Advocates

Jason Keyes, ImMODO

Ashlee Dalton

David Fick, Morongo Basin Conservation Association

March 26, 2013

**ADVICE 2870-E**  
**(U 338-E)**

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA  
ENERGY DIVISION

**SUBJECT:** Contracts from Southern California Edison Company's  
("SCE's") California Renewable Energy Small Tariff ("CREST")  
Program

**I. INTRODUCTION**

Pursuant to the California Public Utilities Commission's ("Commission's" or "CPUC's")  
Decision ("D.")07-07-027,<sup>1</sup> SCE submits this Advice Letter seeking Commission approval  
of 75 CREST power purchase agreements ("CREST Contracts").

The following table summarizes the CREST Contracts:

Seller	Technology	Capacity (MW)	Estimated Annual Energy* (GWh)	Forecasted Initial Operation Date**	Term (Years)	Location
Addison Solar, LLC	Solar PV	1	3.057	4/15/2014	20	Lancaster, CA
Belectric, Inc. (Gales A West)	Solar PV	1.5	3.385	1/17/2014	20	Hanford, CA
Belectric, Inc. (Gales B East)	Solar PV	1.5	3.385	1/17/2014	20	Hanford, CA
Belectric, Inc. (Zamora Zuni Road North)	Solar PV	1.5	3.746	12/31/2013	20	Apple Valley, CA
Belectric, Inc. (Zamora Zuni Road South)	Solar PV	1.5	3.746	12/31/2013	20	Apple Valley, CA
Carson Solar, LLC	Solar PV	1	3.057	4/15/2014	20	Lancaster, CA
Coronus 29Palms North 1 LLC	Solar PV	1.5	3.526	12/15/2013	20	Twentynine Palms, CA
Coronus 29Palms North 2 LLC	Solar PV	1.5	3.526	12/15/2013	20	Twentynine Palms, CA
Coronus 29Palms North 3 LLC	Solar PV	1.5	3.526	12/15/2013	20	Twentynine Palms, CA
Coronus Adelanto West 1 LLC	Solar PV	1.5	3.603	1/15/2014	20	Adelanto, CA
Coronus Adelanto West 2 LLC	Solar PV	1.5	3.603	1/15/2014	20	Adelanto, CA
Coronus Apple Valley East 1 LLC	Solar PV	1.5	3.568	12/15/2013	20	Apple Valley, CA
Coronus Apple Valley East 2 LLC	Solar PV	1.5	3.568	12/15/2013	20	Apple Valley, CA
Coronus Hesperia West 2 LLC	Solar PV	1.5	3.603	2/1/2013	20	Hesperia, CA
Coronus Joshua Tree East 1 LLC	Solar PV	1.5	3.603	12/15/2013	20	Joshua Tree, CA

<sup>1</sup> D.07-07-027, at 13-14 n.12, 47.

Coronus Joshua Tree East 2 LLC	Solar PV	1.5	3.603	12/15/2013	20	Joshua Tree, CA
Coronus Joshua Tree East 3 LLC	Solar PV	1.5	3.603	12/15/2013	20	Joshua Tree, CA
Coronus Joshua Tree East 4 LLC	Solar PV	1.5	3.603	12/15/2013	20	Joshua Tree, CA
Coronus Joshua Tree East 5 LLC	Solar PV	1.5	3.603	12/15/2013	20	Joshua Tree, CA
Coronus Yucca Valley East 1 LLC	Solar PV	1.5	3.603	2/1/2013	20	Joshua Tree, CA
Coronus Yucca Valley East 2 LLC	Solar PV	1.5	3.603	2/1/2013	20	Joshua Tree, CA
Coronus Yucca Valley East 3 LLC	Solar PV	1.5	3.603	1/15/2014	20	Joshua Tree, CA
DHS Solar 1, LLC (Desert Hot Springs 1)	Solar PV	1	2.6	8/1/2013	20	Desert Hot Springs, CA
DHS Solar 1, LLC (Desert Hot Springs 2)	Solar PV	1.5	3.731	8/1/2013	20	Desert Hot Springs, CA
East Valley Greenworks D LLC	Solar PV	1.5	3.596	12/29/2013	20	Porterville, CA
East Valley Greenworks E LLC	Solar PV	1.5	3.596	12/29/2013	20	Porterville, CA
Ecos Energy LLC (Diamond Valley Solar)	Solar PV	1.25	2.693	1/15/2014	20	Winchester, CA
Ecos Energy LLC (San Jacinto Solar)	Solar PV	1.5	4.2	6/1/2013	20	Nuevo, CA
Ecos Energy LLC (Lake Perris Solar)	Solar PV	1.5	4.2	6/1/2013	20	Nuevo, CA
Ever CT Solar Farms, LLC (Site 1A)	Solar PV	1	2.004	12/19/2013	20	Lancaster, CA
Ever CT Solar Farms, LLC (Site 1B)	Solar PV	1	2.004	12/19/2013	20	Lancaster, CA
Ever CT Solar Farms, LLC (Site 2A)	Solar PV	1.5	3.062	12/19/2013	20	Lancaster, CA
Ever CT Solar Farms, LLC (Site 2B)	Solar PV	1	2.042	12/19/2013	20	Lancaster, CA
Ever CT Solar Farms, LLC (Site 2C)	Solar PV	1	2.043	12/19/2013	20	Lancaster, CA
Global Renewable Energy LLC (Con Dios Solar Park 1)	Solar PV	1.5	4.85	6/20/2014	20	Johnson Valley, CA
Global Renewable Energy LLC (Con Dios Solar Park 2)	Solar PV	1.5	4.85	6/20/2014	20	Johnson Valley, CA
Global Renewable Energy LLC (Con Dios Solar Park 3)	Solar PV	1.5	4.85	6/21/2014	20	Landers, CA
Global Renewable Energy LLC (Con Dios Solar Park 10)	Solar PV	1.5	4.85	6/20/2014	20	Johnson Valley, CA
Global Renewable Energy LLC (Con Dios Solar Park 11)	Solar PV	1.5	4.85	6/21/2014	20	Landers, CA
Global Renewable Energy LLC (Con Dios Solar Park 12)	Solar PV	1.5	4.85	6/21/2014	20	Landers, CA
Global Renewable Energy LLC (Con Dios Solar Park 29)	Solar PV	1.5	4.85	6/21/2014	20	Twentynine Palms, CA
Global Renewable Energy LLC (Con Dios Solar Park 41)	Solar PV	1.5	4.85	6/20/2014	20	Johnson Valley, CA
Global Renewable Energy LLC (Con Dios Solar Park 42)	Solar PV	1.5	4.85	6/21/2014	20	Landers, CA
Global Renewable Energy LLC (Con Dios Solar Park 44)	Solar PV	1.5	4.85	6/20/2014	20	Johnson Valley, CA
Greta Solar, LLC	Solar PV	1	3.057	4/15/2014	20	Apple Valley, CA
ImMODO California 2 LLC (Farmersville 1)	Solar PV	1.5	3.022	10/1/2013	20	Farmersville, CA
ImMODO California 2 LLC (Farmersville 2)	Solar PV	1.5	3.022	10/1/2013	20	Farmersville, CA
ImMODO California 2 LLC (Farmersville 3)	Solar PV	1.5	3.022	10/1/2013	20	Farmersville, CA
ImMODO California 2 LLC (Hanford 1)	Solar PV	1.5	3.022	12/1/2013	20	Hanford, CA
ImMODO California 2 LLC (Hanford 2)	Solar PV	1.5	3.022	12/1/2013	20	Hanford, CA
ImMODO California 2 LLC (Porterville 6)	Solar PV	1.5	3.022	10/1/2013	20	Porterville, CA
ImMODO California 2 LLC (Porterville 7)	Solar PV	1.5	3.022	10/1/2013	20	Porterville, CA
Jimmy Solar, LLC	Solar PV	1.5	4.586	4/15/2014	20	Lancaster, CA

Lydia Solar, LLC	Solar PV	1.5	4.586	4/15/2014	20	Apple Valley, CA
Madelyn Solar, LLC	Solar PV	1.5	4.586	1/15/2014	20	Silver Lakes, CA
Marinos Ventures, LLC	Solar PV	0.28	0.680	10/1/2012	20	Three Rivers, CA
Mitchell Solar, LLC	Solar PV	1.5	4.586	1/15/2014	20	Silver Lakes, CA
Penny Solar, LLC	Solar PV	1	3.066	4/15/2014	20	Rosamond, CA
Rudy Solar, LLC	Solar PV	1.5	4.586	1/15/2014	20	Silver Lakes, CA
SP Indigo Ranch A2, LLC	Solar PV	1.5	3.508	3/20/2014	20	Desert Center, CA
SP Indigo Ranch B2, LLC	Solar PV	1.5	3.508	3/20/2014	20	Desert Center, CA
SP Indigo Ranch C2, LLC	Solar PV	1.5	3.508	3/20/2014	20	Desert Center, CA
SunE CREST 1, LLC	Solar PV	1.5	4.278	2/28/2014	20	Phelan, CA
SunE CREST 2, LLC	Solar PV	0.999	2.893	2/28/2014	20	Phelan, CA
SunE CREST 3, LLC	Solar PV	0.999	2.912	2/28/2014	20	Pinon Hills, CA
SunE CREST 5, LLC	Solar PV	1.5	4.352	2/28/2014	20	Phelan, CA
SunE CREST 6, LLC	Solar PV	1.5	4.352	2/28/2014	20	Phelan, CA
SunE CREST 7, LLC	Solar PV	1.5	4.352	2/28/2014	20	Phelan, CA
Venezia Solar, LLC	Solar PV	1.5	4.586	4/15/2014	20	Lancaster, CA
Victor Mesa Linda B2 LLC	Solar PV	1.5	3.815	3/7/2014	20	Victorville, CA
Victor Mesa Linda C2 LLC	Solar PV	1.5	3.815	3/7/2014	20	Victorville, CA
Victor Mesa Linda D2 LLC	Solar PV	1.5	3.815	3/7/2014	20	Victorville, CA
Victor Mesa Linda E2 LLC	Solar PV	1.5	3.815	3/7/2014	20	Victorville, CA
White Lightning Solar LLC	Solar PV	1.5	4.586	4/15/2014	20	Lancaster, CA
Zeke Solar, LLC	Solar PV	1.5	4.586	4/25/2014	20	Lancaster, CA

\* Rounded to the nearest thousandth, as applicable.

\*\* The Forecasted Initial Operation Date is based on Section 2.8 of the CREST power purchase agreement ("PPA"), which is the Seller's estimate of Initial Operation. Pursuant to Section 2.9(a) of the CREST PPA, the Seller has 18 months (subject to possible extension for transmission and permitting delays) from the effective date to come online, regardless of the Seller's estimate.

In accordance with General Order ("GO") 96-B, the confidentiality of information included in this Advice Letter is described below. This Advice Letter contains both confidential and public appendices as listed below:

- Confidential Appendix A: CREST Contracts
- Appendix B: *Pro Forma* CREST Full Buy/Sell PPA
- Public and Confidential Appendix C: Renewable Net Short Calculation
- Appendix D: Confidentiality Declaration
- Appendix E: Proposed Protective Order

## II. BACKGROUND AND PURPOSE

Assembly Bill ("AB") 1969, approved on September 29, 2006, added Section 399.20 to the Public Utilities ("PU") Code requiring all electrical corporations to file with the Commission a standard tariff to provide for payment for every kilowatt-hour ("kWh") of renewable energy output produced at an electric generation facility at a price determined by the Commission pursuant to PU Code Section 399.15 for a period of 10, 15, or 20 years. Under AB 1969, an eligible electric generation facility must, among other things,

be an eligible renewable energy resource<sup>2</sup> owned and operated by a public water or wastewater agency that is a retail customer of the electrical corporation, interconnected and operated in parallel with the transmission and distribution system, and sized to offset part or all of the electric demand of the public agency.

In D.07-07-027, adopted on July 26, 2007, the Commission implemented Section 399.20 and ordered each utility to file an advice letter submitting a tariff and standard contract for public water and wastewater agencies. D.07-07-027 also ordered Pacific Gas and Electric Company (“PG&E”) and SCE to file tariffs and standard contracts to expand the purchase of renewable generation by the utility to customers who are not public water or wastewater agencies.<sup>3</sup>

SCE filed Advice 2244-E on May 23, 2008, to propose Schedule WATER – Water Agency Tariff for Eligible Renewables, Schedule CREST – California Renewable Energy Small Tariff, and associated *pro forma* contracts in compliance with D.07-07-027 and Resolution E-4137. Advice 2244-E was subsequently approved by the Commission on June 18, 2008.

Pursuant to AB 1969, PU Code Section 399.20 limited the electrical corporation’s obligation to offer the tariff for public water/wastewater agencies up to its proportionate share of the statewide cumulative rated generating capacity of 250 megawatts (“MW”), which is 123.9 MW for SCE under Schedule WATER. D.07-07-027’s expansion of the tariff program allocated an additional 123.8 MW to SCE’s Schedule CREST for non-water/wastewater customers.<sup>4</sup> Service under Schedules CREST and WATER are available upon request on a first-come, first-served basis until SCE meets its proportionate cap. Senate Bill (“SB”) 380, effective January 1, 2009, revises PU Code Section 399.20 to remove the restriction to public water and wastewater agencies and to expand the tariff to all customers with a statewide cap of 500 MW.<sup>5</sup> Although Schedule CREST maintains the non-water/wastewater-specific cap of 123.8 MW, SCE offered all 247.7 MW of its proportionate share of the PU Code Section 399.20 statewide limit under one program -- Schedule CREST and its associated *pro forma* contracts.

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<sup>2</sup> As defined in PU Code Section 399.12.

<sup>3</sup> Eligible customer generation must generally meet the same requirements as those applicable to public water and wastewater agencies pursuant to PU Code Section 399.20, as adopted by AB 1969. Subsequently, in D.08-09-033, the Commission also ordered San Diego Gas & Electric Company (“SDG&E”) to file a tariff to expand the purchase of renewable generation to customers who are not public water or wastewater agencies.

<sup>4</sup> D.07-07-027, at 48-49.

<sup>5</sup> Subsequently, SB 32 increased the cap from 500 MW to 750 MW and included publicly-owned utilities in the cap.

On July 20, 2012, SCE reached its proportionate share of the non-water/wastewater-specific cap of 123.8 MW.<sup>6</sup> Since then, SCE has executed an additional 75 PPAs, equal to 105.53 MW, under Schedule CREST. Pursuant to D.07-07-027, once SCE has met its proportionate obligation under the statewide limit, SCE is “relieved of an obligation to purchase energy from additional projects pursuant to the § 399.20 tariff. . . .”<sup>7</sup> The decision, however, explicitly allows SCE “. . . to purchase energy from additional projects on these or other terms.”<sup>8</sup> “Projects beyond the capacity allocation need Commission review (e.g., by applicant submitting an advice letter).”<sup>9</sup> Accordingly, this Advice Letter seeks approval of the 75 CREST Contracts.

### **III. THE PRO FORMA PPA AND THE CREST CONTRACTS**

SCE initially submitted its CREST *pro forma* contracts in Advice 2244-E, which was subsequently approved by the Director of Energy Division on June 18, 2008. Pursuant to D.11-11-012, SCE submitted revised CREST *pro forma* contracts in Advice 2657-E and 2657-E-A, which were subsequently approved by the Director of Energy Division on March 29, 2012, with an effective date of November 21, 2011. In accordance with D.07-07-027,<sup>10</sup> SCE provides two CREST *pro forma* contracts, the CREST Full Buy/Sell PPA (Form 14-786) and CREST Excess PPA (Form 14-785). All 75 CREST Contracts contained all of the standard terms and conditions from the *pro forma* CREST Full Buy/Sell PPA without deviation. The CREST Contracts are attached hereto as Confidential Appendix A. The *pro forma* CREST Full Buy/Sell PPA is attached hereto as Appendix B.<sup>11</sup>

Pursuant to the standard terms of each CREST Contract, SCE agrees to purchase all electric energy produced by a seller’s project throughout the contract term, including all Green Attributes, Capacity Attributes, and Resource Adequacy Benefits (each as defined in the CREST Contracts) produced by the generating facilities, net of station use.

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<sup>6</sup> SCE considers the marginal CREST PPA that took it from 122.682 MW to 124.182 MW to be within the CREST cap. If the Commission considers that marginal CREST PPA to be above the cap, SCE requests that the marginal CREST PPA also be approved pursuant to this Advice Letter filing. SCE would submit a supplemental filing of that PPA. Additionally, SCE executed 3 CREST PPAs within the CREST cap for a total of 2.99 MW that may only be eligible for SCE’s WATER program. If SCE determines that these 3 CREST PPAs are eligible for WATER, SCE will submit a separate Advice Letter filing for their approval.

<sup>7</sup> D.07-07-027, at 13 n.12. See also *id.*, at 47 (“As explained with the water and wastewater program above, the [non-water/wastewater] tariff is closed to new customers when the allocation is met. Respondents are not required to sign new agreements for capacity beyond their allocation. . . .”).

<sup>8</sup> *Id.* at 13 n.12.

<sup>9</sup> *Id.* at 14 n.12.

<sup>10</sup> *Id.* at Ordering Paragraphs 1 and 2.

<sup>11</sup> There are minor typographical and formatting differences between the terms and conditions in the CREST Contracts and the *pro forma* CREST Full Buy/Sell PPA.

Each of the 75 CREST Contracts selected the 20-year term. The term begins on each CREST project's respective initial operation date, which must occur within 18 months (subject to possible extension for permitting or transmission delays) after the date the contract is countersigned by SCE. Each CREST Contract is priced at the applicable 2011 Market Price Referent and the 2011 Time-of-Delivery factors approved in Resolution E-4442, as filed in Advice 2670-E, effective January 3, 2012. Each CREST Contract requires the seller to post development security in the amount of \$20/kW for each kilowatt of the project's gross power rating. All of the development security is due within 30 days following the effective date of the CREST Contract. SCE holds the development security until the generator demonstrates to SCE's satisfaction that it has installed all of the equipment or devices necessary for the generating facility to satisfy the gross power rating.

All of the interconnection points and delivery points are within SCE's service territory. SCE has the right to curtail the output of the projects in certain instances.

#### **IV. CONSISTENCY WITH RENEWABLES PORTFOLIO STANDARD ("RPS") STATUTORY GOALS, STATUTORY REQUIREMENTS, AND COMMISSION DECISIONS**

By providing renewable energy from an eligible renewable energy resource ("ERR") as defined under the PU Code Section 399.11 *et seq.* ("RPS Legislation"), the CREST Contracts are consistent with, and contribute to, the RPS program's statutory goals.

Through SCE's analysis of its renewable net short position and procurement needs, SCE projects a long-term renewable energy need. The CREST Contracts fill that need by providing long-term RPS-eligible energy over 20-year terms. Additionally, the CREST Contracts are consistent with PU Code Section 399.20's statutory requirements and Commission decisions that encourage the procurement of small-scale renewable resources.

##### **A. The CREST Contracts Conform to the Commission's Decisions Regarding the PU Code Section 399.20 Program**

These CREST projects sized at 1.5 MW or less are consistent with the State's continued focus on smaller-scale renewable procurement (20 MW or less). This includes meeting the Governor of the State of California's goal of encouraging the development of 12,000 MW of small-scale distributed generation projects located on the existing electric grid by 2020. As noted by the Commission in D.11-11-012, "[t]o achieve this goal, the Governor has called upon the Commission . . . to assist with the development of small scale distributed generation. These efforts have, in part, consisted of implementing the



legislative directives set forth in §§ 399.11-399.22 and formal proceedings, such as this proceeding and Rulemaking (R.) 08-08-009.”<sup>12</sup>

SCE’s requested approval of the CREST Contracts is consistent with these goals. PU Code Section 399.20(a) states: “It is the policy of this state and the intent of the Legislature to encourage electrical generation from eligible renewable energy resources.” Moreover, SB 380 was enacted to expand the statewide cap to 500 MW for all customers under the PU Code Section 399.20 tariff. SCE’s procurement of the CREST Contracts in 2012-2013 was therefore consistent with the existing statutory requirements, even though D.07-07-027 had previously allocated a non-water/wastewater-specific cap to SCE. As the CREST Contracts were procured above that cap, this Advice Letter filing conforms to D.07-07-027’s requirement to submit additional projects for Commission review and approval via the advice letter process.<sup>13</sup> Approving these contracts would ensure a stable market and respects the integrity of the executed contracts.

#### **B. The CREST Contracts Conform to SCE’s Portfolio Needs**

SCE’s 2012 RPS Procurement Plan was originally filed on May 23, 2012, was amended on August 15, 2012, was approved by the Commission on November 8, 2012, and was finally submitted on November 29, 2012. SCE’s 2012 RPS Procurement Plan includes forecasts of its renewable net short position using both SCE’s renewable net short calculation methodology and the Commission’s renewable net short calculation methodology. In accordance with the August 2, 2012 Administrative Law Judge’s Ruling adopting the Commission’s renewable net short calculation methodology, SCE has included an updated renewable net short calculation using both SCE’s and the Commission-adopted methodology in Appendix C.

The CREST Contracts are expected to contribute toward achievement of SCE’s RPS procurement goals and are consistent with SCE’s portfolio needs. Specifically, as shown by the renewable net short calculation, the CREST Contracts satisfy SCE’s long-term need for eligible renewable energy with a total capacity of 105.53 MW over 20-year terms.

#### **C. Procurement Review Group (“PRG”) Participation**

SCE’s PRG was formed on or around September 10, 2002. Participants include representatives from the Commission’s Energy and Legal Divisions, the Division of Ratepayer Advocates, The Utility Reform Network, California Utility Employees, and the California Department of Water Resources.

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<sup>12</sup> D.11-11-012, at 3-4.

<sup>13</sup> D.07-07-027, at 13-14 n.12.

On March 20, 2013, SCE briefed the PRG concerning the CREST Contracts and SCE's plan to submit this Advice Letter filing.

## **V. CONFIDENTIALITY**

SCE is requesting confidential treatment of Appendices A and C. The information for which SCE is seeking confidential treatment is identified in Appendix D hereto. The confidential version of this Advice Letter will be made available to appropriate parties (in accordance with SCE's Proposed Protective Order, as discussed below) upon execution of the required non-disclosure agreement. Parties wishing to obtain access to the confidential version of this Advice Letter may contact Melissa Hovsepian in SCE's Law Department at [Melissa.Hovsepian@sce.com](mailto:Melissa.Hovsepian@sce.com) or (626) 302-6054 to obtain a non-disclosure agreement. In accordance with GO 96-B, a copy of SCE's Proposed Protective Order is attached hereto as Appendix E. It is appropriate to accord confidential treatment to the information for which SCE requests confidential treatment in the first instance in the Advice Letter process because such information is entitled to confidentiality protection pursuant to D.06-06-066 and is required to be filed by Advice Letter as part of the process for obtaining Commission approval of the CREST Contracts.

The information in this Advice Letter for which SCE requests confidential treatment, the pages on which the information appears, and the length of time for which the information should remain confidential are provided in Appendix D. This information is entitled to confidentiality protection pursuant to D.06-06-066 (as provided in the Investor-Owned Utility ("IOU") Matrix). The specific provisions of the IOU Matrix that apply to the confidential information in this Advice Letter are identified in Appendix D.

## **VI. REQUEST FOR COMMISSION APPROVAL**

To satisfy D.07-07-027's requirement of Commission review and approval of the CREST Contracts via Advice Letter, SCE requests that the Commission issue a resolution no later than June 30, 2013, including adoption of the following findings of fact and conclusions of law:

1. Approval of the CREST Contracts in their entirety;
2. A finding that any electric energy sold or dedicated to SCE pursuant to the CREST Contracts constitutes procurement by SCE from an ERR for the purpose of determining SCE's compliance with the RPS Legislation or other applicable law concerning the procurement of electric energy from renewable energy resources;
3. A finding that all procurement under the CREST Contracts counts, in full and without condition, towards the requirement in the RPS Legislation that SCE procure 33 percent (or such other percentage as may be established

by law) of its retail sales from ERRs by 2020 (or such other date as may be established by law);

4. A finding that the CREST Contracts, and SCE's entry into the CREST Contracts, are reasonable and prudent for all purposes, including, but not limited to, recovery in rates of payments made pursuant to the CREST Contracts, subject only to further review with respect to the reasonableness of SCE's administration of the CREST Contracts; and
5. Any other and further relief as the Commission finds just and reasonable.

## **VII. TIER DESIGNATION**

Pursuant to GO 96-B, Energy Industry Rule 5.3, SCE submits this Advice Letter with a Tier 3 designation (effective after Commission approval).

## **VIII. EFFECTIVE DATE**

This Advice Letter will become effective upon Commission approval.

## **IX. NOTICE**

Anyone wishing to protest this Advice Letter may do so by letter via U.S. Mail, facsimile, or electronically, any of which must be received by the Energy Division and SCE no later than 20 days after the date of this Advice Letter. Protests should be mailed to:

CPUC, Energy Division  
Attention: Tariff Unit  
505 Van Ness Avenue  
San Francisco, California 94102  
E-mail: [EDTariffUnit@cpuc.ca.gov](mailto:EDTariffUnit@cpuc.ca.gov)

In addition, protests and all other correspondence regarding this Advice Letter should also be sent by letter and transmitted via facsimile or electronically to the attention of:

Akbar Jazayeri  
Vice President of Regulatory Operations  
Southern California Edison Company  
8631 Rush Street  
Rosemead, California 91770  
Facsimile: (626) 302-4829  
E-mail: [AdviceTariffManager@sce.com](mailto:AdviceTariffManager@sce.com)

Leslie E. Starck  
Senior Vice President  
c/o Karyn Gansecki  
601 Van Ness Avenue, Suite 2030  
San Francisco, California 94102  
Facsimile: (415) 929-5540  
E-mail: [Karyn.Gansecki@sce.com](mailto:Karyn.Gansecki@sce.com)

With a copy to:

Melissa Hovsepian  
Attorney  
Southern California Edison Company  
2244 Walnut Grove Avenue, 3<sup>rd</sup> Floor  
Rosemead, CA 91770  
Facsimile: (626) 302-6962  
E-mail: [Melissa.Hovsepian@sce.com](mailto:Melissa.Hovsepian@sce.com)

There are no restrictions on who may file a protest, but the protest shall set forth specifically the grounds upon which it is based and shall be submitted expeditiously.

In accordance with Section 4 of GO 96-B, SCE is furnishing copies of this Advice Letter to the interested parties shown on the attached R.11-05-005 and GO 96-B service lists. Address change requests to the GO 96-B service list should be directed to [AdviceTariffManager@sce.com](mailto:AdviceTariffManager@sce.com) or at (626) 302-2930. For changes to any other service list, please contact the Commission's Process Office at (415) 703-2021 or at [ProcessOffice@cpuc.ca.gov](mailto:ProcessOffice@cpuc.ca.gov).

Further, in accordance with Public Utilities Code Section 491, notice to the public is hereby given by filing and keeping the Advice Letter at SCE's corporate headquarters. To view other SCE advice letters filed with the Commission, log on to SCE's website at <https://www.sce.com/wps/portal/home/regulatory/advice-letters>.

All questions concerning this Advice Letter should be directed to Katie Sloan at (626) 302-6842 or by electronic mail at [Katie.Sloan@sce.com](mailto:Katie.Sloan@sce.com).

**Southern California Edison Company**

Akbar Jazayeri

AJ:ks:sq  
Enclosures

# CALIFORNIA PUBLIC UTILITIES COMMISSION

## ADVICE LETTER FILING SUMMARY ENERGY UTILITY

MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No.: Southern California Edison Company (U 338-E)

Utility type:

ELC       GAS  
 PLC       HEAT       WATER

Contact Person: Darrah Morgan

Phone #: (626) 302-2086

E-mail: [Darrah.Morgan@sce.com](mailto:Darrah.Morgan@sce.com)

E-mail Disposition Notice to: [AdviceTariffManager@sce.com](mailto:AdviceTariffManager@sce.com)

EXPLANATION OF UTILITY TYPE

ELC = Electric      GAS = Gas  
 PLC = Pipeline      HEAT = Heat      WATER = Water

(Date Filed/ Received Stamp by CPUC)

Advice Letter (AL) #: 2870-E      Tier Designation: 3

Subject of AL: Contracts From Southern California Edison Company's California Renewable Energy Small Tariff Program

Keywords (choose from CPUC listing): Compliance, Contracts, Procurement

AL filing type:  Monthly  Quarterly  Annual  One-Time  Other

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #:

D.07-07-027

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: \_\_\_\_\_

Summarize differences between the AL and the prior withdrawn or rejected AL<sup>1</sup>: \_\_\_\_\_

Confidential treatment requested?  Yes  No

If yes, specification of confidential information: See Appendix D.

Confidential information will be made available to appropriate parties who execute a nondisclosure agreement.

Name and contact information to request nondisclosure agreement/access to confidential information:

Melissa Hovsepian, Law Department, at (626) 302-6054 or [Melissa.Hovsepian@sce.com](mailto:Melissa.Hovsepian@sce.com)

Resolution Required?  Yes  No

Requested effective date: 6/30/13      No. of tariff sheets: -0-

Estimated system annual revenue effect: (%): \_\_\_\_\_

Estimated system average rate effect (%): \_\_\_\_\_

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected: None

Service affected and changes proposed<sup>1</sup>: \_\_\_\_\_

Pending advice letters that revise the same tariff sheets: N/A

<sup>1</sup> Discuss in AL if more space is needed.

**Protests and all other correspondence regarding this AL are due no later than 20 days after the date of this filing, unless otherwise authorized by the Commission, and shall be sent to:**

CPUC, Energy Division  
Attention: Tariff Unit  
505 Van Ness Avenue  
San Francisco, CA 94102  
E-mail: [EDTariffUnit@cpuc.ca.gov](mailto:EDTariffUnit@cpuc.ca.gov)

Akbar Jazayeri  
Vice President of Regulatory Operations  
Southern California Edison Company  
8631 Rush Street  
Rosemead, California 91770  
Facsimile: (626) 302-4829  
E-mail: [AdviceTariffManager@sce.com](mailto:AdviceTariffManager@sce.com)

Leslie E. Starck  
Senior Vice President  
c/o Karyn Gansecki  
Southern California Edison Company  
601 Van Ness Avenue, Suite 2030  
San Francisco, California 94102  
Facsimile: (415) 929-5540  
E-mail: [Karyn.Gansecki@sce.com](mailto:Karyn.Gansecki@sce.com)

With a copy to:

Melissa Hovsepien  
Attorney  
Southern California Edison Company  
2244 Walnut Grove Avenue, 3<sup>rd</sup> Floor  
Rosemead, California 91770  
Facsimile: (626) 302-6962  
E-mail: [Melissa.Hovsepien@sce.com](mailto:Melissa.Hovsepien@sce.com)

**Confidential Appendix A**

**CREST Contracts**

**Confidential Protected Materials – Public Disclosure Prohibited**

**Appendix B**

***Pro Forma* CREST Full Buy/Sell PPA**





Southern California Edison  
Rosemead, California (U 338-E)

Revised Cal. PUC Sheet No. 50725-E  
Cancelling Revised Cal. PUC Sheet No. 49213-E

Sheet 1

RENEWABLE AND ALTERNATIVE POWER  
CALIFORNIA RENEWABLE ENERGY SMALL TARIFF  
CREST AGREEMENT

FORM 14-786

(To be inserted by utility)

Advice 2780-E

Decision 12-09-018

Issued by

Akbar Jazayeri

Vice President

(To be inserted by Cal. PUC)

Date Filed Sep 20, 2012

Effective Sep 20, 2012

Resolution \_\_\_\_\_

ID Number

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

Producer’s Name (“Producer”), a  
(form of entity & state of registration) *(Please verify*  
*corporate name and indicate state of incorporation)* an Eligible Customer, and

Southern California Edison Company (“SCE”), a California corporation.

Producer and SCE are sometimes also referred to in this Agreement jointly as “Parties” or individually as “Party.” All capitalized terms set forth herein shall have the meanings ascribed to them in Section 16.3.

1. RECITALS.

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

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

2. SUMMARY AND DESCRIPTION OF RENEWABLE GENERATING FACILITY

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Service Account (if known)**

EC Use Only 1

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**CREST AGREEMENT  
SOUTHERN CALIFORNIA EDISON  
PRODUCER NAME  
ID Number**

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- 2.3 The Gross Power Rating of the Renewable Generating Facility is [REDACTED] kW.  
This Gross Power Rating is based on: **(check one)**  
 generator nameplate; or **(insert for solar: inverter rating)**  
  
 prime mover nameplate; or **(insert for solar: solar array rating)**  
  
 renewable fuel availability.
- 2.4 The Net Power Rating of the Renewable Generating Facility is [REDACTED] kW.  
**(This value may not exceed 1,500 kW.)**
- 2.5 The maximum (instantaneous) level of power that may be exported through the Point of Common Coupling by the Renewable Generating Facility to SCE's Distribution System is [REDACTED] kW. **Please supply estimate!**
- 2.6 The annual energy production of the Renewable Generating Facility, net of Station Use, measured by the NGOM is expected to be [REDACTED] kWh. **Please supply estimate!**
- 2.7 The annual energy exported through the Point of Common Coupling from the Producer's Premises identified in Appendix A beyond Producer's use is expected to be [REDACTED] kWh. **Please supply estimate!**
- 2.8 The Renewable Generating Facility's expected date of Initial Operation is [REDACTED].
- 2.9 Initial Operation Deadline
- a) Subject to any extensions made pursuant to Sections 2.9(b) or 2.9(c), and further subject to Section 2.9(d), Initial Operation must be no later than the earlier of (i) [sixty (60) days] {for Baseload} [one hundred twenty (120) days] {for Intermittent} from the Initial Synchronization Date, and (ii) eighteen (18) months from the date of PPA Effective Date ("Initial Operation Deadline").
  - b) If all of the interconnection facilities, transmission upgrades and new transmission facilities, if any, described in Producer's interconnection agreement and required to interconnect the Generating Facility to SCE's Distribution System have not been completed and placed into operation by the CAISO or the Transmission Provider on the estimated completion date set forth in Producer's interconnection agreement, then, upon SCE's receipt of Notice from Producer, which Notice must be provided at least sixty (60) days before the date that is eighteen (18) months from the PPA Effective Date, the Initial Operation Deadline shall be extended on a day-for-day basis until all of the interconnection facilities, transmission upgrades and new transmission facilities, if any, described in Producer's interconnection agreement and required to interconnect the Generating Facility to SCE's Distribution System have been completed and placed into operation by the CAISO or the Transmission Provider, except to the extent any delay in such completion and placement into operation results from Producer failing to complete its obligations, take all actions and meet all of its deadlines under Producer's interconnection agreement needed to ensure timely completion and operation of such interconnection facilities, transmission upgrades and new transmission facilities.
  - c) If Producer has not obtained Permit Approval on or before that date that is ninety (90) days before the date that is eighteen (18) months from the PPA Effective Date, then, upon SCE's receipt of Notice from Producer, which Notice must be provided at least sixty (60) days before the date that is eighteen (18) months from the PPA Effective Date, the Initial Operation Deadline shall be extended on a day-for-day basis until Producer obtains Permit Approval, except to the extent any such delay results from Producer failing to take all commercially reasonable actions to apply for and meet all of its requirements and deadlines to obtain such Permit Approval.
  - d) Notwithstanding anything in this Agreement to the contrary, the Initial Operation Deadline may not be later than twenty-four (24) months from the PPA Effective Date.

**CREST AGREEMENT  
SOUTHERN CALIFORNIA EDISON  
PRODUCER NAME  
ID Number**

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- 2.10 Producer hereby represents and warrants that the Renewable Generating Facility:  
**Please check all that apply.**
- Does** meet with the requirements for “Eligible Renewable Resource” as such term is used in Section 399.11 et seq. of the California Public Utilities Code.
  
  - Does** meet with both the requirements for “Cogeneration” as such term is used in Section 216.6 of the California Public Utilities Code and with the requirements for “Eligible Renewable Resource” as such term is used in Section 399.11 et seq. of the California Public Utilities Code.
  
  - Does** meet with both the requirements for a Small Power Producer Qualifying Facility pursuant to the regulations of the Federal Energy Regulatory Commission (18 Code of Federal Regulations Part 292, Section 292.203 et seq.) implementing the Public Utility Regulatory Policies Act of 1978 as Amended by the Energy Policy Act of 2005 and with the requirements for “Eligible Renewable Resource” as such term is used in Section 399.11 et seq. of the California Public Utilities Code.
3. **DOCUMENTS INCLUDED; DEFINED TERMS**  
This Agreement includes the following exhibits, which are specifically incorporated herein and made a part of this Agreement.
- Appendix A - Description of Renewable Generating Facility and Single-Line Diagram (Supplied by Producer)
  - Appendix B - A copy of Interconnection Facilities Financing and Ownership Agreement, if applicable (Supplied by SCE)

**CREST AGREEMENT  
SOUTHERN CALIFORNIA EDISON  
PRODUCER NAME  
ID Number**

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

4. **TERMINATION: REMEDIES**

- 4.1 SCE may terminate this Agreement on Notice, which termination becomes effective on the date specified by SCE in such Notice, if
  - a) Producer fails to take all corrective actions specified in any SCE Notice, within the time frame set forth in such Notice, that any Generating Facility is out of compliance with any term of this Agreement;
  - b) Producer fails to interconnect and Operate a Generating Facility, in accordance with the terms of this Agreement, within one hundred twenty (120) days after SCE delivers electric energy to such Generating Facility for Station Use;
  - c) Producer abandons any Generating Facility;
  - d) Electric output from any Generating Facility ceases for twelve (12) consecutive months;
  - e) The Term does not commence within eighteen (18) months of the Effective Date, subject to any extensions herein as to which Producer is the Claiming Party or under Section 2.9(b) and 2.9(c);
  - f) Producer or the owner of a Site applies for or participates in the California Solar Initiative or any net energy metering tariff with respect to any Generating Facility at such Site; or
  - g) Producer has not installed any of the equipment or devices necessary for any Generating Facility to satisfy the Gross Power Rating of such Generating Facility, as set forth in Section 2.3.
- 4.2 A Party may terminate this Agreement:
  - a) If any representation or warranty in this Agreement made by the other Party is false or misleading in any material respect when made or when deemed made or repeated if the representation or warranty is continuing in nature, if such misrepresentation or breach of warranty is not remedied within ten (10) Business Days after Notice thereof from the non-breaching Party to the breaching Party;
  - b) Except for an obligation to make payment when due, if there is a failure of the other Party to perform any material covenant or obligation set forth in this Agreement (except to the extent such failure provides a separate termination right for the non-breaching Party or to the extent excused by Force Majeure), if such failure is not remedied within thirty (30) days after Notice thereof from the non-breaching Party to the breaching Party;
  - c) If the other Party fails to make any payment due and owing under this Agreement, if such failure is not cured within five (5) Business Days after Notice thereof from the non-breaching Party to the breaching Party; or
  - d) In accordance with Section 19.4.
  - e) This Agreement automatically terminates on the Term End Date.
  - f) If a Party terminates this Agreement in accordance with Section 4, such Party will have the right to immediately suspend performance under this Agreement and pursue all remedies available at law or in equity against the other Party (including seeking monetary damages).

5. **RENEWABLE GENERATING FACILITY OPERATION**

- 5.1 Producer is responsible for Operating the Renewable Generating Facility in compliance with all of SCE Tariffs, including but not limited to Rule 21, and any other regulations and laws governing the Interconnection of the Renewable Generating Facility.
- 5.2 The Renewable Generating Facility Net Power Rating shall be less than or equal to 1,500 kW.
- 5.3 Producer shall not deliver reactive power to SCE's Distribution System unless the Parties have otherwise agreed in writing.
- 5.4 The Renewable Generating Facility shall be Operated with all of Producer's Protective Functions in service and in accordance with Prudent Electrical Practices whenever the Renewable Generating Facility is Operated in parallel with SCE's Distribution System. Any deviation from these requirements may occur only when the Parties have agreed to such deviations in writing.
- 5.5 For Renewable Generating Facility having a Net Power Rating equal to or greater than 500 kW, the Parties shall comply with the forecasting provisions of Appendix E.
- 5.6 SCE shall have ingress and egress to examine the Site and Generating Facility for purposes connected with this Agreement.

6. **BILLING AND PAYMENT**

- 6.1 The amount of energy purchased under this Agreement shall be determined by electrical meters and equipment owned, Operated, and maintained by SCE.
- 6.2 The Product Price, as set forth in Section 3 of Appendix H, shall equal the Market Price Referent ("MPR") most recently determined by the Commission prior to the Execution Date, using the project on-line year in which the date of actual Initial Operation occurs as described in Appendix H, and the Term as elected in Appendix H.

**Adopted 2011 Market Price Referents**

(Nominal - dollars/kWh)

<b>Resource Type</b>	<b>10-Year</b>	<b>15-Year</b>	<b>20-Year</b>	<b>25-Year</b>
2012 Baseload MPR	0.07688	0.08352	0.08956	0.09274
2013 Baseload MPR	0.08103	0.08775	0.09375	0.09695
2014 Baseload MPR	0.08454	0.09151	0.09756	0.10081
2015 Baseload MPR	0.08804	0.09520	0.10132	0.10464
2016 Baseload MPR	0.09156	0.09883	0.10509	0.10848
2017 Baseload MPR	0.09488	0.10223	0.10859	0.11206
2018 Baseload MPR	0.09831	0.10570	0.11218	0.11572
2019 Baseload MPR	0.10186	0.10928	0.11587	0.11946
2020 Baseload MPR	0.10550	0.11296	0.11965	0.12326
2021 Baseload MPR	0.10916	0.11675	0.12354	0.12712
2022 Baseload MPR	0.11299	0.12067	0.12752	0.13105
2023 Baseload MPR	0.11691	0.12469	0.13160	0.13504

- 6.3 Producer agrees to sell all electric energy produced by the Renewable Generating Facility as specified herein in Section 6.4 below together with all Green Attributes, Capacity Attributes and Resource Adequacy Benefits (collectively, the "Attributes") to SCE.
- 6.4 SCE shall pay Producer for all Attributes and all electrical energy, net of Station Use, measured by the Net Generation Output Meter ("NGOM") as defined in SCE's Rule 21 and located as shown on the Single-Line Diagram of Appendix A.
- 6.5 For the purpose of calculating monthly payments, the amount measured by the NGOM shall be time-differentiated according to the time period and season of the receipt of Product by SCE from Producer ("TOU Periods") and the pricing shall be weighted by the Energy Allocation Factors set forth in Appendix G.

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

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

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

Where:

- A = Product Price specified in Appendix H in \$/kWh.
- B = Energy Allocation Factor, set forth in Appendix G, for the TOU Period being calculated.
- C = The sum of energy recorded by the NGOM in all hours for the TOU Period being calculated in kWh.

- 6.6 SCE shall adjust the energy and demand amounts recorded by the SCE billing meter at the Point of Common Coupling, as defined in SCE's Rule 21, to reflect the net generation output amounts measured by the NGOM for purposes of billing the Producer in accordance with SCE's applicable Tariff rate schedule(s).
- 6.7 SCE shall determine the amount of energy received by SCE pursuant to this Agreement for each monthly period and provide a statement to Producer approximately thirty (30) days after each monthly meter reading date.

**CREST AGREEMENT  
SOUTHERN CALIFORNIA EDISON  
PRODUCER NAME  
ID Number**

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- 6.8 SCE shall not be obligated to issue a payment to Producer until the amount due for the energy received pursuant to this Agreement exceeds one thousand dollars (\$1000), except that SCE shall pay all amounts due to Producer pursuant to this Agreement at least once per calendar year no later than 30 days after the end of the calendar year.
- 6.9 Unless otherwise agreed in writing by the Parties, any payment due for Product received under this Agreement shall be satisfied by SCE issuing a check to Producer. Alternatively, SCE reserves the right, but shall not be obligated to apply any amount owed to Producer toward any amounts due to SCE from Producer for any charges incurred under this Agreement or for past due bills for electric service or for SCE services.
- 6.10 In the event adjustments to SCE's payments are required as a result of inaccurate metering equipment, SCE shall determine the correct amount of energy received under this Agreement during the period of inaccuracy and recompute the amount due to or from Producer. Any refund due and payable to SCE or due by SCE to Producer resulting from inaccurate metering shall be made within thirty (30) calendar days of SCE's Notice to Producer by SCE of the amount due.
- 6.11 Monthly charges, if any, associated with Interconnection Facilities shall be billed and paid pursuant to the applicable Interconnection Facilities Financing and Ownership Agreement in Appendix B and monthly charges, if any, associated with electric service provided by SCE shall be billed and paid pursuant to the applicable Tariffs filed by SCE with the Commission.
7. **INTERCONNECTION FACILITIES**
- 7.1 Producer and/or SCE, as appropriate, shall provide Interconnection Facilities that adequately protect SCE's Distribution System, personnel, and other persons from damage or injury, which may be caused by the Operation of Producer's Renewable Generating Facility.
- 7.2 Producer shall be solely responsible for the costs, design, purchase, construction, Operation, and maintenance of the Interconnection Facilities that Producer owns.
- 7.3 If the provisions of SCE's Rule 21, or any other Tariff approved by the Commission, require SCE to own and operate a portion of the Interconnection Facilities, Producer and SCE shall promptly execute an Interconnection Facilities Financing and Ownership Agreement that establishes and allocates responsibility for the design, installation, Operation, maintenance, and ownership of the Interconnection Facilities. This agreement shall be attached to and made a part of this Agreement as Appendix B.
8. **CURTAILMENT**
- 8.1 Producer shall promptly curtail the production of the Generating Facility: (i) upon Notice from SCE that SCE has been instructed by the CAISO or the Transmission Provider to curtail energy deliveries; (ii) upon Notice that Producer has been given a curtailment order or similar instruction in order to respond to an Emergency; (iii) if no Schedule was awarded in either the Day-Ahead Market or the Real-Time Market and SCE notifies Producer to curtail the production of the Generating Facility; or (iv) if SCE issues an OSGC Order.
- 8.2 For each day of the Term, if no CAISO Schedule is awarded for the Forecasted energy in both the Day-Ahead Market and Real-Time Market for such day, and the Generating Facility has not been curtailed pursuant to Section 8.1(i) or (ii), then, so long as Producer's actual availability establishes that the Generating Facility would have been able to deliver but for the fact a CAISO Schedule was not awarded, SCE shall pay Producer the Product Price, as adjusted by Appendix G, for the amount of energy Producer would have been able to deliver but for the fact that Producer did not receive a CAISO Schedule. The amount of energy that could have been delivered will be determined in accordance with Section 8.4.
- 8.3 If SCE bids the energy from the Generating Facility into the Day-Ahead Market or Real-Time Market and the CAISO awards a CAISO Schedule as a result of that bid, SCE shall have the right, but not the obligation, to order Producer to curtail the delivery of energy (an "Over-Schedule Generation Curtailment Order" or "OSGC Order") in excess of a CAISO Schedule awarded pursuant to this Section 8.3 (the "Over-Schedule Generation Curtailment Quantity" or "OSGC Quantity"). SCE shall pay Producer the Product Price, as adjusted by Appendix G, for the OSGC Quantity Producer would have been able to deliver but for the fact that SCE issued an OSGC Order. The amount of energy that could have been delivered will be determined in accordance with Section 8.4.



**CREST AGREEMENT  
SOUTHERN CALIFORNIA EDISON  
PRODUCER NAME  
ID Number**

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- 8.4 SCE shall estimate the amount of energy the Generating Facility would have been able to deliver under Sections 8.2 and 8.3. SCE shall apply accepted industry standards in making such an estimate and take into consideration the actual availability of the Generating Facility, past performance of the Generating Facility, meteorological data, solar irradiance data (if applicable), and any other relevant information. Producer shall cooperate with SCE's requests for information associated with any estimate made hereunder. SCE's estimates under this Section 8 for the amount of energy that the Generating Facility would have been able to deliver under Sections 8.2 and 8.3 will be determined in SCE's sole discretion.
9. DEVELOPMENT SECURITY.
- 9.1 On or before the thirtieth (30<sup>th</sup>) day following the Effective Date, Producer shall post and thereafter maintain a development fee (the "Development Security") equal to twenty dollars (\$20) for each kilowatt of the Gross Power Rating. The Development Security will be held by SCE and must be in the form of either a cash deposit or the Letter of Credit. If Producer establishes the Development Security in the form of a cash deposit, SCE shall make monthly Simple Interest Payments to Producer in accordance with the terms of this Agreement.
- 9.2 If, on or before Initial Operation, Producer:
- a) Demonstrates to SCE's satisfaction that Producer has installed all of the equipment or devices necessary for the Generating Facility to satisfy the Gross Power Rating of such Generating Facility, SCE shall return the Development Security to Producer within thirty (30) days of the Initial Operation;
  - b) Has not installed any of the equipment or devices necessary for any Generating Facility to satisfy any of the Gross Power Rating, Producer shall forfeit, and SCE shall have the right to retain, the entire Development Security and terminate this Agreement; or
  - c) Has installed only a portion of the equipment or devices necessary for a Generating Facility to satisfy the Gross Power Rating of such Generating Facility, SCE shall return, within thirty (30) days of the Initial Operation, only the portion of the Development Security equal to the product of twenty dollars (\$20) per kW of the portion of the Gross Power Rating available to deliver the Product to SCE at the Point of Common Coupling. This Section 9.2 is subject to any extension of Initial Operation as to which Producer is the Claiming Party or under Section 2.9(b) and 2.9(c).
10. LIMITATION OF LIABILITY
- Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.
11. INSURANCE
- 11.1 In connection with Producer's performance of its duties and obligations under this Agreement, Producer shall maintain, during the term of this Agreement, general liability insurance with a combined single limit of not less than:
- a) Two million dollars (\$2,000,000) for each occurrence if the Gross Power Rating of Producer's Renewable Generating Facility is greater than one hundred (100) kW;
  - b) One million dollars (\$1,000,000) for each occurrence if the Gross Power Rating of Producer's Renewable Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; and
  - c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Power Rating of Producer's Renewable Generating Facility is twenty (20) kW or less.
  - d) Two hundred thousand dollars (\$200,000) for each occurrence if the Gross Power Rating of Producer's Renewable Generating Facility is ten (10) kW or less and Producer's Renewable Generating Facility is connected to an account receiving residential service from SCE.
- Such general liability insurance shall include coverage for "Premises-Operations, Owners and Contractors Protective, Products/Completed Operations Hazard, Explosion, Collapse, Underground, Contractual Liability, and Broad Form Property Damage including Completed Operations."

**CREST AGREEMENT  
SOUTHERN CALIFORNIA EDISON  
PRODUCER NAME  
ID Number**

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- 11.2 The general liability insurance required in Section 11.1 shall, by endorsement to the policy or policies, a) include SCE as an additional insured; b) contain a severability of interest clause or cross-liability clause; c) provide that SCE shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for payment of premium for such insurance; and d) provide for thirty (30) calendar days' written notice to SCE prior to cancellation, termination, alteration, or material change of such insurance.
- 11.3 If Producer's Renewable Generating Facility is connected to an account receiving residential service from SCE and the requirement of Section 11.2 a) prevents Producer from obtaining the insurance required in Section 11.1, then upon Producer's written Notice to SCE in accordance with Section 12.1, the requirements of Section 11.2 a) shall be waived.
- 11.4 Evidence of the insurance required in Section 11.2 shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by SCE.
- 11.5 Producer agrees to furnish the required certificates and endorsements to SCE prior to Initial Operation. SCE shall have the right to inspect or obtain a copy of the original policy or policies of insurance.
- 11.6 If Producer is self-insured with an established record of self-insurance, Producer may comply with the following in lieu of Sections 11.1 through 11.4:
- a) Producer shall provide to SCE, at least thirty (30) calendar days prior to the date of Initial Operation, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required under Section 11.1.
  - b) If Producer ceases to self-insure to the level required hereunder, or if Producer is unable to provide continuing evidence of Producer's ability to self-insure, Producer agrees to immediately obtain the coverage required under Section 11.1.
- 11.7 All insurance certificates, statements of self insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued, clearly labeled with agreement ID number and submitted to the following:
- Southern California Edison Company  
Attention: Vice President, Renewable & Alternative Power  
Address: 2244 Walnut Grove Avenue  
P.O.: Box 800  
City: Rosemead, CA 91770

**12. NOTICES**

- 12.1 Any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:
- If to SCE: Southern California Edison Company  
Attention: Vice President, Renewable & Alternative Power  
Address: 2244 Walnut Grove Avenue  
P.O.: Box 800  
City: Rosemead, CA 91770
- Phone: (626) 302-1212  
FAX: (626) 302-9622
- If to Producer: Producer Name: [REDACTED]  
Address: [REDACTED]  
City: [REDACTED]  
Phone: ( ) [REDACTED]  
FAX: ( ) [REDACTED]
- 12.2 A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 12.1.

**CREST AGREEMENT  
SOUTHERN CALIFORNIA EDISON  
PRODUCER NAME  
ID Number**

---

- 12.3 All Notices must reference the agreement ID number set forth on the first page of this Agreement.
- 12.4 Notices (other than forecasts and schedules) shall, unless otherwise specified herein, be in writing and may be delivered in person, United States mail or overnight courier service.
- 12.5 Notice by hand delivery shall be effective at the close of business on the day actually received, if received during business hours on a Business Day, and otherwise shall be effective at the close of business on the next Business Day, unless a different date for the Notice to go into effect is stated in another section of this Agreement.
- 12.6 Notice by overnight United States mail or courier shall be effective on the next Business Day after it was sent.
- 12.7 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by Notice provided in accordance herewith.
13. **REVIEW OF RECORDS AND DATA**
- 13.1 SCE shall have the right to review and obtain copies of Producer's operations and maintenance records, logs, or other information such as, but not limited to, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Producer's Renewable Generating Facility or its Interconnection with SCE's Distribution System.
- a) Producer authorizes SCE to release to the CEC and/or the Commission information regarding the Renewable Generating Facility, including the Producer's name and location, and the size, location and operational characteristics of the Renewable Generating Facility, the Term, the ERR type, the Initial Operation Date and the Net Power Rating of the Renewable Generating Facility, as requested from time to time pursuant to the CEC's or Commission's rules and regulations.
14. **ASSIGNMENT**
- Producer may not assign this Agreement or its rights or obligations under this Agreement without SCE's prior written consent, which consent will not be unreasonably withheld; provided, however, that Producer may, without SCE's consent (and without relieving Producer from liability under this Agreement), transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof to its Lender in connection with any financing for a Generating Facility if (i) such Lender assumes the payment and performance obligations provided under this Agreement with respect to Producer, (ii) such Lender agrees in writing to be bound by the terms and conditions of this Agreement, and (iii) Producer delivers such tax and enforceability assurance as SCE may reasonably request. Any assignment of this Agreement by Producer without SCE's written consent is not valid.
15. **NON-WAIVER**
- None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.
16. **GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF SCE's TARIFF RATE SCHEDULES, DEFINED TERMS**
- 16.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction. Each Party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this Agreement.

**CREST AGREEMENT  
SOUTHERN CALIFORNIA EDISON  
PRODUCER NAME  
ID Number**

---

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

16.3 When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement, Appendix F; in SCE's Rule 1 or Rule 21, Section C; or SCE's Schedule CREST. If any term is defined in both Rule 1 and Rule 21, the definition in Rule 21 shall prevail. If any term is defined in both Schedule CREST and this Agreement, the definition in Schedule CREST shall prevail. (T)

**17. AMENDMENTS AND MODIFICATION**

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

**18. ENTIRE AGREEMENT**

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

**19. FORCE MAJEURE**

19.1 Neither Party shall be in default in the performance of any of its obligations set forth in this Agreement, except for obligations to pay money, when and to the extent failure of performance is caused by Force Majeure.

19.2 If a Party, because of Force Majeure, is rendered wholly or partly unable to perform its obligations when due under this Agreement, such Party (the "Claiming Party") shall be excused from whatever performance is affected by the Force Majeure to the extent so affected. In order to be excused from its performance obligations under this Agreement by reason of Force Majeure:

- a) The Claiming Party, on or before the fourteenth (14th) day after the initial occurrence of the claimed Force Majeure, must give the other Party Notice describing the particulars of the occurrence; and
- b) The Claiming Party must provide timely evidence reasonably sufficient to establish that the occurrence constitutes Force Majeure as defined in this Agreement.

19.3 The suspension of the Claiming Party's performance due to Force Majeure may not be greater in scope or longer in duration than is required by such Force Majeure. In addition, the Claiming Party shall use diligent efforts to remedy its inability to perform. When the Claiming Party is able to resume performance of its obligations under this Agreement, the Claiming Party shall give the other Party prompt Notice to that effect.

19.4 The non-Claiming Party may terminate this Agreement on at least five (5) Business Days' prior Notice, in the event of Force Majeure which materially interferes with such Party's ability to perform its obligations under this Agreement and which extends for more than 365 consecutive days, or for more than a total of 365 days in any consecutive 540-day period.

**CREST AGREEMENT  
SOUTHERN CALIFORNIA EDISON  
PRODUCER NAME  
ID Number**

---

20. **INDEMNIFICATION**

- 20.1 Each Party as indemnitor shall defend, save harmless and indemnify the other Party and the directors, officers, employees, and agents of such other Party against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect, or consequential loss, liability, damage, claim, cost, charge, demand, or expense, including reasonable attorneys' fees) for injury or death to persons, including employees of either Party, and physical damage to property including property of either Party arising out of or in connection with the negligence or willful misconduct of the indemnitor relating to its obligations under this Agreement. This indemnity applies notwithstanding the active or passive negligence of the indemnitee; provided, however, that neither Party is indemnified under this Agreement for its loss, liability, damage, claim, cost, charge, demand or expense to the extent resulting from its own negligence or willful misconduct.
- 20.2 Producer shall defend, save harmless and indemnify SCE, its directors, officers, employees, and agents, assigns, and successors in interest, for and against any penalty imposed upon SCE to the extent caused by Producer's failure to fulfill its obligations as set forth in Section 6.3.
- 20.3 Each Party releases and shall defend, save harmless and indemnify the other Party from any and all loss, liability, damage, claim, cost, charge, demand or expense arising out of or in connection with any breach made by the indemnifying Party of its representations, warranties and covenants in Sections 2.10 and 18, and Appendices C and D. Notwithstanding anything to the contrary in this Agreement, if Producer fails to comply with the provisions of Section 11, Producer shall, at its own cost, defend, save harmless and indemnify SCE, its directors, officers, employees, and agents, assigns, and successors in interest, from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including any direct, indirect, or consequential loss, damage, claim, cost, charge, demand, or expense, including reasonable attorneys' fees and other costs of litigation), resulting from injury or death to any individual or damage to any property, including the personnel or property of SCE, to the extent that SCE would have been protected had Producer complied with all of the provisions of Section 11. The inclusion of this Section 20.3 is not intended to create any express or implied right in Producer to elect not to provide the insurance required under Section 11.
- 20.4 All indemnity rights survive the termination of this Agreement for 12 months.

21. **SIGNATURES**

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

**PRODUCER'S NAME**

SOUTHERN CALIFORNIA  
EDISON COMPANY

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: Vice President of Renewable &  
Alternative Power

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CREST AGREEMENT  
SOUTHERN CALIFORNIA EDISON  
PRODUCER NAME  
ID Number**

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

**CREST AGREEMENT  
SOUTHERN CALIFORNIA EDISON  
PRODUCER NAME  
ID Number**

---

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

**APPENDIX C**

(Generating Facilities in service after January 1, 2002)

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

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

Producer warrants that, beginning on the date of Initial Operation and continuing throughout the Term of this Agreement, its Renewable Generating Facility shall continue to comply with the ERR Requirements and RPS Requirements. If Producer becomes aware that the Renewable Generating Facility or its output has ceased to comply with the ERR Requirements or RPS Requirements, Producer shall promptly provide SCE with Notice of such change pursuant to Section 12 of the Agreement. If at any time during the Term of this Agreement SCE determines in its reasonable discretion that Producer's Renewable Generating Facility may no longer comply with the ERR Requirements or RPS Requirements, SCE may require Producer to provide evidence that the Renewable Generating Facility continues to comply with the ERR Requirements and RPS Requirements within 15 business days of SCE's Notice requesting such evidence. Additionally, SCE may periodically (typically, once per year) inspect Producer's Renewable Generating Facility and/or require documentation from Producer to monitor the Renewable Generating Facility's compliance with the ERR Requirements and RPS Requirements. If SCE determines in its reasonable judgment that Producer either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Renewable Generating Facility continues to comply with the ERR Requirements or RPS Requirements, then the Eligible Renewable Resource Status (the "ERR Status") or Renewables Portfolio Standard Status (the "RPS Status") of the Renewable Generating Facility shall be deemed ineffective until such time as Producer again demonstrates to SCE's reasonable satisfaction that the Renewable Generating Facility complies with the requirements for a Eligible Renewable Resource Generation Facility or RPS Requirements (the "ERR/RPS Status Change").

SCE shall revise its records and the administration of this Agreement to reflect the ERR/RPS Status Change and provide Notice to Producer of the ERR/RPS Status Change pursuant to Section 12 of this Agreement. Such Notice shall specify the effective date of the ERR/RPS Status Change. This date shall be the first day of the calendar month for which SCE determines in its sole discretion that the Renewable Generating Facility first ceased to comply with the ERR Requirements or RPS Requirements. SCE's Notice shall include an invoice for the refund of payments that were made to Producer during the period between the effective date of the ERR/RPS Status Change and the date of the last Notice in reliance upon Producer's representations that the Renewable Generating Facility complied with the ERR Requirements and RPS Requirements and therefore was eligible to sell power to SCE as a result of satisfying the ERR Requirements and RPS Requirements.

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

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



**APPENDIX D**

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

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

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

Producer warrants that, beginning on the date of Initial Operation and continuing throughout the Term of this Agreement, the Renewable Generating Facility shall continue to comply with such SPP QF Requirements. If Producer becomes aware that its Renewable Generating Facility has ceased to comply with the SPP QF Requirements, Producer shall promptly provide SCE with Notice of such change pursuant to Section 12 of the Agreement. If at any time during the Term of this Agreement SCE determines in its reasonable discretion that Producer's Renewable Generating Facility may no longer comply with the SPP QF Requirements, SCE may require Producer to provide evidence that the Renewable Generating Facility continues to comply with the SPP QF Requirements within 15 business days of SCE's Notice requesting such evidence. Additionally, SCE may periodically (typically, once per year) inspect Producer's Renewable Generating Facility and/or require documentation from Producer to monitor the Renewable Generating Facility's compliance with the SPP QF Requirements. If SCE determines in its reasonable judgment that Producer either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Renewable Generating Facility continues to comply with the SPP QF Requirements, then the Small Power Producer Qualifying Facility Status (the "SPP QF Status") of the Renewable Generating Facility shall be deemed ineffective until such time as Producer again demonstrates to SCE's reasonable satisfaction that the Renewable Generating Facility complies with the requirements for a Small Power Producer Qualifying Facility (the "SPP QF Status Change").

SCE shall revise its records and the administration of this Agreement to reflect the SPP QF Status Change and provide Notice to Producer of the SPP QF Status Change pursuant to Section 12 of this Agreement. Such Notice shall specify the effective date of the SPP QF Status Change. This date shall be the first day of the calendar month for which SCE determines in its sole discretion that the Renewable Generating Facility first ceased to comply with the SPP QF Requirements. SCE's Notice shall include an invoice for the refund of payments that were made to Producer during the period between the effective date of the SPP QF Status Change and the date of the last Notice in reliance upon Producer's representations that the Renewable Generating Facility complied with the SPP QF Requirements and therefore was eligible to sell power to SCE as a result of satisfying the SPP QF Requirements.

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

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

**APPENDIX E**

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

1. Introduction.

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

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

2. Procedures.

(a) Weekly Forecasting Procedures.

(i) Producer's Forecasting Responsibilities.

Producer must meet all of the following requirements specified below:

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

The Energy Forecast submitted to SCE shall:

- a) Not include any anticipated or expected electric energy losses between the Net Generation Output Meter and the Point of Common Coupling;
  - b) Be constructed using file formats, templates, and naming conventions agreed to by the Parties.
  - c) Include Producer's contact information.
  - d) Be sent to [presched@sce.com](mailto:presched@sce.com) with a copy to [electrade@sce.com](mailto:electrade@sce.com) or through SCE-provided software, or as otherwise instructed by SCE.
  - e) Limit hour-to-hour forecast changes to no less than one hundred (100) kW.
- (2) If Producer revises any Energy Forecast submitted pursuant to Item 2(a)(i)(1) the revision in the Energy Forecast shall be communicated by Producer to SCE's Day-Ahead Group no later than 8:30 a.m. the day prior to the effective date of the revision.

**CREST AGREEMENT  
SOUTHERN CALIFORNIA EDISON  
PRODUCER NAME  
ID Number**

---

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

Scheduling Desk:

Phone: (626) 307-4420

Backup: (626) 307-4425

Fax: (626) 307-4413

Email: [presched@sce.com](mailto:presched@sce.com)

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

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

Operations Desk:

Phone: (626) 307-4453

Back-up: (626) 307-4410

Fax: (626) 307-4416

Email: [presched@sce.com](mailto:presched@sce.com)

(b) 30-Day Forecasting Procedures.

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

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

These files shall:

- (1) Be constructed using reasonable file formats, templates, and naming conventions agreed to by the Parties.
- (2) Include Producer's contact information.
- (3) Be sent to [esmstpoutage@sce.com](mailto:esmstpoutage@sce.com) with a copy to [presched@sce.com](mailto:presched@sce.com) or through SCE-provided software, or as otherwise instructed by SCE.
- (4) Limit hour-to-hour forecast changes to no less than one hundred (100) kW.

- (ii) Producer shall update the rolling 30-day hourly forecast weekly by 5:00 PM each Wednesday and send to [esmstpoutage@sce.com](mailto:esmstpoutage@sce.com) with a copy to [presched@sce.com](mailto:presched@sce.com) or use an SCE provided web client (the "Web Client") if it is available.

**CREST AGREEMENT  
SOUTHERN CALIFORNIA EDISON  
PRODUCER NAME  
ID Number**

---

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

3. Outage Scheduling Procedures.

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

## **APPENDIX F**

### **Definitions**

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

1. "Agreement" has the meaning set forth in the Preamble.
2. "Applicable Law" means all constitutions, treaties, laws, ordinances, rules, regulations, interpretations, permits, judgments, decrees, injunctions, writs and orders of any Governmental Authority or arbitrator that apply to any Party, a Generating Facility or the terms of this Agreement.
3. "Attributes" has the meaning set forth in Section 6.3.
4. "Business Day" means any day except a Saturday, Sunday, a Federal Reserve Bank holiday, or the Friday following Thanksgiving. A Business Day shall begin at 8:00 a.m. and end at 5:00 p.m. local time for the Party sending the Notice or payment or performing a specified action.
5. "CAISO" means the California Independent System Operator Corporation or successor entity that dispatches certain generating units and loads and controls the transmission facilities of entities that:
  - a) Own, operate and maintain transmission lines and associated facilities or have entitlements to use certain transmission lines and associated facilities; and
  - b) Have transferred to the CAISO or its successor entity operational control of such facilities or entitlements.
6. "CAISO Schedule," "CAISO Scheduled" or "CAISO Scheduling" means the action of SCE in submitting bids to the CAISO and receiving all CAISO markets results from the CAISO; *provided*, that a CAISO market result where the Generating Facility is instructed to deliver zero (0) kWhs is not considered a "CAISO Schedule" for purposes of this Agreement.
7. "CAISO Tariff" means the California Independent System Operator Corporation Operating Agreement and Tariff, including the rules, protocols, procedures and standards attached thereto, as the same may be amended or modified from time-to-time and approved by FERC.
8. "California Solar Initiative" means the California Solar Initiative Program implemented and overseen by the CPUC, and as may be revised from time to time.
9. "Capacity Attributes" means any and all current or future defined characteristics, certificates, tag, credits, ancillary service attributes, or accounting constructs, howsoever entitled, including any accounting construct counted toward any resource adequacy requirements, attributed to or associated with the Renewable Generating Facility or any unit of generating capacity of the Renewable Generating Facility during the Term.
10. "CEC" means the California Energy Commission.
11. "Claiming Party" has the meaning set forth in Section 19.2.
12. "Commission" means the California Public Utilities Commission.
13. "CPUC" means the California Public Utilities Commission.
14. "Credit Rating" means with respect to any entity, on the relevant date of determination, the respective ratings then assigned to such entity's unsecured, senior long-term debt or deposit obligations (not supported by third party credit enhancement) by S&P, Fitch or Moody's. If no rating is assigned to such entity's unsecured, senior long-term debt or deposit obligation by S&P, Fitch or Moody's, then "Credit Rating" means the general corporate credit rating or long-term issuer rating assigned by the other two ratings agencies.
15. "CREST" means California Renewable Energy Small Tariff the SCE Tariff schedule that expands Tariff Schedule WATER to Eligible Customers.
16. "Day-Ahead Market" has the meaning set forth in the CAISO Tariff.
17. "Development Security" has the meaning set forth in Section 9.1.
18. "Effective Date" or "PPA Effective Date" has the meaning set forth in Section 21.
19. "Eligible Customer" has the meaning set forth in Tariff Schedule CREST.

**CREST AGREEMENT  
SOUTHERN CALIFORNIA EDISON  
PRODUCER NAME  
ID Number**

- 
20. "Emergency" means (i) an actual or imminent condition or situation which jeopardizes the integrity of the electric system or the integrity of any other systems to which the electric system is connected or any condition so defined and declared by the CAISO; or (ii) an emergency condition as defined under an interconnection agreement and any abnormal interconnection or system condition that requires automatic or immediate manual action to prevent or limit loss of load or generation supply, that could adversely affect the reliability of the electric system or generation supply, that could adversely affect the reliability of any interconnected system, or that could otherwise pose a threat to public safety.
21. "Energy Forecast" has the meaning set forth in Appendix E.
22. "ERR" means a generating facility that qualifies as an eligible renewable electric energy resource for purposes of the RPS Legislation.
23. "ERR Requirements", "ERR Status", "ERR/RPS Status Change" and "ERR Warranty" have the meanings set forth in Appendix C.
24. "Execution Date" means the date of Producer's signature in Section 21 and compliance with the eligibility requirements of Schedule CREST and any applicable Commission decision with respect to Schedule CREST.
25. "FERC" means the Federal Energy Regulatory Commission.
26. "Fitch" means Fitch Ratings Ltd. or its successor.
27. "Force Majeure" means any event or circumstance (that is not anticipated as of the Effective Date) to the extent beyond the control of, and not the result of the negligence of, or caused by, the Party seeking to have its performance obligation excused thereby, which by the exercise of due diligence such Party could not reasonably have been expected to avoid and which by exercise of due diligence it has been unable to overcome. Force Majeure does not include: (i) a failure of performance of any individual or entity, including any individual or entity providing electric transmission or distribution service or fuel transportation to a Generating Facility, except to the extent that such failure was caused by an event that would otherwise qualify as Force Majeure; (ii) failure to timely apply for or obtain Permits or other credits required to Operate a Generating Facility; (iii) breakage or malfunction of equipment (except to the extent that such failure was caused by an event that would otherwise qualify as Force Majeure); (iv) the lack of wind, solar irradiation or other fuel source of an inherently intermittent nature; or (v) any delay in providing, or cancellation of interconnection service.
28. "Forecast", "Forecast Requirements" and "Forecast Procedures" have the meanings set forth in Appendix E.
29. "Generating Facility" means Producer's Renewable and Non-renewable Generating Facilities, as more particularly described in Appendix A, together with all materials, equipment systems, structures, features and improvements necessary to produce electric energy at such facility, excluding the Site, land rights and interests in land.
30. "Governmental Authority" means:
- a) Any federal, state, local, municipal or other government;
  - b) Any governmental, regulatory or administrative agency, commission, or other authority lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; or
  - c) Any court or governmental tribunal.
31. "Green Attributes" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Generating Facility unit(s) and its displacement of conventional energy generation. Green Attributes include but are not limited to Renewable Energy Credits, as well as:
- a) Any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SO<sub>x</sub>), nitrogen oxides (NO<sub>x</sub>), carbon monoxide (CO) and other pollutants;
  - b) Any avoided emissions of carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere;

**CREST AGREEMENT  
SOUTHERN CALIFORNIA EDISON  
PRODUCER NAME  
ID Number**

---

- c) The reporting rights to these avoided emissions, including, without limitation, such as Green Tag Reporting Rights; and
- d) Other tradable rights.

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

Green Attributes do not include:

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

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

32. "Gross Power Rating" means the value, in kW, set forth in Section 2.3.

**CREST AGREEMENT  
SOUTHERN CALIFORNIA EDISON  
PRODUCER NAME  
ID Number**

---

33. "Initial Operation" means the date the Renewable Generating Facility first Interconnects and Operates in parallel with SCE's Distribution System and the NGOM records electric energy received by SCE from the Renewable Generating Facility.
34. "Initial Operation Deadline" has the meaning set forth in Section 2.9
35. "Initial Synchronization" means the Generating Facility is operating in parallel with SCE's Distribution System and the first kWh of electric energy is measured by the NGOM, or SCE Meter, as applicable.
36. "Interconnect" or "Interconnection" have the meanings set forth in SCE's Rule 21 or the WDAT, as applicable.
37. "Interconnection Facilities Financing and Ownership Agreement" means that certain agreement between Producer and SCE attached hereto as Appendix B.
38. "Interest Rate" means an annual rate equal to the rate published in The Wall Street Journal as the "Prime Rate" (or, if more than one rate is published, the arithmetic mean of such rates) as of the date payment is due plus two (2) percentage points; *provided, however*, that in no event will the Interest Rate exceed the maximum interest rate permitted by Applicable Laws.
39. "kW" means a kilowatt ( 1,000 watts) of electric power.
40. "kWh" means a kilowatt-hour ( 1,000 watt-hours) of electric energy.
41. "Lender" means any financial institutions or successors in interest or assignees that provide(s) development, bridge, construction, permanent debt or tax equity financing or refinancing for the Generating Facility to Producer.
42. "Letter of Credit" means an irrevocable, nontransferable standby letter of credit provided by Producer from an issuer acceptable to SCE that is either a U.S. commercial bank or a U.S. branch of a foreign bank with the bank having a Credit Rating of at least "A-" from S&P and Fitch and "A3" from Moody's, in a form approved by SCE. Producer must bear the costs of all Letters of Credit.
43. "Market Price Referent" or "MPR" means the market price referent applicable to this Agreement as determined by the CPUC in accordance with California Public Utilities Code Section 399.15 for the Term as set forth in Section 6.2.
44. "Moody's" means Moody's Investor Services, Inc.
45. "Net Generation Output Meter" or "NGOM" has the meaning set forth in SCE's Rule 21.
46. "Net Power Rating" is the value Gross Power Rating minus Station Use, in kW. The Net Power Rating shall not exceed 1,500 kW per California Public Utilities Code Section 399.20(h).
47. "Non-renewable Generating Facility" means Producer's electric generating facility that exists on the Premises identified in Appendix A, but does not comply with the requirements set forth in Appendix C or Appendix D.
48. "Notice" has the meaning set forth in Section 12.1.
49. "Operate," "Operating" or "Operation" means to provide (or the provision of) all the operation, engineering, purchasing, repair, supervision, training, inspection, testing, protection, use, management, improvement, replacement, refurbishment, retirement, and maintenance activities associated with operating the Generating Facility in accordance with Prudent Electrical Practices.



**CREST AGREEMENT  
SOUTHERN CALIFORNIA EDISON  
PRODUCER NAME  
ID Number**

---

50. "Party" or "Parties" have the meaning set forth in the Preamble.
51. "Permit" or "Permits" means all applications, approvals, authorizations, consents, filings, licenses, orders, permits or similar requirements imposed by any Governmental Authority, or the CAISO, in order to develop, construct, operate, maintain, improve, refurbish and retire the Generating Facility or to Schedule and deliver the electric energy produced by the Generating Facility to SCE, including the Authority to Construct permit.  
Permits includes the documentation required by California Public Utilities Code Section 28121 for Producers subject to Section 2802 for hydroelectric Renewable Generating Facilities.
52. "Permit Approval" means approval by the relevant regulatory agencies of any Permit and shall be deemed obtained upon the issuance of such Permit, and shall not be invalidated by the pendency of an appeal or other post-issuance challenge to the issuance of the Permit.
53. "Point of Common Coupling" has the meaning set forth in SCE's Rule 21.
54. "Premises" means all of the real property and apparatus employed in a single enterprise on an integral parcel of land undivided, excepting in the case of industrial, agricultural, oil field, resort enterprises, and public or quasi-public institutions, by a dedicated street, highway, or other public thoroughfare, or a railway. Automobile parking lots constituting a part of and adjacent to a single enterprise may be separated by an alley from the remainder of the premises served.
55. "Producer" has the meaning set forth in the Preamble.
56. "Product" means:
- a) All electric power and energy produced by the Renewable Generating Facility, net of Station Use of the Renewable Generating Facility; and
  - b) All associated Environmental Attributes, Capacity Attributes, Renewable Energy Credits and Resource Adequacy Benefits.
57. "Product Price" for this Agreement has the meaning set forth in Section 6.2.
58. "Protective Functions" has the meaning set forth in SCE's Rule 21.
59. "Prudent Electrical Practices" means those practices, methods and acts that would be implemented and followed by prudent operators of electric energy generating facilities in the Western United States, similar to the Generating Facility, during the relevant time period, which practices, methods and acts, in the exercise of prudent and responsible professional judgment in the light of the facts known at the time the decision was made, could reasonably have been expected to accomplish the desired result consistent with good business practices, reliability and safety.

Prudent Electrical Practices shall include, at a minimum, those professionally responsible practices, methods and acts described in the preceding sentence that comply with manufacturers' warranties, restrictions in this Agreement, and the requirements of Governmental Authorities, WECC standards, the CAISO and applicable laws.

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

- a) Equipment, materials, resources, and supplies, including spare parts inventories, are available to meet the Generating Facility's needs;
- b) Sufficient operating personnel are available at all times and are adequately experienced and trained and licensed as necessary to operate the Generating Facility properly and efficiently, and are capable of responding to reasonably foreseeable emergency conditions at the Generating Facility and emergencies whether caused by events on or off the Site;
- c) Preventive, routine, and non-routine maintenance and repairs are performed on a basis that ensures reliable, long term and safe operation of the Generating Facility, and are performed by knowledgeable, trained, and experienced personnel utilizing proper equipment and tools;
- d) Appropriate monitoring and testing are performed to ensure equipment is functioning as designed;

**CREST AGREEMENT  
SOUTHERN CALIFORNIA EDISON  
PRODUCER NAME  
ID Number**

---

- e) Equipment is not operated in a reckless manner, in violation of manufacturer's guidelines or in a manner unsafe to workers, the general public, or SCE's electric system or contrary to environmental laws, permits or regulations or without regard to defined limitations such as, flood conditions, safety inspection requirements, operating voltage, current, volt ampere reactive (VAR) loading, frequency, rotational speed, polarity, synchronization, and control system limits; and
  - f) Equipment and components designed and manufactured to meet or exceed the standard of durability that is generally used for electric energy generating facilities operating in the Western United States and will function properly over the full range of ambient temperature and weather conditions reasonably expected to occur at the Site and under both normal and emergency conditions.
60. "Real-Time Market" has the meaning set forth in the CAISO Tariff.
61. "Renewable Energy Credit" has the meaning set forth in California Public Utilities Code Section 399.12(g), as may be amended from time to time or is further defined or supplemented by law.  
"Renewable Energy Credit" has the meaning set forth in California Public Utilities Code Section 399.12(g), as may be amended from time to time or is further defined or supplemented by law.  
"Renewable Generating Facility" means all of Producer's electric generating facilities as more particularly described in Appendix A, together with all materials, equipment systems, structures, features and improvements necessary to produce electric energy at such facility, (excluding the Site, land rights and interests in land) located at the Premises identified in Appendix A and complying with the requirements of Appendix C or Appendix D for the entire Term of this Agreement.
62. "Resource Adequacy Benefits" means the rights and privileges attached to the Generating Facility that satisfy any entity's resource adequacy obligations, as those obligations are set forth in any Resource Adequacy Rulings and shall include any local, zonal or otherwise locational attributes associated with the Generating Facility.
63. "Resource Adequacy Rulings" means CPUC Decisions 04-01-050, 04-10-035, 05-10-042, 06-06-064, 06-07-031 and any subsequent CPUC ruling or decision, or any other resource adequacy laws, rules or regulations enacted, adopted or promulgated by any applicable Governmental Authority, as such decisions, rulings, laws, rules or regulations may be amended or modified from time-to-time during the Term.
64. "RPS Legislation" means the State of California Renewable Portfolio Standard Program, as codified at California Public Utilities Code Section 399.11, et seq.

**CREST AGREEMENT  
SOUTHERN CALIFORNIA EDISON  
PRODUCER NAME  
ID Number**

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65. "RPS Requirements" and "RPS Status" have the same meanings set forth in Appendix C.
66. "Rule" means Tariff sheets which set forth the application of all rates, charges, and service when such applicability is not set forth in and as part of the rate schedules.
67. "S&P" means the Standard & Poor's Rating Group.
68. "SCE" has the meaning set forth in the Preamble.
69. "Schedule," "Scheduled" or "Scheduling" means the action of Producer and SCE, or their designated representatives of notifying, requesting, and confirming to each other the Forecast of electric energy from the Generating Facility being received by SCE at the Net Generation Output Meter.
70. "Schedule CREST" refers to one or more Tariff sheets setting forth the charges and conditions for a customer taking service from SCE under this Tariff who meets the definition of an Eligible Customer who owns and operates an Eligible Renewable Generating Facility, as defined in Schedule CREST. This Tariff is subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.
71. "Simple Interest Payment" means a dollar amount calculated by multiplying the (i) dollar amount on which the Simple Interest Payment is based, times (ii) the Interest Rate, times (iii) the result of dividing the number of days in the calculation period by 360.
72. "Site" means the real property on which the Renewable Generating Facility is, or will be located, as further described in Appendix A.
73. "Small Power Producer Qualifying Facility" or "SPP QF" means a facility certified by the FERC as a small power producer and certified by the CEC as an ERR that was in service prior to January 1, 2002.
74. "SPP QF Requirements", "SPP QF Status", "SPP QF Status Change" and "SPP QF Warranty" have the meanings set forth in Appendix D.
75. "Station Use" means the electric energy produced by the Renewable or Non-renewable Generating Facility that is:
- a) Used within the respective Generating Facility to power the lights, motors, control systems and other electrical loads that are necessary for Operation; and
  - b) Consumed within the respective Generating Facility's electric energy distribution system as losses.
76. "Tariff(s)" mean(s) the entire body of effective rates, rentals, charges, and rules collectively of SCE, as set forth herein, and including title page, preliminary statement, service area maps, rate schedules, list of contracts and deviations, Rules, and sample forms.
77. "Term" has the meaning used in Section Appendix H.
78. "Term End Date" means 12:01 A.M. on the day following the completion of the Term specified in Appendix H.
79. "Term Start Date" means the date of Initial Operation as specified in Appendix H upon SCE's completion of Appendix H.
80. "Term Year" means a twelve (12) month period beginning on the first day of the calendar month following Initial Operation and each successive twelve (12) month period thereafter.
81. "TOU Periods" means the time of use periods for determination of payments as set forth in Appendix G.
82. "Transmission Provider" means any entity or entities responsible for the interconnection of the Generating Facility with SCE's Distribution System or transmitting the Product on behalf of Producer from the Generating Facility to the Point of Common Coupling.
83. "WATER" means Water/Wastewater Agency Tariff for Eligible Renewables the SCE Tariff schedule that implements Assembly Bill 1969.
84. "WDAT" means SCE's Wholesale Distribution Access Tariff.
85. "WECC" means the Western Electricity Coordinating Council, the regional reliability council for the Western United States, Southwestern Canada, and Northwestern Mexico.
86. "Web Client" has the meaning set forth in Appendix E.

**CREST AGREEMENT  
SOUTHERN CALIFORNIA EDISON  
PRODUCER NAME  
ID Number**

**APPENDIX G**

**TOU Periods and Energy Allocation Factors**

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

<u>Energy Allocation Factors (Factor "B" in Section 6.5)</u>			
<i>Season</i>	<i>TOU Period</i>	<i>Calculation Method</i>	<i>Energy Allocation Factor</i>
Summer	On-Peak	Fixed Value	3.13
	Mid-Peak	Fixed Value	1.35
	Off-Peak	Fixed Value	0.75
Winter	Mid-Peak	Fixed Value	1.00
	Off-Peak	Fixed Value	0.83
	Super-Off-Peak	Fixed Value	0.61

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

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

APPENDIX H

Summary of Dates, Term and Product Price for this Agreement

1. The Renewable Generating Facility's date of Initial Operation is . (SCE to confirm date using NGOM data.)
2. Term of  10 /  15 /  20 Term Years. (Producer to select.)
3. Product Price for this Agreement is \$ 0. per kWh. (SCE to confirm using applicable MPR ruling, Producer's term and Initial Operation date.)

**Public Appendix C**  
**Renewable Net Short Calculation**











**Appendix D**  
**Confidentiality Declaration**

**DECLARATION OF KATHLEEN M. SLOAN REGARDING THE CONFIDENTIALITY  
OF CERTAIN DATA**

I, Kathleen M. Sloan, declare and state:

1. I am Kathleen M. Sloan, Manager of Regulatory and Legislative Affairs in Southern California Edison Company’s (“SCE”) Regulatory Policy and Affairs department. As such, I have reviewed this Advice 2870-E. I make this declaration in accordance with California Public Utilities Commission (“Commission” or “CPUC”) Decisions (“D.”) 06-06-066 and D.08-04-023, issued in Rulemaking (“R.”) 05-06-040. I have personal knowledge of the facts and representations herein and, if called upon to testify, could and would do so, except for those facts expressly stated to be based upon information and belief, and as to those matters, I believe them to be true.

2. Listed below are the data in the attached data request response for which SCE is seeking confidentiality protection and the categories of the Matrix of Allowed Confidentiality Treatment Investor-Owned Utility (“IOU”) Data (“Matrix”) appended to D.06-06-066 to which these data correspond.

<b>Data</b>	<b>Location</b>	<b>Matrix Category</b>	<b>Limitations on Confidentiality Specified in Matrix</b>
Agreements	Confidential Appendix A: CREST Contracts - all pages	VII.G RPS Contracts	RPS contracts confidential for three years, or until one year following expiration, whichever comes first.
Forecast of bundled customer energy retail sales and underlying information in the	Confidential Appendix C: Renewable Net Short Calculation - all pages	V.C LSE Total Energy Forecast – Bundled Customer (MWh)	Front three years of forecast data confidential.

calculation of this forecast	As highlighted in gray		
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3. I am informed and believe and thereon allege that the data in the table above cannot be aggregated, redacted, summarized, masked or otherwise protected in a manner that would allow partial disclosure of the data while still protecting confidential information.

4. I am informed and believe and thereon allege that the data in the table in paragraph 2 above has never been made publicly available.

5. Additionally, SCE is seeking confidential treatment of information in the CREST contracts that may not specifically fall into a category on the Matrix.

6. Certain information in the CREST contracts is confidential because it relates to confidential customer information. Public Utilities Code 8380 and D.11-07-056, state that SCE cannot provide to a third party, including agencies other than the CPUC, customer-specific data not previously authorized to be released into the public domain, unless it has gained explicit customer consent, has been ordered to provide the data to the third party by the CPUC, or provides the data under contract to a third party for the purposes of operating the utility or providing utility programs.

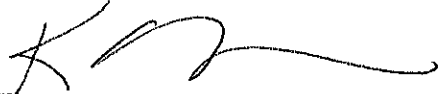
7. Further, confidential customer information in the CREST contracts is protected under General Order 66-C.

General Order 66-C requires the Commission to protect confidential information that would place a utility at an “unfair business disadvantage” if it were publicly disclosed. It categorizes as information that is “not open to public inspection,” those “[r]eports, records, and information requested or required by the Commission which, if revealed, would place the regulated company at an unfair business disadvantage.” General Order 66-C, § 2.2(b). The information in the table in paragraph 2 related to CREST contracts is considered market sensitive. SCE could be damaged by the long-term effect of the loss of trust between SCE and its customers by a disclosure of the information in the table in paragraph 2 related to CREST contracts. This “loss of trust” would create a competitive

disadvantage for SCE in its ability to operate the utility and engage customers in various utility programs.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on March 25, 2013 at Rosemead, California.



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Kathleen M. Sloan

**Appendix E**  
**Proposed Protective Order**

**BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF CALIFORNIA**

Contracts from Southern California Edison )  
Company's ("SCE's") California Renewable )  
Energy Small Tariff ("CREST") Program )  
\_\_\_\_\_ )

**Advice 2870-E**

**PROTECTIVE ORDER**

1. Scope. This Protective Order shall govern access to and the use of Protected Materials, produced by, or on behalf of, any Disclosing Party (as defined in Paragraph 2 below) in this proceeding.

2. Definitions.

In addition to the terms defined and capitalized in other sections of this Protective Order, the following terms are defined for the purposes of this Protective Order:

A. For purposes of this Protective Order, the term "Protected Materials" means: (i) trade secret, market sensitive, or other confidential and/or proprietary information as determined by the Disclosing Party in accordance with the provisions of Decision ("D.") 06-06-066 and subsequent decisions, General Order 66-C, Public Utilities Code section 454.5(g), or any other right of confidentiality provided by law; or (ii) any other materials that are made subject to this Protective Order by the Assigned Administrative Law Judge ("Assigned ALJ"), Law and Motion Administrative Law Judge ("Law and Motion ALJ"), Assigned Commissioner, the California Public Utilities Commission ("Commission"), or any court or other body having appropriate authority. Protected Materials also include memoranda, handwritten notes, spreadsheets, computer files and reports, and any other form of information (including



information in electronic form) that copies, discloses, incorporates, includes or compiles other Protected Materials or from which such materials may be derived (except that any derivative materials must be separately shown to be confidential). Protected Materials do not include: (i) any information or document contained in the public files of the Commission or any other state or federal agency, or in any state or federal court; or (ii) any information that is public knowledge, or which becomes public knowledge, other than through disclosure in violation of this Protective Order or any other nondisclosure agreement or protective order.

B. The term “redacted” refers to situations in which Protected Material in a document, whether the document is in paper or electronic form, have been covered, blocked out, or removed.

C. The term “Disclosing Party” means a party who initially discloses any specified Protected Material in this proceeding.

D. The term “Requesting Party” means any party that is requesting receipt of Protected Material from a Disclosing Party.

E. The term “Party” refers to the Requesting Party or the Disclosing Party and the term “Parties” refers to both the Requesting Party and the Disclosing Party.

F. The term “Market Participant” refers to a Requesting Party that is:

- 1) A person or entity, or an employee of an entity, that engages in the wholesale purchase, sale or marketing of energy or capacity, or the bidding on or purchasing of power plants, or bidding on utility procurement solicitations, or consulting on such matters, subject to the limitations in 3) below.
- 2) A trade association or similar organization, or an employee of such organization,
  - a) whose primary focus in proceedings at the Commission is to advocate for persons/entities that purchase, sell or market

energy or capacity at wholesale; bid on, own, or purchase power plants; or bid on utility procurement solicitations; or

- b) a majority of whose members purchase, sell or market energy or capacity at wholesale; bid on, own, or purchase power plants; or bid on utility procurement solicitations; or
  - c) formed for the purpose of obtaining Protected Materials; or
  - d) controlled or primarily funded by a person or entity whose primary purpose is to purchase, sell or market energy or capacity at wholesale; bid on, own, or purchase power plants; or bid on utility procurement solicitations.
- 3) A person or entity that meets the criteria of 1) above is not a Market Participant for purpose of access to Protected Materials unless the person/entity seeking access to Protected Materials has the potential to materially affect the price paid or received for electricity if in possession of such information. An entity will be considered not to have such potential if:
- a) the person or entity's participation in the California electricity market is *de minimis* in nature. In the resource adequacy proceeding (R.05-12-013) it was determined in D.06-06-064 § 3.3.2 that the resource adequacy requirement should be rounded to the nearest megawatt (MW), and load serving entities (LSEs) with local resource adequacy requirements less than 1 MW are not required to make a showing. Therefore, a *de minimis* amount of energy would be less than 1 MW of capacity per year, and/or an equivalent of energy; and/or
  - b) the person or entity has no ability to dictate the price of electricity it purchases or sells because such price is set by a process over which the person or entity has no control, *i.e.*, where the prices for power put to the grid are completely overseen by the Commission, such as subject to a standard offer contract or tariff price. A person or entity that currently has no ability to dictate the price of electricity it purchases or sells under this section, but that will have such ability within one year because its contract is expiring or other circumstances are changing, does not meet this exception; and/or
  - c) the person or entity is a cogenerator that consumes all the power it generates in its own industrial and commercial processes, if it can establish a legitimate need for Protected Materials.

G. The term “Non-Market Participant” refers to a Requesting Party that does not meet the definition of Market Participant. The California Independent System Operator is deemed a Non-Market Participant for purposes of this Protective Order.

H. “Reviewing Representatives” are limited to person(s) designated in accordance with Paragraph 5 who meet the following criteria:

- 1) Reviewing Representatives may not currently be engaged in: (a) a transaction for the purchase, sale, or marketing at wholesale of electrical energy or capacity or natural gas (or the direct supervision of any employee(s) engagement in such a transaction); (b) the bidding on or purchasing of power plants (or the direct supervision of any employee(s) engagement in such a transaction); or (c) knowingly providing electricity or gas marketing consulting or advisory services to others in connection with a transaction for the purchase, sale, or marketing at wholesale of electrical energy or capacity or natural gas or the bidding on or purchasing of power plants (or the direct supervision of any employee(s) engagement in such a transaction or consulting).
- 2) Reviewing Representatives may not be an employee of a Market Participant. If the Market Participant or Non-Market Participant chooses to retain outside attorneys, consultants, or experts in the same law firm or consulting firm to provide advice in connection with marketing activities, then the attorney, consultant, or expert serving as a Reviewing Representative must be separated by an ethics wall consistent with the ethics wall requirements in D.11-07-028, as that decision may be subsequently modified or changed by the Commission, from those in the firm who are involved in wholesale commercial dealings.
- 3) Reviewing Representatives shall use Protected Materials only for the purpose of participating in the Commission proceeding in which they received the information.
- 4) Reviewing Representatives are permitted to participate in regulatory proceedings on behalf of Market Participants and Non-Market Participants.
- 5) All Reviewing Representatives are required to execute the Nondisclosure Certificate attached to this Protective Order and are bound by the terms of this Protective Order.

I. The term “Authorized Reviewers” refers to: (1) a Requesting Party that is a Non-Market Participant; or (2) a Reviewing Representative of a Requesting Party. A Requesting Party that is a Market Participant is not an Authorized Reviewer but it may designate a Reviewing Representative in accordance with Paragraph 5.

J. The term “Nondisclosure Certificate” refers to the Nondisclosure Certificate attached as Appendix A.

3. Designation, Filing, and Service of Protected Materials.

When filing or providing in discovery any documents or items containing Protected Materials, a party shall physically mark such documents (or in the case of non-documentary materials such as computer diskettes, on each item) as “PROTECTED MATERIALS SUBJECT TO PROTECTIVE ORDER,” or with words of similar import as long as one or more of the terms “Protected Materials” or “Protective Order” is included in the designation to indicate that the materials in question are Protected Materials. All materials so designated shall be treated as Protected Materials unless and until: (a) the designation is withdrawn pursuant to Paragraph 14 hereof; (b) an Assigned ALJ, Law and Motion ALJ, Assigned Commissioner, or the Commission makes a determination that: (i) the document does not contain Protected Materials or does not warrant confidential treatment or (ii) denies a motion to file the document under seal; or (c) the document or information becomes public knowledge, other than through disclosure in violation of this Protective Order or any other nondisclosure agreement or protective order.

All documents containing Protected Materials that are tendered for filing with the Commission shall be placed in sealed envelopes or otherwise appropriately protected and shall be tendered with a motion to file the document under seal pursuant to Rule 11.4 of the Commission’s Rules of Practice and Procedure. All documents containing Protected Materials

that are served on parties in a proceeding shall be placed in sealed envelopes or otherwise appropriately protected and shall be endorsed to the effect that they are served under seal pursuant to this Protective Order. Such documents shall only be served upon Authorized Reviewers and persons employed by or working on behalf of the Commission. Service upon Authorized Reviewers and persons employed by or working on behalf of the Commission may either be: (a) by electronic mail in accordance with the procedures adopted in this proceeding; (b) by facsimile; or (c) by overnight mail or messenger service. Whenever service of a document containing Protected Materials is made by overnight mail or messenger service, the Assigned ALJ shall be served with such document by the same means and at the same time.

4. Redaction of Documents. Whenever a Party files, serves or provides in discovery a document that includes Protected Materials (including but not limited to briefs, testimony, exhibits, and responses to data requests), such Party shall also prepare a redacted version of such document. The redacted version shall enable persons familiar with this proceeding to determine with reasonable certainty the nature of the data that has been redacted and where the redactions occurred. The redacted version of a document to be filed shall be served on all persons on the service list, and the redacted version of a discovery document shall be served on all persons entitled thereto.

5. Designation of Reviewing Representatives. The Requesting Party shall provide written notice identifying its proposed Reviewing Representative(s) to the Disclosing Party before the Disclosing Party provides any Protected Materials to the Requesting Party's Authorized Reviewers. The written notice shall include the information identified in this paragraph. If the Requesting Party decides to designate any additional Reviewing Representative(s) after the Requesting Party's Authorized Reviewers receive Protected

Materials, the Requesting Party shall identify the additional proposed Reviewing Representative(s) to the Disclosing Party before the Requesting Party provides Protected Materials to the additional Reviewing Representative(s). Within five (5) business days after receiving written notice of the identity of any Reviewing Representative, the Disclosing Party may provide the Requesting Party with a written objection to a specific Reviewing Representative stating the grounds for the objection. Any dispute concerning whether an identified person or entity is an appropriate Reviewing Representative shall be resolved through the dispute resolution procedures in Paragraph 11 of this Protective Order. If a Disclosing Party objects to a specific Reviewing Representative within five (5) business days after the Reviewing Representative is identified, the Parties shall not provide any Protected Materials to the disputed Reviewing Representative until the Parties are able to resolve the dispute consistent with the dispute resolution procedures in Paragraph 11. Failure by the Disclosing Party to object within five (5) business days does not waive the Disclosing Party's right to later object to the Reviewing Representative, even if Protected Materials has already been disclosed. However, further disclosure of Protected Materials would be stayed until the parties are able to resolve the dispute consistent with the dispute resolution procedures in Paragraph 11.

Reviewing Representative(s) have a duty to disclose to the Disclosing Party any potential conflict of interest that puts the Reviewing Representative in violation of D.06-12-030, as modified by subsequent decisions of the Commission. A resume or curriculum vitae is reasonable disclosure of such potential conflicts, and should be the default evidence provided in most cases.

6. Nondisclosure Certificates. A Reviewing Representative shall not inspect, participate in discussions regarding, or otherwise be granted access to, Protected Materials unless

and until he or she has first completed and executed a Nondisclosure Certificate, attached hereto as Appendix A, and delivered the signed Nondisclosure Certificate to the Disclosing Party. The Disclosing Party shall retain the executed Nondisclosure Certificates pertaining to the Protected Materials it has disclosed and shall promptly provide copies of the Nondisclosure Certificates to Commission Staff upon request.

7. Access to Protected Materials and Use of Protected Materials. Subject to the terms of this Protective Order, Authorized Reviewers shall be entitled to access any Protected Materials and may make copies of Protected Materials, but such copies become Protected Materials. Authorized Reviewers may make notes of Protected Materials, which shall be treated as Protected Materials if such notes disclose any Protected Materials. Protected Materials obtained by a Party in this proceeding may also be requested by that Party in a subsequent Commission proceeding, subject to the terms of any nondisclosure agreement or protective order governing that subsequent proceeding, without constituting a violation of this Protective Order.

8. Maintaining Confidentiality of Protected Materials. Each Authorized Reviewer shall treat Protected Materials as confidential in accordance with this Protective Order and the Nondisclosure Certificate. Protected Materials shall not be used except as necessary for participation in this proceeding, and shall not be disclosed in any manner to any person except: (i) Authorized Reviewers; (ii) an Authorized Reviewer's employees and administrative personnel, such as clerks, secretaries, and word processors, to the extent necessary to assist the Authorized Reviewer, provided that they shall first ensure that such personnel are familiar with the terms of this Protective Order and have signed a Nondisclosure Certificate; and (iii) persons employed by or working on behalf of the Commission. Authorized Reviewers shall adopt suitable measures to maintain the confidentiality of Protected Materials they have obtained

pursuant to this Protective Order, and shall treat such Protected Materials in the same manner as they treat their own most highly confidential information.

Authorized Reviewers shall be liable for any unauthorized disclosure or use by themselves and/or employees, paralegals, or administrative staff. In the event any Authorized Reviewer is requested or required by applicable laws or regulations, or in the course of administrative or judicial proceedings (in response to oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any of Protected Materials, the Authorized Reviewer shall immediately inform the Disclosing Party of the request, and the Disclosing Party may, at its sole discretion and cost, direct any challenge or defense against the disclosure requirement, and the Authorized Reviewer shall cooperate in good faith with such Party either to oppose the disclosure of the Protected Materials consistent with applicable law, or to obtain confidential treatment of the Protected Materials by the person or entity who wishes to receive them prior to any such disclosure. If there are multiple requests for substantially similar Protected Materials in the same case or proceeding where an Authorized Reviewer has been ordered to produce certain specific Protected Materials, the Authorized Reviewer may, upon request for substantially similar materials by another person or entity, respond in a manner consistent with that order to those substantially similar requests.

9. Return or Destruction of Protected Materials. Protected Materials shall remain available to Authorized Reviewers until an order terminating this proceeding becomes no longer subject to judicial review. If requested to do so in writing after that date, the Authorized Reviewers shall, within fifteen days after such request, return the Protected Materials to the Disclosing Party that produced such Protected Materials, or shall destroy the materials, except that copies of filings, official transcripts and exhibits in this proceeding that contain Protected



Materials, and notes of Protected Materials may be retained, if such Protected Materials are maintained in accordance with Paragraph 8. Within such time period each Authorized Reviewer, if requested to do so, shall also submit to the Disclosing Party an affidavit stating that, to the best of its knowledge, all Protected Materials have been returned or have been destroyed or will be maintained in accordance with Paragraph 8. To the extent Protected Materials are not returned or destroyed, they shall remain subject to this Protective Order.

In the event that a Reviewing Representative to whom Protected Materials are disclosed ceases to be engaged to provide services in this proceeding, then access to such materials by that person shall be terminated and the Reviewing Representative shall immediately return or destroy all Protected Materials, or provide an affidavit stating that all Protected Materials and all notes of Protected Materials will be maintained in accordance with Paragraph 8. Even if a Reviewing Representative is no longer engaged in this proceeding, every such person shall continue to be bound by the provisions of this Protective Order and the Nondisclosure Certificate.

10. Access and Use by Governmental Entities.

A. In the event the Commission receives a request from the California Energy Commission (“CEC”) for a copy of or access to any Party’s Protected Materials, the procedure for handling such requests shall be as follows. Not less than five (5) business days after delivering written notice to the Disclosing Party of the request, the Commission shall release such Protected Materials to the CEC upon receipt from the CEC of an Interagency Information Request and Confidentiality Agreement (“Interagency Confidentiality Agreement”). Such Interagency Confidentiality Agreement shall: (i) provide that the CEC will treat the requested Protected Materials as confidential in accordance with this Protective Order; (ii) include an explanation of the purpose for the CEC’s request, as well as an explanation of how the request

relates to furtherance of the CEC's functions; (iii) be signed by a person authorized to bind the CEC contractually; and (iv) expressly state that furnishing of the requested Protected Materials to employees or representatives of the CEC does not, by itself, make such Protected Materials public. In addition, the Interagency Confidentiality Agreement shall include an express acknowledgment of the Commission's sole authority (subject to judicial review) to make the determination whether the Protected Materials should remain confidential or be disclosed to the public, notwithstanding any provision to the contrary in the statutes or regulations applicable to the CEC.

B. In the event the Commission receives a request for a copy of or access to a party's Protected Materials from a state governmental agency other than the CEC that is authorized to enter into a written agreement sufficient to satisfy the requirements for maintaining confidentiality set forth in Government Code Section 6254.5(e), the Commission may, not less than five (5) business days after giving written notice to the Disclosing Party of the request, release such Protected Materials to the requesting governmental agency, upon receiving from the requesting agency an executed Interagency Confidentiality Agreement that contains the same provisions described in Paragraph 10.A above.

C. The CEC may use Protected Materials when needed to fulfill its statutory responsibilities or cooperative agreements with the Commission. Commission confidentiality designations will be maintained by the CEC in making such assessments, and the CEC will not publish any assessment that directly reveals the data or allows the data submitted by an individual load serving entity to be "reverse engineered."

11. Dispute Resolution. All disputes that arise under this Protective Order, including but not limited to alleged violations of this Protective Order and disputes concerning whether

materials were properly designated as Protected Materials, shall first be addressed by the parties through a meet and confer process in an attempt to resolve such disputes. If the meet and confer process is unsuccessful, either party may present the dispute for resolution to the Assigned ALJ or the Law and Motion ALJ.

12. Other Objections to Use or Disclosure. Nothing in this Protective Order shall be construed as limiting the right of a Party, the Commission Staff, or a state governmental agency covered by Paragraph 10 to object to the use or disclosure of Protected Materials on any legal ground, including relevance or privilege.

13. Remedies. Any violation of this Protective Order shall constitute a violation of an order of the Commission. Notwithstanding the foregoing, the parties and Commission Staff reserve their rights to pursue any legal or equitable remedies that may be available in the event of an actual or anticipated disclosure of Protected Materials.

14. Withdrawal of Designation. A Disclosing Party may agree at any time to remove the “Protected Materials” designation from any materials of such Party if, in its opinion, confidentiality protection is no longer required. In such a case, the Disclosing Party will notify all Requesting Parties that the Disclosing Party has agreed to withdraw its designation of Protected Materials for specific documents or material.

15. Modification. This Protective Order shall remain in effect unless and until it is modified or terminated by the Commission or the Assigned ALJ. The identity of the parties submitting Protected Materials may differ from time to time. In light of this situation, modifications to this Protective Order may become necessary. The Parties shall work cooperatively to develop such modifications and, to the extent the Parties are able to agree to modifications, shall file a motion with the Assigned ALJ or the Commission seeking approval of

the modifications. To the extent Parties are unable to agree on modifications after a good faith effort, each party governed by this Protective Order has the right to seek modifications in it as appropriate from the Assigned ALJ or the Commission.

16. Interpretation. Headings are for convenience only and may not be used to restrict the scope of this Protective Order.

Entered: \_\_\_\_\_  
Administrative Law Judge

Date: \_\_\_\_\_

**APPENDIX A TO PROTECTIVE ORDER**

**BEFORE THE PUBLIC UTILITIES COMMISSION**

**OF THE STATE OF CALIFORNIA**

Contracts from Southern California Edison )  
Company's ("SCE's") California Renewable )  
Energy Small Tariff ("CREST") Program )  
\_\_\_\_\_ )

**Advice 2870-E**

**NON-DISCLOSURE CERTIFICATE**

I hereby certify my understanding that access to Protected Materials is provided to me pursuant to the terms and restrictions of the Protective Order in this proceeding, that I have been given a copy of and have read the Protective Order, and that I agree to be bound by it. I understand that the contents of the Protected Materials, any notes or other memoranda, or any other form of information that copies or discloses Protected Materials shall not be disclosed to anyone other than in accordance with that Protective Order. I acknowledge that a violation of this certificate constitutes a violation of an order of California Public Utilities Commission.

Signed: \_\_\_\_\_

Name \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Dated: \_\_\_\_\_