Board Energy Resources & Customer Services Committee Meeting and Special SMUD Board of Directors Meeting

Date: Tuesday, November 17, 2020
Time: Immediately following the Finance & Audit Committee meeting scheduled to begin at 5:30 p.m.
Location: Virtual Meeting (online)

Powering forward. Together.
AGENDA
BOARD ENERGY RESOURCES & CUSTOMER SERVICES
COMMITTEE MEETING
AND SPECIAL SMUD BOARD OF DIRECTORS MEETING

Tuesday, November 17, 2020
Immediately following the Finance and Audit Committee
scheduled to begin at 5:30 p.m.
Zoom Webinar Link: Join SMUD Energy Resources & Customer Services
Committee Meeting Here
Webinar ID: 160 946 7042
Password: 941487
Phone Dial-in Number: 1-669-254-5252

In accordance with the Governor's Executive Order N-29-20 and the Emergency Board Meeting
Procedures adopted by the SMUD Board of Directors, the regular Board meeting and other
public meetings are closed to the public to align with state, local, and federal guidelines and
social distancing recommendations for the containment of the coronavirus.

Live video streams and indexed archives of meetings are available at:
http://smud.granicus.com/ViewPublisher.php?view_id=16

Members of the public may register to provide verbal comments at an upcoming Board or
Committee meeting by emailing a request to speak to PublicComment@smud.org. Please
include the date of the meeting, name, and topic or agenda item the requestor wishes to speak
on. The request may also be submitted while the meeting is in progress during the standard
time for the agenda item or topic. Pre-registration is strongly encouraged by no later than
3:00 p.m. on the day of the meeting.

Members of the public may provide written public comments on a specific agenda item or on
items not on the agenda (general public comment) by submitting comments via e-mail.
Comments may be submitted to PublicComment@smud.org and will be placed into the record
of the meeting.

Members of the public that are listening to or watching the live stream of a Committee meeting
and wish to submit written comments on a specific agenda item as it is being heard may submit
their comments, limited to 250 words or less, to PublicComment@smud.org, noting the agenda
item number in the subject line. The Committee Chair may read comments for items on the
agenda into the record, in her discretion, based upon such factors as the length of the agenda
or the number of e-mail comments received. General public comment for items not on the
agenda will not be read into the record but will be provided to the Board and placed into the
record of the Board meeting if it is received within two hours after the meeting ends.

This Committee meeting is noticed as a joint meeting with the Board of Directors for the purpose
of compliance with the Brown Act. In order to preserve the function of the Committee as
advisory to the Board, members of the Board may attend and participate in the discussions, but
no Board action will be taken. The Energy Resources and Customer Services Committee will
review, discuss and provide the Committee's recommendation on the following:
**DISCUSSION ITEMS**

1. **Lora Anguay**
   
   Adopt SMUD’s 2021 **Wildfire Mitigation Plan**.
   
   **Scott Lindsay**
   
   **CHIEF EXECUTIVE OFFICER, BROWN & KYSAR, INC. (BKI)**
   
   Presentation: 15 minutes
   
   Discussion: 5 minutes

2. **Chad Adair**
   
   a. Authorize the Chief Executive Officer and General Manager, or his delegate, to execute a five-year Power Purchase Agreement (PPA) and associated Buyers Joint Project Agreement for 11 MW of biomass capacity attributes at a price of $46/MWh, of which 2.5795 MW is SMUD’s share, with **Roseburg Forest Products Co. (Roseburg)** to support compliance with Senate Bill (SB)-859.
   
   b. Approve the California Energy Commission (CEC) Emissions Performance Standard (EPS) compliance filing and authorize the Chief Executive Officer and General Manager to sign the compliance filing attestation.
   
   Presentation: 5 minutes
   
   Discussion: 10 minutes

3. **Rob Kerth**
   
   Discuss **Election of Officers for 2021** (President and Vice President) for the SMUD Board of Directors.
   
   Discussion: 5 minutes

**INFORMATIONAL ITEMS**

4. **Rob Kerth**
   
   Board Work Plan.
   
   Presentation: 1 minute
   
   Discussion: 5 minutes

5. **Public Comment**

6. **Brandon Rose**
   
   Summary of Committee Direction.
   
   Discussion: 1 minute

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_Pursuant to Resolution No. 20-06-08 adopted on June 18, 2020, Emergency Board Meeting Procedures are in effect:_

_Members of the public may make either a general public comment or comment on a specific agenda item by submitting comments via email. Comments may be submitted to PublicComment@smud.org. Comments will be provided to the Board and placed into the record of the Committee meeting if it is received within two hours after the meeting ends._
Members of the public that are listening or watching the live stream of a Board meeting and wish to comment on a specific agenda item as it is being heard, may submit their comments, limited to 250 words or less, to PublicComment@smud.org. The Board Chair may read the comments into the record, in her discretion, based upon such factors as the length of the agenda or the number of email comments received. Comments will be provided to the Board and placed into the record of the Committee meeting if it is received within two hours after the meeting ends.

Members of the public may register to provide verbal comments at an upcoming Board or Committee meeting by emailing a request to speak to PublicComment@smud.org. Please include the date of the meeting, name, and topic or agenda item the requestor wishes to speak on. The request may also be submitted while the meeting is in progress during the standard time for the agenda item or topic. Pre-registration is strongly encouraged by no later than 3:00 p.m. on the day of the meeting.

ADA Accessibility Procedures: Upon request, SMUD will generally provide appropriate aids and services leading to effective communication for qualified persons with disabilities so that they can participate equally in this virtual meeting. If you need a reasonable auxiliary aid or service for effective communication to participate, please email Toni.Stelling@smud.org, or contact by phone at (916) 732-7143, no later than 48 hours before this virtual meeting.
**Requested Action:** Adopt SMUD’s 2021 Wildfire Mitigation Plan.

**Summary:** Senate Bill 901 (2018) and Assembly Bill 1054 (2019) revised Public Utilities Code section 8387 to require that before January 1, 2020, and annually thereafter, every publicly owned electric utility prepare a wildfire mitigation plan (WMP), present it in a noticed public meeting, and accept comments. Section 8387 also requires that the utility contract with a qualified independent evaluator experienced in assessing the safe operation of electrical infrastructure to review and assess the comprehensiveness of the utility’s WMP. The evaluator shall issue a report and present the report at a public meeting. On October 17, 2019, by Resolution 19-10-09, the Board adopted SMUD’s Wildfire Mitigation Plan and authorized the Chief Executive Officer and General Manager to make future changes to the WMP that further the primary purpose of the WMP and provide a net benefit to SMUD. On April 3, 2020, SMUD submitted the WMP to the California Wildfire Safety Advisory Board (WSAB) for review, comment and advisory opinion. Recommendations are anticipated later this quarter.

In accordance with Section 8387, SMUD staff has completed its annual update of SMUD’s WMP, conducted public outreach to solicit comment on the draft WMP update, and contracted with Brown & Kysar Inc. (BKI) to assess the comprehensiveness of the WMP update. Staff will present the 2021 WMP and BKI will present its assessment report at the duly noticed Energy Resources and Customer Services Committee meeting.

Staff may further update the WMP to address the WSAB’s recommendations and will submit the 2021 WMP to the WSAB by July 2, 2021.

**Board Policy:**
- SD-4, Reliability; SD-6, Safety; SD-15, Outreach and Communication; SD-17, Enterprise Risk Management

**Benefits:** The WMP Update is in alignment with Strategic Direction SD-4, Reliability, that SMUD will maintain the electric system in good repair, and SD-6, that SMUD will implement measures to protect the public from injuries related to SMUD operations or facilities. Additionally, this item is consistent with Strategic Direction SD-15, Outreach and Communication, that SMUD will ensure all groups are aware of SMUD’s major decisions and programs. This item is consistent with SD-17, Enterprise Risk Management, in maintaining an integrated enterprise risk management process.

**Cost/Budgeted:** The programs outlined in the WMP are budgeted in separate processes by the sponsoring departments.

**Alternatives:** California law requires the WMP and evaluator’s report to be presented to the Board in a noticed public meeting.

| **Presenter:** | Lora Anguay, Interim Chief Grid Strategy & Operations Officer  
Scott Lindsay, Chief Executive Officer, Brown & Kysar, Inc. (BKI) |

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1. Introduction

Over the last few years California has seen some of its most devastating and destructive wildfires. Climate change is recognized to be a large contributing factor (long hot spells, low moisture, etc.). This is the new (ab)normal, requiring a new way of thinking about wildfire mitigation planning.

In response, Senate Bill (SB) 901 authored by Senator Dodd, was enacted in 2018. SB901 requires every electric utility to prepare a wildfire mitigation plan (WMP).

SB 901 amended Public Utilities Code (PUC) section 8387. Assembly Bill (AB) 1054 (Holden, 2019) further amended this statute. Section 8387 generally requires every publicly owned utility to construct, maintain, and operate its electrical facilities to minimize the risk of wildfire posed by those facilities. As amended by SB 901 and AB 1054 section 8387 more specifically requires every publicly owned utility to prepare a WMP and update it annually, with a comprehensive revision of the WMP not less than every three years. The SMUD Board of Directors adopted the initial WMP on October 17, 2019.

The WMPs must include vegetation management (VM) programs, inspection and maintenance programs, and protocols for deactivating automatic reclosers and for de-energizing power lines in severe weather conditions. The plans are required to identify priority customers, such as first responders and local agencies, health care providers, water and telecommunication facilities, groups that assist children, elderly, mobility impaired and other vulnerable populations, and include communication programs for those customers. The plans need to describe how service will be restored after a wildfire and include processes for (i) measuring the performance of the plan, (ii) identifying and correcting any deficiencies in the plan and (iii) auditing implementation of the plan.

This document outlines SMUD’s activities in accordance with these requirements.
SMUD

As one of the largest publicly owned, locally governed, electric utilities in California, SMUD serves over 600,000 customers in its 900 square mile service area in the Sacramento County area, and operates a federally licensed hydroelectric project in El Dorado County known as the Upper American River Project (UARP). Based on a mutual agreement with Pacific Gas and Electric Company (PG&E) SMUD serves five PG&E customers from its UARP facilities, and thirteen PG&E customers in Northern San Joaquin County.

SMUD has never experienced a catastrophic wildfire involving its facilities. SMUD’s service area has a much lower wildfire risk profile than other areas in the State that have suffered destructive wildfires in recent years. When ignition events occur they have historically been limited in scope. This is largely due to SMUD’s more urban environment, flatter terrain, grasslands and other fuel sources outside forested areas and fewer wind events. Even in the UARP area SMUD is fortunate to have a lower risk environment.

1. Introduction

1.1 Policy statement

SMUD’s overarching goal is to provide safe, reliable, environmentally sustainable and economic electric service to its local community. In order to meet this goal, SMUD constructs, maintains and operates its electrical lines and equipment in a manner that minimizes any risk of catastrophic wildfire posed by its electrical lines and equipment.

1.2 Purpose

This WMP describes the range of activities that SMUD is taking to mitigate the threat of power-line ignited wildfires, including its various programs, policies and procedures. This plan is subject to direct supervision by SMUD’s Board of Directors and primary responsibility for its implementation resides with the Chief Grid Strategy and Operations Officer.

This plan meets or exceeds the requirements of PUC section 8387 for publicly owned electric utilities to prepare a WMP. Reference Table 1 for plan compliance and corresponding sections.
# 1. Introduction

Table 1. Plan compliance with Public Utilities Code 8387(b)

<table>
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<th>PUC 8387 Requirement</th>
<th>Description</th>
<th>Plan Section Number</th>
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<td>b (2) (A)</td>
<td>An accounting of the responsibilities of persons responsible for executing the plan.</td>
<td>9.1.1</td>
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<td>b (2) (B)</td>
<td>The objectives of the wildfire mitigation plan.</td>
<td>1.3</td>
</tr>
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<td>b (2) (C)</td>
<td>A description of the preventive strategies and programs to be adopted by the local publicly owned electric utility or electrical cooperative to minimize the risk of its electrical lines and equipment causing catastrophic wildfires, including consideration of dynamic climate change risks.</td>
<td>3</td>
</tr>
<tr>
<td>b (2) (D)</td>
<td>A description of the metrics the local publicly owned electric utility or electrical cooperative plans to use to evaluate the wildfire mitigation plan's performance and the assumptions that underlie the use of those metrics.</td>
<td>9.3.1</td>
</tr>
<tr>
<td>b (2) (E)</td>
<td>A discussion of how the application of previously identified metrics to previous wildfire mitigation plan performances has informed the wildfire mitigation plan.</td>
<td>9.2.1</td>
</tr>
<tr>
<td>b (2) (F)</td>
<td>Protocols for disabling reclosers and deenergizing portions of the electrical distribution system that consider the associated impacts on public safety, as well as protocols related to mitigating the public safety impacts of those protocols, including impacts on critical first responders and on health and communication infrastructure.</td>
<td>6.1.1, 7.2</td>
</tr>
<tr>
<td>b (2) (G)</td>
<td>Appropriate and feasible procedures for notifying a customer who may be impacted by the deenergizing of electrical lines. The procedures shall consider the need to notify, as a priority, critical first responders, health care facilities and operators of telecommunications infrastructure. The procedures shall direct notification to all public safety offices, critical first responders, health care facilities, and operators of telecommunications infrastructure with premises within the footprint of potential deenergization for a given event.</td>
<td>7.1, 7.2</td>
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<td>b (2) (H)</td>
<td>Plans for vegetation management.</td>
<td>6.4</td>
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<td>b (2) (I)</td>
<td>Plans for inspections of the local publicly owned electric utility’s or electrical cooperative’s electrical infrastructure.</td>
<td>6.3</td>
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<td>b (2) (J)</td>
<td>A list that identifies, describes, and prioritizes all wildfire risks, and drivers for those risks, throughout the local publicly owned electric utility’s or electrical cooperative’s service territory. The list shall include, but not be limited to both of the following:</td>
<td>4.3</td>
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<td>b (2) (J) (i)</td>
<td>Risks and risk drivers associated with design, construction, operation and maintenance of the local publicly owned electric utility’s or electrical cooperative’s equipment and facilities.</td>
<td>4.3</td>
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<td>b (2) (J) (ii)</td>
<td>Particular risks and risk drivers associated with topographic and climatological risk factors throughout the different parts of the local publicly owned electric utility’s or electrical cooperative’s service territory.</td>
<td>5.1</td>
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## 1. Introduction

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<thead>
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<th>PUC 8387 Requirement</th>
<th>Description</th>
<th>Plan Section Number</th>
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<td>b (2) (K)</td>
<td>Identification of any geographic area in the local publicly owned electric utility’s or electrical cooperative’s service territory that is a higher wildfire threat than is identified in a commission fire threat map, and identification of where the commission should expand a high fire threat district based on new information or changes to the environment.</td>
<td>5.1</td>
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<td>b (2) (L)</td>
<td>A methodology for identifying and presenting enterprise-wide safety risk and wildfire-related risk.</td>
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<td>b (2) (M)</td>
<td>A statement of how the local publicly owned electric utility or electrical cooperative will restore service after a wildfire.</td>
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<td>b (2) (N)</td>
<td>A description of the processes and procedures the local publicly owned electric utility or electrical cooperative shall use to do all of the following:</td>
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<td>b (2) (N) (i)</td>
<td>Monitor and audit the implementation of the wildfire mitigation plan.</td>
<td>9.4</td>
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<td>b (2) (N) (ii)</td>
<td>Identify any deficiencies in the wildfire mitigation plan or its implementation and correct those deficiencies.</td>
<td>9.4.2</td>
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<td>b (2) (N) (iii)</td>
<td>Monitor and audit the effectiveness of electrical line and equipment inspections, including inspections performed by contractors, that are carried out under the plan, other applicable statutes or commission rules.</td>
<td>9.3.1</td>
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<td>b (3)</td>
<td>The local publicly owned electric utility or electrical cooperative shall present each wildfire mitigation plan in an appropriately noticed public meeting. The local publicly owned electric utility or electrical cooperative shall accept comments on its wildfire mitigation plan from the public, other local and state agencies and interested parties, and shall verify that the wildfire mitigation plan complies with all applicable rules, regulations, and standards as appropriate.</td>
<td>10</td>
</tr>
<tr>
<td>C</td>
<td>The local publicly owned electric utility or electrical cooperative shall contract with a qualified independent evaluator with experience in assessing the safe operation of electrical infrastructure to review and assess the comprehensiveness of its wildfire mitigation plan. The independent evaluator shall issue a report that shall be made available on the internet web site of the local publicly owned electric utility or electrical cooperative and shall present the report at a public meeting of the local publicly owned electric utility’s or electrical cooperative’s governing board.</td>
<td>10</td>
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1.3 Objectives

The primary objectives of this WMP are to:

1. Minimize the probability that SMUD’s transmission and distribution (T&D) system may be the origin or contributing source for the ignition of a wildfire;

2. Implement a wildfire plan that embraces safety, prevention, mitigation and recovery as a central priority for SMUD; and

3. Create a WMP that is consistent with state law and objectives.

SMUD has evaluated the prudent and cost-effective improvements to its physical assets, operations and training that can help to meet these objectives.

The secondary objective of this WMP is to improve the resiliency of SMUD’s line standards and construction. As part of developing this plan, SMUD assesses new industry practices and technologies that will reduce the likelihood of an interruption (outage frequency) in service and improve the restoration (outage duration) of service. In addition, SMUD reviews available fire investigation reports for fires throughout California to understand root causes that can be addressed.

This WMP outlines the actions SMUD is taking to reduce the risk of potential wildfire-causing ignitions associated with SMUD’s electrical infrastructure. This plan outlines the activities and programs that SMUD has put in place to enhance public safety, improve grid reliability and explore new technologies to help reduce overall wildfire ignition risk.

This WMP also addresses customer outreach and communication programs for customers that may be impacted in the unlikely event of a wildfire related de-energization. SMUD’s long standing and continued cooperation with local agencies are also discussed and outlined.

This WMP also provides methodologies to measure the effectiveness of specific wildfire mitigation strategies and how those strategies measurably reduce the risk of catastrophic wildfire. Where a particular action, program component, or protocol is determined to be unnecessary or ineffective, SMUD will assess whether a modification or replacement is merited. This plan will also help determine if more cost-effective measures would produce the same or improved results.
2. SMUD

2.1 SMUD profile

Headquartered in Sacramento, California, SMUD owns and operates an electric system that has provided retail electric service since 1946. SMUD generates, transmits and distributes electricity within a 900-square-mile territory that includes the principal parts of Sacramento County, and a small adjoining portion of Placer County (see Figure 1).

Figure 1. Map of SMUD’s operating area
SMUD is one of the largest community-owned electric utilities in the nation, recognized internationally for its innovative energy efficiency programs and use of renewable power technologies. As a publicly owned utility, SMUD is governed by a seven-member popularly elected Board of Directors that determines policy and appoints the Chief Executive Officer and General Manager who is responsible for SMUD’s overall management and operations.

SMUD owns, operates and has ownership interests that are critical to maintaining the flow of power from generating facilities through the transmission lines to SMUD’s service area. These assets are located in the geographic areas of Sacramento, El Dorado, Solano and Placer counties.

2.2 The service area
SMUD is the primary electric distribution service provider within an area of approximately 900 square miles in central California. The service area includes the State Capital, Sacramento, the populous areas principally to the northeast and south of the City of Sacramento and the agricultural areas to the north and south.

SMUD’s electric system supplies power to a population of approximately 1.5 million.\(^1\) As the capital of the nation’s most populous state, Sacramento benefits from the historically stabilizing influence of a large government sector. Sacramento is home to the State government headquarters, the Sacramento County seat, the City government and various special districts that combine to make government the largest single employment sector in the Sacramento area. Information technology, transportation, education and health services, leisure and hospitality, and construction serve as the other major sectors of employment and industry in the area.

SMUD’s record peak load of 3,299 MW occurred on July 24, 2006, its’ second highest peak load occurred on August 28, 2017 recorded at 3,157 MW\(^1\). Current load statistics can be found at our website: https://www.smud.org/-/media/Documents/Corporate/About-Us/Company-Information/SMUD-Annual-Disclosure.ashx

2.3 The electric system
SMUD owns and operates a vertically integrated electric system that includes generation, transmission and distribution facilities.

SMUD supplies power to its bulk power substations through 230 kilovolt (kV) and 115 kV transmission systems. This system transmits power from SMUD’s generation plants and interconnects with Pacific Gas & Electric (PG&E) and the Western Area Power Administration (WAPA). Power is distributed throughout Sacramento County via a 69 kV sub-transmission system except for the City’s downtown area, which is served from the 115 kV transmission systems. The downtown area is served from 115/12 kV and 115/21 kV substations. The distribution system serving the remainder of SMUD’s service territory is comprised of 69/12 kV and 69 kV substations with overhead and underground distribution circuits.

2.4 Purpose and vision
SMUD’s Board of Directors has established the following mission and vision statements: “SMUD’s purpose is to enhance the quality of life for our customers and community through creative energy solutions. SMUD’s vision is to be the trusted partner with their customers and community, providing innovative solutions to ensure energy affordability and reliability, improve the environment, reduce our region’s carbon footprint and enhance the vitality of our community.”\(^2\)

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\(^1\) SMUD Consolidated Financial Information and Statistics, December 31, 2018, pg. 4, Electric Sales Statistics.
2.5 Goal and objectives

For more than seventy years, SMUD has provided safe, reliable and affordable electricity, excellent customer service, community value, innovation and environmental leadership to its customers.

The Board has adopted a set of Strategic Directions (SD) with related metrics, which it considers essential in the continued success of the organization and its service to its customers. These include safety, reliability, competitive rates, enterprise risk management (ERM), access to credit markets, customer relations, environmental leadership and resource planning. SMUD’s Board SDs are used as a guide in the decisions made about SMUD’s policies and operations. The Board continually reviews and refines these guidelines to make sure it meets its customer’s energy needs both now and in the future.

Some of the general elements in SMUD’s business strategy are:

- Safe and reliable energy and environmental protection: Developing and maintaining a sustainable and reliable power supply to meet peak demand growth consistent with state mandates for renewable energy and reduced carbon emissions.
- Customer and community services: Working closely with customers to provide the information, tools and incentives to assist them to more efficiently manage energy use, which will contribute to meeting greenhouse gas (GHG) emission targets and managing peak demand requirements.
- Long term financial stability: Managing price, volumetric and credit risks associated with energy and natural gas procurement and SMUD’s finances to meet funding needs and maintain fair and reasonable energy rates.
- Workforce planning & development: Attracting, developing and retaining an inclusive, skilled and engaged workforce that reflects SMUD’s values and is committed to achieving SMUD’s mission.
- Operational independence and local control: Retaining local decision-making authority and operational independence.
- Community and Collaboration: Collaborating regionally to attract new businesses and grow existing business to diversify and strengthen the Sacramento economy.
- Long-term infrastructure investment: Maintain and improve SMUD’s infrastructure in a cost-effective manner to ensure sustainable delivery of reliable energy and address economic and environmental concerns.
- Risk management: Maintain an ERM program designed to act as an early warning system to monitor changes in, and the emergence of, risks that could impact SMUD’s business objectives.

3. Overview of preventive strategies and programs

This WMP addresses the preventive strategies and programs adopted by SMUD to minimize the risk of its electrical lines and equipment causing a catastrophic wildfire. The strategies and programs included in the WMP are evolving and are subject to change. As new technologies, practices and networks develop, and other environmental influences or risks are identified, changes to address them may be incorporated into future iterations of the WMP which is, in effect, a living document.

This WMP integrates and interfaces with various operating policies and asset management and engineering principles which are themselves subject to change. As appropriate, the current version of documents are incorporated either as appendices to this WMP or by reference.

The following is a summary of SMUD’s programs and activities that support wildfire prevention and mitigation.
### Design and construction

- Ester-based insulating fluid (EnvironTemp FR3®) in transformers
- Non-expulsion equipment in Pole Clearing Area (PCA) and UARP 4kV
- Light Detection and Ranging (LiDAR) Ortho, Oblique and Hyper Spectral Imagery
- Potential installation of fire monitoring cameras on towers in the UARP transmission corridor
- Increase overhead wire spacing to reduce wire to wire contact
- Pole loading and placement
- Transmission line rating remediation
- Pole replacement and reinforcement
- Wildfire resiliency design
- Construction fire prevention program
- Substation perimeter fencing
- UARP 4kV circuit breaker upgrade
- UARP 4kV underground conversion projects

### Inspection and maintenance

- Transmission line aerial patrols (helicopter)
- Transmission line ground patrols
- Transmission line infrared (IR) inspections (helicopter)
- Transmission line splice assessment program
- Transmission and distribution wood pole intrusive inspections
- Transmission and distribution vegetation right-of-way maintenance
- Transmission and distribution annual subject pole clearing program
- Distribution detailed line inspections
- Distribution line patrols
- 69 kV and Pole Clearing Area 12 kV infrared (IR) inspections (helicopter)
- Visual inspections of distribution substations
- LiDAR inspection of transmission
- Inspection and maintenance programs for T&D lines and substations
- IR inspection of energized overhead T&D facilities and equipment
- Drive by of overhead distribution facilities and equipment
- Detailed inspection of T&D facilities and equipment
- Supplemental inspections of high fire risk areas
- On-ground routine inspection

---

4 Additional information: [https://www.cargill.com/bioindustrial/envirotemp/fr3](https://www.cargill.com/bioindustrial/envirotemp/fr3)
3. Overview of preventive strategies and programs

**Operational practices**

<table>
<thead>
<tr>
<th>Preventive Strategy</th>
</tr>
</thead>
<tbody>
<tr>
<td>Disabling reclosing during fire season</td>
</tr>
<tr>
<td>Transmission and distribution system vegetation management</td>
</tr>
<tr>
<td>Special work procedure for red flag warning (RFW)</td>
</tr>
<tr>
<td>De-energization protocols and notifications</td>
</tr>
<tr>
<td>Emergency Operations Planning: fire prevention plan</td>
</tr>
<tr>
<td>Hotworks procedures</td>
</tr>
<tr>
<td>Work procedures and training for persons working in locations and conditions of elevated fire risks</td>
</tr>
<tr>
<td>Safety and physical security protection teams</td>
</tr>
<tr>
<td>Increased staff for line and vegetation management crews in preparation of storm</td>
</tr>
<tr>
<td>Existing relationship with local government and fire safe councils</td>
</tr>
<tr>
<td>Transmission encroachment program</td>
</tr>
<tr>
<td>Provide liaison to county office of emergency services’ (OES) during fire event</td>
</tr>
<tr>
<td>Leverage existing relationship with local government and fire departments</td>
</tr>
<tr>
<td>Targeted communications plan</td>
</tr>
<tr>
<td>Active environmental safety monitoring</td>
</tr>
<tr>
<td>SMUD’s Emergency Operations Center partners with local emergency responders for coordination prior to and during an emergency</td>
</tr>
<tr>
<td>High fire threat district vegetation management inspection strategy</td>
</tr>
<tr>
<td>Inspecting trees with potential strike path to power lines</td>
</tr>
<tr>
<td>Expanded subject pole clearing</td>
</tr>
<tr>
<td>Expanded clearance distances at time of maintenance</td>
</tr>
<tr>
<td>Patrol and pruning, quality assurance</td>
</tr>
<tr>
<td>Increased vegetation clearance</td>
</tr>
</tbody>
</table>
### 3. Overview of preventive strategies and programs

**Situational/conditional awareness**

- Weather monitoring stations in targeted areas in the UARP
- Potential installation of cameras in key locations
- Coordinate and collaborate with Fire Safe Councils and County Office of Emergency Services throughout the year to prepare for RFW and high fire risk events
- Contractor safety training and orientation for transmission and distribution vegetation management work
- Monitor daily California Department of Forestry and Fire Protection website and active fires in California
- Shade Tree Program
- On-site personnel at specific periods

**Response and recovery**

- Planned de-energization during fire season
- Critical event communications process and procedures
- Strategy for minimizing public safety risk
- Emergency response plan
- Field operations recovery procedures
- California Independent System Operator (CAISO) coordination
4. Risk analysis and risk drivers

SMUD uses its existing ERM framework to identify and assess enterprise level risks. SMUD’s ERM framework takes into consideration both quantitative and qualitative factors to determine the level of inherent and residual levels of a particular risk. An inherent risk level refers to the risk before any mitigations or controls are in place while the residual risk level refers to the risk after all mitigations and effective controls are considered.

4.1 Enterprise risk assessment

The ERM framework has a strong governance structure stemming from SMUD’s Board of Director’s Strategic Direction and overseen by an executive body, the Enterprise Risk Oversight Committee (EROC). The framework requires that all enterprise risks be owned by an Executive and managed at the Director level.

The ERM framework is a 5-step process and is integrated with SMUD’s internal audit process to check for assurance of proper control implementation. The framework requires continuous communications and consultation throughout the life of the risk. The 5-step ERM process is shown in Figure 2. Figure 3 describes the objective of each step.
4. Risk analysis and risk drivers

**Figure 2.** SMUD’s enterprise risk management process

![SMUD ERM Process Diagram](image)

**Figure 3.** ERM 5-step process

<table>
<thead>
<tr>
<th>Step</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Identify</td>
<td>• Find, recognize and describe risks&lt;br&gt;• Identify all hazards, threat and opportunities</td>
</tr>
<tr>
<td>Analyze</td>
<td>• Comprehend the nature of risk and determine the level of risk&lt;br&gt;• Bow-tie analysis</td>
</tr>
<tr>
<td>Plan &amp; Evaluate</td>
<td>• Compare results of risk analysis with criteria&lt;br&gt;• Prioritize risks</td>
</tr>
<tr>
<td>Respond</td>
<td>• Modify risk by developing control plans&lt;br&gt;• Implement control plans</td>
</tr>
<tr>
<td>Monitor &amp; Review</td>
<td>• Continue to monitor risks and controls&lt;br&gt;• Review and improve ERM framework&lt;br&gt;• Risk reporting</td>
</tr>
</tbody>
</table>
4. Risk analysis and risk drivers

During a risk evaluation, the Director, manager, stakeholders and subject matter experts (SMEs) are consulted. ERM staff gathers pertinent information to conduct the evaluation which includes a root cause analysis. Information gathered includes key risk drivers, key risk impacts, mitigations, processes, procedures, controls and internal/external risk trend. SMUD uses a commonly used framework called the bow-tie method for its root-cause analysis. This method allows easy visualization of the relationship between the risk event, its drivers and impacts, as well as preventive and mitigation activities. In addition, the method also allows for a structured risk analysis where quantification is not possible or desired. SMUD’s ERM framework takes into consideration impacts to SMUD’s finances, legal, regulatory and compliance, operations, reputation, public safety and workforce.

4.2 Climate change

The National Aeronautics and Space Administration (NASA) defines climate change as the change in the usual weather conditions and patterns found in a region. More specifically, it is a change in the average weather conditions such as temperature, rainfall, snow, ocean and atmospheric circulation, or in the distribution of weather around the globe. According to NASA, scientists think that the Earth’s temperature will keep increasing for the next 100 years. “This would cause more snow and ice to melt. Oceans would rise higher. Some places would get hotter. Other places might have colder winters with more snow. Some places might get more rain. Other places might get less rain.”

California has already been experiencing the impacts of climate change including prolonged droughts, increased coastal flooding and erosion and tree mortality. The state has also seen increased average temperatures, more extreme heat days, fewer cold nights, a lengthening of the growing season, shifts in the water cycle with less winter precipitation falling as snow and both snowmelt and rainwater running off sooner in the year. In addition to changes in average temperatures, sea level and precipitation patterns, the intensity of extreme weather events is also changing. Extreme weather events and resulting hazards, such as heat waves, wildfires, droughts and floods are already being expected.

California’s Fourth National Climate Assessment issued in November 2018 says that “climate change is expected to increase the frequency and intensity of wildfires,” consistent with many expert predictions that climate change would increase the risk of large and severe wildfires, including a potential increase in the total area burned. A number of climate-related factors have contributed to the increasing risk of wildfires. The severity of wildfires is generally a function of the condition of the combustible vegetation material involved, terrain or setting and weather conditions. Tree stress and mortality, including damage due to insect infestations such as the bark beetle exacerbate fire hazards creating a tinderbox, providing an environment for catastrophic fires. In addition, as air temperatures rise, forests and land are drying out, also increasing fire risks and creating weather conditions ripe for fire ignition and expansion.

Fire season in much of California has historically extended from early spring through the late fall, due to the dry and hot nature of these months. As a result of the extreme weather conditions and other impacts from climate change as well as the increase in population density and development in the wildland-urban interface (WUI), there’s a growing need for year-round fire prevention and preparedness.

7 California’s Fourth Climate Change Assessment, January 16, 2019. http://www.climateassessment.ca.gov/state/
### 4. Risk analysis and risk drivers

#### 4.3 Enterprise safety and wildfire risk

Following SMUD’s ERM assessment process, SMEs were consulted in conducting a bow-tie analysis for wildfires which could potentially involve SMUD equipment. The SMEs focused on potential causes of powerline sparks that could start a fire. The bow-tie analysis was conducted to identify SMUD’s vulnerabilities, exposure to and impacts from a wildfire as well as to identify current controls and mitigations to prevent wildfire occurrence, velocity and impact.

Figure 4 provides the risk bow tie, which summarizes the assessment process.

![SMUD's Wildfire Risk Bow Tie](smud.org/WildfireSafety)

Figure 4. SMUD’s wildfire risk bow tie. Drivers and impacts are indicators that a risk event could occur, not a reflection of actual or threatened conditions

<table>
<thead>
<tr>
<th>Key Risk Drivers</th>
<th>Triggering Event</th>
<th>Key Risk Impacts</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Contact from object</strong></td>
<td>Wildfires involving SMUD equipment</td>
<td>Serious Injury/Fatality</td>
</tr>
<tr>
<td>• Animal</td>
<td></td>
<td>Reliability</td>
</tr>
<tr>
<td>• Balloons</td>
<td></td>
<td>Financial</td>
</tr>
<tr>
<td>• Unspecified</td>
<td></td>
<td>Compliance</td>
</tr>
<tr>
<td>• Vegetation</td>
<td></td>
<td>Infrastructure/Property Damage</td>
</tr>
<tr>
<td>• Vehicle</td>
<td></td>
<td>Local Agency</td>
</tr>
<tr>
<td><strong>Equipment/Facility Failure</strong></td>
<td></td>
<td>Environmental and Ecological</td>
</tr>
<tr>
<td>• Capacitor Bank</td>
<td></td>
<td>Reputational</td>
</tr>
<tr>
<td>• Conductor</td>
<td></td>
<td>Customer and Community</td>
</tr>
<tr>
<td>• Crossarm</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Fuse</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Insulator</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Splice/Clamp/Connector</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Transformer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Unspecified</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Wire to Wire Contact/Contamination</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Weather</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Unknown</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Third Party Acts/Vandalism</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Acts of SMUD</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
4. Risk analysis and risk drivers

4.3.1 Fire risk drivers

Powerline equipment is generally the same across all utilities; a small niche of manufacturers and suppliers are used to procure equipment for construction of facilities. Slight variances in design and construction may be expected between utilities. SMUD staff evaluated other utilities’ fire causes and applied its own field experience to determine the potential risk drivers. Four categories were identified as potential for causing powerline sparks and ignitions:

- Contact from objects
- Equipment/facility failure
- Wire-to-wire contact/contamination
- Other

SMUD staff identified the following drivers associated with each category. These are discussed below but may not be limited to the following.

4.3.1.1 Contact from objects

Most overhead powerlines throughout the world are installed as bare wire on top of insulated poles and structures. Overhead powerlines are kept at a certain distance from the ground and from adjacent objects, based on the voltage level and applicable design criteria, to prevent contact and faults. However, with thousands of miles of overhead powerlines contacts from objects are anticipated by utilities and can occur throughout the year. Animals and highly conductive mylar balloons are some of the objects that come into contact with powerlines which can cause sparks and arcs. While protection equipment such as circuit breakers, reclosers and fuses are installed to isolate the faults, there are time delays (within fractions of a second or seconds) associated with when the equipment senses the fault and proceeds to isolate (or “trip”) the faulted section. The time delays are instant to the human, but not quite fast enough to prevent all sparks prior to tripping. Emitted sparks, molten metal or burnt foreign objects can fall on, and potentially ignite, any fuels underneath or near the powerline.

Vegetation such as trees, branches, palm fronds, etc., from inside and outside of powerline pathways can come into contact with powerlines at any time which can also cause sparks or arcs. Sometimes, the stress of contact is large enough to cause a connector or pole to fail which will lead to wires falling and touching the ground. In some instances, the tree or branch may continue leaning on the powerline and continue sparking or catch on fire due to resulting sparks.

Additionally, vehicles contacting poles or supporting guy wires can damage or break the pole. The heavy, broken pole in turn can put too much stress on connectors or crossarms and cause wires to break and fall to the ground potentially emitting sparks and arcs.
4.3.1.2 Equipment failure
All man-made equipment fails, at some point or another during its life. Failure modes can be discrete (internal) or destructive (materials ejected). Failure components such as hot line clamps, connectors and insulators can result in wire failure and cause the wire to fall into other equipment or to the ground. The energized conductors can emit sparks prior to breaker or fuse tripping/isolating. Transformers and capacitor banks can have internal shorts that can potentially be destructive and eject materials which could create a spark, leading to a fire.

4.3.1.3 Wire-to-wire contact/contamination
When two or more energized conductors come into contact with each other they will cause sparks and possible material to be ejected. There are many factors that could lead to such an occurrence. Any type of shaking of the pole or high winds may cause the powerlines to sway and touch. A shaking pole can be caused by vehicle contact or livestock rubbing against a pole or supporting guy wires. Certain types of faults (shorts) down the line can cause powerlines to gallop (bounce and buck).

Contamination on insulators can create a path for electricity to flow. This unintended path can track and cause a fault. Typical causes are ash, dust, debris and bird excrement on the insulator. These causes can usually be determined by burn marks along the insulator.

4.3.1.4 Other
SMUD's powerlines traverse through many parts of its service territory which include residential properties, along road rights-of-way (ROW), within business parking lots, etc.

Non-SMUD equipment and construction projects could be a possible cause of ignition. Even though property owners and contractors take precautions, their equipment can come into contact with powerlines and cause sparking triggering fires in the vicinity. Although unintentional, these contacts may cause damage to powerlines, poles and supporting equipment which may cause sparks and trigger fires in the vicinity.

SMUD equipment can also be vandalized and damaged, which may cause sparks and fires.

SMUD takes pride in a properly trained and well-informed workforce. Crews perform switching, construction and maintenance on facilities daily. However, the tools and vehicles they use can be sources of sparks or ignition. For example, driving a truck over dry grass/brush can cause the dry grass/brush to ignite. As such, SMUD trucks are equipped with fire suppression equipment and staff are properly trained to respond to an ignition and in the use of the fire suppression equipment.

During RFW periods in the UARP, crews working in remote sites limit hot-work (such as welding, grinding, cutting etc.) to prevent an ignition. As a precaution, designated staff assigned as a fire-watch, may stay behind after work completion for up to thirty minutes to ensure a fire doesn’t start after work crews leave a remote site.

In particular, SMUD’s VM contract crews have on-site fire suppression equipment (e.g., fire rake, water backpack and shovels). On remote sites where a masticator is being used, crews have a 200 gallon or greater water tank on hand for fire suppression and perform a one-hour fire watch after work is complete.
4. Risk analysis and risk drivers

4.4 Key risk impacts
If one of the risk drivers listed above were to occur, resulting in a fire ignition or wildfire incident, there could be many potential consequences. The worst-case scenarios could include:

- Personal injuries or fatalities to the public, employees and contractors
- Damage to public and/or private property
- Damage and loss of SMUD owned facilities and assets
- Impacts to reliability and operations
- Damage claims and litigation costs, as well as fines from governing bodies
- Damage to SMUD’s creditworthiness, or ability to borrow money or purchase insurance
- Environmental and ecological damage
- Damage to SMUD’s reputation and loss of public confidence
- Customer and community impacts
- Bankruptcy

SMUD recognizes the impacts that wildfires can have on the company, community and local economy.

4.5 Table Top Exercise
SMUD regularly conducts table top exercises (TTXs) to test, analyze and enhance the current level of SMUD’s internal and external coordination and expertise in responding to potential wildfire threats related to SMUD’s utility system facilities. The TTXs are used to enhance general internal awareness, test SMUD standard emergency operating plans and procedures in the wildfire context, invite collaboration with our public safety partners and community partners, and provide an opportunity to rehearse emergency practices in a simulated environment. The TTX’s operational objectives are developed to evaluate SMUD’s core response capabilities in three specific areas; (1) wildfire preparedness/mitigation, (2) emergency notification and response, and (3) short-term recovery operations and procedures.

SMUD utilizes the Homeland Security Exercise and Evaluation Program (HSEEP) principles for its exercise program management, exercise design, development, evaluation, and improvement planning processes. Each exercise program provides for analysis of data collected during the exercise as well as feedback obtained from relevant stakeholders to inform improvement planning.
5. SMUD’s asset overview

SMUD provides electricity to its customers via substations and T&D line assets. Table 3 depicts a high-level description of SMUD’s T&D assets.

Table 3. Asset description

<table>
<thead>
<tr>
<th>Asset Classification</th>
<th>Asset Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transmission line assets</td>
<td>Assets include conductor, transmission structures and switches operating at or above 69 kV (only 69 kV lines that tied to generation are considered transmission).</td>
</tr>
<tr>
<td>Distribution line assets</td>
<td>Assets include overhead conductor, underground cabling transformers, voltage regulators, capacitors, switches, line protective devices and street lighting operating at less than 69 kV (all 69 kV lines not tied to generation are considered distribution).</td>
</tr>
<tr>
<td>Substation assets</td>
<td>Assets include major equipment such as power transformers, voltage regulators, capacitors, reactors, protective devices, relays, open-air structures, switchgear and control houses.</td>
</tr>
</tbody>
</table>
5. SMUD’s asset overview

5.1 Fire threat assessment in SMUD service territory

5.1.1 CPUC high fire threat district (HFTD)

SMUD directly participated in the development of the CPUC’s Fire-Threat Map, which defines a Statewide high fire threat district (HFTD). SMUD has incorporated the HFTD map into its construction, inspection, maintenance, repair and clearance practices, where applicable.

In the HFTD map development process, SMUD served as a territory lead, and worked with utility staff and local fire and government officials to identify whether any areas within SMUD’s service territory are at an elevated or extreme risk of powerline ignited wildfire. It was determined through that process and affirmed by both a peer review and a team of independent nationwide experts led by the California Department of Forestry and Fire Protection (CAL FIRE), that SMUD’s service area is properly situated outside the HFTD.

Outside of its service area SMUD’s UARP facilities, including approximately 3 miles of 4kV power lines are situated within both Tier 2 and Tier 3 of the HFTD. Based on these processes, the existing environment and current information, SMUD believes that the HFTD map appropriately identifies the level of wildfire risk within SMUD’s service territory and UARP. SMUD will continue to evaluate factors that may indicate the CPUC should expand the HFTD to include additional areas.

The CPUC Fire-Threat map identifies Tier 3, extreme fire risk, Tier 2, elevated fire risk, and areas outside of the HFTD. Figure 5 depicts the CPUC Fire-Threat Map and SMUD’s location within the map.

Figure 5. SMUD’s territory within CPUC Fire-Threat Map
SMUD’s assets are located both within HFTD areas (including Tier 2 and 3) and areas not deemed within the HFTD (referred to as non-tier or outside HFTD in this document). Approximately one quarter of SMUD’s 468 overhead line-miles are located within the HFTD; of that approximately 10% are located within Tier 3, that are deemed “Extreme Fire Threat.” None of SMUD’s 236 substations are located within the HFTD. Table 4 shows the breakdown of SMUD’s T&D assets by HFTD tiers.

Table 4. Overview of SMUD’s T&D assets in CPUC tiers

<table>
<thead>
<tr>
<th>Asset</th>
<th>Total Circuit-miles</th>
<th>Outside HFTD Circuit-miles</th>
<th>%</th>
<th>Tier 2 Circuit-miles</th>
<th>%</th>
<th>Tier 3 Circuit-miles</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total OH transmission</td>
<td>468.1</td>
<td>335.2</td>
<td>72%</td>
<td>82</td>
<td>18%</td>
<td>50</td>
<td>11%</td>
</tr>
<tr>
<td>69 kV transmission lines</td>
<td>37.8</td>
<td>6.9</td>
<td>18%</td>
<td>30.9</td>
<td>82%</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>115 kV transmission lines</td>
<td>47.0</td>
<td>47.0</td>
<td>100%</td>
<td>0</td>
<td>0%</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>230 kV transmission lines</td>
<td>382.5</td>
<td>280.5</td>
<td>73%</td>
<td>51.5</td>
<td>13%</td>
<td>50.5</td>
<td>13%</td>
</tr>
<tr>
<td>Total OH distribution</td>
<td>3871</td>
<td>3868</td>
<td>100%</td>
<td>1.9</td>
<td>0.05%</td>
<td>1.2</td>
<td>0.03%</td>
</tr>
<tr>
<td>Total OH circuit-miles</td>
<td>4339</td>
<td>4203</td>
<td>97%</td>
<td>84</td>
<td>1.9%</td>
<td>51</td>
<td>1.2%</td>
</tr>
</tbody>
</table>

Table 4. (continued)

<table>
<thead>
<tr>
<th>Asset</th>
<th>Total</th>
<th>Outside HFTD</th>
<th>Tier 2</th>
<th>Tier 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total load serving substations</td>
<td>236</td>
<td>236</td>
<td>100%</td>
<td>0</td>
</tr>
</tbody>
</table>

Note: All Tier 2 and Tier 3 facilities are located in the UARP area, outside of SMUD’s electric service territory.
Figure 6 below shows the UARP area where all of SMUD’s Tier 2 and Tier 3 assets reside.

5.1.2 CAL FIRE Fire Resource and Assessment Program (FRAP)

CAL FIRE publishes multiple maps related to fire threat throughout the state. The Fire Hazard Severity Zone (FHSZ)\textsuperscript{10} map is one which SMUD staff has relied on for many years to plan maintenance activities. CAL FIRE is in the process of updating this map. In addition a new Fire Threat\textsuperscript{11} map was published in December 2019. SMUD is monitoring this process, and will incorporate new information into SMUD’s mitigation programs as needed. The new FHSZ map will trigger a similar analysis when published. Program adjustments will be noted in the next revision of the WMP.

Although SMUD takes CAL FIRE’s FHSZ mapping into consideration as part of its wildfire mitigation planning, SMUD’s Wildfire Mitigation Plan references the CPUC Fire Threat Map which focuses on the risk of utility associated wildfires\textsuperscript{12}.

\begin{itemize}
  \item \textsuperscript{10} \url{https://egis.fire.ca.gov/FHSZ/}
  \item \textsuperscript{11} \url{https://frap.fire.ca.gov/media/10315/firethreat_19_ada.pdf}
  \item \textsuperscript{12} \url{www.cpuc.ca.gov/firethreatmaps}, July 19, 2019.
\end{itemize}
6. Wildfire prevention strategy and program

SMUD has a robust set of measures to address potential wildfire risks. The WMP will incorporate existing efforts and identify the process moving forward to supplement them where a need is identified. SMUD regularly coordinates with local fire agencies and other first response agencies. It also participates with emergency operations activities in its system areas. SMUD has robust VM programs with accelerated and targeted VM work (pruning & removal) cycles and is using enhanced technologies including LiDAR and Hyper-Spectral Imagery (these technologies can help identify diseased trees and trees that are a risk to SMUD lines). It also has robust inspection and maintenance programs that include aerial patrols with helicopters, IR inspections using helicopters (which can detect heat from power equipment before an event occurs) and regular ground inspections of all facilities (including core testing of the wood poles). SMUD is exploring potential system improvements such as the use of non-sparking equipment in key areas (e.g., use of CAL FIRE exempt fuses), replacing wood poles with steel in certain cases and the use of covered conductor alternatives. SMUD has initiated multiple projects to underground 4kV distribution lines in the UARP, as well as study alternative on-site generation sources to eliminate the distribution lines. SMUD has protocols for disabling automatic reclosers and for de-energizing lines to protect public safety (some conditions that factor into these protocols include: RFW, forecasted temperatures above 100°F, winds exceeding design standards, low humidity). It also has an Outage Communications Plan that address potential de-energization events (SMUD will include targeted messaging for affected areas that will set expectations and identify support resources). See the following table for activities that address key wildfire risk factors.
6. Wildfire prevention strategy and program

Table 5. Activities that address wildfire risk factors

<table>
<thead>
<tr>
<th>Risk Factor</th>
<th>Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fuel</td>
<td>• Vegetation management</td>
</tr>
<tr>
<td></td>
<td>• Fuels reduction</td>
</tr>
<tr>
<td></td>
<td>• Piloting use of LiDAR and Hyper-Spectral Imagery</td>
</tr>
<tr>
<td>Equipment/facility failure</td>
<td>• Routine maintenance</td>
</tr>
<tr>
<td></td>
<td>• Focused design and construction standards to reduce ignition sources</td>
</tr>
<tr>
<td></td>
<td>• Transmission and distribution line detailed inspections and annual patrol</td>
</tr>
<tr>
<td></td>
<td>• No reclosing during fire season</td>
</tr>
<tr>
<td></td>
<td>• Non-expulsion fuses and arrestors</td>
</tr>
<tr>
<td></td>
<td>• Intrusive pole testing and pole replacement</td>
</tr>
<tr>
<td></td>
<td>• De-energization of lines during certain conditions</td>
</tr>
<tr>
<td>Contact from object(s)</td>
<td>• Animal/Bird guards</td>
</tr>
<tr>
<td></td>
<td>• Raptor construction (increased line spacing)</td>
</tr>
<tr>
<td></td>
<td>• Increased vegetation clearances</td>
</tr>
<tr>
<td>Wire to wire contact</td>
<td>• Weather station and monitoring</td>
</tr>
<tr>
<td>Other</td>
<td>• SMUD worker/contractor education on fire ignition sources from normal work activities</td>
</tr>
<tr>
<td></td>
<td>• Fire watch 30 minutes after work completion in high risk areas</td>
</tr>
</tbody>
</table>

6.1 Distribution grid operational practices

6.1.1 Disabling reclosing during fire season

SMUD has adopted procedures for the operation of reclosers. For the purposes of those procedures, fire season is defined as:

- May 1 to October 1, or
- RFW in effect for areas inside or immediately surrounding the PCA

SMUD disables automatic reclosing on certain substation and line reclosers that extend into the PCA. In some cases, the line reclosers are completely bypassed with fuses if automatic reclosing cannot be disabled. On circuits where line reclosers are bypassed, the fuses provide protection to the end of the line. Due to climate change, the dry summer season is extending further into the year. Reclosing will remain disabled until the first major rain event in the service territory. See Figure 8 for graphic of the PCA.

6.1.2 Planned de-energization during fire season

During fire season, SMUD has elected to take certain measures to mitigate the risk of wildfires in the PCA, that could potentially migrate to the HFTD areas. When weather conditions that precede wildfires are forecasted and a wildfire threat is imminent, SMUD’s Distribution System Operations (DSO) personnel have the authority to de-energize select distribution circuits in the PCA. DSO personnel will use individual or multiple de-energization triggers listed below, as well as power system knowledge and potential community impacts to make de-energization decisions. This decision requires a balancing of all these factors as well as a knowledge of the area and operation of the power system; no single trigger is determinative. DSO relies on weather data from various sources, including Wunderground.com and SMUD’s internal Energy Management System.
6. Wildfire prevention strategy and program

Triggers for de-energization of PCA circuits:

- Imminent fire danger
- Customer or community impacts
- A RFW declaration by National Weather Service in effect for areas inside or immediately surrounding the PCA
- Critically dry vegetation that could serve as fuel for a wildfire
- Low humidity levels
- Temperatures over 100ºF
- Winds projected beyond 12kV design criteria (56 mph)
- Mandatory fire orders in effect (as directed by any Agency Incident Commander)
- On-the-ground, real-time observation from SMUD or other agency field staff

SMUD’s DSO personnel have the authority to de-energize portions of the distribution grid during emergency conditions when requested by local police or local fire officials. These are handled individually, and don’t fall under PUC 8387 requirements.

6.2 Transmission grid operational practices

6.2.1 Disabling reclosing

All Valley 115 kV, 230 kV and UARP 69 kV, 230 kV transmission auto reclosers are disabled and will remain disabled to mitigate wildfire risks.

6.2.2 Planned de-energization during fire season

SMUD’s Power System Operators (PSO) have the authority to de-energize portions or all of the Valley and UARP transmission line(s) for safety, reliability, conditions beyond design criteria, threat of wildfires and during emergency conditions when requested by local law enforcement or fire officials. Per existing protocols, planned de-energizations are coordinated with interconnected agencies.

During active fire season as declared by CAL FIRE the PSO is authorized to de-energize portions or all of the Valley and UARP transmission line(s) when there is imminent fire danger, mandatory fire orders are in effect, and/or the transmission system is experiencing conditions beyond design criteria. The PSO will take a combination of many factors into consideration when implementing de-energization procedures, which include the triggers listed below, as well as power system knowledge and potential community impacts. De-energization decisions require a balancing of all these factors as well as a knowledge of the area and operation of the power system; no single element is determinative.

- Extreme fire danger threat levels, as classified by the National Fire Danger Rating System
- A RFW declaration by the National Weather Service
- Low humidity levels lower than what is required for a RFW
- Sustained winds exceeding design standards
- Site-specific conditions such as temperature, terrain and local climate
- Critically dry vegetation that could serve as fuel for a wildfire
- On-the-ground, real-time observation from SMUD or other agency field staff
- The PSO utilizes various operational and situational awareness tools to determine when de-energization is appropriate. The tools are listed below:
  - Weather data telemetered into SMUD’s Energy Management System; such as wind speed, wind direction, air temperature, barometric pressure, relative humidity
  - CAL FIRE Incidents Information, http://cdfdata.fire.ca.gov/incidents/incidents_stateevents
  - CAL FIRE California Statewide Fire Map, http://www.fire.ca.gov/general/firemaps
  - Indji Watch real time operational tool
  - Geographic Information System (GIS) based tools
6. Wildfire prevention strategy and program

6.3 Infrastructure inspections and maintenance

SMUD performs a multitude of time-based inspections on its T&D facilities. A description of the inspections is summarized in the following sections.

6.3.1 Transmission line inspections

SMUD’s transmission lines are grouped in two inspection areas. The UARP region includes all lines east of Folsom going up to the hydro-electric facilities in the Sierras. The Valley region comprises of all transmission lines in SMUD’s service territory.

6.3.1.1 Aerial patrols (helicopter)

SMUD uses helicopters to perform aerial inspections of transmission lines. During these patrols, line inspectors inspect the condition of line structures and attachments, any structural problems and safety hazards, damage to insulators, vibration dampers, hardware, conductors, static shield wires, optical ground wires, signs of hot spots, vegetation growth and tower identification signs (aerial signs).

Aerial patrols are performed twice a year on all lines in the UARP and once a year in the Valley.

6.3.1.2 Ground patrols

Line inspectors use a combination of walking and driving when conducting ground patrols. They visit transmission tower sites to make detailed visual inspections and on occasion they complete IR inspections. The line inspectors utilize binoculars to detect any damage to above ground components. Line inspectors may climb towers identified with severe corrosion or deformation to determine the corrective action required.

Ground patrols are performed annually on all lines in the UARP, and every two years on all lines in the Valley.

6.3.1.3 IR inspections (helicopter)

The line inspectors use IR cameras to inspect transmission lines as part of one of the helicopter patrols. An IR camera is used to identify “hot spots” on current carrying components of the transmission line. Hot spots could be an indication of loose connections that may fail. The images are saved, and written reports are prepared, which document the conditions found. The documentation identifies the location, problem found, date and time of the IR inspection. When the thermographer identifies abnormal conditions, these are reported for investigation and correction as necessary. Items identified are reported and scheduled for correction.

IR inspections are performed annually on all lines in the UARP, and every two years in the Valley.
6.3.1.4 Wood pole intrusive inspections
Intrusive inspections require sample material be taken for analysis, and/or using more sophisticated diagnostic tools beyond visual inspections or instrument reading. Wood poles are subjected to an intrusive inspection to determine and identify problems such as rot and decay. The inspection is performed using a calibrated drill bit that records the resistance and pressure required to drill a fixed diameter hole to a measured depth. The results are produced as a graph on a depth scale which is used to find voids and decay within the pole.

SMUD intrusively inspects wood poles at a minimum cycle of 10 years and a maximum cycle of 14 years.

6.3.1.5 Vegetation right-of-way maintenance
Both line inspectors and VM planners visually inspect the T&D ROW for encroachments, access road conditions and safety hazards. An annual helicopter patrol is also conducted to specifically inspect for vegetation issues that could threaten SMUD facilities. The VM ROW maintenance program’s approach is to remove and prune vegetation in the ROW of incompatible species and to maintain low-growing diverse plant communities that are compatible with electrical facilities by using Integrated Vegetation Management (IVM) Wire Zone-Border Zone Management which is the industry standard. This is a long-term approach which supports system reliability through reclaiming the ROW and managing for future workload. This approach allows for ongoing monitoring of vegetation corridors to prevent encroachment into the minimum vegetation clearance distance (MVCD) and also ensures SMUD facilities meet or exceed state laws and industry standards.

Vegetation ROW inspections are performed annually on all transmission, and distribution lines in the UARP, and regularly one to three years on T&D lines in the Valley.

6.3.1.6 Splice assessment program
This program is designed to assess the integrity of transmission conductor splices. The technology used by an outside contractor uses an x-ray machine that encompasses a splice and takes an x-ray image of the splice. Inspectors then evaluate the image to determine the internal condition of the splice. This allows staff to identify splices that are potentially close to failure. A special type of in-line splice connector corrector is installed to strengthen the splice when needed.

6.3.2 Distribution line inspections
SMUD performs various inspections on distribution lines to ensure safety, reliability and consistency with standards in California Public Utility Commission (CPUC) General Order (GO) 95, GO 128 and GO 165.

6.3.2.1 Detailed line inspections
Line inspectors use a combination of walking and driving when conducting detailed line inspections (DLIs). They visit each SMUD pole to make detailed visual inspections. The line inspectors utilize binoculars to detect any damage to above ground components attached to the pole. The inspectors look for broken or loose hardware; mechanical damage to any component; condition of guy wires and anchors; condition of insulators and conductors; condition of disconnects and fuse holders; condition of risers and conduits; condition of transformers, reclosers and cap banks. Ground conductors, moldings, signs, and other minor hardware is also inspected. Similar inspections are performed on pad-mounted equipment and equipment installed below grade in vaults or building basements.

DLIs are performed every five years on all overhead distribution equipment and pad-mounted equipment, and every three years on underground equipment.

6.3.2.2 Line patrols
Line patrollers patrol their designated service area and track their progress with a GIS enabled visualization tool. The use of the tool ensures that all devices within SMUD’s service territory are patrolled. The patrollers are looking for obvious signs of defects, structural damages, broken hardware, sagging lines and vegetation clearance issues. Any anomalies found are addressed based on severity of the defect.

Line patrols are performed annually on all distribution lines and equipment.
6. Wildfire prevention strategy and program

6.3.2.3 69 kV and Pole Clearing Area 12 kV IR inspections (helicopter)
SMUD performs helicopter IR inspections on 69 kV circuits in the Valley and 12 kV circuits within the PCA. See section 6.3.1.3 for additional description.

69 kV and PCA 12 kV IR inspections are performed every other year in the Valley.

6.3.2.4 Wood pole intrusive inspections
Distribution wood pole intrusive inspections follow the same criteria as transmission wood poles intrusive inspections. See section 6.3.1.4.

6.3.2.5 Annual pole clearing program
The pole clearing program is an annual requirement to clear vegetation around poles that have certain CAL FIRE non-exempt equipment on it in the PCA. This program is in compliance with California Public Resource Code 4292. The code calls for clearing vegetation within a 10-foot radius of a pole or tower on which non-exempt equipment is attached, unless such pole or tower meets certain criteria that makes it exempt from the clearance requirements. SMUD contracts this activity out for completion prior to May 15th of each year.

6.3.3 Distribution substation inspections
SMUD performs various inspections on substations to ensure safety and reliability. SMUD inspections meet or exceed standards in CPUC GO 174.

6.3.3.1 Visual inspections
Substation inspectors visit each SMUD substation to visually inspect the facility and all equipment within. The inspectors look for broken or loose hardware; vandalism or damage to any equipment; oil or gas leaks; perimeter fence security; condition of the buss, insulators and other hardware; condition of the control house; conditions of the poles/structures and lines exiting the substation; condition of the disconnects and fuses for signs of damage and connectivity.

Visual inspections are performed 10 times per year.
6. Wildfire prevention strategy and program

6.4 Vegetation management

SMUD’s VM program is responsible for the patrol, work plans and quality control (QC) audits of the actual tree work for the T&D system in the Valley, as well as the Transmission system in the UARP. These activities are performed year-round in order to remain in compliance with applicable Federal Facilities Design, Connections and Maintenance (FAC) 003-4 and State regulations, including Public Resources Codes section 4292 and 4293; and incorporate the standards in CPUC GO 95 Rule 35.

6.4.1 Distribution system vegetation management

SMUD performs routine vegetation maintenance, such as pruning and removal, on a time-based interval. This interval consists of one, two, and three-year ground-based field patrols. The field patrols are ground based inspections of tree and conductor clearances and hazard tree identification. The results of the patrols are targeted areas for vegetation pruning or removal.

SMUD hires contracted tree crews to complete the identified annual vegetation work (pruning and removal) needed to ensure public safety and electric reliability as well as reduce wildfire risk in SMUD’s service territory. During the tree work, the contractor aims to achieve up to 15 feet of clearance, unless otherwise directed by SMUD VM staff. The contractor also clears vegetation from SMUD’s secondary voltage, service drops and pole climbing space on an as needed basis. SMUD’s contractors follow American National Standards Institute (ANSI) A300 concepts and utility directional pruning, which supports proper pruning/tree health while achieving and maximizing the pruning cycle.

6.4.2 Transmission system vegetation management

SMUD VM planners perform annual ground-based field patrols to ensure compliance with state and federal regulatory requirements (Public Resource Code 4293) and alignment with standards in CPUC GO 95 Rule 35 and FAC 003-4. The field patrols are ground based inspections of tree and conductor clearances and hazard tree identification. The results of the patrols are targeted areas for vegetation pruning or removal. Additionally, SMUD completes annual aerial patrols to address the ongoing challenge of tree mortality due to drought and various insect vectors.

SMUD hires contracted tree crews to complete the identified annual vegetation work (pruning and removal) needed to ensure public safety and electric reliability as well as reduce wildfire risk in SMUD’s service territory. During the tree work, the contractor follows the planner’s prescription to achieve the desired clearance. SMUD’s contractors follow ANSI A300 concepts and utility directional pruning, which supports proper pruning/tree health while achieving and maximizing the pruning cycle. Additionally, SMUD’s transmission VM program aligns with ANSI A300 Part 7 IVM standard.

6.5 Fire mitigation construction

6.5.1 Ester-based insulating fluid (Envirotemp FR3) in transformers

Envirotemp FR3 fluid is a natural ester derived from renewable vegetable oils – providing improved fire safety, transformer life/load ability and environmental benefits that are superior to mineral oil and unsurpassed by any other dielectric coolant. SMUD began purchasing and installing pad mounted and pole mounted transformers with FR3 fluid in 2004. All new distribution transformers installed since 2004 and moving forward contain FR3 fluid. This includes replacements for old transformers and new installations.

6.5.2 Non-expulsion equipment in PCA and UARP 4kV

SMUD has identified additional targeted wildfire mitigation measures for the PCA and the UARP 4kV lines. A capital program is in place and scheduled for overall replacement of expulsion type equipment. SMUD may have to replace poles, lines, or equipment as ongoing activities. For this reason, SMUD crews will install non-expulsion equipment (CAL FIRE exempt equipment) if any construction activity occurs in the PCA or on the UARP 4kV lines.

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13 Additional Information: https://www.cargill.com/bioindustrial/envirotemp/fr3
6. Wildfire prevention strategy and program

6.5.3 Weather stations
SMUD has 14 weather stations within its service territory and UARP, eight are in the service territory and six in the UARP. Of the six in the UARP, four new weather stations were installed in 2018 and are positioned on towers located within the HFTD. Data from weather stations installed in SMUD’s service territory and UARP assist in the real-time monitoring of weather conditions for situational awareness and to help inform implementation of mitigation measures such as de-energization of transmission lines.

6.5.4 Covered conductor and Ductile Iron poles
A new generator tie line was required to interconnect a new small hydro generator to PG&E distribution in the UARP. This opportunity was used to pilot the installation of covered conductor installed on ductile iron poles. This line is the first of its kind in SMUD’s experience. Use of these materials has provided valuable information to SMUD engineering and construction staff. This information can be used to identify other potential locations for use of covered conductor solutions.

6.6 System enhancement capital projects
SMUD forecasts and plans for upcoming work several years in advance. This planning process allows adequate level of staffing and funding for needed projects. This section identifies the specific upcoming projects that help reduce SMUD’s wildfire risk.

6.6.1 Install non-expulsion devices in PCA
Start Date: 2020
Expected Completion: 2025
This project will target SMUD’s PCA to reduce the risk of fire ignitions by installing non-expulsion equipment (CAL FIRE exempt equipment14). Existing overhead fuses and fuse holders will be replaced with non-expulsion type fuses. Existing arresters will be replaced with new arresters that have arc protection.

6.6.2 Upgrade UARP 4kV breakers for remote operability
Start Date: 2020
Expected Completion: 2020
This project will target SMUD’s 4kV distribution system in the UARP to reduce the risk of fire ignitions. The 4kV circuit breakers will be upgraded to allow PSO to remotely de-energize the lines during high fire threat conditions. The upgrade will also bring back breaker status to PSO to provide confirmation of breaker open or close status.

6.6.3 Install non-expulsion devices in UARP 4kV system
Projected Start Date: 2020
Expected Completion: 2021
This project will target SMUD’s 4kV distribution system in the UARP to reduce the risk of fire ignitions by installing non-expulsion equipment (CAL FIRE exempt equipment15). Existing overhead fuses and fuse holders will be replaced with non-expulsion type fuses. Existing arresters will be replaced with new arresters that have arc protection.

6.6.4 Replace #6 Copper conductors in PCA
Projected Start Date: 2021
Expected Completion: 2023
This project will target SMUD’s PCA for removal of #6 copper conductors and replacement with heavier gauge aluminum. The project was proposed in conjunction with Eagle Take Permit mitigation work to reduce avian contacts issued in connection with the expansion of SMUD’s Wind Farm in Solano County. The mitigation activity involves re-framing approximately 185 poles to increase overhead conductor spacing.

6.7 Pilot projects
Pilot projects are initiated to explore technologies and practices that are new to SMUD. These projects are intended for SMUD staff to evaluate the effectiveness and benefits of the technologies or practices. The pilot has to prove successful in order to implement the technology or practice. Some of the factors considered at the conclusion of a pilot are proven risk reductions, material and installation costs, ease and efficiency of installations, and overall effectiveness of the technology. Based on the results of the pilots, SMUD may elect to integrate the technologies or practices into its various ongoing maintenance programs. Current pilot projects are described below.

Additional Information:
14 Additional Information: https://osfm.fire.ca.gov/media/8482/fppguidepdf126.pdf
15 Additional Information: https://osfm.fire.ca.gov/media/8482/fppguidepdf126.pdf
6. Wildfire prevention strategy and program

6.7.1 Aerial LiDAR\textsuperscript{16} ortho, oblique and hyper spectral imagery

Start Date: 2017
Expected Completion: 2022

SMUD contracted with an external vendor to utilize LiDAR and remote sensing to supplement or enhance traditional “boots on the ground” vegetation patrols. Both LiDAR and Hyperspectral Imagery is obtained from rotary and fixed wing aircraft. The technology measures vegetation clearance distances from the conductor in both “as flown” and modeled conditions. Modeling is taking all the engineering calculations for maximum load and wind ratings to calculate clearance distances in a “worse-case scenario”. The Hyperspectral and Ortho Imagery is used to pinpoint tree speciation and supports detecting tree health or condition that may not yet be visible to the naked eye. The vendor captured LiDAR data along the transmission corridors in the UARP, as well as the portions of Sacramento County designated as CAL FIRE’s State Responsibility Area (SRA) for both T&D circuits. The Lidar detections are categorized by priority. As soon as SMUD VM receives notification, SMUD VM field checks (within 1 business Day, most within same day data is received). Urgent and Future Potential conflicts are field checked and tree work prescribed as needed within 2-3 week of obtaining the data. Additionally, longer range detection conflicts are prioritized and incorporated into routine annual patrols (Transmission & SRA Distribution). These are reviewed by SMUD VM Planners during annual patrols and tree work prescribed as required.

6.7.2 Install fire monitoring cameras on towers in UARP transmission corridor

Projected Start Date: 2022
Expected Completion: 2024

Fire monitoring cameras are a new technology tool that could be used to detect fire. An alarm is sent in real-time through a communications network to operators when the camera detects a fire in its field of vision. Operators can then verify and respond accordingly to prevent or reduce fire risks. SMUD’s UARP transmission corridor travels through some remote locations of the Sierra Nevada mountain range where cell networks may not be available. SMUD will pilot the use of these cameras to see how they may help reduce SMUD’s wildfire risk. The pilot project is in the early stages of development and project milestones have not been outlined.

6.7.3 Feasibility Study of 4kV lines in UARP

Projected Start Date: 2019
Expected Completion: 2021

SMUD is evaluating the feasibility of various options for reconstruction of the UARP 4kV bare wire overhead lines. This evaluation will include options to re-conductor the lines with covered conductor and to underground lines along the roadways as replacement of the overhead lines. In addition, on-site renewable generation sources are being evaluated as potential alternatives which will allow elimination of the lines entirely. This evaluation will be the basis for identifying one or potentially more projects for replacing the existing bare wires. We anticipate selecting an approach and initiating a construction project in 2021.

6.7.4 High definition image capture using drones

Projected Start Date: 2020
Expected Completion: 2021

SMUD is partnering with a vendor who will capture high resolution images of SMUD’s transmission structures in the UARP using an unmanned aerial vehicle (“drone”) with attached cameras. Multiple images will be captured of various components such as insulators, hardware and dampers found on typical transmission structures. The images will then be processed by an Artificial Intelligence software that will automatically identify known defects on the various components. Additionally, the images will be separately reviewed by online qualified electrical workers to identify potential defects they can see. The identified defects will be reviewed by SMUD staff and appropriate corrective actions will be scheduled.

\textsuperscript{16} Additional Information: https://www.neonscience.org/lidar-basics
6.7.5 Static Lidar Camera evaluation in UARP using Ai4

Projected Start Date: 2021
Expected Completion: 2022

The intent of Ai4 is to allow for daily inspections of power lines and, using new and unique remote sensors, eliminate potential for human error in determining clearances and threats. Ai4 devices are designed to be mounted on poles or towers, or other structures, and are connected to Ai4 Cloud service wireless networking integrated into the devices. Ai4 technology will utilize daily change detection to identify trees that have just started to show signs of lean towards powerlines and provide current clearances between trees and power lines. This pilot will allow SMUD to remotely perform daily visual and LiDAR inspections of these sites.

6.8 Emerging technologies

SMUD recognizes that numerous emerging technologies are developing and may play a role in building the resiliency of the system. SMUD will continue to monitor available technologies in future WMPs.

6.9 Workforce training

SMUD has work rules and complementary training programs for its workforce to help reduce the likelihood of the ignition of wildfires. In summary:

SMUD Lineworkers complete a 4 year apprenticeship with over 7,500 hours of on-the-job training, in-class, hands-on, and eLearning training. Beyond the carefully documented and tracked on-the-job training Lineworker Apprentices also participate in 2 weeks of Initial Field Training, a 24 week Cold / Hot School, and annual safety / regulatory bundled training. All training programs include a mix of classroom and hands-on training. Each Apprentice is held accountable to their training and progress is measured through a step test system that includes a written and hands-on / practical test every six months.

In addition, all new SMUD Lineworkers receive a 1.5 hour hands-on Fire Safety training during Initial Field Training. This training consists of 30 minutes classroom training that covers hazards, hot work near power poles and off road activities, red flag warnings, preparedness, fire extinguishers, and more. The training also includes about 60 minutes of hands-on training using fire extinguishers. In addition, all SMUD Lineworkers receive a 30-60 minute Fire Safety training every two years. This training includes classroom and hands-on training. SMUD also offers a 30 minute Fire Safety eLearning module that can be offered when the hands-on training is not feasible.
7. Response Guidelines

7.1 Emergency Preparedness and Response

As a publicly owned utility, SMUD has planning, communication and coordination obligations pursuant to the California Standardized Emergency Management System (SEMS) Regulations, adopted in accordance with Government Code section 8607. The SEMS Regulations specify roles, responsibilities and structures of communications at five different levels: field response, local government, operational area, regional and state. SMUD has adopted SEMS and other local, state and federal emergency management doctrine into its comprehensive Emergency Operations Plan (EOP). The EOP identifies wildfire as a major risk in accordance with this Wildfire Mitigation Plan. Pursuant to this structure, SMUD regularly coordinates and communicates with the relevant safety agencies as well as other relevant local and state agencies, as a peer partners.

SMUD interacts with emergency response agencies on a peer-to-peer relationship. As part of SMUD’s response to a storm, fire, rotating outage, black start events, etc., SMUD collaborates with the local Office of Emergency Services (OES) and provides an agency representative (liaison) to the county (and/or city) Emergency Operations Centers (EOC) to ensure appropriate communication and coordination. Our two primary coordination points for wildfire-related coordination are Sacramento County OES and El Dorado County Sheriff’s Office OES (for the UARP region). Additionally, SMUD maintains good relationships with Yolo (gas pipeline), Placer (service territory and UARP), Solano (Wind Farm) and Yuba (Camp Far West) Counties.

Upon notification of potential proactive de-energizations or rotating outage events due to wildfire concerns, emergency preparedness (EP) Staff will coordinate with the appropriate County OES to ensure that all first and emergency response organizations are notified of the de-energizations and estimated restoration time (if known). In addition, during a highly localized event, EP Staff will directly notify first and emergency responder jurisdictions of the de-energizations/outage.

SMUD EP staff also invite counties to send agency representatives into SMUD’s EOC. These representatives can include personnel from the following organizations: City of Sacramento Fire Department, Sacramento Metropolitan Fire District, City of Folsom Fire Department, local cities, Sacramento County OES, the National Weather Service and other local critical infrastructure agencies, ensuring coordination for our service territory.

Additionally, SMUD EP staff serve as SMUD’s utility representatives when requested by the California Governor’s OES (CalOES) at the California State Operations Center (SOC) for the California Utilities Emergency Association (CUEA), providing a direct link for critical infrastructure coordination to the SOC.
Figure 7. Standardized emergency management system (SEMS) emergency operations coordination

Standardized Emergency Management System (SEMS) Emergency Operations Coordination

<table>
<thead>
<tr>
<th>SEMS Levels</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>State</td>
<td>California State Operations Center (SOC) (Mather, California)</td>
</tr>
<tr>
<td>Region</td>
<td>California OES Inland Region Emergency Operations Center (Inland REOC) (Sacramento, California)</td>
</tr>
<tr>
<td>Operational Area</td>
<td>Sacramento Operational Area Emergency Operations Center (Sacramento, California)</td>
</tr>
<tr>
<td>Local</td>
<td>SMUD Emergency Operations Center (Sacramento, California)</td>
</tr>
<tr>
<td>Field</td>
<td>SMUD Field Operations/Incident Command (At Emergency Location)</td>
</tr>
<tr>
<td></td>
<td>California Utilities Emergency Association (CUEA) Utilities Operations Center (UOC) (Mather, California)</td>
</tr>
<tr>
<td></td>
<td>El Dorado Operational Area Emergency Operations Center (Placerville, California)</td>
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</table>
7.2 Public and agency communications for a potential wildfire

Public safety is a guiding principle at SMUD. De-energizing powerlines may be the safest approach and makes sense if the risk of a wildfire starting and spreading is severe. While SMUD’s WMP activities are designed to mitigate wildfire danger, in instances of high fire threat conditions, one mitigation measure could result in an interruption of electrical service. SMUD proactively communicates to customers and key stakeholders through multiple channels about preparing for potential curtailments, and the power restoration process.

SMUD recognizes that many entities and individuals are particularly vulnerable during extended power outages and makes every effort to provide up to date information to these populations prior to, during and after an event. This proactive communication is utilized for:

1. A wildfire threat to localized circuits within the SMUD service territory that results in localized de-energization.

2. A wildfire threat to SMUD’s UARP hydroelectric generation and transmission system that results in a de-energization event causing a capacity/energy shortage (rotating outages).

3. A wildfire threat to a major shared transmission line(s) that impacts the statewide grid or parts of it and creates a resource shortage for the utilities, including SMUD, that rely on the resources the line(s) provides.

SMUD’s Contact Center, Strategic Account Advisors, Media Services, social media and smud.org will provide ongoing and available resources for communication and education for the overall customer base. SMUD will be rolling out an opt in program for all customers that allows participants to receive additional information or notifications in the unlikely event of a wildfire in our service territory.

Additionally, SMUD launched a webpage, smud.org/WildfireSafety, that provides information about SMUD’s effort on wildfire planning and prevention, how to identify fire risk in areas where SMUD maintains electric facilities, a video on our wildfire mitigation efforts, emergency planning and preparation (in six different languages) and SMUD’s de-energization protocols.

SMUD also proactively communicates before potential emergency events about our efforts to prepare for and reduce wildfire risk.

In advance of peak fire season, SMUD will conduct ongoing education communication about how to prepare for emergencies in the event of a wildfire, natural disaster or major outage. The Communications include:

- Letters to Medical Equipment Discount Rate program (MED Rate) and Senior ID customers.
- Outdoor billboards
- Articles in Customer newsletters (print and email)

SMUD’s Public Information Specialists will provide ongoing mass media communication via traditional news media channels and via Facebook and Twitter to provide customers and the community with information about an emergency or potential emergency. SMUD will use established standard outbound communications channels for unplanned outages.

SMUD’s Government Affairs Representatives will reach out to the executive staff of local governments, elected officials, SMUD’s state delegation, federal and tribe representatives, and appropriate agency staff to provide initial contact and ongoing communications by email and phone with messages for their constituents.

Customers will be directed to the smud.org/WildfireSafety webpage for information where they’ll be able to find:

- Wildfire Policy and Procedure brochure
- Information on how SMUD mitigates fire risk
- Emergency preparedness tips guide (6 languages)
- Links to additional resources
- Video on wildfire mitigation efforts
- Rotating outage map and periodic event updates
- Frequently Asked Questions on the de-energization process
7. Response guidelines

In the time leading up to a potential or imminent safety de-energization event, SMUD does its best to establish or maintain contact with customers it believes may be impacted (via the various channels mentioned above) and keep the media, local agencies and the public aware of the number of customers affected and SMUD’s activities and restoration efforts.

Key stakeholders and public safety partners, including potentially affected federal, state and local elected officials, City and County executive staff, tribe representatives and first responders are also contacted via a variety of channels and personnel. SMUD has specific personnel assigned to elected officials and agencies, and to critical customers including water and telecommunications utilities, potentially affected by de-energized powerlines.

7.2.1 Event communications

Whenever possible, SMUD will provide potentially impacted customers with notice before implementing any de-energization action, using all available channels to reach customers and other stakeholders with outage information. Sudden onset of conditions could impact its ability to provide advanced notice to customers.

SMUD sends automated pre-recorded phone calls to customers in the impacted areas/neighborhoods advising when the outage is called and directing them to smud.org/outages for up-to-date information. Smud.org has been updated with features to further enhance customer communications before and during de-energization events.

The Contact Center IVR (Interactive Voice Response) will have real-time recorded information informing each group of customers that may be impacted before the de-energizations begin. Messages will be customized and updated as needed for each specific event.

Among SMUD’s vulnerable customers are those enrolled in the MED Rate program. These customers rely on specialized medical equipment which are certified by a qualified health professional. A qualified health professional certifies the equipment in use at the home is essential to keep these customers healthy. Currently, SMUD has approximately 9,300 customers who rely on specialized medical equipment and who are enrolled in the MED Rate program. SMUD will send these customers an email or letter each year to remind them of the risk of wildfire danger, to have an emergency back-up plan if an outage occurs and refer them to smud.org/WildfireSafety for more information.
7.2.2 Public safety partners, government agencies, tribes and critical infrastructure providers

De-energization is a last resort to maintain public and customer safety during extreme fire risk conditions. If extreme fire danger resulted in de-energization or planned rotating outages, SMUD will provide proactive communications to alert key stakeholders and essential and critical customers like governments, agencies, utilities, healthcare and communications accounts to provide as much notice as possible to minimize the impact on our customers and community.

The following customer categories are considered essential and/or critical service providers:

- Jurisdictions providing essential fire, police and prison services
- Government agencies essential to national defense
- Hospitals, assisted living, and skilled nursing facilities
- Communication utilities, as they relate to public health, welfare, and security, including telephone utilities
- Radio and television broadcasting stations used for broadcasting emergency messages, instruction, and other public information related to the electric curtailment emergency
- Water and sewage treatment utilities identified as necessary for services such as firefighting

SMUD interacts regularly with executive staffs, elected officials, other government representatives, and key critical infrastructure customers to keep them updated on its wildfire mitigation efforts. SMUD also works closely with staff members in various departments of regional and local governments, public utilities, nonprofits and other service providers on collaborative strategies and partnership opportunities.

Examples of SMUD’s communication and engagement initiatives include:

- Regular in-person briefings with federal, state, and local elected officials and key staff on wildfire risk mitigation and other utility-related issues with comprehensive “leave-behind” materials
- Meetings with regional and local government staff and elected officials focused on individual districts, communities, and neighborhoods and mitigation opportunities
- Regular in-person and/or digital communication with critical facilities and key customers through SMUD Strategic Account Advisors
- Interagency projects, collaborative staff training efforts, and regular communication with first responders and essential service providers
- Cross-SMUD participation with the El Dorado County Wildfire Mitigation Stakeholder Group and at other El Dorado County government, public and community meetings
- Ongoing communication, collaboration and support for local Fire Safe Councils and other fire prevention agencies and nonprofits
8. Restoration of service

If a transmission or distribution line has been de-energized in anticipation of a wildfire threat, SMUD troubleshooters or patrollers must perform additional steps prior to re-energization. In an event of a wildfire where distribution poles or transmission structures were burned, additional steps must be taken to rebuild the lines.

8.1 Steps to restoration of service

SMUD work crews must take several important steps prior to restoring electrical service after a de-energization event.

- Patrol. SMUD crews patrol the line to look for vegetation in lines and any obvious damage that may prevent safe energization. Depending on the length of the lines, and number of circuits, the patrols can take a several hours to days to complete.

- Repair. During patrol, crews look for potential damage to the lines and poles. Where equipment damage is found, additional crews are dispatched with new materials to repair or replace damaged equipment. In some cases, VM crews may be called in to help clear an area of downed trees or branches that have fallen into the power lines while it was de-energized.

- Test. Once the lines and poles are safe to operate, crews test the infrastructure by closing the fuse, or breaker to re-energize the line segment.

- Restore. Power is restored and the outage communication system provides notification of power restoration to customers.
8. Restoration of service

8.2 Reconstruction after a wildfire

When infrastructure is damaged during a wildfire event, a lot of work is required to plan and execute the rebuilding effort. After local police and fire officials have given SMUD clearance, SMUD work crews can proceed with the assessment and rebuilding effort.

- **Assessment.** SMUD crews must patrol each line segment to determine the extent of damage that has occurred. The patrol involves assessing equipment damage, access issues, any cleanup/debris removal issues and determining personal protective equipment requirements for the crews. SMUD works with the local agency in charge of the fire to access impacted areas as soon as the area is deemed safe by fire officials. During this phase the VM team assesses vegetation damaged by the wildfire that could impact SMUD’s facilities.

- **Planning.** After the initial assessment, SMUD supervisors, managers and engineers meet to plan the restoration. The team will work with system operations to prioritize the restoration efforts, targeting the circuits that serve the most critical infrastructure needs.

- **Mobilize.** Based on the size and complexity of the rebuild/restoration efforts, SMUD will coordinate the crews and material needs internally if possible. Mutual aid and contractors may be used on an “as needed” basis to provide additional support. VM crews will begin clearing the ROW and any dangerous trees that pose a threat to the restoration crews. SMUD maintains a critical material vendor list and has contracts it can draw on for labor and material needs; though in an instance of widespread catastrophic damage, necessary materials and labor could experience shortages that may delay work.

- **Rebuild.** The rebuild effort lead by SMUD will commence as soon as areas become safe and accessible. The lines will be rebuilt with a mix of temporary and/or permanent structures as determined during planning. The initial efforts will be to get the lines up and restore the damaged circuits. Depending on the extent of damage, demolition may be performed concurrently or after crews start installing new facilities. SMUD will incorporate new materials and technologies as indicated and available.

- **Restore.** SMUD, mutual aid, or contract crews will restore electric services to our customers as soon as possible after the wildfire. Depending on the extent of damages, customers may have to perform repairs on their facilities and pass inspections by local agencies prior to having full electric service restored. These are coordinated on an as needed basis.
9. Performance metrics and monitoring

This section identifies SMUD’s management responsibilities for overseeing this WMP and includes the operating departments and teams responsible for carrying out the various activities described in the previous chapters. This section also identifies the metrics which are used to demonstrate compliance with this WMP.

9.1 Accountability of the plan

SMUD’s Chief Grid Strategy and Operations Officer has overall responsibility for the WMP. The Chief Energy Delivery Officer and Chief Customer Officers are responsible for executing the various components of the WMP.

9.1.1 SMUD operating unit responsibility specific to each component of the plan

Table 6 lists the Director with responsibility for the departments or workgroups that are accountable for the various components of SMUD’s WMP. In each case the Director or the Director’s designees will be responsible for the accuracy of, and for operations in accordance with, the specified component of the plan.
## 9. Performance metrics and monitoring

### Table 6. Accountability for the WMP components.

<table>
<thead>
<tr>
<th>Mitigation Activities</th>
<th>Responsible Department and Workgroup</th>
</tr>
</thead>
<tbody>
<tr>
<td>Risk analysis</td>
<td>Director, Treasury &amp; Risk Management</td>
</tr>
<tr>
<td>Fire threat assessment in service territory</td>
<td>Director, Distribution Operations &amp; Maintenance</td>
</tr>
<tr>
<td><strong>Wildfire prevention strategy and programs</strong></td>
<td></td>
</tr>
<tr>
<td>• Disable reclosers</td>
<td>Director, Grid Operations (Transmission), Director, Distribution Operations &amp; Maintenance</td>
</tr>
<tr>
<td>• Planned de-energizations</td>
<td>Director, Distribution Operations &amp; Maintenance</td>
</tr>
<tr>
<td>• T&amp;D line patrols</td>
<td>Director, Line Assets</td>
</tr>
<tr>
<td>• Aerial patrols</td>
<td></td>
</tr>
<tr>
<td>• 69kV &amp; Transmission line IR inspections</td>
<td></td>
</tr>
<tr>
<td>• Wood pole intrusive inspection</td>
<td></td>
</tr>
<tr>
<td>• Splice assessment</td>
<td></td>
</tr>
<tr>
<td>• Detailed line inspections</td>
<td></td>
</tr>
<tr>
<td>• Substation visual inspections</td>
<td>Director, Substation Assets</td>
</tr>
<tr>
<td>• Vegetation management</td>
<td>Director, Line Assets</td>
</tr>
<tr>
<td>• Pole clearing program</td>
<td>Director, Line Assets</td>
</tr>
<tr>
<td><strong>Fire mitigation construction</strong></td>
<td></td>
</tr>
<tr>
<td>• FR3 fluid</td>
<td>Director, Distribution Operations &amp; Maintenance</td>
</tr>
<tr>
<td>• Non-expulsion equipment</td>
<td>Director, Distribution Operations &amp; Maintenance</td>
</tr>
<tr>
<td>• Weather stations</td>
<td>Director, Grid Operations (Transmission), Director, Distribution Operations &amp; Maintenance</td>
</tr>
<tr>
<td><strong>System enhancement capital projects</strong></td>
<td></td>
</tr>
<tr>
<td>• Install non-expulsion equipment in Pole Clearing Area</td>
<td>Director, Distribution Operations &amp; Maintenance</td>
</tr>
<tr>
<td>• Underground conversion of 4kV lines in Upper American River Project area</td>
<td>Director, Line Assets</td>
</tr>
<tr>
<td><strong>Pilot projects</strong></td>
<td></td>
</tr>
<tr>
<td>• Light Detection and Ranging and Hyper-Spectral Imagery</td>
<td>Director, Line Assets</td>
</tr>
<tr>
<td>• Fire monitoring cameras</td>
<td>Director, Grid Operations (Transmission), Director, Distribution Operations &amp; Maintenance</td>
</tr>
<tr>
<td><strong>Emergency preparedness</strong></td>
<td></td>
</tr>
<tr>
<td>• SMUD Emergency Operations Centers</td>
<td>Director, Facilities &amp; Security Operations</td>
</tr>
<tr>
<td>• Public and agency communications for wildfires</td>
<td>Director, Customer Care; Director, Retail Product Delivery &amp; Sales; Director, Marketing &amp; Corporate Communications</td>
</tr>
</tbody>
</table>
9. Performance metrics and monitoring

9.2 Effectiveness of the WMP

This section provides the metrics used to measure the performance of the WMP and outlined programs.

9.2.1 Metrics and assumptions for measuring WMP performance

SMUD will track the following metrics to measure the performance of this WMP, and its effectiveness in reducing catastrophic wildfire. As industry risk metric standards continue to develop, SMUD will identify additional metrics to measure the reduction of wildfire risk in future plans.

SMUD staff modified existing software to track ignition events. Tracked ignition events will allow SMUD staff to analyze areas and locations that need further attention.

In the initial years, SMUD anticipates that there will be relatively limited data gathered through these metrics. However, as the data collection history becomes more robust, SMUD will be able to identify areas of its operations that are disproportionately impacted. SMUD will then evaluate potential improvements in future updates to this WMP.

PUC section 8387 subsection b(2)(E) requires a discussion of how the application of previously identified metrics to previous WMP performances has informed the WMP. The data collection efforts were initiated in late 2019.

Impactful decisions to long term programs need to rely on qualitative and meaningful data. Data collected so far represent existing risks, which are mitigated with existing programs. As more data is collected, informed decisions can be made based on it.

9.3 Maintenance Performance Targets

This section lists metrics used to evaluate SMUD's inspection and maintenance programs (see table 8).

9.3.1 Maintenance Program targets

Work is identified in annual work plans authorized on an executive level, and work that remains incomplete will be flagged in future work plans. Work may be field verified and open work notifications are regularly reviewed to allow management to prioritize work in accordance with current risks. SMUD's target is always to complete 100 percent of the work within the initially scheduled time frame; however, emergencies or other unforeseen contingencies can occur that require material and labor resources to be otherwise assigned. In this instance delayed work will be prioritized in following time periods. All work is completed within time periods to allow for the safe and reliable operation of the electric system in accordance with applicable requirements and industry standards.

### Table 7. Metrics

<table>
<thead>
<tr>
<th>Specific metric</th>
<th>Indicator</th>
<th>Measure of effectiveness</th>
<th>Bounds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wire down events caused by SMUD equipment failure</td>
<td>Count of events</td>
<td>No material increase</td>
<td>Fire season (May 1 thru October 31)</td>
</tr>
<tr>
<td>Ignition events</td>
<td>Count of events</td>
<td>No material increase</td>
<td></td>
</tr>
</tbody>
</table>
## 9. Performance metrics and monitoring

### Table 8. Programmatic targets

<table>
<thead>
<tr>
<th>Program</th>
<th>Target</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Distribution Line Inspections</td>
<td>≥95%</td>
<td>Perform all detailed line inspections within the compliance period set in General Order (GO) 95/165 by the end of the year. The inspections must be completed within the specified time intervals set for each inspection type. See section 6.4.1 for a detailed description of the program.</td>
</tr>
<tr>
<td>Distribution Wood Pole Intrusive Tests</td>
<td>≥95%</td>
<td>Perform all wood pole intrusive tests scheduled for the year. SMUD’s goal is to perform wood pole tests within 10 years of installation, and 10 years thereafter. SMUD is on its fourth year of a re-baseline program to get all poles on the 10-year schedule. See section 6.3.2 for a detailed description of the program.</td>
</tr>
<tr>
<td>Distribution Annual Line Patrol</td>
<td>≥95%</td>
<td>Perform all annual distribution line patrols within the compliance period set in GO 95/165. See section 6.4.2 for a detailed description of the program.</td>
</tr>
<tr>
<td>Annual Pole Clearing Program</td>
<td>≥95%</td>
<td>Complete all vegetation clearing activities within the Pole Clearing Area (PCA) prior to the beginning of fire season of each year. See section 6.3.2.5 for a detailed description of the program.</td>
</tr>
<tr>
<td>Transmission Structure Patrols</td>
<td>≥95%</td>
<td>There are three inspection regions for transmission structure patrols. The UARP region is patrolled every year, and the Valley regions are patrolled every other year. The goal is to perform all scheduled patrols prior to the end of the year. See section 6.3.1.2 for a detailed description of the program.</td>
</tr>
<tr>
<td>Transmission Aerial Patrols (Helicopter)</td>
<td>≥95%</td>
<td>Aerial patrols are performed twice a year in the UARP, and once a year in the Valley (in permissible areas). The goal is to perform all scheduled patrols prior to the end of the year. See section 6.3.1.1 for a detailed description of the program.</td>
</tr>
<tr>
<td>Transmission IR Patrols (Helicopter)</td>
<td>≥95%</td>
<td>IR patrols are performed once a year in the UARP, and every other year in the Valley (in permissible areas). The goal is to perform all scheduled patrols prior to the end of the year. See section 6.3.1.3 for a detailed description of the program.</td>
</tr>
<tr>
<td>69 kV IR Helicopter Patrols</td>
<td>≥95%</td>
<td>IR patrols on the 69 kV in the Valley are performed every other year (in permissible areas). The goal is to perform all scheduled patrols prior to the end of the year. See section 6.4.3 for a detailed description of the program.</td>
</tr>
<tr>
<td>Pole Clearing Area</td>
<td>≥95%</td>
<td>SMUD will continue to annually manage the PCA to ensure compliance with PRC 4292 to prevent ignition and propagation of fire caused by SMUD electric overhead assets.</td>
</tr>
<tr>
<td>Distribution Vegetation Pruning/Clearing</td>
<td>≥95%</td>
<td>SMUD will continue to annually patrol and complete respective tree work to insure compliance with PRC 4293 to prevent ignition and propagation of fire caused by SMUD electric overhead assets.</td>
</tr>
<tr>
<td>Transmission Vegetation Pruning/Clearing</td>
<td>≥95%</td>
<td>SMUD will continue to annually patrol and complete respective tree work to insure compliance with PRC 4293 and NERC FAC-003-4 to prevent ignition and propagation of fire caused by SMUD electric overhead assets.</td>
</tr>
</tbody>
</table>
9.3.2 System Enhancement Capital Project targets

Once a capital project is approved, it is planned for execution based on the upcoming year’s work schedule. The targets in table 9, for the approved project are monitored via milestone achievements.

Table 9. System enhancement capital project targets

<table>
<thead>
<tr>
<th>Program</th>
<th>Target Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Install non-expulsion devices in PCA</td>
<td>≥95% completion planned for each year</td>
</tr>
</tbody>
</table>

This is a six-year project. Work performed for this project will be coordinated with other line work in the area for increased efficiency. The goal is 100% completion over the six-year period.

9.4 Monitoring and auditing of the WMP

The WMP will be reviewed annually. This annual review will align with SMUD’s existing business planning process. This review will include an assessment of the WMP programs and performance.

SMUD’s business planning process includes budgeting and strategic planning for a 3-5-year planning horizon.

9.4.1 Accountability

SMUD’s Chief Grid Strategy and Operations and Chief Energy Delivery Officers (collectively referred to as Chiefs) will be responsible for monitoring and auditing the targets specified in the WMP to confirm that the objectives of the WMP are met.

9.4.2 Identify deficiencies in the WMP

At any point in time when deficiencies are identified, the Chiefs or their delegates are responsible for correcting the deficiencies.

9.4.3 Written processes and procedures

The operational areas conduct their work according to written processes and procedures. Having written processes and procedures provides for consistency in the execution of programs and activities.

9.4.4 Monitor and audit the effectiveness of inspections

SMUD has existing quality control processes embedded into its existing general practice. However, for certain programs, there is a formal quality control process. The following depicts a few of these programs.

9.4.4.1 Distribution system inspections

SMUD’s maintenance planning group manages T&D line and substation assets. A key component in managing assets is the development of comprehensive inspection and maintenance programs. The maintenance planning group develops inspection and maintenance programs driven by the need to ensure the safe operation of T&D line and substation facilities, reduce risk of power-related wildfire, meet federal and state regulatory requirements, achieve reliability performance within mandated limits and optimize capital and operations & maintenance (O&M) investments. In addition, this group regularly monitors inspection and corrective maintenance records, as well as diagnostic test results to adjust maintenance plans and develop new programs. SMUD uses best industry practices in developing its maintenance plans.
SMUD’s inspection and maintenance programs focus on the following objectives:

- Ensure employee and public safety
- Minimize risk of wildfire posed by power lines and equipment
- Maintain regulatory and SMUD policy compliance
- Improve the availability and reliability of the system
- Employ industry best practices
- Extend the useful life of equipment
- Minimize the total cost of equipment ownership

The maintenance planning group develops and issues annual inspection work plans during the last quarter of the current year for the following year, which are maintained in SMUD’s Enterprise Asset Management (EAM) system.

SMUD’s Grid Assets Department is responsible for performing the inspections and corrective maintenance. When deficiencies in SMUD facilities are identified, corrective maintenance notifications are created in SMUD’s Systems and Application Products (SAP) system. The priority for corrective maintenance is to remove safety hazards immediately and repair deficiencies according to the type of deficiency, severity and HFTD tiers. Inspection notifications are monitored throughout the year to ensure timely completion via regular internal reports using SAP data. Enterprise applications are used to deploy, visualize and validate work based on business rules. These applications provide the visibility and monitoring of work required to make informed decisions and to achieve compliance with our inspection and maintenance programs.

9.4.4.2 Vegetation management (VM)

SMUD’s vegetation clearing/pruning activities are performed by contractors. The contractors are quality audited by SMUD (VM) personnel. Distribution system related work and contractors are field audited and approximately 7% of the tree work (pruning and removal) is reviewed. This quality assurance (QA) effort is tracked to monitor program effectiveness and overall tree work performance. For transmission, SMUD VM staff perform a quality control (QC) audit of 100% of the transmission system related work performed by the contractor. For both T&D QA efforts all deficiencies are reissued to the contractor management team and corrective action is required.

9.4.5 Internal audit

SMUD’s internal audit department, known as Audit and Quality Services (AQS) provides independent, objective assurance and consulting services to the Board of Directors and management designed to add value and improve SMUD’s operations. The AQS mission is to enhance and protect organizational value by providing risk-based and objective assurance advice and insight. The work of AQS provides reasonable assurance regarding the achievement of objectives in the following areas:

- Adherence to plans, policies and procedures
- Compliance with applicable laws and regulations
- Effectiveness and application of administrative and financial controls
- Effectiveness and efficiency of operations
- Reliability of data
- Safeguarding assets
- Accuracy of the SD monitoring reports

As part of AQS’ process to develop its annual audit plan, AQS considers all enterprise risks and performs audits over a selection of processes across electric T&D as well as substation assets.
10. Independent evaluation, public comment and board presentation

SMUD conducted extensive stakeholder outreach during its preparation of the WMP. SMUD personnel met with local fire agencies and safe councils, OES and healthcare organizations. In addition, SMUD invited federal, state and local agencies, representatives of utilities, telecommunication providers, and critical care customers to attend stakeholder outreach meetings where information regarding the preparation and contents of the WMP were provided. A draft of the WMP was posted on SMUD’s website, www.SMUD.org/WildfireSafety and made available for public comment for over thirty days. Notice of the public review draft was provided to the above stakeholders and published in local newspapers, including the Sacramento Bee, on social media, and through electronic newsletter. Interested parties were also invited to comment on the plan at the time it was presented to SMUD’s Board of Directors in a noticed public meeting.

10.1 Public comment

A draft copy of the initial WMP was made available to the public for comment from May 3, 2019 through June 21, 2019. A summary of comments received can be found in Table 9.

SMUD Board and Board Committee meetings are open and accessible to the public. Meeting notices and agendas are posted, at a minimum, 72 hours in advance at the SMUD office and on SMUD’s website. Those who are unable to attend the meeting in-person can livestream the meeting or view a recording on SMUD’s website. SMUD offers the opportunity for persons interested in wildfire related matters to sign up to receive notifications any time wildfire is being discussed at an upcoming Board or committee meeting at www.smud.org/WildfireSafety.

10.2 Board presentation

The WMP was initially presented to and adopted by the Board at a noticed public meeting in October 2019. Updates are presented annually and a comprehensive revision will be presented no less than every three years. Public input will be invited on these updates and revisions.

10.3 Independent evaluation

SMUD issued a public request for information, consistent with SMUD’s current procurement practice, to identify the best qualified independent evaluator to assess the comprehensiveness of SMUD’s WMP. SMUD contracted with a qualified independent evaluator with experience in assessing the safe operation of electrical infrastructure. The initial independent evaluator’s report was presented to SMUD’s Board of Directors at a noticed public meeting in October 2019 and posted to SMUD’s website. That report concluded SMUD’s WMP is comprehensive and meets statutory requirements as well as industry standard.

10.4 Wildfire Safety Advisory Board

In April 2020, SMUD submitted its WMP to the Wildfire Safety Advisory Board (WSAB). The WSAB will review and provide comments and advisory opinions regarding the content and sufficiency of the WMP. SMUD will consider comments and opinions received by the WSAB in future plans.
11. Appendix

This section contains supporting information to the document.

11.1 Definitions

**Distribution System Operations (DSO):** SMUD’s DSO personnel is responsible for directing the safe and reliable operation of SMUD’s Distribution system while operating within current policies and procedures during normal and emergency situations. Distribution system operators prepare, check and administer the execution of safe and reliable switching procedures. DSO will monitor and maintain equipment loading levels to prevent damage to equipment. This group is also responsible for updating outage information timely and accurately so that information can be provided to internal and external customers.

**Fire Hazard**\(^{17}\): “Hazard” is based on the physical conditions that give a likelihood that an area will burn over a 30 to 50-year period without considering modifications such as fuel reduction efforts.

**Fire Risk**\(^{1}\): “Risk” is the potential damage a fire can do to the area under existing conditions, including any modifications such as defensible space, irrigation and sprinklers and ignition resistant building construction which can reduce fire risk. Risk considers the susceptibility of what is being protected.

**Hardening:** Modifications to electric infrastructure to reduce the likelihood of ignition and improve the survivability of electrical assets.

**High Fire Threat District (HFTD)**\(^{18}\): The HFTD identifies areas of elevated and extreme fire risk related to electric utility facilities. These areas are reflected in a map adopted by the CPUC after an extensive public process. It is a composite of two maps:

1. Tier 1 High Hazard Zones (HHZs) on the U.S. Forest Service - CAL FIRE joint map of Tree Mortality HHZs (“Tree Mortality HHZ Map”). Tier 1 HHZs are zones in direct proximity to communities, roads, and utility lines and are a direct threat to public safety.
2. Tier 2 and Tier 3 fire-threat areas on the CPUC Fire-Threat Map. Tier 2 fire-threat areas depict areas where there is an elevated risk (including likelihood and potential impacts on people and property) from utility associated wildfires. Tier 3 fire-threat areas depict areas where there is an extreme risk (including likelihood and potential impacts on people and property) from utility associated wildfires.

**Pole Clearing Area (PCA):** SMUD defined area where poles with non-exempt equipment have annual vegetation clearing and/or pruning within a 10-foot radius in compliance with PRC 4292 prior to the start of fire season, currently May 1 of each year. The custom-defined PCA boundary includes SRA boundary and adjacent areas with similar vegetation and portions of a Local Responsibility Area (LRA) in the southern part of Sacramento County. This boundary area exceeds the current SRA boundary due to similar vegetation and risk of ignition. Overhead electrical facilities crossing into and within the boundary of the PCA fall under special operating conditions and fall under enhanced maintenance programs.

**Power System Operations (PSO):** SMUD’s PSO personnel analyze, direct, monitor, control and/or operate SMUD’s Gas Pipelines and Electric Generation and Transmission Systems and associated facilities in a safe, reliable and efficient manner during routine and emergency situations. This position has the responsibility and authority to support and implement real-time actions.

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\(^{18}\) Source: http://www.cpuc.ca.gov/FireThreatMaps/
**Red Flag Warning (RFW)**\(^19\): A term used by fire-weather forecasters to call attention to limited weather conditions of particular importance that may result in extreme burning conditions. It is issued when it is an on-going event, or the fire weather forecaster has a high degree of confidence that Red Flag criteria will occur within 24 hours of issuance. Red Flag criteria occurs whenever a geographical area has been in a dry spell for a week or two, or for a shorter period, if before spring green-up or after fall color, and the National Fire Danger Rating System (NFDRS) is high to extreme and the following forecast weather parameters are forecasted to be met:

- a sustained wind average 15 mph or greater
- relative humidity less than or equal to 25 percent and
- a temperature of greater than 75 degrees F

In some states, dry lightning and unstable air are criteria. A Fire Weather Watch may be issued prior to the RFW.

**State Responsibility Area (SRA)**\(^1\): “The California Board of Forestry and Fire Protection classify areas in which the primary financial responsibility for preventing and suppressing fires is that of the state. California Department of Forestry (CDF) has SRA responsibility for the protection of over 31 million acres of California’s privately-owned wildlands.”

**Transmission and Distribution (T&D):** At SMUD, for line maintenance purposes, the transmission system includes 230 kV, 115 kV, and dedicated 69 kV and 21 kV lines tying generation facilities to bulk or transmission substations. The distribution system includes 69 kV, 21 kV, 12 kV, and 4 kV lines serving distribution substations and customers.

**Wildfire**\(^20\): An unplanned, unwanted fire in an area in which development is essentially non-existent, except for roads, railroads, powerlines, and similar transportation facilities and structures, if any, are widely scattered (“wildland”), including unauthorized human-caused fires, escaped wildland fire use events, escaped prescribed fire projects, and all other wildland fires where the objective is to put the fire out.

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19 Source: https://w1.weather.gov/glossary/index.php?word=Red%20Flag%20Warning


21 SMUD is not subject to CPUC jurisdiction, but has developed design standards, and maintenance programs that meet or exceed the regulations in GO 95, GO 128, GO 165, GO 166, and GO 174.
11.3 Acronym glossary

AAM (After-Action Meeting)
AAR (After-Action Report)
ANSI (American National Standards Institute)
AQS (Audit and Quality Services)
CAISO (California Independent System Operator)
CAL FIRE (California Department of Forestry and Fire Protection)
CalOES (California Governor’s Office of Emergency Services)
CPUC (California Public Utilities Commission)
CUEA (California Utilities Emergency Association)
DLI (Detailed Line Inspections)
DSO (Distribution System Operations)
EAM (Enterprise Asset Management)
EP (Emergency Preparedness)
ERM (Enterprise Risk Management)
EROC (Enterprise Risk Oversight Committee)
FAC (Facilities Design, Connections and Maintenance)
FRAP (Fire Resource and Assessment Program)
GHG (Greenhouse gas)
GIS (Geographic Information System)
GO (General Order)
HFTD (High Fire Threat Districts)
HSEEP (Homeland Security Exercise and Evaluation Program)
IP (Improvement Plan)
IR (Infrared)
IRT (Independent Review Team)
IVM (Integrated Vegetation Management)
KV (Kilovolt)
KWH (Kilowatt Hours)

LIDAR (Light Detection and Ranging)
LRA (Local Responsible Area)
MED (Medical Equipment Discount)
MVCD (minimum vegetation clearance distance)
MW (Mega Watts)
NASA (National Aeronautics and Space Administration)
O&M (Operations & Maintenance)
EOC (Emergency Operations Centers)
OES (Office of Emergency Services’)
PCA (Pole Clearing Area)
PG&E (Pacific Gas & Electric)
PSO (Power System Operations)
PUC (Public Utilities Code)
QA (Quality Assurance)
QC (Quality Control)
RFW (Red Flag Warning)
ROW (rights-of-way)
SB (Senate Bill)
SD (Strategic Direction)
SEMS (Standardized Emergency Management System)
SME (Subject Matter Expert)
SOC (State Operations Center)
SRA (State Responsibility Area)
T&D (Transmission and Distribution)
TTX (Table Top Exercise)
UARP (Upper American River Project)
VM (Vegetation Management)
WAPA (Western Area Power Administration)
WMP (Wildfire Mitigation Plan)
WUI (Wildland-Urban Interface)
11.4 Reference for SMUD plans

11.4.1 SMUD’s Pole Clearing Area Map

Figure 8. SMUD’s Pole Clearing Area with respect to Sacramento County boundary
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1. WMP Independent Evaluation

1.1 Executive Summary
In order to address the escalation of devastating wildfires in the state, California’s legislature enacted Senate Bill (SB) 901. This 2019 legislation amends Public Utility Code (PUC) 8387 and mandates that all Publicly Owned Utilities (POUs) develop and submit a Wildfire Mitigation Plan (WMP) by January 1, 2020, and annually thereafter. PUC 8387(a) requires “Each local publicly owned electric utility and electrical cooperative shall construct, maintain, and operate its electrical lines and equipment in a manner that will minimize the risk of wildfire posed by those electrical lines and equipment.”

In 2019, Assembly Bill (AB) 1054 promulgated the creation of the California Wildfire Safety Advisory Board (WSAB). This seven-member board is tasked with reviewing and advising on the content and adequacy of each WMP. Additionally, AB 1054 requires each POU to submit its WMP to the WSAB by July 1st of each year, and to comprehensively revise its plan at least once every three years. SMUD’s initial plan, which was drafted in-house by SMUD staff, was adopted by SMUD’s Board of Directors on October 17, 2019.

PUC Section 8387(3)(c) requires all WMPs to be reviewed by a qualified independent evaluator with experience in assessing the safe operation of electrical infrastructure. This WMP was reviewed by BKI Engineering Services in November of 2020 for compliance with current PUC code (PUC 8387(b)), which establishes guidelines for the comprehensiveness of POU WMPs. This independent evaluation will review each plan element criterion and determine if they are met by the WMP provided by SMUD.

1.2 Evaluator Qualifications (PUC 8387(c))
Over the past 35 years, BKI has performed numerous electrical system planning studies, electric distribution, transmission and substation design projects for public power utilities in Oregon, Washington, California and Idaho. Since its founding, BKI has worked exclusively with Municipalities, Rural Electric Cooperatives, Rural Electric Association’s and Public/People’s Utility Districts who have been the core of our customer base. BKI has a well-established history of bringing outstanding qualifications, specialized experience and technical competence to all the projects we have performed over our many years of serving public power.

Past utility wildfire mitigation projects include drafting full WMPs, WMP independent evaluations and wildfire readiness assessments.
1.3 Required WMP Elements
The elements contained in Figure 1 are the basis for all California POU WMPs and must be addressed within the plans. To determine the comprehensiveness of the SMUD WMP, each element will be analyzed with respect to the intent of the code as well as industry best management practices for wildfire mitigation, system hardening and general system resilience.

<table>
<thead>
<tr>
<th>PUC § 8387 (b)</th>
<th>DESCRIPTION</th>
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<tbody>
<tr>
<td>(2) (A)</td>
<td>An accounting of the responsibilities of persons responsible for executing the plan.</td>
<td>9.1.1, 9.4.1</td>
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<tr>
<td>(2) (B)</td>
<td>The objectives of the wildfire mitigation plan.</td>
<td>1.3, 2.5</td>
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<tr>
<td>(2) (C)</td>
<td>A description of the preventative strategies and programs to be adopted by the local publicly owned electric utility or electrical cooperative to minimize the risk of its electrical lines and equipment causing catastrophic wildfires, including consideration of dynamic climate change risks.</td>
<td>3, 4.2</td>
</tr>
<tr>
<td>(2) (D)</td>
<td>A description of the metrics the local publicly owned electric utility or electrical cooperative plans to use to evaluate the wildfire mitigation plan’s performance and the assumptions that underlie the use of those metrics.</td>
<td>9.2.1</td>
</tr>
<tr>
<td>(2) (E)</td>
<td>A discussion of how the application of previously identified metrics to previous wildfire mitigation plan performances has informed the wildfire mitigation plan.</td>
<td>9.2.1</td>
</tr>
<tr>
<td>(2) (F)</td>
<td>Protocols for disabling reclosers and deenergizing portions of the electrical distribution system that consider the associated impacts on public safety, as well as protocols related to mitigating the public safety impacts of those protocols, including impacts on critical first responders and on health and communication infrastructure.</td>
<td>6.1.1, 6.1.2, 6.2.1, 7.2</td>
</tr>
<tr>
<td>(2) (G)</td>
<td>Appropriate and feasible procedures for notifying a customer who may be impacted by the deenergizing of electrical lines. The procedures shall consider the need to notify, as a priority, critical first responders, health care facilities and operators of telecommunications infrastructure.</td>
<td>7.1, 7.2, 7.2.1, 7.2.2</td>
</tr>
<tr>
<td>(2) (H)</td>
<td>Plans for vegetation management.</td>
<td>6.4, 6.4.1, 6.4.2</td>
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<tr>
<td>(2) (I)</td>
<td>Plans for inspections of the local publicly owned electric utility’s or electrical cooperative’s electrical infrastructure.</td>
<td>6.3, 6.3.1</td>
</tr>
<tr>
<td>PUC § 8387 (b)</td>
<td>DESCRIPTION</td>
<td>PLAN SECTION</td>
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</tr>
<tr>
<td>(2) (J)</td>
<td>List that identifies, describes and prioritizes all wildfire risks and drivers for those risks, throughout the local publicly owned electric utility’s or electrical cooperative’s service territory. The list shall include, but not be limited to both of the following:</td>
<td>4.3</td>
</tr>
<tr>
<td>(2) (J) (i)</td>
<td>Risks and risk drivers associated with design, construction, operation and maintenance of the local publicly owned electric utility’s or electrical cooperative’s equipment and facilities.</td>
<td>4.3</td>
</tr>
<tr>
<td>(2) (J) (ii)</td>
<td>Risks and risk drivers associated with topographic and climatological risk factors throughout the different parts of the local publicly owned electric utility’s or electrical cooperative’s service territory.</td>
<td>4.2</td>
</tr>
<tr>
<td>(2) (K)</td>
<td>Identification of any geographic area in the local publicly owned electric utility’s or electrical cooperative’s service territory that is a higher wildfire threat than is identified in a commission fire threat map, and identification of where the commission should expand a high fire threat district based on new information or changes to the environment.</td>
<td>5.1</td>
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<tr>
<td>(2) (L)</td>
<td>A methodology for identifying and presenting enterprise-wide safety risk and wildfire-related risk.</td>
<td>4.1, 4.3</td>
</tr>
<tr>
<td>(2) (M)</td>
<td>A statement of how the local publicly owned electric utility or electrical cooperative will restore service after a wildfire.</td>
<td>8, 8.1, 8.2</td>
</tr>
<tr>
<td>(2) (N)</td>
<td>A description of the processes and procedures the local publicly owned electric utility or electric cooperative shall use to do all of the following.</td>
<td>9.1, 9.1.1</td>
</tr>
<tr>
<td>(2) (N) (i)</td>
<td>Monitor and audit the implementation of the wildfire mitigation plan.</td>
<td>9.4, 9.4.2, 9.4.5</td>
</tr>
<tr>
<td>(2) (N) (ii)</td>
<td>Identify any deficiencies in the wildfire mitigation plan or its implementation and correct those deficiencies.</td>
<td>9.4.4, 9.4.4.1</td>
</tr>
<tr>
<td>(2) (N) (iii)</td>
<td>Monitor and audit the effectiveness of electrical line and equipment inspections, including inspections performed by contractors that are carried out under the plan, other applicable statutes or commission rules.</td>
<td>9.4.4, 9.4.4.1</td>
</tr>
</tbody>
</table>
The local or publicly owned electric utility or electrical cooperative shall present each wildfire mitigation plan in an appropriately noticed public meeting. The local or publicly owned electric utility or electrical cooperative shall accept comments on its wildfire mitigation plan from the public, other local and state agencies and interested parties, and shall verify that the WMP complies with all applicable rules, regulations, and standards as appropriate.

The local publicly owned electric utility or electrical cooperative shall contract with a qualified independent evaluator with experience in assessing the safe operation of electrical infrastructure to review and assess the comprehensiveness of its wildfire mitigation plan. The independent evaluator shall issue a report that shall be made available on the internet website of the local publicly owned electric utility or electrical cooperative and shall present the report at a public meeting of the local publicly owned electric utility’s or electrical cooperative’s governing board.

## 2. Analysis of Plan Elements

For clarity, we will review and analyze each plan element in the order they appear in the PUC 8387 code.

### 2.1 Responsibilities of Persons Responsible for Executing the Plan

**Code requirement:** PUC 8387(2)(A)  
**Location in the plan:** Sections 9.1, 9.4.1

The WMP identifies SMUD’s management and key staff members responsible for implementing various aspects of the plan. Specifically, the Chief Grid Strategy and Operations Officer has overall responsibility for the plan.

The Chief Energy Delivery Officer and Chief Customer Officer are responsible for executing the various components of the plan.

The Chief Grid Strategy and Operations Officer and the Chief Energy Delivery Officers are responsible for monitoring and auditing the targets specified in the plan.

Table 6 identifies the SMUD Directors, departments and workgroups responsible for specific mitigation activities.
2.2 Objectives of the Wildfire Mitigation Plan

Code requirement: PUC 8387(2)(B)
Location in the plan: Sections 1.3, 2.5

Section 1.3 identifies three overarching objectives of the plan as listed below.

1. Minimize the probability that SMUD’s transmission and distribution (T&D) system may be the origin or contributing source for the ignition of a wildfire;
2. Implement a wildfire plan that embraces safety, prevention, mitigation and recovery as a central priority for SMUD; and
3. Create a WMP that is consistent with state law and objectives.

The secondary plan objective is improved resiliency of the SMUD’s line standards and construction. To this end, SMUD is assessing new industry practices and technologies, reviewing wildfire investigation reports that shed light on the root causes of wildfires and how they can be addressed.

Section 2.5 discusses a broad range of goals and objectives as they apply to:

- Environmental Protection
- Customer and Community Services
- Financial Stability
- Workforce Planning
- Local Control
- Community and Collaboration
- Infrastructure Investment
- Risk Management

2.3 Preventive Strategies and Programs

Code requirement: PUC 8387(2)(C)
Location in the plan: Sections 3, 4.2

Table 2 on pages 15 through 17 itemizes the various programs and activities in the following operational categories:

- Design and Construction
- Inspection and Maintenance
- Operational Practices
- Situational Awareness
- Response and Recovery
PUC 8387(2)(C) requires climate change be considered in the overall risk assessment and preventive strategy planning. The impacts of climate change on the service area are discussed in section 4.2.

2.4 Metrics and Assumptions for Evaluating Plan Performance

Code requirement: PUC 8387(2)(D)
Location in the plan: Section 9.2.1

Metrics for measuring plan performance are listed in Table 7. SMUD has selected two metrics for inclusion in the plan. This metrics are unchanged from the 2019 plan. Recommendation for increasing the number of metrics is discussed in the conclusion of this evaluation.

2.5 Application of Previously Identified Metrics

Code requirement: PUC 8387(2)(E)
Location in the plan: Section 9.2.1

The plan states that “SMUD staff modified existing software to track ignition events”. As this is the second iteration of SMUD’s WMP, there is an expectation that minimal data is available for review. A brief discussion of the data collection and review methods is recommended.

2.6 Protocols for Disabling Reclosers, De-energizing Lines, and Public Safety Impacts

Code requirement: PUC 8387(2)(F)
Location in the plan: Sections 6.1.1, 6.1.2, 6.2.1, 6.2.2

Section 6.1.1 describes SMUD’s recloser operational practices during “Fire season”, which is defined as the period from May 1 to October 31. A Red Flag Warning in effect is also defined a trigger for disabling automatic reclosing on certain substation and line reclosers that extend into the Pole Clearing Area (PCA). Reclosing will remain disabled until the first major rain event in the service territory.

Planned de-energization for the distribution system is discussed in section 6.1.2. This section calls out many of the possible triggers SMUD’s Distribution System Operations (DSO) personnel will use in the decision-making process for de-energizing portions of the system. Power system knowledge as well as potential community impacts are cited in addition to the weather-related inputs.

All Valley 115 kV, 2.0 kV and UARP 69 kV, 230 kV transmission auto reclosers are disabled and will remain disabled to mitigate risks.
6.2.2: This section discusses the protocols for de-energizing the transmission system by the Power System Operators (PSO). A different set of triggers is used in the decision-making process for transmission system de-energization by the PSO.

7.2: SMUD has identified key stakeholders, public safety partners, including potentially affected federal, state and local elected officials, City and County executive staff, tribe representatives and first responders that are contacted leading up to an imminent de-energization event. SMUD has specific personnel assigned to elected officials and agencies, and to critical customers including water and telecommunications utilities, potentially affected by de-energized powerlines.

2.7 Customer Notification Prior to De-energizing Electrical Lines

Code requirement: PUC 8387(2)(G)
Location in the plan: Sections 7.1, 7.2, 7.2.1, 7.2.2

7.1: This section describes SMUD’s feasible coordination protocols with relevant safety agencies during emergencies and outages, and the integration of the Standardized Emergency Management System (SEMS) is described in this section.

7.2: SMUD’s Public Information Specialists is identified as the staff member responsible for providing mass media communications to the public via news media and social media platforms regarding emergencies or potential emergencies.

Protocols for notifying County OES of de-energization events are described.

SMUD provides proactive communication of wildfire threat for the following conditions:

1. Wildfire threat to localized circuits within the SMUD service territory that results in localized de-energization.
2. Wildfire threat to SMUD’s Upper American River Project (UARP - hydroelectric) that results in a de-energization event causing a capacity/energy shortage (rotating outages).
3. Wildfire threat to a major shared transmission line(s) that impacts the statewide grid or parts of it and creates a resource shortage for the utilities, including SMUD, that rely on the resources the line(s) provides.

Prior to peak fire season, SMUD provides the following communications:

- Letters to Medical Equipment Discount Rate program (MED Rate) and Senior ID customers.
- Outdoor billboards
- Articles in Customer newsletters (print and email)
SMUD provides community education on its website regarding:

- Emergency preparedness
- SMUD’s wildfire policies and mitigation efforts
- Outage map
- Information on the De-energization process

SMUD has a Government Affairs Representative tasked with communicating with local governments, federal and tribe representatives.

Key stakeholders and public safety partners, including potentially affected federal, state and local elected officials, City and County executive staff, tribe representatives, telecommunications utilities and first responders are also contacted via a variety of channels and personnel.

7.2.1, 7.2.2: De-energization (Public Safety Power Shutoff) is a last resort to maintain public and customer safety during extreme fire risk conditions. SMUD provides advance communication to alert key stakeholders and essential and critical customers. Protocols for notifying potentially impacted customers prior to de-energizations are described and essential customer categories and critical service providers are identified.

2.8 Plans for Vegetation Management

Code requirement: PUC 8387(2)(H)
Location in the plan: Sections 6.4, 6.4.1, 6.4.2

6.4: SMUD’s VM program identifies personnel responsible for the patrol, work plans and quality control (QC) audits of the actual tree work for the T&D system in the Valley, as well as the Transmission system in the UARP. Activities are performed year-round in order to remain in compliance with applicable Federal Facilities Design, Connections and Maintenance (FAC) 003-4 and State regulations, including Public Resources Codes section 4292 and 4293, and incorporate the standards in CPUC GO 95 Rule 35.

6.4.1: SMUD Distribution VM provides routine vegetation maintenance such as pruning and removal on a time-based interval. SMUD hires contract tree crews for identified annual vegetation work. Clearance specification are called out and trimming standards are identified.

6.4.2: SMUD Transmission VM planners perform ground-based field patrols for compliance with state and federal regulations, tree to conductor clearance, and hazard tree identification. This section describes the use of aerial patrols to address ongoing challenges, instructions to contractors, and trimming standards used for transmission line VM work.
2.9 Infrastructure Inspections

Code requirement: PUC 8387(2)(I)
Location in the plan: Sections 6.3.1, 6.3.2

6.3.1 Transmission line inspection intervals

- Arial patrols (Helicopter) – Twice per year
- Ground patrols - Annual
- IR inspections (Helicopter) – Annual in UARP, every two years in the Valley
- Wood pole intrusive inspections – Once every 10 to 14 years
- VM of right of way – Annually in the UARP, 1 to 3 years in the Valley
- Splice assessment program

6.3.2 Distribution line inspection

- Detailed line inspection – Every 5 years on OH and pad-mounted, every 3 years on UG
- Line patrols – Annually on all distribution lines and equipment
- Helicopter IR inspection – SMUD performs helicopter IR inspections on 69 kV circuits in the Valley and 12 kV circuits within the PCA every 2 years
- Wood pole intrusive inspections – Once every 10 to 14 years
- Pole Clearing – Per PRC 4292, certain poles are cleared of vegetation within a 10’ radius by contractors in the PCA prior to May 15th of each year
- Distribution Substations – Per CPUC GO 174
- Substation Visual Inspections – 10 times per year

2.10 List of Prioritized Wildfire Risks and Risk Drivers

Code requirement: PUC 8387(2)(J)
Location in the plan: Section 4.3

4.3 Figure 4 identifies key enterprise-wide safety and wildfire risk through the use of a bow tie analysis diagram. This diagram identifies the key risk drivers, triggering event and the prioritized key risk impacts.

The identified key risk drivers are:

- Contact from Objects
  - Animal
  - Mylar Balloons
  - Vegetation
  - Vehicle
- Equipment/Facility Failure
  - Capacitor Bank
  - Conductor
2.11 Risks and Risk Drivers Associated with Design, Construction, Operation and Maintenance

Code requirement: PUC 8387(2)(J)(i)
Location in the plan: Section 4.3.1, 4.4

4.3.1: Some of the key risk drivers and their impacts are discussed in detail in this section. These identified risks include:

- Contact from Objects
- Equipment/Facility Failure
- Wire-to-Wire Contact
- SMUD Non-Electrical Equipment
- Acts of vandalism
- Weather

The key risk impacts of the risk drivers listed above are discussed in section 4.4.

2.12 Risks and Risk Drivers Associated with Topographic and Climatological Risk Factors

Code requirement: PUC 8387(2)(J)(ii)
Location in the plan: Section 4.2

SMUD assess in the WMP a number of climate-related factors that have contributed to the increased risk of wildfires. The severity of wildfires is generally a function of the combustible vegetation involved, terrain or topography and weather conditions. Tree stress and mortality, including damage due to insect infestations such as the bark beetle provide an environment for
catastrophic fires. In addition, as air temperatures rise, forests and land are drying out, also increasing fire risks and creating weather conditions ripe for fire ignition and expansion.

Table 4 provides an overview of SMUD’s T&D assets in relation to the CPUC High Fire Threat Districts.

Figure 6 depicts the California Public Utility Commission (CPUC) tier 2 and tier 3 areas for SMUD’s UARP facilities.

2.13 Identification of Higher Threat Areas

Code requirement: PUC 8387(2)(K)
Location in the plan: Section 5.1

SMUD worked with local fire and government officials to assess whether any areas within SMUD’s service territory are at an elevated or extreme risk of powerline ignited wildfire. It was determined and affirmed by both a peer review and a team of independent nationwide experts led by the California Department of Forestry and Fire Protection (CAL FIRE), that SMUD’s service area is properly situated outside the High Fire Threat Districts (HFTD). Outside of its service area SMUD’s UARP facilities, including approximately 3 miles of 4kV power lines are situated within both Tier 2 and Tier 3 of the HFTDs.

Table 4 provides an overview of SMUD’s T&D system in the High Fire Threat Districts (HFTD). Only a small fraction of the system is located within Tier 2 or Tier 3 HFTDs.

2.14 Wildfire Risk Methodology

Code requirement: PUC 8387(2)(L)
Location in the plan: Sections 4, 4.1, 4.3

Section 4.1 describes SMUD’s Enterprise Risk Management (ERM) process for assessing risk. The ERM framework stems from SMUD’s Board of Director’s Strategic Direction and overseen by the Enterprise Risk Oversight Committee (EROC).

The ERM framework consists of a five-step process integrated with SMUD’s internal audit process.

- Identify
- Analyze
- Plan and Evaluate
- Respond
- Monitor
4.3: SMUD consulted with subject matter experts to conduct a bowtie analysis, which is illustrated in Figure 4. The bowtie diagram links key wildfire risk drivers with outcomes and consequences. This analysis was conducted to identify SMUD’s vulnerabilities, exposure to and impacts from a wildfire as well as to identify current controls and mitigations to prevent wildfire occurrence, velocity and impact.

2.15 Service Restoration Process

Code requirement: PUC 8387(2)(M)
Location in the plan: Sections 8, 8.1, 8.2

Section 8 and 8.1 of the WMP describes SMUD’s protocols for restoration of service after a preemptive shutdown of power lines as well as instances of damage to assets from wildfire. Steps taken prior to energizing lines include:

1. Patrol
2. Repair
3. Test
4. Restore

Section 8.2 describes in detail the utility’s five-step process for reconstruction of infrastructure after a wildfire. This process includes:

1. Assessment
2. Planning
3. Mobilize
4. Rebuild
5. Restore

2.16 Monitor and Audit the Implementation of the WMP

Code requirement: PUC 8387(2)(N)(i)
Location in the plan: Sections 9.1, 9.1.1, 9.4

Section 9.1 identifies the key staff member with the overall responsibility for the plan, and the staff accountable for implementing the various plan components.

Table 6 identifies the Director of the departments and workgroups responsible for oversight of the various mitigation activities outlined in the plan. In each case the Director or the Director’s designees will be responsible for the accuracy of, and for operations in accordance with, the specified component of the plan.
Section 9.4 describes the monitoring and review process. This annual review will align with SMUD’s existing business planning process. This review will include an assessment of the WMP programs and performance. SMUD's business planning process includes budgeting and strategic planning for a 3-5-year planning horizon.

2.17 Identify Deficiencies in the WMP

Code requirement: PUC 8387(2)(N)(ii)
Location in the plan: Sections 9.4, 9.4.2, 9.4.5

9.4: The WMP will be reviewed annually. This annual review will align with SMUD’s existing business planning process. This review will include an assessment of the WMP programs and performance.

9.4.2: When deficiencies are identified, the Chiefs or their delegates are responsible for correcting the deficiencies. As this is a multi-year plan with long range goals, many of the programs have only started collecting data. Through the annual update, several projects start and end dates will be revised.

Audit and Quality Services (AQS) is SMUD’s independent internal audit department which provides objective assurance and consulting services to the Board of Directors and management. The stated goal is to provide reasonable assurance regarding the achievement of objectives in the following areas:

- Adherence to plans, policies and procedures
- Compliance with applicable laws and regulations
- Effectiveness and application of administrative and financial controls
- Effectiveness and efficiency of operations
- Reliability of data
- Safeguarding assets
- Accuracy of the SD monitoring reports

9.4.5: As part of AQS’ process to develop its annual audit plan, AQS considers all enterprise risks and performs audits over a selection of processes across electric T&D as well as substation assets. Adherence to plans, policies and procedures are some of the areas of oversight provided by AQS as applied to the WMP.

2.18 Monitor and Audit the Effectiveness of Inspections

Code requirement: PUC 8387(2)(N)(iii)
Location in the plan: Sections 9.4.4, 9.4.4.1

9.4.4 SMUD has developed quality control (QC) process which are part of the general operations for the utility. More specific formal QC processes have been implemented for certain programs such as Distribution System inspections and the Vegetation Management program.
Section 9.4.4.1 SMUD’s Maintenance Planning Group manages all T&D line and substations assets. This group is responsible for developing the comprehensive inspection and maintenance programs with the goal of ensuring the safe operations of all assets and reduce the risk of power-related wildfire.

The inspection and maintenance program prioritizes the following objectives:

- Ensure employee and public safety
- Minimize risk of wildfire posed by power lines and equipment
- Maintain regulatory and SMUD policy compliance
- Improve the availability and reliability of the system
- Employ industry best practices
- Extend the useful life of equipment
- Minimize the total cost of equipment ownership

Table 8 summarizes the various inspection and maintenance programs including completion targets and brief overviews of the inspection process for each inspection type.

2.19 Public Comments

Code requirement: PUC 8387(3)
Location in the plan: Section 10

A draft of the 2021 WMP has been made available at www.smud.org/WildfireSafety for download by the general public. A summary of the changes from the 2019 WMP have also been posted on SMUD’s website. The website states that comments will be received via emails to wmp@smud.org until November 6th, 2020. Public comments will be received at an appropriately noticed meeting before plan adoption in the fall of 2020.

2.20 Independent Evaluation

Code requirement: PUC 8387(3)(c)
Location in the plan: Section 10

PUC 8387 requires all California WMPs be evaluated by a qualified independent evaluator with experienced in assessing the safe operation of electrical infrastructure to review and assess the comprehensiveness of its wildfire mitigation plan.

The 2021 SMUD WMP, prepared by SMUD staff, was evaluated by BKI Engineering Services.
3. Conclusion

We find that the SMUD 2021 WMP is comprehensive and meets all plan requirements set forth by PUC 8387(b). We recommend the following be implemented in future WMP updates as necessary:

3.1 8387(2)(D) Metrics and Assumptions for Evaluating Plan Performance

The use of metrics is intended to aid in evaluating WMP performance. While the adopted metrics are aligned with the overarching goal of the WMP, the general nature of the selected metrics make it difficult to trace improvements or negative results to specific mitigation efforts. For example, a reduction of “ignition events” cannot be easily attributed to a fuse replacement program, enhanced vegetation management or bare wire to covered conductor conversion. If there are no ignition events for a number of years, no usable data will have been collected. It is unclear how SMUD will identify areas of its operations that are disproportionately impacted by a negative result of the “Ignition Events” metric.

While the PUC 8387(2)(D) does not specify a minimum number of metrics, it is recommended that the number of metrics, with targeted applicability to specific efforts, be increased to better gauge the success of the many programs and mitigation activities outlined in Table 2. Additionally, the underlying assumptions for the selected metrics should be addressed in the plan.
TO TO

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2. Russell Mills 7. Frankie McDermott
4. Lora Anguay 9. Legal
5. Jennifer Davidson 10. CEO & General Manager

Consent Calendar x Yes No If no, schedule a dry run presentation. Budgeted x Yes No (If no, explain in Cost/Budgeted section.)
FROM (IPR) DEPARTMENT MAIL STOP EXT. DATE SENT
Chad Adair Energy Trading & Contracts A404 5494 10/30/2020

Requested Action:

a. Authorize the Chief Executive Officer (CEO) and General Manager (GM), or his delegate, to execute a 5-year Power Purchase Agreement (PPA) and associated Buyers Joint Project Agreement for 11 MW of biomass capacity attributes at a price of $46/MWh, of which 2.5795 MW is SMUD’s share, with Roseburg Forest Products Co. (Roseburg) to support compliance with Senate Bill (SB)-859.

b. Approve the California Energy Commission (CEC) Emissions Performance Standard (EPS) compliance filing and authorize the CEO and GM to sign the compliance filing attestation.

Summary:

1) SB-859 was signed by the Governor on September 14, 2016. Under this Bill, each publicly owned utility (POU) serving more than 100,000 customers must procure its proportionate share of 125 MWs, based on the ratio of the utility’s peak demand to the total statewide peak demand, from existing bioenergy projects using a majority of forest biomass from high hazard zones, subject to terms of at least five years.

   In 2017, seven POUs (SMUD, MID, TID, Anaheim, IID, LADWP and Riverside) jointly solicited proposals for up to 29 MW of contract capacity that meet the requirements of SB-859. An 18 MW PPA was awarded to ARP Loyalton Biomass, LLC in 2018. This PPA with Roseburg would fulfill the remaining 11 MW portion of the SB-859 requirement.

   SMUD’s share of the 11 MW is 2.5795 MW. The cost of this PPA will be $46 per MWh for SB-859 capacity attributes only, which requires Roseburg to use high hazard biomass fuel to produce renewable energy. The expected annual total financial obligation to SMUD is $600,000 for the duration of the five-year contract. The delivery term is expected to be from January 2021 through December 2025. The Buyers Joint Project Agreement with Southern California Public Power Authority (SCPPA) establishes SCPPA as the buyers’ agent for purposes of administrative services, scheduling, and settlements.

2) Senate Bill 1368 (2006) prohibits POUs from entering into covered long-term procurements that do not meet the greenhouse gas EPS adopted by the CEC. CEC regulations provide that power plants that meet the criteria of a renewable electricity generation facility, as defined by the California Renewables Portfolio Standard (RPS) legislation and guidelines, are “determined to be compliant” with the EPS. The Roseburg biomass facility qualifies for RPS and is therefore determined to be compliant. The regulations require the SMUD Board make a determination whether this prospective covered procurement complies with the EPS by approving the compliance filing and also requires SMUD submit the compliance filing to the CEC within 10 business days following execution of the PPA.
<table>
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<th>Board Policy: (Number &amp; Title)</th>
<th>SD-7 Environmental Leadership through helping reduce wildfires and thus carbon emissions by providing renewable energy through biomass; SD-9, Resource Planning through compliance with SB-859.</th>
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<td>Benefits:</td>
<td>Support compliance with SB-859 mandate.</td>
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<td>Cost/Budgeted:</td>
<td>Costs are included in the budget.</td>
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<td>Alternatives:</td>
<td>Do not execute the agreement and search for other SB-859 resources or risk being out of compliance with SB-859.</td>
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<td>Presenter:</td>
<td>Chad Adair, Manager, Energy Contracts</td>
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**Additional Links:**

**SUBJECT**
Execute a 5-Year Biomass Renewable Power Purchase Agreement with Roseburg Forest Products Co.

ITEMS SUBMITTED AFTER DEADLINE WILL BE POSTPONED UNTIL NEXT MEETING.
SB 859 PURCHASE AGREEMENT

AMONG

ROSEBURG FOREST PRODUCTS CO.
(as “Seller”)

AND

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

AND

SACRAMENTO MUNICIPAL UTILITY DISTRICT

AND

MODESTO IRRIGATION DISTRICT

AND

THE CITY OF RIVERSIDE

AND

TURLOCK IRRIGATION DISTRICT
(together, as “Buyers”)

Dated as of _______________. 2019
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SCHEDULE 11.2(h)  STRUCTURE OF PARENT ENTITIES
SB 859 PURCHASE AGREEMENT

PARTIES

THIS SB 859 PURCHASE AGREEMENT (this “Agreement”), dated as of this ____ day of ____________, 2019, is being entered into by and among the SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY, a joint powers agency and a public entity organized under the laws of the State of California and created under the provisions of the Act and the Joint Powers Agreement (each as defined below), (“SCPPA”), the SACRAMENTO MUNICIPAL UTILITY DISTRICT, a California municipal utility district (“SMUD”), the MODESTO IRRIGATION DISTRICT, an irrigation district organized and existing under the laws of the State of California (“MID”), the CITY OF RIVERSIDE, a California charter city and municipal corporation (“Riverside”), the TURLOCK IRRIGATION DISTRICT, an irrigation district organized and existing under the laws of the State of California (“TID”), and Roseburg Forest Products Co., a corporation organized and existing under the laws of the State of Oregon (“Seller”). SCPPA, SMUD, MID, Riverside, and TID are each referred to herein as a “Buyer,” and together as “Buyers.” Each Buyer and Seller is referred to individually in this Agreement as a “Party” and together as the “Parties.”

RECITALS

WHEREAS, on April 11, 2018, SCPPA issued a request for proposals (“RFP”) to purchase energy, capacity, and environmental attributes complying with the mandate imposed by Senate Bill 859 that was approved by the Governor of California on September 14, 2016, for the procurement of specific biomass resources (“SB 859”); and

WHEREAS, Seller responded to SCPPA’s RFP, and, following negotiation, Seller has agreed to sell to Buyers, and Buyers have agreed to purchase from Seller, SB 859 compliant capacity of a power generating facility that uses biofuel of the type and amount required by SB 859 for the purchase price set forth herein; and

WHEREAS, the Parties desire to set forth the terms and conditions pursuant to which such sales and purchases shall be made.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein, the mutual covenants and agreements herein set forth, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I.
DEFINITIONS AND INTERPRETATION

Section 1.1 Definitions. The following terms in this Agreement and the appendices hereto shall have the following meanings when used with initial capitalized letters:
“Act” means all of the provisions contained in the California Joint Exercise of Powers Act found in Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, beginning at California Government Code Section 6500 et seq.

“Affiliate” means, as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by or is under common control with such Person or, as is appropriate given the context, is a director or officer of such Person or of an Affiliate of such Person. As used in this Agreement, “control” means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies or activities of such Person, whether through ownership of voting securities, its capacity as a sole or managing member, its capacity as a general partner, by contract or otherwise.

“Agreement” has the meaning set forth in the preamble of this Agreement, and includes the Appendices and Schedules attached hereto.

“Agreement Term” has the meaning set forth in Section 2.1(a).

“Ancillary Documents” means the Site Control Documents and all material agreements entered into by and between Seller and any of its Affiliates or between Seller or any Seller Affiliate and any Buyer, in each case, related to the Facility or the Site.

“Applicable MW Share” means the amount, measured in MW, of SB 859 Capacity allocated to SCPPA’s Participating Members, SMUD, MID, Riverside, and TID, as set forth in Appendix F, as may be adjusted pursuant to Section 2.3(h).

“ASME” means American Society of Mechanical Engineers.


“Authorized Auditors” means representatives of any Buyer or a Buyer’s Authorized Representative who are authorized to conduct audits on behalf such Buyer.

“Authorized Representative” has the meaning set forth in Section 13.1.

“Bankruptcy” means any case, action or proceeding under any bankruptcy, reorganization, debt arrangement, insolvency or receivership law or any dissolution or liquidation proceeding commenced by or against a Person and, if such case, action or proceeding is not commenced by such Person, such case, action or proceeding shall be consented to or acquiesced in by such Person or shall result in an order for relief or shall remain undismissed for sixty (60) days.

“Brown Act” has the meaning set forth in Section 13.21(c).

“Business Day” means any day that is not a Saturday, a Sunday, or a day on which commercial banks are authorized or required to be closed in Los Angeles, California or New York, New York.

“Buyer” or “ Buyers” has the meaning set forth in the preamble of this Agreement.
“Buyers’ Agent” means the agent appointed by Buyers pursuant to the Buyers Joint Project Agreement to administer this Agreement on behalf of Buyers and, in the case of SCPPA as a Buyer, the Participating Members, which appointment may be changed from time to time, subject to the representation, warranty and covenant in Section 11.1(d), by written agreement among Buyers with notice thereof to Seller. Notice information for Buyers’ Agent shall be as set forth on Appendix E. As of the Effective Date, Buyers’ Agent shall be SCPPA.

“Buyers Joint Project Agreement” means the Buyers Joint Project Agreement entered into by and among Buyers, dated as of the Effective Date.

“Cal-OSHA” means the California Occupational Safety & Health Administration.

“CEC” means California’s State Energy Resources Conservation and Development Commission, also known as the California Energy Commission.

“CEC Certified” means that the CEC has certified that the Facility is an eligible renewable Energy resource in accordance with Public Utilities Code Section 399.12(e) and the guidelines adopted by the CEC, as amended from time to time, and any successor statute.

“CEC Performance Standard” means, at any time, the applicable greenhouse gas emissions performance standard in effect at such time for baseload electric generation facilities that are owned or operated (or both) by local publicly owned electric utilities, or for which a local publicly owned electric utility has entered into a contractual agreement for the purchase of power from baseload electric generation facilities, as established by the CEC or other Governmental Authority having jurisdiction over any Buyer.

“Change in Control” means the occurrence, whether voluntary or by operation of law and whether in a single transaction or in a series of related transactions of any one or more of the following: (a) a merger or consolidation of Seller or any upstream equity owner of Seller at any level below the Ultimate Parent Entity (any such upstream entity, an “Upstream Equity Owner”) with or into any other Person or any other reorganization in which the equity owners of Seller or such Upstream Equity Owner immediately prior to such consolidation, merger, or reorganization, own fifty percent (50%) or less of the equity ownership of the surviving entity or cease to have the power to control the management and policies of the surviving entity after such consolidation, merger, or reorganization, (b) any transaction or series of related transactions following which the Ultimate Parent Entity, directly or indirectly, no longer (1) remains the owner of more than fifty percent (50%) of the equity ownership of Seller or any Upstream Equity Owner or (2) retains the power to control the management and policies of Seller or any Upstream Equity Owner, (c) a sale, lease, or other disposition of all or substantially all of the assets of Seller or any Upstream Equity Owner, (d) the dissolution or liquidation of Seller or any Upstream Equity Owner, or (e) any transaction or series of related transactions that has the substantial effect of any one or more of the foregoing.

“Change in Law” means a change occurring after the Effective Date to any federal, state, local or other law (including any environmental law or EPS Law, but excluding SB 859 Law), resolution, standard, code, rule, ordinance, directive, regulation, order, judgment, decree, ruling, determination, permit, certificate, authorization, or approval of a Governmental Authority,
including the adoption of any new law, resolution, standard, code, rule, ordinance, directive, regulation, order, judgment, decree, ruling, determination, permit, certificate, authorization, or approval.

“Change in SB 859 Statute” means a change to the provisions of the SB 859 Statute, which is adopted by the California State Legislature and becomes law after the Effective Date and is applicable to local publicly owned electric utilities, the Facility, the Agreement and/or the transactions contemplated hereby.

“Commercial Operation” means all of the following have occurred:

(a) Any servicing of the Facility required to recommence operation of the Facility has been completed in accordance with the terms and conditions of this Agreement, and the Facility (including the Facility Energy) is EPS Compliant and possesses all of the characteristics and satisfies all of the requirements set forth for the Facility in this Agreement and for delivery of Facility Energy to the Point of Delivery;

(b) The Facility has successfully completed all testing required by Prudent Utility Practices or any Requirement of Law to recommence operation of the Facility and has demonstrated the sustained operation of the Facility and the delivery of Facility Energy equal to at least ninety percent (90%) of the SB 859 Capacity during a period of 24 consecutive hours;

(c) Seller has obtained all Permits required for (i) the operation and maintenance of the Facility in accordance with this Agreement, including the Permits identified on Appendix A-1, and (ii) the transactions contemplated by this Agreement, and all such Permits are final and non-appealable;

(d) Each Buyer has received the Performance Security as provided in Section 5.6 in a form reasonably acceptable to Buyers;

(e) The Facility is both authorized and able to operate and deliver Facility Energy at the SB 859 Capacity to the Point of Delivery in accordance with Prudent Utility Practices, the Requirements, and all Requirements of Law;

(f) Seller has entered into all necessary agreements with Transmission Providers pursuant to which it has obtained the rights necessary to deliver Energy generated by the Facility to and from the delivery point specified in the Generator Interconnection Agreement;

(g) Seller has obtained Insurance coverage for the Facility as required by Appendix D, and Seller has provided reasonable evidence to Buyers that the Insurance is in full force and effect;

(h) Seller has delivered to Buyer, and Buyer has approved, the Quality Assurance Program;

(i) Seller has obtained certification from the CEC that the Facility is CEC Certified as a Facility with at least 11 MW of generating capacity and has delivered to Buyers evidence that the Facility has been so CEC Certified; and
(k) Seller has provided reasonable evidence to Buyers that Seller has secured full Site Control and ownership of the Facility.

“Commercial Operation Date” means the date on which Commercial Operation of the Facility occurs, as determined pursuant to Section 3.3.

“Compliance Expenditure Cap” means $50,000.

“Confidential Information” has the meaning set forth in Section 13.21(a).

“Contract Price” means $46.00.

“Contract Year” means (a) with respect to the first (1st) Contract Year, the period beginning on the Commercial Operation Date and extending through the day before the first anniversary of the Commercial Operation Date, and (b) with respect to each Contract Year thereafter, the period beginning on the applicable anniversary of the Commercial Operation Date and extending through the day before the next anniversary of the Commercial Operation Date.

“Costs” has the meaning set forth in Section 12.3(g)(iii).

“CPRA” has the meaning set forth in Section 13.21(c).

“CRO” has the meaning set forth in Section 13.25(g).

“Daily Delay Damages” has the meaning set forth in Section 3.4(b).

“DBE” has the meaning set forth in Section 13.25(c)(i).

“Default” has the meaning set forth in Section 12.1.

“Defaulting Party” has the meaning set forth in Section 12.1.

“Delivery Term” has the meaning set forth in Section 2.1(b).

“Dispute” has the meaning set forth in Section 13.3(a).

“Dispute Notice” has the meaning set forth in Section 13.3(a).

“Downgrade Event” means, with respect to a financial institution, or a provider of a letter of credit or Escrow Account hereunder, any event that results in (a) the failure of such financial institution to maintain the credit rating or organizational status of a Qualified Issuer, as applicable, or (b) the commencement by such a financial institution of involuntary or voluntary bankruptcy, insolvency, reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar proceeding (whether under any present or future statute, law or regulation), or (c) any Buyer electing to terminate any relationship with such Person pursuant to directives from any Governmental Authorities applicable to such Buyer or, in the case of SCPPA, any Participating Member.

“DVBE” has the meaning set forth in Section 13.25(c).
“Early Termination Date” has the meaning set forth in Section 12.3(a).

“EBO” has the meaning set forth in Section 13.25(f).

“EEI” means Edison Electric Institute.

“Effective Date” means the date on which the last Party to execute this Agreement executed this Agreement, as specified on the signature pages hereto. If any Buyer or Seller fails to set forth a date of execution with its signature, such Buyer or Seller hereby authorizes SCPPA, as Buyer’s Agent, to insert, as the date of execution, the date on which such signature was received by SCPPA.

“Electric Metering Devices” means all meters, metering equipment, and data processing equipment conforming to the requirements set forth in Section 10.6 and used to measure, record, or transmit data relating to the generation and delivery of Facility Energy. Electric Metering Devices include the metering current transformers and the metering voltage transformers.

“Energy” means electrical energy.

“EPA” means the United States Environmental Protection Agency.

“EPS Compliance” or “EPS Compliant” when used with respect to the Facility, means that the Facility complies with EPS Law and satisfies the CEC Performance Standard in effect at the time.

“EPS Law” means Sections 8340 and 8341 of the California Public Utilities Code.

“Exiting Buyer” has the meaning set forth in Section 2.3(h).

“Facility” means the 13.4 MW biomass power generating facility located at Weed, California, as further described in Appendix A-1 and depicted on Appendix A-2, including all property interests and related transmission and other facilities.

“Facility Capacity” means the 13.4 MW nameplate capacity of the Facility.

“Facility Cost” means Thirty-Five Million Dollars ($35,000,000).

“Facility Debt” means, measured as of any date, the payment obligations of Seller in connection with borrowed money, including (a) principal of and premium and interest on indebtedness, (b) fees, charges, penalties, and expenses related to indebtedness, (c) amounts due upon acceleration or in connection with prepayment or restructuring of indebtedness, and (d) swap or interest rate hedging breakage costs.

“Facility Energy” means all Energy generated by the Facility, as measured by Electric Metering Devices installed at the Point of Delivery, including such Energy that is used to serve Station Use and Site Host Load.
“Facility Lender” means any financing party providing Facility Debt in connection with the purchase, completion, or operation of the Facility, including any trustee or agent acting on their behalf, and any Person providing interest rate protection agreements to hedge any of the foregoing debt obligations.

“Facility Lender Consent” has the meaning set forth in Section 13.7(d).

“Facility Site” means the real property (including all fixtures and appurtenances thereto) and related physical and intangible property generally identified in Appendix A-1 and Appendix A-2 where the Facility is located.

“FERC” means the Federal Energy Regulatory Commission.

“Force Majeure” has the meaning set forth in Section 13.6(b).

“Force Majeure Notice” has the meaning set forth in Section 13.6(a).

“Forced Outage” means the removal of service availability of the Facility, or any portion of the Facility, for emergency reasons or conditions in which the Facility, or any portion thereof, is unavailable due to unanticipated failure, including as a result of Force Majeure.

“GAAP” means generally accepted accounting principles set forth in opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as may be approved by a significant segment of the accounting profession, in each case as the same are applicable to the circumstances as of the date of determination.

“Gains” has the meaning set forth in Section 12.3(g)(i).

“Generator Interconnection Agreement” means the agreement and associated documents (or any successor agreement and associated documentation approved by FERC) by and between Seller and PacifiCorp.

“Governing Body” means the governing board of a Buyer or a Participating Member of SCPPA.

“Governmental Authority” means any federal, state, regional, city or local government, any intergovernmental association or political subdivision thereof, or other governmental, regulatory or administrative agency, court, commission, administration, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority, or any Person acting as a delegate or agent of any Governmental Authority. The term “Governmental Authority” shall not include any Party or Governing Body.

“Guaranteed Commercial Operation Date” means thirty (30) days after the Effective Date.

“High Hazard Fuel Requirement” has the meaning set forth in Section 11.3.
“IEEE” means the Institute of Electrical and Electronics Engineers.

“Indemnitees” has the meaning set forth in Section 13.19(a).

“Initial Security Amount” has the meaning set forth in Section 5.6(a).

“Insurance” means the policies of insurance as set forth in Appendix D.

“Interest Rate” has the meaning set forth in Section 10.3.

“ISA” means the Instrument Society of America.

“Joint Powers Agreement” means the “Southern California Public Power Authority Joint Powers Agreement” entered into pursuant to the provisions of the Act among SCPPA and SCPPA’s members, dated as of November 1, 1980, as amended or modified from time to time.

“LAAC” has the meaning set forth in Section 13.25(b)(i).

“LADWP” means the City of Los Angeles, acting by and through the Department of Water and Power.

“LGBTBE” has the meaning set forth in Section 13.25(c)(i).

“Licensed Professional Engineer” means an independent, professional engineer reasonably acceptable to Buyers’ Agent, licensed in the State of California, and otherwise qualified to perform the work required hereunder.

“Lien” means any mortgage, deed of trust, lien, security interest, retention of title or lease for security purposes, pledge, charge, encumbrance, equity, attachment, claim, easement, right of way, covenant, condition or restriction, leasehold interest, purchase right or other right of any kind, including any option, of any other Person in or with respect to any real or personal property.

“Losses” has the meaning set forth in Section 12.3(g)(ii).

“MBE” has the meaning set forth in Section 13.25(c)(i).

“MID” has the meaning set forth in the preamble of this Agreement.

“Moody’s” means Moody’s Investor Services, Inc.

“Month” means a calendar month commencing at 00:00 Pacific Prevailing Time on the first day of such month and ending at 24:00 Pacific Prevailing Time on the last day of such month.

“MW” means megawatt in alternating current, or ac.

“MWh” means megawatt-hours.
“NERC” means the North American Electric Reliability Corporation.

“Non-Defaulting Party” has the meaning set forth in Section 12.3(a).

“Non-SB 859 Compliant Products” has the meaning set forth in Section 7.7(d).

“Notifying Party” has the meaning set forth in Section 13.3(a).

“OBE” has the meaning set forth in Section 13.25(c)(i).

“OSHA” means the Occupational Safety and Health Administration of the United States Department of Labor.

“Outside Commercial Operation Date” means the date that is thirty (30) days after the Guaranteed Commercial Operation Date, which date shall not be subject to extension of any kind (except as provided in Section 3.4(c)).

“PacifiCorp” means PacifiCorp, an Oregon corporation.

“Pacific Prevailing Time” means the local time in the State of California.

“Participating Members” means the members of SCPPA that enter into a power sales agreement with SCPPA in connection with this Agreement.

“Party” or “Parties” has the meaning set forth in the preamble of this Agreement.

“Percentage of SB 859 Capacity” means, with respect to a Buyer, the percentage of SB 859 Capacity allocated to such Buyer as set forth in Appendix F, as may be adjusted pursuant to Section 2.3(h).

“Performance Security” has the meaning set forth in Section 5.6(a).

“Permits” means all applications, permits, licenses, franchises, certificates, concessions, consents, authorizations, certifications, self-certifications, approvals, registrations, orders, filings, entitlements and similar requirements of whatever kind and however described that are required to be filed, submitted, obtained, or maintained by any Person with respect to the ownership, possession, testing, operation or maintenance of the Facility, the production, sale, and delivery of Products from the Facility or any other transactions or matter contemplated by this Agreement (including those pertaining to electrical, building, zoning, environmental and occupational safety and health requirements), including the Permits described in Appendix A-1.

“Permitted Encumbrances” means (a) the Lien in favor of the Facility Lender, (b) any Lien approved by Buyers’ Agent in a writing separate from this Agreement that expressly identifies the Lien as a Permitted Encumbrance, and (c) other Liens secured by, or encumbrances on, the Facility that (i) at any time do not, in the aggregate, exceed 50% of the Facility Cost, and (ii) satisfy one or more of the following criteria: (A) Liens for Taxes not yet due or for Taxes being contested in good faith by appropriate proceedings, (B) suppliers’, vendors’, mechanics’, workman’s, repairman’s, employees’ or other like Liens arising in the ordinary course of
business for work or service performed or materials furnished in connection with the Facility for amounts the payment of which is either not yet delinquent or is being contested in good faith by appropriate proceedings, (C) Liens of any judgment, if such judgment shall not have remained undischarged or unstayed on appeal for more than three (3) months, (D) encumbrances consisting of zoning restrictions, licenses, easements, restrictions on the use of the Site and minor defects and irregularities in title which do not materially impair the use of the Site, the Facility or any portion thereof by Seller or materially impact the value of the Site, the Facility or any portion thereof, (E) rights arising under the Site Control Documents, or (F) other Liens incidental to the conduct of Seller’s business or the ownership of its property that were not incurred in connection with the borrowing of money or obtaining advances of credit and do not materially detract from the value of the Facility, or any portion thereof, or its use. Notwithstanding anything to the contrary contained herein, a “Permitted Encumbrance” shall not be construed as a waiver of any condition or requirement contained in Section 11.4 or Section 13.7 of this Agreement.

“Person” means any individual, corporation, partnership, joint venture, limited liability company, association, joint stock company, trust, unincorporated organization, entity, government or other political subdivision.

“Point of Delivery” means the generator meter, as indicated on the line diagram attached hereto as Appendix A-3, that is immediately adjacent to the generator.

“Present Value Rate” means, at any date, the sum of 0.50% plus the yield reported on page “USD” of the Bloomberg Financial Markets Services Screen (or, if not available, any other nationally-recognized trading screen reporting on-line intraday trading in United States government securities) at 11:00 a.m. (New York City, New York time) for the United States government securities having a maturity that most nearly matches the Remaining Term at that date.

“Principals” means any board chair, president, chief executive officer, chief operating officer, and other individual who serves in the functional equivalent of one or more of those positions, as well as any individual who holds an ownership interest in Seller or any Upstream Equity Owner of at least twenty percent (20%), and any employee of Seller who is authorized by Seller to represent Seller before the City of Los Angeles.

“Products” means any and all SB 859 Capacity, SB 859 Attributes, and ancillary products, services or attributes similar to the foregoing that are or can be produced by, or are associated with, the SB 859 Capacity of the Facility, whether now attainable or established in the future.

“Prudent Utility Practices” means those practices, methods, and acts, that are commonly used by a significant portion of the biomass-powered electric generation industry in prudent engineering and operations to design and operate electric equipment (including biomass-powered facilities) lawfully and with safety, dependability, reliability, efficiency, and economy, including any applicable practices, methods, acts, guidelines, standards and criteria of FERC, NERC, WECC, as each may be amended from time to time, and all applicable Requirements of Law. Prudent Utility Practices are not intended to be limited to the optimum practice, method, or
act, to the exclusion of all others, but rather is intended to include acceptable practices, methods, and acts generally accepted in the industry.

“Public Utilities Code” means the Public Utilities Code of the State of California, as may be amended from time to time.

“PUC” means the California Public Utilities Commission and any successor thereto.

“Qualified Buyer Assignee” means a Participating Member, any other non-participating member of SCPPA or a third party Person that is rated (a) “A3” or higher by Moody’s and “A-” or higher by S&P, if such Person is rated by both Moody’s and S&P, or (b) “A3” or higher by Moody’s or “A-” or higher by S&P if such Person is rated only by either S&P or Moody’s, or (c) equivalent ratings by any other credit rating agency of recognized national standing.

“Qualified Issuer” means a Person acceptable to Buyer that maintains a United States financial institution, and that has a current long-term credit rating (corporate or long-term senior unsecured debt) of (a) “A2” or higher by Moody’s and “A” or higher by S&P, if such Person is rated by both Moody’s and S&P or (b) “Aa2” or higher by Moody’s, or “AA” or higher by S&P if such Person is rated only by either S&P or Moody’s.

“Qualified Transferee” means a Person that (a) has a current long-term credit rating (corporate or long-term senior unsecured debt) of (i) “A2” or higher by Moody’s and “A” or higher by S&P, if such Person is rated by both Moody’s and S&P or (ii) “Aa2” or higher by Moody’s, or “AA” or higher by S&P if such Person is rated only by either S&P or Moody’s, (b) executes a written assumption agreement in favor of Buyers pursuant to which such Person shall assume all of the obligations of Seller under this Agreement and the Ancillary Documents, and (c) is reasonably acceptable to Buyers.

“Quality Assurance Program” has the meaning set forth in Section 5.4.

“Recipient Party” has the meaning set forth in Section 13.3(a).

“Remaining Term” means, at any date, the remaining portion of the Delivery Term at that date without regard to any early termination of this Agreement.

“Required SB 859 Energy Quantity” means, during a given period, the quantity of SB 859 Energy equal to the product of the Facility Energy generated during such period multiplied by the SB 859 Capacity Ratio.

“Requirements” means, collectively, (a) any standards or requirements of ASTM, ASME, AWS, EPA, EEI, IEEE, ISA, National Electrical Code, National Electric Safety Code, OSHA, Cal-OSHA, Uniform Building Code, or Uniform Plumbing Code applicable to the Facility, (b) any applicable local county fire department standards or codes, (c) Prudent Utility Practices, (d) all applicable Requirements of Law, (e) Seller’s Quality Assurance Program, and (f) all other requirements of this Agreement.

“Requirement of Law” means any federal, state, local or other law (including any environmental law, EPS Law, SB 859 Law, and the UCC), resolution, standard, code, rule,
ordinance, directive, regulation, order, judgment, decree, ruling, determination, permit, certificate, authorization, or approval of a Governmental Authority, including those pertaining to electrical, building, zoning, environmental and occupational safety and health requirements.

“RFP” has the meaning set forth in the recitals to this Agreement.

“Riverside” has the meaning set forth in the preamble of this Agreement.

“SB 859” has the meaning set forth in the recitals to this Agreement.

“SB 859 Attributes” means any and all benefits, credits, or attributes, howsoever entitled, named, registered, created, measured, allocated or validated that are associated with the obligation of Seller to generate Energy from the Facility using the fuel sources that meet the SB 859 Feedstock Requirements pursuant to this Agreement.

“SB 859 Capacity” means 11 MW of Facility Capacity, as adjusted pursuant to Section 2.3(h).

“SB 859 Capacity Ratio” means the ratio, rounded to four significant figures, obtained by dividing the SB 859 Capacity by the Facility Capacity.

“SB 859 Capacity Rights” has the meaning set forth in Section 9.1.

“SB 859 Compliance” or “SB 859 Compliant” means (a) when used with respect to the Facility, that the Facility qualifies as a biomass resource from which Buyers are required to purchase capacity under the SB 859 Law, (b) when used with respect to this Agreement and/or the transactions contemplated hereby, that the Agreement and/or the transactions hereunder are in compliance with and satisfy the requirements of the SB 859 Law applicable to local publicly owned electric utilities, and (c) when used with respect to the Products, that the Facility Energy included in such Products met the SB 859 Feedstock Requirements or, in the case of a Change in SB 859 Statute that modifies the feedstock requirements, such modified feedstock requirements.

“SB 859 Energy” means Facility Energy that is generated using fuel complying with the SB 859 Feedstock Requirements.

“SB 859 Energy Cap” means the aggregate quantity of Facility Energy that the Facility is capable of producing when operating at the SB 859 Capacity for an hour.

“SB 859 Feedstock Requirements” has the meaning set forth in Section 11.3.

“SB 859 Law” means the SB 859 Statute and SB 859 Regulations.

“SB 859 Noncompliance Determination” means a determination by the CEC or any Governmental Authority having jurisdiction over the matter that the Facility, this Agreement and/or the transactions contemplated hereby fail to be SB 859 Compliant.

“SB 859 Noncompliance Reimbursement” has the meaning set forth in Section 7.7(d).
“SB 859 Noncompliance Damages” has the meaning set forth in Section 7.7(h).

“SB 859 Regulations” means any and all rules, regulations, interpretations or determinations implementing the SB 859 Statute.

“SB 859 Statute” means Section 399.20.3 of the Public Utilities Code.

“SBE” has the meaning set forth in Section 13.25(c).

“SCADA” means the supervisory control and data acquisition system for the Facility.

“Scheduled Outage” means any outage with respect to the Facility other than a Forced Outage.

“Scheduled Outage Projection” has the meaning set forth in Section 4.3(a).

“SCPPA” has the meaning set forth in the preamble of this Agreement.

“Seller” has the meaning set forth in the preamble of this Agreement.

“Seller Parties” means Seller and any Affiliate of Seller that is a party to an Ancillary Document.

“SFPO” has the meaning set forth in Section 13.25(h).

“Site” means the Facility Site and the Transmission and Roadway Site.

“Site Control” means that Seller has demonstrable exclusive right to control the Facility Site as lessee or fee owner and a non-exclusive easement or right of way with respect to the use of the Transmission and Roadway Site, in each case, so as to permit Seller and the Seller Parties to perform their obligations under this Agreement and the Ancillary Documents to which they are a party.

“Site Control Documents” means the real property leases and easements for the Site that together establish Site Control.

“Site Host Load” means the electric energy produced by the Facility that serves the electrical load of Seller.

“S&P” means Standard & Poor’s Financial Services LLC.

“SMUD” has the meaning set forth in the preamble of this Agreement.

“Station Use” means the electric energy produced by the Facility that is (a) used within the Facility to power lights, motors, control systems and other electrical loads necessary for operation of the Facility and (b) consumed within the Facility’s electric energy distribution system as losses needed to deliver electric energy to the Site Host Load and (c) consumed within the generator collection system as losses between the generator and the delivery point specified in the Generator Interconnection Agreement.
“Subcontract” means any agreement or contract entered into on or after the Effective Date by Seller and a Person other than any Buyer or Buyers’ Agent, which Person is providing goods or services to Seller that are related to the performance of Seller’s obligations under this Agreement. Subcontracts specifically include any agreement or contract that is referred to or defined as a “subcontract” in the policies, ordinances, codes or laws with which Seller must comply pursuant to this Agreement, or that is made with a “subcontractor” as such term is used or defined in such policies, ordinances, codes, or laws.

“Subcontractor” means any party to a Subcontract with Seller.

“Sustainable Forest Management Requirement” has the meaning set forth in Section 11.3.

“Tax” or “Taxes” means each federal, state, county, local and other (a) net income, gross income, gross receipts, sales, use, ad valorem, business or occupation, transfer, franchise, profits, withholding, payroll, employment, excise, property or leasehold tax and (b) customs, duty or other fee, assessment or charge of any kind whatsoever, together with any interest and any penalties, additions to tax or additional amount with respect thereto.

“Termination Notice” has the meaning set forth in Section 12.3(a).

“Termination Payment” means a payment in an amount equal to the Non-Defaulting Party’s (a) Losses, plus (b) Costs, minus (c) Gains; provided, however, that if such amount is a negative number, the Termination Payment shall be equal to zero.

“TID” has the meaning set forth in the preamble of this Agreement.

“Transmission and Roadway Site” means the real property (including all fixtures and appurtenances thereto) and related physical and intangible property generally identified in Appendix A-1 and Appendix A-2 where any transmission lines and roadways servicing the Facility are or will be located.

“Transmission Providers” means Persons operating the Transmission System to and from the delivery point specified in the Generator Interconnection Agreement.

“Transmission Services” means the transmission and other services required to transmit Energy generated by the Facility to or from the delivery point specified in the Generator Interconnection Agreement.

“Transmission System” means the facilities utilized to provide Transmission Services.

“Ultimate Parent Entity” of Seller means, (a) as of the Effective Date, RLC Industries Co., and (b) from and after any Change in Control where the Ultimate Parent Entity changes, the entity specified by the Parties on Schedule 11.2(h) as being the “Ultimate Parent Entity”.

“WBE” has the meaning set forth in Section 13.25(c)(i).

“WECC” means the Western Electricity Coordinating Council.
Other terms defined herein have the meanings so given when used in this Agreement with initial-capitalized letters.

**Section 1.2 Interpretation.** In this Agreement, unless a clear contrary intention appears:

(a) time is of the essence

(b) the singular number includes the plural number and vice versa;

(c) reference to any Person includes such Person’s successors and assigns (regardless of whether such Person’s successors and assigns are expressly referenced in the provision) but, in case of a Party hereto, only if such successors and assigns are permitted by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually;

(d) reference to any gender includes the other;

(e) reference to any agreement (including this Agreement), document, act, statute, law, instrument, tariff or Requirement means such agreement, document, act, statute, law, instrument, or tariff, or Requirement, as amended, modified, restated, replaced or superseded and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof, regardless of whether the reference to the agreement, document, act, statute, law, instrument, tariff, or Requirement expressly refers to amendments, modifications, replacements, or successors;

(f) reference to any Article, Section, or Appendix means such Article of this Agreement, Section of this Agreement, or such Appendix to this Agreement, as the case may be, and references in any Article or Section or definition to any clause means such clause of such Article or Section or definition unless otherwise indicated;

(g) “hereunder,” “hereof,” “hereto” and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Article or Section or other provision hereof or thereof;

(h) “including” (and with correlative meaning “include”) means including without limiting the generality of any description preceding such term, regardless of whether words such as “without limitation” are expressly included in the applicable provision;

(i) relative to the determination of any period of time, “from” means “from and including,” “to” means “to but excluding” and “through” means “through and including”;

(j) unless otherwise indicated, reference to time shall always refer to Pacific Prevailing Time; and reference to any “day” shall mean a calendar day, unless otherwise indicated; and

(k) the term “or” is not exclusive, regardless of whether “and/or” is used in the applicable provision.
ARTICLE II.
EFFECTIVE DATE, TERM, AND EARLY TERMINATION

Section 2.1 Term.

(a) Agreement Term. The term of this Agreement (the “Agreement Term”) shall commence on the Effective Date and end on the last day of the Delivery Term or upon the earlier termination of this Agreement in accordance with the terms hereof.

(b) Delivery Term. This Agreement shall have a delivery term (the “Delivery Term”) commencing on the Commercial Operation Date and ending at 11:59 pm on the day before the fifth (5th) anniversary of the Commercial Operation Date, unless sooner terminated in accordance with the terms of this Agreement.

Section 2.2 Survivability. The provisions of this Article II, Section 5.6, Section 10.3, Article XI (except Section 11.2(j), Section 11.2(n), Section 11.2(o), Section 11.2(p), Section 11.4 and Section 11.5), Article XII (except Section 12.1(d) and Section 12.1(f)-(h)), Section 13.2 and Section 13.8-Section 13.19 (except with respect to Section 13.19(d)), shall survive for a period of one year following the termination of this Agreement. The provisions of Article X (other than Section 10.3 and Section 10.6) shall survive for a period of four (4) years following final payment made by Buyers hereunder or the expiration or termination date of this Agreement, whichever is later. The provisions of Article V, Article VI, and Article VIII shall continue in effect after termination to the extent necessary to provide for final billing and adjustments related to any period prior to termination of this Agreement.

Section 2.3 Early Termination.

(a) Early Termination by Mutual Agreement. This Agreement may be terminated by mutual written agreement of each of the Parties.

(b) Early Termination for Failure to Provide Performance Security. Any Buyer may, in its sole discretion, without penalty to such Buyer, withdraw from this Agreement, and Buyers may collectively, in their sole discretion, terminate this Agreement, in either case, effective upon notice to Seller, if Seller fails to deliver the Performance Security within ten (10) days after the Effective Date.

(c) Early Termination for Default. Upon the occurrence of a Default, the Non-Defaulting Party, or Non-Defaulting Parties, as the case may be, may terminate this Agreement as set forth in Section 12.3.

(d) Early Termination for Failure to Achieve Commercial Operation Date. Any Buyer may, in its sole discretion and without penalty to such Buyer, withdraw from this Agreement, and Buyers may collectively, in their sole discretion and without penalty to Buyers, terminate this Agreement, in either case, effective upon notice to Seller, if Seller fails to achieve the Commercial Operation Date on or before the Outside Commercial Operation Date, except as set forth in Section 3.3.
(e) **Early Termination for Failure to Maintain EPS, SB 859 Compliance or the SB 859 Feedstock Requirements.** Any Buyer may, in its sole discretion and without penalty to such Buyer, withdraw from this Agreement, and Buyers may collectively, in their sole discretion and without penalty to Buyers, terminate this Agreement, in either case, effective upon notice to Seller, if (i) at any time the Facility does not satisfy all requirements to be EPS Compliant, (ii) Seller does not satisfy the SB 859 Feedstock Requirements during any Contract Year, or (iii) subject to Section 7.7, at any time during the Term there is an SB 859 Noncompliance Determination.

(f) **Early Termination for Force Majeure.** This Agreement may be terminated pursuant to Section 13.6(c).

(g) **Early Termination for Business Policies.** SCPPA may, in its sole discretion and without penalty to SCPPA, withdraw from this Agreement effective upon notice to Seller for Seller’s failure to comply with the provisions set forth in Section 13.25.

(h) **Effect of Termination or Withdrawal.** Any withdrawal from, or early termination of, this Agreement under this Section 2.3 shall be without prejudice to the rights and remedies of a Party under this Agreement, including Section 7.7 and for Defaults under Section 12.1. If a Buyer withdraws from this Agreement or this Agreement is terminated with respect to a Buyer (such Buyer, the “Exiting Buyer”) as provided in this Section 2.3, then:

(i) Each remaining Buyer shall have the right to take over all or a portion of the Exiting Buyer’s Percentage of SB 859 Capacity by notice to the other Parties within ninety (90) days after such withdrawal or termination and to assume the Exiting Buyer’s obligations under this Agreement with respect thereto.

(ii) From the effective date of the withdrawal or termination with respect to the Exiting Buyer until any remaining Buyer elects to take over the Exiting Buyer’s Percentage of SB 859 Capacity (if ever), (A) the SB 859 Capacity shall be reduced by an amount equal to the product of the Exiting Buyer’s Percentage of SB 859 Capacity and the then-current SB 859 Capacity, (B) each remaining Buyer’s and SCPPA Participating Member’s Applicable MW Share shall remain unchanged, and (C) each remaining Buyer’s Percentage of SB 859 Capacity (and the corresponding percentages of total capacity set forth next to each Participating Member on Appendix F) shall be adjusted to equal the percentage equivalent of a fraction, the numerator of which is equal to such Buyer’s Applicable MW Share, and the denominator of which is equal to the SB 859 Capacity, as reduced pursuant to clause (A) of this Section 2.3(h)(ii).

(iii) At such time as any remaining Buyer elects to take over all or a portion of the Exiting Buyer’s Percentage of SB 859 Capacity as provided in Section 2.3(h)(i):

(1) Such remaining Buyer’s Applicable MW Share and the SB 859 Capacity (as reduced pursuant to Section 2.3(h)(iii)) shall be increased in MW by an amount equal to the Exiting Buyer’s Applicable MW Share that such remaining Buyer is taking over; and

(2) Each remaining Buyer’s Percentage of SB 859 Capacity shall be adjusted to equal the percentage equivalent of a fraction, the numerator of which is equal to such
Buyer’s Applicable MW Share (or, in the case of SCPPA, the sum of the Applicable MW Shares of all of SCPPA’s Participating Members), as adjusted pursuant to Section 2.3(h)(iii)(1) (if applicable), and the denominator of which is equal to the SB 859 Capacity, as adjusted pursuant to Section 2.3(h)(iii)(1).

(iv) If there is a reduction in the SB 859 Capacity as the result of a Buyer’s withdrawal from, or early termination of, this Agreement under this Section 2.3, the Initial Security Amount portion of the Performance Security shall be reduced proportionately.

(v) In the event that the SB 859 Capacity, as the result of a Buyer’s or Buyers’ withdrawal from, or early termination of, this Agreement under this Section 2.3, is reduced to five (5) MW or less, then Seller may terminate this Agreement without penalty and shall have no liability or obligation to any other Parties as a result of such termination.

ARTICLE III.
PREPARATION OF THE FACILITY

Section 3.1 General.

(a) Permitting. Seller, at its expense, shall timely take all steps necessary to obtain all Permits required to maintain and operate the Facility in accordance with the Requirements and for the performance of Seller’s obligations hereunder. Seller shall provide to any Buyer any information requested by such Buyer related to such Permits, including information concerning any conditions or requirements set forth in such Permits or any mitigation plans or monitoring programs required by such Permits.

(b) Meetings with Governmental Authorities. Seller shall represent the Facility as necessary in all meetings with and proceedings before all Governmental Authorities.

(c) Other Information. In addition to the reports required to be delivered under this Agreement, Seller shall provide to Buyers’ Agent such other information regarding the operations of Seller, its Subcontractors or the Facility, financial or otherwise, and other data concerning the Seller, its Subcontractors or the Facility as Buyers’ Agent may, from time to time, reasonably request.

Section 3.2 Subcontracts. Seller shall cause provisions to be included in each Subcontract that provide: (a) Buyers’ Agent with rights of access to the Facility and the work performed under such Subcontract at all reasonable times (but subject to Site safety protocols) and the right to inspect, make notes about, and review all documents and information as Buyers’ Agent may reasonably request, subject to redaction of confidential or proprietary information; and (b) that the personnel of, and consultants to, the applicable contractor and Seller shall be available to Buyers’ Agent and its agents, representatives and consultants at reasonable times and with prior notice for purposes of discussing any aspect of the Facility or the exercise of Buyers’ rights under Section 5.2.

Section 3.3 Certification of Commercial Operation Date. Seller shall provide Buyers’ Agent with notice in accordance with Section 13.2 when Seller believes that all conditions precedent to achieving Commercial Operation of the Facility as specified in the
definition of “Commercial Operation” have been satisfied. Buyers’ Agent shall either accept the notice, or reject the notice if reasonable cause exists, provided that Buyers’ Agent shall not unreasonably withhold, delay or condition any acceptance of such notice, and in any event shall provide in reasonable detail a written description of the reasons for any rejection. Buyers’ Agent shall in all cases respond to any such notice within fifteen (15) business days after receipt thereof by Buyers’ Agent, and Buyers shall be deemed to have accepted such notice if Buyers’ Agent fails to respond in such time. If Buyers’ Agent rejects the notice, Seller shall promptly correct any defects or deficiencies and resubmit the notice. The Commercial Operation Date shall be deemed to have occurred as of the date of any Seller notice of Commercial Operation that is accepted (or deemed accepted) by Buyers. So long as Seller provides, in good faith, notice to Buyers’ Agent of the achievement of Commercial Operation prior to the Outside Commercial Operation Date, no Buyer may withdraw from this Agreement, and Buyers may not collectively terminate this Agreement under Section 2.3(d) for failure to achieve the Commercial Operation Date under Section 3.4, so long as (a) Buyers’ Agent either (i) accepts such notice or (ii) rejects such notice due to minor defects or deficiencies that do not affect the ability of the Facility to be placed in service and operated in accordance with this Agreement, and (b) Seller promptly corrects such minor defects or deficiencies identified by Buyers’ Agent. In no event shall any extension of the Outside Commercial Operation Date under this Section 3.3 affect the amount of the Contract Price, notwithstanding any tax benefits lost as a result of the delay of the Commercial Operation Date.

Section 3.4 Commercial Operation Date.

(a) Seller shall achieve the Commercial Operation Date on or before the Guaranteed Commercial Operation Date. The Guaranteed Commercial Operation Date shall be extended, on a day-for-day basis to the extent Seller is actually, demonstrably and unavoidably delayed in achieving the Commercial Operation Date due to (i) the failure by any Buyer to perform any covenant or obligation under this Agreement, or (ii) Force Majeure.

(b) If Seller fails to achieve the Commercial Operation Date by the Guaranteed Commercial Operation Date (as may be extended pursuant to Section 3.4(a)), Seller shall pay to each Buyer liquidated damages in an amount equal to such Buyer’s proportionate share, based on each Buyer’s Percentage of SB 859 Capacity, of the aggregate amount payable to Buyers. The amount of liquidated damages shall be calculated as (i) the number of days between the Guaranteed Commercial Operation Date and the date upon which either (A) the Commercial Operation Date is achieved, (B) the applicable Buyer withdraws (without penalty to such Buyer) from this Agreement pursuant to Section 2.3, or (C) this Agreement is terminated by Buyers pursuant to Section 2.3, as applicable, multiplied by (ii) Five Hundred Dollars ($500) (the “Daily Delay Damages”). Daily Delay Damages shall be due and payable in weekly installments for the amounts thereof accrued during the previous week, beginning on the 7th day following the first day after the Guaranteed Commercial Operation Date. Seller shall continue to make such payments of Daily Delay Damages until the Commercial Operation Date is achieved, at which time Seller shall pay all previously accrued and unpaid Daily Delay Damages.

(c) In no event shall the Commercial Operation Date be extended beyond the Outside Commercial Operation Date, which date shall not be subject to extension except by mutual agreement of the Parties.
(d) The damages that Buyers would incur due to Seller’s failure to timely achieve the Commercial Operation Date by the Guaranteed Commercial Operation Date would be difficult or impossible to predict with certainty, and it is impractical or difficult to assess actual damages in those circumstances, but the Daily Delay Damages are a fair and reasonable calculation of such damages, and shall be Seller’s sole liability and obligation, and Buyers’ sole right and remedy, other than withdrawal without penalty from, or termination of, this Agreement, for Seller’s failure to achieve the Commercial Operation Date by the Guaranteed Commercial Operation Date therefor. Notwithstanding the foregoing, the Daily Delay Damages shall not limit any Buyer’s right to exercise any right or remedy available under this Agreement or at law or in equity for any Default occurring concurrently with, before or after Seller’s delay in achievement of the Commercial Operation Date, or in connection with any termination for failure to achieve the Commercial Operation by the Outside Commercial Operation Date.

Section 3.5 Decommissioning and Other Costs. No Buyer shall be responsible for any cost of decommissioning or demolition of the Facility or any environmental or other liability associated with the decommissioning or demolition of the Facility without regard to the timing or cause of the decommissioning or demolition.

ARTICLE IV.
OPERATION AND MAINTENANCE OF THE FACILITY

Section 4.1 General Operational Requirements. Seller shall, at all times:

(a) At its sole expense, operate and maintain the Facility (i) in accordance with the Requirements and (ii) in a manner that is reasonably likely to result in a useful life for the Facility of not less than the Delivery Term;

(b) At its sole expense, operate and maintain the Facility in accordance with the Requirements and with due regard for the safety, security and reliability of the interconnected facilities and Transmission System;

(c) Use qualified and trained personnel for managing, operating and maintaining the Facility and for coordinating with Buyers’ Agent, and ensure that necessary personnel are available on-site or on-call twenty-four (24) hours per day during the Delivery Term;

(d) Comply with operating and maintenance standards recommended or required by the Facility’s equipment suppliers.

Section 4.2 Environmental Credits. Seller shall, if applicable, obtain in its own name and at its own expense all pollution or environmental credits or offsets necessary to operate the Facility in compliance with any Requirement of Law.

Section 4.3 Outages.

(a) On the Effective Date and, no later than January 1, April 1, July 1 and October 1 of each calendar year thereafter, Seller shall provide Buyers’ Agent with its non-binding written projection of all Scheduled Outages for the succeeding calendar year (the “Scheduled Outage Projection”). The Scheduled Outage Projection shall include information concerning all
projected Scheduled Outages during such period, including (i) the anticipated start and end dates of each Scheduled Outage; (ii) a description of the maintenance or repair work to be performed during the Scheduled Outage; and (iii) the anticipated MW of operational capacity, if any, during the Scheduled Outage. Seller shall use commercially reasonable efforts to notify Buyers’ Agent of any change in the Scheduled Outage Projection fifty-five (55) days prior to the first day of the month of the originally scheduled date of the Scheduled Outage, but in no event later than forty-five (45) days prior to the first day of the month of the originally-scheduled date of the Scheduled Outage.

(b) Seller shall notify Buyers’ Agent within twenty-four (24) hours after the commencement of any Forced Outage. Seller’s notice shall provide detailed information concerning the Forced Outage, including (i) the start and anticipated end dates of the Forced Outage; (ii) a description of the cause of the Forced Outage; (iii) a description of the maintenance or repair work to be performed during the Forced Outage; and (iv) the anticipated MW of operational capacity, if any, during the Forced Outage.

ARTICLE V.
COMPLIANCE DURING OPERATIONS; GUARANTEES

Section 5.1 Guarantees. Seller warrants that, at the Commercial Operation Date, the Facility shall be free from material defects caused by errors or omissions in design, engineering and construction or repaired as set forth below. Seller further warrants that, throughout the Delivery Term: (a) the Facility will be free and clear of all Liens other than Permitted Encumbrances, and (b) the Facility will be designed, constructed and tested in compliance with the Requirements. Seller also warrants and guarantees that throughout the Delivery Term, it will monitor the operation and maintenance of the Facility and that said operation and maintenance is, and will be, in full compliance with all Requirements applicable to the Facility as of the Effective Date. Without limiting the foregoing, Seller shall promptly repair and/or replace, consistent with Prudent Utility Practice, any component of the Facility that may be damaged or destroyed or otherwise not operating properly and efficiently. Seller shall exercise commercially reasonable efforts to timely undertake all updates or modifications to the Facility, and its equipment and materials, including procedures, programming and software, required by Prudent Utility Practice. Seller shall, at its expense, maintain throughout the Agreement Term an inventory of spare parts for the Facility in a quantity that is consistent with Prudent Utility Practice.

Section 5.2 Buyers’ Rights to Monitor in General. Each Buyer shall have the right, and Seller shall permit each Buyer and its Authorized Representative, advisors, engineers and consultants, to observe, inspect, and monitor the operations and activities of the Facility, including for the purpose of ensuring that Seller’s fuel supply complies with SB 859. Seller shall cause its personnel, consultants, and contractors to be available to, and cooperate in all reasonable respects with, each Buyer and its Authorized Representative, advisors, engineers, and consultants at reasonable times and with prior notice for purposes of discussing any aspect of the Facility and each Buyer’s exercise of its rights under this Section 5.2.
Section 5.3 Effect of Review by Buyers. Any review by a Buyer or a Buyer’s Authorized Representative of the operation or maintenance of the Facility, or observation of any testing, is solely for the information of such Buyer. Buyers shall have no obligation to share the results of any such review or observations with Seller, nor shall any such review or the results thereof (whether or not the results are shared with Seller), nor any failure to conduct any such review, nor any observation of testing or failure to observe testing, relieve Seller from any of its obligations under this Agreement. By making any such review or observing any such testing, no Buyer makes any representation as to the economic and technical feasibility, operational capability or reliability of the Facility. Seller shall in no way represent to any third party that any such review by a Buyer or a Buyer’s Authorized Representative of the Facility thereof, including, but not limited to, any review of the operation or maintenance, is a representation by any Buyer as to the economic and technical feasibility, operational capability or reliability of the Facility. Seller is solely responsible for the economic and technical feasibility, operational capability and reliability thereof.

Section 5.4 Quality Assurance Program. Seller agrees to maintain and comply with a written quality assurance policy (“Quality Assurance Program”) to be delivered by Seller and approved by Buyers prior to the Commercial Operation Date, and Seller shall cause all work performed on or in connection with the Facility to materially comply with the Quality Assurance Program.

Section 5.5 No Liens. Except as otherwise permitted by this Agreement, the Facility shall be owned by Seller during the Agreement Term. Seller shall not sell or otherwise dispose of or create, incur, assume or permit to exist any Lien (other than Permitted Encumbrances) on any portion of the Facility or any other property or assets that are related to the operation, maintenance and use of the Facility without the prior written approval of Buyers’ Agent.

Section 5.6 Performance Security.

(a) Within ten (10) days after the Effective Date and no later than thirty (30) days after the end of each Contract Year during the Agreement Term thereafter, Seller shall furnish to each Buyer one or more letters of credit issued by Qualified Issuers in the form attached hereto as Appendix C, in the aggregate amount of the sum of (1) Two Million Four Hundred and Seventy-Five Thousand Dollars ($2,475,000) (the “Initial Security Amount”) and (2) the total of the payments made by Buyers to Seller during the Delivery Term up to the end of the immediately preceding Contract Year, and delivered to each Buyer in an amount equal to such Buyer’s proportionate share of such aggregate amount based on such Buyer’s Percentage of SB 859 Capacity, which, in each case, shall guarantee Seller’s obligations under this Agreement (“Performance Security”), and which Seller shall maintain in full force and effect until the end of the Agreement Term or until Buyers are required to return the Performance Security to Seller as set forth in Section 5.6(b) below. The following table illustrates the annual increases in the Performance Security that are intended to result from the operation of this subclause (a) of Section 5.6 (with the figures and sums in the second and third columns being illustrative only):
(b) Each Buyer shall return its proportionate share of the unused portion of the Performance Security, if any, to Seller within sixty (60) days after: (i) the Agreement Term has ended and (ii) all obligations of Seller arising under this Agreement are paid (whether directly or indirectly such as through set-off or netting) or performed in full.

(c) Each Buyer may draw on its proportionate share of the Performance Security (i) at any time following Seller’s failure to timely pay Daily Delay Damages when due hereunder in the amount of such Daily Delay Damages, (ii) upon Seller’s failure to make any other payment due to Buyers hereunder in the amount of such unpaid payment, including any damages owed hereunder, including any SB 859 Noncompliance Damages or any Termination Payment, or (iii) if the amount of an invoice is less than the amount of an SB 859 Noncompliance Reimbursement as set forth in Section 7.7(e), provided, that, in the case of a draw under clause (ii), any such amount shall have been invoiced to Seller, or Seller shall have otherwise been notified thereof. Each Buyer may draw all or any part of such amounts due to such Buyer from any form of security under this Section 5.6, and in any sequence such Buyer may elect, in its sole discretion. Any failure of, or delay by, a Buyer in electing to draw any amount from the Performance Security shall in no way prejudice Buyer’s rights to subsequently recover such amounts from the Performance Security or in any other manner. Within seven (7) days following any draw by any Buyer on its proportionate share of the Performance Security, Seller shall replenish the amount drawn such that the Performance Security is restored to the applicable amount set forth in Section 5.6(a).

(d) Seller shall notify each Buyer of the occurrence of a Downgrade Event within seven (7) days after obtaining knowledge of the occurrence of such event. Failure by Seller to notify each Buyer of the occurrence of a Downgrade Event shall not affect Seller’s obligation to provide replacement Performance Security pursuant to this Section 5.6. If a Downgrade Event occurs at any time, Seller shall replace, in accordance with this Section 5.6, the Performance Security from the Person that has suffered the Downgrade Event within five (5) days after such Downgrade Event. Such replacement security shall meet the requirements of this Section 5.6. If the replacement Performance Security is not provided by Seller, each Buyer shall have the right to demand payment of the full amount of its proportionate share of such Performance Security,

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<tr>
<th>Contract Year in which Security is Posted</th>
<th>Contract Year’s Payments</th>
<th>Cumulative Security Posted</th>
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<tr>
<td>0</td>
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<td>$11,675,000</td>
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and each Buyer shall retain such amount in order to secure Seller’s obligations under this Agreement; provided that if and to the extent such amount exceeds payment and performance in full of all of Seller’s obligations under this Agreement, each Buyer shall refund the excess to Seller promptly after all such obligations of Seller under this Agreement have been paid or performed in full.

(e) If any Performance Security is in the form of a letter of credit, then Seller shall provide, or cause to be provided, a replacement letter of credit from a Qualified Issuer or cash (to be held in an Escrow Account), such form of replacement security to be determined by each Buyer in its sole determination, in the amount required under this Section 5.6 within five (5) days of notice from any Buyer to Seller requesting such replacement Performance Security after the occurrence of any one of the following events: (i) the failure of the issuer of the letter of credit, by at least 60 days prior to the expiration of the letter credit, to extend such letter of credit; (ii) the failure of the issuer of the letter of credit to immediately honor any Buyer’s properly documented request to draw on such letter of credit; or (iii) the issuer of the letter of credit becomes bankrupt. If the replacement Performance Security is not delivered in accordance with this Section 5.6(e), each Buyer shall have the right to demand payment of its proportionate share of such Performance Security, and each Buyer shall retain such amount in order to secure Seller’s obligations under this Agreement; provided that, if and to the extent such retained amount exceeds payment and performance in full of all of Seller’s obligations under this Agreement, each Buyer shall refund the excess to Seller promptly after all such obligations of Seller under this Agreement shall have been paid or performed in full.

(f) Seller shall, from time to time as requested by any Buyer or Buyers’ Agent, execute, acknowledge, record, register, deliver and file all such notices, statements, instruments and other documents as may be necessary or advisable to render fully valid, perfected and enforceable under all Requirements of Law the Performance Security (including any Ancillary Documents required therefor) and the rights, Liens and priorities of Buyers with respect to such Performance Security.

(g) Notwithstanding the other provisions of this Agreement, the Performance Security: (i) constitutes security for, but is not a limitation of, Seller’s obligations under this Agreement, and (ii) shall not be Buyers’ exclusive remedy against Seller for Seller’s failure to perform in accordance with this Agreement.

ARTICLE VI.
PURCHASE AND SALE OF PRODUCT

Section 6.1 Purchase and Sale. On and after the Commercial Operation Date and continuing for the Delivery Term, Seller shall sell and each Buyer shall purchase its Percentage of SB 859 Capacity and the other associated Products by paying the Contract Price multiplied by such Buyer’s Percentage of SB 859 Capacity multiplied by the Required SB 859 Energy Quantity, provided that in no event shall (a) Buyers be obligated to purchase Products associated with more than the SB 859 Energy Cap in any hour or more than the SB 859 Capacity in any instant, nor (b) any individual Buyer be obligated to purchase, (i) in any hour, Products associated with more than the product of the SB 859 Energy Cap multiplied by a Buyer’s corresponding Percentage of SB 859 Capacity or, (ii) in any instant, Products associated with
more than the product of the SB 859 Capacity multiplied by the Buyer’s corresponding Percentage of SB 859 Capacity.

**Section 6.2 Seller’s Failure.** Seller shall not procure Energy from sources other than the Facility to satisfy its obligations hereunder.

**ARTICLE VII.**
TRANSMISSION AND SCHEDULING; TITLE AND RISK OF LOSS

**Section 7.1 In General.** Seller shall arrange for, and shall bear all risks associated with, delivery of all Facility Energy to and from the Point of Delivery, including charges related to control area services, export capability fees, inadvertent energy flows, interconnection costs, transmission losses to and from the Point of Delivery, the transmission of Facility Energy, and transformer crossover fees associated with the transmission of Energy from the on-site substation to and from the Point of Delivery.

**Section 7.2 Reserved.**

**Section 7.3 Forecasting.**

(a) Seller, at its own cost, shall install metering, telemetry and control equipment so as to be able to measure Facility Energy at the Point of Delivery.

(b) Seller shall provide, or shall cause its designee to provide, to Buyers by the Guaranteed Commercial Operation Date and at least one-hundred twenty (120) days before the beginning of each Contract Year for the Facility, a non-binding forecast of each Month’s deliveries of Facility Energy from the Facility to the Point of Delivery, for the following twelve (12) Months.

(c) Seller shall, upon request but no more often than once each month, provide to each Buyer and Participating Member, in a format that reasonably allows such Buyer and Participating Member, as applicable, to copy, paste or otherwise use such data, (i) a record of (A) the hourly Facility Energy output and (B) daily Energy generation of the Facility, in each case for the month or months covered by the request; (ii) read-only access to megawatt capacity and any other Facility availability information requested by Buyers; and (iii) upon written request, Seller shall provide Energy output information and meteorological measurements in such format as may be mutually acceptable to Seller and such Buyer.

(d) Seller shall provide each Buyer and Participating Member upon request read-only access to all Electric Metering Devices.

**Section 7.4 Reserved.**

**Section 7.5 No Payment.**

(a) No Buyer shall be obligated to pay Seller for any Products to the extent that Facility Energy is not or cannot be delivered to the Point of Delivery.
(b) No Buyer shall be obligated to pay Seller for any Products to the extent that Facility Energy is not or cannot be recorded by the Electric Metering Devices installed at the Point of Delivery for any reason (including Force Majeure).

Section 7.6 Title; Risk of Loss. As between the Parties, Seller shall be deemed to be in exclusive control, and have title to and risk of loss (and responsible for any damages or injury caused thereby), of all Energy prior to, at, and from the Point of Delivery. Seller warrants that the Product shall be sold to Buyers free and clear of all Liens created by any Person other than Buyers subject to the Requirements of Law.

Section 7.7 EPS, SB 859 Compliance and SB 859 Feedstock Requirements.

(a) Seller warrants and guarantees that, throughout the Delivery Term, the Facility shall be CEC Certified and EPS Compliant, and the Facility, this Agreement and the transactions contemplated hereby shall be SB 859 Compliant.

(b) Notwithstanding Section 7.7(a), if a Change in Law occurs that causes the Facility to cease to be CEC Certified or EPS Compliant Seller shall use commercially reasonable efforts to comply with such Change in Law, and cause the Facility to be CEC Certified and EPS Compliant.

(c) From time to time and at any time requested by any Buyer or any of its Authorized Representatives, Seller will furnish to each Buyer, Governmental Authorities, or other Persons designated by any Buyer, all certificates and other documentation reasonably requested by any Buyer or such Authorized Representatives in order to demonstrate that the Facility and the Products were or are EPS Compliant and SB 859 Compliant.

(d) Seller shall include in each Monthly invoice delivered pursuant to Section 10.2(a) a monthly report in substantially the form attached hereto as Appendix B showing, among other things, the quantity of SB 859 Energy generated during the invoice Month as compared to the Required SB 859 Energy Quantity during such Month. Contemporaneously with Seller’s delivery to each Buyer of such Monthly invoice, Seller shall deliver to each Buyer evidence satisfactory to such Buyer, and attest in writing with respect thereto, that, for the applicable Contract Year considered as a whole, the Facility will be SB 859 Compliant and that Seller will be able to deliver Products associated with SB 859 Energy in an amount no less than the Required SB 859 Energy Quantity for such Contract Year. If Seller does not deliver such satisfactory evidence and attestation to a Buyer, then Seller shall promptly reimburse such Buyer, or deliver to such Buyer a revised invoice reducing Buyer’s payment obligation for the preceding Month by, an amount equal to the total amount that such Buyer paid Seller for Products delivered to such Buyer during the preceding Month (such Products, “Non-SB 859 Compliant Products” and such reimbursement or invoice adjustment, an “SB 859 Noncompliance Reimbursement”). Any Buyer that receives an SB 859 Noncompliance Reimbursement for any Month during a Contract Year with respect to which the CEC or any Governmental Authority having jurisdiction over the matter pursuant to the SB 859 Law determines, or Seller otherwise demonstrates to Buyer’s satisfaction and delivers an attestation in writing as described above, that the SB 859 Feedstock Requirements were met shall, within 60 days after such determination or demonstration is made, deliver to Seller payment in the amount
of all SB 859 Noncompliance Reimbursements received by such Buyer applicable to such Contract Year.

(e) If at the end of any Contract Year, Seller failed to deliver SB 859 Energy in an amount equal to the Required SB 859 Energy Quantity for such Contract Year, Seller, without limiting any of Buyers’ other rights and remedies provided herein, including pursuant to Section 2.3(e) and Section 12.3, shall promptly reimburse each Buyer an amount equal to the total amount that such Buyer paid Seller for the difference between the Required SB 859 Energy Quantity for such Contract Year and the amount of SB 859 Energy actually delivered during such Contract Year, minus any SB 859 Noncompliance Reimbursement already received by Buyer during such Contract Year.

(f) Reserved.

(g) If at any time during the Agreement Term, there is a Change in SB 859 Statute that causes the Facility, this Agreement, and/or the transactions contemplated hereby to cease to be SB 859 Compliant, Seller shall use commercially reasonable efforts to comply with such Change in SB 859 Statute and cause the Facility, the Agreement or the transactions contemplated hereby, as applicable, to be SB 859 Compliant, subject to the following conditions:

(i) If the Change in SB 859 Statute affects the ability of the Facility to be SB 859 Compliant, then Seller shall use all commercially reasonable efforts to cause the Facility to be SB 859 Compliant, provided that the use of commercially reasonable efforts shall not require Seller to incur costs and expenses in excess of the Compliance Expenditure Cap. If, after six months, and notwithstanding the use of commercially reasonable efforts, the Facility fails to be SB 859 Compliant, each Party may terminate this Agreement without penalty to any Party.

(ii) If the Change in SB 859 Statute affects the ability of the Agreement and/or the transactions contemplated hereby to be SB 859 Compliant, then Seller shall use all commercially reasonable efforts to cause the Agreement and/or the transactions contemplated hereby to be SB 859 Compliant, provided that the use of commercially reasonable efforts shall not require Seller to incur costs and expenses in excess of the Compliance Expenditure Cap. If, after six months, and notwithstanding the use of such commercially reasonable efforts, this Agreement and/or the transactions contemplated hereby fail to be SB 859 Compliant, the Parties shall negotiate in good faith to amend the Agreement to bring the Agreement and the transactions into SB 859 Compliance, provided that in any such amendment the Buyers shall bear no additional costs, obligations or risks hereunder. If the Parties are unable to reach agreement on such amendments within one hundred eighty (180) days, each Party may terminate this Agreement without penalty to any Party.

(h) In the event of (i) any SB 859 Noncompliance Determination or (ii) any Change in SB 859 Statute that (A) causes the Facility, this Agreement and/or the transactions contemplated hereby to cease to be SB 859 Compliant and (B) is applied retroactively to the Facility, this Agreement and/or the transactions contemplated hereby, each Buyer may terminate this Agreement under Section 2.3(e) and Seller shall promptly reimburse each Buyer an amount equal to the total amount that such Buyer paid Seller for Products that, under or as a result of the
SB 859 Noncompliance Determination, were not SB 859 Compliant (such amount, “SB 859 Noncompliance Damages”).

(i) In no event shall any Buyer that exercises its rights under Section 7.7(g) or (h) be entitled to a Termination Payment.

ARTICLE VIII.
SB 859 ATTRIBUTES

Section 8.1 Transfer of SB 859 Attributes. For and in consideration of payment of the Contract Price pursuant to Section 6.1, Seller shall transfer to each Buyer, and each Buyer shall receive from Seller, proportionately in accordance with such Buyer’s Percentage of SB 859 Capacity, all right, title, and interest in and to all SB 859 Attributes. Seller shall transfer and make the SB 859 Attributes available to Buyers upon payment by Buyers of the Contract Price in accordance with Section 6.1. Seller represents and covenants that it has not assigned, transferred, conveyed, encumbered, sold, or otherwise disposed of and shall not assign, transfer, convey, encumber, sell or otherwise dispose of all or any portion of such SB 859 Attributes to any Person other than Buyers or attempt to do any of the foregoing with respect to any of the SB 859 Attributes.

Section 8.2 Reporting of Ownership of SB 859 Attributes. During the Agreement Term, Seller shall not report to any Person that the SB 859 Attributes granted hereunder to Buyers belong to any Person other than Buyers, and Buyers may report under any program that such SB 859 Attributes purchased hereunder belong to them.

Section 8.3 SB 859 Attributes. Upon request by any Buyer’s Authorized Representative, Seller shall take all actions and execute all documents or instruments necessary under applicable law, bilateral arrangements or other voluntary programs of any kind, as applicable, to maximize the attribution, accrual, realization, generation, production, recognition and validation of SB 859 Attributes throughout the Agreement Term.

ARTICLE IX.
SB 859 CAPACITY RIGHTS

Section 9.1 SB 859 Capacity Rights. For and in consideration of payment of the Contract Price pursuant to Section 6.1, Seller hereby sells to each Buyer, and each Buyer hereby purchases from Seller, all of Seller’s rights, title and interest in and to the SB 859 Capacity (“SB 859 Capacity Rights”), proportionately in accordance with such Buyer’s Percentage of SB 859 Capacity. No Buyer shall have any obligation or liability whatsoever for any debt pertaining to the Facility by virtue of any Buyer’s ownership of the SB 859 Capacity Rights or otherwise.

Section 9.2 Representation Regarding Ownership of SB 859 Capacity Rights. Seller represents and warrants that it has not assigned, transferred, conveyed, encumbered, sold or otherwise disposed of all or any portion of the SB 859 Capacity and covenants that it shall not assign, transfer, convey, encumber, sell or otherwise dispose of the SB 859 Capacity to any Person other than Buyers or attempt to do any of the foregoing with respect to the SB 859 Capacity. During the Agreement Term, Seller shall not report to any Person that any of the SB 859 Capacity belong to any Person other than Buyers. Each Buyer may, at each Buyer’s own
risk and expense, report to any Person that such Buyer’s proportionate share of the SB 859 Capacity belongs to it.

Section 9.3 Further Assurances. Seller shall, at its sole cost and expense, execute and deliver such documents and instruments and take such other action as any Buyers’ Authorized Representative may reasonably request to effect recognition and transfer of the SB 859 Capacity to Buyers.

ARTICLE X.
BILLING; PAYMENT; AUDITS; METERING; ATTESTATIONS; POLICIES

Section 10.1 Billing and Payment. Billing and payment for all Products shall be as set forth in this Article X.

Section 10.2 Calculation of Energy Delivered; Invoices and Payment.

(a) Not later than the tenth (10th) day of each Month, commencing with the Month immediately following the first Month in which Facility Energy is generated and delivered to the Point of Delivery under this Agreement, Seller shall deliver to each Buyer a proper invoice showing the amount due for the preceding Month from each Buyer to Seller based on such Buyer’s Percentage of SB 859 Capacity. Seller shall calculate the amount of Facility Energy from meter readings at the Electric Metering Devices maintained pursuant to Section 10.6. Each invoice shall show the title of the Agreement and, if applicable, the Agreement number, the name, address and identifying information of Seller, and shall be sent to the address set forth in Appendix E or such other address as each Buyer may provide to Seller. Seller shall separately provide with such invoice (i) evidence supporting the total amount of Facility Energy generated and delivered to the Point of Delivery during such period, (ii) the monthly report required pursuant to Section 7.7(d), and (iii) Seller’s computation of any amounts due to Seller. Any electronic information delivered by Seller under this Article X shall be in a format such as Microsoft Excel (or its equivalent) that allows each Buyer to cut, paste or otherwise readily use and work with such information or documentation or as otherwise mutually agreed by the Parties.

(i) Each invoice shall contain the most recent attestations delivered pursuant to Section 7.7(d), Section 11.6, and Section 11.8.

(ii) [Reserved.]

(b) Subject to Section 10.2(e) and Section 10.3, not later than the thirtieth (30th) day after receipt by a Buyer of Seller’s Monthly invoice (or the next succeeding Business Day, if the thirtieth (30th) day is not a Business Day), each Buyer shall pay to Seller, by wire transfer of immediately available funds to an account specified by Seller or by any other means agreed to by the Parties from time to time, the amount set forth as due by such Buyer in such Monthly invoice.

(c) [Reserved.]

(d) [Reserved.]
(e) No Buyer shall be required to make invoice payments if the invoice is received more than six (6) Months after the applicable Monthly billing period except with respect to any disputed amounts for which an invoice was provided within six (6) Months after the applicable Monthly billing period and for which such Buyer’s liability is established and for any corrections or adjustments resulting in amounts owing by such Buyer pursuant to Section 10.6(c).

**Section 10.3 Disputed Invoices.** If any portion of any invoice is in dispute, the undisputed amount shall be paid when due. The Party disputing a payment shall promptly notify the other Parties of the basis for the dispute, setting forth the details of such dispute in reasonable specificity. Disputes shall be discussed directly by the Parties’ Authorized Representatives, who shall use reasonable efforts to amicably and promptly resolve such Disputes, and any failure to agree shall be subject to resolution in accordance with Section 13.3. Upon resolution of any Dispute, if all or part of the disputed amount is later determined to have been due, then the Party owing such payment or refund shall pay within ten (10) days after receipt of notice of such determination the amount determined to be due plus interest thereon at the Interest Rate from the due date until the date of payment. For purposes of this Section 10.3, “**Interest Rate**” shall mean the lesser of (i) two percent (2%) above the per annum Prime Rate reported daily in *The Wall Street Journal*, or (ii) the maximum rate permitted by applicable Requirements of Law.

**Section 10.4 Buyers’ Right of Setoff.** In addition to any right now or hereafter granted under applicable law and not by way of limitation of any such rights, each Buyer shall have the right at any time or from time to time without notice to Seller or to any other Person, any such notice being hereby expressly waived, to set off against any amount due Seller from such Buyer under this Agreement or otherwise any amount due such Buyer from Seller under this Agreement or otherwise, including any amounts due as a result of any breach of this Agreement or any other obligation if and to the extent paid in the first instance by such Buyer.

**Section 10.5 Records and Audits.** Seller shall maintain, and the Authorized Auditors shall have access to, all records and data pertaining to the performance and management of this Agreement (including SB 859 Compliance, compliance with the SB 859 Feedstock Requirements, and any other compliance with the Requirements) and related Subcontracts, and as necessary to properly reflect all costs claimed to have been incurred hereunder and thereunder, including (a) in their original form, all (i) documents provided to Seller in the ordinary course of business for the Facility, (ii) documents for billing, costs, metering, and Environmental Attributes, (iii) books, records, documents, reports, deliverables, employee time sheets, accounting procedures and practices, and (iv) records of financial transactions, and (b) other evidence, regardless of form (for example, machine readable media such as disk or tape, etc.) or type (for example, databases, applications software, database management software, or utilities). If Seller is required to submit cost or pricing data in connection with this Agreement, Seller shall maintain all records and documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used. In the event of a Dispute, records that relate to the Agreement, Dispute, litigation or costs, or items to which an audit exception has been taken, shall be maintained. Buyers’ Agent and the Authorized Auditors may discuss such records with Seller’s officers and independent public accountants (and by this provision Seller authorizes said accountants to discuss such billings and costs), all at such times and as often as may be reasonably requested. All such records shall be retained, and shall be subject to examination and audit by the Authorized Auditors, for a period of not less than six (6)
years following final payment made by a Buyer hereunder as it relates to a particular payment obligation, the expiration or termination date of this Agreement, or final settlement of all disputes, claims, or litigation, whichever is later. Seller shall make said records or, to the extent accepted by the Authorized Auditors, photographs, micro-photographs, or other authentic reproductions thereof, available to the Authorized Auditors at Seller’s principal business office or any other of Seller’s offices as mutually agreed upon by Buyers’ Agent and Seller, at all reasonable times and without charge. The Authorized Auditors may reproduce, photocopy, download, transcribe, and the like any such records. Any information provided by Seller on machine-readable media shall be provided in a format accessible and readable by the Authorized Auditors. Seller shall not, however, be required to furnish the Authorized Auditors with commonly available software. Seller shall be subject at any time with fourteen (14) days prior written notice to audits or examinations by Authorized Auditors, relating to all billings and required to verify compliance with all Agreement requirements relative to practices, methods, procedures, performance, compensation, and documentation. Examinations and audits shall be performed using generally accepted auditing practices and principles and applicable governmental audit standards. If Seller utilizes or is subject to Federal Acquisition Regulation, Part 30 and 31, et seq, accounting procedures, or a portion thereof, examinations and audits shall utilize such information. To the extent that an Authorized Auditor’s examination or audit reveals inaccurate, incomplete or non-current records, or records are unavailable, the records shall be considered defective. Consistent with standard auditing procedures, Seller shall be provided fifteen (15) days to review an Authorized Auditor’s examination results or audit and respond to Buyers’ Agent prior to the examination’s or audit’s finalization and public release. If an Authorized Auditor’s examination or audit indicates Seller has been overpaid under a previous payment application, the identified overpayment amount shall be paid by Seller to Buyers within fifteen (15) days after notice to Seller of the identified overpayment. If an Authorized Auditor’s examination or audit reveals that Buyers’ overpayment to Seller is more than five percent (5.0%) of the billings reviewed, Seller shall pay all expenses and costs incurred by the Authorized Auditors arising out of or related to the examination or audit, which examination or audit expenses and costs shall be paid by Seller to Buyers within fifteen (15) days after notice to Seller. Seller shall contractually require all Subcontractors performing services under this Agreement to comply with the provisions of this Section 10.5 by inserting this Section 10.5 into each Subcontract.

Section 10.6 Electric Metering Devices.

(a) Facility Energy shall be measured using a Buyer-approved revenue-quality Electric Metering Device at the Point of Delivery, which approval Buyers shall not unreasonably withhold or delay. Seller shall arrange and bear all costs associated with the installation of the Electric Metering Devices needed for the registration, recording and transmission of information regarding the Energy generated at the Facility. Seller shall provide, or cause to be provided, to Buyers’ Agent a mutually agreed set of meter data, which data shall be accessible to, and usable by, Buyers. All Electric Metering Devices used to provide data for the computation of payments shall be sealed and Seller or its designee shall only break the seal when such Electric Metering Devices are to be inspected and tested or adjusted in accordance with this Section 10.6. Seller or its designee shall specify the number, type, and location of such Electric Metering Devices.
(b) Seller or its Authorized Representative, at no expense to Buyers, shall inspect and test all Electric Metering Devices prior to the Effective Date and at least annually thereafter. Seller or its Affiliates shall provide Buyer annual certified test reports for each Electric Metering Device thereafter throughout the duration of the Delivery Term. Seller shall provide Buyers’ Agent with reasonable advance notice of, and permit representatives of Buyers and Buyers’ Agent to witness and verify, such inspections and tests. Upon request by Buyers’ Agent, Seller or its Authorized Representative shall perform additional inspections or tests of any Electric Metering Device and shall permit a qualified representative of any Buyer to inspect or witness the testing of any Electric Metering Device. The actual expense of any such requested additional inspection or testing shall be borne by Seller. Seller shall provide copies of any inspection or testing reports to Buyers’ Agent.

(c) If an Electric Metering Device fails to register, or if the measurement made by an Electric Metering Device is found upon testing to be inaccurate by more than plus or minus one percent (±1.0%), an adjustment shall be made to correct all measurements made by the inaccurate or defective Electric Metering Device for both the amount of the inaccuracy and the period of the inaccuracy. The adjustment period shall be determined by reference to Seller’s check-meters, if any, or as far as can be reasonably ascertained by Seller from the best available data, subject to review and approval by Buyers. If the period of the inaccuracy cannot be reasonably ascertained, any such adjustment shall be for a period equal to one-third of the time elapsed since the preceding test of the applicable Electric Metering Devices. To the extent that the adjustment period covers a period of deliveries for which payment has already been made by Buyers, Buyers’ Agent shall use the corrected measurements as determined in accordance with this Section 10.6 to recompute the amount due for the period of the inaccuracy and shall subtract the previous payments by Buyers for this period from such recomputed amount. If the difference is a positive number, the difference shall be paid by Buyers to Seller; if the difference is a negative number, that difference shall be paid by Seller to Buyers, or at the direction of Buyers’ Agent, may take the form of an offset to payments due to Seller from Buyers. Payment of such difference by the owing Party or Parties, as applicable, shall be made not later than thirty (30) days after the owing Party or Parties, as applicable, receives notice of the amount due, unless Buyers elect payment via an offset. Seller shall work with Buyers to establish direct access by the Buyers to interval meter data for purposes of Buyer reconciliation of invoices.

Section 10.7 Taxes. Seller shall be responsible for and shall pay, before the due date therefor, any and all federal, state, and local Taxes incurred by it as a result of entering into this Agreement and all Taxes imposed or assessed with respect to the Facility, the Site, or any other assets of Seller, the Products or the transaction arising before, at or after the Point of Delivery. If any Buyer is required by Requirement of Law to remit or pay Taxes that are Seller’s responsibility hereunder, such Buyer may deduct such amounts from payments to Seller hereunder; if such Buyer elects not to deduct such amounts from Seller’s payments, Seller shall promptly reimburse such Buyer for such amounts upon request. Nothing shall obligate or cause a Party to pay or be liable to pay any Taxes for which it is exempt under law. A Party that is exempt at any time and for any reason from one or more Taxes shall bear the risk that such exemption shall be lost or the benefit of such execution be reduced.
ARTICLE XI.
REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 11.1 Representations and Warranties. Each Buyer makes the following representations and warranties to Seller as of the Effective Date:

(a) Such Buyer is, (i) with respect to SCPPA, a validly existing California joint powers authority, (ii) with respect to each of MID and TID, a validly existing irrigation district organized under the laws of the State of California, (iii) with respect to SMUD, a validly existing California municipal utility district, and (iv) with respect to Riverside, a validly existing California charter city and municipal corporation, and has the legal power and authority to own its properties, to carry on its business as now being conducted and to enter into this Agreement, and to carry out the transactions contemplated hereby and thereby, and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.

(b) The execution, delivery and performance by such Buyer of this Agreement (i) have been duly authorized by all necessary action, and does not and will not require any consent or approval of such Buyer’s (or, in the case of SCPPA, SCPPA’s Participating Members’) Governing Body, other than that which has been obtained; and (ii) does not violate any federal, state, and local law, including the California Government Code and similar laws.

(c) This Agreement constitutes the legal, valid and binding obligation of such Buyer enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws relating to or affecting the enforcement of creditors’ rights generally or by general equitable principles, regardless of whether such enforceability is considered in a proceeding in equity or at law.

(d) Buyers’ Agent has been appointed as the agent for Buyers pursuant to the Buyers Joint Project Agreement, a true and correct copy of which has been furnished to Seller, for the purposes of administering this Agreement, and Buyers’ Agent has the power and authority to take such actions, grant such consents, and bind Buyers with respect to the matters provided for in this Agreement in a manner consistent with the term and conditions set forth in this Agreement.

(e) Such Buyer is (i) an “eligible contract participant” as defined in the Commodity Exchange Act, as amended, 7 U.S.C. Section 1a(18); (ii) a producer, processor, or commercial user of, or a merchant handling, the commodity that is the subject of this Agreement, or the products or byproducts thereof; and (iii) entering into this Agreement solely for purposes related to its business as such.

Section 11.2 Representations and Warranties of Seller. Seller makes the following representations and warranties to Buyers as of the Effective Date:

(a) Each of the Seller Parties is a corporation or limited liability company duly organized and validly existing and in good standing under the laws of its respective state of incorporation or organization and is qualified to do business in the State of California, and has the legal power and authority to own or lease its properties, to carry on its business as now being conducted and to enter into this Agreement and the Ancillary Documents to which it is a party,
and to carry out the transactions contemplated hereby and thereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement and any Ancillary Documents to which it is a party.

(b) Each Seller Party has taken all corporate or limited liability company action required to authorize the execution, delivery, and performance of this Agreement and all Ancillary Documents requiring execution by such Seller Party, and such Seller Party has delivered to Buyers (i) copies of all resolutions and other documents evidencing such corporate or limited liability company actions, certified by an authorized representative of such Seller Party as being true, correct, and complete, and (ii) an incumbency certificate signed by the secretary of such Seller Party certifying as to the names and signatures of the authorized representatives of such Seller Party.

(c) The execution, delivery and performance by each Seller Party of this Agreement and any Ancillary Documents to which it is a party have been duly authorized by all necessary organizational action, and do not require any consent or approval other than those which have already been obtained.

(d) The execution and delivery of this Agreement and all Ancillary Documents to which any Seller Party is a party, the consummation of the transactions contemplated hereby and thereby and the fulfillment of and compliance with the provisions of this Agreement and any Ancillary Documents to which any Seller Party is a party, do not and will not conflict with or constitute a breach of or a default under, any of the terms, conditions or provisions of any Requirement of Law, or any organizational documents, agreement, deed of trust, mortgage, loan agreement, other evidence of indebtedness or any other agreement or instrument to which any Seller Party is a party or by which it or any of its property is bound, or result in a breach of or a default under any of the foregoing or result in or require the creation or imposition of any Lien upon any of the properties or assets of any Seller Party (except as contemplated hereby), and each Seller Party has obtained or shall use commercially reasonable efforts to timely obtain (and expects to obtain in due course) all Permits required for the performance of its obligations hereunder and operation of the Facility in accordance with the Requirements. Each Seller Party represents and warrants that it has disclosed this Agreement and the nature of the transactions contemplated by such Agreement to PacifiCorp.

(e) This Agreement and any Ancillary Documents to which any Seller Party is a party constitute the legal, valid and binding obligation of such Seller Party enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws relating to or affecting the enforcement of creditors’ rights generally or by general equitable principles, regardless of whether such enforceability is considered in a proceeding in equity or at law.

(f) There is no pending or threatened action or proceeding affecting any Seller Party before any Governmental Authority, which purports to affect the legality, validity or enforceability of this Agreement or any Ancillary Documents.

(g) None of the Seller Parties is in violation of any Requirement of Law, which violations, individually or in the aggregate, would reasonably be expected to result in a material
adverse effect on the business, assets, operations, condition (financial or otherwise) or prospects of any Seller Party, or the ability of any Seller Party to perform any of its obligations under this Agreement or any Ancillary Documents.

(h) The corporate organizational structure and ownership of Seller, the Upstream Equity Owner(s) up to the Ultimate Parent Entity, and a list of the Principals of Seller, each Upstream Equity Owner and the Ultimate Parent Entity, as of the Effective Date, is set forth on Schedule 11.2(h) and as of the date of each update to Schedule 11.2(h) (as provided in Section 11.6), Schedule 11.2(h) (as then updated) sets forth the corporate organizational structure and ownership of Seller and each Upstream Equity Owner, and the Principals of Seller, each Upstream Equity Owner and the Ultimate Parent Entity.

(i) The Seller Parties have (i) not entered into this Agreement or any Ancillary Document to which they are a party with the actual intent to hinder, delay or defraud any creditor, and (ii) received reasonably equivalent value in exchange for its obligations under this Agreement and any Ancillary Document to which they are a party. No petition in bankruptcy has been filed against any Seller Party (other than petitions that have been dismissed within 60 days after filing), and no Seller Party nor any of their respective constituent Persons have ever made an assignment for the benefit of creditors or taken advantage of any insolvency act for its benefit as a debtor.

(j) The Permits required to maintain or operate the Facility in accordance with the Requirements have been or are reasonably expected to be timely obtained in the ordinary course of business, and Seller is in compliance with any mitigation plans, monitoring programs, or other requirements associated with any such Permits.

(k) Tax returns and reports of each Seller Party required to be filed by it have been timely filed, and all Taxes shown on such Tax returns to be due and payable and all assessments, fees and other governmental charges upon each Seller Party and upon its properties, assets, income, business and franchises that are due and payable have been paid when due and payable. Seller knows of no proposed Tax assessment against it that is not being actively contested by it in good faith and by appropriate proceeding.

(l) Seller owns or possesses or will acquire all patents, rights to patents, trademarks, copyrights and licenses necessary for the performance by Seller of its obligations under this Agreement, and Seller’s use thereof does not infringe on the intellectual property rights of third parties.

(m) Seller has not assigned, transferred, conveyed, encumbered, sold or otherwise disposed of the Products except as provided herein.

(n) All of the assumptions made in the Non-Consolidation Opinion, including any exhibits attached thereto, are true and correct, and Seller has complied or will comply after the date hereof with all of the assumptions made with respect to Seller in the Non-Consolidation Opinion.

(o) Seller’s or its Affiliate’s agents and representatives have visited, inspected and become familiar with the Site and its physical condition relevant to the obligations of Seller
pursuant to this Agreement, including roads, utilities, air and water quality conditions. Seller is
familiar with all local and other conditions that may be material to Seller’s performance of its
obligations under this Agreement (including transportation, seasons and climate, access, weather,
handling and storage of materials and equipment, and availability and quality of labor and
utilities). Seller has determined that the Site constitutes an acceptable and suitable site for
operation of the Facility in accordance herewith. At all times after the Effective Date, Seller shall
have Site Control. Seller shall provide Buyer with prompt notice of any change in the status of
Seller’s Site Control. Seller shall not take any action or permit any action to be taken at or with
respect to the Site that has a material adverse effect upon the Facility or the generating capability
of the Facility.

(p) Seller is (i) an “eligible contract participant” as defined in the Commodity
Exchange Act, as amended, 7 U.S.C. Section 1a(18); (ii) a producer, processor, or commercial
user of, or a merchant handling, the commodity that is the subject of this Agreement, or the
products or byproducts thereof; and (iii) entering into this Agreement solely for purposes related
to its business as such.

Section 11.3 Covenants Related to Fuel Sources. Seller shall ensure that, during each
Contract Year, Facility Energy in an amount equal to the Required SB 859 Energy Quantity
meets the following requirements: (a) at least 80% of the feedstock used to generate such Facility
Energy shall be a byproduct of sustainable forest management, which includes removal of dead
and dying trees from Tier 1 high hazard zones and Tier 2 high hazard zones (as defined in SB
859) and is not from lands that have been clear-cut (the “Sustainable Forest Management
Requirement”), and (b) at least 60% of the feedstock used to generate such Facility Energy shall
be from Tier 1 high hazard zones and Tier 2 high hazard zones (as defined in SB 859) (the “High
Hazard Fuel Requirement,” and together with the Sustainable Forest Management Requirement,
the “SB 859 Feedstock Requirements”).

Section 11.4 Covenants of Seller Related to Site Control Documents.

(a) Seller shall (i) maintain Site Control at all times, and (iii) provide Buyers’ Agent
with prompt notice of any change in the status of Seller’s Site Control.

(b) Seller shall at all times keep, perform, observe and comply with, or cause to be
kept, performed, observed and complied with, all covenants, agreements, conditions and other
provisions required to be kept, performed, observed and complied with by or on behalf of Seller
from time to time pursuant to the Site Control Documents, and Seller shall not do or permit
anything to be done, the doing of which, or refrain from doing anything, the omission of which,
could impair or tend to impair the rights of Seller under the Site Control Documents, or could be
grounds for any counterparty to Seller thereunder to terminate a Site Control Document.

(c) Seller shall use commercially reasonable efforts to enforce the provisions of the
Site Control Documents short of termination thereof such that Seller may enjoy all of the rights
granted to Seller thereunder.

(d) Seller shall give Buyers’ Agent immediate notice of (i) any default or of any event
which, with the giving of notice or passage of time, or both, would become a default under any
of the Site Control Documents, or the receipt by Seller of any notice from any counterparty to Seller thereto, or (ii) the commencement or threat of any action or proceeding or arbitration pertaining to any Site Control Document. Seller shall deliver to Buyers’ Agent, immediately upon service or delivery thereof on, to or by Seller, a copy of each petition, summons, complaint, notice of motion, order to show cause and other pleading or paper, however designated, which shall be served or delivered in connection with any such action, proceeding or arbitration.

(e) Seller shall not terminate, cancel, sever or surrender, or permit or suffer the subordination, termination, cancellation, severance or surrender of, or modify, change, amend or assign any Site Control Document in a way that could, individually or in the aggregate, reasonably be expected to have a material adverse effect on any Buyer, the Facility, or Seller’s performance of its obligations under this Agreement, without the prior written consent of Buyers’ Agent. Notwithstanding the foregoing, Buyers’ Agent’s consent shall not be required to terminate a Site Control Document if the real property rights arising under such Site Control Document are not reasonably necessary for the possession of the Facility, the generation of Energy at the Facility, or the transmission of Energy from the Facility to the Point of Delivery.

Section 11.5 Covenants of Seller Related to Material Adverse Effects. In the event of a material adverse effect on the business, assets, operations, condition (financial or otherwise) or prospects of Seller or an event of default by Seller, Seller shall promptly thereafter notify Buyers’ Agent, and Seller shall, within thirty (30) days after providing such notice, provide Buyers’ Agent with a plan or report, including the report (at Seller’s sole cost and expense) of a Licensed Professional Engineer with respect to any operational problem related to the Facility if reasonably requested by Buyers’ Agent that demonstrates in detail reasonably acceptable to Buyers’ Agent, that the material adverse effect or event of default by Seller has been mitigated or cured, or will be mitigated or cured within a reasonable period or within the cure periods provided therefor (and listing, in detail, the actions that Seller has taken, is taking, or proposes to take with respect to such condition or event), or that such material adverse effect or event of default by Seller will not have a material adverse effect on the performance of Seller under this Agreement. A failure to provide such plan or report within thirty (30) days, or to diligently undertake any of the actions set forth under such plan or report, will be deemed a failure by Seller to perform under Section 12.1(b).

Section 11.6 Covenants of Seller to Provide Quarterly Attestations. Seller shall provide to Buyers’ Agent on January 1, April 1, July 1 and October 1 of each Contract Year a certificate executed by an authorized officer of Seller certifying that the representations and warranties set forth in Section 11.2 of this Agreement remain true and correct as of the date of such certificate, and that there exists no event of default by Seller or any event that, after notice or with the passage of time or both, would constitute a Default hereunder; provided, that (i) with respect to any attestation with respect to the representation and warranty set forth in Section 11.2(f), Seller may include a disclosure schedule with any such attestation in order to make such representation true and (ii) with respect to any attestation as to any representation and warranty set forth in Section 11.2(h), Seller may update such attestation and Section 11.2(h) in order to account for any mergers, transfers, consolidations, assignments, restructurings, or similar transactions to the extent that such transactions either (A) do not constitute a Change of Control or (B) have been consented to by Buyers.
Section 11.7 Covenants of Seller Related to Intellectual Property. Seller shall timely obtain all patents, rights to patents, trademarks, copyrights and licenses necessary for the performance by Seller of its obligations under this Agreement.

Section 11.8 Covenants of Seller Related to Facility Debt. Seller shall not permit Facility Debt in an amount that, in the aggregate exceeds fifty percent (50%) of the Facility Cost. On January 1, April 1, July 1, and October 1 of each year commencing on the Effective Date, Seller shall provide to Buyer a certificate of an officer, director or member of Seller attesting to Facility Debt as being equal to or less than fifty percent (50%) of the Facility Cost as of such date, which certificate shall be accompanied by supporting documentation in reasonable detail, including a statement of the Facility’s then-current Facility Debt value.

ARTICLE XII.
DEFAULT; TERMINATION AND REMEDIES; PERFORMANCE DAMAGE

Section 12.1 Default. Each of the following events or circumstances shall constitute a “Default” by the responsible Party (the “Defaulting Party”):

(a) Payment Default. Failure by a Party to make any payment under this Agreement when and as due (other than payments disputed in good faith) that is not cured within thirty (30) days after receipt of notice thereof from the other Party (which amount shall include payment of interest from the due date at the Interest Rate);

(b) Performance Default. Failure by a Party to perform any of its duties or obligations under this Agreement (other than any failure for which a sole remedy is provided in this Agreement and any failure which is separately listed as a Default of Seller under this Section 12.1) that is not cured within thirty (30) days after receipt of notice thereof from the other Party; provided that if such failure cannot be cured within such thirty (30) day period despite reasonable commercial efforts and is not a failure to make a payment when due, and such Party expeditiously commences to cure such breach following its receipt of notice and continues to diligently proceed with such cure within such longer period of time, then such Party shall have up to sixty (60) additional days to cure.

(c) Breach of Representation and Warranty. Any representation, warranty, certification, or other statement made by a Party or Seller Party in this Agreement or any Ancillary Document, or in the case of Seller, made in a quarterly certification delivered pursuant to Section 11.6, is false or inaccurate at the time made; provided that no Default shall exist if such falsity or inaccuracy is remedied within thirty (30) days after receipt of notice thereof from another Party, and further provided that if such falsity or inaccuracy cannot be cured within such thirty (30) day period despite reasonable commercial efforts, and such Party expeditiously commences to cure such breach following its receipt of notice and continues to diligently proceed with such cure within such longer period of time, then such Party shall have up to sixty (60) additional days to cure.

(d) Bankruptcy. Bankruptcy of any Buyer (which shall only be a Default with respect to such Bankrupt Buyer) or Seller.
(e) **Performance Security Failure.** (i) The failure of Seller to furnish Performance Security by the time set forth in Section 5.6, or the failure of Seller to maintain or replace the Performance Security in compliance with Section 5.6, (ii) the failure of any of the Performance Security to be in full force and effect in accordance with Section 5.6 or (iii) any Person contests the validity or enforceability of the Performance Security or the letter of credit provider denies that it has any liability in respect of any Performance Security and such Performance Security is not replaced in compliance with Section 5.6.

(f) **Insurance Default.** The failure of Seller to (i) maintain and provide acceptable evidence of the required Insurance for the required period of coverage as set forth in Appendix D that is not cured within three (3) days after receipt of notice of such failure from a Buyer or (ii) provide acceptable evidence of Insurance that is in full force and effect, which failure is not remedied by both (A) the provision to Buyers of electronic evidence of such Insurance within two (2) days after receipt of notice of such failure from a Buyer and (B) the provision of other evidence acceptable to Buyers within fifteen (15) days after receipt of notice of such failure from a Buyer.

(g) **Fundamental Change.** Except as permitted by Section 13.7, (i) a Party makes an assignment of its rights or delegation of its obligations under this Agreement, or (ii) a Change in Control occurs (whether voluntary or by operation of law).

(h) **Site Control Document Default.** Seller breaches any of its obligations under Section 11.4, which breach is not cured within ten (10) days after receipt of notice thereof from Buyers’ Agent, other than a breach of Seller’s obligations under Section 11.4(a), which shall immediately trigger a Default hereunder.

(i) **Commercial Operation Date.** Seller fails to achieve Commercial Operation on or before the Outside Commercial Operation Date.

**Section 12.2 Default Remedy.**

(a) If any Buyer is in Default for nonpayment, subject to any duty or obligation under this Agreement, Seller may continue to provide services to such Defaulting Buyer, and shall continue to provide services with respect to the non-Defaulting Buyers, pursuant to its obligations under this Agreement; provided that nothing in this Section 12.2(a) shall affect Seller’s rights and remedies set forth in Section 12.2. Seller’s continued service to a Defaulting Buyer shall not act to relieve such Defaulting Buyer of any of its duties or obligations under this Agreement.

(b) Notwithstanding any other provision herein, if any Default has occurred and is continuing, the affected Party may, whether or not the dispute resolution procedure set forth in Section 13.3 has been invoked or completed, bring an action in any court of competent jurisdiction as set forth in Section 13.3 seeking injunctive relief in accordance with applicable rules of civil procedure.

(c) Except as expressly limited by this Agreement, if a Default has occurred and is continuing and a Buyer is the Defaulting Party, Seller may without further notice exercise any rights and remedies provided herein or otherwise available at law or in equity with respect to
such Buyer, including a partial termination of this Agreement with respect to the Defaulting Buyer pursuant to Section 12.3; provided that the non-Defaulting Buyer (or Buyers, as applicable), shall have the opportunity, upon the termination of this Agreement with respect to such Defaulting Buyer or Buyers, to take over such Defaulting Buyer’s or Buyers’ Percentage of SB 859 Capacity as provided in Section 2.3(h). No failure of Seller to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by Seller of any other right, remedy or power hereunder preclude any other or future exercise of any right, remedy or power.

(d) Except as expressly limited by this Agreement, if a Default has occurred and is continuing and Seller is the Defaulting Party, each Buyer may without further notice exercise any rights and remedies provided for herein, or otherwise available at law or equity, including (i) application of all amounts available under the Performance Security against any amounts then payable by Seller to Buyers under this Agreement, and (ii) withdrawal from or termination of this Agreement pursuant to Section 12.3. No failure of any Buyer to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by any Buyer of any right, remedy or power hereunder preclude any other or future exercise of any right, remedy or power by such Buyer.

Section 12.3 Termination for Default.

(a) In the event of a Default by any Buyer, each Party that is not a Defaulting Party, as the context requires (each, a “Non-Defaulting Party”) may, for so long as the Default is continuing and, to the extent permitted by applicable law, without limiting any other rights or remedies available to each Non-Defaulting Party under this Agreement, by notice from any Non-Defaulting Party to the Defaulting Party (a “Termination Notice”) (i) establish a date, which shall be no earlier than the date of such notice and no later than twenty (20) days after the date of such notice (“Early Termination Date”) on which this Agreement shall terminate with respect to such Buyer, and (ii) Seller may withhold any payments due to such Defaulting Buyer in respect of this Agreement.

(b) In the event of a Default by Seller, each Buyer, as a Non-Defaulting Party may, for so long as the Default is continuing and, to the extent permitted by applicable law, without limiting any other rights or remedies available to each Non-Defaulting Party under this Agreement, (i) establish by delivery of a Termination Notice an Early Termination Date (which shall be no earlier than the date of such notice and no later than twenty (20) days after the date of such Termination Notice) on which such Non-Defaulting Buyer may withdraw, without penalty to such Non-Defaulting Buyer, from this Agreement or, upon the mutual agreement of Buyers, this Agreement shall terminate, and (ii) withhold any payments due Seller in respect of this Agreement; provided, that upon the occurrence of any Default of the type described in Section 12.1(h) (but only arising due to a breach under Section 11.4(c)), this Agreement shall automatically terminate, without notice or other action by any Party as if an Early Termination Date had been declared immediately prior to such event.

(c) If an Early Termination Date has been designated under Section 12.3(b), each Non-Defaulting Party shall calculate in a commercially reasonable manner its Gains, Losses and Costs resulting from the termination of this Agreement and the resulting Termination Payment.
The Gains, Losses and Costs relating to the Products that would have been required to be
delivered under this Agreement had it not been terminated shall be determined by comparing the
amounts each Buyer would have paid for the Products under this Agreement to the equivalent
quantities and relevant market prices, either quoted by one or more bona fide third party offers,
or which are reasonably expected by each Buyer to be available in the market under a
replacement contract for this Agreement covering the same products and having a term equal to
the Remaining Term at the date of the Termination Notice, adjusted to account for differences in
transmission, if any. To ascertain the market prices of a replacement contract, each Non-
Defaulting Party may consider, among other valuations, quotations from dealers in Energy
contracts and bona fide third party offers. Each Non-Defaulting Party shall not be required to
enter into any such replacement agreement in order to determine its Gains, Losses and Costs or
the Termination Payment.

(d) [Reserved.]

(e) Each Non-Defaulting Party shall notify the Defaulting Party of the Termination
Payment, which notice shall include a written statement explaining in reasonable detail the
calculation of such amount. If the Termination Payment is a positive number, the Defaulting
Party shall, within fourteen (14) days after receipt of such notice, pay the Termination Payment
to each Non-Defaulting Party, together with interest accrued at the Interest Rate from the Early
Termination Date until paid. The Non-Defaulting Party shall not be obligated to pay a
Termination Payment in any amount to the Defaulting Party under any circumstances.

(f) If the Defaulting Party disagrees with the calculation of the Termination Payment
and the Parties cannot otherwise resolve their differences, the Defaulting Party shall pay the
undisputed amount of the Termination Payment and calculation of the Termination Payment
shall be submitted to the dispute resolution process provided in Section 13.3. Following
resolution of the dispute, the Defaulting Party shall pay the difference, if any, of the full amount
of the Termination Payment, as determined by such resolution, and the undisputed amount paid
by the Defaulting Party as and when required, but no later than thirty (30) days following the
date of such resolution, together with all interest, at the Interest Rate, that accrued from the Early
Termination Date until the date the Termination Payment is paid.

(g) For purposes of this Agreement:

(i) “Gains” means, with respect to the Non-Defaulting Party, an amount
equal to the present value of the economic benefit to it, if any (exclusive of Costs), resulting
from the termination of its rights and obligations under this Agreement, determined in a
commercially reasonable manner. Factors used in determining economic benefit may include
reference to information either available to it internally or supplied by one or more third parties,
including quotations (either firm or indicative) of relevant rates, prices, yields, yield curves,
volatilities, spreads or other relevant market data in the relevant markets, market price referent,
market prices for a comparable transaction, forward price curves based on economic analysis of
the relevant markets, or settlement prices for a comparable transaction at liquid trading
platforms, all of which should be calculated for the remaining Delivery Term to determine the
present value of the Products;
(ii) “Losses” means, with respect to the Non-Defaulting Party, an amount equal to the present value of the economic loss, if any (exclusive of Costs), resulting from the termination of its rights and obligations under this Agreement, determined in a commercially reasonable manner. Factors used in determining economic loss may include reference to information either available to it internally or supplied by one or more third parties, including quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets, market price referent, market prices for a comparable transaction, forward price curves based on economic analysis of the relevant markets, or settlement prices for a comparable transaction at liquid trading platforms, all of which should be calculated for the remaining Delivery Term to determine the present value of the Products; if the Non-Defaulting Party is the Seller, then “Losses” shall exclude any federal or state tax credits, grants, or benefits related to the Facility or generation therefrom.

(iii) “Costs” means, with respect to the Non-Defaulting Party, (A) brokerage fees, commissions and other similar transaction costs and expenses reasonably incurred by the Non-Defaulting Party either in terminating any arrangement pursuant to which it has hedged its obligations or in entering into new arrangements which replace this Agreement, and (B) all reasonable attorneys’ fees and expenses incurred by the Non-Defaulting Party in connection with the termination of this Agreement. Each Party shall use reasonable efforts to mitigate or eliminate its Costs.

(iv) In no event shall a Party’s Gains, Losses or Costs include any penalties or similar charges imposed by any Non-Defaulting Party.

(v) The Present Value Rate shall be used as the discount rate in all present value calculations required to determine Gains, Losses and Costs.

(h) At the time for payment of any amount due under this Section 12.3, each Party shall pay to any other Party, as applicable, all additional amounts, if any, payable by it under this Agreement (including any amounts withheld pursuant to Section 12.3(a)(ii) above).

ARTICLE XIII.
MISCELLANEOUS

Section 13.1 Authorized Representative. Each Party shall designate an authorized representative who shall be authorized to act on its behalf with respect to those matters contained herein (each an “Authorized Representative”), which shall be the functions and responsibilities of such Authorized Representatives. Each Party may also designate an alternate who may act for the Authorized Representative. Within thirty (30) days after execution of this Agreement, each Party shall notify the other Party of the identity of its Authorized Representative, and alternates if designated, and such Party shall promptly notify the other Party of any subsequent changes in such designation. The Authorized Representatives shall have no authority to alter, modify, or delete any of the provisions of this Agreement. To the extent that an Authorized Representative’s contact information is not provided in Appendix E, at the time a Party designates such Authorized Representative, such Party shall concurrently provide written notice to the other Party of such Authorized Representative’s contact information.
Section 13.2 Notices. With the exception of billing invoices pursuant to Section 10.2(a) hereof, all notices, requests, demands, consents, approvals, waivers and other communications which are required under this Agreement shall be (a) in writing (regardless of whether the applicable provision expressly requires in writing), (b) deemed properly sent if delivered in person or sent by facsimile transmission, reliable overnight courier, or sent by registered or certified mail, postage prepaid to the persons specified in Appendix E, and (c) deemed delivered, given and received on the date of delivery, in the case of facsimile transmission, or on the date of receipt or rejection in the case of delivery in person, by reliable overnight courier, or by registered or certified mail. In addition to the foregoing, the Parties may agree in writing at any time to deliver notices, requests, demands, consents, waivers and other communications through alternate methods, such as electronic mail.

Section 13.3 Dispute Resolution.

(a) In the event of any claim, controversy or dispute between the Parties arising out of or relating to or in connection with this Agreement (including any dispute concerning the validity of this Agreement or the scope and interpretation of this Section 13.3) (a “Dispute”), any Party (the “Notifying Party”) may deliver to the other Parties (the “Recipient Party”) notice of the Dispute with a detailed description of the underlying circumstances of such Dispute (a “Dispute Notice”). The Dispute Notice shall include a schedule of the availability of the Notifying Party’s senior officers (having a title of senior vice president (or its equivalent) or higher) duly authorized to settle the Dispute during the thirty (30) day period following the delivery of the Dispute Notice.

(b) The Recipient Party shall, within seven (7) days following receipt of the Dispute Notice, provide to the Notifying Party a parallel schedule of availability of the Recipient Party’s senior officers (having a title of senior vice president (or its equivalent) or higher) duly authorized to settle the Dispute. Following delivery of the respective senior officers’ schedules of availability, the senior officers of the Parties shall meet and confer as often as they deem reasonably necessary during the remainder of the thirty (30) day period in good faith negotiations to resolve the Dispute to the satisfaction of each Party.

(c) In the event a Dispute is not resolved pursuant to the procedures set forth in Section 13.3(a) and Section 13.3(b) by the expiration of the thirty (30) day period set forth in Section 13.3(a), then a Party may pursue any legal remedy available to it in accordance with the provisions of Section 13.12 and Section 13.13 of this Agreement.

(d) In addition to the Dispute Resolution process set forth in this Section 13.3, the Parties shall comply with California law governing claims against public entities and presentment of such claims.

Section 13.4 Further Assurances.

(a) Each Party agrees to execute and deliver all further instruments and documents, and to take all further action not inconsistent with the provisions of this Agreement that may be reasonably necessary to effectuate the purposes and intent of this Agreement.

(b) [Reserved]
Section 13.5 No Dedication of Facilities. Any undertaking by one Party to the other Parties under any provisions of this Agreement shall not constitute the dedication of the Facility or any portion thereof of any Party to the public or to the other Party or any other Person, and it is understood and agreed that any such undertaking by any Party shall cease upon the termination of such Party’s obligations under this Agreement.

Section 13.6 Force Majeure.

(a) A Party shall not be considered to be in Default in the performance of any of its obligations under this Agreement when and to the extent such Party’s performance is prevented by a Force Majeure that, despite the exercise of due diligence, such Party is unable to prevent or mitigate, provided the Party has given a written detailed description of the full particulars of the Force Majeure to the other Party reasonably promptly after becoming aware thereof (and in any event within fourteen (14) days after the initial occurrence of the claimed Force Majeure event) (the “Force Majeure Notice”), which notice shall include information with respect to the nature, cause and date and time of commencement of such event, and the anticipated scope and duration of the delay. The Party providing such Force Majeure Notice shall be excused from fulfilling its obligations under this Agreement until such time as the Force Majeure has ceased to prevent performance or other remedial action is taken, at which time such Party shall promptly notify the other Party of the resumption of its obligations under this Agreement. If Seller is unable to deliver Facility Energy to the Point of Delivery or the Electric Metering Devices are unable to measure Facility Energy due to a Force Majeure, then such Buyer shall have no obligation to pay Seller for Products associated with SB 859 Energy not delivered or measured by reason thereof. Notwithstanding anything to the contrary herein, if (i) Seller fails to satisfy the SB 859 Feedstock Requirements in any given 12 month period or (ii) there is a SB 859 Noncompliance Determination, in either case as a result of an event of Force Majeure, the Buyers shall have no obligation to pay Seller any Contract Price to the extent of the noncompliance. In no event shall any Buyer be obligated to compensate Seller or any other Person for any losses, expenses or liabilities that Seller or such other Person may sustain as a consequence of any Force Majeure.

(b) The term “Force Majeure” means any act of God (including fire, flood, earthquake, extremely severe storm, lightning strike, tornado, volcanic eruption, hurricane or other natural disaster), labor disturbance, strike or lockout of a national scope, act of the public enemy, war, insurrection, riot, explosion, terrorist activities or any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities that (i) prevents one Party from performing any of its obligations under this Agreement, (ii) could not reasonably be anticipated as of the date of this Agreement, (iii) is not within the reasonable control of, or the result of negligence, willful misconduct, breach of contract, intentional act or omission or wrongdoing on the part of the affected Party (or any subcontractor or Affiliate of that Party, or any Person under the control of that Party or any of its subcontractors or Affiliates, or any Person for whose acts such subcontractor or Affiliate is responsible), and (iv) by the exercise of due diligence the affected Party is unable to overcome or avoid or cause to be avoided; provided, nothing in clause (iv) above shall be construed so as to require a Party to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or labor dispute in which it may be involved. Any Party rendered unable to fulfill any of its obligations by reason of a Force Majeure shall exercise due diligence to remove such inability with reasonable dispatch within a reasonable time period and mitigate the effects of the Force Majeure. The relief from
performance shall be of no greater scope and of no longer duration than is required by the Force Majeure. Without limiting the generality of the foregoing, a Force Majeure does not include any of the following: (1) any Change in Law that may affect the value of the Products; (2) events arising from the failure by Seller to operate or maintain the Facility in accordance with this Agreement; (3) any increase of any kind in any cost; (4) delays in or inability of a Party to obtain financing or other economic hardship of any kind; (5) Seller’s ability to sell any Product at a price in excess of those provided in this Agreement; (6) curtailment or other interruption of any Transmission Service; (7) failure of third parties to provide goods or services essential to a Party’s performance; (8) Facility or equipment failure of any kind; (9) any changes in the financial condition of any Buyer, Seller, the Facility Lender, or any subcontractor or supplier affecting the affected Party’s ability to perform its obligations under this Agreement; or (10) Seller’s inability to obtain sufficient fuel or power to operate the Facility.

(c) Any Buyer may withdraw from this Agreement if (i) a Force Majeure event occurs that diminishes the production of the Facility by more than fifty percent (50%) of the SB 859 Capacity for a period of eighteen (18) consecutive months, or (ii) the Facility is damaged and thereby rendered inoperable and an independent engineer that is mutually acceptable to the Parties determines that the Facility cannot be repaired or replaced within a period not to exceed twenty four (24) months following the date of the occurrence of the Force Majeure event.

(d) Any withdrawal from or termination of this Agreement under Section 13.6(c) shall be “no-fault,” and no Party shall have any liability or obligation to any other Parties arising out of such withdrawal or termination. Notwithstanding the foregoing, upon any such withdrawal or termination, as applicable, Seller shall pay each withdrawing or terminating Buyer for any and all amounts hereunder that may be owing, including for any outstanding payments due in the ordinary course that occurred prior to the termination. Each withdrawing or terminating Buyer shall return to Seller its portion of the Performance Security (less any amounts drawn by such Buyer in accordance with this Agreement). The exercise by a Buyer of its right to withdraw from or terminate the Agreement shall not render such withdrawing or terminating Buyer liable for any losses or damages incurred by Seller whatsoever.

Section 13.7 Assignment of Agreement.

(a) Except as set forth in this Section 13.7, no Party may assign any of its rights, or delegate any of its obligations, under this Agreement without the prior written consent of the other Parties, such consent not to be unreasonably withheld. Any Change in Control (whether voluntary or by operation of law) shall be deemed an assignment and shall require the prior written consent of Buyers’ Agent, which consent shall not be unreasonably withheld. Concurrently with any reorganization, financing transaction, or other transactions constituting any Change in Control (whether voluntary or by operation of law) in which Seller merges, consolidates or takes any other action with any Person and ceases to exist, the successor entity to Seller shall execute a written assumption agreement in favor of Buyers pursuant to which any such successor entity shall assume all of the obligations of Seller under this Agreement and agree to be bound by all the terms and conditions of this Agreement. In connection with any Change in Control in which Seller remains party to this Agreement, at Buyers’ request, Seller shall deliver an estoppel certificate to Buyers’ Agent confirming that this Agreement remains in full force and effect. Seller shall (i) use commercially reasonable efforts to provide Buyers’ Agent
with not less than ninety (90) days’ prior written notice, but shall in no event provide less than forty five (45) days’ prior written notice (other than a Change in Control that is involuntary or by operation of law, for which Seller shall provide as much advance notice as possible, but for which no advance notice is required hereunder), of (x) any proposed transaction which would constitute a Change in Control, and (y) Bankruptcy of any Seller Party, and (ii) provide written notice to Buyers’ Agent of any other transaction or series of transactions with respect to the sale, transfer or disposition of Ultimate Parent Entity holding directly or indirectly at least fifty percent (50%) of the equity ownership or the power to control the management and policies of any Upstream Equity Owner.

(b) Any Buyer may assign this Agreement without the consent of Seller or the other Buyers to a Qualified Buyer Assignee. Notwithstanding the foregoing, in connection with any such assignment, such Qualified Buyer Assignee shall execute a written assumption agreement in favor of Seller pursuant to which any such Qualified Buyer Assignee shall assume all the obligations of such Buyer under this Agreement and agree to be bound by all the terms and conditions of this Agreement, thereby relieving the assignor Buyer from its duties and obligations hereunder. Any modifications or amendments to this Agreement to accommodate the technical requirements of such Qualified Buyer Assignee (including as they relate to transmission and scheduling) shall require the consent of Seller, which consent shall not be unreasonably withheld.

(c) Except for a sale or transfer of the Facility by a Facility Lender to a Qualified Transferee as contemplated by Section 13.7(d), Seller shall not sell or transfer the Facility to any Person other than a Person to whom Seller assigns this Agreement in accordance with this Section 13.7(d), without the prior written consent of Buyers. Any purported sale or transfer in violation of this Section 13.7(c) shall be null and void and of no force or effect.

(d) Buyers’ consent shall not be required in connection with the collateral assignment of this Agreement or a pledge of the membership interests in Seller to any Facility Lender for the sole purpose of financing exclusively this Facility; provided, however, that the terms of such financing and the documentation relating thereto shall not conflict with the applicable terms and conditions of this Agreement. Seller shall provide Buyers with ninety (90) days’ prior notice of any such collateral assignment or pledge. If a Facility Lender, any designee of the Facility Lender, or a purchaser or grantee at a foreclosure sale by judicial or nonjudicial foreclosure and sale or by a conveyance in lieu of foreclosure takes possession of or title to the Facility, such Facility Lender, designee, purchaser or grantee shall agree to be bound by the covenants and agreements of Seller in this Agreement; provided, however, that until the Person who acquires title to the Facility executes and delivers to Buyers a written assumption of Seller’s obligations under this Agreement in form and substance acceptable to Buyers, such Person shall not be entitled to any of the benefits of this Agreement. Any sale or transfer of the Facility by any Facility Lender in connection with any foreclosure, whether judicial or nonjudicial, or any deed in lieu of foreclosure, in connection with any deed of trust, mortgage or Lien on the Facility shall be made only to an entity that is a Qualified Transferee. In connection with any financing or refinancing of the Facility, each Buyer shall execute a consent to collateral assignment of this Agreement substantially in the form attached hereto as Appendix H, except that Buyers shall have no obligation to amend the terms and conditions of this Agreement (such consent, the “Facility Lender Consent”).

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(e) Notwithstanding the foregoing or anything else expressed or implied herein to the contrary, Seller shall not assign, transfer, convey, encumber, sell or otherwise dispose of all or any portion of the Products (not including the proceeds thereof) to any Facility Lender.

(f) No Buyer will be liable to any Facility Lender for any claims, losses, expenses or damages whatsoever other than liability a Buyer may have to Seller under this Agreement. Seller shall reimburse, or shall cause the Facility Lender to reimburse, each Buyer for the incremental direct expenses reasonably incurred and documented by such Buyer in the preparation, negotiation, execution or delivery of the Facility Lender Consent and any other documents requested by Seller, the Facility Lender, or any Tax Equity Investor and provided by such Buyer, pursuant to this Agreement.

(g) Seller shall pay Buyers the reasonable costs and expenses incurred by Buyers in connection with any dispositions, assignments or Changes in Control (including reasonable attorneys’ fees and expenses) hereunder pursuant to a transaction or related series of transactions.

Section 13.8 Ambiguity. The Parties acknowledge that this Agreement was jointly prepared by them, by and through their respective legal counsel, and any uncertainty or ambiguity existing herein shall not be interpreted against a Party on the basis that the Party drafted the language, but otherwise shall be interpreted according to the application of the rules on interpretation of contracts.

Section 13.9 Attorney Fees & Costs. Both Parties agree that in any action to enforce the terms of this Agreement that each Party shall be responsible for its own attorney fees and costs. Each of the Parties to this Agreement was represented by its respective legal counsel during the negotiation and execution of this Agreement.

Section 13.10 Voluntary Execution. The Parties acknowledge that they have read and fully understand the content and effect of this Agreement and that the provisions of this Agreement have been reviewed and approved by their respective counsel. The Parties further acknowledge that they have executed this Agreement voluntarily, subject only to the advice of their own counsel, and do not rely on any promise, inducement, representation or warranty that is not expressly stated herein.

Section 13.11 Entire Agreement; Amendments. This Agreement (including all Appendices) contains the entire understanding concerning the subject matter herein and supersedes and replaces any prior negotiations, discussions or agreements between the Parties, or any of them, concerning that subject matter, whether written or oral, except as expressly provided for herein. This is a fully integrated document. Each Party acknowledges that no other party, representative or agent, has made any promise, representation or warranty, express or implied, that is not expressly contained in this Agreement that induced the other Party to sign this document. This Agreement may be amended or modified only by an instrument in writing signed by each Party.

Section 13.12 Governing Law. This Agreement was made and entered into in the County of Los Angeles, California and shall be governed by, interpreted and enforced in accordance with the laws of the State of California, without regard to conflict of law principles.
Section 13.13 Venue. All litigation arising out of, or relating to this Agreement, shall be brought in a state or federal court in the County of Los Angeles in the State of California. The Parties irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of California and waive any defense of forum non conveniens.

Section 13.14 Execution in Counterparts. This Agreement may be executed in counterparts and upon execution by each signatory, each executed counterpart shall have the same force and effect as an original instrument and as if all signatories had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signature thereon, and may be attached to another counterpart of this Agreement identical in form hereto by having attached to it one or more signature pages.

Section 13.15 Effect of Section Headings. Section headings appearing in this Agreement are inserted for convenience only and shall not be construed as interpretations of text.

Section 13.16 Waiver; Available Remedies. The failure of any Party to this Agreement to enforce or insist upon compliance with or strict performance of any of the terms or conditions hereof, or to take advantage of any of its rights hereunder, shall not constitute a waiver or relinquishment of any such terms, conditions or rights, but the same shall be and remain at all times in full force and effect. Except to the extent this Agreement provides an exclusive remedy for a breach, nothing contained herein shall preclude any Party from seeking and obtaining any available remedies hereunder, including recovery of damages caused by the breach of this Agreement and specific performance or injunctive relief, or any other remedy given under this Agreement or now or hereafter existing in law or equity or otherwise as a court of competent jurisdiction may deem just and proper to enforce this Agreement or to prevent any violation hereof. The rights granted herein are cumulative.

Section 13.17 Relationship of the Parties. This Agreement shall not be interpreted to create an association, joint venture or partnership among the Parties hereto or to impose any partnership obligation or liability upon such Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as an agent or representative of, the other Parties.

Section 13.18 Third Party Beneficiaries. Except as otherwise expressly provided in this Agreement, this Agreement shall not be construed to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or any duty, obligation or undertaking established herein.

Section 13.19 Indemnification; Damage or Destruction; Insurance; Condemnation; Limit of Liability.

(a) Indemnification. Seller undertakes and agrees to indemnify and hold harmless each Buyer, SCPPA’s Participating Members, and each Buyer’s respective commissioners, officers, agents, employees, advisors, members, and Authorized Representatives and assigns and successors in interest (collectively, “Indemnitees”) and, at the option of Buyers’ Agent, to defend such Indemnitees from and against any and all suits and causes of action (including
proceedings before FERC, the CEC or any other Governmental Authority), claims, charges, damages, demands, judgments, civil fines and penalties, other monetary remedies, or losses of any kind or nature whatsoever for (i) death, bodily injury or personal injury to any person, including Seller’s employees and agents, or third persons, or damage or destruction to any property of a Party or third persons, in any manner arising by reason of any breach of this Agreement by Seller, any failure of any representation, warranty or guarantee of Seller to be true in all respects, the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement on the part of Seller, or any of Seller’s officers, agents, employees, or subcontractors of any tier, except to the extent caused by the gross negligence or willful misconduct of any such Indemnitee, or (ii) Seller’s breach of any representation, warranty or covenant in this Agreement, including any breach that causes the Facility, the Agreement, or the transactions contemplated hereby to not be SB 859 Compliant at any time during the Agreement Term.

(b) **Damage or Destruction.** Subject to Section 13.6, in the event of any damage or destruction of the Facility or any part thereof, the Facility or such part thereof shall be diligently repaired, replaced or reconstructed by Seller so that the Facility or such part thereof shall be restored to the same general condition and use as existed prior to such damage or destruction, unless a different condition or use is approved by Buyers’ Agent. Proceeds of Insurance with respect to such damage or destruction maintained as provided in this Agreement shall be applied to the payment for such repair, replacement or reconstruction of the damage or destruction.

(c) **Insurance.** Seller shall obtain and maintain the Insurance coverages listed in Appendix D.

(d) **Condemnation or Other Taking.** Throughout the Agreement Term, Seller shall immediately notify Buyers’ Agent of the institution of any proceeding for the condemnation or other taking of the Facility or any portion thereof, including the occurrence of any hearing associated therewith. Buyers’ Agent may participate in any such proceeding and Seller shall deliver to Buyers’ Agent all instruments necessary or required by Buyers’ Agent to permit such participation. Without Buyers’ Agent’s prior written consent, which consent shall not be unreasonably withheld, Seller shall not agree to any compensation or award in connection with such condemnation or taking.

(e) **Limitation of Liability.** EXCEPT FOR LOSSES OR DAMAGE DIRECTLY OR INDIRECTLY INCLUDED IN THE LIQUIDATED DAMAGES, COVERED BY INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT RELATED TO THIRD PARTY CLAIMS, ASSESSED BY GOVERNMENTAL AUTHORITIES AS A RESULT OF THE FACILITY FAILING TO BE SB 859 COMPLIANT, OR OTHER SPECIFIC CHARGES OR DAMAGES EXPRESSLY PROVIDED FOR HEREIN, INCLUDING SB 859 NONCOMPLIANCE REIMBURSEMENTS AND SB 859 NONCOMPLIANCE DAMAGES, IN NO EVENT SHALL EITHER PARTY OR, IN THE CASE OF BUYER, ITS INDEMNITEES, BE LIABLE FOR SPECIAL, INCIDENTAL, EXEMPLARY, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR OTHER COSTS, BUSINESS INTERRUPTION DAMAGES RELATED TO OR ARISING OUT OF A PARTY’S PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED ON OR CLAIMED UNDER STATUTE, CONTRACT, TORT
(INCLUDING SUCH PARTY’S OWN NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY AT LAW OR IN EQUITY. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES OF SUCH DAMAGES, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE JOINT, CONTRIBUTORY, CONCURRENT, OR ACTIVE OR PASSIVE.

(f) To the extent any damages required to be paid hereunder are liquidated, the Parties acknowledge that the damages are difficult or impossible to determine, and that the liquidated damages constitute a reasonable approximation of the anticipated harm or loss.

(g) The obligations of Buyers hereunder are several and not joint, and no Buyer shall be liable for the acts or omissions of any other Buyer. If any Participating Member withdraws from participation in this Agreement, then: (i) neither the other Participating Members nor the other Buyers shall have any obligation to take over the withdrawing Participating Member’s Applicable MW Share; (ii) effective upon such withdrawal, the SB 859 Capacity shall be reduced by the withdrawing Participating Member’s Applicable MW Share; and (iii) each Buyer’s Percentage of SB 859 Capacity shall be adjusted to equal the percentage equivalent of a fraction, the numerator of which is equal to such Buyer’s Applicable MW Share (or, in the case of SCPPA, the sum of the Applicable MW Shares of all remaining Participating Members), and the denominator of which is equal to the SB 859 Capacity, as adjusted by clause (ii) of this Section 13.19(g).

Section 13.20 Severability. In the event any of the terms, covenants or conditions of this Agreement, or the application of any such terms, covenants or conditions, shall be held invalid, illegal or unenforceable by any court having jurisdiction, all other terms, covenants and conditions of this Agreement and their application not adversely affected thereby shall remain in force and effect, provided that the remaining valid and enforceable provisions materially retain the essence of the Parties’ original bargain.

Section 13.21 Confidentiality.

(a) Each Party agrees, and shall use reasonable efforts to cause its parent, subsidiary and Affiliates, and its and their respective directors, officers, employees and representatives, as a condition to receiving confidential information hereunder, to keep confidential, except as required by law, all documents, data (including operating data provided in connection with the scheduling of energy pursuant to Article VII or otherwise pursuant to this Agreement), drawings, studies, projections, plans and other written information that relate to economic benefits to, or amounts payable by, any Party under this Agreement, and with respect to documents that are clearly marked “Confidential” at the time a Party shares such information with the other Party (“Confidential Information”). The provisions of this Section 13.21 shall survive and shall continue to be binding upon the Parties for a period of one (1) year following the date of termination or expiration of this Agreement. Notwithstanding the foregoing, information shall not be considered Confidential Information if such information (i) is disclosed with the prior written consent of the originating Party, (ii) was in the public domain prior to disclosure or is or becomes publicly known or available other than through the action of the receiving Party in violation of this Agreement, (iii) was lawfully in a Party’s possession or acquired by a Party
outside of this Agreement, which acquisition was not known by the receiving Party to be in
breach of any confidentiality obligation, or (iv) is developed independently by a Party based
solely on information that is not considered confidential under this Agreement.

(b) Either Party may, without violating this Section 13.21, disclose matters that are
made confidential by this Agreement:

(i) to its counsel, accountants, auditors, advisors, other professional
consultants, credit rating agencies, actual or prospective, co-owners, investors, purchasers,
lenders, underwriters, contractors, suppliers, and others involved in operation and financing
transactions and arrangements for a Party or its subsidiaries or Affiliates;

(ii) to governmental officials and parties involved in any proceeding in which
a Party is seeking a Permit, certificate, or other regulatory approval or order necessary or
appropriate to carry out this Agreement; and

(iii) to governmental officials or the public as required by any law, regulation,
order, rule, order, ruling or other Requirement of Law, including oral questions, discovery
requests, subpoenas, civil investigations or similar processes and laws or regulations requiring
disclosure of financial information, information material to financial matters, and filing of
financial reports; and

(iv) with respect to SCPPA, to any of its members from time to time, including
in a public distribution of the agenda of SCPPA or any Participating Member.

(c) Notwithstanding the foregoing or any other provision of this Agreement, Seller
acknowledges that each Buyer is subject to disclosure as required by the California Public
Govt. Code §§ 54950 et seq. ("Brown Act"). Confidential Information of Seller provided to any
Buyer pursuant to this Agreement shall become the property of such Buyer, and Seller
acknowledges that such Buyer shall not be in breach of this Agreement or have any liability
whatsoever under this Agreement or otherwise for any claims or causes of action whatsoever
resulting from or arising out of such Buyer copying or releasing to a third party any of the
Confidential Information of Seller pursuant to the CPRA or the Brown Act.

(d) Notwithstanding the foregoing or any other provision of this Agreement, any
Buyer may record, register, deliver and file all such notices, statements, instruments and other
documents as may be necessary or advisable to render fully valid, perfected and enforceable
under all applicable law the credit support contemplated by this Agreement and the Ancillary
Documents, and the rights, Liens and priorities of Buyers with respect to such credit support.

(e) If a Party is requested or required, pursuant to any applicable law, regulation,
order, rule, ruling or other Requirement of Law, discovery request, subpoena, civil investigation
or similar process to disclose any of the Confidential Information, such Party shall provide
prompt written notice to the other Party of such request or requirement so that at such other
Party’s expense, such other Party can seek a timely injunction on disclosure, protective order or
other appropriate remedy concerning such disclosure. If any Buyer receives a CPRA request for
Confidential Information of Seller, and such Buyer determines that such Confidential
Information is subject to disclosure under the CPRA, then such Buyer shall notify the other Buyers and Seller of the request and its intent to disclose the documents. Such Buyer, as required by the CPRA, may release such documents unless Seller timely obtains a court order prohibiting such release. If Seller, at its sole expense, chooses to seek a court order prohibiting the release of Confidential Information pursuant to a CPRA request, then Seller undertakes and agrees to defend, indemnify and hold harmless such Buyer and the Indemnitees from and against all suits, claims, and causes of action brought against such Buyer or any Indemnitees for such Buyer’s refusal to disclose Confidential Information of Seller to any person making a request pursuant to the CPRA. Seller’s indemnity obligations shall include, but are not limited to, all actual costs incurred by such Buyer and any Indemnitees, and specifically including costs of attorneys, experts and consultants, as well as all damages or liability of any nature whatsoever arising out of any suits, claims, and causes of action brought against such Buyer or any Indemnitees, through and including any appellate proceedings. Seller’s obligations to Buyers and all Indemnitees under this indemnification provision shall be due and payable on a Monthly, on-going basis within thirty (30) days after each submission to Seller of Buyers’ invoices for all fees and costs incurred by any Buyer and all Indemnitees, as well as all damages or liability of any nature.

(f) Each Party acknowledges that any disclosure or misappropriation of Confidential Information by such Party in violation of this Agreement could cause the other Party or their Affiliates irreparable harm, the amount of which may be extremely difficult to estimate, thus making any remedy at law or in damages inadequate. Therefore each Party agrees that the non-breaching Party shall have the right to apply to any court of competent jurisdiction for a restraining order or an injunction restraining or enjoining any breach or threatened breach of this Agreement and for any other equitable relief that such non-breaching Party deems appropriate. This right shall be in addition to any other remedy available to the Parties in law or equity, subject to the limitations set forth in Section 13.19(e).

Section 13.22 Mobile-Sierra. The Parties hereby stipulate and agree that this Agreement was entered into as a result of arm’s-length negotiations between the Parties. Further, the Parties believe that, to the extent the sale of the Products under this Agreement is subject to Sections 205 and 206 of the Federal Power Act, 16 U.S.C. Sections 824d and 824e, the rates, terms and conditions of this Agreement are just and reasonable within the meanings of Sections 205 and 206 of the Federal Power Act, and that the rates, terms and conditions of this Agreement will remain so during the Agreement Term. Notwithstanding any provision of this Agreement, the Parties waive all rights to challenge the validity of this Agreement or whether it is just and reasonable for and with respect to the Agreement Term, under Sections 205 and 206 of the Federal Power Act, and to request the FERC to revise the terms and conditions and the rates or services specified in this Agreement, and hereby agree not to seek, nor support any third party in seeking, to prospectively or retroactively revise the rates, terms or conditions of this Agreement through application or complaint to FERC or any other state or federal agency, board, court or tribunal, related in any manner as to whether such rates, terms or conditions are just and reasonable or in the public interest under the Federal Power Act, absent prior written agreement of the Parties. The Parties also agree that, absent prior agreement in writing by the Parties to a proposed change, the standard of review for changes to any rate, charge, classification, term or condition of this Agreement, whether proposed by a Party (to the extent that any provision of this Section is unenforceable or ineffective as to such Party), a non-party or the FERC acting sua

Section 13.23 Taxpayer Identification Number (TIN). Seller declares that its authorized TIN is 93-1240670. No payment will be made under this Agreement without a valid TIN.

Section 13.24 Service Contract. The Parties intend that this Agreement will qualify as a “service contract” as such term is used in Section 7701(e) of the United States Internal Revenue Code of 1986.

Section 13.25 LADWP Business Policies.

(a) Recycling Policy.

(i) SCPPA supports the use of recycled-content products of all types. Recycled-content products help conserve natural resources, including water and energy, and reduce demands upon landfills.

(ii) To the extent feasible, Seller shall submit all written documents on paper with a minimum of thirty percent (30%) post-consumer recycled content. Existing company/corporate letterhead and/or stationery that accompanies these documents is exempt from this requirement. Documents of two (2) or more pages in length shall be duplex-copied (double-sided pages). Neon or fluorescent paper shall not be used in any written documents submitted to Buyers.


(i) During the performance of this Agreement, Seller shall not discriminate in its employment practices against any employee or applicant for employment because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition. All subcontracts awarded by Seller under this Agreement shall contain a similar nondiscrimination provision. The applicable provisions of Executive Order No. 11246 of September 24, 1965; Part 60-741 of 41 Code of Federal Regulations pertaining to handicapped workers, including 60-741.4 Affirmative Action Clause; and Sections 10.8 to 10.13 of the Los Angeles Administrative Code (“LAAC”) pertaining to nondiscrimination in employment in the performance of City of Los Angeles contracts are incorporated herein by reference and made a part hereof as if they were fully set forth herein.

(ii) Any of the above-mentioned nondiscrimination provisions shall be included and effective in all subcontracts for the duration of this Agreement.
(iii) Seller agrees to adhere to the Equal Employment Practices and Affirmative Action provisions set forth in the Los Angeles Administrative Code Sections 10.8.3 and 10.8.4, respectively.

(c) Small Business Enterprise (“SBE”) and Disabled Veteran Business Enterprise (“DVBE”) Opportunity Program.

(i) It is the policy of SCPPA to provide SBEs, DVBEs, Disadvantaged Business Enterprises (“DBEs”), Women Business Enterprises (“WBEs”), Minority Business Enterprises (“MBEs”), Lesbian, Gay, Bisexual, or Transgender Business Enterprise (“LGBTBE’s”), and all Other Business Enterprises (“OBEs”) an equal opportunity to participate in the performance of all SCPPA contracts. SCPPA’s goals for SBE/DVBE participation in performance of its contracts are twenty percent (25%) for SBEs and three percent (3%) for DVBEs. Seller shall assist SCPPA in implementing this policy by taking all commercially reasonable steps to ensure that all available business enterprises, including SBEs and DVBEs, have an equal opportunity to compete for and participate in the work being requested by this Agreement.

(ii) Seller shall notify SCPPA if Seller is a certified SBE, DVBE, DBE, WBE, MBE, or LGBTBE. Seller shall provide to SCPPA (A) the company name, contact person, address, and telephone number of each proposed Subcontractor that qualifies as an SBE, DVBE, DBE, WBE, MBE, or LGBTBE and (B) copies of all certifications of such Subcontractor as an SBE, DVBE, DBE, WBE, MBE, or LGBTBE as applicable.

(d) Child Support Policy. Seller and any of its Subcontractors shall fully comply with all applicable state and federal employment reporting requirements for Seller’s and any Seller’s Subcontractors’ employees. Seller and any of its Subcontractor(s) shall fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with the California Family Code, to the extent applicable. Seller and any of its Subcontractors shall certify that the principal owners thereof (which shall include any person who owns an interest of ten percent (10%) or more) are in compliance with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally. Seller and any of its Subcontractors shall certify that such compliance will be maintained throughout the term of this Agreement. Failure of Seller and/or any of its Subcontractors to fully comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignments or Notices of Assignment or failure of the principal owners to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally shall constitute a Default under this Agreement. Failure of Seller and/or any of its Subcontractors to cure the Default within ninety (90) days of notice of such Default by a Buyer shall subject this Agreement to termination. Seller agrees to complete the forms attached to Appendix G related to the Child Support Policy and any certifications attached thereto.

(e) Current Los Angeles City Business Tax Registration Certificate Required. Seller shall obtain and keep in full force and effect during the term of this Agreement all Business Tax Registration Certificates required by the City of Los Angeles Business Tax Ordinance, Article 1, Chapter II, Section 21.00 and following, of the Los Angeles Municipal Code. Seller’s Vendor Registration Number must be shown on all invoices submitted for
payment. Failure to do so, may delay payment. For additional information regarding applicability of the City Business Tax Registration, contact the City of Los Angeles Clerk’s Office at (213) 978-1521.

(f) **Equal Benefits Ordinance.** Seller agrees to comply with the requirements of the Equal Benefits Ordinance (“EBO”), codified at LAAC §10.8.2.1, and sign any required certifications related to such ordinance. Seller agrees to complete the form attached to Appendix G related to the EBO and any certifications attached thereto.

(g) **Contractor Responsibility Ordinance.** Seller agrees to comply with the requirements of the Contractor Responsibility Ordinance (“CRO”), codified at LAAC §10.40 et seq., and sign any required certifications related to such ordinance. Seller agrees to complete the form attached to Appendix G related to the CRO and any certifications attached thereto.

(h) **Sweat-Free Procurement Ordinance.** Seller agrees to comply with the requirements of the Sweat-Free Procurement Ordinance (“SFPO”), codified at LAAC §10.43 et seq., and sign any required certifications related to such ordinance. Seller agrees to complete the form attached to Appendix G related to the SFPO and any certifications attached thereto. In the case of impracticality in any provisions of the form due to the substitution of Buyers for the City of Los Angeles, Buyers will reasonably accommodate changes and/or substitutions in the requirements of the form as necessary to accomplish the purpose of the SFPO.

(i) **Los Angeles Municipal Lobbying Ordinance.** Seller agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if Seller qualifies as a lobbying entity under Los Angeles Municipal Code Section 48.02.

(j) **Iran Contracting Act of 2010.** Seller agrees to comply with the requirements of the Iran Contracting Act of 2010, codified in the California Public Contracts Code Section 2200 et seq., and sign the “Iran Contracting Act of 2010 Compliance Affidavit” attached to Appendix G.

[Remainder of Page Intentionally Left Blank]
Each Buyer and Seller were represented by legal counsel during the negotiation and execution of this Agreement and the Parties have executed this Agreement as of the dates set forth below, effective as of the Effective Date.

BUYERS:

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: ______________________
Its: President
Date: ____________________

Attest: ____________________
Its: Assistant Secretary

THE CITY OF RIVERSIDE

By: ______________________
Its: City Manager
Date: ____________________

Approved as to legal form:

By: ______________________
Its: Assistant City Attorney

Certified as to availability of funds:

By: ______________________
Its: Chief Financial Officer

SACRAMENTO MUNICIPAL UTILITY DISTRICT

By: ______________________
Its: Chief Grid Strategy & Operations Officer
Date: ____________________
Attest: ____________________

TURLOCK IRRIGATION DISTRICT

By: ______________________
Its: ______________________
Date: ____________________
Attest: ____________________

MODESTO IRRIGATION DISTRICT

By: ______________________
Its: ______________________
Date: ____________________
Attest: ____________________
SELLER:

ROSEBURG FOREST PRODUCTS CO.

By: ______________________________
It's: ____________________________
Date: ____________________________
APPENDIX A-1
TO SB 859 PURCHASE AGREEMENT,
DATED AS OF _________________
BETWEEN BUYERS
AND
ROSEBURG FOREST PRODUCTS CO.

FACILITY, PERMITS AND OPERATOR

1. Name of Facility: Weed Cogeneration Plant
2. Owner: Roseburg Forest Products Co.
3. Type of Facility: Biomass
4. SB 859 Capacity: 11 MW
5. Site address: 98 Mill Street, Weed, CA 96094
7. Permits:
   c. NPDES Storm Water Discharge Permit, Order NPDES No. CAS000001, Order 2014-0057-DWQ, effective 7/1/2015.
APPENDIX A-2
TO SB 859 PURCHASE AGREEMENT,
DATED AS OF _________________
BETWEEN BUYERS
AND
ROSEBURG FOREST PRODUCTS CO.

MAP OF THE FACILITY
APPENDIX A-3
TO SB 859 PURCHASE AGREEMENT,
DATED AS OF _______________
BETWEEN BUYERS
AND
ROSEBURG FOREST PRODUCTS CO.
IDENTIFYING THE POINT OF DELIVERY
APPENDIX B
TO SB 859 PURCHASE AGREEMENT,
DATED AS OF ________________
BETWEEN BUYERS
AND
ROSEBURG FOREST PRODUCTS CO.

FORM OF MONTHLY FEEDSTOCK REPORT

Section 1: Biomass Facility Information

<table>
<thead>
<tr>
<th>Facility Name</th>
<th>Weed Cogeneration Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facility Address:</td>
<td>98 Mill St, Weed, CA 96094</td>
</tr>
<tr>
<td>Facility Contact Name:</td>
<td>Paul Hamann, Plant Manager</td>
</tr>
<tr>
<td>Facility Phone #:</td>
<td>(530) 938-2721</td>
</tr>
<tr>
<td>Contract Year:</td>
<td></td>
</tr>
<tr>
<td>Reporting Month:</td>
<td></td>
</tr>
<tr>
<td>Facility Owner:</td>
<td>Roseburg Forest Products Co.</td>
</tr>
<tr>
<td>Facility Owner Address:</td>
<td>3660 Gateway St Springfield, OR 97477</td>
</tr>
</tbody>
</table>

Section 2: Reporting Month Facility Energy, Required SB 859 Energy Quantity

<table>
<thead>
<tr>
<th>Energy Category (MWh)</th>
<th>Reporting Month MWh</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facility Energy</td>
<td></td>
</tr>
<tr>
<td>Required SB 859 Energy Quantity *</td>
<td></td>
</tr>
</tbody>
</table>

* Reporting Month Facility Energy x SB 859 Capacity Ratio

Section 3: Reporting Month SB 859 Feedstock use, SB 859 Energy generated, SB 859 Feedstock inventory

<table>
<thead>
<tr>
<th>Reporting Month Item (Green Tons ² or as indicated)</th>
<th>Reporting Month Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Required SB 859 Energy Quantity (MWh)</td>
<td></td>
</tr>
<tr>
<td>Conversion Rate (Green Tons / MWh)²</td>
<td>1.63</td>
</tr>
<tr>
<td>(a) SB 859 Feedstock Benchmark³</td>
<td></td>
</tr>
<tr>
<td>(b) Sustainable ⁴ and HHZ ⁵ feedstock used</td>
<td></td>
</tr>
<tr>
<td>(c) Sustainable not HHZ feedstock used</td>
<td></td>
</tr>
<tr>
<td>(d) HHZ not Sustainable feedstock used</td>
<td></td>
</tr>
<tr>
<td>SB 859 Energy generated (MWh) ⁶</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Reporting Month SB 859 Feedstock (Green Tons)</th>
<th>Previous Month Ending Inventory</th>
<th>Reporting Month Feedstock Received</th>
<th>Reporting Month Feedstock Used</th>
<th>Reporting Month Ending Inventory</th>
</tr>
</thead>
<tbody>
<tr>
<td>(b) Sustainable and HHZ</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c) Sustainable not HHZ</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(d) HHZ not Sustainable</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Section 4: Contract Year to Date (CtYTD) Required SB 859 Energy Quantity, SB 859 Feedstock use, SB 859 Energy generated

<table>
<thead>
<tr>
<th>CtYTD Item</th>
<th>Prior Month CtYTD</th>
<th>Reporting Month</th>
<th>CtYTD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Required SB 859 Energy Quantity (MWh)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a) SB 859 Feedstock Benchmark(^3)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) Sustainable and HHZ feedstock used</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c) Sustainable not HHZ feedstock used</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(d) HHZ not Sustainable feedstock used</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CtYTD % Sustainable feedstock used (\frac{(b + c)}{a} \times 100)</td>
<td>XX</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CtYTD % HHZ feedstock used (\frac{(b + d)}{a} \times 100)</td>
<td>XX</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CtYTD SB 859 Energy generated (MWh) (^3)</td>
<td>XX</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Section 5: Compliance Attestation

The Facility is SB 859 Compliant and is expected to remain SB 859 Compliant throughout the current Contract Year: \(\text{Y/N}^7\)

Seller expects to deliver Products associated with SB 859 Energy in an amount equal to the Required SB 859 Energy Quantity during the current Contract Year considered as a whole: \(\text{Y/N}^7\)

### Section 6: Remarks

Appendix B page 2
Notes

1 Green Tons as measured on scales certified by the State of California.

2 “Conversion Rate” means the Green Tons/MWh ratio, which shall be equal to 1.63 as of the Effective Date, based on the California Air Resources Board (“CARB”) verified Mandatory GHG Emissions Report for the Facility (“GHG Report”) dated June 28, 2019. Calculation of this Conversion Rate is based on biomass fuel use reported in the GHG Report, and related biomass fuel use parameters and calculations that are the subject of the CARB GHG Report verification process. The Conversion Rate shall be adjusted approximately annually by Seller in good faith following CARB verification of each subsequent GHG Report. The Conversion Rate so adjusted shall be used in the Monthly Feedstock Reports beginning one month following CARB verification of each subsequent GHG Report. In this way, the Conversion Rate will be adjusted approximately annually through the Term, consistent with CARB verification. Seller shall provide Buyers a copy of each CARB-verified GHG Report in conjunction with each Conversion Rate adjustment.

3 “SB 859 Feedstock Benchmark” means the amount of feedstock meeting the SB 859 Feedstock Requirements in the Agreement that would be needed to generate the Required SB 859 Energy Quantity for the applicable period, as calculated by multiplying the Required SB 859 Energy Quantity for the period by the Conversion Rate.

4 “Sustainable” or “Sustainability” means the feedstock meets the Sustainable Forest Management Requirement as set out in the Agreement.

5 “HHZ” means the feedstock meets the High Hazard Fuel Requirement as set out in the Agreement.

6 SB 859 Energy in a period is equal to the quantity of Facility Energy that is generated using feedstock complying with the SB 859 Feedstock Requirements. For example, if 80% of the feedstock used during a period meets the Sustainable Forest Management Requirement (corresponding to 100% of the Sustainable Forest Management Requirement that period), but only 50% of the feedstock used during that same period meets the High Hazard Fuel Requirement (corresponding to 50%/60% or 83% of the High Hazard Fuel Requirement that period), then only 83% of the Facility Energy generated can be considered SB 859 Energy. If only 60% of the feedstock used meets the Sustainable Forest Management Requirement (corresponding to 75% of the Sustainable Forest Management Requirement that period) while 50% meets the High Hazard Fuel Requirement, then only 75% (the lesser of 83% or 75%) of the Facility Energy so generated may be considered SB 859 Energy.

7 Seller to clarify in Section 6 any “No” responses provided in Section 5.
APPENDIX C
TO SB 859 PURCHASE AGREEMENT,
DATED AS OF _______________
BETWEEN BUYERS
AND
ROSEBURG FOREST PRODUCTS CO.

FORM OF LETTER OF CREDIT

IRREVOCABLE, UNCONDITIONAL, AND CLEAN STANDBY LETTER OF CREDIT
NO. ___________

Applicant:
[___________]

Beneficiary:
[INSERT]

Amount:
Expiration Date:
Expiration Place:

Ladies and Gentlemen:

We hereby issue our Irrevocable, Unconditional and Clean Standby Letter of Credit in favor of
the beneficiary by order and for the account of the applicant which is available at sight for USD
$XX,XXX,XXX by sight payment upon presentation to us at our office at [bank’s address], of: (i) your written demand for payment containing the text of Exhibit I, (ii) your signed statement containing the text of Exhibit II and, (iii) the original of this Letter of Credit and all amendments (or photocopy of the original for partial drawings) (the “Documents”). Drawings may be presented via fax to ______. If you present a fax drawing under this letter of credit, you do not need to present the original of any drawing documents, and if we receive any such original drawing, the drawing documents will not be examined by us. In the event of a full or final drawing, the original Letter of Credit and documents are to be sent via overnight courier to our address indicated above.

A presentation under this Letter of Credit may be made only on a day, and during hours, in which such office is open for business, and payments can be effected via wire transfer (a “Business Day”). Partial drawing of funds shall be permitted under this Letter of Credit, and this

__________

1 Note to Issuer: The Letter of Credit must be payable in U.S. dollars within the continental U.S.
Note to Seller: Bank to have office for presentment in California to allow for in person presentment by Buyers
Letter of Credit shall remain in full force and effect with respect to any continuing balance; provided that the Available Amount shall be reduced by the amount of each such drawing.

Upon presentation to us of your Documents in conformity with the foregoing, we will, on the third (3rd) succeeding Business Day after such presentation, irrevocably and without reserve or condition except as otherwise stated herein, make payment hereunder in the amount set forth in the demand. Payment shall be made to your order by deposit to your account at the bank designated by you in the demand in immediately available funds. We agree that if, on the Expiration Date, the office specified above is not open for business by virtue of an interruption of the nature described in the “Uniform Customs and Practices for Documentary Credits,” (2007 Revision) of the International Chamber of Commerce Publication No. 600 (the “Uniform Customs”) Article 36, this Letter of Credit will be duly honored if the specified Documents are presented by you within thirty (30) days after such office is reopened for business.

Provided that the presentation on this Letter of Credit is made on or prior to the Expiration Date and the applicable Documents as set forth above conform to the requirements of this Letter of Credit, payment hereunder shall be made regardless of: (a) any written or oral direction, request, notice or other communication now or hereafter received by us from the Applicant or any other person except you, including without limitation any communication regarding fraud, forgery, lack of authority or other defect not apparent on the face of the documents presented by you, but excluding solely a written order issued by a court of competent jurisdiction, which order is legally binding upon us and specifically orders us not to make such payment; (b) the solvency, existence or condition, financial or other, of the Applicant or any other person or property from whom or which we may be entitled to reimbursement for such payment; and (c) without limiting clause (b) above, whether we are in receipt of or expect to receive funds or other property as reimbursement in whole or in part for such payment. We agree that we will not take any action to cause the issuance of an order described in clause (a) of the preceding sentence.

We agree that the time set forth herein for payment of any demand(s) for payment is sufficient to enable us to examine such demand(s) and the related Documents(s) referred to above with care so as to ascertain that on their face they appear to comply with the terms of this credit and that if such demand(s) and Document(s) on their face appear to so comply, failure to make any such payment within such time shall constitute dishonor of such demand(s).

This Letter of Credit shall terminate upon the earliest to occur of (i) our receipt of a notice in the form of Exhibit IV hereto signed by an authorized officer of Beneficiary, accompanied by this Letter of Credit for cancellation, (ii) our close of business at our aforesaid office on the Expiration Date, or if the Expiration Date is not a Business Day, then on the next Business Day.

It is a condition of this Letter of Credit that it shall be deemed automatically extended without amendment for one (1) year from the Expiration Date, or any future expiration date, unless at least forty (40) calendar days prior to the Expiration Date (or any future expiration date), we send you notice by registered mail, return receipt requested or overnight courier at your address herein stated, or such other address of which you notify us in advance in writing, that we elect not to consider this Letter of Credit extended for any such additional period.
We may, in our sole discretion, increase or decrease the stated amount of this Letter of Credit, and the Expiration Date may be extended, by an amendment to this Letter of Credit in the form of Exhibit III signed by us. Any such amendment for decrease shall become effective only upon acceptance by your signature on a hard copy amendment.

You shall not be bound by any written or oral agreement of any type between us and the Applicant or any other person relating to this credit, whether now or hereafter existing.

We hereby engage with you that your demand(s) for payment in conformity with the terms of this Letter of Credit will be duly honored as set forth above. All fees and other costs associated with the issuance of and any drawing(s) against this Letter of Credit shall be for the account of the Applicant. All of the rights of the Beneficiary set forth above shall inure to the benefit of your successors by operation of law. In this connection, in the event of a drawing made by a party other than the Beneficiary, such drawing must be accompanied by the following signed certification and copy of document proving such successorship:

“The undersigned does hereby certify that [drawer] is the successor by operation of law to [the SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY][the SACRAMENTO MUNICIPAL UTILITY DISTRICT][the MODESTO IRRIGATION DISTRICT][the CITY OF RIVERSIDE][the TURLOCK IRRIGATION DISTRICT], as beneficiary named in [name of bank] Letter of Credit No. __________.”

Except so far as otherwise expressly stated herein, this Letter of Credit is subject to the Uniform Customs. As to matters not governed by the Uniform Customs, this Letter of Credit shall be governed by and construed in accordance with the laws of the State of California. Any litigation arising out of, or relating to this Letter of Credit, shall be brought in a State or Federal court in the County of [___________] in the State of California. The Parties irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of California and waive any defense of forum non conveniens.

This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein, except for Exhibit I, II, III and IV hereto and the notices referred to herein; and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement except as otherwise provided in this paragraph.

Communications with respect to this Letter of Credit shall be in writing and shall be addressed to us at the address referred to above, and shall specifically refer to this Letter of Credit no. _____.

Appendix C page 3
In the event of a failure by us to honor the terms and conditions of this Letter of Credit, we agree to be responsible for reasonable attorneys’ fees incurred by you in any action brought to enforce our obligations hereunder.

Yours faithfully,

(name of issuing bank)

By ________________________________
Name ______________________________
Title ______________________________

Appendix C page 4
EXHIBIT I

DEMAND FOR PAYMENT

Re: Irrevocable, Unconditional and Clean Standby Letter of Credit

No. _______________ Dated ___________, 20__

[Insert Bank Address]

To Whom It May Concern:

Demand is hereby made upon you for payment to us of $___________ by deposit to account no. __________ at [insert name of bank]. This demand is made under, and is subject to and governed by, your Irrevocable, Unconditional and Clean Standby Letter of Credit no. __________ dated __________, 20__ in the amount of $__________ established by you in our favor for the account of ____________________ as the Applicant.

DATED: ____________________, 20__.

[__________________________]

By____________________________________

Title____________________________________

Appendix C page 5
Exhibit II

Statement

Re: Your Irrevocable, Unconditional and Clean Standby Letter of Credit

No. ___________ Dated ________, 20__

[Insert Bank Address]

To Whom It May Concern:

Reference is made to your Irrevocable, Unconditional and Clean Standby Letter of Credit no. ___________, dated __________, 20____ in the amount of $_________________ established by you in our favor for the account of ________________________, as the Applicant.

We hereby certify to you that $________________ is due, owing and unpaid to us by the Applicant in that certain [DESCRIBE AGREEMENT].

DATED: ____________________, 20__.

[__________________________]

By _______________________________________

Title______________________________
EXHIBIT III

AMENDMENT

Re: Irrevocable, Unconditional and Clean Documentary Letter of Credit
No. ________________ Dated ________________, 20__

Beneficiary: Southern California Public Power Authority
225 S. Lake Avenue, Suite 1250
Pasadena, CA 91101

Applicant:

To Whom It May Concern:

The above referenced Irrevocable, Unconditional and Clean Standby Letter of Credit is hereby amended as follows: by [increasing][decreasing] the stated amount by $ ______________ to a new stated amount of $ ______________ [and][by extending the expiration date to ______________ from ______________]. All other terms and conditions of the Letter of Credit remain unchanged.

This amendment is effective only when accepted by [the SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY][the SACRAMENTO MUNICIPAL UTILITY DISTRICT][the MODESTO IRRIGATION DISTRICT][the CITY OF RIVERSIDE][the TURLOCK IRRIGATION DISTRICT], which acceptance may only be valid by a signature of an authorized representative.

Dated: _______________________

Yours faithfully,

(name of issuing bank)

By __________________________
Title _________________________

ACCEPTED

[__________________________]

By __________________________
Title _________________________
Date _________________________
EXHIBIT IV

SURRENDER

Re: Your Irrevocable, Unconditional and Clean Standby Letter of Credit

No. _______________ Dated ________, 20__

[Insert Bank Address]

Notice of Surrender of Letter of Credit

Date: ________________________

Attention: Letter of Credit Department

Ladies and Gentlemen:

We refer to your above-mentioned Irrevocable, Unconditional and Clean Standby Letter of Credit (the “Letter of Credit”). The undersigned, an authorized signer of [the SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY][the SACRAMENTO MUNICIPAL UTILITY DISTRICT][the MODESTO IRRIGATION DISTRICT][the CITY OF RIVERSIDE][the TURLOCK IRRIGATION DISTRICT], hereby surrenders this Letter of Credit to you for cancellation as of the date set forth above. No payment is demanded of you under this Letter of Credit in connection with this surrender.

Very truly yours,

[__________________________]

By ______________________________________
Title _________________________________
APPENDIX D
TO SB 859 PURCHASE AGREEMENT,
DATED AS OF _________________
BETWEEN BUYERS
AND
ROSEBURG FOREST PRODUCTS CO.

INSURANCE

I. GENERAL REQUIREMENTS

As a condition to the Effective Date, Seller shall furnish Buyers’ Agent evidence of coverage from insurers acceptable to Buyers’ Agent and in a form acceptable to the risk management section of the project manager for each Buyer or acceptable to Buyers’ Agent for this purpose. Such insurance shall be maintained by Seller at Seller’s sole cost and expense throughout the Agreement Term.

Such insurance shall not limit or qualify the liabilities and obligations of Seller assumed under this Agreement. Buyers shall not by reason of its inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies.

Any insurance carried by any Buyer which may be applicable shall be deemed to be excess insurance and Seller’s insurance is primary for purposes under this Agreement despite any conflicting provision in Seller’s policies to the contrary.

Such insurance shall not be canceled or reduced in coverage or amount without first giving thirty (30) days’ prior notice thereof (ten (10) days for non-payment of premium) by pre-paid first-class mail to Buyers’ Agent: Executive Director, Southern California Public Power Authority, 1160 Nicole Court, Glendora, CA 91740.

Should any portion of the required insurance be on a “Claims Made” policy, Seller shall, at the policy expiration date following completion of work, provide evidence that the “Claims Made” policy has been renewed or replaced with the same limits, terms and conditions of the expiring policy, or that an extended discovery period has been purchased on the expiring policy at least for the contract under which the work was performed.
II. SPECIFIC COVERAGES REQUIRED

A. Commercial Automobile Liability

Seller shall provide Commercial Automobile Liability insurance which shall include coverages for liability arising out of the use of owned (if applicable), non-owned, and hired vehicles for performance of the work by Seller or its officers, agents, or employees, as required, to be licensed under the California or any other applicable state vehicle code. The Commercial Automobile Liability insurance shall have not less than $1,000,000.00 combined single limit per occurrence and shall apply to all operations of Seller.

The Commercial Automobile Liability policy shall include each Buyer, its members, and their officers, agents, and employees while acting within the scope of their employment, as additional insureds with Seller, and shall insure against liability for death, bodily injury, or property damage resulting from the performance of this Agreement by Seller or its officers, agents, or employees. The evidence of insurance shall be a form acceptable to Buyer’s risk management agent.

B. Commercial General Liability

Seller shall provide Commercial General Liability insurance with Independent Contractors, Broad Form Property Damage, Premises and Operations, Products and Completed Operations, fire, Legal Liability and Personal Injury coverages included and a Contractual Liability Endorsement. Such insurance shall provide coverage for total limits actually arranged by Seller, but not less than $10,000,000.00 combined single limit per occurrence. Should the policy have an aggregate limit, such aggregate limits should not be less than double the Combined Single Limit. Umbrella or Excess Liability coverages may be used to supplement primary coverages to meet the required limits. Evidence of such coverage shall be in a form acceptable to each Buyer’s risk management agent, and shall provide for the following:

1. Include each Buyer and its officers, agents, and employees as additional insureds with the Named Insured for the activities and operations of Seller and its officers, agents, or employees under this Agreement.

2. Severability-of-Interest or Cross-Liability Clause such as: “The policy to which this endorsement is attached shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the company’s liability.”

3. A description of the coverages included under the policy.

C. Excess Liability

Seller may use an Umbrella or Excess Liability Coverage to meet coverage limits specified in this Agreement. Seller shall require the carrier for Excess Liability to properly schedule and to identify the underlying policies on an endorsement to the policy.
acceptable to each Buyer’s risk management agent. Such policy shall include, as appropriate, coverage for Commercial General Liability, Commercial Automobile Liability, Employer’s Liability, or other applicable insurance coverages.

D. Workers’ Compensation/Employer’s Liability Insurance

Seller shall provide Workers’ Compensation insurance covering all of Seller’s employees in accordance with the laws of any state in which the work is to be performed and including Employer’s Liability insurance and a Waiver of Subrogation in favor of each Buyer. The limit for Employer’s Liability coverage shall be not less than $1,000,000.00 each accident and shall be a separate policy if not included with Workers’ Compensation coverage. Evidence of such insurance shall be a form of Buyer Special Endorsement of insurance or on an endorsement to the policy acceptable to Buyer’s risk management agent. Workers’ Compensation/Employer’s Liability exposure may be self-insured provided that Buyers’ Agent is furnished with a copy of the certificate issued by the state authorizing Seller to self-insure. Seller shall notify Buyers’ Agent by receipted delivery as soon as possible of the state withdrawing authority to self-insure.
APPENDIX E
TO SB 859 PURCHASE AGREEMENT, 
DATED AS OF _________________
BETWEEN BUYERS 
AND 
ROSEBURG FOREST PRODUCTS CO.

AUTHORIZED REPRESENTATIVES: 
BUYERS AND SELLER BILLING, NOTIFICATION AND 
SCHEDULING CONTACT INFORMATION

1. Authorized Representative. The initial Authorized Representatives of Buyers and Seller pursuant to Section 13.1 are as follows:

If to Buyers:

Southern California Public Power Authority
1160 Nicole Court
Glendora, CA 91740
Attention: Executive Director
Telephone: (626) 793-9364
Facsimile: (626) 704-9461
Email: mwebster@scppa.org

Sacramento Municipal Utility District
P.O. Box 15830
Sacramento, CA 95852-1830
Attention: Power Contracts Administration
Telephone: (916) 732-6244
Facsimile: (916) 732-6002
Email: PowerContractsAdmin@smud.org

Modesto Irrigation District
Street: 1231 11th Street
City: Modesto, CA 95354
Attention: Power Scheduling Supervisor
Telephone: 209-557-1544
Facsimile: 209-557-1590
Email: amyb@mid.org

City of Riverside
3435 14th Street
Riverside, CA 92501
Attention: Public Utilities Department, Utilities Power Resource Manager, Contracts and Projects
Telephone: 951-826-8505
Facsimile: 951-715-3563

Appendix E-1
2. **Billings.** Billings and payments pursuant to Article X and Appendix A shall be transmitted to the following addresses:

2.1 **If Billing to Buyers:**

Southern California Public Power Authority  
1160 Nicole Court  

Appendix E-2
Glendora, CA 91740  
Attention: Accounts Payable  
Telephone: (626) 793-9364  
Facsimile: (626) 704-9461  
Email: projectinvoices@scppa.org

Sacramento Municipal Utility District  
P.O. Box 15830  
Sacramento, CA 95852-1830  
Attention: Power Contracts Administration  
Telephone: (916) 732-6244  
Facsimile: (916) 732-6002  
Email: PowerContractsAdmin@smud.org

Modesto Irrigation District  
1231 11th Street  
Modesto, CA 95354  
Attention: Power Scheduling  
Telephone: 209-557-1544  
Facsimile: 209-557-1590  
Email: atf@mid.org

City of Riverside  
3435 Fourteenth Street  
Riverside, CA 92501  
Attention: Public Utilities Department, Power Settlements  
Telephone: 951-826-8515/8516  
Facsimile: 951-715-3563  
Email: Settlements@riversideca.gov

Turlock Irrigation District  
If via USPS:  
    Turlock Irrigation District  
    P.O. Box 949  
    Turlock, CA 95381-0949  
    Attention: Energy Strategy Dept.  
If via non-USPS:  
    Turlock Irrigation District  
    333 East Canal Drive  
    Turlock, CA 95380  
    Attention: Energy Strategy Dept.  
Telephone: (209) 883-8387  
Facsimile: (209) 656-2147  
Email: tid_settlements@tid.org and lhbucheli@tid.org

Appendix E-3
2.2 If Payment to Buyers:

Southern California Public Power Authority
1160 Nicole Court
Glendora, CA 91740
Attention: Accounts Payable
Telephone: (626) 793-9364
Facsimile: (626) 704-9461
Email: projectinvoices@scppa.org

Sacramento Municipal Utility District
P.O. Box 15830
Sacramento, CA 95852-1830
Attention: Power Contracts Administration
Telephone: (916) 732-6244
Facsimile: (916) 732-6002
Email: PowerContractsAdmin@smud.org

Modesto Irrigation District
1231 11th Street
Modesto, CA 95354
Attention: Accounts Payable
Telephone: 209-526-7489 or 209-526-7479
Facsimile: 209-526-7574
Reconciliation Email: atf@mid.org
Payment Email: accounting@mid.org

City of Riverside
3435 Fourteenth Street
Riverside, CA 92501
Attention: Public Utilities Department, Power Settlements
Telephone: 951-826-8515/8516
Facsimile: 951-715-3563
Email: Settlements@riversideca.gov
2.3 If Payment or Billing to Seller:

Roseburg Forest Products
98 Mill Street
Weed, CA 96094
Attention: Controller
Telephone: 530-938-5728
Facsimile: 530-938-2678
Email: Jenniferh@rfpco.com

3. **Notices.** Unless otherwise specified by Buyers’ Agent all notices:

If to Buyers:

Southern California Public Power Authority
c/o Executive Director
1160 Nicole Court
Glendora, CA 91740
Telephone: 626-793-9364
Facsimile: 626-793-9461
Email: rkrager@scppa.org, kellis@scppa.org, mwebster@scppa.org

If to Seller:

Roseburg Forest Products
3660 Gateway Street
Springfield, OR 97477
Attention: Stuart W. Gray, SVP, General Counsel & Secretary
Telephone: 541-658-6262
Cell: 541-214-6017
Facsimile: 541.658.6401
Email: stuartg@rfpco.com

Roseburg Forest Products
98 Mill Street
Weed, CA 96094
Attention: Controller
Telephone: 530-938-5728
Facsimile: 530-938-2678
Email: Jenniferh@rfpco.com

6. **Buyers’ Agent.** Buyers’ Agent is:

   Southern California Public Power Authority
c/o Executive Director
1160 Nicole Court
Glendora, CA 91740
Telephone: 626-793-9364
Facsimile: 626-793-9461
Email: rkrager@scppa.org, kellis@scppa.org, mwebster@scppa.org
APPENDIX F
TO SB 859 PURCHASE AGREEMENT,
DATED AS OF _________________
BETWEEN BUYERS
AND
ROSEBURG FOREST PRODUCTS CO.

PERCENTAGE OF SB 859 CAPACITY;
APPLICABLE MW SHARE

Percentage of SB 859 Capacity

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Capacity (MW)</th>
<th>Percentage of SB 859 Capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td>SCPPA</td>
<td>6.8277 MW</td>
<td>62.07%</td>
</tr>
<tr>
<td>SMUD</td>
<td>2.5795 MW</td>
<td>23.45%</td>
</tr>
<tr>
<td>MID</td>
<td>0.6072 MW</td>
<td>5.52%</td>
</tr>
<tr>
<td>Riverside</td>
<td>0.4928 MW</td>
<td>4.48%</td>
</tr>
<tr>
<td>TID</td>
<td>0.4928 MW</td>
<td>4.48%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>11 MW</strong></td>
<td><strong>100.00%</strong></td>
</tr>
</tbody>
</table>

Applicable MW Share

<table>
<thead>
<tr>
<th></th>
<th>Capacity (MW)</th>
<th>% of Total Capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Anaheim</td>
<td>0.4928 MW</td>
<td>4.48%</td>
</tr>
<tr>
<td>Imperial Irrigation District</td>
<td>0.9108 MW</td>
<td>8.28%</td>
</tr>
<tr>
<td>LADWP</td>
<td>5.4241 MW</td>
<td>49.31%</td>
</tr>
<tr>
<td>SMUD</td>
<td>2.5795 MW</td>
<td>23.45%</td>
</tr>
<tr>
<td>MID</td>
<td>0.6072 MW</td>
<td>5.52%</td>
</tr>
<tr>
<td>Riverside</td>
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</tr>
<tr>
<td>TID</td>
<td>0.4928 MW</td>
<td>4.48%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>11 MW</strong></td>
<td><strong>100.00%</strong></td>
</tr>
</tbody>
</table>
APPENDIX G
TO SB 859 PURCHASE AGREEMENT,
DATED AS OF _________________
BETWEEN BUYERS
AND
ROSEBURG FOREST PRODUCTS CO.

BUSINESS POLICY FORMS

See attached.

City of Los Angeles
Department of Water and Power

CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

This document must be returned with the Proposal/Bid Response

The Undersigned hereby agrees that_________________________________________ will:

Name of Business

1. Fully comply with all applicable State and Federal employment reporting requirements for its employees.

2. Fully comply with and implement all lawfully served Wages and Earnings Assignment Orders and Notices of Assignment.

3. Certify that the principal owner(s) of the business are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally. “Principal owner” means any person who owns an interest of 10 percent or more of the business or of a subcontractor assigned to City work. If there are no principal owners, please so indicate with an X here:_________(no principal owners)

4. Certify that the business will maintain compliance with Child Support Obligations Ordinance provisions.

I declare under penalty of perjury that the foregoing is true and was executed at:
Please check if company has already submitted to DWP certification relative to Child Support Obligations Ordinance.

<table>
<thead>
<tr>
<th>Name of Business</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature of Authorized Officer or Representative</td>
<td>Print Name</td>
</tr>
<tr>
<td>Title</td>
<td>Telephone Number</td>
</tr>
</tbody>
</table>
EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT

Prime contractors must certify compliance with Los Angeles Administrative Code (LAAC) Section 10.8.2.1 et seq. prior to the execution of a City agreement subject to the Equal Benefits Ordinance (EBO).

SECTION 1. CONTACT INFORMATION

Company Name: _______________________________________________________________________

Company Address: _____________________________________________________________________

City: ______________________________________  State: ____________  Zip: ____________________

Contact Person: _____________________   Phone:  _______________  E-mail: _____________________

Approximate Number of Employees in the United States: _____________________________________

Approximate Number of Employees in the City of Los Angeles: _______________________________

SECTION 2. EBO REQUIREMENTS

The EBO requires City Contractors who provide benefits to employees with spouses to provide the same benefits to employees with domestic partners. Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

Unless otherwise exempt, the contractor is subject to and shall comply with the EBO as follows:

A. The contractor’s operations located within the City limits, regardless of whether there are employees at those locations performing work on the City Contract; and

B. The contractor’s operations located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the contractor’s presence at or on the property is connected to a Contract with the City; and

C. The Contractor’s employees located elsewhere in the United States, but outside of the City Limits, if those employees are performing work on the City Contract.

A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment:

“During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners.”
SECTION 3.  COMPLIANCE OPTIONS

I have read and understand the provisions of the Equal Benefits Ordinance and have determined that this company will comply as indicated below:

☐ …… I have no employees.

☐ …… I provide no benefits.

☐ …… I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.

☐ …… I provide equal benefits as required by the City of Los Angeles EBO.

☐ …… I provide employees with a “Cash Equivalent.” Note: The “Cash Equivalent” is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa.

☐ …… All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA.

☐ …… Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins on (Date) ________________________.

☐ …… Our current company policies, i.e., family leave, bereavement leave, etc., do not comply with the provisions of the EBO. However, I will make the necessary modifications within three (3) months from the date of this affidavit.

SECTION 4.  DECLARATION UNDER PENALTY OF PERJURY

I understand that I am required to permit the City of Los Angeles access to and upon request, must provide certified copies of all company records pertaining to benefits, policies and practices for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance. I will notify the City’s Designated Administrative Agency if any changes are made that will affect our compliance with the Equal Benefits Ordinance. Furthermore, I understand that failure to comply with LAAC Section 10.8.2.1 et seq., Equal Benefits Ordinance may be deemed a material breach of any City contract by the Awarding Authority. The Awarding Authority may cancel, terminate or suspend in whole or in part, the contract; monies due or to become due under a contract may be retained by the City until compliance is achieved. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply with the Equal Benefits Ordinance as evidence against the Contractor in actions taken pursuant to the provisions of the LAAC Section 10.40, et seq., Contractor Responsibility Ordinance.

_________________________________ ______________________________
Company Name   Mailing Address

as indicated above prior to executing a contract with the City of Los Angeles and will comply for the entire duration of the contract(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this_______day of ______________, in the year 20____, at____________________, _______ (City)    (State)

_________________________________ ______________________________
Signature   Mailing Address

_________________________________ ______________________________
Name of Signatory (please print)   City, State, Zip Code

_________________________________ ______________________________
Title   EIN/TIN
CITY OF LOS ANGELES
PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least $25,000 and three months, contracts for services and for purchasing goods and products that involve a value in excess of twenty-five thousand dollars ($25,000) and a term in excess of three months are covered by this Article; and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.

The contractor agrees to comply with the Contractor Responsibility Ordinance and the following provisions:

(a) To comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.

(b) To notify the awarding authority within 30 calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.

(c) To notify the awarding authority within 30 calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.

(d) If applicable, to provide the awarding authority, within 30 calendar days, updated responses to the Responsibility Questionnaire if any change occurs which would change any response contained within the Responsibility Questionnaire and such change would affect the contractor's fitness and ability to continue the contract.

(e) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.

(f) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, sublicensee that perform or assist in performing services on the leased or licensed premises) submit a Pledge of Compliance.

(g) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with paragraphs (b) and (c).

Failure to complete and submit this form to the Awarding Authority may result in withholding of payments by the City Controller, or contract termination.

Company Name, Address and Phone Number

Signature of Officer or Authorized Representative Date

Print Name and Title of Officer or Authorized Representative

Awarding City Department Contract Number

SRIS/CRO-3, Pledge of Compliance (Rev. 5/07/2014)
CITY OF LOS ANGELES
RESPONSIBILITY QUESTIONNAIRE

RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM.
In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this Questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer (a) question(s) when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within 30 days of the change(s).

A. INFORMATION

Bid Number and Project Title

BIDDER/CONTRACTOR INFORMATION

Bidder/Proposer Business Name
Contractor’s License Number

Street Address
City
State
Zip

Contact Person, Title
Phone
Fax

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this questionnaire and the responses contained herein and on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

The Questionnaire being submitted is: (check one)
☐ An initial submission of a completed Questionnaire.
☐ An update of a prior Questionnaire dated _______/_____/_____. A copy of the prior Questionnaire and newly updated information are attached.
☐ No change. There has been no change to any of the responses since the last Responsibility Questionnaire dated _______/_____/_____. A copy of the last Responsibility Questionnaire is attached.

Print Name, Title
Signature
Date

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: _____

Responsibility Questionnaire (rev 04/22/15)
B. BUSINESS ORGANIZATION/STRUCTURE

Indicate the organizational structure of your firm. “Firm” includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

□ Corporation: Date incorporated: ___/____/_____ State of incorporation: ________________________

List the corporation’s current officers.

President:

Vice President:

Secretary:

Treasurer:

□ Check the box only if your firm is a publicly traded corporation.

List those who own 5% or more of the corporation’s stocks. Use Attachment A if more space is needed. Publicly traded corporations need not list the owners of 5% or more of the corporation’s stocks.

______________________________________________  ____________________________

______________________________________________  ____________________________

□ Limited Liability Company: Date of formation: ______/____/_____ State of formation: _________________

List members who own 5% or more of the company. Use Attachment A if more space is needed.

______________________________________________  ____________________________

______________________________________________  ____________________________

□ Partnership: Date formed: ______/____/_____ State of formation: ________________________________

List all partners in your firm. Use Attachment A if more space is needed.

______________________________________________  ____________________________

______________________________________________  ____________________________

□ Sole Proprietorship: Date started: ______/____/_____

List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Use Attachment A if more space is needed. Do not include ownership of stock in a publicly traded company in your response to this question.

______________________________________________  ____________________________

______________________________________________  ____________________________

□ Joint Venture: Date formed: ______/____/_____

List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture’s submission to be considered as responsive to the invitation.

______________________________________________  ____________________________
C. OWNERSHIP AND NAME CHANGES

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?
   □ Yes □ No

   If Yes, explain on Attachment A the relationship between your firm and the associated firms. Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

2. Has any of the firm’s owners, partners, or officers operated a similar business in the past five years?
   □ Yes □ No

   If Yes, list on Attachment A the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

3. Has the firm changed names in the past five years?
   □ Yes □ No

   If Yes, list on Attachment A all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

4. Are any of your firm’s licenses held in the name of a corporation or partnership?
   □ Yes □ No

   If Yes, list on Attachment A the name of the corporation or partnership that actually holds the license.

Bidders/Contractors must continue on to Section D and answer all remaining questions contained in this Questionnaire.
D. FINANCIAL RESOURCES AND RESPONSIBILITY

5. Is your firm now, or has it ever been at any time in the last five years, the debtor in a bankruptcy case?

☐ Yes  ☐ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

6. Is your company in the process of, or in negotiations toward, being sold?

☐ Yes  ☐ No

If Yes, explain the circumstances on Attachment B.

E. PERFORMANCE HISTORY

7. How many years has your firm been in business? __________ Years.

8. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?

☐ Yes  ☐ No

If Yes, list on an Attachment B all contracts your firm has had with the City of Los Angeles for the last 10 years. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

9. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

☐ Check the box if you have not had any similar contracts in the last five years

10. In the past five years, has a governmental or private entity or individual terminated your firm’s contract prior to completion of the contract?

☐ Yes  ☐ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

11. In the past five years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?
12. In the past five years, has your firm been debarred or determined to be a non-responsible bidder or contractor?

☐ Yes  ☐ No

If Yes, explain on Attachment B the circumstances surrounding each instance.
F. DISPUTES

13. In the past five years, has your firm been the defendant in court on a matter related to any of the following issues? For parts (a) and (b) below, check Yes even if the matter proceeded to arbitration without court litigation. For part (c), check Yes only if the matter proceeded to court litigation. If you answer Yes to any of the questions below, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case; the date each case was filed; and the disposition/current status of each case.

(a) Payment to subcontractors?

☐ Yes  ☐ No

(b) Work performance on a contract?

☐ Yes  ☐ No

(c) Employment-related litigation brought by an employee?

☐ Yes  ☐ No

14. Does your firm have any outstanding judgements pending against it?

☐ Yes  ☐ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

15. In the past five years, has your firm been assessed liquidated damages on a contract?

☐ Yes  ☐ No

If Yes, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

G. COMPLIANCE

16. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 9)? For this question, the term “owner” does not include owners of stock in your firm if your firm is a publicly traded corporation.

☐ Yes  ☐ No
If Yes, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

17. If a license is required to perform any services provided by your firm, in the past five years, has your firm, or any person employed by your firm, been investigated, cited, assessed any penalties, subject to any disciplinary action by a licensing agency, or found to have violated any licensing laws?

□ Yes  □ No

If Yes, explain on Attachment B the circumstances surrounding each instance in the last five years.
18. In the past five years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

☐ Yes   ☐ No

If Yes, explain on Attachment B the circumstances surrounding each instance in the last five years.

H. BUSINESS INTEGRITY

19. For questions (a), (b), and (c) below, check Yes if the situation applies to your firm. For these questions, the term “firm” includes any owners, partners, or officers in the firm. The term “owner” does not include owners of stock in your firm if the firm is a publicly traded corporation. If you check Yes to any of the questions below, explain on Attachment B the circumstances surrounding each instance.

(a) Is a governmental entity or public utility currently investigating your firm for making (a) false claim(s) or material misrepresentation(s)?

☐ Yes   ☐ No

(b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

☐ Yes   ☐ No

(c) In the past five years, has your firm been convicted or found liable in a civil suit for, making (a) false claim(s) or material misrepresentation(s) to any governmental entity or public utility?

☐ Yes   ☐ No

20. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of fraud, theft, embezzlement, perjury, bribery? For this question, the term “owner” does not include those who own stock in a publicly traded corporation.

☐ Yes   ☐ No

If Yes, explain on Attachment B the circumstances surrounding each instance.
ATTACHMENT A FOR SECTIONS A THROUGH C

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page _____
ATTACHMENT B FOR SECTIONS D THROUGH H

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page _____
ATTACHMENT C: GOVERNMENTAL ENTITIES FOR QUESTION NO. 16

Check Yes in response to Question No. 16 if your firm or any of its owners, partners or officers, have ever been cited, assessed any penalties, or found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed below (or any of its subdivisions), including but not limited to those examples specified below. The term “owner” does not include owners of stock in your firm if your firm is a publicly traded corporation. If you answered Yes, provide an explanation on Attachment B of the circumstances surrounding each instance, including the entity involved, the dates of such instances, and the outcome.

**FEDERAL ENTITIES**

- Federal Department of Labor
  - American with Disabilities Act
  - Immigration Reform and Control Act
  - Family Medical Leave Act
  - Fair Labor Standards Act
  - Davis-Bacon and laws covering wage requirements for federal government contract workers
  - Migrant and Seasonal Agricultural Workers
  - Immigration and Naturalization Act
  - Occupational Safety and Health Act
  - anti-discrimination provisions applicable to government contractors and subcontractors
  - whistleblower protection laws

- Federal Department of Justice
  - Civil Rights Act
  - Immigration Reform and Control Act of 1986
  - bankruptcy fraud and abuse

- Federal Department of Housing and Urban Development (HUD)
  - anti-discrimination provisions in federally subsidized/assisted/sponsored housing programs
  - prevailing wage requirements applicable to HUD related programs

- Federal Environmental Protection Agency
  - Environmental Protection Act

- National Labor Relations Board
  - National Labor Relations Act

- Federal Equal Employment Opportunity Commission
  - Civil Rights Act
  - Equal Pay Act
  - Age Discrimination in Employment Act
  - Rehabilitation Act
  - Americans with Disabilities Act

**STATE ENTITIES**

- California's Department of Industrial Relations
  - wage and labor standards, and licensing and registration
  - occupational safety and health standards
  - workers' compensation self insurance plans
  - Workers’ Compensation Act
  - wage, hour, and working standards for apprentices
  - any provision of the California Labor Code

- California's Department of Fair Employment and Housing
  - California Fair Employment and Housing Act
  - Unruh Civil Rights Act
  - Ralph Civil Rights Act

- California Department of Consumer Affairs
  - licensing, registration, and certification requirements
  - occupational licensing requirements administered and/or enforced by any of the Department's boards, including the Contractors’ State Licensing Board

- California's Department of Justice

**LOCAL ENTITIES**

- City of Los Angeles or any of its subdivisions for violations of any law, ordinance, code, rule, or regulation administered and/or enforced by the City, including any letters of warning or sanctions issued by the City of Los Angeles for an unauthorized substitution of subcontractors, or unauthorized reductions in dollar amounts subcontracted.

**OTHERS**

- Any other federal, state, local governmental entity for violation of any other federal, state, or local law or regulation relating to wages, labor, or other terms and conditions of employment.
CITY OF LOS ANGELES
CONTRACTOR CODE OF CONDUCT

The City of Los Angeles has long supported the premise that employers should fairly compensate employees, that the health and safety of workers should be protected, and that no form of discrimination or abuse should be tolerated. Experience indicates that laws and regulations designed to safeguard basic tenets of ethical business practices are disregarded in some workplaces, commonly referred to as “sweatshops.”

In its role as a market participant that procures equipment, goods, materials and supplies, the City seeks to protect its interests by assuring that the integrity of the City’s procurement process is not undermined by contractors who engage in sweatshop practices and other employment practices abhorrent to the City. When the City inadvertently contracts with these contractors, the City’s ethical contractors are placed at a distinct competitive disadvantage. Many times ethical contractors are underbid by unscrupulous contractors in competition for City contracts. These ethical contractors may be dissuaded from participating in future procurement contracts.

The City’s proprietary contracting interests are served by doing business with contractors who make a good faith effort to ensure that they and their subcontractors shun sweatshop practices and adhere to workplace and wage laws. Seeking to protect these municipal interests, the City requires that all contractors subject to the Sweat-free Procurement Ordinance certify that they and, to the best of their knowledge, their subcontractors will comply with the City’s Contractor Code of Conduct and to promise the following:

(a) To comply with all applicable wage, health, labor, environmental and safety laws, legal guarantees of freedom of association, building and fire codes, and laws and ordinances relating to workplace and employment discrimination.

(b) To comply with all human and labor rights and labor obligations that are imposed by treaty or law on the country in which the equipment, supplies, goods or materials are made or assembled, including but not limited to abusive forms of child labor, slave labor, convict or forced labor, or sweatshop labor.

(c) To take good faith measures to ensure, to the best of the contractor’s knowledge, that the contractor’s subcontractors also comply with the City’s Contractor Code of Conduct.

(d) To pay employees working on contracts for garments, uniforms, foot apparel, and related accessories a procurement living wage, meaning for domestic manufacturers a base hourly wage adjusted annually to the amount required to produce, for 2,080 hours worked, an annual income equal to or greater than the U.S. Department of Health and Human Services most recent poverty guideline for a family of three plus an additional 20 percent of the wage level paid either as hourly wages or health benefits. For manufacturing operations in countries other than the United States, a procurement living wage which is comparable to the wage for domestic manufacturers as defined above, adjusted to reflect the country’s level of economic development by using the World Bank’s Gross National Income Per Capita Purchasing Power index.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understood the City’s Contractor Code of Conduct and agree to comply with its requirements.

____________________________________  _______________________
Signature of Officer or Authorized Representative       Date

____________________________________
Print Name and Title of Authorized Representative

____________________________________
Print Company Name, Address and Phone Number
The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars ($1,000,000) or more (PCC § 2203(a)). A bidder who “engages in investment activities in Iran” is defined as either:

1. A bidder providing goods or services of twenty million dollars ($20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or

2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, he or she is not identified on the DGS list of ineligible businesses or persons and that the bidder is not engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder shall complete and sign ONE of the options shown below.

**OPTION #1: CERTIFICATION**

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is not on the current DGS list of persons engaged in investment activities in Iran and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DGS list of persons engaged in investment activities in Iran.

Name of Bidder/Financial Institution (Printed): ____________________________________________

Signed by: ____________________________________________ (Authorized Signature)

__________________________________________ (Printed Name)

__________________________________________ (Title of Person Signing)

**OPTION #2: EXEMPTION**

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Name of Bidder/Financial Institution (Printed): ____________________________________________

Signed by: ____________________________________________ (Authorized Signature)

__________________________________________ (Printed Name)

__________________________________________ (Title of Person Signing)
CONSENT AND AGREEMENT

This CONSENT AND AGREEMENT, dated as of [____], 20__ (“Consent”), by and among Southern California Public Power Authority (“SCPPA”), the Sacramento Municipal Utility District (“SMUD”), the Modesto Irrigation District (“MID”), the City of Riverside (“Riverside”), the Turlock Irrigation District (“TID,” and each of SCPPA, SMUD, MID, Riverside, and TID, a “Buyer,” and collectively, the “Buyers”), [__________], in its capacity as collateral agent for the Facility Lenders (as defined below) under the Financing Documents referred to below (together with its successors and assignees in such capacity, “Agent”), and Roseburg Forest Products Co. (“Seller,” and together with Buyers and Agent, the “Parties” and each a “Party”). Capitalized terms used but not defined herein shall have the meanings set forth in the SB 859 Purchase Agreement (as defined below).

A. WHEREAS, Seller owns and operates a 13.4 MW biomass power facility located in Weed, California (the “Project”);

B. WHEREAS, Buyers and Seller have entered into that certain SB 859 Purchase Agreement, dated as of [__________] (as amended, modified, supplemented or restated from time to time, the “SB 859 Purchase Agreement”);

C. WHEREAS, (i) Seller has entered into a Credit Agreement, dated as of [_______], with Agent, the financial institutions party thereto as lenders (the “Facility Lenders”) and certain other parties thereto (as amended, modified, supplemented or restated from time to time, the “Financing Agreement”), pursuant to which Seller will finance the [repowering, operation, and maintenance] of the Project; [(ii) Seller and Agent intend to enter into certain guarantees, security agreements and deeds of trust or mortgages pursuant to which Seller will collateralize its interests in the SB 859 Purchase Agreement with Buyers to Agent and grant to Agent a lien on the Project to be recorded in [__________] (the “Seller Security Agreements”), to secure Seller’s obligations under the Financing Agreement; and (iii) American Renewable Power, LLC, the parent of Seller (“Parent”) and Agent intend to enter into certain guarantees and security and pledge agreements pursuant to which Parent will pledge to Agent all of the membership interests in Seller to secure Seller’s obligations under the Financing Agreement (the “Parent Pledge Agreement”, and collectively with the Seller Security Agreements, the Financing Agreement and related security and financing documents, the “Financing Documents”)[To be updated based on final Financing Documents.] True and correct copies of the Financing Documents have been furnished to Buyers.

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D. WHEREAS, pursuant to Section 13.7 of the SB 859 Purchase Agreement, Seller has requested Buyers’ consent to the collateral assignment, pursuant to the Financing Documents, by Seller to Agent of Seller’s interest in the SB 859 Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the Parties hereto hereby agree as follows:

AGREEMENT

1. Assignment and Agreement.

1.1 Consent to Assignment. Buyers hereby consent to the collateral assignment to Agent pursuant to the Financing Documents, of [(a) Seller’s rights to and under the SB 859 Purchase Agreement and in the Project and (b) Parent’s membership interests in Seller (the “Assigned Interests”)] as security for Seller’s obligations under the Financing Agreement. Subject to the terms and conditions of this Consent, Buyers agree that in exercising its remedies, Agent may exercise Seller’s rights under the SB 859 Purchase Agreement. Notwithstanding the foregoing or anything else expressed or implied herein to the contrary, (i) neither Seller, Agent, nor any Subsequent Owner (as defined below) shall assign, transfer, convey, encumber, sell or otherwise dispose of all or any portion of the Energy, Capacity Rights or Environmental Attributes (not including the proceeds thereof) to any Person other than Buyers, including any Facility Lender, and (ii) Agent agrees that its exercise of remedies under the Financing Documents shall be consistent with the terms and conditions of the SB 859 Purchase Agreement and this Consent.

1.2 Notices; Right to Cure by Agent. Upon the occurrence of a Default by Seller under the SB 859 Purchase Agreement, Buyers shall not terminate or suspend their performance under the SB 859 Purchase Agreement until a Buyer first gives a written notice of such Default to Agent. Such notice shall provide Agent and the Facility Lenders with rights to cure such Default, provided that such cure rights shall be performed consistent with the requirements and within any applicable cure period or periods for such cure that are applicable to Seller under the SB 859 Purchase Agreement. Failure to provide such notice to Agent shall not constitute a breach of the SB 859 Purchase Agreement or this Consent by Buyers, and Agent and Seller agree that Buyers shall have no liability to Agent or Seller for such failure whatsoever; provided that no claim of rescission or termination of the SB 859 Purchase Agreement by Buyers shall be binding without such notice and the lapsing of any applicable cure period. If Agent and the Facility Lenders fail to cure such a Default under the SB 859 Purchase Agreement within any applicable cure period, Buyers shall have all its rights and remedies with respect to such Default, including their rights of withdrawal or termination, as set forth in the SB 859 Purchase Agreement.

1.3 Notices; Right to Cure by Buyers. Seller and Agent agree that Buyers shall have the right to cure a default by Seller under the Financing Documents. Agent, on behalf of the Facility Lenders, shall provide Buyers with written notice of any default of Seller under the Financing Documents concurrently with the notice provided to Seller under the Financing Documents and Buyers shall have the right to cure such default, provided such cure shall be consistent with the requirements of the Financing Documents and shall be completed within ninety (90) days after the expiration of all cure periods available to Seller under the Financing Documents. The effect of any such cure by Buyers shall be as if Seller had cured the applicable Appendix H-2
default within the cure period afforded Seller under the Financing Documents, including cessation of exercise of remedies by Agent and the Facility Lenders. Upon any payment or cure by any Buyer relating to such a default by Seller, the amounts expended by such Buyer to provide such cure, including any defaulted payment and interest thereon, and all other payments made and expenses incurred by such Buyer in providing such cure shall be recovered by such Buyer, at such Buyer’s election in its sole discretion, (a) by reducing amounts paid to Seller under the SB 859 Purchase Agreement, (b) by drawing on the Performance Security, or (c) by reimbursement by Seller.

1.4 Subsequent Owner. The Parties agree that no foreclosure or delivery of a deed in lieu of foreclosure with respect to the Facilities pursuant to the Financing Documents shall take place or become effective, unless and until (a) Agent or its successor or permitted assignee, or the purchaser purchasing the Facilities (Agent or such successor or permitted assignee, or purchaser, each, a “Subsequent Owner”) is substituted for Seller and has assumed Seller’s obligations under the SB 859 Purchase Agreement, (b) the Subsequent Owner meets the qualifications for a Qualified Transferee, and (c) the Subsequent Owner confirms to Buyers that the Performance Security remains in effect or provides replacement Performance Security meeting the requirements of the SB 859 Purchase Agreement. In the event of any foreclosure, whether judicial or nonjudicial, or delivery of any deed in lieu of foreclosure under the Financing Documents, in connection with any deed of trust, mortgage, or other similar Lien, Agent or Subsequent Owner, and its respective successors in interest and permitted assigns, shall execute and deliver a written assumption of Seller’s obligations under the SB 859 Purchase Agreement in form and substance reasonably acceptable to Buyers and shall be bound by the covenants and agreements of Seller in the SB 859 Purchase Agreement; provided, however, that until the Person who acquires title to the Facilities executes and delivers to Buyers a written assumption of Seller’s obligations under the SB 859 Purchase Agreement in form and substance reasonably acceptable to Buyers, such Person will not be entitled to any of the benefits of the SB 859 Purchase Agreement.

1.5 No Assignment. Except for an assignment to a Qualified Buyer Assignee, which shall not require the prior consent of Seller or Agent, each Buyer agrees that it shall not, without the prior written consent of Agent (such consent to not be unreasonably withheld, conditioned or delayed, and Agent shall be deemed to have consented after 45 days of receiving notice from Buyers if Agent does not indicate otherwise), sell, assign or transfer any of its rights under the SB 859 Purchase Agreement other than as permitted by and in accordance with the SB 859 Purchase Agreement.

1.6 Limitation on Liability.

(a) Seller agrees that it shall indemnify and hold Buyers harmless from any third-party claims, losses, liabilities, damages, costs or expenses (including, without limitation, any direct, indirect or consequential claims, losses, liabilities, damages, costs or expenses, including legal fees) in connection with or arising out of any of the transaction documents related to the Financing Documents or this Consent.

(b) Agent agrees that in no event shall Buyers be liable to Agent or any Subsequent Owner for any claims, losses, expenses or damages whatsoever other than liability Buyers may have to Seller under the SB 859 Purchase Agreement. In the event of the performance by Agent or a Subsequent Owner of Seller’s obligations under the SB 859 Purchase Agreement,
Agreement, the recourse of Buyers in seeking the enforcement of such obligations shall include all rights and remedies available to Buyers pursuant to the SB 859 Purchase Agreement and the value (taking into account indebtedness secured by the Facility, including indebtedness arising in connection with the Performance Security) of Agent’s or Subsequent Owner’s, as applicable, interest in the Facility.

2. Payments under the SB 859 Purchase Agreement.

2.1 Without limiting the rights of Buyers under the SB 859 Purchase Agreement, upon sixty (60) days’ prior written notice (in the form of Exhibit A hereto) delivered by Agent to Buyers, Buyers shall pay all amounts that they are obligated to pay to Seller under the SB 859 Purchase Agreement to Agent for deposit into the account specified below or otherwise designated by Agent to Buyers in writing no later than sixty (60) days prior to the date any such payments are due, in the manner and when required under the SB 859 Purchase Agreement directly, and all such payments to such accounts shall be deemed to satisfy the payment obligations of Buyers under the SB 859 Purchase Agreement.

Bank Name: [__________________]
Account Number: [__________________]
ABA Number: [__________________]
For Credit to: [__________________]
Attn: [__________________]

2.2 From and after such time as an entity qualifies as a Subsequent Owner, Buyers shall pay all such amounts owed directly to or at the written direction of such Subsequent Owner in the form of Exhibit A hereto. Seller acknowledges and consents to Buyers making such payments directly to Agent and Subsequent Owner, as applicable, and acknowledges and agrees that performance by Buyers under this Section shall not release Seller from any of its obligations under the SB 859 Purchase Agreement. Agent and Seller agree that any further change in payment notification shall become effective within sixty (60) days after receipt by Buyers of written notice thereof in accordance with this Consent. Buyers shall have no liability to Seller or Agent (or their successors or permitted assigns) for making payments due or to become due under the SB 859 Purchase Agreement to Agent or for failure to direct such payments to Agent rather than Seller.

3. Representations and Warranties.

3.1 Buyers. Each Buyer hereby represents and warrants to Agent as of the date of this Consent as follows:

(a) Such Buyer is a validly existing (i) California joint powers authority (in the case of SCPPA), (ii) California municipal district (in the case of SMUD), (iii) California irrigation district (in the case of MID), (iv) California charter city and municipal corporation (in the case of Riverside), and (iv) California irrigation district (in the case of TID).

(b) Such Buyer has the legal power and authority to own its properties, to carry on its business as now being conducted, to enter into the SB 859 Purchase Agreement and to carry out the covenants and obligations on its part to be performed under and pursuant to the SB 859 Purchase Agreement.

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(c) The execution, delivery and performance by such Buyer of the SB 859 Purchase Agreement have been duly authorized by all necessary action and do not violate any federal, state, or local law, including the California Government Code and similar laws.

(d) To the best of such Buyer’s actual knowledge, no Default (as defined in the SB 859 Purchase Agreement) with respect to such Buyer or Seller, has occurred and is continuing, and the SB 859 Purchase Agreement has not been amended, modified or supplemented in any manner, except as set forth herein.

(e) To such Buyer’s knowledge, such Buyer has no notice of, and has not consented to, any previous assignment of all or any part of Seller’s rights under the SB 859 Purchase Agreement.

3.2 Agent and Seller. Each of Agent and Seller hereby represents and warrants to Buyers as of the date of this Consent as follows:

(a) It is duly organized, validly existing and in good standing under the laws of the State of [__________], and has the legal power and authority to own its properties to carry on its business as now being conducted, to enter into this Consent and to carry out the covenants and obligations on its part to be performed under and pursuant to the Consent.

(b) The execution, delivery and performance of this Consent is within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law applicable to it.

(c) This Consent constitutes a legally valid and binding obligation enforceable against Agent and Seller in accordance with its terms.

(d) The Financing Documents comply with the applicable terms and provisions of the SB 859 Purchase Agreement and this Consent.

(e) The rights of Buyers to exercise their rights and remedies hereunder, and their rights and remedies under the SB 859 Purchase Agreement, do not and will not conflict with the Financing Documents, and are permitted by the Financing Documents and any related agreements and documents securing Seller’s performance under the Financing Agreement.

3.3 Acknowledgements and Agreements.

(a) Seller and Agent acknowledge that Buyers have not made and do not hereby make any representation or warranty, expressed or implied, that Seller has any right, title or interest in the collateral secured by the Financing Documents (the “Collateral”). Agent acknowledges that it is responsible for satisfying itself as to the existence and extent of Seller’s right, title and interest in the Collateral and that it has not relied upon any representations of Buyers in connection with lending arrangements with Seller.

(b) Seller and Agent acknowledge that Buyers shall have no liability to Seller or Agent resulting from or relating to this Consent, or for consenting to any future assignments of the Collateral or any interest of Seller or Agent therein.
4. **Miscellaneous.**

4.1 **Governing Law, Submission to Jurisdiction.**

   (a) This Consent shall be governed by, interpreted and enforced in accordance with the laws of the State of California, without regard to conflict of law principles.

   (b) All litigation arising out of, or relating to this Consent, shall be brought in a State or Federal court in the County of Los Angeles in the State of California. The parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts and waive any defense of forum non conveniens.

4.2 **Counterparts.** This Consent may be executed in counterparts and upon execution by each signatory, each executed counterpart shall have the same force and effect as an original instrument and as if all signatories had signed the same instrument. Any signature page of this Consent may be detached from any counterpart of this Consent without impairing the legal effect of any signature thereon, and may be attached to another counterpart of this Consent identical in form hereto by having attached to it one or more signature pages.

4.3 **Amendment Waiver.** This Consent may be amended or modified only by an instrument in writing signed by each Party.

4.4 **Successors and Assigns.** This Consent shall bind and benefit Buyers, Agent, Seller and their respective successors and permitted assigns.

4.5 **Attorneys’ Fees.** Seller shall reimburse Buyers for all reasonable costs and expenses incurred by Buyers in connection with the facilitation of Seller’s collateral assignment or pledge of the SB 859 Purchase Agreement, or any other action taken in connection with the transactions contemplated in this Consent, or otherwise pursuant to any request made by Seller, Agent or any Facility Lender.

4.6 **Representations by Counsel.** Each of the Parties hereto was represented by its respective legal counsel during the negotiation and execution of this Consent.

4.7 **Notices.** Any communications between the Parties hereto or notices provided herein to be given may be given to the following addresses:

**If to Buyers:**
Southern California Public Power Authority
Attention: Executive Director
1160 Nicole Court
Glendora, CA 91740
Telephone: (626) 793-9364
Fax: (626) 793-9461
Email: [_________@[______________]]

Sacramento Municipal Utility District
Attention: [______________]
[______________]
[______________]
Telephone: [(___) ___-____]
Facsimile: [(___) ___-____]
Email: [_________@[______________]]

Appendix H-6
Modesto Irrigation District
Attention: [______________]
[__________________]
[__________________]
Telephone: [(___) ___-____]
Facsimile: [(___) ___-____]
Email: [_________]@[______________]

City of Riverside
Public Utilities Department, Utilities Power Resources Manager,
Contracts and Projects
3435 Fourteenth Street
Riverside, CA 92501
Phone: 951-826-8505
Facsimile: 951-715-3563

Turlock Irrigation District
If via USPS:
  Turlock Irrigation District
  Attention: Willie Manuel
  P.O. Box 949
  Turlock, CA 95381-0949
If via non-USPS:
  Turlock Irrigation District
  Attention: Willie Manuel
  333 East Canal Drive
  Turlock, CA 95380
Telephone: (209) 883-8348
Facsimile: (209) 656-2147
Email: wgmanuel@tid.org

If to Seller: [______________]
Attention: [______________]
[__________________]
[__________________]
Telephone: [(___) ___-____]
Facsimile: [(___) ___-____]
Email: [_________]@[______________]

If to Agent:
[______________]
Attention: [______________]
[__________________]
[__________________]
Telephone: [(___) ___-____]
Facsimile: [(___) ___-____]
Email: [_________]@[______________]

Appendix H-7
All notices or other communications required or permitted to be given hereunder shall be (a) in writing (regardless of whether the applicable provision expressly requires a writing), (b) deemed properly sent if delivered in person or sent by facsimile transmission, reliable overnight courier, or sent by registered or certified mail, postage prepaid to the applicable Party, and (c) deemed delivered, given and received on the date of delivery, in the case of facsimile transmission, or on the date of receipt or rejection in the case of delivery in person, by reliable overnight courier, or by registered or certified mail. Any Party may change its address for notice hereunder by giving of notice to the other Parties.
Buyers, Seller and Agent have each caused this Consent and Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

BUYERS:

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: _____________________
Its: _____________________
Date: ___________________
Attest: __________________

THE CITY OF RIVERSIDE

By: _____________________
Its: _____________________
Date: ___________________
Attest: __________________

SACRAMENTO MUNICIPAL UTILITY DISTRICT

By: _____________________
Its: _____________________
Date: ___________________
Attest: __________________

TURLOCK IRRIGATION DISTRICT

By: _____________________
Its: _____________________
Date: ___________________
Attest: __________________

MODESTO IRRIGATION DISTRICT

By: _____________________
Its: _____________________
Date: ___________________
Attest: __________________
SELLER:

[__________________]

By: ____________________________
Its: ____________________________
Date: ____________________________
AGENT:

[_____________________]  

By: ____________________________  
Its: ____________________________  
Date: ____________________________
Exhibit A
to
Consent and Agreement
dated [__________], 20[___]
between
Buyers,
[______________________]
and
Agent

Payment Instructions

(see attached)
Via Certified Mail, Return Receipt Requested

Southern California Public Power Authority
Attention: Executive Director
1160 Nicole Court
Glendora, CA 91740

Sacramento Municipal Utility District
Attention: [______________]
[______________]
[______________]

Modesto Irrigation District
Attention: [______________]
[______________]
[______________]

The City of Riverside
Attention: [______________]
[______________]
[______________]

Turlock Irrigation District
Attention: [______________]
[______________]
[______________]

Re: [ ] Project

Ladies and Gentlemen:

This notice is provided to you pursuant to the Consent and Agreement (“Consent”) dated as of __________ 20__, among Southern California Public Power Authority (“SCPPA”), Sacramento Municipal Utility District (“SMUD”), the Modesto Irrigation District (“MID”), the City of Riverside (“Riverside”), the Turlock Irrigation District (“TID,” and each of SCPPA, SMUD, MID, Riverside, and TID, a “Buyer,” and together, the “Buyers”), [Lender] (“Lender”) and Roseburg Forest Products Co. (“Seller”). Commencing on the date that is sixty (60) days following the date of this notice, any and all amounts owed to Seller shall be paid to the following account:

Bank Name: [______________________]
Account Number: [______________________]
ABA Number: [______________________]
For Credit to: [______________________]
Attn: [______________________]

Appendix H-13
Very truly yours,

[Subsequent Owner]
SCHEDULE 11.2(h)
TO SB 859 PURCHASE AGREEMENT,
DATED AS OF _____________
BETWEEN BUYERS
AND
ROSEBURG FOREST PRODUCTS CO.

STRUCTURE OF PARENT ENTITIES

Corporate Ownership

RLC Industries Co.
Springfield, OR

100% ownership

Roseburg Forest Products Co.
Springfield, OR

Weed Veneer Plant
Weed, CA

PPA Counterparty
Principals of Seller:

Board Chair – Allyn C. Ford

President & CEO – B. Grady Mulbery

SVP, Operations – Jake Elston

SVP, General Counsel & Secretary – Stuart W. Gray (authorized by Seller to represent Seller before the City of Los Angeles)

Principals of Ultimate Parent Entity:

Allyn C. Ford
ROSEBURG SB 859 BIOMASS PROJECT

BUYERS JOINT PROJECT AGREEMENT

BY AND AMONG

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY,

AND

SACRAMENTO MUNICIPAL UTILITY DISTRICT

AND

MODESTO IRRIGATION DISTRICT

AND

TURLOCK IRRIGATION DISTRICT

AND

CITY OF RIVERSIDE, CALIFORNIA

Dated as of November 25, 2019
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Appendix A-- Joint Committee Vote Percentages
PARTIES

This Buyers Joint Project Agreement (this “Agreement”) dated as of the 25th day of November, 2019, by and among the SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY, a joint powers agency and a public entity organized under the laws of the State of California (“SCPPA”), the SACRAMENTO MUNICIPAL UTILITY DISTRICT, a California municipal utility district (“SMUD”), the MODESTO IRRIGATION DISTRICT, an irrigation district organized and existing under the laws of the State of California (“MID”), the TURLOCK IRRIGATION DISTRICT, an irrigation district organized and existing under the laws of the State of California (“TID”), and the CITY OF RIVERSIDE, a California charter city and municipal corporation existing under the laws of the State of California (“Riverside”). SCPPA, SMUD, MID, TID and Riverside are each sometimes referred to as a “Buyer” or a “Party,” and collectively as “Buyers” or “Parties.”

RECITALS

In response to the mandate imposed on them by the State of California in 2016 by passage of Senate Bill 859 (Stats.2016, c. 368, eff. Sept. 14, 2016, hereinafter “SB 859”) to procure a specified amount of electric generation capacity from biomass-fueled resources, the Buyers, following a Request for Proposals issued by SCPPA on March 13, 2017, have identified a potential biomass generation resource owned and operated by Roseburg Forest Products Co. (“Seller”).
The Buyers have participated in negotiations for and are entering into an SB 859 Purchase Agreement, dated October 17, 2019 with Seller (the “Purchase Agreement”) for the purchase and sale of 11 MW of SB 859 Capacity (as such term is defined in the Purchase Agreement), SB 859 Attributes and other products from Seller’s biomass facility located in Weed, California (the “Project”).

The Purchase Agreement includes provisions for a Buyers’ Agent to receive notifications from Seller and to administer the Purchase Agreement and take action on behalf of the Buyers in certain circumstances, and each of the Buyers intends by this Agreement to provide the manner and means to coordinate the exercise of certain of the Buyers’ rights and activities with respect to the Project and to authorize Buyers’ Agent to provide such approvals, determinations, responses and other actions under the Purchase Agreement on behalf of the Buyers in order to carry out the applicable terms thereof and realize the related benefits thereunder.

The Purchase Agreement provides that, as of its Effective Date, SCPPA shall be the Buyers’ Agent, and each of the Parties intends by this Agreement to acknowledge and confirm that appointment. Where the context requires, the term “Buyers’ Agent” as used in this Agreement shall be deemed to refer to SCPPA acting in that capacity.

1. AGREEMENT

For and in consideration of the premises and the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, it is agreed by and among the Parties as hereinafter set forth. This Agreement shall take effect on the date when all Buyers and Seller have executed Purchase Agreements.
2. **DEFINITIONS**

The meaning of capitalized terms in this Agreement not otherwise defined in context shall be as defined in Section 1.1 of the Purchase Agreement, which is incorporated herein by this reference.

3. **APPOINTMENT OF SCPPA AS BUYERS’ AGENT**

3.1 In accordance with the terms and conditions of this Agreement, SMUD, MID, TID and Riverside hereby appoint and authorize SCPPA to act as the Buyers’ Agent for the limited purpose of carrying out the duties and responsibilities of the Buyers’ Agent under the Purchase Agreement, as provided in Section 5 and pursuant to Section 7 of this Agreement, and SCPPA hereby accepts such appointment. In so doing, the Parties acknowledge and agree that SCPPA, as a Buyer under the Purchase Agreement on behalf of certain of its Members (namely, the Los Angeles Department of Water and Power, the Imperial Irrigation District, and the City of Anaheim, each hereinafter a “SCPPA Participating Member”), shall act for its own account as well as on behalf of SMUD, MID, TID and Riverside. Unless replaced by unanimous agreement among the Buyers, SCPPA shall serve as Buyers’ Agent under the Purchase Agreement as provided in this Agreement throughout the Agreement Term.

3.2 In carrying out its responsibilities under the Purchase Agreement pursuant to the terms of this Agreement, SCPPA, as Buyers’ Agent, shall observe all applicable laws, rules and regulations.
4. **ESTABLISHMENT AND AUTHORIZATION OF BUYERS’ JOINT PROJECT COMMITTEE**

4.1 The Buyers’ Joint Project Committee is hereby established and authorized to act on behalf of each of the Buyers for the purposes of (a) providing coordination among the Buyers in carrying out certain collective actions as set forth in this Section 4, and (b) providing the manner and means for achieving agreement among the Buyers with respect to such collective actions.

4.2 The Buyers’ Joint Project Committee shall consist of representatives (each a “Joint Committee Representative”) as follows: (a) a Joint Committee Representative from SMUD, (b) a Joint Committee Representative from MID, (c) a Joint Committee Representative from TID, (d) a Joint Committee Representative from Riverside, (e) a Joint Committee Representative from each SCPPA Participating Member, and (f) a non-voting Joint Committee Representative from SCPPA. Each such Joint Committee Representative shall be entitled to cast a vote (a “Joint Committee Vote”) as follows:

(i) The Joint Committee Representative from SMUD shall be entitled to cast its Joint Committee Vote equal to the Buyers’ Percentage of SB 859 Capacity for SMUD as set forth in Appendix A;

(ii) The Joint Committee Representative from MID shall be entitled to cast its Joint Committee Vote equal to the Buyers’ Percentage of SB 859 Capacity for MID as set forth in Appendix A;
(iii) The Joint Committee Representative from TID shall be entitled to cast its Joint Committee Vote equal to the Buyers’ Percentage of SB 859 Capacity for TID as set forth in Appendix A;

(iv) The Joint Committee Representative from Riverside shall be entitled to cast its Joint Committee Vote equal to the Buyers’ Percentage of SB 859 Capacity for Riverside as set forth in Appendix A; and

(v) Each SCPPA Participating Member shall be entitled to cast a Joint Committee Vote which shall be equal to the Percentage of Total Capacity for such SCPPA Participating Member as set forth in Appendix A.

4.3 SCPPA’s non-voting Joint Committee Representative shall be the chairperson ("Chairperson") of the Buyers’ Joint Project Committee.

4.4 Each of the Buyers and each of the SCPPA Participating Members (through SCPPA) shall, within 30 days after the Parties have entered into this Agreement, give notice, each to the other, of its Joint Committee Representative on the Buyers’ Joint Project Committee. An alternate Joint Committee Representative may be appointed to act on behalf of any Joint Committee Representative by similar written notice in the absence of the regular Joint Committee Representative. An alternate Joint Committee Representative may attend all meetings of the Buyers’ Joint Project Committee but may vote only if the Joint Committee Representative entitled to vote and for whom she/he serves as an alternate is absent. Upon any SCPPA Participating Member providing its written proxy to SCPPA,
SCPPA’s Joint Committee Representative serving as Chairperson shall be authorized in the absence of such SCPPA Participating Member to vote by proxy for such SCPPA Participating Member on the Buyers’ Joint Project Committee. Such a proxy shall be valid only for the meeting or meetings for which it is given.

4.5 The Chairperson shall be responsible for calling and presiding over meetings of the Buyers’ Joint Project Committee. The Chairperson shall promptly call a meeting of the Buyers’ Joint Project Committee at the request of any Joint Committee Representative in a manner and to the extent permitted by law, and upon not less than three (3) days’ written notice to the Buyers unless otherwise agreed among all Joint Committee Representatives. For the purpose of conducting meetings, a quorum shall exist so long as the Chairperson, together with the Joint Committee Representatives entitled to cast Joint Committee Votes (including any SCPPA vote by proxy) aggregating at least 70% of the Joint Committee Votes shall be present. The conducting of Buyers’ Joint Project Committee meetings, including voting at such meetings, may be by assembled meeting or by telephone or video conferencing, or by any combination thereof, to the extent permitted by law.

4.6 Unless all of the Buyers shall determine otherwise, the actions of the Buyers’ Joint Project Committee shall require the votes by or on behalf of at least five (5) Joint Committee Representatives having Joint Committee
Votes (including any SCPPA vote by proxy), aggregating at least seventy per cent (70%) of the total of the Joint Committee Votes.

5. RESPONSIBILITIES OF BUYERS’ JOINT PROJECT COMMITTEE

5.1 The Buyers’ Joint Project Committee shall be responsible for determining and directing by a vote of its Joint Committee Votes as provided in Section 4.6 of this Agreement the action to be taken or not taken by the Buyers’ Agent with respect to the following matters under the Purchase Agreement:

(i) Approval of any Lien (other than Permitted Encumbrances) on any portion of the Facility or any related property or assets under Section 5.5 of the Purchase Agreement.

(ii) Consenting to any Change in Control pursuant to Section 13.7(a) of the Purchase Agreement.

(iii) Providing administrative services relating to Buyers’ rights or obligations under the Purchase Agreement.

(iv) Any issue involving Seller’s performance under the Purchase Agreement, including without limitation whether such performance is consistent with the requirements of SB 859.

(v) Any claim of Force Majeure asserted by Seller or Buyers under section 13.6 of the Purchase Agreement, including direction to assert such a claim on behalf of Buyers.

(vi) [Omitted.]

(vii) [Omitted.]
(viii) Any other matter or matters with respect to which action is to be taken or not taken by Buyers’ Agent pursuant to the Purchase Agreement or that the Buyers and the SCPPA Participating Members determine should be considered by the Buyers’ Joint Project Committee for purposes of giving direction to Buyers’ Agent.

5.2 Each of the Buyers agrees that the decision of the Buyers’ Joint Project Committee with respect to each of the matters under Section 5.1 of this Agreement shall be determinative as to such matter and shall constitute the decision of the Buyers as to such matter for purposes of the Purchase Agreement.

6. **BUYERS JOINT ACTION**

6.1 Except as otherwise provided in Section 5.1 of this Agreement, any action provided for under the Purchase Agreement or this Agreement to be taken or agreed to by the Buyers collectively, including without limitation, the termination of the Purchase Agreement, shall be agreed to by each Buyer pursuant to a separate authorization for such action by each Buyer.

7. **RESPONSIBILITIES OF BUYERS’ AGENT; PAYMENT OF COSTS**

7.1 Buyers’ Agent shall have and carry out the following duties and responsibilities under this Agreement:

(i) Buyers’ Agent shall comply with the decision of the Buyers’ Joint Project Committee with respect to each matter as provided under Section 5 of this Agreement and shall take or not take such action,
as applicable, under the Purchase Agreement with respect to such matter in accordance with such decision of the Buyers’ Joint Project Committee.

(ii) Except as provided otherwise under Section 7.1(i) of this Agreement, Buyers’ Agent shall, in order to comply with Prudent Utility Practices, take (or not take) such actions as are reposed in Buyers’ Agent pursuant to the Purchase Agreement.

(iii) Buyers’ Agent shall promptly provide the Buyers’ Joint Project Committee and each of the Joint Committee Representatives and its designated alternates with any information that may materially affect or which shall have materially affected the matters referred to in Section 5 or in this Section 7 of this Agreement, and shall provide the Parties with copies of material notices, studies, reports, and other materials received by Buyers’ Agent from the Seller pursuant to the Purchase Agreement. Buyers’ Agent shall provide the Parties with copies of all such notices, studies, reports, and other materials upon reasonable request of a Party.

(iv) Buyers’ Agent shall arrange for and provide to the Buyers’ Joint Project Committee any available studies, supplies or services as requested by the Buyers’ Joint Project Committee in connection with its consideration of any of the matters referred to in Section 5 of this Agreement.
(v) Buyers’ Agent, in performing its activities under this Agreement and the Purchase Agreement may use its own employees, equipment and facilities or arrange and reasonably contract for the performance thereof by other entities; provided that Buyer’s Agent shall inform any contractor so engaged of the existence of this Agreement and the limitations of the scope of Buyers’ Agent’s, and consequently contractor’s, authority under this Agreement and under the Purchase Agreement.

(vi) Buyers’ Agent shall prepare and submit to the Buyers’ Joint Project Committee its estimates of costs to be incurred in connection with its performance of activities as Buyers’ Agent as provided in Section 5 or pursuant to this Section 7 of this Agreement and under the Purchase Agreement.

(vii) Buyers’ Agent shall furnish upon request by the Buyers’ Joint Project Committee or any Joint Committee Representative any other reasonable assistance or services and any information reasonably available pertaining to the matters to be considered by the Buyers’ Joint Project Committee.

(viii) In performing its activities and responsibilities as provided in Section 5 or pursuant to this Section 7 of this Agreement and under the Purchase Agreement, Buyers’ Agent shall comply with any and all applicable laws and regulations.
7.2 From time to time, Buyers’ Agent may submit to each Buyer a bill for payment by such Buyer of its proportionate share equal to its Percentage of SB 859 Capacity of costs and expenses incurred, by the Buyers’ Agent. Buyer’s Agent shall bill each Buyer by the fifth (5th) day of a month for any costs and expenses that may have been incurred in the preceding month, but may include other costs and expenses incurred within the preceding ninety (90) days that have not previously been billed to Buyers. Each Buyer shall pay or cause to be paid the amount of such bill within 30 days after receipt thereof.

7.3 Buyer’s Agent shall, within 30 days after Buyer’s Agent’s receipt thereof, pay each Buyer such Buyer’s proportionate share, equal to its Percentage of SB 859 Capacity, of all revenues actually received by Buyer’s Agent acting on behalf of the Buyers under the Purchase Agreement and hereunder.

7.4 If a Party fails to pay any amount when due hereunder, interest shall accrue, to the extent permitted by law, at a rate equal to the Interest Rate as defined in the Purchase Agreement until payment is made.

7.5 At such reasonable times as shall be requested by a Buyer or Buyers, the books and records of the Buyers’ Agent relevant to the costs and expenses incurred by Buyer’s Agent and the revenues received by Buyer’s Agent, in each case acting on Buyers’ behalf under the Purchase Agreement and hereunder, shall be subject to audit by or on behalf of such Buyer or Buyers, at such Buyer or Buyers’ sole cost and expense.
7.6 Buyers’ Agent shall not receive any compensation for performance of activities under this Agreement or the Purchase Agreement, except that Buyers’ Agent shall be permitted to recoup any reasonable costs and expenses associated with the performance of such activities under the Purchase Agreement or hereunder, without markup unless approved in writing by the Buyers Joint Project Committee.

8. LIABILITY

8.1 The Parties agree that Buyer and Buyers’ Agent, and any of their respective past, present or future directors, officers, employees, board members, agents, attorneys or advisors (collectively, the “Released Parties”), shall be not liable to any other of the Released Parties for any claims, demands, liabilities, obligations, losses, damages (whether direct, indirect or consequential), penalties, fines, actions, loss of profits, judgments, orders, suits, costs, expenses (including attorneys’ fees and expenses) or disbursements of any kind or nature whatsoever in law, equity, under this Agreement, the Purchase Agreement or otherwise (hereinafter “Claim” or “Claims”) suffered by any Released Party as a result of the action or inaction, or performance or non-performance, by any of the other Released Parties under this Agreement or the Purchase Agreement, except to the extent a Claim is attributable to the gross negligence or willful misconduct of a Released Party, to be determined and established by a court of competent jurisdiction in a final, nonappealable order (except as may otherwise be agreed by all of the Parties, in writing). Notwithstanding
anything in the foregoing to the contrary, nothing contained in this Agreement shall be deemed to release any Party from its respective obligations under this Agreement or the Purchase Agreement, including such Party’s obligation to make payments required under this Agreement or the Purchase Agreement. In no event shall the provisions of this Section 8.1 be construed so as to relieve SCPPA, as the Buyers’ Agent, from any obligation it may have as a Buyer under this Agreement or the Purchase Agreement. It is also hereby recognized and agreed that no officers, employees, board members, agents, attorneys or advisors of any of the Released Parties shall be individually liable in respect of any undertakings by any of the Released Parties under this Agreement or the Purchase Agreement.

8.2 The exculpation provision set forth in Section 8.1 hereof shall apply to all types of Claims or actions including, but not limited to, claims or actions based on contract or tort. Notwithstanding the foregoing, a Party may protect and enforce its rights under this Agreement by a suit or suits in equity for specific performance of any obligation or duty of any other Party, and Buyers’ Agent may enforce by any legal means its right to payment for its costs in accordance with the terms of this Agreement.

9. RELATIONSHIP OF THE PARTIES

9.1 The covenants, obligations and liabilities of the Parties are intended to be several and not joint or collective and nothing herein contained shall ever be construed to create an association, joint venture, trust, partnership or
other legal entity, or to impose a trust or partnership covenant, obligation or liability on or with regard to any of the Parties. Each Party shall be individually responsible for its own covenants, obligations and liabilities under this Agreement.

9.2 This Agreement is for the benefit of the Parties and the SCPPA Participating Members. Each SCPPA Participating Member is an express and intended third-party beneficiary of this Agreement and may enforce its provisions as if the SCPPA Participating Member were a Party to the Agreement.

10. INDEMNITY AND RELATED MATTERS

10.1 SCPPA in its capacity as Buyers’ Agent under this Agreement shall be entitled to indemnification from the Buyers as set forth herein. To the extent permitted by law, each Buyer shall, proportionately in accordance with its Buyers’ Percentage of SB 859 Capacity, defend, indemnify and hold harmless the Buyers’ Agent and its officers, employees, agents, attorneys and advisors, past, present or future, when acting for the Buyers’ Agent (collectively, “Buyers’ Agent Indemnitees”), from and against any and all claims, demands, liabilities, obligations, losses, damages (whether direct, indirect or consequential), penalties, actions, loss of profits, judgments, orders, suits, costs, expenses (including attorneys’ fees and expenses) or disbursements of any kind or nature whatsoever in law, equity or otherwise (collectively, “Claims”) arising by reason of any actions, inactions, errors or omissions of Buyers’ Agent incident to the performance of this Agreement, except to the extent any Claim is attributable to the gross
negligence or willful misconduct of Buyers’ Agent or any of the Buyers’ Agent Indemnitees, as determined and established by a court of competent jurisdiction in a final, nonappealable order (except as may otherwise be agreed by all of the Parties, in writing). If one or more Buyers, with the Buyers’ Agent’s consent, shall defend any Buyers’ Agent Indemnitee, the Buyers’ Agent shall approve the selection of counsel, and the Buyers’ Agent shall further approve any settlement or disposition, such approval not to be unreasonably withheld. For the avoidance of doubt, all payments as and for indemnification by the Buyers under this Section 10.1, together with any other amount payable by the Buyers under this Section 10.1, shall constitute the individual costs of the Buyers under this Agreement.

10.2 For purposes of this Agreement, the rights, entitlements, obligations and liabilities of SCPPA, as Buyers’ Agent under this Agreement, shall not apply to or otherwise be affected by, and shall be deemed and interpreted to be legally separate from, the rights, entitlements, obligations, and liabilities of SCPPA as a Buyer under this Agreement and the Purchase Agreement.

11. DISPUTES

11.1 Dispute or Claim. Any action, claim or dispute which any Party may have against another Party or Parties arising out of or relating to this Agreement or the transactions contemplated hereunder, or the breach, termination or validity thereof (a “Dispute”) shall be submitted in writing to the other Parties. The written submission of any Dispute shall include a concise
statement of the question or issue in dispute together with a statement listing
the relevant facts and documentation that support the claim.

11.2 Good Faith Resolution. The Parties agree to cooperate in good faith to
attempt to achieve an expeditious resolution of a Dispute. Pending
resolution of a Dispute, unless otherwise provided for under this
Agreement, the Parties shall proceed diligently with the performance of
their respective obligations pursuant to the terms of this Agreement.

11.3 Informal Negotiation. The disputing Parties shall first attempt in good faith
to resolve any Dispute through informal negotiations by the Joint
Committee Representatives.

11.4 Arbitration. In the event the disputing Parties are unable to resolve the
Dispute through informal negotiations as described above, the disputing
Parties may elect to pursue the mediation of the Dispute by a mutually
agreeable mediator. If the disputing Parties so choose the Parties may elect
to voluntarily pursue arbitration pursuant to the rules of the Judicial
Arbitration and Mediation Service (JAMS) or American Arbitration
Association (AAA), or any other method chosen by the disputing Parties,
subject to the express prior written agreement of each of the disputing
Parties. Such written agreement may include the guidelines agreed upon by
the disputing Parties to be followed by such Parties in such arbitration or
dispute resolution prior to the commencement of such arbitration. No Party
shall be obligated to pursue arbitration over any other method of dispute
resolution.
11.5 Litigation Rights. In the event the disputing Parties are unable to satisfactorily resolve the Dispute within 30 days from the receipt of notice of the Dispute, subject to any extensions of time as may be mutually agreed upon in writing, or any arbitration or other agreement, any Party to the Dispute may initiate litigation in a court of law with jurisdiction located in Los Angeles County, California, which shall be the exclusive venue to litigate Disputes.

11.6 No Attorneys Fees. In the event any action is brought at law or in equity in any court or through any alternative dispute resolution process to enforce any provision of this Agreement, or for damages by reason of any alleged breach of this Agreement, the Parties mutually agree that each Party to this Agreement shall bear its own attorneys fees and costs.

12. GOVERNING LAW

This Agreement was made and entered into in the State of California and shall be governed by, interpreted and enforced in accordance with the laws of the State of California, without regard to conflict of law principles.

13. REPRESENTATION AND NOTICES

13.1 The Parties acknowledge that each Party was represented by counsel in the negotiation and execution of this Agreement, and any uncertainty or ambiguity in this Agreement shall not be interpreted against a Party on the basis that the Party drafted the language, but shall be interpreted according to the application of the rules on interpretation of contracts.
13.2 Any notice, demand, requisition or request shall be in writing and shall be
deemed properly served, given or made if delivered in person or sent by
overnight delivery service, by registered or certified mail, postage prepaid,
or by electronic mail, to the persons specified below:

Southern California Public Power Authority
1160 Nicole Court
Glendora, CA  91740
Attention: Executive Director
Telephone: (626) 793-9364
Email:  mwebster@scppa.org

Sacramento Municipal Utility District
Attention: Power Contracts Administration
P.O. Box 15830
Sacramento, CA 95852-1830
Telephone: (916) 732-6244
Email: PowerContractsAdmin@smud.org

Modesto Irrigation District
Attn: Power Scheduling Supervisor
Street: 1231 11th Street
City: Modesto, CA 95354
Phone: 209-557-1544
Email: amyb@mid.org

Turlock Irrigation District
If via USPS:
    Turlock Irrigation District
    Attention: Willie Manuel
    P.O. Box 949
    Turlock, CA 95381-0949
If via non-USPS:
    Turlock Irrigation District
    Attention: Willie Manuel
    333 East Canal Drive
    Turlock, CA 95380
Telephone: (209) 883-8348
Email: wgmanuel@tid.org

City of Riverside
Public Utilities General Manager
3901 Orange Street
14. SEVERABILITY.

In case any one or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid by a court of competent jurisdiction, it is the intention of each of the Parties hereto that such illegality or invalidity shall not affect any other provision hereof, but this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein unless a court holds that the provisions are not separable from all other provisions of this Agreement.

15. AMENDMENTS

The Parties acknowledge and agree that any amendment to this Agreement shall be in writing and duly executed by the Parties.

IN WITNESS WHEREOF, the Parties hereto have duly caused this Agreement to be executed on their respective behalves by their duly authorized representatives.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

Dated: ____________________ By:_____________________________________

SACRAMENTO MUNICIPAL UTILITY DISTRICT

Dated: ____________________ By:_____________________________________

MODESTO IRRIGATION DISTRICT
Appendix A*
Joint Committee Vote Percentages

**BUYERS’ PERCENTAGE OF SB 859 CAPACITY:**
**APPLICABLE MW SHARE**

Percentage of SB 859 Capacity

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Capacity (MW)</th>
<th>Percentage of SB 859 Capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td>SCPPA</td>
<td>6.8277 MW</td>
<td>62.07%</td>
</tr>
<tr>
<td>SMUD</td>
<td>2.5795 MW</td>
<td>23.45%</td>
</tr>
<tr>
<td>MID</td>
<td>0.6072 MW</td>
<td>5.52%</td>
</tr>
<tr>
<td>Riverside</td>
<td>0.4928 MW</td>
<td>4.48%</td>
</tr>
<tr>
<td>TID</td>
<td>0.4928 MW</td>
<td>4.48%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>11 MW</strong></td>
<td><strong>100.00%</strong></td>
</tr>
</tbody>
</table>

Applicable MW Share

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Capacity (MW)</th>
<th>% of Total Capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Anaheim</td>
<td>0.4928 MW</td>
<td>4.48%</td>
</tr>
<tr>
<td>Imperial Irrigation District</td>
<td>0.9108 MW</td>
<td>8.28%</td>
</tr>
<tr>
<td>LADWP</td>
<td>5.4241 MW</td>
<td>49.31%</td>
</tr>
<tr>
<td>SMUD</td>
<td>2.5795 MW</td>
<td>23.45%</td>
</tr>
<tr>
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<td><strong>11 MW</strong></td>
<td><strong>100.00%</strong></td>
</tr>
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</table>
This is to inform you that the Sacramento Municipal Utility District (SMUD) entered into a long-term contract for renewable energy on November____, 2020 (hereinafter referred to as “Power Purchase Agreement”). The Power Purchase Agreement information is as follows:

**Name of Counterparty:** Roseburg Forest Products Co.

**Name of Facility:** Weed Cogeneration Plant

**Location of Facility:** 98 Mill Street, Weed, CA 96094

**Technology/Fuel:** Biomass

**Nameplate Capacity of Facility:** 13.4 MW

**Product Description:** 11 MW of capacity in which the Seller will burn Senate Bill (SB) 859-compliant Tier 1 and Tier 2 high-hazard biomass fuels.

**Substitute energy allowed:** No

**Delivery Start Date:** January 1, 2021 (expected date of Commercial Operation)

**Delivery End Date:** The fifth anniversary of the date of Commercial Operation

**Further description of technology, if necessary:**
None

**Further description of facility output profile, if necessary:**
None

**Description of contract terms related to the provision of substitute energy, if necessary:**
None
Description of other relevant contract terms:

SMUD is one of five Buyers under the Power Purchase Agreement. The Buyers are procuring the capacity for local publicly owned electric utility compliance with SB-859. While the nameplate capacity of the Project facility is 13.4 MW, the Buyers are procuring a total of 11 MW. SMUD’s share of the contracted capacity amount is 2.5795 MW.

The transaction involves acquisition of capacity only and the Seller’s obligation to burn SB 859-compliant Tier 1 and Tier 2 biomass fuels during plant operation. Electric output of the facility is sold to PacifiCorp under a Qualifying Facility (QF) contract.

As a biomass-fueled facility, the Weed Cogeneration Plant is "determined to be compliant“ with the Commission's EPS regulations pursuant to 20 CCR § 2903(b)(2). SMUD respectfully requests that the Commission make a finding to that effect in its decision in this matter.
I, the official named below, certify under penalty of perjury, the following:

1. I am an agent of the Sacramento Municipal Utility District (SMUD) authorized by its governing board to sign this attestation on its behalf;

2. The SMUD Board of Directors has reviewed and approved in a public meeting both the covered procurement and the compliance filing described above;

3. Based on the SMUD Board of Director’s knowledge, information, and belief, the compliance filing does not contain a material misstatement or omission of fact;

4. Based on the SMUD Board of Director’s knowledge, information, or belief, the covered procurement complies with Title 20, Division 2, Chapter 11, Article 1 of the California Code of Regulations; and

5. The covered procurement contains a warranty by the Seller that the Project is and will remain EPS compliant for the duration of the Agreement and provides the Buyers with the right to terminate the Agreement in the event of breach of said warranty, including any Commission decision pursuant to Title 20, California Code of Regulations, section 2910, that the covered procurement fails to comply with Title 20, Division 2, Chapter 11, Article 1, of the California Code of Regulations.

Sacramento Municipal Utility District

By: __________________________________________

Paul Lau, CEO & General Manager

Date: November___, 2020
SSS No. Committee Meeting & Date
BOD 2020-029

BOARD AGENDA ITEM

SSS No. Committee Meeting & Date
BOD 2020-029

STAFFING SUMMARY SHEET

Board Meeting Date
November 19, 2020

1. Frankie McDermott
2. Stephen Clemons
3. 
4. 
5. 
6. 
7. 
8. 
9. Legal
10. CEO & General Manager

<table>
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<tr>
<th>Consent Calendar</th>
<th>x</th>
<th>Yes</th>
<th>No If no, schedule a dry run presentation.</th>
<th>Budgeted</th>
<th>Yes</th>
<th>No (If no, explain in Cost/Budgeted section.)</th>
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<tbody>
<tr>
<td>FROM (IPR) DEPARTMENT MAIL STOP EXT. Brandon Rose / Donna Lofton</td>
<td>Department</td>
<td>Board Office</td>
<td>MAIL STOP B307</td>
<td>EXT. 5079</td>
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REQUESTED ACTION:
Allow the Board of Directors an opportunity to discuss Board Officer positions for 2021.

SUMMARY:
The Directors will discuss and make recommendations for Board President and Vice President for January through December of the upcoming year.

BENEFITS:
Having this discussion will allow the directors a forum to voice their choices for President and Vice President for the upcoming year.

BOARD POLICY:
GP-5 Election of the Board President and Vice President states that the Board shall select a President and Vice President each year to preside over it. This discussion supports the governance process.

COST/BUDGETED:
N/A

ALTERNATIVES:
Not select Board Officers at this time.

AFFECTED PARTIES:
Board of Directors

COORDINATION:
Donna Lofton

PRESENTER:
Rob Kerth, Board President

ADDITIONAL LINKS:

SUBJECT:
Board Officers for 2021

ITEM NO. (FOR LEGAL USE ONLY)

ITEMS SUBMITTED AFTER DEADLINE WILL BE POSTPONED UNTIL NEXT MEETING.
<table>
<thead>
<tr>
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<td>1.</td>
<td>Frankie McDermott</td>
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<td>2.</td>
<td>Stephen Clemons</td>
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<td>3.</td>
<td>Brandy Bolden</td>
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<td>CEO &amp; General Manager</td>
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<tr>
<td>Rob Kerth / Donna Lofton</td>
<td>DEPARTMENT</td>
<td>Board Office</td>
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<td>MAIL STOP</td>
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<td>A310</td>
<td>5079</td>
<td>12/19/19</td>
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**NARRATIVE:**

**Requested Action:**
Enable the Board of Directors and Executive Staff an opportunity to review the Board Work Plan.

**Summary:**
The Board President reviews the Board Work Plan at the Policy Committee meeting to ensure agenda items support the work of the Board.

**Board Policy:** (Number & Title)
This review of the work plan supports GP-6 Role of the Board President which states that the Board President shall give progress reports on the Board’s work plan.

**Benefits:**
Reviewing the Work Plan allows the Board members and Executive staff to make changes to the Work Plan and Parking Lot items as necessary.

**Cost/Budgeted:**
N/A

**Alternatives:**
Not review the Work Plan at this time

**Affected Parties:**
Board and Executive staff

**Coordination:**
Donna Lofton

**Presenter:**
Rob Kerth, Board President

**Additional Links:**
<table>
<thead>
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<tbody>
<tr>
<td>1. Frankie McDermott</td>
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<tr>
<td>Laura Lewis</td>
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**NARRATIVE:**

**Requested Action:** Committee discussion and consensus on any directives provided to staff during the Committee meeting.

**Summary:** Wrap up period at the end of each committee meeting to summarize various Board member suggestions and requests that were made at the meeting in an effort to make clear the will of the Board. Energy Resources & Customer Services Committee Chair, Brandon Rose, will summarize Board member requests that come out of the committee presentations for this meeting.

**Board Policy:**

*GP-4, Agenda Planning states the Board will focus on the results the Board wants the organization to achieve.*

**Benefits:** Having an agendized opportunity to summarize the Board’s requests and suggestions that arise during the committee meeting will help clarify the will of the Board.

**Cost/Budgeted:** N/A

**Alternatives:** Not summarize the Board’s requests at this meeting.

**Affected Parties:** Board of Directors and Executive Staff

**Coordination:** Donna Lofton, Special Assistant to the Board

**Presenter:** Brandon Rose, Chair, Energy Resources & Customer Services Committee

**Additional Links:**

**Summary of Committee Direction**

*ITEM NO. (FOR LEGAL USE ONLY)*

*ITEMS SUBMITTED AFTER DEADLINE WILL BE POSTPONED UNTIL NEXT MEETING.*