



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

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Sheet 1

VIRTUAL NET ENERGY METERING FOR MULTI-TENANT AND MULTI-METER PROPERTIES
INTERCONNECTION AGREEMENT
FOR GENERATING FACILITIES SIZED GREATER THAN ONE MEGAWATT

Form 14-973

(To be inserted by utility)

Advice 3458-E
Decision 16-06-052

Issued by

Caroline Choi
Senior Vice President

(To be inserted by Cal. PUC)

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Resolution E-4850



**VIRTUAL NET ENERGY METERING
FOR MULTI-TENANT AND MULTI-METER PROPERTIES
INTERCONNECTION AGREEMENT FOR GENERATING FACILITIES
SIZED GREATER THAN ONE MEGAWATT**

This Virtual Net Energy Metering for Multi-Tenant and Multi-Meter Properties Interconnection Agreement (“Agreement”) is entered into by and between _____ (“Customer”), and Southern California Edison Company (“SCE”), sometimes also referred to jointly as “Parties” or individually as “Party.”

1. APPLICABILITY

This Agreement is applicable only to Customers with Generating Facilities sized greater than one megawatt (“MW”) who satisfy all requirements of SCE’s Schedule NEM-V-ST for multi-tenant and multi-meter virtual net energy metering.

2. SUMMARY OF GENERATING FACILITY AND CUSTOMER ACCOUNT

2.1 Generating Facility Identification Number: _____

2.2 Customer Meter Number: _____

2.3 Customer Service Account Number: _____

2.4 Applicable Rate Schedule: _____

2.5 Generating Facility Location: _____

2.5.1 This agreement is applicable only to the Generating Facility described below and installed at the above location. The Generating Facility may not be relocated or connected to SCE’s system at any other location without SCE’s express written permission.

2.5.2 This Agreement is applicable only to Renewable Electrical Generating Facilities, which includes biomass, solar thermal, photovoltaic, wind, geothermal, fuel cells (using renewable fuel), small hydroelectric generation, digester gas, municipal solid waste conversion, landfill gas, ocean wave, ocean thermal, or tidal current, and any additions or enhancements using such technology. Customers may be required to sign an affidavit certifying that the Generating Facility generates electricity from a renewable source listed in paragraph (1) of subdivision (a) of Section 25741 of the California Public Resources Code.

2.5.3 Renewable Electrical Generating Facilities using fuel cells, municipal solid waste conversion, and small hydroelectric generating will be required to sign an affidavit (Form 14-912) certifying the following criteria have been met:

- a) For purposes of this Agreement, qualifying “solid waste conversion” is defined pursuant to Public Resources Code Section 25741(b)(3).
- b) For purposes of qualifying under “fuel cell” using renewable fuels, the Generating Facility must use technology the California Public Utilities Commission (“Commission”) determines will achieve reductions in emissions of greenhouse gases and meet emissions requirements for eligibility for funding pursuant to the Self-Generation Incentive Programs.
- c) A “small hydroelectric” generating facility is not an eligible Generating Facility if it will cause an adverse impact on instream beneficial uses or cause a change in

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the volume or timing of streamflow.

- 2.6 Generating Facility Technology (technologies using the renewable resources reflected above): _____
- 2.7 Generating Facility Nameplate Rating (kW): _____
- 2.8 Generating Facility CEC-AC Rating or Equivalent (kW): _____
- 2.9 Estimated monthly energy production of Generating Facility (kWh): _____

3. GENERATING FACILITY INTERCONNECTION AND DESIGN REQUIREMENTS:

- 3.1 Customer will be responsible for the design, installation, operation, and maintenance of the Generating Facility and will obtain and maintain any required governmental authorizations and/or permits.
- 3.2 Customer shall be responsible for all applicable study costs as outlined in SCE's Electric Tariff Rule 21 – *Generating Facility Interconnections* ("Rule 21").
- 3.3 If the studies conducted pursuant to the applicable provisions of Rule 21 result in the need for upgrades to SCE's Distribution and/or Transmission System, SCE shall be afforded the time necessary to complete those upgrades before issuing written approval allowing the Customer to operate the Generating Facility. Costs for those upgrades and any necessary Interconnection Facilities shall be borne by the Customer, pursuant to the terms and conditions outlined in Attachments A and B of this Agreement.
- 3.4 The Generating Facility must meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers ("IEEE"), and accredited testing laboratories such as Underwriters Laboratories ("UL"), and, where applicable, rules of the Commission regarding safety and reliability. This requirement includes, but is not limited to the provisions of IEEE Standard 929, UL Standard 1741 and Rule 21.
- 3.5 The Generating Facility must have a warranty of at least 10 years for all equipment and the associated installation from the system provider. Warranties or service agreements conforming to requirements applicable to the Self-Generation Incentive Program ("SGIP") may be used for technologies eligible for the SGIP. In appropriate circumstances conforming to industry practice, this requirement may also rely on and be satisfied by manufacturers' warranties for equipment and separate contractors' warranties for workmanship (i.e., installation).
- 3.6 For Customers with solar Generating Facilities, all major solar system components (including PV panels and other generation equipment, inverters and meters) must be on the verified equipment list maintained by the California Energy Commission ("CEC"). Any other equipment, as determined by SCE, must be verified as having safety certification from a Nationally Recognized Testing Laboratory ("NRTL").
- 3.7 Customer shall not commence parallel operation of the Generating Facility until written approval has been provided to it by SCE.
- 3.8 SCE has the right to have a representative present at the final inspection made by the local authority having jurisdiction to inspect and approve the installation of the Generating Facility.

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Customer must notify SCE in accordance with the terms of Section 12 of this Agreement at least five (5) days before the inspection.

- 3.9 Customer cannot add generation capacity in excess of the ratings set forth in Sections 2.7 and 2.8 of this Agreement, or otherwise modify the Generating Facility without SCE's prior written consent.

4. METERING AND BILLING:

Metering requirements and billing procedures will be as provided in the SCE, Electric Service Provider's and/or Community Choice Aggregator's/Community Aggregator's rate schedule(s) applicable to the electric service account assigned to the location where the Generating Facility is connected.

5. DISCONNECTION, INTERRUPTION OR REDUCTION OF DELIVERIES:

- 5.1 SCE may, in its sole judgment, require Customer to interrupt or reduce the output of its Generating Facility under the following circumstances:

- (a) Whenever SCE deems it necessary to construct, install, maintain, repair, replace, remove, investigate, or inspect any of its equipment or any part of its electric system; or
- (b) Whenever SCE determines that curtailment, interruption, or reduction of Customer's electrical generation is otherwise necessary due to emergencies, forced outages, force majeure, or compliance with prudent electrical practices.

- 5.2 Notwithstanding any other provision of this Agreement, SCE reserves the right to require the immediate disconnect of the Generating Facility from SCE's electric system upon termination of this Agreement or at any time SCE determines the continued parallel operation of the Generating Facility may endanger the public or SCE personnel, or may affect the integrity of SCE's electric system or the quality of electric service provided to other customers. The Generating Facility must remain disconnected until SCE determines, in its sole judgment, that the condition(s) causing the disconnection have ended or have been corrected.

- 5.3 Whenever feasible, SCE will attempt to give Customer reasonable notice of the possibility that interruption or reduction of deliveries may be required.

- 5.4 Electrical energy and capacity provided to Customer during periods of curtailment or interruption of the output of the Generating Facility will be provided pursuant to the terms of the rate schedule(s) applicable to the electric service account to which the Generating Facility is connected.

6. ACCESS TO PREMISES:

SCE may enter Customer's premises at all times, without notice to Customer, for emergency purposes only:

- (a) To inspect Customer's protective devices or check meter(s); to ascertain there is no power flow; or
- (b) To disconnect the Generating Facility and/or service to Customer, whenever in SCE's sole opinion, a hazardous condition exists and such immediate action is necessary to protect persons, SCE's facilities, or property of others from damage or interference caused by the

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Generating Facility, or the absence or failure of properly operating protective devices.

SCE will make prior arrangements with the Customer for gaining emergency access to Customer's premises by obtaining keys to a lock box or a padlock or by making other mutually agreeable arrangements

7. INSURANCE

7.1 In connection with Customer's performance of its duties and obligations under this Agreement, Customer shall maintain, during the term of this Agreement, general liability insurance with a combined single limit of not less than two million dollars (\$2,000,000) for each occurrence.

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

7.2 The general liability insurance required in Section 7.1 shall, by endorsement to the policy or policies, (a) include SCE as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that SCE shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for payment of premium for such insurance; and provide for thirty (30) calendar days' written notice to SCE prior to cancellation, termination, alteration, or material change of such insurance.

7.3 Evidence of the insurance required in Section 7.2 shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by SCE.

7.4 Customer agrees to furnish any required certificates and endorsements to SCE prior to Parallel Operation. SCE shall have the right to inspect or obtain a copy of the original policy or policies of insurance.

7.5 If Customer is self-insured with an established record of self-insurance, Customer may comply with the following in lieu of Sections 7.1 through 7.3:

(a) Customer shall provide to SCE, at least thirty (30) calendar days prior to the date of Parallel Operation, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required under Section 7.1.

(b) If Customer ceases to self-insure to the level required hereunder, or if Customer is unable to provide continuing evidence of Customer's ability to self-insure, Customer agrees to immediately obtain the coverage required under Section 7.1.

7.6 All insurance certificates, statements of self-insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to the following:

Southern California Edison Company
Attention: NEM Program Administrator
SCE Customer Solar & Self Generation
P.O. Box 800
Rosemead, CA 91770

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8. INDEMNITY AND LIABILITY:

- 8.1 Each Party agrees to defend, hold harmless, and indemnify the other Party and the directors, officers, employees, and agents of the other Party against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand, or expense, including attorneys' fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with (a) the engineering, design, construction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of the indemnitor's facilities, or (b) the making of replacements, additions, betterments to, or reconstruction of the indemnitor's facilities. This indemnity will apply notwithstanding the active or passive negligence of the indemnitee, but it will not apply to loss, liability, damage, claim, cost, charge, demand, or expense resulting from a Party's sole negligence or willful misconduct.
- 8.2 The indemnitor must defend any suit asserting a claim covered by this indemnity and must pay all costs, including reasonable attorney fees, that may be incurred by the other Party in enforcing this indemnity, upon that other Party's request.
- 8.3 The provisions of this Section 8 cannot be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.
- 8.4 Except as otherwise provided in Section 8.1, neither Party will be liable to the other Party for consequential damages incurred by that Party.
- 8.5 Nothing in this Agreement creates any duty to, any standard of care with reference to, or any liability to any person who is not a Party to it.
- 8.6 Notwithstanding the provisions of Section 8.1, Customer will be responsible for protecting its Generating Facility from damage due to the electrical disturbances or faults caused by the operation, faulty operation, or non-operation of SCE's facilities, and SCE will not be liable for any such damage so caused.

9. GOVERNING LAW:

This Agreement must be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California.

10. CALIFORNIA PUBLIC UTILITIES COMMISSION:

- 10.1 This Agreement will at all times be subject to such changes or modifications by the Commission as the Commission may, from time to time, direct in the exercise of its jurisdiction.
- 10.2 Notwithstanding any other provisions of this Agreement, SCE has the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, or rule or any related agreement.

11. AMENDMENT, MODIFICATIONS, WAIVER OR ASSIGNMENT:

- 11.1 This Agreement may not be altered or modified by either of the Parties, except by an instrument in writing executed by each of them.

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- 11.2 None of the provisions of this Agreement will be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder will not be construed as a waiver of any such provisions or the relinquishment of any such right for the future, but the same will continue and remain in full force and effect.
- 11.3 This Agreement supersedes any existing agreement under which the Customer is currently operating the Generating Facility identified in Section 2 of this Agreement, and any such existing agreement will be deemed terminated as of the date this Agreement becomes effective.
- 11.4 This Agreement contains the entire agreement and understanding between the Parties, their agents, and employees as to its subject matter. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement.
- 11.5 This Agreement shall not be assigned if such assignment would cause the Generating Facility to not comply with the provisions of Public Utilities Code Section 2827.1. Neither Party has the right to voluntarily assign this Agreement or any of its rights or duties to another entity without the written consent of the other Party, which consent must not be unreasonably withheld. Any such assignment or delegation made without such written consent will be null and void.

12. NOTICES:

- 12.1 Any notice required under this Agreement must be in writing and mailed at any United States Post Office with postage prepaid and addressed to the Party, or personally delivered to the Party, at the address below. Changes in such designation may be made by notice similarly given. All written notices must be directed to the respective Parties as follows:

SOUTHERN CALIFORNIA EDISON COMPANY:

Attn: NEM Program Administrator
SCE Customer Solar & Self Generation
P.O. Box 800
Rosemead, CA 91770

CUSTOMER:

Account Name: _____

Mailing Address _____

Mailing City: _____ Mailing State: _____

Mailing Zip Code: _____

- 12.2 Customer's notices to SCE pursuant to this Section 12 must refer to the Generating Facility Identification Number that is provided in Section 2.1 of this Agreement.

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13. TERM AND TERMINATION OF AGREEMENT:

13.1 This Agreement will become effective when SCE issues written authorization to interconnect the Generating Facility after receipt of all required documents and payments, and will remain in effect from month to month unless terminated by either Party on thirty (30) days' prior written notice in accordance with Section 12.

13.2 This Agreement will terminate, without notice, upon: (a) termination of the electric distribution service provided to Customer by SCE; or (b) changes to Customer's electric load which cause Customer to no longer satisfy all requirements of the definition of an Eligible Generator as set forth in Schedule NEM-V-ST; or (c) termination of Customer's Virtual Net Energy Metering arrangements with SCE, its Electric Service Provider, Community Choice Aggregator and/or Community Aggregator.

14. TRANSITION PROVISIONS:

Customers receiving service on Schedule NEM-V-ST, or who have submitted all documentation necessary for receiving service on Schedule NEM-V-ST, are subject to the transition provisions as outlined therein.

15. SIGNATURES:

This Agreement may be executed in counterparts, and by Electronic Signature on the part of SCE and/or the Customer, and copies of a Party's signed signature page may be transmitted to the other Party by facsimile or other electronic means. Copies of the signature page so transmitted may be used for the purpose of enforcing the terms of this Agreement as though they were originals and will not be made inadmissible in any legal or regulatory proceeding concerning this Agreement on the basis of the Best Evidence Rule or similar rule of admissibility.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective as provided in Section 13.1 above.

CUSTOMER

SOUTHERN CALIFORNIA EDISON COMPANY

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

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ATTACHMENT A

Additional Terms and Conditions for Projects Requiring
Interconnection Facilities and/or Upgrades to SCE's Distribution and/or Transmission System

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Section 1. Cost Responsibility for Interconnection Facilities and Distribution Upgrades

1.1 Interconnection Facilities

- 1.1.1 The Customer shall pay for the cost of the Interconnection Facilities itemized in Attachment A-1 below and as provided, where applicable, in the Facilities Financing and Ownership Agreement (“FFOA”) incorporated as Attachment B below. SCE shall provide a best estimate cost, including a cost estimate pursuant to the Cost Envelope Option provisions of Rule 21, Section F.7, as applicable, including overheads and any applicable Income Tax Component of Contribution (ITCC), for the purchase and construction of its Interconnection Facilities and provide a detailed itemization of such costs. Costs associated with Interconnection Facilities may be shared with other entities that may benefit from such facilities by agreement of the Customer, such other entities, and SCE. Customers who elected the Cost Envelope Option will be subject to the provisions of Rule 21, Section F.7, as applicable, for the determination of actual costs. (N)
| (N)
- 1.1.2 The Customer shall be responsible for its share of all reasonable expenses, including overheads and any applicable ITCC, associated with (1) owning, operating, maintaining, repairing, and replacing its own Interconnection Facilities, and (2) operating, maintaining, repairing, and replacing SCE's Interconnection Facilities. (N)
(N)

1.2 Distribution Upgrades

- 1.2.1 No portion of this Section 1.2 shall apply unless the interconnection of the Generating Facility requires Distribution Upgrades.
- 1.2.2 SCE shall design, procure, construct, install, and own the Distribution Upgrades described in Attachment A-2 below and as provided, where applicable, in the FFOA incorporated as Attachment B below. If SCE and the Customer agree, the Customer may construct Distribution Upgrades that are located on land owned by the Customer. The actual cost of the Distribution Upgrades, including overheads and any applicable ITCC, shall be directly assigned to the Customer. Customers who elected the Cost Envelope Option will be subject to the provisions of Rule 21, Section F.7, as applicable, for the determination of actual costs. (N)
(N)

Section 2. Cost Responsibility for Network Upgrades

2.1 Applicability

No portion of this Section 2 shall apply unless the interconnection of the Generating Facility requires Network Upgrades.

2.2 Network Upgrades

SCE shall design, procure, construct, install, and own the Network Upgrades described in Attachment A-2 below and as provided, where applicable, in the FFOA incorporated as Attachment B below. If SCE and the Customer agree, the Customer may construct Network Upgrades that are located on land owned by the Customer. Unless SCE elects to pay for Network Upgrades, the actual cost of the Network Upgrades, including overheads, shall be borne by the Customer unless Section 2.2.1 directs otherwise.

2.2.1 Repayment of Amounts Advanced for Network Upgrades

To the extent that the CAISO Tariff, currently Section 14.3.2 of Appendix DD, provides for cash repayment to interconnection customers for contribution to the cost of Network Upgrades, the Customer shall be entitled to a cash repayment, equal to the total amount paid to SCE and Affected System operator, if any, for Network Upgrades, including any tax gross-up or other tax-related payments associated with the Network Upgrades, and not otherwise refunded to the Customer, to be paid to the Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, as payments are made under SCE's tariff and Affected System's tariff for transmission services with respect to the Generating Facility.

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Any repayment shall include interest calculated in accordance with the methodology set forth in FERC's regulations at 18 C.F.R. §35.19a(a)(2)(iii) from the date of any payment for Network Upgrades through the date on which the Customer receives a repayment of such payment pursuant to this subparagraph. The Customer may assign such repayment rights to any person. To the extent that the CAISO Tariff does not provide for cash repayment to interconnection customers for contribution to the cost of Network Upgrades, Customer is not entitled to a cash repayment for amounts paid to SCE and Affected System operator for Network Upgrades, and no cash repayment shall be made pursuant to this Agreement.

2.2.1.1 If the Customer is entitled to a cash repayment pursuant to Section 2.2.1, the Customer, SCE, and any applicable Affected System operators may adopt any alternative payment schedule that is mutually agreeable so long as SCE and said Affected System operators take one of the following actions no later than five years from the Commercial Operation Date: (1) return to the Customer any amounts advanced for Network Upgrades not previously repaid, or (2) declare in writing that SCE or any applicable Affected System operators will continue to provide payments to the Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, or develop an alternative schedule that is mutually agreeable and provides for the return of all amounts advanced for Network Upgrades not previously repaid; however, full reimbursement shall not extend beyond twenty (20) years from the Commercial Operation Date.

2.2.1.2 If the Generating Facility fails to achieve commercial operation, but it or another generating facility is later constructed and requires use of the Network Upgrades, SCE and Affected System operator shall at that time reimburse the Customer for the amounts advanced for the Network Upgrades if the Customer is entitled to a cash repayment pursuant to Section 2.2.1. Before any such reimbursement can occur, the Customer, or the entity that ultimately constructs the generating facility, if different, is responsible for identifying the entity to which reimbursement must be made.

2.3 Rights Under Other Agreements

Notwithstanding any other provision of this Agreement, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, transmission congestion rights, or transmission credits, that the Customer shall be entitled to, now or in the future, under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Network Upgrades, including the right to obtain cash reimbursements or transmission credits for transmission service that is not associated with the Generating Facility.

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Section 3. Billing, Payment, Milestones, and Financial Security

3.1 Billing and Payment Procedures and Final Accounting

SCE shall bill the Customer for the design, engineering, construction, and procurement costs, including any applicable ITCC and/or other taxes, of Interconnection Facilities and Distribution and/or Network Upgrades contemplated by this Agreement pursuant to the FFOA, or as otherwise agreed by the Parties.

3.2 Milestones

The Parties shall agree on milestones for which each Party is responsible and list them in Attachment A-3 below. A Party's obligations under this provision may be extended by agreement. If a Party anticipates that it will be unable to meet a milestone for any reason other than a Uncontrollable Force Event, it shall immediately notify the other Party of the reason(s) for not meeting the milestone and (1) propose the earliest reasonable alternate date by which it can attain this and future milestones, and (2) requesting appropriate amendments to Attachment A-3 below. The Party affected by the failure to meet a milestone shall not unreasonably withhold agreement to such an amendment unless it will suffer significant uncompensated economic or operational harm from the delay, (2) attainment of the same milestone has previously been delayed, or (3) it has reason to believe that the delay in meeting the milestone is intentional or unwarranted notwithstanding the circumstances explained by the Party proposing the amendment.

3.3 Financial Security Arrangements

At least 20 Business Days prior to the commencement of the design, procurement, installation, or construction of a discrete portion of SCE's Interconnection Facilities and Distribution and/or Network Upgrades, the Customer shall provide SCE, at the Customer's option, a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to SCE and is consistent with the Uniform Commercial Code of the jurisdiction where the Point of Interconnection is located. Such security for payment shall be in an amount sufficient to cover the costs for constructing, designing, procuring, and installing the applicable portion of the SCE's Interconnection Facilities and Distribution and/or Network Upgrades and shall be reduced on a dollar-for-dollar basis for payments made to SCE under this Agreement during its term. In addition:

3.3.1 The guarantee must be made by an entity that meets the creditworthiness requirements of SCE, and contain terms and conditions that guarantee payment of any amount that may be due from the Customer, up to an agreed-to maximum amount.

3.3.2 The letter of credit or surety bond must be issued by a financial institution or insurer reasonably acceptable to SCE and must specify a reasonable expiration date.

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Section 4. Taxes

4.1 Applicable Tax Laws and Regulation

The Parties agree to follow all applicable tax laws and regulations, consistent with Commission policy and Internal Revenue Service requirements.

4.2 Maintenance of Tax Status

Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in this Agreement is intended to adversely affect SCE's tax exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds.

Section 5. Environmental Releases

Each Party shall notify the other Party, first orally and then in writing, of the release of any hazardous substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall (1) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than 24 hours after such Party becomes aware of the occurrence, and (2) promptly furnish to the other Party copies of any publicly available reports filed with any governmental authorities addressing such events.

Section 6. Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

6.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall SCE be liable for the actions or inactions of the Customer or its subcontractors with respect to obligations of the Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

6.2 The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

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Section 7. Billing and Payment

Billings and payments shall be sent to the addresses set out below:

Customer: _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____

SCE: _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____

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Attachment A-1

**Description and Costs of the Generating Facility,
Interconnection Facilities, and Metering Equipment**

Equipment, including the Generating Facility, Interconnection Facilities, and metering equipment, shall be itemized and identified as being owned by the Customer or SCE. SCE will provide a best estimate itemized cost, including (N)
a cost estimate pursuant to the Cost Envelope Option provisions of Rule 21, Section F.7, if applicable, including (N)
overheads and any applicable ITCC, of its Interconnection Facilities and metering equipment, and a best estimate
itemized cost of the annual operation and maintenance expenses associated with its Interconnection Facilities and
metering equipment.

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Attachment A-2

Description of Distribution and/or Network Upgrades and Cost Responsibility

SCE shall describe the Distribution and/or Network Upgrades and provide an itemized best estimate of the cost, including a cost estimate pursuant to the Cost Envelope Option provisions of Rule 21, Section F.7, if applicable, including overheads and any applicable ITCC, of the Distribution and/or Network Upgrades and annual operation and maintenance expenses associated with such Distribution and/or Network Upgrades. SCE shall functionalize the upgrade costs and annual expenses as either transmission or distribution related. (N)

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Attachment A-3

Milestones

In-Service Date: _____

Critical milestones and responsibility as agreed to by the Parties:

	Milestone/Date	Responsible Party
(1)	_____	_____
(2)	_____	_____
(3)	_____	_____
(4)	_____	_____
(5)	_____	_____
(6)	_____	_____
(7)	_____	_____
(8)	_____	_____
(9)	_____	_____
(10)	_____	_____

Agreed to by:

For SCE: _____ Date: _____

For the Customer: _____ Date: _____

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Attachment B
(If Applicable)

FACILITIES FINANCING AND OWNERSHIP AGREEMENT
(Provided by SCE)