SERVICE AGREEMENT FOR WHOLESALE DISTRIBUTION SERVICE

Between

SOUTHERN CALIFORNIA EDISON COMPANY

And

COUNTY OF SANTA BARBARA

(Project: TAJIGUAS RESOURCE RECOVERY PROJECT ADF (SCE GFID8554))

Contract Effective Date: xx/xx/xx 905.1057.0 WDTxxx Tariff Record Proposed Effective Date: xx/xx/xx Version Number: 0.0.0

Option Code A

SERVICE AGREEMENT FOR WHOLESALE DISTRIBUTION SERVICE

- 1. This Service Agreement, dated as of <u>the date executed by the Distribution Customer</u>, is entered into, by and between Southern California Edison Company ("Distribution Provider"), and County of Santa Barbara ("Distribution Customer").
- 2. The Distribution Customer has been determined by the Distribution Provider to have a Completed Application for Distribution Service under the Tariff.
- 3. The Distribution Customer has provided to the Distribution Provider an Application deposit in the amount of \$997.00, in accordance with the provisions of Section 15.2 of the Tariff.
- 4. Service under this Service Agreement shall commence on the later of (1) 1/15/2020, or (2) the date on which construction of any Direct Assignment Facilities and/or Distribution System Upgrades specified in Sections 7.0 and 8.0 of the attached Specifications For Wholesale Distribution Service are completed and all additional requirements are met pursuant to Section 13.5 of the Tariff, or (3) such other date as it is permitted to become effective by the Commission. Service under this Service Agreement shall terminate on the earliest of the following to occur: (1) the termination date of the Distribution Customer's TAJIGUAS RESOURCE RECOVERY PROJECT ADF project CPUC-jurisdictional Generator Interconnection Agreement between Distribution Provider and Distribution Customer executed concurrently herewith ("GIA"), or (2) the date on which Distribution Provider terminates at Distribution Provider's option, subject to FERC acceptance, if prior to the Interconnection Facilities Completion date as defined in the GIA, the Distribution Provider learns that Distribution Customer has terminated its plan to complete and energize the TAJIGUAS RESOURCE RECOVERY PROJECT ADF project.

- 5. The Distribution Provider agrees to provide and the Distribution Customer agrees to take and pay for Distribution Service in accordance with the provisions of the Tariff and this Service Agreement.
- 6. Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Distribution Provider:

Southern California Edison Company

Transmission & Distribution

Manager, Grid Contract Management

P. O. Box 800

2244 Walnut Grove Avenue

Rosemead, California 91770

Telephone No. (626) 302-9640

E-mail: GridContractManagement@sce.com

Distribution Customer:

County of Santa Barbara Leslie Wells, Deputy Director 130 E. Victoria St. Santa Barbara, CA 93101 Telephone No. (805) 882-3611 E-mail: lwells@COSBPW.net

Copy to: IC Contractor MSB Investors, LLC John Dewey, CEO 17 Corporate Plaza, Ste. 200 Newport Beach, CA, 92660 Telephone No. (805) 259-9499 E-mail: john@deweygroup.com

7. The Tariff and attached Specifications For Wholesale Distribution Service are incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

SOUTHERN CALIFORNIA EDISON COMPANY

By: Jill Horswell

Title: Director, Grid Contracts Origination and

Operations

Date: Vocator

Mona Miyasato County Executive Officer Clerk of the Board	STEVE LAVAGNINO, CHAIR, BOARD OF SUPERVISORS
By:	By: Chair, Board of Supervisors
	Date:
RECOMMENDED FOR APPROVAL: Santa Barbara County Public Works Department	
By: Scott D. McGolpin Department Head, Public Works Director	
APPROVED AS TO FORM: FORM:	APPROVED AS TO ACCOUNTING
Michael C. Ghizzoni County Counsel	Betsy M. Shaffer, CPA Auditor-Controller
By: Deputy County Counsel	By:
APPROVED AS TO FORM: Risk Management	
By:Risk Management	

- Term of Transaction: <u>See Section 4 of the Service Agreement</u>
 Service Commencement Date: <u>See Section 4 of the Service Agreement</u>
 Termination Date: <u>See Section 4 of the Service Agreement</u>
- 2. For a Resource connected to the Distribution Provider's Distribution System, a description of capacity and energy to be transmitted by Distribution Provider and a five year forecast of monthly Generation: <u>Distribution Customer's TAJIGUAS RESOURCE RECOVERY</u>

 PROJECT ADF project as described in the GIA. Capacity shall be as specified in Section 6

 below. Distribution Customer shall provide Distribution Provider a five-year forecast of monthly Generation.
- 3. Point of Receipt: A tap on the Distribution Provider's Mist 16kV distribution line out of Capitan 66/16kV Substation.

Point of Delivery: <u>The ISO Grid at Distribution Provider's 220/66kV Bus at Goleta Substation.</u>

Receiving Party: The California Independent System Operator Corporation.

- 4. Description of Wholesale Distribution Load at the Point of Delivery (including a five year forecast of monthly load requirements): <u>Not Applicable.</u>
- 5. Interruptible Load amount (summer and winter), location and conditions/limitations (five year forecast): Not Applicable.
- 6. Capacity and energy to be transmitted.
 - 6.1 For Resources: <u>1.994 MW.</u>
 - 6.2 For Wholesale Distribution Load, the estimated peak load for informational purposes only: Not applicable.

- 7. Direct Assignment Facilities: <u>Provided for in the GIA.</u>
- 8. Distribution System Upgrades required prior to the commencement of service: <u>Provided</u> for in the GIA.
- 9. Real Power Loss Factors: <u>The factor set forth in Section 13.9 of the Tariff applicable to the output of Resources interconnected at distribution voltages below 50 kV and greater than or equal to 2 kV.</u>
- 10. Power Factor: The Distribution Customer is required to maintain its power factor within a range of 0.95 lagging to 0.95 leading (or, if so specified in the Service Agreement, a greater range), pursuant to Good Utility Practice. This provision recognizes that a Distribution Customer may provide reactive power support in accordance with Section 12.10 (Self Provision of Ancillary Services), of this Tariff. The operating power factor at the Point of Receipt shall be at unity unless Distribution Customer is otherwise notified by the Distribution Provider to maintain a specified voltage schedule while operating within the power factor range as specified above.
- 11. Distribution Service under this Agreement will be subject to the charges detailed below.
 - 11.1 Customer Charge: None.
 - Demand Charge: None, pursuant to Section 21.2.2 of the Tariff.
 - 11.3 Facilities Charge: <u>The monthly Interconnection Facilities Charge</u>
 and the monthly Distribution Upgrades Charge, as provided for under the
 CPUC-jurisdictional GIA.
 - 11.4 System Impact and/or Facilities Study Charge(s): None.
- 12. Letter of credit or alternative form of security to be provided and maintained by Distribution Customer pursuant to Sections 8 and 16.4 of the Tariff: Provided for in the GIA.