
 <b>California ISO</b>	Corporate Policy Information Security	Effective Date	04/15/2014
	<b>Network Connectivity Security Requirements and Agreement</b>	Version	4.0
Review By		03/16/2017	


Any Connected Entity (CE) requiring connection to California ISO networks via the Energy Communications Network (ECN) shall comply with the security requirements described below to ensure the integrity and protection of its networks and the confidentiality and integrity of information being transmitted.

1. Only authorized and properly authenticated CE personnel shall be allowed to use the hosts and workstations that are used to access California ISO networks.
2. The CE workstation or LAN(s) connecting to California ISO networks must be logically and/or physically isolated from other CE LANs and the Internet. Firewalls or other appropriate boundary security controls should be used.
3. The CE access points to the ECN must be configured to allow only those TCP/IP packets that are absolutely required and which originate from the specifically designated California ISO network access hosts, workstations and equipment.
4. Each party is responsible for protecting their internal networks from all unauthorized traffic via the external connections in accordance with the objectives in both the CAISO Information Security Requirements and NERC Cyber Security Standards.
5. As a matter of course, authorized and properly authenticated California ISO personnel shall conduct network problem diagnosis and administrative functions that include monitoring, scanning, and auditing of California ISO networks (and traffic to such California ISO networks) using manual and automated software tools or coordinated physical inspections. Such automated functions shall be conducted only from the California ISO sites. The California ISO shall have the right to obtain such information from the CE such that the California ISO can ensure that all CE infrastructure connections to California ISO networks are authorized, and that the CE has implemented appropriate firewall, patch, and anti-virus measures. Monitoring, scanning and auditing activities undertaken by the California ISO as to CE will be limited to the links between the CE and the California ISO networks. Furthermore, such monitoring, scanning and auditing activities shall be limited to ensuring compliance with this Network Connectivity Security Requirements Agreement and will be coordinated with designated members of the CE information security staff in advance. The CE expressly consents to such monitoring, scanning and auditing as described above. Any proprietary or other information of the CE obtained as a result of such monitoring, scanning, and auditing will be kept in strict confidence, will not be disclosed to third parties, and will be used by the California ISO only for the purposes set forth in this paragraph.
6. Each CE shall be responsible for any network activity that originates from or passes through its premises into the others network. If, in the course of conducting network problem diagnosis and administrative functions, the California ISO or the CE discovers evidence of possible malicious activity originating from its facilities, the party discovering such activity (the "Notifying Party") will immediately notify the other party and provide information as to such evidence (to the extent the Notifying Party determines that providing such information does not increase the likelihood of further malicious activity). The other party may ask for the Notifying Party's assistance in investigating the malicious activity and may request the Notifying Party to take additional precautionary measures if warranted. If this joint investigation reveals possible evidence of criminal activity, upon the written consent of the Notifying Party, that evidence will be provided to the appropriate law enforcement agency.
7. If, as a result of the joint investigation, a party claims that the malicious activity resulted from negligence on the part of the other party and if the claiming party wishes to pursue a remedy for any resulting damages, the parties involved agree to adhere to the dispute resolution procedures of section 13 of the ISO Tariff in connection with such claim.

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- 8. ISO Tariff Section 14, Force Majeure Indemnification and Limitations on Liability shall apply to all CAISO responsibilities stated herein.
- 9. ISO Tariff Section 22.8, Applicable Law and Form, and 22.9, Consistency with Federal Laws and Regulations, are incorporated herein by reference.

On behalf of the undersigned CE, I have read this Network Connectivity Security Requirements Agreement and agree to comply with them and read and review annually. These security requirements are in effect as of the date of connection.

Leslie Wells, Deputy Director	Santa Barbara County Department of Public Works	
Print Name and Title	Resource Owner Company Name	Division or Department
		4/13/21
Signature		Date

Where Applicable:

Tajiguas Resource Recovery 2	19GEN9665
Project Name	NRI/New Resource Interconnect ISO Internal Tracking #

Additional Comments:

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**CALIFORNIA INDEPENDENT SYSTEM  
OPERATOR CORPORATION**

**AND**

**Santa Barbara County Department of  
Public Works**

**PARTICIPATING GENERATOR  
AGREEMENT**

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## PARTICIPATING GENERATOR AGREEMENT (PGA)

**THIS AGREEMENT** is dated this 25<sup>th</sup> day of June, 2021, and is entered into, by and between:

(1) **Santa Barbara County Department of Public Works**, having its registered and principal place of business located at 130 E. Victoria Street, Suite 100, Santa Barbara, CA, 93101 (the "Participating Generator");

and

(2) **California Independent System Operator Corporation ("CAISO")**, a California nonprofit public benefit corporation having a principal executive office located at such place in the State of California as the CAISO Governing Board may from time to time designate.

The Participating Generator and the CAISO are hereinafter referred to as the "Parties".

**Whereas:**

- A.** The CAISO Tariff provides that the CAISO shall not accept Bids for Energy or Ancillary Services generated by any Generating Unit interconnected to the CAISO Controlled Grid, or to the Distribution System of a Participating TO or of a UDC otherwise than through a Scheduling Coordinator.
- B.** The CAISO Tariff further provides that the CAISO shall not be obliged to accept Bids relating to Generation from any Generating Unit interconnected to the CAISO Controlled Grid unless the relevant Generator undertakes in writing to the CAISO to comply with all applicable provisions of the CAISO Tariff.
- C.** The Participating Generator wishes to be able to submit Bids to the CAISO through a Scheduling Coordinator and, therefore, wishes to undertake to the CAISO that it will comply with the applicable provisions of the CAISO Tariff.
- D.** The Parties are entering into this Agreement in order to establish the terms and conditions on which the CAISO and the Participating Generator will discharge their respective duties and responsibilities under the CAISO Tariff.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, **THE PARTIES AGREE** as follows:

**ARTICLE I****DEFINITIONS AND INTERPRETATION**

1. **1.1 Master Definitions Supplement.** All capitalized terms and expressions used in this Agreement shall have the same meaning as those contained in the Master Definitions Supplement to the CAISO Tariff.
- 1.2 **Rules of Interpretation.** The following rules of interpretation and conventions shall apply to this Agreement:
  - (a) if there is any inconsistency between this Agreement and the CAISO Tariff, the CAISO Tariff will prevail to the extent of the inconsistency;
  - (b) the singular shall include the plural and vice versa;
  - (c) the masculine shall include the feminine and neutral and vice versa;
  - (d) “includes” or “including” shall mean “including without limitation”;
  - (e) references to a Section, Article or Schedule shall mean a Section, Article or a Schedule of this Agreement, as the case may be, unless the context otherwise requires;
  - (f) a reference to a given agreement or instrument shall be a reference to that agreement or instrument as modified, amended, supplemented or restated through the date as of which such reference is made;
  - (g) unless the context otherwise requires, references to any law shall be deemed references to such law as it may be amended, replaced or restated from time to time;
  - (h) unless the context otherwise requires, any reference to a “person” includes any individual, partnership, firm, company, corporation, joint venture, trust, association, organization or other entity, in each case whether or not having separate legal personality;
  - (i) unless the context otherwise requires, any reference to a Party includes a reference to its permitted successors and assigns;
  - (j) any reference to a day, week, month or year is to a calendar day, week, month or year; and
  - (k) the captions and headings in this Agreement are inserted solely to facilitate reference and shall have no bearing upon the interpretation of any of the terms and conditions of this Agreement.

## ARTICLE II

### ACKNOWLEDGEMENTS OF PARTICIPATING GENERATOR AND CAISO

- 2.1 CAISO Responsibility.** The Parties acknowledge that the CAISO is responsible for the efficient use and reliable operation of the CAISO Controlled Grid consistent with achievement of planning and Operating Reserve criteria no less stringent than those established by the Western Electricity Coordinating Council and the North American Electric Reliability Corporation and further acknowledges that the CAISO may not be able to satisfy fully these responsibilities if the Participating Generator fails to fully comply with all of its obligations under this Agreement and the CAISO Tariff.
- 2.2 Scope of Application to Parties.** The Participating Generator and CAISO acknowledge that all Generators, except those specified in Section 2.2.1 of this Agreement, wishing to submit Bids to the CAISO through a Scheduling Coordinator must sign this Agreement in accordance with Section 4.6 of the CAISO Tariff.
- 2.2.1 Exemption for Certain Generators.** A Generator with an Existing QF Contract with a UDC is not required to sign a Participating Generator Agreement if: (a) the Generator sells all of its Energy (excluding any Energy consumed by auxiliary Load equipment electrically connected to that Generator's Generating Unit at the same point) and Ancillary Services to the UDC; (b) the Generator sells any Energy through "over the fence" arrangements as authorized under Section 218(b) of the California Public Utilities Code; or (c) the Generator employs landfill gas technology for the generation of electricity as authorized under 218(c) of the California Public Utilities Code.

## ARTICLE III

### TERM AND TERMINATION

- 3.1 Effective Date.** This Agreement shall be effective as of the later of the date it is executed by the Parties or the date accepted for filing and made effective by FERC, if such FERC filing is required, and shall remain in full force and effect until terminated pursuant to Section 3.2 of this Agreement.
- 3.2 Termination**
- 3.2.1 Termination by CAISO.** Subject to Section 5.2, the CAISO may terminate this Agreement by giving written notice of termination in the event that the Participating Generator commits any material default under this Agreement and/or the CAISO Tariff which, if capable of being remedied, is not remedied within thirty (30) days after the CAISO has given, to the Participating Generator,

written notice of the default, unless excused by reason of Uncontrollable Forces in accordance with Article X of this Agreement. With respect to any notice of termination given pursuant to this Section, the CAISO must file a timely notice of termination with FERC, if this Agreement was filed with FERC, or must otherwise comply with the requirements of FERC Order No. 2001 and related FERC orders. The filing of the notice of termination by the CAISO with FERC will be considered timely if: (1) the filing of the notice of termination is made after the preconditions for termination have been met, and the CAISO files the notice of termination within sixty (60) days after issuance of the notice of default; or (2) the CAISO files the notice of termination in accordance with the requirements of FERC Order No. 2001. This Agreement shall terminate upon acceptance by FERC of such a notice of termination, if filed with FERC, or thirty (30) days after the date of the CAISO's notice of default, if terminated in accordance with the requirements of FERC Order No. 2001 and related FERC orders.

**3.2.2 Termination by Participating Generator.** In the event that the Participating Generator no longer wishes to submit Bids and transmit Energy over the CAISO Controlled Grid, it may terminate this Agreement, on giving the CAISO not less than ninety (90) days written notice, provided, however, that in accordance with Section 4.1.3, the Participating Generator may modify Schedule 1 to eliminate Generating Units which it no longer owns or no longer has contractual entitlement to and such modification shall be effective upon receipt by the CAISO. With respect to any notice of termination given pursuant to this Section, the CAISO must file a timely notice of termination with FERC, if this Agreement has been filed with FERC, or must otherwise comply with the requirements of FERC Order No. 2001 and related FERC orders. The filing of the notice of termination by the CAISO with FERC will be considered timely if: (1) the request to file a notice of termination is made after the preconditions for termination have been met, and the CAISO files the notice of termination within thirty (30) days of receipt of such request; or (2) the CAISO files the notice of termination in accordance with the requirements of FERC Order No. 2001. This Agreement shall terminate upon acceptance by FERC of such a notice of termination, if such notice is required to be filed with FERC, or upon ninety (90) days after the CAISO's receipt of the Participating Generator's notice of termination, if terminated in accordance with the requirements of FERC Order No. 2001 and related FERC orders.

## ARTICLE IV

### GENERAL TERMS AND CONDITIONS

#### 4.1 Generating Units

**4.1.1 Identification of Generating Units.** The Participating Generator has identified

the Generating Units that it owns, operates or has a contractual entitlement to in Schedule 1, as required by Section 4.6.4 of the CAISO Tariff.

**4.1.2 Technical Characteristics.** The Participating Generator has provided to the CAISO in Schedule 1 the required information regarding the capacity and operating characteristics of each of the Generating Units listed in that schedule. Pursuant to Sections 8.9 and 8.10 of the CAISO Tariff, the CAISO may verify, inspect and test the capacity and operating characteristics provided in Schedule 1.

**4.1.3 Notification of Changes.** Sixty (60) days prior to changing any technical information in Schedule 1, the Participating Generator shall notify the CAISO of the proposed changes. Pursuant to Sections 8.9 and 8.10 of the CAISO Tariff, the CAISO may verify, inspect and test the capacity and operating characteristics provided in the revised Schedule 1. The CAISO shall post on the CAISO Website a schedule showing, for at least one year in advance: (i) the proposed dates on which the CAISO's Master File will be updated, which dates shall occur at least every three months; (ii) the dates on which the information contained in the revised Master File will become effective; and (iii) the deadlines by which changed technical information must be submitted to the CAISO in order to be tested and included in the next scheduled update of the CAISO's Master File. Unless the Participating Generator fails to test at the values in the proposed change(s), the change will become effective upon the effective date for the next scheduled update of the Master File, provided the Participating Generator submits the changed information by the applicable deadline and is tested by the deadline. Subject to such notification this Agreement shall not apply to any generating unit identified in Schedule 1 which the Participating Generator no longer owns or no longer has contractual entitlement to.

**4.2 Agreement Subject to CAISO Tariff.** The Parties will comply with all applicable provisions of the CAISO Tariff. This Agreement shall be subject to the CAISO Tariff which shall be deemed to be incorporated herein.

### **4.3 Obligations Relating to Ancillary Services**

**4.3.1 Submission of Bids.** When the Scheduling Coordinator on behalf of the Participating Generator submits a Bid, the Participating Generator will, by the operation of this Section 4.3.1, warrant to the CAISO that it has the capability to provide that service in accordance with the CAISO Tariff and that it will comply with CAISO Dispatch Instructions for the provision of the service in accordance with the CAISO Tariff.

**4.3.2 Certification.** The Participating Generator shall not use a Scheduling Coordinator to submit a Bid for the provision of an Ancillary Service or submit a Submission to Self-Provide an Ancillary Service unless the Scheduling Coordinator serving that Participating Generator is in possession of a current



certificate pursuant to Sections 8.3.4 and 8.4 of the CAISO Tariff.

#### **4.4 Obligations relating to Major Incidents**

**4.4.1 Major Incident Reports.** The Participating Generator shall promptly provide such information as the CAISO may reasonably request in relation to major incidents, in accordance with Section 4.6.7.3 of the CAISO Tariff.

### **ARTICLE V**

#### **PENALTIES AND SANCTIONS**

- 5.1 Penalties.** If the Participating Generator fails to comply with any provisions of this Agreement, the CAISO shall be entitled to impose penalties and sanctions on the Participating Generator. No penalties or sanctions may be imposed under this Agreement unless a Schedule or CAISO Tariff provision providing for such penalties or sanctions has first been filed with and made effective by FERC. Nothing in the Agreement, with the exception of the provisions relating to the CAISO ADR Procedures, shall be construed as waiving the rights of the Participating Generator to oppose or protest any penalty proposed by the CAISO to the FERC or the specific imposition by the CAISO of any FERC-approved penalty on the Participating Generator.
- 5.2 Corrective Measures.** If the Participating Generator fails to meet or maintain the requirements set forth in this Agreement and/or the CAISO Tariff, the CAISO shall be permitted to take any of the measures, contained or referenced in the CAISO Tariff, which the CAISO deems to be necessary to correct the situation.

### **ARTICLE VI**

#### **COSTS**

- 6.1 Operating and Maintenance Costs.** The Participating Generator shall be responsible for all its costs incurred in connection with operating and maintaining the Generating Units identified in Schedule 1 for the purpose of meeting its obligations under this Agreement.

### **ARTICLE VII**

#### **DISPUTE RESOLUTION**

- 7.1 Dispute Resolution.** The Parties shall make reasonable efforts to settle all disputes arising out of or in connection with this Agreement. In the event any dispute is not settled, the Parties shall adhere to the CAISO ADR Procedures set forth in Section 13 of the CAISO Tariff, which is incorporated by reference, except that any reference in Section 13 of the CAISO Tariff to Market Participants shall be read as a reference to the Participating Generator and references to the CAISO Tariff shall be read as references to this Agreement.

## ARTICLE VIII

### REPRESENTATIONS AND WARRANTIES

- 8.1 Representation and Warranties.** Each Party represents and warrants that the execution, delivery and performance of this Agreement by it has been duly authorized by all necessary corporate and/or governmental actions, to the extent authorized by law.
- 8.2 Necessary Approvals.** The Participating Generator represents that all necessary leases, approvals, permits, licenses, easements, rights of way or access to install, own and/or operate its Generating Units have been or will be obtained by the Participating Generator prior to the effective date of this Agreement.

## ARTICLE IX

### LIABILITY

- 9.1 Liability.** The provisions of Section 14 of the CAISO Tariff will apply to liability arising under this Agreement, except that all references in Section 14 of the CAISO Tariff to Market Participants shall be read as references to the Participating Generator and references to the CAISO Tariff shall be read as references to this Agreement.

## ARTICLE X

### UNCONTROLLABLE FORCES

- 10.1 Uncontrollable Forces Tariff Provisions.** Section 14.1 of the CAISO Tariff shall be incorporated by reference into this Agreement except that all references in Section 14.1 of the CAISO Tariff to Market Participants shall be

read as a reference to the Participating Generator and references to the CAISO Tariff shall be read as references to this Agreement.

## ARTICLE XI

### MISCELLANEOUS

- 11.1 Assignments.** Either Party may assign or transfer any or all of its rights and/or obligations under this Agreement with the other Party's prior written consent in accordance with Section 22.2 of the CAISO Tariff. Such consent shall not be unreasonably withheld. Any such transfer or assignment shall be conditioned upon the successor in interest accepting the rights and/or obligations under this Agreement as if said successor in interest was an original Party to this Agreement.
- 11.2 Notices.** Any notice, demand or request which may be given to or made upon either Party regarding this Agreement shall be made in accordance with Section 22.4 of the CAISO Tariff, provided that all references in Section 22.4 of the CAISO Tariff to Market Participants shall be read as a reference to the Participating Generator and references to the CAISO Tariff shall be read as references to this Agreement, and unless otherwise stated or agreed shall be made to the representative of the other Party indicated in Schedule 3. A Party must update the information in Schedule 3 of this Agreement as information changes. Such changes shall not constitute an amendment to this Agreement.
- 11.3 Waivers.** Any waiver at any time by either Party of its rights with respect to any default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Agreement. Any delay, short of the statutory period of limitations, in asserting or enforcing any right under this Agreement shall not constitute or be deemed a waiver of such right.
- 11.4 Governing Law and Forum.** This Agreement shall be deemed to be a contract made under, and for all purposes shall be governed by and construed in accordance with, the laws of the State of California, except its conflict of law provisions. The Parties irrevocably consent that any legal action or proceeding arising under or relating to this Agreement to which the CAISO ADR Procedures do not apply, shall be brought in any of the following forums, as appropriate: any court of the State of California, any federal court of the United States of America located in the State of California, or, where subject to its jurisdiction, before the Federal Energy Regulatory Commission.
- 11.5 Consistency with Federal Laws and Regulations.** This Agreement shall incorporate by reference Section 22.9 of the CAISO Tariff as if the references

to the CAISO Tariff were referring to this Agreement.

- 11.6 Merger.** This Agreement constitutes the complete and final agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter.
- 11.7 Severability.** If any term, covenant, or condition of this Agreement or the application or effect of any such term, covenant, or condition is held invalid as to any person, entity, or circumstance, or is determined to be unjust, unreasonable, unlawful, imprudent, or otherwise not in the public interest by any court or government agency of competent jurisdiction, then such term, covenant, or condition shall remain in force and effect to the maximum extent permitted by law, and all other terms, covenants, and conditions of this Agreement and their application shall not be affected thereby, but shall remain in force and effect and the Parties shall be relieved of their obligations only to the extent necessary to eliminate such regulatory or other determination unless a court or governmental agency of competent jurisdiction holds that such provisions are not separable from all other provisions of this Agreement.
- 11.8 [NOT USED]**
- 11.9 Amendments.** This Agreement and the Schedules attached hereto may be amended from time to time by the mutual agreement of the Parties in writing. Amendments that require FERC approval shall not take effect until FERC has accepted such amendments for filing and made them effective. Nothing contained herein shall be construed as affecting in any way the right of the CAISO to unilaterally make application to FERC for a change in the rates, terms and conditions of this Agreement under Section 205 of the FPA and pursuant to FERC's rules and regulations promulgated thereunder, and the Participating Generator shall have the right to make a unilateral filing with FERC to modify this Agreement pursuant to Section 206 or any other applicable provision of the FPA and FERC's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of FERC under Sections 205 or 206 of the FPA and FERC's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.
- 11.10 Counterparts.** This Agreement may be executed in one or more counterparts at different times, each of which shall be regarded as an original and all of which, taken together, shall constitute one and the same Agreement.



**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed on behalf of each by and through their authorized representatives as of the date hereinabove written.

**California Independent System Operator Corporation**

By: DocuSigned by:  
Neil Millar  
9236FA183EA64FB...

Name: Neil Millar

Title: Vice President Infrastructure and Ops Planning

Date: 6/25/2021

**Santa Barbara County Department of Public Works**

By: DocuSigned by:  
Leslie Wells  
60F32762568E417...

Name: Leslie wells

Title: Deputy Director

Date: 6/24/2021



**SCHEDULE 1**  
**Section 1: Technical Characteristics of Participating Generator Units**  
 Santa Barbara County Department of Public Works

Resource Name(Generating Unit)	CAISO Resource ID	Type Of Unit	Primary Fuel Type	Resource Maximum Operating Value <sup>1,2</sup> (PMax MW)	Resource Minimum Operating Value <sup>1,3</sup> (PMin MW)	Hybrid (Y/N)	Co-Located (Y/N)	ACC ID / ACC Limits (if unit is Co-Located) Maximum & Minimum Operating Value <i>must</i> be provided if Co-Located	Net capacity to the CAISO Controlled (MW)	Limitations (That affect technical characteristics and performance of the unit - include those not captured in the GRDT)
Tajiguas Resource Recovery 2	GOLETA_6_TR2BM2	Biomass	Biomass	1,994		N	N		1,994	
<p><b>1. Current effective values for purposes of submitting Self-Schedules and Bids for Energy and/or Ancillary Services in the CAISO Markets may differ from those set forth in this Schedule 1, depending on the results of CAISO performance testing pursuant to Sections 8.9, 8.10 and Appendix K: Ancillary Services Requirements Protocol of the CAISO Tariff. This and other values are subject to certification by the CAISO in accordance with Section 4.3.2 of the Participating Generator Agreement and the CAISO Tariff. More detailed Generating Unit operating data must be provided at a time and in a format specified by the CAISO in response to CAISO requests pursuant to CAISO Tariff Sections 4.6.4 and 4.6.7.1 and 30.</b></p> <p><b>2. The maximum allowable capability when the resource is operating.</b></p> <p><b>3. The maximum allowable charging level when the resource is operating, if applicable. The value will be 0 for non-storage generating type.</b></p>										

**SCHEDULE 1**  
**Section 2: Limitations**  
**Santa Barbara County Department of Public Works**

<b>Resource ID</b>	<b>Description Limitation</b>
GOLETA_6_TR2BM2	

**SCHEDULE 2**

**CAISO IMPOSED PENALTIES AND SANCTIONS**

**Section 5.1**

**TO BE INSERTED UPON FERC APPROVAL**



**SCHEDULE 3****NOTICES****(Section 11.2)****Participating Generator**

Name of Primary Representative: Trevor Leiphardt  
Title: Project Manager  
Company: MSB Investors, LLC  
Address: 130 E. Victoria Street, Suite 100  
City/State/Zip Code: Santa Barbara CA 93101  
Email Address: trevor@deweygroup.com  
Phone: (949)701-2972  
Fax: N/A

Name of Alternative Representative: John Dewey  
Title: CEO  
Company: MSB Investors, LLC  
Address: 130 E. Victoria Street, Suite 100  
City/State/Zip Code: Santa Barbara CA 93101  
Email Address: john@deweygroup.com  
Phone: (805)259-9499  
Fax: N/A

**CAISO**

Name of Primary Representative: Regulatory Contracts  
Title: N/A  
Address: 250 Outcropping Way  
City/State/Zip Code: Folsom, CA 95630  
Email address: RegulatoryContracts@caiso.com  
Phone: (916) 351-4400  
Fax: (916) 608-5063

Name of Alternative Representative: Christopher J. Sibley  
Title: Manager, Regulatory Contracts  
Address: 250 Outcropping Way  
City/State/Zip Code: Folsom, CA 95630  
Email address: csibley@caiso.com  
Phone: (916) 608-7030  
Fax: (916) 608-5063

**CALIFORNIA INDEPENDENT SYSTEM  
OPERATOR CORPORATION**

**AND**

**Santa Barbara County Department of Public  
Works**

**METER SERVICE AGREEMENT  
FOR CAISO METERED ENTITIES**

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## **METER SERVICE AGREEMENT FOR CAISO METERED ENTITIES**

**THIS AGREEMENT** is dated this 25<sup>th</sup> day of June, 2021, and is entered into, by and between:

(1) **Santa Barbara County Department of Public Works**, having its registered and principal place of business located at 130 E. Victoria Street, Suite 100, Santa Barbara CA 93101 (the “CAISO Metered Entity”);

and

(2) **California Independent System Operator Corporation (“CAISO”)**, a California nonprofit public benefit corporation having a principal executive office located at such place in the State of California as the CAISO Governing Board may from time to time designate.

The CAISO Metered Entity and the CAISO are hereinafter referred to as the “Parties”.

### **Whereas:**

- A.** Section 10 of the CAISO Tariff requires the CAISO to establish meter service agreements with CAISO Metered Entities for the collection and transfer of Meter Data.
- B.** Section 10 of the CAISO Tariff further provides that a CAISO Metered Entity shall certify its revenue quality meters and Section 10 provides that CAISO Metered Entities shall make Meter Data available to RMDAPS.
- C.** The Parties are entering into this Agreement in order to establish the terms and conditions upon which the CAISO and the CAISO Metered Entity shall discharge their respective duties and responsibilities pursuant to this Agreement, and the CAISO Tariff
- D.** All obligations and responsibilities included in this Agreement may be set forth in further detail in the CAISO Tariff.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, **THE PARTIES AGREE** as follows:

## ARTICLE I

### DEFINITIONS AND INTERPRETATION

- 1.1 Master Definitions Supplement.** Unless defined in Section 1.2 of this Agreement, all terms and expressions used in this Agreement shall have the same meaning as those contained in the Master Definitions Supplement to the CAISO Tariff.
- 1.2 Special Definitions for this Agreement.** In this Agreement, the following words and expressions shall have the meanings set forth below:
- 1.2.1 “Authorized Users”** means users authorized by the CAISO Metered Entity to access the Meter Data of that CAISO Metered Entity held by the CAISO.
- 1.3 Rules of Interpretation.** The following rules of interpretation and conventions shall apply to this Agreement:
- (a) if there is any inconsistency between this Agreement and the CAISO Tariff, the CAISO Tariff will prevail to the extent of the inconsistency;
  - (b) the singular shall include the plural and vice versa;
  - (c) the masculine shall include the feminine and neutral and vice versa;
  - (d) “includes” or “including” shall mean “including without limitation”;
  - (e) references to a section, article or schedule shall mean a section, article or a schedule of this Agreement, as the case may be, unless the context otherwise requires;
  - (f) a reference to a given agreement or instrument shall be a reference to that agreement or instrument as modified, amended, supplemented or restated through the date as of which such reference is made;
  - (g) unless the context otherwise requires, references to any law shall be deemed references to such law as it may be amended, replaced or restated from time to time;
  - (h) unless the context otherwise requires, any reference to a “person” includes any individual, partnership, firm, company, corporation, joint venture, trust, association, organization or other entity, in each case whether or not having separate legal personality;
  - (i) unless the context otherwise requires, any reference to a Party includes a reference to its permitted successors and assigns;
  - (j) any reference to a day, week, month or year is to a calendar day, week,

month or year;

- (k) the captions and headings in this Agreement are inserted solely to facilitate reference and shall have no bearing upon the interpretation of any of the terms and conditions of this Agreement; and
- (l) references to the CAISO Tariff and other CAISO Documents shall be interpreted in accordance with any exceptions or exemptions to such as may have been granted by the CAISO.

## ARTICLE II

### TERM AND TERMINATION

**2.1 Effective Date.** This Agreement shall be effective as of the later of the date of execution of this Agreement, or the date it is accepted and made effective by FERC, if such FERC filing is required, and shall remain in full force and effect until terminated by operation of law or pursuant to Section 2.2 of this Agreement.

#### 2.2 Termination

**2.2.1 Termination by CAISO.** Subject to Section 4.2, the CAISO may terminate this Agreement by giving written notice of termination in the event that the CAISO Metered Entity commits any default under this Agreement and/or the CAISO Tariff which, if capable of being remedied, is not remedied within thirty (30) days after the CAISO has given it written notice of the default, unless excused by reason of Uncontrollable Force in accordance with Section 14.1 of the CAISO Tariff. With respect to any notice of termination given pursuant to this Section, the CAISO must file a timely notice of termination with FERC, if this Agreement was filed with FERC, or must otherwise comply with the requirements of FERC Order No. 2001 and related FERC orders. The filing of the notice of termination by the CAISO with FERC will be considered timely if: (1) the filing of the notice of termination is made after the preconditions for termination have been met, and the CAISO files the notice of termination within sixty (60) days after issuance of the notice of default; or (2) the CAISO files the notice of termination in accordance with the requirements of FERC Order No. 2001. This Agreement shall terminate upon acceptance by FERC of such notice of termination, if filed with FERC, or thirty (30) days after the date of the CAISO's notice of default, if terminated in accordance with the requirements of FERC Order No. 2001 and related FERC orders.

**2.2.2 Termination by CAISO Metered Entity.** In the event that the CAISO Metered Entity wishes to terminate this Agreement, CAISO Metered Entity shall give the CAISO not less than ninety (90) days written notice. With respect to any notice of termination given pursuant to this Section, the CAISO must file a timely notice of termination with FERC, if this Agreement has been filed with FERC, or must otherwise comply with the requirements of FERC Order No. 2001 and related

FERC orders. The filing of the notice of termination by the CAISO with FERC will be considered timely if: (1) the request to file a notice of termination is made after the preconditions for termination have been met, and the CAISO files the notice of termination within thirty (30) days of receipt of such request; or (2) the CAISO files the notice of termination in accordance with the requirements of FERC Order No. 2001. This Agreement shall terminate upon acceptance by FERC of such notice of termination, if such notice is required to be filed with FERC, or upon ninety (90) days after the CAISO's receipt of the CAISO Metered Entity's notice of termination, if terminated in accordance with the requirements of FERC Order No. 2001 and related FERC orders.

### ARTICLE III

#### GENERAL TERMS AND CONDITIONS

- 3.1 Agreement Subject to CAISO Tariff.** This Agreement shall be subject to the provisions of the CAISO Tariff which shall be deemed to be incorporated herein, as the same may be changed or superseded from time to time. The Parties agree that they will comply with the provisions of Section 10 and all other applicable provisions of the CAISO Tariff and the applicable Business Practice Manual implementing Section 10 of the CAISO Tariff.
- 3.2 Obligations and Rights of the CAISO Metered Entity.**
- 3.2.1 Submission of Meter Data through SQMDS and RMDAPS.** The CAISO Metered Entity agrees to make available to the CAISO through SQMDS and RMDAPS its Meter Data in accordance with the CAISO Tariff. The CAISO's requirements regarding the frequency with which it requires Meter Data to be made available to it through SQMDS and RMDAPS by the CAISO Metered Entity are referred to in the CAISO Tariff.
- 3.2.2 Meter Information.** The CAISO Metered Entity shall provide in the format prescribed by Schedule 1 to this Agreement the required information with respect to all of its meters used to provide Meter Data to the CAISO. The CAISO Metered Entity must immediately notify the CAISO of any changes to the information provided to the CAISO in accordance with this Section 3.2.2 and provide the CAISO with any information in relation to such change as reasonably requested by the CAISO. The CAISO Metered Entity shall have the right to modify Schedule 1, which modification shall not constitute an amendment to this Agreement. Such modification shall be effective upon receipt of notice by the CAISO.
- 3.2.3 Transformer and Line Loss Correction Factors.** If the CAISO Metered Entity uses low voltage side metering or metering connected to the Distribution System, it shall use the CAISO approved Transformer and Line Loss Correction Factor referred to in the CAISO Tariff and in the applicable Business Practice Manual.

- 3.2.4 Rights to Access Metering Facilities.** The CAISO Metered Entity shall use its best efforts to procure any rights necessary for the CAISO to access all Metering Facilities of the CAISO Metered Entity to fulfill its obligations under the CAISO Tariff and its obligations under this Agreement. If, after using its best efforts, the CAISO Metered Entity is unable to provide the CAISO with such access rights, the CAISO Metered Entity shall ensure that one of its employees is a CAISO Authorized Inspector and such employee undertakes, at the CAISO's request, the certification, testing, inspection and/or auditing of those Metering Facilities in accordance with the procedures established pursuant to the CAISO Tariff, including the requirement to complete and provide to the CAISO all necessary documentation. The CAISO acknowledges that it will not be prevented from fulfilling its obligations under the CAISO Tariff or this Agreement by reason of the fact that it is provided with escorted access to the Metering Facilities of the CAISO Metered Entity.
- 3.2.5 Security and Validation Procedures.** The security measures and the validation, editing and estimation procedures that the CAISO will apply to Meter Data made available to the CAISO by the CAISO Metered Entity shall be as referred to in the CAISO Tariff.
- 3.3 Obligations and Rights of the CAISO.**
- 3.3.1 Direct Polling of Revenue Quality Meter Data.** The CAISO shall allow the Scheduling Coordinator representing the CAISO Metered Entity and all Authorized Users to directly poll CAISO certified meters for the Meter Data relating to the CAISO Metered Entity in accordance with the procedures referred to in the CAISO Tariff and the applicable Business Practice Manual.
- 3.3.2 CAISO as Third-Party Beneficiary.** The CAISO shall be a third-party beneficiary to any future agreement between the CAISO Metered Entity and any other party relating to the Metering Facilities of the CAISO Metered Entity for the purpose of granting the CAISO access to any relevant information, records and facilities as needed by the CAISO to fulfill its obligations under the CAISO Tariff and its obligations under this Agreement.
- 3.3.3 Remote and Local Access to Metering Data.** The CAISO shall provide the CAISO Metered Entity any password or other requirements necessary for the CAISO Metered Entity to access its Meter Data remotely or locally at the meter.
- 3.4 Exemptions Granted by the CAISO.** Any exemptions provided for under the CAISO Tariff that are granted by the CAISO shall be set forth in Schedule 2 of this Agreement. Any amendment or addition to Schedule 2 shall not constitute an amendment to this Agreement.



## ARTICLE IV

### PENALTIES AND SANCTIONS

- 4.1 Penalties.** If a CAISO Metered Entity provides inaccurate or incorrect Meter Data or fraudulent Meter Data to the CAISO, the CAISO shall be entitled to impose penalties and sanctions, including but not limited to suspension of trading rights following 14 days written notice to the CAISO Metered Entity. Fraudulent Meter Data means any Meter Data provided to the CAISO by the CAISO Metered Entity that it knows to be false, incorrect or incomplete at the time it provided that Meter Data to the CAISO. All penalties and sanctions shall be set forth in Schedule 4 Part A to this Agreement or in the CAISO Tariff. No penalties or sanctions, including suspension of trading rights, may be imposed under this Agreement unless a Schedule or CAISO Tariff provision providing for such penalties or sanctions has first been filed with and made effective by FERC. Nothing in the Agreement, with the exception of the provisions relating to the CAISO ADR Procedures, shall be construed as waiving the rights of the CAISO Metered Entity to oppose or protest any penalty proposed by the CAISO to the FERC or the specific imposition by the CAISO of any FERC-approved penalty on the CAISO Metered Entity.
- 4.2 Corrective Measures.** If the CAISO Metered Entity fails to meet or maintain the standards for Metering Facilities or comply with the audit or test procedures as referred to in the CAISO Tariff, the CAISO shall be permitted to take corrective measures. The corrective measures and rights the CAISO may exercise upon any failure by any entity to meet those standards for Metering Facilities or to comply with the audit or test procedures shall be set forth in Schedule 4 Part B or in the CAISO Tariff.

## ARTICLE V

### ACCESS TO METERING DATA

- 5.1 Authorized Users.** In addition to the persons referred to in the CAISO Tariff, including the CAISO Metered Entity and the relevant Scheduling Coordinator, as being entitled to access Meter Data on SQMDS, the CAISO Metered Entity may set forth in Schedule 3 of this Agreement any additional Authorized Users that shall be entitled to access the CAISO Metered Entity's Settlement Quality Meter Data held by the CAISO. The CAISO Metered Entity shall include in Schedule 3 as Authorized Users the relevant UDCs and TOs. The CAISO shall provide the Authorized Users with any password or other information necessary to access the CAISO Metered Entity's Settlement Quality Metered Data held by the CAISO on SQMDS. Any amendment or addition to Schedule 3 shall not constitute an amendment to this Agreement.

## ARTICLE VI

### COSTS

- 6.1 Certification, Inspection and Auditing of Meters.** The CAISO Metered Entity shall be responsible for all reasonable costs incurred by the CAISO or a CAISO Authorized Inspector in connection with them carrying out the certification, inspection, testing or auditing of the meters identified in Schedule 1 from which the CAISO Metered Entity provides Meter Data to the CAISO. The CAISO or CAISO Authorized Inspector will furnish the CAISO Metered Entity, upon request, an itemized bill for such costs.

## ARTICLE VII

### DISPUTE RESOLUTION

- 7.1 Dispute Resolution.** The Parties shall make reasonable efforts to settle all disputes arising out of or in connection with this Agreement. In the event any dispute is not settled, the Parties shall adhere to the CAISO ADR Procedures set forth in Section 13 of the CAISO Tariff, which is incorporated by reference, except that all reference in Section 13 of the CAISO Tariff to Market Participants shall be read as a reference to the CAISO Metered Entities and references to the CAISO Tariff shall be read as references to this Agreement.

## ARTICLE VIII

### REPRESENTATIONS AND WARRANTIES

- 8.1 Representations and Warranties.** Each Party represents and warrants that the execution, delivery and performance of this Agreement by it has been duly authorized by all necessary corporate and/or governmental actions, to the extent authorized by law.
- 8.2 Approvals.** The CAISO Metered Entity represents that all necessary approvals, permits, licenses, easements, right of way or access to install, own and operate its meters have been or will be obtained by the CAISO Metered Entity prior to the effective date of this Agreement.

## ARTICLE IX

### LIABILITY AND INDEMNIFICATION

- 9.1 Liability and Indemnification.** The provisions of Section 14 of the CAISO Tariff will apply to liability arising under this Agreement except that all references in Section 14 of the CAISO Tariff to Market Participants shall be read as references to the CAISO Metered Entity and references to the CAISO Tariff shall be read as references to this Agreement.

## ARTICLE X

### UNCONTROLLABLE FORCES

- 10.1 Uncontrollable Forces Tariff Provisions.** Section 14.1 of the CAISO Tariff shall be incorporated by reference into this Agreement except that all references in Section 14.1 of the CAISO Tariff to Market Participants shall be read as references to the CAISO Metered Entity and all references to the CAISO Tariff shall be read as references to this Agreement.

## ARTICLE XI

### MISCELLANEOUS

- 11.1 Assignments.** Either Party may assign or transfer any or all of its rights and/or obligations under this Agreement with the other Party's prior written consent in accordance with Section 22.2 of the CAISO Tariff. Such consent shall not be unreasonably withheld. Any such transfer or assignment shall be conditioned upon the successor in interest accepting the rights and/or obligations under this Agreement as if said successor in interest was an original Party to this Agreement.
- 11.2 Notices.** Any notice, demand or request which may be given to or made upon either Party regarding this Agreement shall be made in accordance with Section 22.4 of the CAISO Tariff, provided that all references in Section 22.4 of the CAISO Tariff to Market Participants shall be read as a reference to the CAISO Metered Entity and references to the CAISO Tariff shall be read as references to this Agreement, and unless otherwise stated or agreed shall be made to the representative of the other Party indicated in Schedule 5. A Party must update the information in Schedule 5 as information changes. Such changes shall not constitute an amendment to this Agreement.
- 11.3 Waivers.** Any waiver at any time by either Party of its rights with respect to any default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any

subsequent default or other matter arising in connection with this Agreement. Any delay short of the statutory period of limitations in asserting or enforcing any right under this Agreement shall not constitute or be deemed a waiver of such right.

- 11.4 Governing Law and Forum.** This Agreement shall be deemed to be a contract made under and for all purposes shall be governed by and construed in accordance with the laws of the State of California, except its conflict of law provisions. The Parties irrevocably consent that any legal action or proceeding arising under or relating to this Agreement to which the CAISO ADR Procedures do not apply shall be brought in any of the following forums, as appropriate: any court of the State of California, any federal court of the United States of America located in the State of California or, where subject to its jurisdiction, before the Federal Energy Regulatory Commission.
- 11.5 Consistency with Federal Laws and Regulations.** This Agreement shall incorporate by reference Section 22.9 of the CAISO Tariff as if the references to the CAISO Tariff were referring to this Agreement.
- 11.6 Merger.** This Agreement constitutes the complete and final agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter.
- 11.7 Severability.** If any term, covenant, or condition of this Agreement or the application or effect of any such term, covenant, or condition is held invalid as to any person, entity, or circumstance, or is determined to be unjust, unreasonable, unlawful, imprudent, or otherwise not in the public interest by any court or government agency of competent jurisdiction, then such term, covenant, or condition shall remain in force and effect to the maximum extent permitted by law, and all other terms, covenants, and conditions of this Agreement and their application shall not be affected thereby, but shall remain in force and effect and the parties shall be relieved of their obligations only to the extent necessary to eliminate such regulatory or other determination unless a court or governmental agency of competent jurisdiction holds that such provisions are not separable from all other provisions of this Agreement.
- 11.8 Amendments.** This Agreement and the Schedules attached hereto may be amended from time to time by the mutual agreement of the Parties in writing. Amendments that are subject to FERC approval shall not take effect until FERC has accepted such amendments for filing and has made them effective. Nothing contained herein shall be construed as affecting in any way the right of the CAISO to unilaterally make application to FERC for a change in the rates, terms and conditions of this Agreement under Section 205 of the FPA and pursuant to FERC's rules and regulations promulgated thereunder, and the CAISO Metered Entity shall have the right to make a unilateral filing with FERC to modify this Agreement pursuant to Section 206 or any other applicable provision of the FPA and FERC's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any

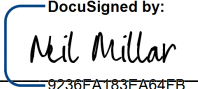


proceeding before FERC in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of FERC under Sections 205 or 206 of the FPA and FERC’s rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.

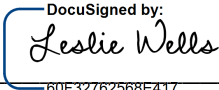
**11.9 Counterparts.** This Agreement may be executed in one or more counterparts at different times, each of which shall be regarded as an original and all of which, taken together, shall constitute one and the same Agreement.

**IN WITNESS WHEREOF,** the Parties hereto have caused this Agreement to be duly executed on behalf of each by and through their authorized representatives as of the date hereinabove written.

**California Independent System Operator Corporation**

By:   
Name: Neil Millar  
Title: Vice President Infrastructure and Ops Planning  
Date: 6/25/2021

**Santa Barbara County Department of Public Works**

By:   
Name: Leslie wells  
Title: Deputy Director  
Date: 6/24/2021



**SCHEDULE 1**

**METER Information**

**[Section 3.2.2]**

<u>Resource Name</u>	<u>Resource ID</u>	<u>Meter ID</u>	<u>Meter Label</u>	<u>Point of Delivery</u>
<u>Tajiguas Resource Recovery 2</u>	<u>GOLETA_6 TR2BM2</u>	<u>5920461</u>	<u>MAIN</u>	<u>GOLETA-SANTA CLARA NO.2 230 kV</u>

**SCHEDULE 2**

**EXEMPTIONS FROM METERING STANDARDS AND OTHER REQUIREMENTS**

**[Section 3.4]**

NONE

### **SCHEDULE 3**

#### **ACCESS TO METER DATA AND AUTHORIZED USERS [Section 5.1]**

List authorized users and any restrictions or limitations placed on them.

By checking this box, we hereby grant permission to our relevant Scheduling Coordinator to provision meter data access on our behalf to third party users identified below.

***Unauthorized users will be denied access to meter data.***

**Authorized Users  
(Company names only)**



**SCHEDULE 4**

**PART A**

**CAISO IMPOSED PENALTIES AND SANCTIONS**

**[Section 4.1]**

**TO BE INSERTED UPON FERC APPROVAL**

**PART B**

**CORRECTIVE MEASURES**

**[SECTION 4.2]**

**TO BE DEVELOPED**



**SCHEDULE 5**

**NOTICE**

**[Section 11.2]**

**CAISO Metered Entity**

Name of Primary Representative: Trevor Leiphardt  
Title: Project Manager  
Company: MSB Investors, LLC  
Address: 130 E. Victoria Street, Suite 100  
City/State/Zip Code: Santa Barbara CA, 93101  
Email Address: trevor@deweygroup.com  
Phone: (949)701-2972  
Fax: N/A

Name of Alternative Representative: John Dewey  
Title: CEO  
Company: MSB Investors, LLC  
Address: 130 E. Victoria Street, Suite 100  
City/State/Zip Code: Santa Barbara CA, 93101  
Email Address: john@deweygroup.com  
Phone: (805)259-9499  
Fax: N/A



**CAISO**

Name of Primary Representative: Regulatory Contracts  
Title: N/A  
Address: 250 Outcropping Way  
City/State/Zip Code: Folsom, CA 95630  
Email address: RegulatoryContracts@caiso.com  
Phone: (916) 351-4400  
Fax: (916) 608-5063

Name of Alternative Representative: Christopher J. Sibley  
Title: Manager, Regulatory Contracts  
Address: 250 Outcropping Way  
City/State/Zip Code: Folsom, CA 95630  
Email address: csibley@caiso.com  
Phone: (916) 608-7030  
Fax: (916) 608-5063