

NBT OR NEM CUSTOMER-GENERATOR WARRANTY THAT IT MEETS
 THE REQUIREMENTS FOR AN ELIGIBLE CUSTOMER-GENERATOR
 AND IS AN ELIGIBLE RENEWABLE ELECTRICAL GENERATION
 FACILITY PURSUANT TO SECTION 2827 OR SECTION 2827.1 OF THE
 CALIFORNIA PUBLIC UTILITIES CODE

(T)

(This Affidavit needs to be completed and submitted to SCE by the Customer-Generator every time a new NEM/NBT interconnection agreement for a Renewable Electrical Generation Facility is executed or whenever there is a change in ownership of the Generating Facility) (T)

Interconnection Customer Information

Interconnection Customer:	Orange County Sanitation District		
Attention:	Robert Thompson / Jeff Brown		
Address:	18480 Bandilier Cir		
City, State, zip code:	Fountain Valley	CA	92708
Phone:	(714) 593-7083		
Fax:	N/A / Email: jbrown@ocsan.gov		
	Location of Generator		
Address:	22212 Brookhurst St		
City, State, zip code:	Huntington Beach, CA, 92646		

Utility Log# (from SCE)	NST-497000
SCE SA-ID	8015695676

Circle Type of Renewable Electrical Generation Facility

biomass	geothermal	municipal solid waste
solar thermal	fuel cell	landfill gas
photovoltaic	small hydroelectric generation	ocean wave
wind	digester gas	ocean thermal
tidal current		

NEM or NBT Customer-Generator (Customer) declares that it meets the requirements for an “Eligible Customer-Generator” and the Generating Facility meets the requirements of an “Renewable Electrical Generation Facility”, as defined Sections 2827(b)(5) and 2827.1(a) of the California Public Utilities Code and satisfies the definitions of the renewable resource for the Renewable Electrical Generation Facility in the latest version of the California Energy Commission’s (CEC’s) Renewables Portfolio Standard (RPS) Eligibility Guidebook and the Overall Program Guidebook¹ (Eligibility Requirements). (T)

Included in these eligibility requirements (check as applicable) pursuant to Public Utilities Code Sections 2827(b)(5) and 2827.1(a), and Public Resource Code Section 25741 paragraph (a) 1:

- If the Renewable Electrical Generation Facility uses "municipal solid waste conversion" customer warrants that the “municipal solid waste is as defined in PR Code Section 25741(b).

¹ The RPS Guidebooks can be found at: <http://www.energy.ca.gov/renewables/documents/index.html#rps>

If the Renewable Electrical Generation Facility uses fuel cell, Eligible Customer-Generator warrants that the fuel cell is powered solely with renewable fuel.

If the Renewable Electrical Generation Facility is a Small hydroelectric generating facility, customer warrants that it will not cause an adverse impact on instream beneficial uses, nor cause a change in the volume or timing of streamflow.

Eligible Customer-Generator warrants that, beginning on the date of Initial Operation and continuing for as long the Customer-Generator is taking service on an applicable NEM or NBT rate schedule (term of this Agreement), Eligible Customer-Generator and the Generating Facility shall continue to meet the Eligibility Requirements. If Eligible Customer-Generator or the Generating Facility ceases to meet the Eligibility Requirements, Eligible Customer-Generator shall promptly provide SCE with Notice of such change pursuant to the Notification of this Agreement. If at any time during the term of this Agreement SCE determines, at its reasonable discretion, that Eligible Customer-Generator or Generating Facility may no longer meet the Eligibility Requirements, SCE may require Eligible Customer-Generator to provide evidence, that Eligible Customer-Generator and/or Generating Facility continues to meet the Eligibility Requirements, within 20 business days of SCE's request for such evidence. Additionally, SCE may periodically (typically, once per year) inspect Producer's Generating Facility and/or require documentation from Eligible Customer-Generator to monitor the Generating Facility's compliance with the Eligibility Requirements. SCE will provide a minimum of 10 business days notice to the Eligible Customer Generator should SCE decide an inspection is required. If SCE determines in its reasonable judgment that Eligible Customer-Generator either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the Eligibility Requirements, then the Eligibility Status shall be deemed ineffective until such time as Eligible Customer-Generator again demonstrates to SCE's reasonable satisfaction that Eligible Customer-Generator meets the requirements for an Eligible Customer-Generator and/or the Generating Facility meets the requirements for a Eligible electrical generating facility (the Eligibility Status Change). (T)

SCE shall revise its records and the administration of this Agreement to reflect the Eligibility Status Change and provide Notice to Eligible Customer-Generator of the Eligibility Status Change pursuant to the Notification Section of this Agreement. Such Notice shall specify the effective date of the Eligibility Status Change. This date shall be the first day of the calendar year for which SCE determines in its reasonable discretion that the Eligible Customer-Generator and/or Generating Facility first ceased to meet the Eligibility Requirements. SCE shall invoice the Eligible Customer-Generator for any tariff charges that were not previously billed during the period between the effective date of the Eligibility Status Change and the date of the Notice in reliance upon Eligible Customer-Generator's representations that Eligible Customer-Generator and/or Generating Facility complied with the Eligibility Requirements and therefore was eligible for the rate treatment available under the Net Energy Metering provisions of SCE's applicable Net Energy Metering rate schedules for Eligible Customer-Generators. (T)

Any amounts to be paid or refunded by Eligible Customer-Generator, as may be invoiced by SCE pursuant to the terms of this warranty, shall be paid to SCE within 30 days of Eligible Customer-Generator's receipt of such invoice.

Unless otherwise ordered by the CPUC, this Agreement at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

Notification

Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement (Notice) shall be deemed properly given if delivered in person, delivered by recognized national carrier service, or sent by first class mail, postage prepaid, to the person specified below: (T)

If to the Eligible Customer-Generator:

Interconnection Customer:	Orange County Sanitation District		
Attention:	Robert Thompson / Jeff Brown		
Address:	18480 Bandilier Cir		
City, State, zip code:	Fountain Valley	CA	92708
Phone:	(714) 593-7083		
Fax:	N/A / Email: jbrown@ocsan.gov		

If to SCE:

U.S. Mail

Southern California Edison Company
Attention: - Net Metering Program
Administrator
P.O. Box 800
Rosemead, CA 91770

Courier

Southern California Edison Company
Attention: Net Metering Program Administrator
2244 Walnut Grove Ave
Rosemead, CA 91770

Telephone:

(866) 600-6290

(T)

Email:

customer.generation@sce.com

(D)

Signatures

Customer-Generator Signature: _____

Name: Ryan P. Gallagher

Title: Board Chairman

Date: _____

Attest:

Approved as to form:

By: _____

By: _____

Name: Kelly A. Lore, MMC

Name: Scott C. Smith

Title: Clerk of the Board

Title: General Counsel

Date: _____

Date: _____