

# Southern California Edison

ID #2804, Orange County Sanitation District

## AMENDMENT NO. 3

*to the*

### AS-AVAILABLE CAPACITY AND ENERGY POWER PURCHASE AGREEMENT

*between*

**SOUTHERN CALIFORNIA EDISON COMPANY**

*and*

**ORANGE COUNTY SANITATION DISTRICT**

(RAP ID #2804)

This Amendment No. 3 (“Amendment No. 3”) to the Agreement (as that term is defined below) is entered into between Southern California Edison Company, a California corporation (“SCE”), and Orange County Sanitation District, a special district organized and existing under the County Sanitation District Act, Health and Safety Code Section 4700 et seq. (“Seller”). SCE and Seller are hereinafter sometimes referred to individually as a “Party” and jointly as the “Parties”. Capitalized terms used and not otherwise defined in this Amendment No. 3 shall have the meanings ascribed to such terms in the Agreement.

### RECITALS

The Parties enter into this Amendment No. 3 with reference to the following facts:

- A. SCE and Seller are Parties to that certain As-Available Capacity and Energy Power Purchase Agreement, dated as of September 9, 1991 (as amended, supplemented or otherwise modified from time to time, the “Agreement”), which provides for the sale to Edison of electrical power from Seller’s Generating Facility (as that term is defined in the Agreement).
- B. The Parties wish to amend the Agreement in order to update the payment provisions set forth in Section 17.1 of the Agreement.

*The contents of this document are subject to restrictions on disclosure as set forth in the Agreement.*

*Amendment No. 3 to the As-Available Capacity and Energy Power Purchase Agreement*

## AGREEMENT

In consideration of the promises, mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, as set forth herein, the Parties agree as follows:

1. Section 17.1 of the Agreement is deleted in its entirety and replaced with the following:

“Edison shall deliver via electronic mail to Seller’s email address (SCESale@ocsd.com) not later than thirty (30) calendar days after the end of each monthly billing period (a) a statement showing the energy and capacity delivered to Edison during on-peak, mid-peak, off-peak, and super-off-peak periods during the monthly billing period, and (b) Edison’s computation of the amount due Seller. Edison shall make payment to Seller in said amount not later than thirty (30) calendar days after the end of each monthly billing period. Edison may make payments to Seller via check mailed to Seller’s designated address (10844 Ellis Avenue, Fountain Valley, CA 92708) or by Automated Clearing House (“ACH”) transaction.”

2. MISCELLANEOUS

- (a) Reservation of Rights. Each of the Parties expressly reserves all of its respective rights and remedies under the Agreement.
- (b) Legal Effect. Except as expressly modified as set forth herein, the Agreement remains unchanged and, as so modified, the Agreement shall remain in full force and effect.
- (c) Governing Law. THIS AMENDMENT NO. 3 AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. TO THE EXTENT ENFORCEABLE AT SUCH TIME, EACH PARTY WAIVES ITS RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS AMENDMENT NO. 3.
- (d) Successors and Assigns. This Amendment No. 3 shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- (e) Authorized Signatures; Notices. Each Party represents and warrants that the person who signs below on behalf of that Party has authority to execute this Amendment No. 3 on behalf of such Party and to bind such Party to this Amendment No. 3.

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*Amendment No. 3 to the As-Available Capacity and Energy Power Purchase Agreement*

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Any written notice required to be given under the terms of this Amendment No. 3 shall be given in accordance with the terms of the Agreement.

- (f) Further Agreements. This Amendment No. 3 shall not be amended, changed, modified, abrogated or superseded by a subsequent agreement unless such subsequent agreement is in the form of a written instrument signed by the Parties.
- (g) Counterparts; Electronic Signatures. This Amendment No. 3 may be executed in one or more counterparts, each of which will be deemed to be an original of this Amendment No. 3 and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Amendment No. 3 and of signature pages by facsimile transmission, Portable Document Format (i.e., PDF), or by other electronic means shall constitute effective execution and delivery of this Amendment No. 3 as to the Parties and may be used in lieu of the original Amendment No. 3 for all purposes.

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IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 3 to be executed by their duly authorized representatives on the dates indicated below their respective signatures.

<b>ORANGE COUNTY SANITATION DISTRICT</b> a special district organized and existing under the County Sanitation District Act, Health and Safety Code Section 4700 et seq.
By:  _____ Gregory C. Sebourn, PLS Board Chairman
Date: <u>11/28/2018</u>
Attested by:  _____ Kelly A. Lore, MMC Clerk of the Board
Date: <u>11/28/2018</u>

<b>SOUTHERN CALIFORNIA EDISON COMPANY,</b> a California corporation.
By:  _____ Mark Irwin Director, Energy Contracts Management
Date: <u>12/6/2018</u>



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