SOLAR POWER PURCHASE AGREEMENT

by and between

EL DORADO SOLAR, LLC

and

EL DORADO IRRIGATION DISTRICT

dated
August 12, 2019
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This Solar Power Purchase Agreement (“Agreement” or “PPA”) is made and entered into as of this 12th day of August 2019, (“Effective Date”), between El Dorado Solar, LLC (“Provider”), and the El Dorado Irrigation District (“District”). District and Provider are collectively referred to herein as “Parties” and individually as “Party.”

RECITALS

WHEREAS, Provider is in the business of installing and operating a solar power facility and selling electric energy generated from such facility; and

WHEREAS, Government Code section 4217.10 et seq. provides that public agencies may enter into agreements, including but not limited to, lease agreements, for real property upon which alternative energy facilities may be constructed so that the public agency may purchase the energy generated from the facilities constructed on the real property under a power purchase agreement; and

WHEREAS, the governing body of the District has made those findings required by Section 4217.12 of the Government Code that: (1) the anticipated cost to the District for electrical energy services provided by the solar panel system under this Agreement will be less than the anticipated marginal cost to the District of electrical energy that would have been consumed by the District in the absence of those purchases and (2) the difference, if any, between the fair market value of the right to access and occupy the real property subject to this Agreement and related payments under this Agreement, if any, is anticipated to be offset by below-market energy purchases or other benefits provided under this Agreement; and

WHEREAS, District desires to reduce its energy costs as well as its dependence on fossil fuel electric generating resources and to promote the generation of electricity from a solar photovoltaic facility; and

WHEREAS, Provider desires to design, install, own, maintain, and operate each photovoltaic system including all solar panels and equipment components of the solar system ( a “Solar Facility”) on the Site owned by the District, and Provider shall sell the output from the Solar Facility to District at those rates set forth herein (collectively the “Project”); and

WHEREAS, Provider has developed an ownership and financing structure for the Solar Facility, which facilitates the use of certain tax incentives, and accelerated depreciation to reduce the expected investment returns of its investors, and which benefits District by offering a competitive Power Price, as defined herein; and

WHEREAS, District desires to provide Provider a license for the sole purpose of accessing District’s property to install, operate, maintain and repair a photovoltaic system; and

WHEREAS, as part of this PPA and in consideration of the access license, Provider and District intend that Provider would obtain title, an ownership interest, and retain all financial incentives and tax benefits generated by the solar panel system and associated with the development
of solar photovoltaic system, including the installation, ownership and operation of the solar panel system and the sale of energy from the system to the District.

NOW, THEREFORE, in consideration of the promises and the mutual benefits from the covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Provider and District hereby agree as follows:

AGREEMENT

1. Definitions.

   Capitalized terms used in this Agreement shall have the meanings ascribed to them herein or in the attached Exhibit A.

2. Term.

   A. Term. The “Term” of this Agreement shall commence upon the Effective Date and terminate automatically on the Expiration Date (“Initial Term”), unless terminated earlier as provided herein. The District may renew this Agreement for up to two (2) five-year renewal terms (“Renewal Term”). The Initial Term and all subsequent Renewal Terms are referred to collectively as “Term.” This Agreement shall terminate automatically and concurrently with any termination of the Site access license provided by this Agreement.

3. Removal of Solar Facilities

   A. Removal of Solar Facility. Within one hundred eighty (180) Days of the expiration or any termination of this Agreement (unless District has: (i) purchased the Solar Facility under the terms of this Agreement; or (ii) otherwise consented in writing to allowing the Solar Facility to remain installed on the Site), Provider shall, in coordination with District and at Provider’s sole cost and expense, remove the Solar Facility from the Site. Provider shall bear the cost of any required storage of the Solar Facility if necessary during Provider’s removal of the Solar Facility.

   B. Removal and Site Restoration. Removal of the Solar Facility shall include all installed equipment, including, but not limited to, the Solar Facility and all tangible and structural support materials, as well as all appurtenant equipment, above and below ground (except for empty conduits). Provider shall additionally restore the Site(s) to a condition substantially similar to the pre-installation condition of the Site, excluding ordinary wear and tear, through reasonable efforts. Provider’s restoration of the Site shall include, but is not limited to, any refinishing, landscaping, hardscaping, painting or other finish work, and cleaning. Provider shall undertake any repairs necessary as a result of such removal and restoration. The parties shall reasonably coordinate all such removal, restoration, storage and transportation activities and dates.

   C. Failure to Remove. If Provider fails to comply with this Section 3 and remove the Solar Facility and restore the Site as required within such one-hundred and eighty (180) day period, District shall have the right, but not the obligation, to remove the Solar Facility and restore the Site and charge Provider for the cost incurred by District, which cost shall include a
twenty percent (20%) administrative fee. The Parties shall reasonably coordinate all such removal and pick-up activities. In the event that the Provider does not remove the Solar Facility as specified herein, District shall also have the option of continuing to receive Output from the Solar Facility at no cost to District until the Solar Facility is removed by either Provider or District. This Section shall not be interpreted to limit the District’s other available lawful remedies.


A. Purchase and Sale of Output. Beginning on the Commercial Operation Date and through the remainder of the Term, Provider agrees to sell and District agrees to buy Output from the Solar Facilities at the applicable “Power Price” as set forth in Exhibit B. District shall have no obligation to pay for Output delivered from the Solar Facilities after the expiration date of this Agreement or the early termination thereof.

B. Provider’s Output Guarantee. Commencing with the fourth (4th) Contract Year after the Commercial Operation Date of the Solar Facility, and for every fourth (4th) Contract Year thereafter during the Initial Term, the aggregate metered Output from the Solar Facility for the previous four (4) Contract Years (the “Measurement Period”) shall be at least ninety-five percent (95%) of the aggregate Annual Production Estimate for such Measurement Period for the Solar Facility (“Output Guarantee”) as defined in Exhibit F; provided, the Measurement Period for the final five (5) years of the Initial Term shall run for a five (5) Contract Year period, and provided further that the Output Guarantee for any Measurement Period will be reduced by the estimated generation of the Project that would have been generated during such Measurement Period, but was not generated, due to one or more of the following cause: (a) an Outage; (b) the actions or omissions of the Distribution Utility or the request or direction of the Distribution Utility; (c) a Force Majeure event; (d) trees planted or buildings or structures constructed after the Commercial Operation Date overshadowing or otherwise blocking access or sunlight to the Project on or at the Sites or any other action of the District that results in interference with Insolation on or at the Sites; (e) a breach of this Agreement by District, (f) damage to the Solar Facility or non-operation of the Solar Facility caused by third parties (not caused or resulting from the negligence or delay of Provider or Provider’s contractors); or (g) a condition where (1) soiling exceeds the Modeled Soiling by more than two percent (2%) in a Contract Year and Provider demonstrates that the additional soiling is caused primarily by District activities. This exception shall apply only for the duration during which the soiling caused primarily by District activities impacts performance, and District shall be notified within 48 hours of the condition being discovered and provided the option to have the modules washed by the operation and maintenance provider at District’s cost; or (2) the annual Insolation Data, averaged over a Measurement Period, is less than the Threshold Insolation measured over such Measurement Period; or (3) the annual Temperature Data, averaged over a Measurement Period, is greater than the Threshold Ambient Temperature measured over such Measurement Period. For the avoidance of doubt, in event of cause (g), the Term Output Guarantee will be adjusted for the applicable Measurement Period by revising the Reference Model to substitute the annual Insolation Data and Temperature Data for each Contract Year during such Measurement Period, thus yielding a revised Annual Production Estimate for each Contract Year. The Parties acknowledge and agree that the reference values included in the definitions for Threshold Insolation and Threshold Ambient Temperature are fixed for the Term of the Agreement, and any changes to these reference values should be mutually agreed to between
If the Output delivered by the Solar Facility during any Measurement Period does not equal or exceed the Output Guarantee for such Measurement Period, Provider shall include in its next invoice(s) to District (and in the final invoice for any credit owed for the final Contract Year) a credit for the Energy Shortfall Amount. Alternatively, the District has the option to request that the Energy Shortfall Amount be paid by check independently of an invoice. For the avoidance of doubt, the Provider would not be required to pay the District an Energy Shortfall Payment due to the non-operation of a Solar Facility pursuant to Section 11(E).

C. Resale of Output. If at any time during the term of this Agreement, District reduces its demand load requirements for Output or otherwise determines that the Distribution Utility or any other purchaser is willing to purchase Output from the Solar Facilities at a rate in excess of Power Price, District, at its option, may sell Output to the Distribution Utility or any other purchaser. If applicable and required by law, District may also request that Provider enter into negotiations with District to pursue a third-party sale agreement. Upon such request, Provider and District shall negotiate in good faith regarding the terms and conditions of the third-party sale agreement.

D. Net Metering, Credits and Storage of Output. Nothing in this Agreement shall limit the District’s ability during the term of this Agreement to participate in or otherwise take advantage of any current or future program or technology which may enable to the District to store Output at any Site or to export Output to any District site or to the Distribution Utility for any available energy credits or offsets. The District will give reasonable notice to Provider of its intention to undertake any such project or program, and will coordinate with the Provider to ensure that the Solar Facility, the terms and conditions of this Agreement and all associated warranties are reasonably preserved.

E. Outages. Provider may suspend delivery of Output as reasonably necessary for testing, maintaining, replacing and repairing the Solar Facility, or in response to any Distribution Utility directive or dispatch order (an “Outage”). Provider shall take all steps necessary to minimize the duration and scope of any such Outage. In the event that an Outage is caused or prolonged by Provider’s negligent act or omission, Provider shall compensate District for the difference between the electricity cost as provided by the Distribution Utility for the applicable period and the Power Price for each 15 minute interval that the Power Price is less than the electricity cost provided by the Distribution Utility. In such event, Provider shall provide the calculation and supporting documentation for determining these amounts, to the reasonable satisfaction of the District. Except as set forth herein, District waives claims related to District’s costs of purchasing energy to replace what would have been produced by the Solar Facility but for such Outages, along within any associated net metering, or similar, benefits.

If an Outage occurs under this Section and a payment is due from Provider to District, Provider shall include in its next invoice(s) to District (and in the final invoice for any credit owed for the final Contract Year) a credit for the difference between the electricity cost as provided by the Distribution Utility to the District for the applicable period.

F. Distribution Utility Electric Service. District may take Parallel Energy Services
5. **Construction, Operation & Maintenance.**

A. **Provider’s Contractor.** Provider shall ensure that any party contracting with Provider for any engineering, procurement, design, installation or construction of the Solar Facility shall possess sufficient knowledge, experience, expertise, licensing, and financial capacity and creditworthiness necessary for satisfactory completion of Provider’s obligations under this Agreement. The contractor performing the construction work on the Project shall possess a Class B and C-10 California Contractor State License, and all other required licenses for performing work under this Agreement, prior to performing any work on the Project. Provider represents and warrants that it has the financial capacity, creditworthiness and bonding sufficient to satisfy all of Provider’s obligations under this Agreement, including, but not limited to, any instance of default or other failure by Provider’s contractor(s) to complete the work required to satisfy Provider’s obligations in this Agreement. Prior to contracting with any such party, Provider shall obtain and review the qualification of such party and complete any necessary background check or fingerprinting required by law or the District. Provider shall further procure from contractor performance and payment bonds and any other assurances as Provider deems reasonably necessary to secure contractor’s timely completion of the Solar Facility.

B. **Permits.** Provider shall be solely responsible for ensuring that the Solar Facility is constructed in compliance with all applicable laws, regulations and Permits, and in accordance with the standards set by any governmental program providing funding for the Solar Facility, including, but not limited to, all improvements, conditions and mitigation measures required for compliance with the California Environmental Quality Act (“CEQA”) and the Americans with Disabilities Act (“ADA”). Provider’s ADA obligations shall apply only to the Solar Facility and to the construction work performed on the Site by Provider or Provider’s contractors; such ADA obligations shall not apply to any building, facility, parking lot or path of travel outside of the Solar Facility footprint on the Site. Provider shall, at Provider’s sole cost and expense, obtain from all Governmental Authorities having jurisdiction over the Project, all necessary Governmental Approvals and other Permits and approvals required for the installation, operation and maintenance of the Solar Facility, including, but not limited to fire safety, California Occupational Safety and Health Administration (“OSHA”), utility interconnection, right-of-way permits, easement agreements and other related requirements.

To the extent action is required by District, District shall, upon the request of Provider, use reasonable efforts to assist Provider in obtaining and retaining Permits, licenses, releases and other approvals necessary for the design, construction, engineering, installation, operation and maintenance of the Solar Facility. Provider shall reimburse District for costs reasonably incurred by District in assisting the Provider under this Section. Provider shall be responsible for all costs, expenses and improvements to the extent required to obtain or comply with any permits, Government Approvals or other requirement under state or federal law made necessary as a result of the Solar Facility installation, operation and maintenance. Specifically, the Provider is required to obtain and submit all documents to close out the Project with the Governmental Authorities having jurisdiction over the Project. In addition to stamped and approved plans,
Provider shall provide any required installation compliance confirmation letter(s) to any applicable Governmental Authorities.

C. Notice of Output Interruptions. Each Party shall notify the other Party as soon as reasonably practicable following its discovery of any material malfunction of the Solar Facility or interruption in the supply of electricity from the Solar Facility. Each Party shall designate and advise the other Party of personnel to be notified in the event of such a malfunction or interruption. Provider shall correct, or cause to be corrected, the conditions that caused the malfunction or interruption as soon as reasonably practicable. However, in no event shall Provider’s response to investigate the problem and initiate appropriate corrective action be greater than 48 hours following receipt of notice or upon discovery of such malfunction or interruption. In addition, Provider shall remotely monitor the entire system on a daily basis for the presence of alarm conditions and general performance utilizing the data acquisitions systems and monitoring systems installed by the Provider at the Site(s), as described in Exhibit G.

D. Site Operations. In order to prevent any unreasonable disturbance or interruption of District’s activities, Provider shall accommodate District’s normal operations schedule and scope of activities conducted on the Site(s) during construction and on-going operation of the Solar Facility pursuant to this Agreement.

E. Operation and Maintenance of Solar Facilities. Provider shall be responsible for all operations, maintenance, and repair of the Solar Facility, except to the extent that any maintenance or repair is made necessary by the sole negligent acts or omissions or willful misconduct of the District. All maintenance, repairs and operations, shall be conducted in the manner set forth in this Agreement, and Provider shall reasonably accommodate and cooperate with the District to ensure the District’s activities, facility uses, and scheduling requirements are not unreasonably impeded. Provider’s repair work responsibilities shall include, but are not limited to, any repair required as a result of damage caused by the Provider or its contractors, subcontractors or vendors, to the District’s facilities within a period of five (5) years following the date the damage was discovered or reasonably should have been discovered by the District. Provider is responsible for repairs and/or replacement of system components that are damaged from vandalism, theft or criminal activity.

F. Prevailing Wages. This Project is subject to compliance with the prevailing wage provisions of the California Labor Code and the prevailing wage rate determinations of the Department of Industrial Relations. These rates are on file at the District’s main office at the address or may be obtained online at http://www.dir.ca.gov/dlsr. A copy of these rates shall be posted at the job site by Provider. Provider and all contractors and subcontractor(s) under it, shall comply with all applicable Labor Code provisions, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of this PPA and the employment of apprentices. Provider hereby agrees to indemnify and hold harmless the District, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the District, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with any applicable Labor Code provisions arising out of or in connection with the Project.

The Provider, its contractor(s) and subcontractor(s) shall keep or cause to be kept an accurate record...
for work on this Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Agreement or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the District, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations in accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, 1771.4, 1771.5, and 1771.7 of the Labor Code. This requirement applies regardless of whether the Project will use State funds. Pursuant to Labor Code section 1771.1, for any proposal submitted, or any contract for public work entered into, a contractor or subcontractor shall not be qualified to bid on, be listed in a proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any contract for public work, as defined by Division 2, Part 7, Chapter 1 (§§ 1720 et seq.) of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. At least 7 Days prior to the later of commencement of construction work or 30 days after execution of the Agreement, Provider will provide District with the name and registration information, including all information required for the PWC-100 form, for all contractors of any tier. Such information must be supplemented if additional contractors work on the Project. Provider shall post all required job site notices pursuant to the Labor Code and related regulations. Provider shall ensure that, to the extent required by law, that Provider and its contractors and subcontractors maintain current and ongoing registration status with the Department of Industrial Relations.

The Provider, its contractor(s) and subcontractor(s) shall submit records, including those specified in Labor Code section 1776, to the Labor Commissioner as required by Sections 1771.4(a)(3), 1771.4(c)(2), and 1776 of the Labor Code. District may withhold $100 for each calendar day after ten Days from Provider’s receipt of a request to produce payroll records (as described in Labor Code §1776(a)) that Provider fails to produce such records.

6. Commercial Operation Date; Conditions Precedent; Notice to Proceed.

A. Conditions Precedent to Construction. Provider shall complete the following pre-construction activities relating to the Solar Facility by the Construction Start Deadline (“Construction Conditions Precedent”):

1. Provider shall submit to District certificates of insurance and endorsements demonstrating compliance with the requirements defined in Section 17 of this Agreement.

2. Provider shall submit to District a fully executed copy of any and all contracts entered into for the engineering, procurement and/or construction of civil scope for the Solar Facility.

3. Provider shall undertake all commercially reasonable efforts to assess the capacity of the Distribution Utility facilities, including, but not limited to, the applicable transformer(s) and conductor(s) and provide a written assessment of such to the
(4) Provider shall submit to District for approval a 90% completed design of the Solar Facility, a detailed construction and installation schedule and a detailed project safety plan. Provider’s construction and installation schedule shall include start and completion dates for all categories of work on the Sites, including but not limited to pre-construction activities, installation of major equipment and anticipated Site deliveries and all required submittal and procurement documentation.

(5) Provider shall submit to District evidence that Provider has obtained and secured sufficient financing to fund Provider’s obligations under this Agreement. Such evidence shall be subject to District’s approval and shall include a signed letter from the financing entity describing its intent and commitment to finance the Project.

(6) Provider shall obtain or cause to be obtained all necessary Permits, entitlements, contracts and agreements required for the commencement of construction of the Solar Facility and the sale and delivery of Output to District, including all site access agreements (or similar documents) for all of El Dorado Irrigation District solar sites necessary to ensure sufficient access, in Provider’s sole discretion, to and from each Solar Facility throughout the Term.

B. Completion of Condition Precedent to Construction; Termination. If Provider is unable to timely complete any of the Construction Conditions Precedent (1) through (6) above by the Construction Start Deadline (one hundred and ten (110) days after the Effective Date), as may be extended by written agreement with District, due to delays outside of the Provider’s control which could not have been reasonably anticipated or mitigated, District may, but is not required to, either (1) waive or extend such requirements in a written notice to Provider; or (2) terminate this Agreement without triggering the default provisions of this Agreement, including, but not limited to any default provision requiring the payment of the Termination Value, nor shall any such termination subject the District to any other liability. Notwithstanding any other provision herein to the contrary, if Provider is unable to secure all site access agreements (or similar documents) necessary to ensure sufficient access, in Provider’s sole discretion, to and from the Solar Facility throughout the Term by the Construction Start Deadline then, subject to Provider’s early termination rights in Article 10 below, the Construction Start Deadline shall be extended on a day for day basis until all such site access agreements (or similar documents) are obtained. Within five (5) days of District’s receipt of Provider’s written notice of Provider’s timely satisfaction of all required Construction Conditions Precedent, District shall issue a notice to proceed to Provider (“Notice to Proceed”), informing Provider that it may commence the construction of the Solar Facility on the Site. Provider shall not proceed with construction of the Solar Facility until it has received the Notice to Proceed, and District shall not issue the Notice to Proceed until receipt of Provider’s written notice of Provider’s timely satisfaction of all required Construction Conditions Precedent. Provider shall promptly provide District with copies of all forms, documents and communications received or generated by Provider in connection with this Agreement.
C. **Construction; Commercial Operation.** Promptly upon receipt of the Notice to Proceed from District, Provider shall commence construction of the Solar Facility, subject to Exhibit G, and shall cause complete installation and start-up of Commercial Operation thereof within 203 days of District’s issuance of the Notice to Proceed (the “Commercial Operation Deadline”), as such deadline may be extended as provided herein. Prior to the Commercial Operation Deadline, Provider shall:

1. Effect the execution, in coordination with the District, of all agreements required for interconnection of the Solar Facilities with the Distribution Utility, including, without limitation, the interconnection agreement(s) and net metering agreement(s) if applicable; and

2. Ensure that all necessary connections and equipment are installed in compliance with all applicable codes and standards, and that Provider has procured or caused the complete installation of all necessary equipment and protection devices to enable delivery of Output from the Delivery Points to District’s facilities; and

3. Obtain or cause to be obtained all necessary Permits, entitlements, contracts and agreements required for the operation and maintenance of the Solar Facility and the sale and delivery of Output to District.

D. **Commercial Operation and Liquidated Damages.** The “Commercial Operation Date” shall be the date on which Provider accurately notifies District in writing of the fact that the Solar Facility is mechanically and electrically complete and operational and providing Output through Meters to the Delivery Points under approved and executed Distribution Utility interconnection agreement. Provider shall cause the Commercial Operation Date to occur on or before the Commercial Operation Deadline.

If Commercial Operation has not commenced on or before the forty-fifth (45th) day following the Commercial Operation Deadline, District may, but shall not be required to, assess “Delay Liquidated Damages” against Provider in an amount equal to $500 per calendar day until Commercial Operation is achieved. Additionally, if Commercial Operation has not commenced on or before the one hundred and sixty-fifth (165th) day following the Commercial Operation Deadline, District may, but shall not be required to, terminate this Agreement without triggering the default provisions of this Agreement as to District or any other District liability, including any default provision which would otherwise require payment of the Termination Value.

Liquidated damages may also be applied to compensate the District for undue delays in the completion of punch list items, site clean-up, demobilization, and miscellaneous contractual obligations after Commercial Operation has been achieved (“Administrative Delay”). The cost to the District for Administrative Delay related to administration, inspection, mileage, and other similar items would be extremely difficult to determine. For that reason, additional liquidated damages for Administrative Delay, known as “Administrative Delay Liquidated Damages” may be imposed against the Provider in the amount of $500 per day, effective 45 days after Commercial Operation has been achieved. Administrative Delay Liquidated Damages may be assessed until the District reasonably agrees that all outstanding work to address Administrative Delay has been completed.
Notwithstanding any other provision herein to the contrary, the aggregate limit of Delay Liquidated Damages and Administrative Delay Liquidated Damages hereunder shall not exceed one hundred and twenty thousand dollars ($120,000).

E. Extension of Commercial Operation Deadline. If the Commercial Operation of the Solar Facility is delayed due to (a) the actions or omissions of the Distribution Utility (not caused by or resulting from the negligence or delay of Provider); or (b) a Force Majeure event; or (c) any delay, suspension or breach of this Agreement by District (not caused or resulting from the negligence or delay of Provider), then the Commercial Operation Deadline shall be extended on a day for day basis until the applicable delay event concludes or is otherwise resolved. Additionally, if a delay event occurs for any reason other than those expressly listed above, then Provider may request in writing an extension of the Commercial Operation Deadline. At the time of the request, Provider shall present District in writing with the reason for delay and confirmation that Commercial Operation shall commence within the requested extension time. Provider’s written request must also state the date on which Provider reasonably believes Commercial Operation will be achieved following such extension. The approval of such a request will be at the sole discretion of District and if approved by District, Provider shall pay to District a non-refundable extension fee of $350 per day for each day of the extended time period. To the extent that Provider fails to meet the Commercial Operation Deadline as extended by the District pursuant to this Section, the District shall have the options to terminate or assess liquidated damages as set forth in subsection D above.


A. Ownership of the Solar Facility. Title to the Solar Facility shall remain with Provider during the Term unless and until District exercises its option to purchase the Solar Facility as set forth herein. The Solar Facility, including, but not limited to any components thereof may be sold, leased, assigned, mortgaged, pledged or otherwise alienated or encumbered by District. District shall not cause or permit the Solar Facility or any part thereof to become subject to any lien, encumbrance, pledge, levy or attachment arising by, under or through District. Provider shall bear all risk of loss with respect to the Solar Facility, except for losses arising from the negligence or willful acts or omissions by District or its agents or employees. Provider shall be solely responsible for the Solar Facility operation and maintenance in compliance with all applicable laws, regulations and Permits. Provider shall not be responsible for the cost or expense of any maintenance required as a direct result of the District’s negligence or willful misconduct.

B. Ownership of Output, Green Attributes and Environmental Financial Incentives. Provider is the exclusive owner of any Environmental Financial Incentives associated with the construction, ownership and operation of the Solar Facility. District will assign its interest (if any) in all such credits and other financial incentives to Provider. District is the exclusive owner of, and may assign or sell in its sole discretion, all Green Attributes, including, but not limited to, Renewable Energy Certificates (“REC”), and REC Reporting Rights, attributable to the Solar Facility and the Output therefrom. Without additional charge to District, Provider shall take and bear the costs of all steps necessary to secure and perfect District’s interest in the Green
Attributes, including, but not limited to, registering the RECs with WREGIS. The Parties agree to subsequently negotiate in good faith the ownership of any additional benefit or incentive associated with this Agreement which did not exist at the time this Agreement was entered into.

8. Payment.

A. Invoices. Provider shall provide an invoice for the Solar Facility to the District on a monthly basis, by the 15th day of each calendar month following the Commercial Operation Date of the Solar Facility. Each invoice will set forth (i) the Output delivered to District in the preceding month, (ii) the Power Price for such month, (iii) the total amount to be paid by District to Provider for Output delivered in the preceding month, (iv) the year and month of the PPA term, (v) Annual Production Estimate for the relevant year as set forth in Exhibit B, (vi) running total of Annual Production Estimate for the relevant year as set forth in Exhibit B versus cumulated actual Output for the relevant year, (vii) and any applicable offsets or credits, including but not limited to under Sections 4(E) or 11(E), to such invoice amounts.

B. Due Date. The Power Price and all other payments shall be in U.S. Dollars and paid by wire transfer, check, or automated check handling (ACH) payment delivered to Provider at the address specified herein within thirty (30) Days of the date the invoice is received by the District (“Due Date”). If the Due Date is a weekend or a bank holiday, payment will be due the next following business day.

C. Payment Disputes. In the event a Party disputes all or a portion of an invoice, or any other claim or adjustment arises, such disputes shall be resolved pursuant to Section 15.


A. Purchase of the Solar Facility. Unless District is in default of its obligations under this Agreement, District shall have the option to purchase all of Provider’s right, title, and interest in the Solar Facility on the sixth (6th), tenth (10th) and fifteenth (15) anniversaries of the Commercial Operation Date or upon expiration of the Term hereof (“Purchase Option”). If District wishes to exercise its Purchase Option, it must provide notice to Provider at least ninety (90) Days in advance of any such anniversary or the expiration of the Term. The purchase price shall be the greater of (1) the Fair Market Value, as defined under this Agreement, of the Solar Facility as of the applicable anniversary date or the expiration of the Term or (2) the applicable Purchase Option Price indicated in Exhibit D. Upon the exercise of the Purchase Option and Provider’s receipt of all amounts then owing by District under this Agreement, the Parties will execute all documents necessary for the purchase and sale of the Solar Facility, including but not limited to, the delivery of the purchase price, the transfer of title to the Solar Facility, and to the extent transferable, the remaining period, if any, on all warranties and Environmental Financial Incentives and Green Attributes for the Solar Facility to District. Provider shall remove any encumbrances placed or allowed on the Solar Facility by Provider. On the date on which Provider transfers title to the Solar Facility to District in accordance with this Section, this Agreement shall terminate without default or penalty to District.

B. Fair Market Value. The “Fair Market Value” of the Solar Facility shall be the value thereof as determined by a nationally recognized independent appraiser selected by the Parties, with experience and expertise in the solar photovoltaic industry to value such equipment. The Fair
Market Value of the Solar Facility shall be based upon its fair market value in continued use. The valuation made by the appraiser shall be binding on the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the Parties equally. If the Parties are unable to agree on the selection of an appraiser, such appraiser shall be selected by the two appraiser firms proposed by each Party.

10. Early Termination.

A. Provider’s Early Termination Rights. Provider shall have the right, but not the obligation, to terminate this Agreement without triggering the default provisions of this Agreement or any liability under this Agreement prior to expiration of its Term upon the occurrence of:

1. An unstayed order of a court or administrative agency, or a change in state or federal law or regulation, imposing a material cost, regulation or other requirement upon the sale of Output which precludes the Provider from providing Output pursuant to this Agreement. Such termination shall be conditioned upon Provider’s proof of the financial impossibility and violation of Provider’s Solar Facility financial arrangement to the reasonable satisfaction of the District.

2. Condemnation, destruction or other material damage to the Sites that results in the termination of the access license to the Site.

3. A third party challenges the Project on CEQA grounds, or CEQA improvements, conditions, mitigation and/or monitoring measures are imposed on the Project that, in Provider’s sole reasonable discretion, would exceed $20,000 to implement.

4. Provider is unable to obtain Project financing for the Solar Facility on commercially reasonable terms prior to the Construction Start Deadline.

5. Provider discovers or encounters title matters, real property issues and/or latent, unknown or unforeseen Site conditions relating to the Site prior to the Construction Start Deadline which differ materially from the documented site conditions and which, in Provider and District’s mutual reasonable determination, makes the construction, operation and/or maintenance of the Solar Facility infeasible.

6. Provider is unable to secure all site access agreements (or similar documents) necessary to ensure sufficient access, in Provider’s sole discretion, to and from the Solar Facility prior to the Construction Start Deadline.

In the event Provider exercises its right under this Section 10(A) prior to the Construction Start Deadline, then Provider may terminate this Agreement without triggering the default provisions of this Agreement, nor shall any such early termination subject Provider to any other liability. In the event Provider exercises its right under this Section 10(A) after the Construction Start Deadline, then District may elect to either (a) purchase the Solar Facility in accordance with Section 9 as of the time of Provider’s notice; or (b) require Provider to remove the Solar Facility in accordance with Section 3.
B. District’s Early Termination Rights. District shall have the right, but not the obligation, to terminate this Agreement without triggering the default provisions of this Agreement or any liability under this Agreement prior to expiration of its Term as set forth below:

(1) If District ceases to conduct operations at or vacates a Site on or before the seventh (7th) anniversary of the Commercial Operation Date, Provider may, but shall not be required to, deem District in default of this Agreement. If, on or after the seventh (7th) anniversary of the Commercial Operation Date, District may, upon payment to Provider of the Termination Value and without further penalty hereunder, terminate this Agreement. Provider shall remove the Solar Facility in accordance with Section 3.

(2) District shall have the right to terminate this Agreement without triggering the default provisions of this Agreement or any liability under this Agreement if a third party challenges the Project on CEQA grounds.

11. Delivery; Risk of Loss; Relocation.

A. Output Specifications. Provider shall ensure that all energy generated by the Solar Facility conforms to Distribution Utility specifications for energy being generated and delivered to the Site electric distribution system, which shall include the installation of proper power conditioning and safety equipment, submittal of necessary specifications, coordination of Distribution Utility testing and verification, and all related costs.

B. Transfer of Output. Provider shall be responsible for the delivery of Output to the Delivery Point. Provider shall undertake all commercially reasonable efforts to assess the capacity of the Distribution Utility transformer and conductor(s). To the extent any subsequent upgrade to such facilities is required and not performed and funded by the Distribution Utility, the Provider shall cause such upgrades to be completed at its sole cost and expense. Title and risk of loss of the Output shall pass from Provider to District upon delivery of the Output from the Delivery Points to the District. To the extent applicable to the Project, prior to the start of construction of the Solar Facility, Provider shall use commercially reasonable efforts to assist District in District’s selection of equipment installations on District’s side of any Delivery Point.

C. Relocation. On or after the seventh (7th) anniversary of the Commercial Operation Date, District may, at its option, require that the Solar Facility be permanently relocated, either on an existing Site or to another site owned and operated by District, at a location with at least equal insolation to the existing Site and reasonably acceptable to both Parties (the “Relocation Site”). District shall give Provider at least sixty (60) calendar Days’ notice of District’s need to move or relocate the Solar Facility. Following agreement on a Relocation Site, the Parties will amend this Agreement to memorialize the required changes in the definition of “Site.”

District shall pay the reasonable costs arising in connection with the relocation of the Solar Facility, including removal costs, necessary storage costs, re-installation, re-commissioning costs, and any applicable interconnection fees, provided that Provider provides the District with information detailed herein below in a timely manner. District shall additionally compensate Provider for any revenue during the period in which energy cannot be generated and delivered to
District from the Solar Facility being relocated, at the District Suspension Rate, as defined below, prorated as needed to apply on a daily basis. District shall also execute such consents or releases reasonably required by Provider or Provider’s financing Parties in connection with the relocation. Within thirty (30) Days of agreement on a Relocation Site, Provider will provide District with a calculation of the estimated time required for such relocation, and the total anticipated amount of lost revenues and additional costs to be incurred by Provider as a result of such relocation. District will have twenty (20) Days to review the calculation and make, in writing, any objections to the calculation.

If an acceptable Relocation Site cannot be located, this Agreement shall terminate upon Provider’s thirty (30) Days’ written notice. In the event that an acceptable Relocation Site cannot be agreed upon, District shall pay Provider an amount equal to the Termination Value. In the event of a termination occurring under this Section, Provider shall remove the Solar Facility and restore the Site in accordance with Section 3, at no additional cost to the District.

D. Temporary Suspension by District. Notwithstanding any other provision of this Agreement, District shall have the right, upon written notice to Provider, to temporarily suspend operations and facility Output for any reason. District shall have the right, upon written notice to Provider, to temporarily render the Solar Facility non-operational for up to forty-eight (48) hours per year without penalty or charge by Provider. If District requires temporary suspension of the Solar Facility for more than forty-eight (48) hours in a given year, District shall pay to Provider an amount, prorated as necessary, equal to the amount of the average monthly payment for power purchased pursuant to this Agreement for the preceding twelve (12) months, or for the entire period the Solar Facility has been in Commercial Operation if less than twelve (12) months, for the period of time during which the Solar Facility is not in Commercial Operation in excess of forty-eight (48) hours (“District Suspension Rate”) due to the temporary suspension by District.

E. Temporary Suspension by Provider. Provider shall have the right, upon written notice to District, to temporarily render the Solar Facility non-operational for up to forty-eight (48) hours per year without penalty or charge by District. If Provider renders the Solar Facility non-operational for a period in excess of forty-eight (48) hours, Provider shall pay to District a monthly payment (prorated as needed) equal to the difference between the cost to District of purchasing energy from the Distribution Utility during the Solar Facility’s period of non-operation and the average monthly cost of power purchased under this Agreement for the preceding twelve (12) months, or for the entire period the Solar Facility has been in Commercial Operation if less than twelve (12) months, for the period of time during which the Solar Facility is non-operational.

If the Provider renders the Solar Facility non-operational under this Section and a payment is due from Provider to District, Provider shall include in its next invoice(s) to District (and in the final invoice for any credit owed for the final Contract Year) a credit for the difference between the electricity cost as provided by the Distribution Utility to the District for the applicable period.

F. Change in Conditions. If District requests an increase in the Output delivered to the Sites, the Parties agree to use good faith efforts to increase such capacity. If Provider and District are not able to reach an agreement for such additional Output, District may, at its sole discretion, obtain the services of a third party for such purposes, provided that such additional third party provided services and any site access license shall not interfere with Provider’s right, title and
interest in the Solar Facility under this Agreement.

G. Performance and Payment Bonds. Prior to commencing any portion of the work on the Project, the Provider (or its construction Contractor) shall apply for and furnish the District with separate payment and performance bonds for such work which shall cover 100% faithful performance of and payment of all obligations arising under this Agreement and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. All bonds shall be provided by a corporate surety authorized and admitted to transact business in California. All bonds shall be submitted on forms subject to the District’s reasonable approval. To the extent available, the bonds shall provide that no change or alteration of the Contract Documents, extensions of time, or modifications of the time or terms, will release the surety. If the Provider (or its construction Contractor) fails to timely furnish the required bond within three (3) business days’ written notice from the District, the District may terminate the Agreement for cause without resulting in any default of the District.

H. Provider shall make no alteration to the Solar Facility after the Commercial Operation Date intended or reasonably anticipated to permanently increase the nameplate capacity or Output of the Solar Facility without express written approval by the District. Notwithstanding the foregoing, Provider may alter the Solar Facility’s nameplate capacity on a temporary basis when performing maintenance and repair activities provided that Provider returns the Solar Facility’s nameplate capacity to that as of the Effective Date upon the completion of such activities.

12. Metering.

A. Meter. Provider shall provide and maintain a standard revenue grade meter and electronic data acquisition system at the Delivery Point (a “Generation Meter”) to measure the actual amount of electricity supplied to the District by the Solar Facility on a continuous basis. Meters shall be installed and maintained at Provider’s sole expense and shall be located in close proximity to the Delivery Point, and in all cases on the Distribution Utility side of all Provider owned transformers and other electrical losses.

B. Meter Testing. Provider shall arrange for all Meters to be tested once per year, at least three (3) months prior to the end of District’s fiscal year. The tests shall be conducted by independent third parties who are qualified to conduct such tests. Provider shall bear all costs and expenses associated with annual Meter testing. District shall be notified ten (10) Days in advance of such tests and shall have a right to be present during such tests. Provider shall provide District with the detailed results of all Meter tests.

In addition, the Meters shall be inspected and tested for accuracy at such other times as District may reasonably request, but in no event more than once every six (6) month period. District shall bear the cost of the additionally requested Meter testing, unless such test shows that a Meter was inaccurate by more than two percent (2%), in which case the Provider shall bear the Meter testing costs.

C. Cost of Meter Repair. If the Meter testing demonstrates that a Meter was operating outside of its allowable calibration (+/- 2%), then the Provider will pay for the cost of the repairs, or replacement, necessary to restore a Meter to proper working order. If a Meter is
found to be inaccurate by more than two percent (2%), Invoices from the prior six (6) months, or from the last time such Meter was registering accurately, whichever is less, shall be adjusted in accordance with Section 8, except that District shall not be obligated to pay interest on any amount found to be due because Meter was operating outside of its allowable calibration (+/- 2%). Provider shall submit any request for an adjustment in a fiscal year to District no later than two (2) months prior to the end of District’s fiscal year on June 30, and District shall not be obligated to pay any adjustment for a prior fiscal year that was not submitted to District within two months of the end of such prior fiscal year on June 30. District may withhold payments to Provider if a Meter has registered production in excess of 2% of the Output delivered to District and Provider fails to provide District with the appropriate payment pursuant to Section 8 for the amount which the District overpaid to Provider as a result of the Meter being outside of the established calibration range.

D. Meter Data. Provider shall gather and maintain the data from a Meter, including but not limited to interval data registered at least once every fifteen (15) minutes (the “Meter Data”) and shall make such Meter Data available to District or maintain the Meter Data such that the District can access the Meter Data remotely through a secure internet site or such other remote access as the Parties mutually agree to.

E. Meter Data Audit. District shall have the right to audit the Invoices and/or the Meter Data once per calendar year. If the audit reveals that District has been overcharged by more than two percent (2%), Provider shall bear the cost of such audit, but in all other cases District shall bear the cost of such audit.

F. Maintenance of Meter Data. The Parties shall maintain all records related to Invoices and Meter Data for a period of the greater of (i) 48 months from the date of such Invoice or Meter Data, or (ii) as otherwise required by law. Such records shall be available for audit as described in above.


A. Authorization and Enforceability. Each Party represents to the other Party as of the Effective Date that: (i) such Party is duly organized, validly existing and in good standing under the laws of the state of its formation; (ii) the execution and delivery by such Party of, and the performance of its obligations under, this Agreement has been duly authorized by all necessary action, does not and will not require any further consent or approval of any other Person, and does not contravene any provision of, or constitute a default under such Party’s organizational documents, any indenture, mortgage or other material agreement binding on such Party or any valid order of any court, or regulatory agency or other body having authority to which such Party is subject; and (iii) this Agreement constitutes the legal and valid obligation of such Party, enforceable against such Party in accordance with its terms, except as may be limited by bankruptcy, reorganization, insolvency, bank moratorium or similar laws relating to or affecting creditors’ rights generally and general principles of equity, whether such enforceability is considered in a proceeding in equity or at law.

B. Insolation. District agrees that access to sunlight (“Insolation”) is essential to Provider’s ability to provide the projected Output and is a material inducement to Provider in entering into this Agreement. Accordingly, District shall not permit any interference with
Insolation available to the Solar Facility. If District becomes aware of any potential development, foliage or trees, or other activity on adjacent or nearby properties that will diminish the Insolation to the Solar Facility, District shall advise Provider of such information and reasonably cooperate with Provider in reasonable measures taken by Provider in an attempt to preserve existing levels of Insolation at the Solar Facility.

C. Notice of Damage. Each Party shall promptly notify the other Party of any matters it is aware of pertaining to any damage to or loss of the use of the Solar Facility or that could reasonably be expected to adversely affect the Solar Facility.


A. Events of Default. In the event of a Party’s breach of any performance obligation hereunder or breach of any representation, warranty, covenant or term of this Agreement, the non-defaulting Party shall provide the defaulting Party with written notice of the default, which notice shall describe the default in reasonable detail. Following the date of receipt of written notice of default, the defaulting Party shall have thirty (30) Days to cure any payment default and forty-five (45) days to cure any other breach or default described in this Agreement; provided, however, that with respect to non-payment defaults, the cure period shall be extended by the number of days (not to exceed an additional ninety (90) Day period) during which an event of Force Majeure is occurring or during which the defaulting Party has begun corrective action and continues to diligently pursue, using commercially reasonable efforts, the completion of such corrective action.

B. Event of Default. In addition to the foregoing, with respect to a Party, there shall be an event of default (each an “Event of Default”) if:

(1) such Party fails to timely pay any amount due;

(2) such Party concedes in writing to its inability to pay its debts generally as they become due;

(3) such Party files a petition seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any State, City or territory thereof;

(4) such Party makes an assignment for the benefit of creditors in connection with bankruptcy proceedings;

(5) such Party consents to the appointment of a receiver of the whole or any substantial part of its assets;

(6) such Party has a petition in bankruptcy filed against it, and such petition is not dismissed within 60 Days after the filing thereof;

(7) a court of competent jurisdiction enters an order, judgment, or decree appointing a receiver of the whole or any substantial part of such Party’s assets, and such
order, judgment or decree is not vacated or set aside or stayed within 60 Days from the date of entry thereof;

(8) under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the whole or any substantial part of such Party’s assets and such custody or control is not terminated or stayed within 60 Days from the date of assumption of such custody or control;

(9) such Party ceased its legal existence or ceases doing business or otherwise dissolves; or

(10) such Party breaches a material term of this Agreement or the License.

C. Provider Remedies. If an event of default by District under Sections 14(A) or 14(B) has occurred and is continuing, then following the expiration of any applicable cure period, Provider may at its discretion: (i) suspend performance under this Agreement, (ii) seek specific performance from a court of appropriate jurisdiction pursuant, and/or (iii) terminate this Agreement, and as Provider’s sole and exclusive remedy in connection with such termination, require District to pay to Provider as liquidated damages, and not as a penalty, the Termination Value for the Solar Facility, and any and all amounts then owed Provider for Output delivered to District as of the date of such termination pursuant to this Agreement. In the event of such termination, Provider shall remove the Solar Facility in accordance with Section 3, at Provider’s sole cost and expense.

D. District Remedies. If an event of default by Provider under Sections 14(A) or 14(B) has occurred and is continuing, then following the expiration of any applicable cure period, District may at its discretion: (i) suspend performance under this Agreement, (ii) seek damages or specific performance from a court of appropriate jurisdiction, and/or (iii) terminate this Agreement. In the event that District terminates this Agreement pursuant to this Section, District may elect to either (a) purchase the Solar Facility in accordance with Section 9 as of the time of the event of default; or (b) require Provider to remove the Solar Facility in accordance with Section 3.

E. Limitation of Liability. Except with respect to the payment of Delay Liquidated Damages or Administrative Liquidated Damages hereunder or the payment of the Termination Value, and except with respect to the indemnification obligations set forth in Section 17 below, neither party shall be liable to the other party for any special, punitive, exemplary, indirect or consequential damages arising out of, or in connection with, this Agreement. Additionally, except with respect to any claim covered by Provider maintained insurance under this Agreement (up to the applicable limits set forth in Section 17(B) below), and except for (i) any Energy Shortfall Amount payment(s), or (ii) a payment required under Section 4(E), 6(E), or 11(E) made by Provider to District under this Agreement, Provider’s aggregate liability to District arising out of, or in connection with, this Agreement shall be limited to that portion of payments for Output that District has paid to Provider under this Agreement.

15. Dispute Resolution. The Parties agree to make a good faith attempt to resolve any and all controversies, claims, disagreements, or disputes between the Parties arising out of or related
to this Agreement ("Dispute"). In the event of any Dispute, either Party may give notice of the dispute to the other Party. In the event a Party Disputes all or a portion of an invoice or other payment, the disputing Party shall timely pay any undisputed portion of such amount due. The Parties shall first use good faith, reasonable, diligent efforts to resolve the dispute within ninety (90) Days from the date of such notice. If the Parties do not resolve their dispute within ninety (90) Days of notice, then the Parties may, upon mutual agreement, submit to mediation before a mutually agreed upon mediator. In the event the dispute is not resolved through mediation, the Parties may pursue their legal rights through any other legally permissible means. If a Dispute, or any portion thereof, remains unresolved after applicable dispute resolution requirements, the Provider shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Provider’s right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Provider submits its written Dispute until the time the Dispute is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the dispute, Provider and its subcontractors shall continue to perform the Work under the Agreement and shall not cause a delay of the Work during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement of the District.

16. Taxes; Liens.

A. Taxes. Provider shall pay any income taxes imposed on Provider due to the sale of energy under this Agreement. District shall pay all real property taxes and assessments applicable to the Site. This Agreement may result in the creation of a possessory interest (Rev. & Tax. Code § 107.6). If such a possessory interest is vested in Provider, Provider may be subjected to the payment of personal property taxes levied on such interest in the Solar Facility. Provider shall be responsible for the payment of, and shall pay before becoming delinquent, all taxes, assessments, fees, or other charges assessed or levied upon Provider, the Project and the Solar Facility. Provider further agrees to prevent such taxes, assessments, fees, or other charges from giving rise to any lien against the Site or any improvement located on or within the Site. Nothing herein contained shall be deemed to prevent or prohibit Provider from contesting the validity or amount of any such tax, assessment, or fee in the manner authorized by law. Provider shall be responsible for payment of any personal property taxes, possessory interest taxes, permit fees, business license fees and any and all fees and charges of any nature levied against the Solar Facility and operations of Provider at any time. If bills for taxes on the Solar Facility are received by the District, District shall remit such bills to Provider.

B. Liens. Provider shall not directly or indirectly cause, create, incur, assume or suffer to exist any liens on or with respect to the Site or District’s interest therein. If Provider breaches its obligations under this Section, it shall immediately notify the District in writing, shall promptly cause such lien to be discharged and released of record without cost to District, and shall defend and indemnify District against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such lien.

17. Liability and Indemnity; Insurance.
A. **Indemnity.** To the fullest extent provided for by law, each Party ("Indemnifying Party") agrees to indemnify, defend and hold harmless the other Party, its directors, officers, employees, and agents (each, an “Indemnified Party”) from and against any and all claims, whether or not involving a third-party claim, including demands, actions, damages, loss, costs, expenses, and attorney’s fees (collectively, “Indemnity Claims”), arising out of or resulting from any breach, negligent act, error or omission or intentional misconduct by the Indemnifying Party or its trustees, directors, officers, employees, contractors, subcontractors or agents under the terms of this Agreement; provided, however, that the Indemnifying Party will not have any obligation to indemnify the Indemnified Party from or against any Indemnity Claims to the extent caused by, resulting from, relating to or arising out of the negligence or intentional misconduct of an Indemnified Party or any of its directors, officers, employees or agents.

If an Indemnified Party determines that it is entitled to defense and indemnification under this Section, such Indemnified Party shall promptly notify the Indemnifying Party in writing of the Indemnity Claim and provide all reasonably necessary or useful information, and authority to settle and/or defend Indemnity Claim. Defense and indemnification provided by the Indemnifying Party under this Section shall be provided with legal counsel reasonably agreed to by the Identified Party. No settlement that would impose costs or expense upon the Indemnified Party shall be made without such Party’s written consent.

B. **Insurance.**

(1) **Provider Insurance.** At all applicable times during the term of the PPA, and any necessary extension thereof for removal of the Solar Facility from the Site, Provider and all sub-contractors, shall obtain, maintain and keep in full force and effect the following insurance for coverage of all obligations and associated activities under this Agreement, including but not limited to the use and occupancy of the Site, the business operated by the District thereon, and the construction, installation, operation, maintenance and repair of the Solar Facility, in the amounts, and with the conditions required, as set forth herein. Each policy required in (b)(c)(d) below shall include an additional insured endorsement (must be provided by actual policy endorsement) in favor of the District with an additional insured endorsement for both ongoing and completed operations as it pertains to (b), and shall include an endorsement specifying that such coverage is primary and non-contributory as to any other coverage available to the additional insured. Provider shall, within thirty (30) days of the Effective Date of this Agreement and annually thereafter or as requested by the District, provide certificates of insurance and endorsements demonstrating compliance with the requirements of this Section.

a. Workers’ Compensation Insurance for Provider’s employees to the extent of statutory limits and Occupational Disease and Employer’s Liability Insurance for not less than $1,000,000 per occurrence. The District does not accept Self-Insured or Professional Employer Organization (PEO) Insurance Programs.

b. Commercial General Liability Insurance with a $1,000,000 per occurrence and $2,000,000 aggregate limit of liability for Bodily Injury,
Personal and Advertising Injury and Property Damage Liability, including coverage for Contractual Liability and Products and Completed Operations Liability. The District does not accept Self-Insured Retention in excess of $50,000.

c. Automobile Liability Insurance with limits not less than: Bodily Injury coverage at $1,000,000 each accident, and Property Damage coverage at $2,000,000 each accident.

d. Excess Liability Insurance in an aggregate amount of not less than $5,000,000 providing greater limits of insurance to Provider's Employer's Liability, Commercial General Liability and Automobile Liability Insurance which also shall not be more restrictive than coverage provided by these policies.

e. Builder's Risk/Installation Floater Insurance in a sufficient amount to protect Provider's property, materials, tools and other financial interests on the Project.

f. Professional Liability Insurance with limits not less than $1,000,000 per claim, with a two year tail.

(2) District Insurance. The District represents that it maintains and covenants that it shall maintain during the Term (i) insurance sufficient to insure it against loss or destruction of the Site, including losses occasioned by operation of the Solar Facility, and (ii) general liability insurance including bodily injury, property damage, contractual and personal injury. Notwithstanding the foregoing, District reserves the right to self-insure.

(C) Waiver of Subrogation. Provider shall cause each insurance policy obtained by them to include a waiver of subrogation or waiver of the transfer of rights of recovery against the District by the insurer in connection with any damage covered by any policy of Provider. District reserves the right to request copies of any insurer endorsements that may be necessary to affect this waiver of subrogation.

(D) Provider shall require and verify that all of its subcontractors maintain insurance that is commensurate with the nature and value of the particular work being performed.

18. License Agreement. Following the Effective Date, Provider and District shall promptly enter into a License Agreement that is substantially in the form attached hereto as Exhibit E-1.

19. Assignment; Cooperation with Financing.

A. Assignment by Provider. Provider may sell, transfer, or assign its rights under this Agreement or any right, interest, or obligation therein (collectively, an “Assignment”) only upon the prior written consent of District, which consent may not be unreasonably withheld, conditioned or delayed, provided that any assignee possesses all required skills, knowledge,
expertise, experience, and financial capacity and creditworthiness necessary to perform Provider's obligations under this Agreement, and assumes in writing the obligations of Provider under this Agreement. Provider shall provide District with no less than sixty (60) Days' notice of the request to transfer ownership of the Project. Notice shall identify the party purchasing the Project and provide sufficient detail of the proposed owner for District to evaluate the new owner. Notice shall include, but not be limited to, the following details of the proposed owner: Experience with PPA’s and current portfolio; Past two years of financials; Proof of insurance, meeting District’s requirements and naming the District; Confirmation of operations and maintenance provider and outline of operations and maintenance program if different from existing; Details and example of annual report and invoicing; and Confirmation that all terms under this Agreement and any related documents and agreements will be performed. Further, Provider shall sign an agreement with Borrego Solar Systems, Inc. (or an affiliate thereof) to perform the operation and maintenance work on the Solar Facility throughout the Initial Term. Notwithstanding the foregoing, Provider may, without the prior written consent of District, (i) assign, mortgage, pledge, grant security interests, sell or otherwise encumber its interests in this Agreement to any Secured Party in connection with any financing for the ownership, acquisition, construction, operation or use of the Solar Facility as set forth in subsection B, or (ii) assign this Agreement to an affiliate of Provider which is controlled by Provider or under common control with Provider. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees.

B. Collateral Assignment by Provider for Financing Purposes. In the event Provider assigns its rights under this Agreement as security in connection with any financing transaction entered into by Provider, Provider may mortgage or grant a security interest in this Agreement and the Solar Facility, and may collaterally assign, pledge or sell this Agreement and the Solar Facility to any mortgagees or holders of security interests, including their successors or assigns (hereinafter collectively referred to as “Secured Parties”), provided that any such collateral assignment of this Agreement by Provider shall not release Provider from its obligations or liabilities under this Agreement. In order to facilitate such an assignment, sale, conveyance, or financing with respect to a Secured Party, District agrees to not unreasonably withhold, condition or delay its compliance with any reasonable request that District execute any consent, estoppel agreement, any opinions of counsel as may be reasonably requested by Provider or Secured Party or other documents related to such financing transaction as may reasonably be required by such Secured Parties (provided that Provider will reimburse the District for the reasonable legal fees and costs incurred by such assignment, sale, conveyance, or financing), and District further agrees as follows:

(1) Consent to Collateral Assignment. District hereby consents to both of the sale of the Solar Facility to a Secured Party and the collateral assignment to the Secured Party of the Provider’s right, title and interest in and to this Agreement.

(2) Rights of Secured Party. Consistent with the terms of this Agreement:

(a) Step-In Rights. The Secured Party, as owner of the Solar Facility, or as collateral assignee of this Agreement, shall be entitled to exercise, in the place and stead of Provider, any and all rights and remedies of Provider under this Agreement in accordance with the terms of this Agreement. The Secured Party shall also be entitled to
exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Agreement and the Solar Facility;

(b) Opportunity to Cure Default. The Secured Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Provider thereunder or cause to be cured any default of Provider thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Secured Party to cure any default of Provider under this Agreement or to perform any act, duty or obligation of Provider under this Agreement (unless the Secured Party has succeeded to Provider’s interests under this Agreement), but District hereby gives it the option to do so;

(c) Exercise of Remedies. Upon the exercise of remedies, including any sale of the Solar Facility by the Secured Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Provider to the Secured Party (or any assignee of the Secured Party as defined below) in lieu thereof, the Secured Party shall give notice to District of the transfer or assignment of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement;

(d) Cure of Bankruptcy Rejection. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Provider under the United States Bankruptcy Code, at the request of Secured Party made within ninety (90) days of such termination or rejection, District shall enter into a new agreement with Secured Party or its assignee having substantially the same terms and conditions as this Agreement.

(3) Right to Cure.

(a) Cure Period. District will not exercise any right to terminate or suspend this Agreement unless it shall have given the Secured Party prior written notice of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Secured Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Provider default reasonably cannot be cured by the Secured Party within such period and the Secured Party commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional ninety (90) days. The Parties’ respective obligations will otherwise remain in effect during any cure period.

(b) Continuation of Agreement. If the Secured Party or its assignee (including any purchaser or transferee), pursuant to an exercise of remedies by the Secured Party, shall acquire title to or control of Provider’s assets and shall, within the time periods described in Section 19(B)(3)(a) above, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such person or entity shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.
(4) Secured Party a Third-Party Beneficiary. District agrees and acknowledges that Secured Party is a third-party beneficiary of the provisions of this Section 19(B).

C. Assignment by District. Except as otherwise provided in this Agreement, District may assign its rights under this Agreement only upon the prior written consent of Provider, which consent may not be unreasonably withheld, conditioned or delayed; provided that any such assignee (a) is of equal or greater creditworthiness than District and (b) assumes in writing the obligations of District under this Agreement. Notwithstanding the foregoing, District may assign its rights under this Agreement without Provider’s consent to any Person succeeding to all or substantially all of the assets of District of equal or greater creditworthiness than District, and provided, further, that any such transferee or assignee assumes in writing the obligations of District under this Agreement.

20. Confidentiality; Publicity.

A. Confidential Information. Any financial, statistical, personal, technical and other data and information relating to a Party’s operations which are made available to the other Party in order to carry out this Agreement shall be reasonably protected by such other Party from unauthorized use, except to the extent that disclosure thereof is required to comply with applicable law, including but not limited to the California Public Records Act and the Brown Act. The disclosing Party shall identify all confidential data and information at the time it is provided. Confidentiality does not apply to information, which is known to a receiving Party from other sources, which is otherwise publicly available or which is required to be disclosed pursuant to an order or requirements of a regulatory body or a court.

B. Disclosure. Other than under the REC Reporting Rights and except as may be required by applicable law, including but not limited to, the California Public Records Act, the Brown Act, or as otherwise identified above, neither Party shall make any disclosure of any designated confidential information related to this Agreement without the specific prior written approval from the other of the content to be disclosed and the form in which it is disclosed, except for such disclosures to the Parties’ financing sources, creditors, beneficiaries, partners, members, officers, employees, agents, consultants, attorneys, accountants and exchange facilitators as may be necessary to permit each Party to perform its obligations hereunder and as required to comply with applicable laws or rules of any exchange upon which a Party’s shares may be traded. Notwithstanding the foregoing, nothing contained herein shall be deemed to restrict or prohibit District from complying with applicable law regarding disclosure of information, including but not limited to the California Public Records Act and the Brown Act.

C. Publicity. The Parties share a common desire to generate favorable publicity regarding the Solar Facility and their association with it. The Parties agree that they may, from time to time, issue press releases regarding the Solar Facility and that they shall reasonably cooperate with each other in connection with the issuance of such releases. Each Party agrees that it shall not issue any press release regarding the Solar Facility without the prior written approval from the other of the content to be disclosed and the form in which it is disclosed, and each Party agrees not to unduly withhold, condition or delay any such approval. In addition, the Parties hereby agree that (i) the District may publicize that it is serving as a “solar host” for the Solar Facility; (ii) Provider may publicize that it is serving as the developer, owner and/or
operator of the Solar Facility; and (iii) each Party may display photographs of the Solar Facility and disclose the nameplate capacity rating of the as-built Solar Facility in its advertising and promotional materials, provided that any such materials identify District as the solar host and Provider as the owner, operator and developer, of the Solar Facility and all information shall be consistent with this Agreement. Without limitation of the foregoing, Provider agrees to share with District, in digital format, any photographs and other schematics taken by Provider of the Sites and the Solar Facility, and further agrees that District may use such photographs and other schematics for the purpose of marketing and promoting District’s operations.

21. Legal Effect and Status of Agreement.

A. District Not Operator. Neither District nor any Party related to District shall have the right or be deemed to operate the Solar Facility for purposes of Section 7701(e)(4)(A)(i) of the Internal Revenue Code.

B. Burdens/Benefits of Solar Facility Ownership. Notwithstanding any provision to the contrary under this Agreement, neither District nor any Party related to District shall (a) bear or be deemed to bear any significant financial burden if there is nonperformance by Provider under this Agreement, as the phrase “any significant financial burden if there is nonperformance” is used in Section 7701(e)(4)(A)(ii) of the Internal Revenue Code; or (b) be deemed to receive any significant financial benefit if the operating costs of the Solar Facility are less than the standard of performance and/or operation set forth in this Agreement, as the phrase “significant financial benefit if the operating costs of such facility are less than the standards of performance or operation” is used in Section 7701(e)(4)(A)(iii) of the Internal Revenue Code.

C. No Capital Lease; Forward Contract. The Parties acknowledge and agree that for accounting or tax purposes, this Agreement is not and shall not be construed as a capital lease and, pursuant to Section 7701(e)(3) of the Internal Revenue Code, this Agreement is and shall be treated by each Party as a service contract for the sale to the District of electric energy produced at an alternative energy Solar Facility. Each of the Parties agrees that it will not dispute that (i) the transaction contemplated by this Agreement constitutes a “forward contract” within the meaning of the United States Bankruptcy Code and (ii) each Party is a “forward contract merchant” within the meaning of the United States Bankruptcy Code.

22. Miscellaneous.

A. Amendments. This Agreement may be amended only in a writing signed by both Provider and District or their respective successors in interest.

B. Notices. Any notice required or permitted to be given in writing under this Agreement shall be mailed by certified mail, postage prepaid, return receipt requested, or sent by overnight courier service, or personally delivered to a representative of the receiving Party, or sent by facsimile or email (provided an identical notice is also sent simultaneously by mail, overnight courier, or personal delivery as otherwise provided in this Section). All such communications shall be mailed, sent or delivered, addressed to the Party for whom it is intended, at its address set forth below. A Party may change its address by providing written notice to the other Party in accordance with this Section.
C. **Non-Waiver.** The failure, delay or forbearance by either Party to exercise any of its rights or remedies under this Agreement or to provide written notice of any default to a defaulting Party, will not constitute a waiver of such rights or remedies. No Party will be deemed to have waived any right or remedy unless it has made such waiver specifically in writing. The waiver by either Party of any default or breach of any term, condition or provision herein contained shall not be deemed to be a waiver of any subsequent breach of the same term, condition or provision, or any other term, condition or provision contained herein.

D. **No Set-Off.** Except as otherwise set forth herein, each Party hereby waives all rights to set-offs of amounts due hereunder. The Parties agree that all amounts due hereunder are independent obligations and shall be made without set-off for other amounts due or owed hereunder.

E. **Intellectual Property.** Nothing in this Agreement shall be construed to convey to District a license or other right to trademarks, copyrights, technology or other intellectual property of Provider.

F. **Severability.** Should any provision of this Agreement for any reason be declared invalid or unenforceable by final and non-appealable order of any court or regulatory body having jurisdiction, such decision shall not affect the validity of the remaining portions, and the remaining portions shall remain in full force and effect as if this Agreement had been executed without the invalid portion.

G. **Survival.** Any provision of this Agreement that expressly or by implication comes into or remains in full force following the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

H. **Headings.** The headings in this Agreement are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provision of this Agreement.

I. **Choice of Law.** This Agreement shall be construed in accordance with the laws of the State of California (without regard to its conflict of laws principles). The venue for any dispute arising out of or relating to this Agreement shall be in the California County in which the Solar Facility is located.
J. **Binding Effect.** This Agreement and its rights, privileges, duties and obligations shall inure to the benefit of and be binding upon each of the Parties hereto, together with their respective successors and permitted assigns.

K. **No Partnership.** This Agreement is not intended, and shall not be construed, to create any association, joint venture, agency relationship or partnership between the Parties or to impose any such obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act as or be an agent or representative of, or otherwise bind, the other Party.

L. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue by reason hereof for the benefit of any third party not a party hereto, other than the Indemnitees and any Secured Parties.

M. **Counterparts.** This Agreement may be executed in counterparts, which shall together constitute one and the same agreement. Electronic, facsimile or copies of signature pages shall have the same force and effect as originals.

N. **Further Assurances.** Upon the receipt of a written request from a Party, each Party shall execute such additional documents, instruments, estoppels and assurances, and take such additional actions, as are reasonably necessary and desirable to carry out the terms and intent hereof, including but not limited to an Interconnection Agreement. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section.

O. **Entire Agreement.** This instrument and the documents referenced herein represent the full and complete agreement between the Parties hereto with respect to the subject matter contained herein and supersedes all prior written or oral agreements between said Parties with respect to said subject matter.

**IN WITNESS WHEREOF,** the Parties have executed this Agreement on the Effective Date.

**DISTRICT:**
El Dorado Irrigation District

**BY:**
BRIAN MUELLER, P.E. DIRECTOR OF ENGINEERING

**APPROVED AS TO FORM:**

**OFFICE OF THE GENERAL COUNSEL**
THIS AGREEMENT SHALL NOT BE VALID OR EFFECTIVE FOR ANY PURPOSE UNLESS AND UNTIL SIGNED BY THE DISTRICT'S OFFICE OF THE GENERAL COUNSEL.

**PROVIDER:**
EL DORADO SOLAR, LLC
By 1115 SOLAR DEVELOPMENT, LLC
Its sole member and manager

By: ______________________________
Name: ___________________________
Title: ___________________________
Exhibit A

Definitions

1. “Annual Production Estimate” means, for the Solar Facility, the estimated energy production for a Contract Year as set forth in Exhibit F.

2. “Applicable Law” means, with respect to any person, any law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, holding, injunction, registration, license, guideline, Governmental Approval, consent or requirement of any Governmental Authority having jurisdiction over such person or its property, as any of the foregoing may be amended from time-to-time, and any corresponding provisions of any successor to the foregoing, together any rules or regulations promulgated under such successor.

3. “Assignment” means as defined in Section 19A.

4. “Authorities Having Jurisdiction” shall mean the governmental organization, office or individual responsible for approving equipment, an installation or a procedure.

5. “Construction Conditions Precedent” shall have that meaning as set forth in Section 6(A) of the Agreement.

6. “Construction Start Deadline” shall have that meaning as set forth in Section 6(B) of the Agreement.

7. “Contract Year” means a period of twelve (12) consecutive months with the first Contract Year commencing on the Commercial Operation Date and each subsequent Contract Year commencing on the anniversary of the first day of the first month following the Commercial Operation Date.

8. “Commercial Operation” means that (a) the Project is operating and able to produce and deliver Energy to District pursuant to the terms of this Agreement; (b) Provider has received all local, state and federal Permits and other approvals as may be required by Law for the construction, operation and maintenance of the Project, including approvals, if any, required under the California Environmental Quality Act for the Project and related interconnection facilities.

9. “Commercial Operation Date” means the date on which Provider achieves Commercial Operation for the Project.

10. “Commercial Operation Deadline” shall have that meaning as set forth in Section 6(C) of this Agreement.

11. “Days” shall mean calendar days, unless otherwise specified.

12. “Delivery Point” means the energy delivery point within the Site’s electrical system on District's side of the Site’s Distribution Utility meter, as designated in the applicable Distribution Utility Interconnection Agreement.

14. “Distribution Utility Upgrades” shall mean all applicable costs imposed by Distribution Utility, including upgrades, fees, and other costs, in connection with and provided for in the Interconnection Agreement and in order for the Solar Facility to interconnect to the Distribution Utility system.

15. “Energy” means electrical energy measured in kWh.

16. “Energy Shortfall Amount” means an amount equal to the product of: (i) the Output Guarantee Rate, multiplied by (ii) the difference between the delivered Output for such Measurement Period and the Output Guarantee for such Measurement Period.

17. “Environmental Financial Incentives” means each of the following financial rebates and incentives that is in effect as of the Effective Date: (1) investment tax credits associated with the development, construction, ownership or operation of the Solar Facility, accelerated depreciation, and other financial incentives in the form of credits, reductions or allowances associated with the Solar Facility that may be applied to reduce any state or federal income taxation obligation, (2) the right to claim federal income tax credits under Section 48 of the Internal Revenue Code and depreciation benefits under Section 26 of the Internal Revenue Code, or any state tax law or income tax deductions with respect to the Solar Facility under the Internal Revenue Code or any state tax law. Environmental Financial Incentives do not include Green Attributes.

18. “Expiration Date” means the last day of the month that follows the twenty fifth (25th) annual anniversary of the Commercial Operation Date.

19. “Force Majeure” shall mean any event or circumstances beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure. It shall include, without limitation, failure or interruption of the construction of the Solar Facility, production, delivery or acceptance of electricity due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued); unavailability of electricity from the utility grid, equipment, supplies or products (but not to the extent that any such unavailability of any of the foregoing results from the failure of the Party claiming Force Majeure to have exercised reasonable diligence); and failure of equipment not utilized by or under the control of the Party claiming Force Majeure.

20. “Governmental Authority” shall mean the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or
pertaining to government (including any supra-national body exercising such powers or functions, such as the European Union or the European Central Bank).

21. “Governmental Approvals” shall mean any notices to, reports or other filings to be made with, or any Consents, registrations, permits or authorizations to be obtained from, any Governmental Authority.

22. “Green Attributes” shall mean any and all credits, benefits, emissions reductions, offsets and allowances, howsoever entitled, attributable to the generation of Output from the Solar Facility, and its displacement of conventional energy generation, that is in effect as of the Effective Date or may come into effect in the future. Green Attributes include but are not limited to Renewable Energy Certificates, as well as: (1) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO2), methane (CH4), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere; and (3) the reporting rights to these avoided emissions, such as REC Reporting Rights. Green Attributes do not include Environmental Financial Incentives.

23. “Insolation” means the amount of solar radiation reaching a given area as measured in kWh / m².

24. “Insolation Data” shall mean the actual Insolation at the Site in kWh/m² over a Contract Year as measured and reported by a mutually agreed upon satellite insolation data provider.

25. “Interconnection Agreement” means an agreement entered into by and between District and the Distribution Utility which agreement shall provide for (i) the Solar Facility to be interconnected with the Distribution Utility’s electricity distribution system, (ii) for energy to flow from the Solar Facility to such system and (iii) for energy to flow from such system to the Project Site, as applicable, under the provisions of all applicable Distribution Utility’s tariffs.


27. “kWac” means kilowatt alternating current.


29. “kWhac” means kilowatt-hour alternating current.

30. “Notice to Proceed” means as defined in Section 6B.

31. “Outage” means as defined in Section 4E.

32. “Output” means: the total quantity of all actual electrical power generated by the Solar Facility as measured by a Meter at the Delivery Point measured in kWhac. Output does not include the Green Attributes, Environmental Financial Incentives, RECs or REC Reporting Rights.
33. “Output Guarantee Rate” means as defined in Exhibit F.

34. “Parallel Energy Services” means to remain interconnected to and receive grid services from the Distribution Utility.

35. “Permits” means all government permits and approvals, regulatory or otherwise required for the construction, installation, completion and operation of the Solar Facility.

36. “Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, trustee, estate, limited liability company, unincorporated organization, real estate investment trust, government or any agency or political subdivision thereof, or any other form of entity.

37. “Power Price” shall mean the per kWhac rate(s) as set forth on Exhibit B.

38. “Project” shall have that meaning as set forth in the Recitals of this Agreement.

39. “RECs” or “Renewable Energy Certificates” means renewable energy certificates related to and representing Green Attributes (also known as green tags, renewable energy credits, or tradable renewable certificates), which are tradable environmental commodities in the United States and represent 1 megawatt-hour (MWh) of electricity generated from an eligible renewable energy resource. These certificates can be sold and traded and the owner of the REC can claim to have purchased renewable energy.

40. “REC Reporting Rights” shall mean the right of a REC purchaser to report the ownership of accumulated RECs in compliance with federal or state law, if applicable, and to a federal or state agency or any other Party at the REC purchaser’s discretion, and include without limitation those REC Reporting Rights accruing under Section 1605(b) of the Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program.

41. “Reference Model” shall mean the PVsyst model set forth in Exhibit F used to generate the estimated performance of the Solar Facility.

42. “Site” means the portion of District’s real property on which a Solar Facility is to be located pursuant to this Agreement. See Exhibit E for additional details.

43. “Solar Facility” means the solar photovoltaic generation plant, together with all necessary inverters, ancillary plant and equipment with a target installation size expressed in kWdc and kWac to be installed at the Site.

44. “Temperature Data” shall mean the actual ambient temperature measured at the Site in degrees Celsius over a Contract Year.

45. “Termination Value” shall equal the product of (i) the capacity in Watts DC of the system at the Site and (ii) the value per Watt due in a year or, at any point within such year, as set forth in Exhibit C.
46. “Threshold Insolation” shall mean 96.4% of the modeled annual global horizontal insolation per the Reference Model and is equal to 1738.1 kWh/m². For clarity, 96.4% represents the P90 or 1.28 standard deviations below the mean value of the annual global horizontal insolation that makes up the Clean Power Research SolarAnywhere data set for the Site.

47. “Threshold Ambient Temperature” shall mean two (2) degrees Celsius above the mean annual ambient temperature included in the Clean Power Research SolarAnywhere data set for the Site as used in the Reference Model and is equal to 17.55°C.
### Exhibit B

**Power Price Chart**

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<th>Contract Period, Months</th>
<th>Contract Year</th>
<th>Power Price</th>
<th>Annual Production Estimate (kWh)</th>
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### Exhibit C

**Termination Values**

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<tr>
<td>289-300</td>
<td>25</td>
<td>$0.28</td>
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</tbody>
</table>
### Exhibit D

**Purchase Option Price**

<table>
<thead>
<tr>
<th>Purchase Option Price:</th>
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<tbody>
<tr>
<td>End of Contract Year 6:</td>
<td>$2,428,000</td>
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<tr>
<td>End of Contract Year 10:</td>
<td>$2,244,000</td>
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<td>End of Contract Year 15:</td>
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<td>End of Contract Year 20:</td>
<td>$1,751,658</td>
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<tr>
<td>End of Contract Year 25:</td>
<td>$1,510,094</td>
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</table>
Exhibit E

Description of Solar Facility

A 1,915.2 kW DC, 1,747.81 kW AC Fixed Tilt Ground Mounted Solar PV System located at 4625 Latrobe Road, El Dorado Hills CA 95762 and as detailed in the attached Exhibit G.
Exhibit E-1

License Agreement
License Agreement

This License Agreement (this “Agreement”), dated as of _______, 2019 (the “Effective Date”), is by and between ___________________________, a Delaware limited liability company (“Licensee”), and El Dorado Irrigation District (“Licensor”). Capitalized terms not otherwise defined herein shall have the definitions attributed to them in that certain Solar Power Purchase Agreement, dated _____________ 2019, between Licensee and Licensor (the “PPA”). Licensor and Licensee are sometimes referred to individually as a “Party” and collectively as the “Parties”.

WITNESSETH

WHEREAS, Licensor owns or licenses the real property as identified in Exhibit A attached hereto (the “Property”);

WHEREAS, Licensor wishes to license to Licensee a portion of the Property more particularly described in Exhibit B (the “Premises”) for the purpose of constructing, installing, owning, operating and maintaining a solar photovoltaic system (the “System”) as more particularly described in the PPA and grant to Licensee general access rights over the Property for the purpose of accessing the Premises and transmitting the electricity; and

WHEREAS, Licensee desires that Licensor grant a license to the Premises to Licensee as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and together with the PPA and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, Licensee and Licensor hereby agree as follows:

1. License. Licensor hereby grants a license to Licensee and Licensee hereby accepts the license from Licensor, in the Premises, in accordance with the terms and conditions hereinafter set forth, for the purpose of Licensee constructing, installing, owning, operating, and maintaining the System (the “License”).

2. Access Rights. Licensor hereby grants to Licensee the right of access on, over and through the Property as necessary or convenient to gain access to the Premises and the System. In the event that a utility provider requires an easement in connection with Licensee’s use of the Premises, Licensor shall grant such necessary easement to the utility provider, provided that such easement is in a commercially reasonable and recordable form.

3. Intentionally omitted.


   (a) Consistent with the PPA, Licensor hereby consents to the design, construction, installation, operation, maintenance, repair, and periodic alteration, replacement, and removal of the System on the Premises, including, without limitation, solar panels, mounting substrates or supports, wiring and connections, power inverters, service equipment, metering equipment and utility interconnections.

   (b) Licensor acknowledges and agrees that Licensee is the exclusive owner and operator of the System and that all equipment comprising the System shall remain the personal property of the Licensee and shall not become fixtures, notwithstanding the manner in which the System is or may be affixed to any real property of Licensor. Licensor shall have no right, title or interest in the System or
any component thereof, notwithstanding that the System may be physically mounted or adhered to the Premises. Licensor consents to the filing by Licensee, on behalf of Licensor, of a disclaimer of the System as a fixture of the Property in the office where real estate records are customarily filed in the jurisdiction of the Property. Throughout the Term, Licensor covenants that Licensee shall enjoy quiet and peaceful use, enjoyment and possession of the rights granted under this Agreement.

5. Representations and Warranties, Covenants of Licensor.

(a) Licensor represents and warrants that Licensor has lawful title to the Property.

(b) Licensor represents and warrants that Licensor (i) has been duly authorized to enter into this Agreement by all necessary action, and (ii) subject to the approval of the fee owner, if any, will not be in default under any agreement to which it is a party as a result of entering into this Agreement.

(c) Licensor represents and warrants that to its knowledge there are no Hazardous Substances present on, in or under the Property or Premises in violation of any applicable law. For purposes of this Agreement, “Hazardous Substances” means and includes, without limitation any substance, chemical, material or waste: (i) the presence of which causes a nuisance or trespass of any kind under any applicable present or future federal, state or local law, whether under common law, statute, rule, regulation, or otherwise, requirements under permits or other authorizations issued with respect thereto, and other orders, decrees, judgments, directives or other requirements of any governmental authority relating to or imposing liability or standards of conduct, disclosure or notification with regard to the protection of human health, the environment, ecological conditions or hazardous materials (“Environmental Law”); (ii) which is regulated by any governmental authority; (iii) is likely to create liability under any Environmental Law because of its toxic, flammable, corrosive, reactive, carcinogenic, mutagenic, infectious, radioactive, or other hazardous property or because of its effect on the environment, natural resources or human health and safety, including but not limited to, flammables and explosives, gasoline, petroleum and petroleum products, asbestos containing materials, polychlorinated biphenyls, lead and lead-based paint, radon, radioactive materials, microbial matter, biological toxins, mycotoxins, mold or mold spores or any hazardous or toxic material, substance or waste which is defined by those or similar terms or is regulated as such by any governmental authority; or (iv) which is designated, classified, or regulated as being a hazardous or toxic substance, material, pollutant, waste (or a similar such designation) under any federal, state or local law, regulation or ordinance, including under any Environmental Law.

(c) Licensor represents, warrants and covenants that it shall not permit any lien, claim, right or other encumbrance to attach to the System and agrees to discharge any lien, claim, encumbrance or interest that attaches to the System (other than liens, claims, encumbrances or interest placed on the System by Licensee or Licensee’s creditors).

6. Term. The term of this Agreement shall commence on the Effective Date and terminate on the date that is the last day of the month that follows the twenty-fifth (25th) anniversary of the Commercial Operation Date, as defined in the PPA (the “Term”); provided that any renewal of the PPA pursuant to Section 2 of the PPA shall extend the Term until the expiration of the final Renewal Term, as defined in Section 2 of the PPA. Upon extension of the Agreement pursuant to this Section 6, the Agreement shall terminate upon the earlier of the expiration of the PPA and the date that is thirty-five (35) years after the Effective Date of this Agreement. After termination of this Agreement, Licensor grants Licensee a license to enter the Premises for sixty (60) days to remove the System. Notwithstanding
the foregoing, if the PPA has terminated for any reason, this Agreement shall terminate on the date on which the PPA terminates. Under no circumstances shall the Term exceed an aggregate of 35 years.

7. Cooperation. Licensor shall cooperate with Licensee’s requests to assist Licensee in obtaining any necessary agreements, permits, approvals, including any zoning, land use, environmental, building and other permits required to construct, install, operate and maintain the System and any Licenses and approvals from the utility necessary in order to interconnect the System to the electrical system and/or the utility’s electric distribution system. Licensor shall obtain a non-disturbance agreement (“NDA”) in favor of Licensee from any third party who now has or may in the future obtain an interest in the Property or Premises, including, without limitation, lenders to Licensor, in a form reasonably acceptable to Licensee.

8. Maintenance. In the case of ground mount Systems, Licensee shall, at all times at Licensee’s sole cost and expense, maintain that portion of the Premises where the solar panels are located, in a manner sufficient to operate the System. All maintenance and repairs shall be carried out in a manner that minimizes the impact on the System.

9. Hazardous Substances. Neither Party shall introduce or use any Hazardous Substances on, in or under the Premises or Property in violation of any applicable law. If a Party becomes aware of any Hazardous Substances on, in, or under the Premises or Property, it shall promptly notify the other Party of the type and location of such Hazardous Substances in writing. Each Party agrees to indemnify, defend and hold harmless the other Party and its Affiliates and their employees and agents from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability, including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments, and reasonable attorney fees that any Party may suffer or incur due to the existence of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (“Environmental Claims”), that relate to or arise from such Party’s activities on the Property or Premises, except to the extent directly attributable to the negligent acts or omissions or willful misconduct of the other Party. Licensor shall further indemnify, defend and hold harmless Licensee and its Affiliates and their employees and agents from and against any and all Environmental Claims due to the presence of any Hazardous Substances in, on or under the Premises as of the Effective Date. The indemnifications in this Section 9 specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. Licensor shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable Environmental Law or other law relating to, all spills or other releases of any Hazardous Substances to the extent not caused by Licensee, that have occurred or which may occur on the Property. This Section 9 shall survive the termination or expiration of this Agreement.

10. Events of Default, Remedies.

(a) The following events shall be defaults with respect to Licensor (each, a “Licensor Event of Default”):

(i) Licensor breaches any material term of this Agreement if (A) such breach can be cured within thirty (30) days after Licensee’s written notice of such breach and Licensor fails to so cure, or (B) Licensor otherwise fails to commence within such thirty (30) day period and diligently pursue and complete within ninety (90) days said cure, if a longer cure period is needed; and
(ii) Licensor fails to pay Licensee any undisputed amount due Licensee under this Agreement within thirty (30) days from receipt of written notice from Licensee of such past due amount; and

(iii) A condemning authority takes all, or a portion, of the Premises which in Licensee’s opinion is sufficient to render the Premises unsuitable for Licensee’s use.

If a Licensor Event of Default has occurred and is continuing, in addition to other remedies that may be expressly provided herein, Licensee may terminate this Agreement, and pursue any and all remedies provided to Licensee under the PPA.

(b) The following events shall be defaults with respect to Licensee (each, a “Licensee Event of Default”):

(i) Licensee breaches any material term of this Agreement if (A) such breach can be cured within thirty (30) days after Licensee’s written notice of such breach and Licensor fails to so cure, or (B) Licensor otherwise fails to commence within such thirty (30) day period and diligently pursue and complete within ninety (90) days said cure, if a longer cure period is needed; and

(ii) Licensee fails to pay Licensor any undisputed amount due Licensor under this Agreement within thirty (30) days from receipt of written notice from Licensor of such past due amount.

If a Licensee Event of Default has occurred and is continuing, in addition to other remedies that may be expressly provided herein, Licensor may terminate this Agreement, and pursue any and all remedies provided to Licensor under the PPA.

11. Assignment. Neither Party shall have the right to assign any of its rights, duties or obligations under this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld, conditioned or delayed; provided, however, that Licensee may, consistent with the terms of the PPA, in its sole discretion and without the consent of Licensor assign any of its rights, duties or obligations under this Agreement to (i) one or more of its Affiliates, (ii) to a Secured Party, (iii) collaterally assign or pledge its interest hereunder in connection with any financing of the System, or (iv) any person succeeding to all or substantially all of the assets of Licensee, (any of the foregoing being a “Permitted Transfer”). An assignment by either Party in accordance with this Section 11 shall, provided that assignee assumes the assignor’s obligations under this Agreement, relieve the assignor of its obligations hereunder, except with respect to undisputed payments due by the assignor as of the effective date of the assignment, which obligations shall be performed by assignor or assignee as a condition precedent to such assignment. This Agreement shall be binding on and inure to the benefit of the successors and permitted assigns.

12. Incorporation of PPA Terms. Licensor and Licensee acknowledge the terms of the PPA Sections 3 (Removal of Solar Facilities), 5 (Construction, Operation & Maintenance), 7 (Ownership of Solar Facility, Output, Green Attributes and Environmental Financial Incentives), 11(C) (Relocation), Section 12 (Metering), 13(B) (Insolation), 14(E) (Limitation on Liability), 15 (Dispute Resolution), 16 (Taxes; Liens), 17 (Liability and Indemnity; Insurance), 19(B) (Collateral Assignment by Provider for Financing Purposes), and 20 (Confidentiality; Publicity) are hereby incorporated by reference and are made a part hereof as if set forth herein at length, Licensor being substituted for “District” under the PPA and Licensee being substituted for “Provider” under the PPA and with respect to Section 19(B), this Agreement being substituted for “this Agreement”.
13. **Amendments.** This Agreement may be amended only in writing signed by Licensee and Licensor or their respective successors in interest or permitted assigns.

14. **Notices.** All notices and communications concerning this Agreement shall be in writing and shall be delivered as provided in the PPA Section 22(B).

15. **Waiver.** The waiver by either Party of any breach of any term, condition, or provision herein contained shall not be deemed to be a waiver of such term, condition, or provision, or any subsequent breach of the same, or any other term, condition, or provision contained herein.

16. **Headings.** The headings in this Agreement are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provision of this Agreement.

17. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the domestic laws of the State of California without reference to any choice of law principles.

18. **Binding Effect.** This Agreement and its rights, privileges, duties and obligations shall inure to the benefit of and be binding upon each of the Parties hereto, together with their respective successors and permitted assigns.

19. **Counterparts.** This Agreement may be executed in counterparts, which shall together constitute one and the same agreement. Facsimile or .pdf signatures shall have the same effect as original signatures and each Party consents to the admission in evidence of a facsimile or photocopy of this Agreement in any court or arbitration proceedings between the Parties.

20. **Further Assurances.** Upon the receipt of a written request from the other Party, each Party shall execute such additional documents, instruments and assurances and take such additional actions as are reasonably necessary to carry out the terms and intent hereof. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Agreement.

21. **Waiver of Jury Trial.** TO THE EXTENT PERMITTED BY LAW, EACH PARTY HEREBY IRREVOCABLY WAIVES ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION IN ANY COURT IN ANY JURISDICTION BASED UPON OR ARISING OUT OF OR RELATING TO THIS AGREEMENT.

22. **Compliance With Laws.** Licensee shall not use the Premises or any part thereof or suffer or permit Licensee’s agents or contractors to do anything in or about the Premises in conflict with any applicable law, statute, zoning restriction, ordinance, or governmental law, code, rule or regulation affecting (a) the condition, use or occupancy of the Premises or (b) the construction, installation, ownership, operation or maintenance of the System. Licensee shall not commit any public or private nuisance or any other act or practice which would materially disturb the quiet enjoyment of any occupant of nearby properties.

23. **Conflicts.** To the extent any conflicts exist between this Agreement and the PPA, the terms of the PPA shall control.

24. **Recording.** Licensor hereby consents to the recording of a Memorandum of License, at Licensee’s sole cost, in substantially the form of Exhibit C attached hereto.

[remainder of page intentionally left blank]
IN WITNESS WHEREOF intending to be legally bound hereby, the Parties have executed this Agreement as of the Effective Date.

**LICENSOR:**

El Dorado Irrigation District

By: ______________________
Name: ____________________
Title: ____________________

**LICENSEE:**

By: ______________________
Name: ____________________
Title: ____________________
EXHIBIT A

PROPERTY LEGAL DESCRIPTION
EXHIBIT B

PREMISES LEGAL DESCRIPTION
EXHIBIT C

FORM OF MEMORANDUM OF LICENSE

[See attached]
MEMORANDUM OF LICENSE AGREEMENT

THIS MEMORANDUM OF LICENSE AGREEMENT (the “Memorandum”), is made as of __________, 2019, by and between El Dorado Irrigation District, with a principal place of business located at ________________, California (“Licensor”) and ________________________, a Delaware limited liability company with its principal place of business located at 1814 Franklin Street, Suite 700, Oakland, California 94612 (“Licensee”).

RECITALS

A. Licensor is the owner of the real property located in [____] County, California, more particularly described in Exhibit A attached hereto (the “Property”).

B. Licensor and Licensee are parties to that certain License Agreement (the “License”) dated as of _______________, 2019 (the “Effective Date”). Pursuant to the License, Licensor has licensed a portion of the Property (the “Premises”) to Licensee as more particularly described in Exhibit B attached hereto.

AGREEMENT

1. Licensor licenses to Licensee, for the Term (as defined below), the Premises in accordance with the terms and provisions of the License.

2. Licensor grants to Licensee for the Term, the right of access on, over, and through the Property as necessary and convenient to gain access to the Premises and the System (as defined in the License) in accordance with the terms and provisions of the License.

3. The term of the License (the “Term”) commenced on the Effective Date and terminates on the date that is the last day of the month that follows the twenty-fifth anniversary of the Commercial Operation Date, unless otherwise terminated by the Parties. The Term can be extended for up to two (2) successive terms of five (5) years each, but in no event shall the Term exceed thirty-five (35) years.

4. All of the terms, covenants and conditions of the License are incorporated herein and made a part hereof. The purpose of this Memorandum is to give notice of the existence of the rights created by the License.

5. As set forth more fully in the License, (a) Licensor shall not interfere with the insolation of solar energy over the System, and (b) the System shall remain the personal property of Licensee and shall not attach to, or be deemed a part of, or fixture to, the Property.

6. This Memorandum shall be governed by the laws of the State of California.
7. The parties agree that this Memorandum may be executed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

[remainder of page intentionally left blank]
IN WITNESS WHEREOF, the parties have duly executed this Memorandum as of the date first above written.

**LICENSOR:**

El Dorado Irrigation District

By: ________________________
Name: ________________________
Title: ________________________

**LICENSEE:**

By: ________________________
Name: ________________________
Title: ________________________

By: ________________________
Name: ________________________
Title: ________________________
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____________
County of _____________
On _________________ ___, _____ before me ___________________ _____, Notary Public personally appeared __________________________________ _________________________ __________________________, who proved to me on the basis of satisfactory evidence to be the person(s), whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of ______________ that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

_________________________________________________
Notary Public

(seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____________
County of _____________
On _________________ ___, _____ before me ___________________ _____, Notary Public personally appeared __________________________________ _________________________ __________________________, who proved to me on the basis of satisfactory evidence to be the person(s), whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of ______________ that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

_________________________________________________
Notary Public

(seal)
EXHIBIT A

PROPERTY LEGAL DESCRIPTION
Exhibit F

Output Guarantee Rate

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<tr>
<th>Measurement Period</th>
<th>Output Guarantee Rate</th>
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<tr>
<td>Contract Years 5-8</td>
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<td>Contract Years 9-12</td>
<td>$0.059</td>
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<td>Contract Years 13-16</td>
<td>$0.074</td>
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<tr>
<td>Contract Years 16-20</td>
<td>$0.090</td>
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<tr>
<td>Contract Years 21-25</td>
<td>$0.111</td>
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</tbody>
</table>

Reference Model:
[ATTACHED BEHIND THIS COVER PAGE]
Grid-Connected System: Simulation parameters

Project : El Dorado irrigation

Geographical Site: El Dorado Hills WWTP  
Country: United States

Situation
Latitude: 38.64° N  
Longitude: -121.06° W  
Time defined as: Legal Time  
Time zone: UT-8  
Albedo: 0.20

Meteo data: El Dorado Hills WWTP  
NREL NSRD: TMY3 - TMY

Simulation variant : El Dorado WWTP 50% Design  
Simulation date: 15/07/19  11h41

Simulation parameters

Collector Plane Orientation
Tilt: 25°  
Azimuth: 16°

Models used
Transposition: Perez  
Diffuse: Imported

Horizon
Average Height: 3.2°

Near Shadings
According to strings  
Electrical effect: 80 %

PV Array Characteristics

PV module: Si-mono  
Model: JAM72S01-380/PR BSS01  
Manufacturer: JA Solar

Custom parameters definition
Number of PV modules: 28 modules  
In series: 28 modules  
In parallel: 180 strings

Total number of PV modules: 5040  
Unit Nom. Power: 380 Wp

Array global power: Nominal (STC)  
1915 kWp  
At operating cond.: 1739 kWp (50°C)

Array operating characteristics (50°C)
U mpp: 1010 V  
I mpp: 1722 A

Total area: Module area  
9789 m²  
Cell area: 8930 m²

Inverter
Model: CPS SCA125KTL-DO/US-600 BSS01  
Manufacturer: Chint Power Systems

Characteristics
Operating Voltage: 870-1300 V  
Unit Nom. Power: 125 kWac

Inverter pack
Nb. of inverters: 13 units  
Total Power: 1625 kWac

PV Array loss factors

Array Soiling Losses

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<thead>
<tr>
<th></th>
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<td>1.6%</td>
<td>4.6%</td>
<td>1.6%</td>
<td>4.7%</td>
<td>1.0%</td>
<td>1.0%</td>
<td>1.0%</td>
</tr>
</tbody>
</table>

Thermal Loss factor
Uc (const) 25.0 W/m²K  
Uv (wind) 1.2 W/m²K / m/s

Wiring Ohmic Loss
Global array res. 6.5 mOhm  
Loss Fraction: 1.0 % at STC

LID - Light Induced Degradation
Loss Fraction: 1.1 %

Module Quality Loss
Loss Fraction: -0.3 %

Module Mismatch Losses
Loss Fraction: 1.0 % at MPP

Strings Mismatch loss
Loss Fraction: 0.10 %

Incidence effect (IAM): User defined IAM profile

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<th>Angle (°)</th>
<th>0°</th>
<th>30°</th>
<th>50°</th>
<th>60°</th>
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<th>75°</th>
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<td>Value</td>
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<td>0.591</td>
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Grid-Connected System: Simulation parameters (continued)

<table>
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<tr>
<th>System loss factors</th>
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<tbody>
<tr>
<td>AC wire loss inverter to transfo</td>
<td>Inverter voltage 600 Vac tri</td>
</tr>
<tr>
<td>Wires: 3x1200.0 mm² 245 m</td>
<td>Loss Fraction 2.0 % at STC</td>
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<tr>
<td>External transformer</td>
<td>Iron loss (24H connexion) 3745 W</td>
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<tr>
<td>Resistive/Inductive losses 2.7 mOhm</td>
<td>Loss Fraction 0.2 % at STC</td>
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User's needs: Unlimited load (grid)
Grid-Connected System: Horizon definition

Project: El Dorado irrigation
Simulation variant: El Dorado WWTP 50% Design

Main system parameters

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<tr>
<th>Horizon</th>
<th>Average Height</th>
<th>Diffuse Factor</th>
<th>Albedo Factor</th>
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<td>-120</td>
<td>-45</td>
<td>-30</td>
<td>-15</td>
</tr>
</tbody>
</table>

Near Shadings
According to strings

PV Field Orientation
Model: JAM72S01-380/PR BSS01
Nominal power: 380 Wp

PV Array
Nominal power: 1915 kWp

Inverter
Model: CPS SCA125KTL-DO/US-600 BSS01
Nominal power: 125 kW ac

Inverter pack
Nominal power: 1625 kW ac

User's needs
Unlimited load (grid)

Meteonorm horizon for, Lat. = 38.637°, Long. = -121.056°

Plane: tilt 25°, azimuth 16°
Grid-Connected System: Near shading definition

Project: El Dorado irrigation
Simulation variant: El Dorado WWTP 50% Design

Main system parameters

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>System type</td>
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<tr>
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<td>Average Height 3.2°</td>
</tr>
<tr>
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<td>According to strings</td>
</tr>
<tr>
<td>PV Field Orientation</td>
<td>tilt 25°, azimuth 16°</td>
</tr>
<tr>
<td>PV modules</td>
<td>JAM72S01-380/PR BSS01, Pnom 380 Wp</td>
</tr>
<tr>
<td>PV Array</td>
<td>5040, Pnom total 1915 kWp</td>
</tr>
<tr>
<td>Inverter</td>
<td>CPS SCA125KTL-DO/US-600 BSS01, Pnom 125 kW ac</td>
</tr>
<tr>
<td>Inverter pack</td>
<td>13.0, Pnom total 1625 kW ac</td>
</tr>
<tr>
<td>User's needs</td>
<td>Unlimited load (grid)</td>
</tr>
</tbody>
</table>

Perspective of the PV-field and surrounding shading scene

Iso-shadings diagram

El Dorado irrigation
Shading factor (according to strings) - iso-shadings curves

Atmospheric parameters:
- Attenuation for diffuse: 0.940
- and albedo: 0.688

12h: 22 June
11h: 22 May - 23 July
10h: 20 Apr - 23 Aug
9h: 20 Mar - 22 Sep
8h: 21 Feb - 23 Oct
7h: 19 Jan - 22 Nov
6h: 22 December
Grid-Connected System: Main results

Project: El Dorado irrigation
Simulation variant: El Dorado WWTP 50% Design

Main system parameters

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<td>Average Height</td>
<td>3.2°</td>
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<tr>
<td>Horizon</td>
<td>According to strings</td>
</tr>
<tr>
<td>Near Shadings</td>
<td>25° azimuth</td>
</tr>
<tr>
<td>PV Field Orientation</td>
<td>25° tilt, 16° azimuth</td>
</tr>
<tr>
<td>PV modules Model</td>
<td>JAM72S01-380/PR BSS01</td>
</tr>
<tr>
<td>PV Field Orientation tilt</td>
<td>25°</td>
</tr>
<tr>
<td>PV Array Nb. of modules</td>
<td>5040</td>
</tr>
<tr>
<td>Inverter</td>
<td>CPS SCA125KTL-DO/US-600 BSS01</td>
</tr>
<tr>
<td>Inverter pack Nb. of units</td>
<td>13.0</td>
</tr>
<tr>
<td>User's needs</td>
<td>Unlimited load (grid)</td>
</tr>
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</table>

Main simulation results

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>System Production</td>
<td>Produced Energy 3252 MWh/year</td>
</tr>
<tr>
<td>Performance Ratio PR</td>
<td>81.78%</td>
</tr>
<tr>
<td>Specific prod.</td>
<td>1698 kWh/kWp/year</td>
</tr>
</tbody>
</table>

Normalized productions (per installed kWp): Nominal power 1915 kWp

El Dorado WWTP 50% Design
Balances and main results

<table>
<thead>
<tr>
<th>Month</th>
<th>GlobHor kWh/m²</th>
<th>DiffHor kWh/m²</th>
<th>T Amb °C</th>
<th>GlobInc kWh/m²</th>
<th>GlobEff kWh/m²</th>
<th>EAarray MWh</th>
<th>E_Grid MWh</th>
<th>PR</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>62.8</td>
<td>30.02</td>
<td>5.97</td>
<td>90.9</td>
<td>84.9</td>
<td>153.6</td>
<td>145.3</td>
<td>0.835</td>
</tr>
<tr>
<td>February</td>
<td>82.0</td>
<td>34.98</td>
<td>11.05</td>
<td>109.1</td>
<td>103.6</td>
<td>187.5</td>
<td>177.7</td>
<td>0.850</td>
</tr>
<tr>
<td>March</td>
<td>139.9</td>
<td>54.97</td>
<td>10.60</td>
<td>168.6</td>
<td>161.0</td>
<td>269.9</td>
<td>275.3</td>
<td>0.853</td>
</tr>
<tr>
<td>April</td>
<td>180.9</td>
<td>59.47</td>
<td>13.79</td>
<td>197.2</td>
<td>188.8</td>
<td>332.3</td>
<td>315.7</td>
<td>0.836</td>
</tr>
<tr>
<td>May</td>
<td>224.0</td>
<td>68.36</td>
<td>16.63</td>
<td>226.1</td>
<td>212.8</td>
<td>372.1</td>
<td>354.2</td>
<td>0.818</td>
</tr>
<tr>
<td>June</td>
<td>240.9</td>
<td>60.74</td>
<td>22.44</td>
<td>233.6</td>
<td>222.3</td>
<td>360.2</td>
<td>362.3</td>
<td>0.810</td>
</tr>
<tr>
<td>July</td>
<td>247.4</td>
<td>57.78</td>
<td>26.91</td>
<td>244.5</td>
<td>226.1</td>
<td>380.4</td>
<td>363.0</td>
<td>0.775</td>
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<tr>
<td>August</td>
<td>221.6</td>
<td>52.43</td>
<td>22.69</td>
<td>235.2</td>
<td>224.7</td>
<td>383.1</td>
<td>364.9</td>
<td>0.810</td>
</tr>
<tr>
<td>September</td>
<td>173.6</td>
<td>42.17</td>
<td>20.87</td>
<td>205.3</td>
<td>190.1</td>
<td>326.9</td>
<td>311.3</td>
<td>0.792</td>
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<tr>
<td>October</td>
<td>126.2</td>
<td>39.38</td>
<td>16.48</td>
<td>167.7</td>
<td>160.6</td>
<td>262.2</td>
<td>268.5</td>
<td>0.836</td>
</tr>
<tr>
<td>November</td>
<td>76.3</td>
<td>32.67</td>
<td>11.78</td>
<td>109.7</td>
<td>103.3</td>
<td>184.6</td>
<td>175.2</td>
<td>0.834</td>
</tr>
<tr>
<td>December</td>
<td>58.8</td>
<td>28.45</td>
<td>5.64</td>
<td>88.4</td>
<td>82.0</td>
<td>146.4</td>
<td>138.5</td>
<td>0.818</td>
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<tr>
<td>Year</td>
<td>1834.4</td>
<td>561.60</td>
<td>15.42</td>
<td>2076.3</td>
<td>1960.2</td>
<td>3419.2</td>
<td>3251.9</td>
<td>0.818</td>
</tr>
</tbody>
</table>

Legends:
- GlobHor: Horizontal global irradiation
- DiffHor: Horizontal diffuse irradiation
- T Amb: Ambient Temperature
- GlobInc: Global incident in coll. plane
- GlobEff: Effective Global, corr. for IAM and shadings
- EAarray: Effective energy at the output of the array
- E_Grid: Energy injected into grid
- PR: Performance Ratio

PVsyst Licensed to Borrego Solar (USA)
Project: El Dorado irrigation
Simulation variant: El Dorado WWTP 50% Design

Main system parameters

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<td>User's needs</td>
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User's needs: Unlimited load (grid)

Loss diagram over the whole year

- Horizontal global irradiation: 1834 kWh/m² (+13.2%)
- Global incident in coll. plane: 1960 kWh/m² * 9789 m² coll. (efficiency at STC = 19.58%)
- Far Shadings / Horizon: -0.1%
- Near Shadings: irradiance loss: -2.1%
- IAM factor on global: -1.3%
- Soiling loss factor: -2.1%

Effective irradiance on collectors

- PV conversion: 3757 MWh
- Array nominal energy (at STC effic.): 3427 MWh
- PV loss due to irradiance level: -5.7%
- PV loss due to temperature: -0.7%
- Shadings: Electrical Loss acc. to strings: +0.3%
- Module quality loss: -1.1%
- LID - Light induced degradation: -1.1%
- Mismatch loss, modules and strings: -0.7%
- Ohmic wiring loss: -1.9%

Array virtual energy at MPP

- Inverter Loss during operation (efficiency): -1.9%
- Inverter Loss over nominal inv. power: -0.2%
- Inverter Loss due to max. input current: +0.0%
- Inverter Loss over nominal inv. voltage: +0.0%
- Inverter Loss due to power threshold: +0.0%
- Inverter Loss due to voltage threshold: +0.0%
- Night consumption: -1.2%

Available Energy at Inverter Output

- AC ohmic loss: -1.9%
- External transfo loss: 3355 MWh (3252 MWh)

Energy injected into grid: 3252 MWh
EXHIBIT G
GENERAL CONDITIONS AND TECHNICAL SPECIFICATIONS

This EXHIBIT G is a summary of the Scope of Work and is not all inclusive of terms and conditions of the Agreement.

Attachment A – Preliminary Drawings
Attachment B – Site Assessment Table
Attachment C – Preliminary Project Schedule
Attachment D – Construction Meeting Minutes Template
Attachment E – Change Form Template
Attachment F – Commissioning Schedule
Attachment G – Notice to Proceed for Pre-Construction Template
Attachment H – Notice to Proceed to Procurement & Construction Template
Attachment I – Manufacturers’ Warranties
1. **PROJECT OVERVIEW**

As set forth in detail below, Provider shall be responsible for supplying, at Provider’s sole cost, all expertise, labor and materials necessary to construct, install and commission and operate the Solar Facilities, including but not limited to: planning, permitting, designing, engineering, procuring, delivering, installing, constructing, interconnecting, commissioning and operating as well as providing warranties and maintenance. Access to the Project Sites of the Solar Facilities shall be subject to the terms of the License and approval of the District.

Provider is generally responsible for the following activities: (a) project management including design, engineering, submittals, construction, interconnection, commissioning and Distribution Utility sign off; (b) procurement of all materials and equipment; (c) design and engineering including civil, structural, electrical, seismic and wind loading requirements and fire protection requirements; (d) permitting and environmental compliance with the current version of all applicable codes and standards; (e) Distribution Utility interconnection requirements compliance; (f) site preparations including but not limited to grubbing, clearing, grading, roads, dust control, drainage requirements, construction wastewater and storm water disposal, removing excess debris, and all final site preparation; (g) meters, monitoring, Data Acquisition System (“DAS”), and weather station; (h) production analysis and performance guarantee; (i) conformance to manufacturers’ installation requirements and warranty terms; (j) acceptance testing, commissioning, interconnection signoff and Permission to Operate (“PTO”) by the Distribution Utility; (k) construction closeout including punch list, as-built drawings/documents package, PV module washing, and site cleanup; (l) operation and maintenance for the term of the PPA; (m) Site security requirements; (n) safety plans and measures per District approval. In addition to these general responsibilities, the Provider shall be responsible for all additional requirements as set forth in the PPA and all Exhibits, including but not limited to this Exhibit G – General Conditions and Technical Specifications.

Provider shall also be responsible for providing District with copies of Provider’s Operations and Maintenance (“O&M”) manuals, testing reports, start-up procedures, warranties, guarantees, and commissioning reports. Provider shall execute all of its obligations in a manner which reasonably minimizes interference and inconvenience to the District. Provider shall regularly report status of Provider’s execution of its obligations under this Agreement to the District.

2. **GENERAL REQUIREMENTS**

2.1 **Project Management** Provider shall own and operate the Project and is responsible for overall safety on each Project Site. Provider shall conduct all project management activities required to complete the Project, including coordination efforts with District’s representative, the Distribution Utility, inspectors, permitting agencies, suppliers, sub-contractors, Provider’s office and field Project staff and any other third parties that are involved in or impacted by the Project. The installation must be “turn-key”, requiring a minimum level of supervision and project management by the District, including all materials, equipment and labor, completed and commissioned per the specifications and general conditions contained herein. All Distribution Utility related interconnection work, fees, and installations necessary to make the Solar Facilities operational will be the sole responsibility of the Provider in accordance with any requirements of the Distribution Utility.

2.2 **District’s Project Objectives** The District requires that the Provider perform each of the following in accordance with the Agreement:

A. Ensure that construction activities and Project installation and operation are performed safely, comply with all applicable law, and do not result in any adverse effect on District staff, surrounding persons and property, existing facilities, local power quality, local data systems or daily operations at any Project Site throughout the life cycle of the installation. Manage
construction and operation activities so that they minimally disrupt the operations at each Project Site.

B. Create a definitive scope of work and project schedule for the project, and manage the entire project including but not limited to contracts, design, engineering, permitting, approvals, procurement, pre-construction, Distribution Utility interconnection, installation, testing, commissioning, performance validation, and on-going maintenance and operation per the scope of work and project schedule.

C. Design Solar Facilities to obtain maximum projected net savings and cash flow over the term of the PPA using proven technology that complies with the terms and conditions of the PPA as well as compliance to all relevant codes and regulations.

D. Implement Solar Facilities sized in compliance with the Distribution Utility’s applicable rate structure for each Project Site and in compliance with all Distribution Utility requirements applicable to the Project.

E. Meet Project and financial incentive submittals and completion deadlines. Effectively manage the schedule and coordinate construction activities around District’s other construction projects where applicable.

F. Ensure that all Project design and construction activities are coordinated with existing District facility operations and/or construction activities and are in compliance with District’s work rules, safety requirements, and specifications at all times.

2.3 Communication Protocol Throughout the entire Project timeline, the representative selected by District will be Provider’s source of contact regarding any and all Project related issues. At no time between the release date of the RFP and the Solar Facility commissioning date, shall Provider contact District directly without the stated permission of District’s representative. Unless otherwise stated, District’s representative will act as a liaison, facilitator and intermediary between Provider and District.

Unless otherwise stated in the Agreement Documents and subject to change by District, the Parties shall meet bi-weekly during the design phase of the Project and weekly during the construction phase of the Project to, among other things, review work performed to date and to be performed. At the request of the District, Provider shall ensure that SCE attends meetings as required to provide updates. Provider shall organize the meeting, prepare, and distribute meeting notes. Meeting minutes shall be based on the template in Attachment D and shall include a 3 week look-ahead schedule, RFI log, Change Order log and Submittal Log with 2 week look-ahead priority list(s). Meeting notes shall be updated during the meeting and distributed at the end of the meeting and District shall have five business days after District’s receipt of such minutes to object to them in writing and provide corrections in writing. A quorum of meeting attendees will be named at the first meeting. The named quorum shall be in attendance in all Project meetings. A pre-construction meeting shall be held prior to any work being performed on the site with all required parties.

2.4 Solar Facility Sizing It is the sole responsibility of the Provider to ensure that the sizing of the total installed system capacity per Project Site (kW DC / kWAC) achieves the Annual Production Estimate per Solar Facility. The total installed system capacity per Project Site shall not increase or decrease the Annual Production Estimate without prior written approval of the District.

2.5 Incentives Unless specifically stated otherwise in other Agreement Documents, Provider shall prepare and submit to all applicable agencies, on behalf of District, or assist District in doing so
directly, all applications, proof of progress submittals, and claim forms and documentation necessary for any environmental or financial incentives and rebates; provided that District shall have the opportunity to review, comment on, and approve all such applications and documentation prior to submission by Provider. If District shall decide to prepare and submit such documents, Provider will coordinate and provide District promptly upon District’s written request all documents reasonably necessary for District to do so, including any application submitted by District to qualify the Project as a “Qualified Facility” under pertinent rules and regulations of the Federal Energy Regulatory Commission or any other governmental authority. Provider shall not charge any additional fee for its services. Unless stated otherwise in other Agreement Documents, District shall pay for all fees required to file the applications.

2.6 Physical Site Investigation & Project Feasibility Assessment Provider shall read and become knowledgeable with all documentation concerning the Project Sites included in the RFP package, and visit the Project Sites to assess its conditions and logistics, including but not limited to all Distribution Utility interconnection related requirements. Provider shall conduct feasibility and configuration assessments, environmental assessments, and all other inspections of the Project Site(s) to determine that the Project Sites can support the installation and interconnection of the Solar Facilities. Provider must visit the Project Sites to ascertain site conditions, accuracy of provided drawings and feasibility of design.

The District makes no representations as to the accuracy of any information, drawings or data provided to the Provider for the Project. It is the Provider’s responsibility to perform all necessary due diligence and discovery to confirm existing site conditions and any modification required for the successful implementation of this Project. Provider shall ensure the existing Project Sites’ electrical distribution equipment including the main switchboard and Distribution Utility transformer will support the interconnection of each Solar Facility.

Provider is responsible for the upgrades to the existing District electrical system required to accommodate the System installation and interconnection and has included those upgrades in their scope, price and design drawings. An amount has been included in the Power Price for all scope, associated costs, and design of Distribution Utility Upgrades at each Site as follows:

El Dorado Hills WWTP: $310,752.00

If the actual cost reasonably incurred by Provider for this scope of work exceeds the amount above by more than five percent (5%) then Provider shall be entitled to a proportionate increase of the Power Price in an amount of $0.0011/kWh per $50,000 increase in cost. If the actual cost reasonably incurred by Provider for this scope of work is less than the amount allowed the District shall be entitled to a proportionate decrease of the PPA rates in an amount of $0.0011/kWh per $50,000 decrease in cost.

Provider shall confirm that each Solar Facility is interconnected to the correct meter at each Project Site by validating the meter and service account identification numbers (SAID) with the Distribution Utility.

The District operates under a number of environmental permits issued by various agencies. If due to an action, inaction or negligence by the Provider the District becomes subject to non-compliance penalties, the cost of such penalties shall be borne by the Provider.

Provider shall identify if any third-party site assessments are required and be responsible for obtaining all required studies at their sole cost and expense. Provider shall assume any and all costs and risks associated with physical Project Site conditions and real estate constraints. Reports which may be required to be obtained by Provider at the Provider’s sole cost include, but are not limited to:

- Structural Report
- Soils/Geotechnical Report
- Environmental Study
- Title Reports / ALTA Surveys
- Topographic Surveys
- Underground Utility Survey
- Glint and Glare Study
- Arc Flash Study

These reports must be obtained when requested by the District or any other Governmental Authority having jurisdiction. Although the District may provide historical information regarding the Sites, the District makes no representation as to the accuracy of the information about the Project Sites provided in the RFP package or otherwise, including data, drawings and reports developed by third parties. Provider shall rely solely on its own due diligence to discover and confirm existing conditions at the Project Sites. Provider shall report any discovered and previously unknown site conditions of a substantial nature to the District as soon as such conditions are discovered or revealed. If, despite Provider’s due diligence efforts in accordance with prudent industry standards and the terms of the Agreement, Provider discovers unforeseen site conditions that differ materially from the site information available to, or accumulated by, Provider prior to the Construction Start Deadline, and if such unforeseen site conditions will substantively and materially affect the cost and/or the schedule to construct the Solar Facility at such site, then District and Provider shall promptly meet and confer to discuss such unforeseen site conditions and, if applicable, mutually agree upon an equitable adjustment to the Power Price and/or to the construction schedule, as the case may be. For the avoidance of doubt, Provider shall have the burden to demonstrate that such site conditions were, in fact, unforeseen as set forth herein.

2.7 Permitting, Codes, Regulatory Compliance Provider shall obtain, oversee and adhere to all required permissions for Project construction and operation by obtaining approvals from all Governmental Authorities having jurisdiction over the Project, including, but not limited to: the permitting agency, the Distribution Utility, incentive authorities, the California Energy Commission, fire safety, California Occupational Safety and Health Administration (“OSHA”), right-of-way permits, easement agreements and other codes and best practices. Specifically, the Provider shall obtain and submit all documents to achieve and maintain permission to operate with all required Governmental Authorities. In addition to stamped and approved plans, Provider shall provide the District installation compliance confirmation letters from all authorities having jurisdiction within 5 days of receipt.

2.8 Procurement Provider shall procure all equipment and services required for Project design, construction, commissioning, system monitoring, warranties and operation and maintenance and as described in this Agreement and as shown in the District-approved final design engineering drawings, specifications and data sheets. Any proposed changes or substitutions must be presented to the District in standard submittal format with detailed explanations and instructions for review, comment and approval. District approval of any of the submittals provided by Provider, including drawings, does not excuse the Provider from their responsibility to meet all safety requirements, applicable codes and standards requirements, requirements of all Governmental Authorities and the requirements of the Agreement including this Exhibit G.

2.9 Construction Provider shall conduct all construction and construction management work per the Project scope, schedule and per the requirements of this Agreement. Any proposed changes that represent a deviation from scope or schedule must immediately be brought to the District’s attention for review. All work must be performed and supervised by skilled workers trained and experienced in the installation of photovoltaic solar systems in accordance with equipment manufacturers’ installation requirements. Provider shall effectively manage the schedule and coordinate construction activities around District’s other construction projects where applicable.
2.10 **Commissioning** Provider shall conduct all activities required for proper testing and commissioning of the Solar Facilities and any related installations / systems. Commissioning will include testing for all systems to ensure proper operations per the design standards and testing parameters and required to verify that the system is functioning as expected within acceptable parameters and as designed at a nameplate capacity and first year of operation production capacity adjusted for actual weather conditions consistent with the requirements of the Agreement. Provider shall manage all necessary final inspections with all Governmental Authorities having jurisdiction over the Project, the Distribution Utility, District representatives, and any other required inspectors. Provider shall also be responsible for completing the Commissioning Schedule template in Attachment F and submitting it to the District’s representative for review and approval. Provider will notify District no less than five (5) days prior to the commencement of testing and District and / or its representative will have the right to observe all such tests. As part of the commissioning activities, Provider must confirm that no negative impacts are experienced by existing facilities that connect or interface with the new installations and systems.

2.11 **Distribution Utility Interconnection** Provider is responsible for coordinating and implementing all requirements related to the interconnection of the Solar Facilities with the Distribution Utility, which shall include Distribution Utility provided and installed facilities and District provided and installed facilities, at Provider’s sole cost and expense. Provider will coordinate with the Distribution Utility and the District to meet all of the milestones for the Project required by any Interconnection Agreement. Provider is responsible for compliance with all milestones, including payment milestones to the Distribution Utility for design and installation services provided by the Distribution Utility. Provider shall be responsible for obtaining written Permission to Operate for the Solar Facilities from the Distribution Utility, and activate the system to begin generating power in compliance with this Agreement. In addition, Provider shall be responsible for all on-going terms, obligations and costs described in the Interconnection Agreement, and any other necessary permit signoffs from any Governmental Authorities having jurisdiction over the Project, to operate the Solar Facility in parallel with the Distribution Utility grid. For the purposes hereof, “Interconnection Agreement” means an agreement entered into by and between City and the Distribution Utility which agreement shall provide for (i) each Solar Facility to be interconnected with the Distribution Utility’s electricity distribution system, (ii) for energy to flow from each Solar Facility to such system and (iii) for energy to flow from such system to the Project Sites, as applicable, under the provisions of the Distribution Utility’s tariff.

Provider shall also be responsible for coordinating the desired rate tariff changes with the Distribution Utility for each Solar Facility. Desired rate tariffs for each Distribution Utility meter are defined in the Site Assessment Table. Provider will be responsible for ensuring that each Solar Facility meets the requirements for inclusion in the desired rate tariffs and will promptly inform the District if there is any discrepancy between such requirements and the specifications for each Solar Facility set forth in this Agreement. Rate changes shall occur as soon as possible following Permission to Operate. Provider shall be responsible for ensuring that the rate tariff change has taken place for each Distribution Utility meter and providing confirmation of the rate tariff change to the District.

3. **ENGINEERING AND DESIGN REQUIREMENTS** Provider shall, at its own cost and expense, (i) design, prepare and cause to be sealed all Drawings and Engineering Documents, and perform engineering studies and estimates and attend meetings as may be required (or arrange for design and engineering pursuant to a subcontract executed in accordance with this Agreement), for the construction of the Project and interfaces required by the Distribution Utility including, without limitation, sizing of equipment, communication systems and components, preparing specifications and calculations for equipment and material to be included in the Project, completing the Work in accordance with the this Agreement, providing administration and other services and items required to complete and deliver to District and Distribution Utility the design and Engineering Design Packages, calculations, studies, and Drawings necessary to construct a fully integrated and
operational Project, and (ii) provide services, attend meetings and prepare all necessary documents and permit applications required to obtain all Governmental Approvals, including, without limitation, coordinating with the Governmental Authorities, the Distribution Utility and other agencies regarding Governmental Approvals necessary for the completion of the Project, completing the permitting process beginning from the permit application through to final approval and receipt of all Applicable Permits, all in accordance with this Agreement and its Exhibits, Applicable Law, Governmental Approvals, District Requirements, Distribution Utility requirements, Engineering Design Packages, Industry Standards, the actual condition of the Project Site(s) and all requirements to be sufficient, complete and adequate in all aspects to enable the Project to achieve the Annual Production Estimate and a minimum 25 year design life.

3.1 **Design Codes**

In addition to the codes cited in Section 16010 of the Construction Specification Institution, the Project shall be designed and installed in accordance with the latest edition of all applicable codes, standards, and recommendations of the following agencies:

- ACI – American Concrete Institute
- AISC – American Institute of Steel Construction
- ASCE-American Society of Civil Engineers
- ASME-American Society of Mechanical Engineers
- ASTM – American Society for Testing and Materials
- CAL OSHA-California /Occupational Safety and Health Administration
- Caltrans – California Department of Transportation
- CBC-California Building Code
- ETL-Electrical Testing Laboratories.
- IEEE-Institute of Electrical and Electronic Engineers
- ICEA-Insulated Cable Engineer’s Association.
- IAEI-International Association of Electrical Inspectors.
- IPMVP- International Performance Measurements and Verification Protocol.
- NEMA-National Electrical Manufacturers Association.
- NEC -National Electrical Code
- UL-Underwriters Laboratories
- CEC-California Electrical Code
- Distribution Utility Manuals and Standards

3.2 **General Requirements**

3.2.1 **Licensing**

(a) In all cases, engineers are to be properly licensed by the State of California.

(b) Electrical, civil, geotechnical, structural and other engineering designs and reports are to be stamped and signed by a licensed engineer.

3.2.2 **Orientation and Shading**

(a) Project will have a minimum shade free window between the hours of 10am and 4pm (solar time) on the winter solstice.
(b) Orientation of the array shall be optimized for maximum financial benefit but in all cases with an azimuth between 180 and 270 degrees unless otherwise explicitly approved by District in writing.

(c) The Provider shall provide a PVsyst report at every stage of the design that shows that the System design and installation will meet the Annual Production Estimate.

(d) Inverters shall not be placed in locations subject to exposure to direct sunlight between the hours of 10am to 4pm. Where inverters must be placed in locations that would otherwise be subject to direct exposure to sunlight during this window of time, they shall be provided with shade coverings or otherwise protected from continuous exposure to the sun.

3.2.3 Site and General System Requirements

(a) PV arrays shall require a study, recommendations and stamp and sign off from a licensed structural and geotechnical engineer.

(b) Ground mounted PV arrays shall be designed to allow for adequate access for operations and maintenance of the arrays.

(c) All roads shall be designed and installed for all weather access.

(d) All conductors shall be in conduit. Provider shall not direct bury conductors unless explicitly approved by District in writing. All conduits shall be installed according to the requirement of the NEC and all Governmental Authorities.

(e) Where Schedule 40 or Schedule 80 PVC conduit is permitted, all horizontal and vertical bends, and vertical risers shall be PVC-RGS or PVC-RA. All below grade horizontal bends and vertical bends shall be long radius elbows. Bending of straight PVC conduit to avoid installation of the specified PVC-RGS or PVC-RA long radius elbows will not be allowed.

(f) Equipment pads shall be protected by bollards where they are at risk for collision damage in the judgment of District. Bollards shall be permanent unless removable bollards are required to facilitate access to equipment.

(g) Provider shall provide erosion control, weed abatement, and security for the Site throughout construction.

(h) Provider shall be responsible for creating and performing all requirements of a Storm Water Pollution Prevention Plan (“SWPPP”), dust control plan, pollution mitigation plan, and all other plans required by all Governmental Authorities. At a minimum, any earthwork-related or fine grading activities are to be conducted in the morning to avoid potential impact of the afternoon winds with construction-related fugitive dust.

(i) Ground mounted PV arrays shall be fenced in accordance with the NEC, NESC and requirements of the Governmental Authority and shall include provisions for at least one locking gate. Fencing around ground mount installations shall provide for a sixteen (16’) foot wide clearance to the PV modules to allow for vehicular access and limit shading impact on the system. At El Dorado Hills WWTP, the existing fence around the property boundary has been determined by the Provider to meet the aforementioned requirements but additional fencing has been included in the PPA rate and will be installed around other boundaries of the array by the Provider as required.

(j) If adequate site fencing or equivalent is not in place, inverter pads, battery equipment pads, disconnect switches and all other equipment determined by Owner to require limited access shall be fenced. Fencing shall be eight (8) foot high and two (2) inch mesh chain link galvanized steel fence where in accordance with all local requirements.

(k) Locks for all gates and combiner boxes to be provided by Provider but must be approved by District prior to procurement. All gates shall include provision for both District and Provider locks to allow for either entity to access the Site during construction.

(l) The height of ground mounted arrays shall be a minimum of two (2) feet above grade.

(m) The Provider will evaluate whether the Site is in a floodplain and take appropriate precautions to prevent water damage to the Project, including determining and installing the PV arrays,
inverters, combiner boxes and all other materials to be used in the ground mounted infrastructure at the appropriate height above grade to be above the 1-percent-annual-chance flood elevation.

(n) Lighting requirements for array locations shall be determined by the Provider but must be approved by the District during design. Any lighting locations and fixture specifications shall be mutually agreed to.

(o) An arc flash study shall be performed by Provider and all required equipment labeling, fault current and coordination analysis, and recommendations for proper personal protective equipment (PPE) shall be followed in accordance with the results of the arc flash study.

3.2.4 Wiring

(a) All conductors #8 AWG or smaller shall be copper. Code compliant aluminum conductors may be used for conductors larger than #8 AWG. All wiring that interfaces with any District equipment must be copper.

(b) All wiring used for grounding shall be copper.

(c) Ground lugs shall be mechanical or irreversible crimp and acceptable for copper conductor termination.

(d) All wiring shall be minimally rated to handle the voltage and current of the designed system.

(e) All termination equipment shall be rated for the conductor type, temperature, current and voltage of the conductor being terminated.

(f) PV module string wire shall be PV Wire and be appropriately rated for UV exposure where required.

(g) Wiring in conduit or below ground shall be listed and labeled by a nationally recognized testing laboratory (NRTL) in accordance with Underwriters Laboratories standards for its purpose and location.

(h) Where exiting from the ground, all conduits shall enter enclosures from below and be made watertight by sealing with silicone sealing compound.

(i) All above ground conduit within the District’s facilities shall be OCAL or equivalent PVC coated rigid steel. All other above ground conduit shall be Intermediate Metallic Conduit (IMC), Schedule 80 PVC or approved equal shall be used on all above ground installation locations susceptible to risk of damage or vandalism during construction or in operation.

(j) All DC wire, other than panel-to-panel wire in a string that is not spanning a gap more than 3 inches wide, shall be located in conduit.

(k) All conductors used for communication will be shielded cable with a drain.

(l) Communications wiring shall be located in separate conduits from the high voltage DC and AC wiring with sufficient separation to prevent interference.

(m) Unless otherwise approved by the District in advance, modules shall be grounded with hardware. Module grounding shall be in accordance with all requirements of the NEC and Governmental Authority.

(n) Locking connectors shall mate with PV module terminations and shall be certified compatible with the PV module manufacturer provided locking connector by the chosen connector manufacturer.

(o) The PV System shall be equipped with DC arc-fault protection in accordance with the NEC.

(p) PV System DC wiring shall be protected by overcurrent protection rated for DC circuits and marked by the manufacturer for use in PV systems. Fuses shall be listed and labeled by a nationally recognized testing laboratory (NRTL) in accordance with Underwriters Laboratories standard UL 2579.

(q) Total DC voltage drop shall be limited to 2% unless otherwise explicitly approved by District in writing. The circuit shall be defined as all wiring from the module junction box to the DC
input terminals at the inverter. Provider shall account for all horizontal and vertical distances and all wire gauge/raceway transitions.

(r) Total AC voltage drop shall be limited to 2% unless otherwise explicitly approved by District in writing. The circuit shall be defined as all wiring from the inverter output to the Delivery Point. Provider shall account for all horizontal and vertical distances and all wire gauge/raceway transitions.

(s) Geotechnical studies must include soil corrosivity and thermal resistivity testing and evaluation. All work must include consideration for the results of the testing and evaluation.

3.2.5 Electrical Tie-In
(a) The Generation Meter shall be identified on the preliminary and final drawings and shall be located within ten (10) feet of the Delivery Point unless an alternative location is approved in writing by the District.
(b) A Net Generation Output Meter (NGOM) shall be provided for each new Solar Facility.

3.2.6 Structural
(a) Equipment pads shall be a minimum of 6” of concrete reinforced at 12” intervals with #5 rebar unless otherwise directed by the structural engineer. Equipment pad layouts shall include adequate spacing to accommodate maintenance activities for all equipment.
(b) Structural engineers are to specify grade of steel used in all support structures. Mill certifications showing the identification of the steel to be used on the Project and the quality thereof shall be provided to District. Mill certifications shall be checked by Provider prior to accepting delivery of any steel.
(c) Where enclosures will be mounted vertically to array structural posts or other supports, two (2) feet minimum ground clearance and appropriate working clearances as required per NEC shall be maintained. In no case shall equipment locations create shade on the array between the hours of 10am-3pm on December 21.
(d) Structural engineers shall determine code requirements for seismic, wind and snow design loads and the Project shall be designed and installed in accordance with the latest edition of all applicable codes and standards.

3.3 Engineering Design Packages Provider and its subcontractors (as applicable) shall prepare and submit to District for their review and approval all drawings, assessments, reports, specifications and all other necessary documents setting forth in detail all requirements for the construction of the Project. Provider shall prepare preliminary, 50%, 90% and 100% Engineering Design Packages as described herein. All engineering and installation drawings shall comply with current construction standards, codes and regulations, and adhere to all requirements of this Agreement. The system design will comply with all applicable laws and regulations. District approval of any of the submittals provided by Provider, including drawings, does not excuse the Provider from their responsibility to meet all safety requirements, applicable codes and standards requirements, requirements of all Governmental Authorities and the requirements of the Agreement including this Exhibit G.

Preliminary and 50% Engineering Design Packages shall at a minimum contain the following information:
- Drawings depicting at a minimum:
  - overall system layout
  - the tilt and azimuth for all arrays
  - the location and sizing of all PV arrays
  - the location of all major equipment including but not limited to inverters, transformers, disconnects, batteries, meters.
- Product data sheets and copies of manufacturers’ warranties for all major pieces of equipment.
- Completed Site Assessment Table in native and PDF formats.
- PVSyst production modeling report in PDF format and 8760 output file in MS Excel format. The production model report and 8760 output files must be in the same format and use the same assumptions as those used to finance the project.

All other Engineering Design Package submittals shall at a minimum contain the following information:
- A full set of drawings
- All required drawings, assessments, and reports, signed and stamped by the Engineer of Record.
- Full details of the mounting system design including snow, wind and seismic considerations and calculations as required.
- Production models for each Site in both PDF and Microsoft Excel 8760 formats. The production model shall use the same assumptions, be in the same format and use the same modeling software for each revision unless otherwise agreed to by the District.
- Product data sheets and copies of manufacturers’ warranties for all major pieces of equipment.
- Completed Site Assessment Table in native and PDF formats.
- Primavera P6 or equivalent construction schedule (providing Gantt chart output) showing milestones, equipment order and delivery dates, and staffing requirements. Specific milestones such as conduit installation completion, material arrival dates, Interconnection date, and commissioning timeline, shall be highlighted.
- A list of those changes made from the original proposal with the reasons therefor.

In addition, a complete Project Execution Plan for each Site shall be provided to the District for review which shall at a minimum address the following:
- Material storage location
- Lay-down and layout yard location
- Site office location
- Access and mobilization
- Crane locations and traffic control
- Method of installation
- Human resources and staffing
- Communications
- Anticipated project risks

This plan shall be reviewed and approved by the District prior to any work being performed on the Site(s).

The Engineering Design Packages will be reviewed by the District. Comments shall be delivered to Provider within 10 business days of submission for review. Ensuring the Project is in compliance with all requirements and will be installed to meet all requirements of this Agreement remains the sole responsibility of the Provider.

3.4 Design Drawings A drawing summary list shall be maintained by the Engineer of Record for tracking drawings and revisions thereof over the design/ construction period and the list shall be provided to District on a bi-weekly basis or as requested. All drawing submittals shall be according to the following:

3.4.1 Format
   (a) Any changes in the Engineering Design Packages from one District submittal to the next shall be clouded.
   (b) Redlines shall be maintained on a not more-than-weekly basis. As-built drawings shall be completed in a reasonable amount of time following the Governmental Authority final inspection and sign off.
3.4.2 **Content** All drawings shall at a minimum include the site address, District logo and project name in the title block. At a minimum all Drawing submittals shall include the following:

(a) **Title Page.** Information on the title page shall include, but not be limited to the following:

- Location of the Site.
- System size: This shall include kWdc and kWac.
- Area of installation: Area, in square feet or acres as appropriate, of area that the installation encompasses.
- PV module part numbers and quantities.
- Inverter part numbers and quantities.
- Engineer of Record block.
- Index of drawings.
- Benchmarking / survey control data

(b) **Single Line Diagrams/layout page.** The single line diagrams shall accurately depict the physical electrical connections (i.e. quantity, type, and size of conductors, quantity, size, and type of conduit) between all electrical equipment used in the system. Information on the single line diagrams shall include, but not be limited to the following items:

- Location of Generation Meter.
- Location of Distribution Utility Meter.
- Location of Net Generation Output Meter.
- PV Modules per string.
- Number of strings for each combiner box.
- String map per array or subarray.
- Depiction of the wiring and fusing in all disconnects.
- Wire type, size and quantity used for each run.
- Total wire length for each run and associated voltage drop calculations.
- Conduit size and quantity of wires in each conduit for each run.
- All overcurrent protection sizing.
- Monitoring Data communications and power wiring.
- Lighting wiring.
- Interconnection tie-in scheme.
- Distribution Utility meter number and SAID.
- Switchgear and transformer sizing.
- Complete electrical calculations.
- Make and model of all equipment.

(c) **Electrical Site Plan and details.** Information on the electrical layout shall include, but not be limited to the following items:

- Plan view of locations of all electrical equipment
- Elevation views of all electrical equipment
- Locations of conduit runs

(d) **Grounding system design including connection points and conductor size.** All electrical equipment shall be depicted, including their capacity/rating, manufacturer, part number, quantity and reference designator where applicable. Examples of equipment shall include but not be limited to the following:
PV Modules
Inverters
Combiner Boxes
Wire (gauges and quantity)
Transformers
Switchgear
DC & AC Disconnects
Overcurrent protection
Data Acquisition System (DAS)
Main Switchboard
Meters
Distribution Panels
MET (Meteorological) Stations

Site Layout Page(s). Information on the site plans shall include, but not be limited to the following items:

- Detailed solar array layout
- Equipment pad designs
- Locations of all equipment
- Locations of monitoring and security equipment
- Location of the point of interconnection
- Fire access requirements
- American’s with Disabilities requirements
- Location of project lighting additions
- Locations and sizing of spare conduits
- Safety label details (including, but not limited to, arc flash)
- All civil work details

4. **EQUIPMENT** The Solar Facilities are intended to be in operation for a minimum of 25 years, therefore, the life cycle costs (capital expenditures and operating and maintenance expenses) for all installations and systems must be considered in selection criteria for all materials and equipment. Provider shall purchase and cause to be delivered to each Project Site all equipment and materials required for the Project and as described in the District-approved final design engineering drawings, specifications and data sheets and as required to construct a fully functioning Project. Any proposed changes or substitutions must be presented to the District in standard submittal format with detailed explanations and instructions for review, comment and approval. Minimum requirements for equipment are described below. District approval of any of the submittals provided by Provider, including drawings, does not excuse the Provider from their responsibility to meet all safety requirements, applicable codes and standards requirements, requirements of all Governmental Authorities and the requirements of the Agreement including this Exhibit G.

4.1 **Standards** All components shall be designed, manufactured, tested and listed in accordance with the latest applicable standards of NEMA, ANSI, NEC, IEC and UL. Provider shall verify listing and labeling of equipment by a Nationally Recognized Testing Laboratory (NRTL) prior to installation. In all cases NEC and Governmental Authority rules shall apply.

4.2 **Factory Testing** Any equipment that is required to be factory tested by an applicable standard shall be accompanied by the results of those factory tests, and further those results will be submitted to the District as part of the Final Binder.
4.3 **Acceptance and Care** Equipment shall be stored, handled and installed in accordance with manufacturer’s requirements. Material received shall be identified by serial number, a report prepared and that report including make, model and serial numbers of the material and equipment received (if applicable) shall be forwarded to District within ten (10) days of the equipment being received.

4.4 **NEMA Rating** If any Project Site is within two (2) miles of any body of water or one (1) mile from any body of salt water, inverters and combiner enclosures shall be NEMA 4X in stainless steel and all enclosures exposed to the elements shall be NEMA 4X.

4.5 **Nameplates and Labeling** All equipment, panels, boxes and associated equipment shall be clearly labeled with engraved phenolic nameplates. Unless otherwise explicitly approved by District in writing, nameplates shall be red background with 3/8” or greater white letters. Provider shall submit the proposed nameplates with desired labeling for approval prior to installation. The following minimum labeling shall be installed:

(a) Install engraved signs for instruction and warning identifying that a solar PV system is operational on the premises at appropriate locations and that there is potentially multiple power sources on the premises – submit wording and location to District for approval. In all cases NEC requirements shall dictate.

(b) Provide identification of all DC power circuits on switches and clearly identify individual PV module strings in DC combiner boxes. Use appropriate wire color codes (i.e. Red & Black) for negative and positive circuits.

(c) PV modules must include serial numbers in such a position as to be easily visible when installed.

(d) Install all signage required by NEC Article 690 of the most recently adopted version of the NEC and per the requirements of the CA Fire Marshall PV Specifications.

(e) Install all other required signage per NEC (including arc flash requirements per NEC Article 110).

(f) Inverters shall have engraved phenolic labels with shutdown and restart instructions. These labels shall be on the outside of the inverter.

4.6 **Products – Approved Manufacturers and General Product Requirements** Only products that meet the requirements below shall be used in the construction of the Project, unless otherwise explicitly approved in writing by District.

**Approved PV Modules.**
JA Solar JAM72S09 375-395/PR

**Approved PV Module Manufacturer**
JA Solar

**District’s General Guidelines for PV modules**
- Thin-film, concentrating PV, etc. PV technologies are not accepted by District.
- All PV modules must be included on any required rebate-related approved module list as well as on the California Energy Commission’s (CEC’s) List of Eligible Photovoltaic Modules.
- All PV modules must have anti-reflective (AR) glass surfaces.
- All PV modules used on the Project shall include a minimum 25 year linear power output warranty and a minimum 10 year product warranty.
• All array layouts, PV module related submittals, and PV module data sheets must include cell and module efficiency ratings, and define the guaranteed production degradation over the warranted life of the module.

• Provider will provide flash test data for all PV modules to District in MS Excel format upon procurement of PV modules. District, at its sole discretion, may randomly select up to fifty (50) PV modules for delivery to a third-party for quality verification testing. The costs of such verification testing shall be the responsibility of District.

Approved Inverter Hardware. Central and string level inverters up to 1500VDC are allowed where in compliance with the National Electrical Code. All inverters must be included on any required rebate-related approved inverter list as well as on the California Energy Commission’s List of Eligible Inverters. Inverters must meet all Distribution Utility requirements. All inverters must have a minimum 10 year warranty.

Approved Inverter Manufacturer
Chint Power Systems

Inverter Manufacturer Preventative Maintenance and Support Services. District requires preventative maintenance support services which may be provided by the Provider or the inverter manufacturer, as well as comprehensive and highly responsive repair service offerings. In addition, District will be monitoring the inverters’ performance remotely, and require that the inverters utilize an open interface and documented protocols for third party monitoring software.

Approved Mounting Hardware
Mounting or tracking solutions or systems not listed by a nationally recognized testing laboratory (NRTL) may be submitted to District for review and approval. District requires that all mounting solution descriptions clearly identify the mounting hardware and any engineering services related to the mounting solution. Proposed mounting systems or tracking solutions should be supplied with full specifications, warranty details, etc.

Approved Mounting Hardware Manufacturer
Terrasmart

Approved Data Acquisition System (“DAS”)
Also Energy

Performance Monitoring and Reporting Service Provider
Also Energy

Inverter Monitoring Provider
Also Energy, Chint Power Systems

Weather Station Requirements
• Module temperature sensor
  Provider will be selecting equipment that meets the requirements herein.

• Irradiance sensors (one horizontal and one installed at each unique azimuth and tilt of the arrays)
  Provider will be selecting equipment that meets the requirements herein.
• **Ambient temp sensor**
  Provider will be selecting equipment that meets the requirements herein

• **Wind speed and direction sensor**
  Provider will be selecting equipment that meets the requirements herein

**Load Side Interval Meter**
Provider will be selecting equipment that meets the requirements herein

**Generation Meter**
Provider will be selecting equipment that meets the requirements herein

**Approved DC Safety Switches**
The inverters will have integrated DC Safety Switches.

**Approved Grounding Lugs**
Direct Burial Ilsco GBL-4DBT or approved equal. Module grounding will be achieved using a UL 2703 listed racking system and modules that are compatible with grounding using a UL 2703 listed racking system. Otherwise module grounding will be in accordance with the requirements in this Exhibit G.

5. **COMMUNICATIONS AND MONITORING SYSTEMS** Provider is responsible for the complete and fully functional installation and operation of the Supervisory Control and Data Acquisition (“SCADA”) System. Any labor, communications devices, wiring and or other materials shall be included in Provider’s cost and scope. The SCADA system shall meet all the requirements outlined in this Agreement.

5.1 **Performance Monitoring & Reporting Service.** Provider shall provide a Performance Monitoring and Reporting Service (“PMRS”) contract for the term of the PPA to monitor and collect data for load side interval meters, Generation Meter, inverters, meteorological stations and all other data points applicable to the Solar Facility operation. Provider shall be responsible for procuring, installing, and commissioning the PMRS equipment, and for entering into a contract with a third party Performance Data Provider (“PDP”). The monitoring service requirements are as follows:

(a) Provider shall provide operator and administrator level training to District for using the PMRS software interface as part of commissioning activities.

(b) The PMRS software interface must allow for access via a link from the District’s website and must allow the users to view and download real-time and historical electricity usage and production data at each Project Site over a variety of timescales. Provider shall coordinate and obtain approval of all data points to be displayed on the public webpage with the District prior to implementation.

(c) The PMRS software interface must allow the District to programmatically download via Application Program Interface (“API”) the real-time and historical electricity usage and production data at each Project Site over a variety of timescales, including a minimum of one (1) year of 15-minute interval data.

5.2 **Equipment / Components** Below is a list of the minimum equipment / components that must be included as part of the PMRS. All equipment shall be installed to equipment manufacturer’s recommendations and best practices for solar power systems.

- **Load Side Interval Meters.** Provider is required to install load side revenue grade interval meters to measure the total (not net) electricity usage, instantaneous demand, power factor, etc. at each main switchboard where the PV Systems are interconnected. The load side revenue grade interval
meters shall be installed as part of the PMRS system and send data through the PDP and be displayed on the PMRS software interface.

- **Data Logger/Internet Gateway**

- **Generation Meter** Revenue Grade energy meters shall be installed to monitor the generation of the Project at each Site. The Generation Meter shall be located on the interconnection side of all major electrical losses, including but not limited to, all transformers, unless an alternative location is agreed to in writing by the District. The Generation Meter shall be installed as part of the PMRS system and send data through the PDP and be displayed on the PMRS software interface.

- **External Device Communication** Provider must arrange for and provide District a secure and reliable internet connection adequate to provide a minimum of 15 min data uploads for all of the data points from the PMRS. Provider shall provide a high-speed cellular data service during the entire term of the PPA to record the electric energy generated by the System and all other PMRS data as required by this Exhibit and shall make this information available to the District through the PMRS system.

- **Inverter Monitoring** If inverters are not provided with communications as part of the standard package, then the communications option shall be ordered. Where various communication package options exist those options shall be discussed with the District prior to ordering.

- **Protective Relays, Medium Voltage Circuit Breakers and Transformers** All available data points shall be provided through the PMRS system.

- **Meteorological Stations.** The Project will require installation of one meteorological station at each Project Site in a location determined by the District and to include at least the following:
  - one (1) ISO 9060 first class pyranometer installed at 0º tilt to measure ground horizontal irradiance (GHI)
  - one (1) ISO 9060 first class pyranometer installed at each unique azimuth and tilt of the arrays installed
  - two (2) PV module temperature sensors,
  - one (1) ambient temperature sensor,
  - one (1) wind speed and direction sensor and,
  - one (1) rain gauge.

Sensors shall be mounted away from shadows, reflective surfaces, and sources of artificial irradiation or any other factor that may influence measurement accuracy of the sensors. Irradiation sensors will be installed in the middle of the array.

The PV module temperature sensor data shall be linked to the predicted power calculation formula in the PMRS software interface along with the applicable plane of array irradiance data supplied by the pyranometer for each array.

The meteorological station must be connected to the PMRS so that weather data can be collected and downloaded along with the Solar Facilities production data.

All meteorological station equipment shall be calibrated and tested by the original equipment manufacturer or vendor prior to delivery to the Site and maintained through the Term of the PPA per the manufacturer’s requirements. All pyranometers shall be cleaned in the same manner and at the same time as a module washing is performed.

### 5.3 Analytics Pages

Each Site PMRS should have the following tabs configured in the monitoring analytics page. They should be labeled uniformly at each site. The tabs should be labeled as follows:

- **5.3.1 Load Profile**
5.3.2 **Inverter Output** kWh per inverter (each inverter shall have a unique name matching the naming convention in the As-Builts)

5.3.3 **Predicted kW**
(a) Generation Meter Power (kW)
(b) Predicted Power (kW)

5.3.4 **Inverter vs GenMeter kW**
(a) Each inverter as: Inverter A – Manufacturer kW Capacity Power (kW)
(b) Generation Meter Power (kW)

5.4 **Other Data** Each Site PMRS should have the following minimum additional information available:

5.4.1 **Alarms** Each site should have at least the following custom alarms:
(a) Inverter produces less than 10% of the inverter capacity over the course of an hour between 10am and 3pm. The upper limit of the alarm should be set to twice the inverter capacity.
(b) Generation Meter reports less than 0.1 kW for one hour between 10am and 3pm. The upper limit of the alarm should be set to twice the site capacity.

5.4.2 **Settings** All System information should be filled out completely and correctly on the monitoring platform to match the As-Built drawings and allow for easy identification of equipment and other System information.

6. **CONSTRUCTION** Provider is required to conduct all construction and construction management work for completion of the Project. Provider shall perform all work in accordance with generally accepted industry practices, all applicable laws, regulations, codes, rules, ordinances, government approvals and permitting requirements, equipment manufacturer’s requirements, and quality control inspection protocols so that each Solar Facility meets or exceeds (i) all requirements of applicable laws, government approvals and licenses; (ii) equipment manufacturer’s installation specifications, and compliance with the terms and conditions of all applicable warranties and guarantees; (iii) complies with all requirements of the Interconnection Agreement; (iv) all established safety protocols for operation and maintenance, and labeling / placarding requirements; (v) all requirements of the commissioning procedures and performance validation herein; (vii) all requirements for any applicable federal, state or other environmental or financial rebates and incentives. All Work must be performed and supervised by skilled workers trained and experienced in the installation of photovoltaic solar systems in accordance with equipment manufacturers’ installation requirements. Provider is encouraged to utilize local sub-contractors and source materials and resources locally should they provide requisite qualifications and competitive advantages.

6.1 **Site Safety and Security** The Provider shall be solely responsible for compliance with all applicable occupational safety and health standards, rules, regulations and orders established by local agencies, the State of California, and California Division of Occupational Safety and Health Construction Safety Regulations (Cal OSHA), including obtaining permits required by California Code of Regulations, Title 8, Section 341 and 341 (a). In addition, Provider and all subcontractors shall comply with applicable provisions of Federal, State, and municipal safety, health, and sanitation statutes and codes. In the event there is a conflict between the provisions of the Safety and Health Regulations for Construction promulgated by the U.S. Department of Labor in Title 29 CFR Part 1926, Occupational Safety and Health
Act (OSHA), or the California Occupational Safety and Health Act regulations in the California Labor Code Section 6300 et seq. (Cal. OSHA), the more stringent provision shall prevail.

Provider will develop a site specific OSHA approved safety plan for each Project Site and submit it to District for review and approval prior to the start of construction. The Site Safety and Security Plan shall include an evaluation and appropriate documentation of the safety record for all Subcontractors that will be performing work on the Project, a traffic control plan, and an Injury and Illness Prevention Program plan. The Site Safety and Security Plan shall also include the location of emergency utility shutoffs and an evacuation plan. A safety conference shall be scheduled prior to the start of construction to review the experience modification rating, the respective safety requirements, and to discuss implementation of all health and safety provisions related to this project. Representatives from the Provider, every subcontractor and the District shall be present at the safety conference. No work shall be performed on the Project prior to written confirmation that the District has accepted the Site Safety and Security Plan.

Following the commencement of work on the Project, safety meetings will be held once a week with all Provider and subcontractors’ employees attending. Printed names will be taken of those attending the meeting. No individual will start work at any Project Site without having attended a safety briefing on the dangers and protocols of the Project Site. Records of this training will be kept and provided to District for review. No individual will operate a piece of equipment on which they have not had certification training. Certification shall be carried on the operator at all times.

Please note that the District has adopted a “Total Safety Culture” and reserves the right to suspend the work wholly or in part, for any time period as the District representative deems necessary, due to unresolved safety disputes. Any costs or schedule impacts that result from the District suspending work due to unresolved safety disputes shall be the full responsibility of the Provider.

Security of the construction site is the sole responsibility of Provider, including any security monitoring equipment, fencing or other precautions that Provider may deem reasonably necessary. District will not be liable for theft or damage of equipment or materials stored at the Project Sites.

6.2 Access to and Use of Project Sites District shall provide access and area at each Project Site for the performance of the work on the Project, including lay-down area and storage area. District will grant Provider access to each Project Site to perform all work associated with the Project and on-going Operation & Maintenance during regular business hours, or such other reasonable hours requested by Provider and approved by the District in accordance with this Agreement. Access points to the Sites must be closely coordinated with the District and approved in advance before construction begins.

Provider agrees not to bring, keep, or permit to be brought to, or kept at or near any Project Site, any hazardous materials, or materials which are prohibited by the District or prohibited by the standard form of District’s insurance policy. Provider agrees not to commit or suffer to be committed any waste upon the Project Sites.

Provider shall install signage at each front gate / Site entrance to identify the Project and the Provider’s name and contact information. The signs may need to be elevated and/or located close to District-designated areas for visibility. The Provider shall submit a prototype of the construction signs to the District for review and approval before posting the signs at the construction sites. After approval, actual sign placement and location shall be coordinated with the District’s Inspector. A construction project sign template can be provided to the Provider upon request.

The signs shall be prepared in a professional manner, be at least four feet tall by eight feet wide, made of 3/4-inch thick exterior grade plywood or other approved material.
6.3 **Drawings** Provider shall maintain one complete Engineering Design Package at the job site including one full set of full size plans marked to show any deviations that have been made from the approved plans, including but not limited to buried or concealed construction features or utilities which are revealed during the course of construction. Current as-built record drawings shall be accessible to the District at all times during the construction period. They shall be reviewed with the District at regular intervals. Upon completion and prior to final inspection of the Project, the Provider shall submit the complete Engineering Design Package to the District for review, and shall make such revisions or corrections as may be necessary for them to be a true, complete, and accurate record of the Project in the opinion of the District.

6.4 **Work-Time Constraints** Great care shall be taken to avoid interruptions to business activities. Construction activities shall take place between typical working hours of 7:00AM to 5:00PM, Monday through Friday, excluding recognized holidays. If inspections are required outside of these available time slots then special arrangements must be made in advance and are subject to District approval and the Provider will be responsible for reimbursing the District for the costs related to overtime for the inspections. Noise suppression shall be practiced at all times to minimize disturbance to persons living or working nearby, and to the general public. A maximum of 65dB shall not be exceeded when measured at any property line. Provider will be required to provide necessary weekly updates of scheduled activities at each Site to District.

A shutdown plan must be provided to the District at least two months in advance to allow for electrical shutdowns to be carefully coordinated with the District’s Construction and Safety Inspector and Site Plant Manager. All electrical shutdowns shall be carefully coordinated with a trial shutdown completed at least two weeks in advance. Notice of all pending shutdowns shall be provided 30 days in advance, followed by two weeks in advance, followed by forty-eight (48) hours in advance. All interruptions in power to a WWTP shall be subject to District approval and must be coordinated to take place during a specific “low-flow period” for each WWTP (typically in the early morning hours). All WWTPs shall be limited to four hours for shutdowns. All efforts must be taken to minimize the amount of time required to complete interconnections. Backup power will be provided by generators during shutdowns, at Provider’s expense.

Reasonable efforts must be taken to minimize noise during working hours. Deliveries shall take place between 7:00am to 3:30pm Monday through Friday, excluding recognized holidays. All deliveries must be coordinated with the District at least 24 hours in advance of the anticipated delivery. Provider shall manage construction activities around and with consideration to the other projects occurring at the same time where applicable.

6.5 **General Requirements**

6.5.1 **Wiring / Conduits**

(a) Locations of all pull boxes shall be reviewed with District prior to start of construction.

(b) No wire splicing shall be allowed.

(c) All exposed wire will be secured every three and a half feet (3.5’) minimum

(d) When terminating aluminum conductors all terminations shall be coated with an oxide inhibitor.

(e) Underground cabling shall have electrical warning tape installed approximately 12 inches below finished grade in the backfill.

(f) Provider shall use GPRS and potholing to survey for underground utilities and use best practices when boring or trenching including hand digging near buried lines. Trenching or boring in potentially high-risk areas (gas lines) shall be coordinated with the District.
The Provider shall carefully preserve all benchmarks, monuments, survey markers, and stakes and shall be solely responsible for resetting if required.

Provider shall confirm that PV systems are interconnected to the correct Distribution Utility meter at each Project Site by validating the meter and service account identification numbers (SAID) with the Distribution Utility.

All exposed wiring shall be properly rated for direct sun exposure.

Exposed wiring shall be restrained utilizing wire clips and per NEC and best practices to eliminate strain on PV module junction box connections, wire pinch points and wire kinks. Strain-relief devices shall be rated and labeled for exposure to UV (direct sunlight).

Conduit entry locations shall be made in manufacturer provided/specified locations only.

All ground conductors shall be protected from physical damage as specified in the NEC.

Power and data lines shall be located in a separate conduits with appropriate separation to avoid interference.

All junction boxes, condolets, etc., are to be sealed with a silicone sealing compound and made watertight. Underground junction boxes shall be covered with traffic rated metal plates bolted / welded in place with a permanent marking on the lid stating “Electrical”. Aboveground junction boxes must have tamperproof screws and shall not be placed in areas where water ponding is anticipated.

A subsurface drainage system shall be required to be installed to direct ground and surface water toward existing offsite drainage features at each Site. In all cases the design of the drainage for the Solar Facility shall prevent water being directed towards existing plant drainage and water accumulation in any area of the Site.

6.5.2 Equipment

Equipment shall be stored and handled in accordance with manufacturer’s requirements.

Inverters shall be placed away from all buildings where the operational noise would disturb the occupants.

All high voltage and high amperage equipment must be installed in secure, tamper-proof, and locked enclosures to prevent unauthorized tampering for safety and theft prevention. Locks for all gates and combiner boxes are to be provided by Provider but must be approved by District prior to procurement.

Locks for all gates and combiner boxes to be provided by Provider but must be approved by District prior to procurement.

Safety labels are required for high voltage and high amperage equipment.

All enclosures will be detailed prior to Final Completion to ensure that any scratches, etc. are properly covered with paint as appropriate.

PV Modules shall have their serial numbers recorded as they are installed grouped and listed by string.

The Provider has determined that security cameras are not required for the security of these arrays and therefore has not included installation of conduits at each Project Site sufficient to allow for future installation of security cameras. Should the Provider choose to install cameras as part of the overall security plan for any Site, camera selection and location shall be coordinated with the District. Integration of any installed safety and security systems with the PMRS system shall be reviewed with the District and options provided.

6.5.3 Site Work

It is the Provider’s sole responsibility to ensure that all Site Work complies with all federal, state and local code requirements and all applicable industry codes and standards, and all other requirements in the Agreement including the requirements in this Agreement.
(b) Temporary security fencing around construction areas shall be provided throughout construction, to be removed at end of construction, and permanent fencing and bollards added if required.

(c) Prior to the start of any work on Site and following the finish of construction, Provider shall take pre-construction videos and photographs of any and all areas that may be impacted as part of the Project construction and provide the pre-construction videos and photographs to the District for review and reference.

(d) Provider shall ensure that all existing underground utilities and installations are not impacted by Project construction. In the event Provider damages or makes inoperable any underground or above ground utilities it will be Provider’s full responsibility to notify District immediately and make whole and fully operational to District’s standards and to District’s satisfaction, at Providers sole cost and expense, all damaged utilities.

(e) Provider is responsible for the repair of any damage to any Project Site that is caused by Provider at their sole cost and expense. Provider shall assess the condition of all areas to be used in the construction of the Solar Facilities prior to construction and shall alert the District if any such area cannot accommodate wear and tear caused by ordinary construction activities. In such event, Provider shall propose a reasonable remedy or remedies to such conditions for District’s consideration.

(f) Damage to District’s facilities and or the Solar Facility shall be reported to District within 24 hours with photographs.

(g) All areas within the limits of construction or otherwise impacted by construction of the Project shall be restored to pre-Project Site conditions at the Provider’s sole cost and expense including but not limited to: fine grading, rock and concrete spoils removal, vegetation remediation.

(h) Provider will coordinate with District when boring or trenching is performed, when laydown areas are determined, when major shipments are planned, or any other activities that might impact District’s business operations.

(i) Provider shall correctly torque all such equipment or assemblies requiring torque and mark torqued bolts to designate status of having been torqued. District or District’s representative may at any time request a test of marked bolts. Failure of a bolt designated as torqued to show that torque may require all assemblies to be re-torqued in the presence of a third-party inspector – such inspector to be paid for by Provider.

(j) Provider shall maintain a clean and workmanlike construction site. Loose debris and unsafe conditions shall not be tolerated at any time.

(k) Provider is responsible to obtain all necessary Site data, perform all required geotechnical investigations and determine all Site data required for the design and construction of the System at their sole cost. This shall include determination of code requirements for seismic, snow and wind design loads.

(l) Provider shall be responsible for the removal and disposal of all excess soil and construction related debris in accordance with Applicable Law.

(m) Appropriate safety signs are required to caution drivers for speed or path restrictions near equipment pads.

(n) Safety bollards or traffic pylons with reflective strips shall be installed where any part of the Project is adjacent to an external roadway. Safety bollards or traffic pylons with reflective strips shall also be placed at the corners of the array and around all electrical equipment pads within ground mounted arrays.

(o) Signs and barricades shall be provided and maintained by Provider and shall be in accordance with jurisdictional regulations for accident prevention and in accordance with the Safety Plan.

(p) Provider shall ensure to reasonable extent and availability of installation space that solar structures are built away from the line of sight of neighboring properties.

(q) H-20 rated concrete tops with round CI lids will be supplied for all underground Christy box locations unless the District approves an alternative approach.
(r) Provider shall verify all required clearances in the field prior to construction and is solely responsible therefor.

(s) Driveways in parking lots must stay open during construction. Any parking lot driveway closure must be temporary (i.e. a few hours for heavy material delivery) and shall be coordinated with District.

(t) Temporary power for construction shall be arranged and paid for by Provider.

(u) Provider is responsible for providing drinking water and sanitation facilities for all workers.

(v) All cut edges of galvanized strut or other support structure materials shall be cold galvanized.

(w) All enclosures shall have paint touched up to cover all scratches and other wear and tear that may have occurred during construction.

(x) Provider shall remove trees that would cause shading and reduce production of PV systems or are in direct path of construction. Provider shall mark each tree and review with District prior to removal. Provider shall remove the tree stump/grind to 1’ below grade and provide a surface flush with surrounding grounds using the same material as the surrounding area.

(y) Saw cut concrete shall be replaced joint to joint and match nearby area.

(z) Provider shall backfill all trenches with engineered fill and compact in accordance with District specifications. A seeded or hydroseed mix must be placed over all trenched areas in a manner that will ensure growth of the seed.

(aa) All asphalt cuts shall be made in square or rectangular cuts to avoid inconsistent repair work. Provider shall cover asphalt trenches with hot mix asphalt, roll for compaction, and cover the width of the trench with a slurry seal after the cure period. All repairs shall be made to match existing. Any repainting of striping shall be the responsibility of the Provider.

(bb) Provider shall conduct harmonic testing and install necessary line filters if District or the utility detects electromagnetic interference (EMI) following the installation of the Solar Facilities. Detection of EMI includes noticeable power interruptions in previously functional electrical equipment.

(cc) District will supply a hydrant providing potable water for use by Provider and cover all related expenses for construction water use where applicable. The Provider will be required to apply for and submit a deposit for the meter for each hydrant used. The Provider shall be responsible to provide means of pumping, piping, transport, etc. for such water from the District supplied hydrant to the construction area. The District will not provide water for O&M purposes, including panel washing.

7. **FINAL PROJECT CLOSEOUT.** Prior to final completion of the Project, Provider will perform the following tasks:

- Complete all unfinished work described on a Punch List approved by District in a timely manner.
- Complete final clean-up of each Project Site, which shall include a thorough washing of the PV modules. All module washing shall be completed in accordance with the module manufacturer’s recommendations.
- Confirm minimum 30-day continuous operation for the entire system and all sub-systems, and ancillary equipment without downtime following the final commissioning.
- Assemble and provide District with all documents outlined below and all other required submittals.
- Provide trainings for District personnel on emergency shut-down procedures as well as standard inverter restart procedures.

A complete set of project documentation shall be provided to the District at the finish of construction for record keeping purposes. The project documentation shall include, at a minimum, the following documents:

- Copy of Executed Agreement(s) and all amendments
- Copy of the Notice to Proceed to Pre-Construction
• Copy of the Notice to Proceed to Construction
• Copies of all reports / studies completed including but not limited to:
  ▪ Underground Utility Study
  ▪ Title Reports / ALTA surveys
  ▪ Geotechnical Studies
  ▪ Environmental Studies
  ▪ Bore Logs including GPS location coordinates and depth dimensions for all Project underground utilities
  ▪ Glint and Glare Study
  ▪ Arc Flash Study
• Final AHJ approved design drawings in PDF and AutoCAD (1 electronic).
• Copies of all Governmental Approvals required for the Project to be constructed (1 electronic).
• Copies of all Governmental Approvals required for the Project to be operational (1 electronic).
• Letter to the Distribution Utility requesting final inspection in advance of Permission to Operate (1 electronic).
• Completed Commissioning Schedule - Attachment F (1 electronic).
• Permission to Operate Notice from the Distribution Utility (1 electronic).
• All incentive related documents (1 electronic).
• All final executed Distribution Utility Agreement(s) – Interconnection, meter, etc. (1 electronic).
• As-built drawings in PDF and AutoCAD (1 electronic).
• As-built drawings in Mylar (one complete set).
• Equipment data sheets, installation & user manuals, and warranties for all major equipment including but not limited to: modules, inverters, batteries, transformers and racking (1 electronic).
• Final Site Assessment Table in PDF and Microsoft Excel formats (1 electronic).
• Final punchlist showing proof of completion of all items (1 electronic).
• Letter stating Commercial Operation Date achievement and date.
• Contact Information for all key Provider personnel including:
  ▪ Provider’s name
  ▪ Provider’s main office mailing address, phone, fax, and email
  ▪ Employer Identification Number (“EIN”)
  ▪ Provider’s main contact person and title, mailing address, phone, fax, and email
  ▪ Operations and Maintenance contact person and title, mailing address, phone, fax, and email
• Two (2) sets of keys to all locks, equipment, fence gates and boxes.
• Operations and Maintenance Manual including:
  ▪ Overall system O&M documentation
  ▪ O&M manual location and contact
  ▪ Inverter startup and shutdown procedure for each type of inverter
  ▪ District training completion date, including list of personnel trained in inverter shutdown and restart procedure
• Monitoring System Information including:
  ▪ Monitoring specification sheet
  ▪ Meter calibration records with serial numbers for all meters
Website access and operation instructions
• List of public monitoring websites
• IP Addresses and login Information of Acquisuite or equivalent
• Network configuration documentation
• Performance Data Provider contracts
• Site photographs of all items listed below (electronic version only)
  • Arrays
  • Inverters
  • Combiner boxes
  • Disconnects
  • Monitoring equipment
  • Weather station
  • Generation Meter
  • Distribution Utility Meter

8. **OPERATIONS AND MAINTENANCE** Provider shall be responsible for all operations and maintenance of the Solar Facilities. The operations and maintenance of the Solar Facilities shall include at a minimum:

8.1 All preventative maintenance required to maintain all equipment warranties.
8.2 Provider shall provide erosion control, a minimum of annual pre-emergent spray weed abatement, and security for the Site throughout the Term of the Agreement at their sole expense.
8.3 Application at the completion of construction and as required through the Term of this Agreement of a dust control polymer additive coating within the Solar Facility area to limit module soiling.
8.4 Provider shall maintain one complete Engineering Design Package throughout the Term of the PPA and update with any changes made from the as-built drawings provided at the completion of construction.
8.5 A minimum of two annual module washings shall be required and timing of the bi-annual washing shall be coordinated with the District to ensure mutual beneficial production gains.
8.6 All pyranometers shall be cleaned at the same time as, and with similar care, as the module washing.
ATTACHMENT A
TO GENERAL CONDITIONS AND TECHNICAL SPECIFICATIONS

PRELIMINARY ENGINEERING DESIGN PACKAGE
ATTACHMENT B
TO GENERAL CONDITIONS AND TECHNICAL SPECIFICATIONS

SITE ASSESSMENT TABLE
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<th>Site Name</th>
<th>Site Designator</th>
<th>Service Account ID</th>
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<th>Target Annual Energy Production (kWh)</th>
<th>Current Rate Schedule</th>
<th>Post-Construction Rate Schedule</th>
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<th>OEM Ground/Roof Clearance (inches)</th>
<th>System Area (sqft)</th>
<th>Coverage Ratio (%)</th>
<th>OEM Model No</th>
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<th>OEM Model No</th>
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<th>AC Voltage (V)</th>
<th>Transformer Size (kVA)</th>
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ATTACHMENT C
TO GENERAL CONDITIONS AND TECHNICAL SPECIFICATIONS

PROJECT SCHEDULE

Provider will develop, with input from District, a Preliminary Project Schedule and a Final Project Schedule using Primavera P6 or equivalent and submit the Final Project Schedule to District within 30 days after the Agreement Effective Date. Provider and District will establish a weekly construction meeting at which time the work of the previous week will be reviewed, and a three-week look-ahead schedule will be coordinated. The three-week look-ahead schedule shall be created in MS Excel® and present the list of activities occurring at each Site on a daily basis.

The work on the Project shall be completed on or before the Commercial Operation Date in accordance with the Final Project Schedule set forth below and as may be amended from time to time during the Agreement Term but in no case extending beyond the Commercial Operation Deadline. The Final Project Schedule shall only be modified upon the written approval of District. Any modified schedule approved by District shall replace the existing Final Project Schedule set forth below.

The Final Project Schedule (Anticipated Key Engineering and Construction Dates) shall include, at a minimum, the following and shall become a part of the Agreement upon District’s approval:

50%, 90% and 100% drawings due to District
District review of 50%, 90%, 100% drawings
Permit approval
Procurement
Site preparation
Construction start
Electrical & Mechanical completion
Interconnection sign off
Testing & commissioning
Utility meter and rate switch completion
Permission to Operate
Final completion date

The Final Project Schedule shall not show more than 10% of the total activities as critical, and no activity shall have duration longer than thirty (30) days. The Final Project Schedule shall indicate the beginning and completion dates of all phases of construction and shall use the “critical path method” (CPM) for the planning and scheduling of all work required. The schedule will separately identify those milestones or events that must be completed before other portions of the work can be accomplished. The Final Project Schedule shall incorporate float for inclement weather and resulting muddy site conditions due to rain and shall also include any potential acceleration paths. Scheduled float for non-working rain-related days and resulting muddy site conditions shall be based upon the latest and nearest available data from acceptable data issued from the National Weather Service.

A monthly project schedule update shall be provided to accurately indicate the actual progress of the work against the baseline Final Project Schedule for the prior month, and the remaining planned completion of the work.
The scheduling is necessary for the District’s adequate monitoring of the progress of the work. The District may disapprove such a schedule and require modification to it if, in the opinion of the District, adherence to the progress schedule will cause the work not to be completed in accordance with the Agreement. Provider shall adhere to any such modifications required by the District. Between the monthly schedule updates, it is the obligation of the Provider to monitor the progress of the work against the current construction schedule activities, and to notify the District in writing of all changed activity start dates and finish dates.

Provider will exchange scheduling information with Subcontractors and suppliers. Provider will order work, equipment and materials with sufficient lead time to avoid interruption of the work.

The Provider shall also, if requested by the District, provide revised schedules within fifteen (15) days if, at any time, the District considers the Commercial Operation Date to be in jeopardy. The revised schedule shall be designed to show how the Provider intends to accomplish the work to meet the original Commercial Operation Date. The form and method employed by the Provider shall be the same as for the original progress schedule. The Provider shall modify any portions of the schedule that become infeasible because of “activities behind schedule” or for any other valid reason. Provider will provide documents and justification for any schedule changes. An activity that cannot be completed by its original Commercial Operation Date shall be deemed to be behind schedule.

IF PROVIDER SUBMITS A REVISED SCHEDULE SHOWING AN EARLIER COMMERCIAL OPERATION DATE FOR THE PROJECT, DISTRICT’S ACCEPTANCE OF THIS REVISED SCHEDULE SHALL NOT ENTITLE PROVIDER TO ANY ADDITIONAL COMPENSATION OR CLAIM DUE TO ANY SUCH REVISED SCHEDULE.
ATTACHMENT D
TO GENERAL CONDITIONS AND TECHNICAL SPECIFICATIONS

CONSTRUCTION MEETING MINUTES TEMPLATE
**<PROJECT NAME>**

**PROGRESS MEETING #XX MINUTES**

Date: 2014-01-01  
Time of Meeting: 0:00  
Location: Building XX, Room YY

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**MEETING ATTENDEES**

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(PT) attended part-time  
(Y) attended in person  
(CC) attended via conference call

Minutes by: John Doe  
Distribution: [Progress Meeting Quorum]

**CORRECTIONS OR CLARIFICATIONS TO THE MEETING NOTES SHOULD BE DIRECTED TO: John Doe**

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**Section 1: Contract**

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**Section 2: Engineering and Design**

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**Section 3: Project/Construction Schedule Review**

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**Section 4: RFIs and Submittals**

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**Section 5: Pending Change Order (PCO), Change Order (CO), and Pay Application**

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**Section 6: General Discussion / Site Issues**

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**Section 7: IOR and SI Topics**

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**Section 8: Scheduled Testing and Inspection**

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Section 9: End of Meeting Minutes (note these items will be applied to the appropriate sections in the next meeting’s agenda)

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ATTACHMENT E
TO GENERAL CONDITIONS AND TECHNICAL SPECIFICATIONS

CHANGE FORM TEMPLATES

[TO BE PROVIDED BY PROVIDER PRIOR TO PPA EXECUTION]
ATTACHMENT F
TO GENERAL CONDITIONS AND TECHNICAL SPECIFICATIONS

COMMISSIONING SCHEDULE

Overview:
Provider technical personnel, with the assistance of the equipment manufacturer(s) as needed, will perform a complete commissioning of each Solar Facility following at a minimum the Commissioning procedures outlined in this Attachment as well as other standard tests, inspections, safety and quality checks. Provider shall be solely responsible to perform all tests that are required to verify that the Project was constructed in accordance with all applicable laws and industry standards, is expected to achieve the design life target, and will perform as anticipated to the Provider guaranteed Contract Quantity. Where forms have not been provided Provider shall provide the results of any tests in a standard format. All testing and commissioning will be conducted in accordance with the manufacturer’s specifications. Provider will notify District at least 14 calendar days in advance of any commissioning activities and reserves the right to have a representative present for all commissioning. Additionally, District reserves the right to have the testing and commissioning results verified by a representative designated by District to evaluate and certify the capabilities of the Solar Facilities (“Commissioning Engineer”).

These commissioning testing procedures for photovoltaic systems and major components are intended to determine system performance to the specification. The tests are designed to verify that the system, as installed, is safe for personnel as well as equipment, and to establish or verify System operation. The tests shall be used to determine actual post-construction operational, performance, and safety characteristics.

Testing and commissioning procedures must comply with the latest revisions of standards by NETA and NEMA. All testing and commissioning reports must be included in the operating and maintenance manuals.

SOLAR ENERGY FACILITY COMMISSIONING RESULTS

District Name ______________________ Project Site Name ______________________

Solar Facility Address (City, State, Zip) ______________________

Solar Facility Size (kW DC-STC) ______________________

Solar Facility Size (kW AC) ______________________

Utility and District meter number ______________________

Commissioning report submitted by ______________________

Provider ______________________

Time and date of commissioning ______________________

Weather at time of commissioning ______________________

Record and document inverter serial number and inverter location ______________________

This checklist is a guide to establish post construction Solar Facility operation, performance and safety.
The local authorities having jurisdiction over the Project or inspector have the final say on what is or is not acceptable. Local codes may modify the requirements of the NEC. This list should be used in conjunction with Article 690 and other applicable articles. If article 690 differs from other articles of the NEC, Article 690 takes precedence.

**PV ARRAY – GENERAL**

Complete each item on the checklist below, check the box to the left of the item when it is complete

- Verify that all combiner fuses are removed and that no voltage is present at the output of the combiner box
- Recheck that fuses are removed and all switches are open
- Check that non-current carrying metal parts are grounded properly (array frames, metal boxes, etc. are connected to the grounding system)
- All debris has been removed from roof or ground
- Take photos of all sub-arrays and all inverters
- Inspect all roof penetrations and wall penetrations (ensure conduits and structural brackets are properly sealed/waterproofed) (where applicable)
- Ensure all labels and safety signs required by applicable law and any additional labels and signs specified in the Agreement Documents are in place
- Check that all home runs are properly identified at the inverter back to the combiner boxes
- Check that combiner boxes are properly labeled
- Check source strings in DC combiner box are in the proper order and make sure labeling is clearly visible
- Verify that all AC and DC disconnect switches are in the open position
- Check that the solar modules are secured to the mounting system
- Visually inspect the array for cracked modules
- Check to see that all wiring is neat and well supported
- Visually check that the rows of ground mount modules have been installed in straight lines that are parallel to each other.
- Check that all nuts and bolts have been properly torqued and record results using array naming nomenclature matching the As-Built drawings.

**REPEATED SOURCE CIRCUIT STRING WIRING**

- Verify that the both the positive and negative string connectors are identified properly with permanent wire marking
- Repeat this sequence for all source circuit strings
- VERIFY POLARITY OF EACH SOURCE CIRCUIT STRING in the DC String Combiner Box (place common lead on the negative grounding block and the positive on each string connection—pay particular attention to make sure there is NEVER a negative measurement)

**WARNING: IF POLARITY OF ONE SOURCE CIRCUIT STRING IS REVERSED, THIS CAN START A FIRE IN THE FUSE BLOCK RESULTING IN THE DESTRUCTION OF THE COMBINER BOX AND POSSIBLY ADJACENT EQUIPMENT. REVERSE POLARITY ON AN INVERTER CAN ALSO CAUSE DAMAGE THAT IS NOT COVERED UNDER THE EQUIPMENT WARRANTY**

- Record the I-V curve for each string using an I-V curve tracer. Results should be submitted as an MS Excel file generated by the I-V curve tracer. The MS Excel files must be named and organized such that the location of the fuse (i.e. facility name, inverter name/size,
combiner box name, fuse and string number) can be conveniently identified and the nomenclature shall match that of the as-built drawings.

- Verify open-circuit voltage of each source circuit string is within proper range according to manufacturer’s installation manual and number each string and note string position on as-built drawing. (Record the string voltage for each string using the same nomenclature as used in the as-built drawings in the attached Appendix, provide one attachment per combiner)

- Retighten all terminals in the DC String Combiner Box

**WIRING TESTS**

- Check the AC line voltage(s) at the main AC disconnect and record the voltage here: ____________________________

- If installation contains additional AC disconnect switches, repeat the voltage check on each switch working from the main service entrance to the inverter AC disconnect switch, closing each switch after the test is made except for the final switch before the inverter (it is possible that the system only has a single AC switch)

- Check an electrical connection between the ground and the conductive surface of the PV modules. Perform test with a multi-meter or 100 mA dc source. If the resistance is less than 1 Ω, then the ground is considered good

- Cable continuity tests shall be performed on all cables in the System and recorded using cable naming nomenclature matching the As-Built drawings. Each cable shall be labeled in the field using the same nomenclature.

- Insulation resistance tests shall be performed on all cables in the System by qualified personnel using appropriate methods and IR values for the cable being tested (not required for PV string wiring) and recorded using cable naming nomenclature matching the As-Built drawings.

**INVERTER STARTUP TESTS**

- Be sure that the inverter is off before proceeding with this section

- Test the continuity of all DC fuses to be installed in the DC string combiner box, install all string fuses, and close fuse switches in combiner box

- Check open circuit voltage at DC disconnect(s) switch(s) to ensure it is within proper limits according to the manufacturer’s installation manual and record the voltage here: ____________________________

- If installation contains additional DC disconnect switches, repeat the voltage check on each switch working from the PV array to the inverter DC disconnect switch, closing each switch after the test is made except for the final switch before the inverter (it is possible that the system only has a single DC switch)

- At this point, consult the inverter manual and follow proper startup procedure (all power to the inverter should be off at this time)

- Confirm that the inverter is operating and record the DC operating voltage here: ____________________________

- Cross check that the power output shown on the inverter is the same as on the supplied performance meter within a + or – 2% tolerance

Inverter kW ______________

**ONSITE MONITORING SYSTEM COMMISSIONING – LOAD SITE INTERVAL METERING**

(Go to metering enclosure and CT location for this section)
☐ Check CT’s are orientated in the correct direction and take a picture, the black wires from the CT’s should be facing towards the Utility service panel
☐ CT’s manufacturer ________________________________
☐ CT serial numbers A_________ B_________ C__________
☐ Meter manufacturer and serial number (Ex: Shark or ION) ________________________________

☐ Remove the meter calibration report from the monitoring enclosure for delivery to Owner with this report
☐ Power Factor (PF) __________ (If the Power Factor is negative then one or more of the CT’s are installed backwards)
☐ Watts (W) __________ Hz ___________ Amps __________
☐ Volts L-N A_________ B_________ C__________
☐ Volts L-L A_________ B_________ C__________
☐ If Static IP -- IP Address ___________ Subnet ___________
☐ Gateway ____________________
☐ Verify that AC Power of Phase A, B and C are positive and within 2% of each other with the PV system disconnected

ONSITE MONITORING SYSTEM COMMISSIONING - GENERATION METER
(Go to metering enclosure and CT location for this section)

☐ Check CT’s are orientated in the correct direction and take a picture, the black wire’s from the CT’s should be facing towards the Utility service panel
☐ CT’s manufacturer ________________________________
☐ CT serial numbers A_________ B_________ C__________
☐ Meter manufacturer and serial number (Ex: Shark or ION) ________________________________

☐ Remove the meter calibration report from the monitoring enclosure for delivery to Owner with this report
☐ Power Factor (PF) __________ (If the Power Factor is negative then one or more of the CT’s are installed backwards)
☐ Watts (W) __________ Hz ___________ Amps __________
☐ Volts L-N A_________ B_________ C__________
☐ Volts L-L A_________ B_________ C__________
☐ If Static IP -- IP Address ___________ Subnet ___________
☐ Gateway ____________________
☐ Verify that AC Power of Phase A, B and C are positive and within 2% of each other

ONLINE SYSTEM COMMISSIONING Check that the following field devices are communicating and the data feedback is accurate:

☐ Go to http://www.________________________
☐ Login to the system provider’s website
☐ Generation Meter - Check kW output of system is accurate
☐ Environment - Check that the feedback from the weather station sensors is accurate
☐ Inverter Monitoring
☐ DC Monitoring

SYSTEM TEST
• Digital Irradiance Meter
• Infrared Thermometer
• PV Module(s) Data Sheet(s)
APPENDIX 1
TO ATTACHMENT F

SYSTEM DATA – COMPLETE ONE FORM FOR EVERY DC STRING COMBINER BOX OR INVERTER

Note: Irradiance must at least measure 500 W/m² during testing

Combiner Box # ________________________________
Combiner box serial number # _____________________
Inverter ______________________________________
Operating Voltage ______________________________

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<th>Recorded</th>
<th>Calculated*</th>
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Table Legend
Ω +/-  String Wire Resistance Positive to Negative (ohms)
Ω +/G  String Wire Resistance Positive to Ground (ohms)
Ω -/G  String Wire Resistance Negative to Ground (ohms)
Voc   Open Circuit Voltage (V)
I     Operating Current (Amp)
Isc   Short Circuit Current (Amp)
Tc    Cell Temperature (°C)
Ta    Ambient Temperature (°C)
Ipoa  Irradiance in Plane of Array (W/m²)

*Note: Calculated Voc and Isc values must be within 5% of the recorded values.
ATTACHMENT G
TO GENERAL CONDITIONS AND TECHNICAL SPECIFICATIONS

NOTICE TO PROCEED FOR PRE-CONSTRUCTION TEMPLATE
To: <PROVIDER CONTACT NAME>  
<TITLE>  
<COMPANY>  
<ADDRESS>  
<FAX NUMBER>  
<PHONE NUMBER>  
<EMAIL>

Subject: POWER PURCHASE AGREEMENT

<CONTACT NAME>,

You are hereby authorized to proceed to complete the Conditions Precedent listed in the above referenced Agreement beginning <DATE>. This notice to proceed is not for procurement or construction of the Project. Subject to the terms of the Agreement Documents, the date for completion of the project shall be no later than <DATE>.  

Sincerely,

<DISTRICT NAME>  
<TITLE>  
<ENTITY>  
<ADDRESS>  
<FAX NUMBER>  
<PHONE NUMBER>  
<EMAIL>

CC: <CC NAME>  
<TITLE>  
<COMPANY>  
<ADDRESS>  
<FAX NUMBER>  
<PHONE NUMBER>  
<EMAIL>

<MORE CCs IF DESIRED>
Date: <DATE>

To: <PROVIDER CONTACT NAME>
<TITLE>
<COMPANY>
<ADDRESS>
<FAX NUMBER>
<PHONE NUMBER>
<EMAIL>

Subject: POWER PURCHASE AGREEMENT

<CONTACT NAME>,

You are hereby authorized to proceed to procurement and construction of the above referenced Agreement beginning <DATE>. Subject to the terms of the Agreement Documents, the date for completion of the Project shall be no later than <DATE>.

Sincerely,

<DISTRICT NAME>
<TITLE>
ENTITY>
<ADDRESS>
<FAX NUMBER>
<PHONE NUMBER>
<EMAIL>

CC: <CC NAME>
<TITLE>
<COMPANY>
<ADDRESS>
<FAX NUMBER>
<PHONE NUMBER>
<EMAIL>

<MORE CCs IF DESIRED>
ATTACHMENT I
TO GENERAL CONDITIONS AND TECHNICAL SPECIFICATIONS

MANUFACTURERS’ WARRANTIES

List of manufacturers’ warranties on a site-by-site basis:

PV Module Manufacturer Warranty [TO BE PROVIDED BY PROVIDER]

Inverter Manufacturer Warranty [TO BE PROVIDED BY PROVIDER]

Transformer Manufacturer Warranty [TO BE PROVIDED BY PROVIDER]

Other Equipment Manufacturer and Solar Facilities Warranties [TO BE PROVIDED BY PROVIDER]