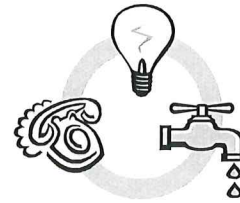


INDUSTRY PUBLIC UTILITIES COMMISSION CITY OF INDUSTRY



REGULAR MEETING AGENDA
SEPTEMBER 12, 2019 8:30 A.M.

President Cory C. Moss
Commissioner Abraham N. Cruz
Commissioner Catherine Marcucci
Commissioner Mark D. Radecki
Commissioner Newell W. Ruggles



Location: City Council Chamber, 15651 East Stafford Street, City of Industry, California

Addressing the Commission:

- ▶ **Agenda Items:** Members of the public may address the Commission on any matter listed on the Agenda. Anyone wishing to speak to the Commission is asked to complete a Speaker's Card which can be found at the back of the room and at the podium. The completed form should be submitted to the City Clerk prior to the Agenda item being called and prior to the individual being heard by the Commission.
- ▶ **Public Comments (Non-Agenda Items):** Anyone wishing to address the Commission on an item not on the Agenda may do so during the "Public Comments" period. In order to conduct a timely meeting, there will be a three-minute time limit per person for the Public Comments portion of the Agenda. State law prohibits the Commission from taking action on a specific item unless it appears on the posted Agenda. Anyone wishing to speak to the Commission is asked to complete a Speaker's Card which can be found at the back of the room and at the podium. The completed card should be submitted to the City Clerk prior to the Agenda item being called and prior to the individual being heard by the Commission.

Americans with Disabilities Act:

- ▶ In compliance with the ADA, if you need special assistance to participate in any City meeting (including assisted listening devices), please contact the City Clerk's Office (626) 333-2211. Notification of at least 48 hours prior to the meeting will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting.

Agendas and other writings:

- ▶ In compliance with SB 343, staff reports and other public records permissible for disclosure related to open session agenda items are available at City Hall, 15625 East Stafford Street, Suite 100, City of Industry, California, at the office of the City Clerk during regular business hours, Monday through Thursday 8:00 a.m. to 5:00 p.m., Friday 8:00 a.m. to 4:00 p.m. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.

-
1. Call to Order
 2. Flag Salute
 3. Roll Call
 4. Public Comment

5. **BOARD MATTERS**

- 5.1 Consideration of the Register of Demands for July 25, 2019, August 8, 2019 and August 22, 2019

RECOMMENDED ACTION: Ratify the Register of Demands.

- 5.2 Consideration of the Register of Demands for September 12, 2019

RECOMMENDED ACTION: Approve the Register of Demands and authorize the appropriate City Officials to pay the bills.

- 5.3 Consideration of the minutes of the July 11, 2019 regular meeting and August 22, 2019 special meeting

RECOMMENDED ACTION: Approve as submitted.

- 5.4 Consideration of a WSPP Agreement Confirmation with San Diego Gas & Electric Company for the procurement of Bundled Renewable Energy in the amount of \$693,750

RECOMMENDED ACTION: Approve the Agreement.

- 5.5 Report from the General Manager for the La Puente Valley County Water District regarding the Industry Public Utilities Water Operations

RECOMMENDED ACTION: Receive and file the report.

6. Adjournment. Next regular meeting: Thursday, October 10, 2019 at 8:30 a.m.

INDUSTRY PUBLIC UTILITIES COMMISSION

ITEM NO. 5.1

INDUSTRY PUBLIC UTILITIES COMMISSION
AUTHORIZATION FOR PAYMENT OF BILLS
Board Meeting July 25, 2019

<u>FUND</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
161	IPUC - ELECTRIC	120,523.62

<u>BANK</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
WFBK	IPUC ELECTRIC WELLS FARGO CHK	120,523.62

APPROVED PER CITY MANAGER

Industry Public Utilities Commission
Wells Fargo - Electric
July 25, 2019

Check	Date			Payee Name	Check Amount
IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK					
10176	07/10/2019			AT & T	\$176.00
	Invoice	Date	Description	Amount	
	8588868403	06/23/2019	05/19-06/18/19 SVC - METROLINK	\$176.00	
10177	07/10/2019			FRONTIER	\$126.15
	Invoice	Date	Description	Amount	
	2019-00001943	06/25/2019	06/25-07/24/19 SVC - EM-21760 GARCIA LN	\$71.06	
	2019-00001944	06/25/2019	06/25-07/24/19 SVC - EM-21535 BAKER PKWY BLDG 20	\$55.09	
10178	07/15/2019			SHELL ENERGY NORTH AMERICA-US	\$80,400.00
	Invoice	Date	Description	Amount	
	2245380	07/09/2019	WHOLESALE USE-JUN 2019	\$80,400.00	
10179	07/17/2019			AT & T	\$128.13
	Invoice	Date	Description	Amount	
	3110365337	07/01/2019	07/01-07/31/19 SVC - METROLINK-T1 CIRCUIT	\$128.13	
10180	07/17/2019			FRONTIER	\$1,557.45
	Invoice	Date	Description	Amount	
	2019-00002025	06/28/2019	06/28-07/27/19 SVC - EM-179 S. GRAND AVE	\$39.37	
	2019-00002026	06/28/2019	06/28-07/27/19 SVC - EM-21700 BAKER PKWY BLDG 23	\$55.09	
	2019-00002027	06/28/2019	06/28-07/27/19 SVC - EM-21912 GARCIA LN-ALARM	\$71.06	
	2020-00000037	07/01/2019	07/01-07/31/19 SVC - GS-21700 VALLEY BLVD	\$58.45	
	2020-00000038	07/01/2019	07/01-07/31/19 SVC - GS-21650 VALLEY BLVD	\$55.77	
	2020-00000039	07/01/2019	07/01-07/31/19 SVC - VARIOUS GENERATOR SITES	\$1,145.06	
	2020-00000040	07/04/2019	07/04-08/03/19 SVC - EM-21858 GARCIA LN-ALARM	\$74.20	
	2020-00000041	07/04/2019	07/04-08/03/19 SVC - GS-21620 VALLEY BLVD	\$58.45	

Industry Public Utilities Commission
Wells Fargo - Electric
July 25, 2019

Check	Date			Payee Name	Check Amount
IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK					
10181	07/17/2019			SO CALIFORNIA EDISON COMPANY	\$798.25
	Invoice	Date	Description	Amount	
	2020-00000035	07/02/2019	06/01-07/01/19 SVC - 600 BREA CYN RD	\$475.78	
	2020-00000036	07/05/2019	06/01-07/01/19 SVC - VARIOUS SITES-INTERCONNECT	\$322.47	
10182	07/25/2019			APPLIED METERING TECHNOLOGIES	\$2,905.00
	Invoice	Date	Description	Amount	
	6190	07/02/2019	UTILITY OPERATIONS-JUN 2019	\$2,905.00	
10183	07/25/2019			CNC ENGINEERING	\$10,767.50
	Invoice	Date	Description	Amount	
	458982	06/30/2019	METROLINK OPERATION/MAINT-PAKING LOT SOLAR S'	\$5,745.00	
	458998	06/30/2019	CITY ELECTRICAL FACILITIES	\$3,842.50	
	459036	07/11/2019	METROLINK OPERATION/MAINT-PAKING LOT SOLAR S'	\$190.00	
	459054	07/11/2019	CITY ELECTRICAL FACILITIES	\$990.00	
10184	07/25/2019			PACIFIC UTILITY INSTALLATION	\$6,088.00
	Invoice	Date	Description	Amount	
	19866	06/30/2019	SUBSTATION MAINT	\$4,200.00	
	19813	06/30/2019	OPERATIONS/MAINT-LED LIGHTS	\$1,888.00	
10185	07/25/2019			POWER ENGINEERS INCORPORATED	\$15,206.87
	Invoice	Date	Description	Amount	
	309751	06/28/2019	REMOTE MONITORING-WADDINGHAM STN	\$15,206.87	
10186	07/25/2019			SST CONSTRUCTION, LLC	\$560.00

**Industry Public Utilities Commission
Wells Fargo - Electric
July 25, 2019**

Check	Date		Payee Name	Check Amount
IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK				
	Invoice	Date	Description	Amount
	63649	06/28/2019	PREVENTION MAINT-METRO SOLAR	\$560.00
10187	07/25/2019		TRIMARK ASSOCIATES, INC.	\$1,726.67
	Invoice	Date	Description	Amount
	100000757	07/01/2019	MAINT SVC-METRO SOLAR	\$1,726.67
10188	07/25/2019		UNDERGROUND SERVICE ALERT OF S	\$49.60
	Invoice	Date	Description	Amount
	620190160	07/01/2019	DIG ALERTS	\$49.60
10189	07/25/2019		UNDERGROUND SERVICE ALERT OF S	\$34.00
	Invoice	Date	Description	Amount
	18DSBFEE3164	07/01/2019	CALIF STATE FEE 2018	\$34.00

Checks	Status	Count	Transaction Amount
	Total	14	\$120,523.62

INDUSTRY PUBLIC UTILITIES COMMISSION

AUTHORIZATION FOR PAYMENT OF BILLS

Board Meeting August 8, 2019

<u>FUND</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
161	IPUC ELECTRIC FUND	180,752.40
560	IPUC WATER FUND	40,804.97
TOTAL ALL FUNDS		221,557.37

<u>BANK</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
IPUCELEC.WF	IPUC ELECTRIC WELLS FARGO CKING	180,752.40
IPUC.CHK	IPUC WATER BOFA CKING	40,804.97
TOTAL ALL BANKS		221,557.37

APPROVED PER CITY MANAGER

Industry Public Utilities Commission
Wells Fargo - Electric
August 8, 2019

Check	Date			Payee Name	Check Amount
IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK					
10190	07/22/2019			CALPINE ENERGY SOLUTIONS, LLC	\$106,362.53
	Invoice	Date	Description	Amount	
	191960011027103	07/15/2019	WHOLESALE USE-JUN 2019	\$106,362.53	
10191	07/24/2019			FRONTIER	\$620.30
	Invoice	Date	Description	Amount	
	2020-00000051	07/07/2019	07/07-08/06/19 SVC - GS-408 BREA CYN RD	\$30.11	
	2020-00000052	07/10/2019	07/10-08/09/19 SVC - GS-21640 VALLEY BLVD	\$55.73	
	2020-00000053	07/10/2019	07/10-08/09/19 SVC - METROLINK	\$237.86	
	2020-00000054	07/10/2019	07/10-08/09/19 SVC - EM-21808 GARCIA LN-ALARM	\$74.20	
	2020-00000055	07/10/2019	07/10-08/09/19 SVC - GS-747 S. ANAHEIM PUENTE RD	\$166.67	
	2020-00000056	07/10/2019	07/10-08/09/19 SVC - EM-21508 BAKER PKWY BLDG 22	\$55.73	
10192	07/24/2019			SO CALIFORNIA EDISON COMPANY	\$20,908.22
	Invoice	Date	Description	Amount	
	2020-00000049	07/10/2019	06/01-07/01/19 SVC - 208 S WADDINGHAM WAY	\$20,908.22	
10193	07/24/2019			SOCALGAS	\$50.00
	Invoice	Date	Description	Amount	
	2020-00000050	07/11/2019	06/01-07/01/19 SVC - 1 INDUSTRY HILLS PWKY UNIT B	\$50.00	
10194	07/30/2019			CALIFORNIA DEPT OF TAX AND FEE A	\$2,830.87
	Invoice	Date	Description	Amount	
	2219	07/01/2019	ENERGY SURCHARGE TAX APR-JUN 2019	\$2,830.87	
10195	07/31/2019			FRONTIER	\$53.62
	Invoice	Date	Description	Amount	

**Industry Public Utilities Commission
Wells Fargo - Electric
August 8, 2019**

Check	Date		Payee Name	Check Amount
IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK				
	2020-00000064	07/16/2019	07/16-08/15/19 SVC - GS-208 OLD RANCH RD	\$53.62
10196	07/31/2019		INDUSTRY PUBLIC UTILITY COMMISSI	\$6,129.25
	Invoice	Date	Description	Amount
	2020-00000063	07/15/2019	06/10-07/10/19 SVC - 600 BREA CYN RD	\$6,129.25
10197	07/31/2019		SO CALIFORNIA EDISON COMPANY	\$11,154.88
	Invoice	Date	Description	Amount
	7501060032	07/16/2019	06/01-06/30/19 SVC - 745 ANAHEIM-PUENTE RD	\$1,027.46
	7501060042	07/16/2019	06/01-06/30/19 SVC - 133 N. AZUSA AVE	\$1,860.71
	7501060043	07/16/2019	06/01-06/30/19 SVC - 208 S. WADDINGHAM WAY	\$8,266.71
10198	08/08/2019		APPLIED METERING TECHNOLOGIES	\$2,880.00
	Invoice	Date	Description	Amount
	6202	07/17/2019	UTILITY OPERATIONS-JUL 2019	\$2,880.00
10199	08/08/2019		BUTSKO UTILITY DESIGN INC.	\$3,400.00
	Invoice	Date	Description	Amount
	129636	06/28/2019	UTILITY ENGINEERING SVC-MAY 2019	\$3,400.00
10200	08/08/2019		CNC ENGINEERING	\$12,482.50
	Invoice	Date	Description	Amount
	459093	07/25/2019	CITY ELECTRICAL FACILITIES	\$12,200.00
	459137	07/25/2019	METROLINK MAINT-PAKING LOT SOLAR SYSTEM	\$282.50
10201	08/08/2019		ENCO UTILITY SERVICES	\$2,500.00
	Invoice	Date	Description	Amount

**Industry Public Utilities Commission
Wells Fargo - Electric
August 8, 2019**

Check	Date		Payee Name	Check Amount
IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK				
	20-3-03-55	07/03/2019	CUSTOMER ACCOUNT SVC-JUN 2019	\$2,500.00
10202	08/08/2019		TPX COMMUNICATIONS	\$2,880.23
	Invoice	Date	Description	Amount
	119004302-0	07/23/2019	INTERNET SVC-SUBSTATION/METRO SOLAR	\$2,880.23
10203	08/08/2019		WSPP, INC.	\$8,500.00
	Invoice	Date	Description	Amount
	07/23/19	07/23/2019	MEMBERSHIP FEE - FIRST INSTALLMENT	\$8,500.00

Checks	Status	Count	Transaction Amount
	Total	14	\$180,752.40

**Industry Public Utilities Commission
Bank of America - Water
August 8, 2019**

Check	Date			Payee Name	Check Amount
IPUC.CHK - IPUC Water BofA Checking					
40426	07/24/2019			SO CALIFORNIA EDISON COMPANY	\$22,621.96
	Invoice	Date	Description	Amount	
	2020-00000046	07/12/2019	05/31-07/01/19 SVC - 1991 WORKMAN MILL U	\$22,621.96	
40427	08/08/2019			INDUSTRY PUBLIC UTILITIES COMMIS	\$1,500.00
	Invoice	Date	Description	Amount	
	AUG-19	07/29/2019	REPLENISH PAYROLL ACCOUNT FOR AUGUST 2019	\$1,500.00	
40428	08/08/2019			ROWLAND WATER DISTRICT	\$16,683.01
	Invoice	Date	Description	Amount	
	I-6302019-A	07/16/2019	CONTRACT SVC - JUNE 2019	\$15,035.19	
	I-6302019-B	07/16/2019	CONTRACT SVC - JUNE 2019	\$1,647.82	

Checks	Status	Count	Transaction Amount
	Total	3	\$40,804.97

INDUSTRY PUBLIC UTILITIES COMMISSION
AUTHORIZATION FOR PAYMENT OF BILLS
Board Meeting August 22, 2019

<u>FUND</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
161	IPUC - ELECTRIC	139,620.05

<u>BANK</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
WFBK	IPUC ELECTRIC WELLS FARGO CHK	139,620.05

APPROVED PER CITY MANAGER

**Industry Public Utilities Commission
Wells Fargo - Electric
August 22, 2019**

Check	Date	Payee Name			Check Amount
IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK					
10204	08/08/2019	AT & T			\$176.00
	Invoice	Date	Description	Amount	
	6954729407	07/23/2019	06/19-07/18/19 SVC - METROLINK	\$176.00	
10205	08/08/2019	FRONTIER			\$603.18
	Invoice	Date	Description	Amount	
	2020-00000116	07/19/2019	07/19-08/18/19 SVC - EM-21415 BAKER PKWY	\$55.73	
	2020-00000117	07/19/2019	07/19-08/18/19 SVC - EM-21438 BAKER PKWY BLDG 25	\$55.73	
	2020-00000118	07/19/2019	07/19-08/18/19 SVC - GS-21660 VALLEY BLVD	\$50.62	
	2020-00000119	07/22/2019	07/22-08/21/19 SVC - GS-21858 VALLEY BLVD	\$58.41	
	2020-00000120	07/22/2019	07/22-08/21/19 SVC - EM-21733 BAKER PKWY BLDG 21	\$55.73	
	2020-00000121	07/25/2019	07/25-08/24/19 SVC - EM-21535 BAKER PKWY BLDG 20	\$55.73	
	2020-00000122	07/25/2019	07/25-08/24/19 SVC - EM-21760 GARCIA LN	\$74.20	
	2020-00000123	07/28/2019	07/28-08/27/19 SVC - EM-21700 BAKER PKWY BLDG 23	\$64.76	
	2020-00000124	07/28/2019	07/28-08/27/19 SVC - EM-179 S. GRAND AVE	\$49.04	
	2020-00000125	07/28/2019	07/28-08/27/19 SVC - EM-21912 GARCIA LN-ALARM	\$83.23	
10206	08/08/2019	SO CALIFORNIA EDISON COMPANY			\$73.87
	Invoice	Date	Description	Amount	
	2020-00000126	07/26/2019	06/01-07/24/19 SVC - 600 S BREA CYN RD	\$73.87	
10207	08/08/2019	SO CALIFORNIA EDISON COMPANY			\$101.18
	Invoice	Date	Description	Amount	
	7501061398	07/26/2019	04/01-04/30/19 SVC - RELIABILITY SVC	\$101.18	
10208	08/13/2019	SHELL ENERGY NORTH AMERICA-US			\$83,616.00
	Invoice	Date	Description	Amount	

**Industry Public Utilities Commission
Wells Fargo - Electric
August 22, 2019**

Check	Date		Payee Name	Check Amount
IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK				
	2260362	08/06/2019	WHOLESALE USE-JUL 2019	\$83,616.00
10209	08/14/2019		FRONTIER	\$1,429.22
	Invoice	Date	Description	Amount
	2020-00000136	08/01/2019	08/01-08/31/19 SVC - GS-21700 VALLEY BLVD	\$58.41
	2020-00000137	08/01/2019	08/01-08/31/19 SVC - GS-21650 VALLEY BLVD	\$55.73
	2020-00000138	08/01/2019	08/01-08/31/19 SVC - VARIOUS GENERATOR SITES	\$1,152.44
	2020-00000139	08/04/2019	08/04-09/03/19 SVC - GS-21620 VALLEY BLVD	\$58.41
	2020-00000140	08/04/2019	08/04-09/03/19 SVC - EM-21858 GARCIA LN-ALARM	\$74.20
	2020-00000141	08/07/2019	08/07-09/06/19 SVC - GS-408 BREA CYN RD	\$30.03
10210	08/14/2019		SOCALGAS	\$50.00
	Invoice	Date	Description	Amount
	2020-00000142	08/08/2019	07/01-08/01/19 SVC - 1 INDUSTRY HILLS PKWY UNIT B	\$50.00
10211	08/22/2019		ANIXTER INC.	\$7,084.65
	Invoice	Date	Description	Amount
	4230118-00	07/30/2019	PURCHASE OF 50KVA TRANSFORMERS	\$7,084.65
10212	08/22/2019		APPLIED METERING TECHNOLOGIES	\$300.00
	Invoice	Date	Description	Amount
	6221	08/09/2019	UTILITY OPERATIONS-7/16-7/31/19	\$300.00
10213	08/22/2019		ASTRUM UTILITY SERVICES, LLC	\$14,500.00
	Invoice	Date	Description	Amount
	071901	08/01/2019	CONSULTING SVC FOR IPUC-JUL 2019	\$14,500.00

**Industry Public Utilities Commission
Wells Fargo - Electric
August 22, 2019**

Check	Date			Payee Name	Check Amount
IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK					
10214	08/22/2019			CASSO & SPARKS, LLP	\$12,875.63
	Invoice	Date	Description	Amount	
	20344	08/13/2019	LEGAL SVC 10/11/18-5/31/19	\$12,875.63	
10215	08/22/2019			CNC ENGINEERING	\$9,230.00
	Invoice	Date	Description	Amount	
	459179	08/08/2019	CITY ELECTRICAL FACILITIES	\$9,147.50	
	459223	08/08/2019	METROLINK MAINT-PARKING LOT SOLAR SYSTEM	\$82.50	
10216	08/22/2019			L A COUNTY FIRE DEPT.	\$458.00
	Invoice	Date	Description	Amount	
	IN0317335	08/05/2019	HAZARDOUS MATERIAL-208 WADDINGHAM WAY	\$458.00	
10217	08/22/2019			PACIFIC UTILITY INSTALLATION	\$7,284.00
	Invoice	Date	Description	Amount	
	19945	07/31/2019	SUBSTATION MAINT	\$4,200.00	
	19946	07/31/2019	OPERATIONS/MAINT-16212 TEMPLE OUTAGE CALLOUT	\$3,084.00	
10218	08/22/2019			TRIMARK ASSOCIATES, INC.	\$1,726.67
	Invoice	Date	Description	Amount	
	100000792	08/01/2019	MAINT SVC-METRO SOLAR	\$1,726.67	
10219	08/22/2019			UNDERGROUND SERVICE ALERT OF S	\$77.65
	Invoice	Date	Description	Amount	
	720190164	08/01/2019	DIG ALERTS	\$77.65	
10220	08/22/2019			UNDERGROUND SERVICE ALERT OF S	\$34.00

**Industry Public Utilities Commission
Wells Fargo - Electric
August 22, 2019**

Check	Date	Payee Name	Check Amount
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IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK

Invoice	Date	Description	Amount
18DSBFEE3773	08/01/2019	CALIF STATE FEE	\$34.00

Checks	Status	Count	Transaction Amount
	Total	17	\$139,620.05

INDUSTRY PUBLIC UTILITIES COMMISSION

ITEM NO. 5.2

INDUSTRY PUBLIC UTILITIES COMMISSION

AUTHORIZATION FOR PAYMENT OF BILLS

Board Meeting September 12, 2019

<u>FUND</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
161	IPUC ELECTRIC FUND	370,669.22
560	IPUC WATER FUND	320,216.44
TOTAL ALL FUNDS		690,885.66

<u>BANK</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
IPUCELEC.WF	IPUC ELECTRIC WELLS FARGO CKING	370,669.22
IPUC.CHK	IPUC WATER BOFA CKING	320,216.44
TOTAL ALL BANKS		690,885.66

APPROVED PER CITY MANAGER

Industry Public Utilities Commission
Wells Fargo - Electric
September 12, 2019

Check	Date			Payee Name	Check Amount
IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK					
10221	08/27/2019			CALPINE ENERGY SOLUTIONS, LLC	\$154,611.59
	Invoice	Date	Description	Amount	
	192270011198308	08/15/2019	WHOLESALE USE-JUL 2019	\$154,611.59	
10222	08/28/2019			AT & T	\$665.62
	Invoice	Date	Description	Amount	
	3111036577	08/01/2019	08/01-08/31/19 SVC - METROLINK-T1 CIRCUIT	\$665.62	
10223	08/28/2019			FRONTIER	\$590.19
	Invoice	Date	Description	Amount	
	2020-00000204	08/10/2019	08/10-09/09/19 SVC - 600 BREA CYN RD	\$237.86	
	2020-00000205	08/10/2019	08/10-09/09/19 SVC - EM-21508 BAKER PKWY BLDG 22	\$55.73	
	2020-00000206	08/10/2019	08/10-09/09/19 SVC - GS-21640 VALLEY BLVD	\$55.73	
	2020-00000207	08/10/2019	08/10-09/09/19 SVC - EM-21808 GARCIA LN-ALARM	\$74.20	
	2020-00000208	08/10/2019	08/10-09/09/19 SVC - GS-747 S. ANAHEIM-PUENTE RD	\$166.67	
10224	08/28/2019			SO CALIFORNIA EDISON COMPANY	\$60,552.69
	Invoice	Date	Description	Amount	
	2020-00000209	08/13/2019	07/01-08/01/19 SVC - 208 S WADDINGHAM WAY	\$20,482.25	
	2020-00000210	08/13/2019	07/01-08/01/19 SVC - 600 BREA CYN RD	\$466.08	
	2020-00000211	08/13/2019	07/01/17-08/01/19 SVC - VARIOUS SITES-INTERCONNEC	\$39,604.36	
10225	09/03/2019			FRONTIER	\$215.70
	Invoice	Date	Description	Amount	
	2020-00000229	08/16/2019	08/16-09/15/19 SVC - GS-208 OLD RANCH RD	\$53.62	
	2020-00000230	08/19/2019	08/19-09/18/19 SVC - EM-21438 BAKER PKWY BLDG 25	\$55.73	
	2020-00000231	08/19/2019	08/19-09/18/19 SVC - EM-21415 BAKER PKWY	\$55.73	

Industry Public Utilities Commission
Wells Fargo - Electric
September 12, 2019

Check	Date		Payee Name	Check Amount
IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK				
	2020-00000232	08/19/2019	08/19-09/18/19 SVC - GS-21660 VALLEY BLVD	\$50.62
10226	09/03/2019		INDUSTRY PUBLIC UTILITY COMMISSI	\$7,664.23
	Invoice	Date	Description	Amount
	2020-00000233	08/19/2019	07/10-08/10/19 SVC - 600 BREA CYN RD	\$7,664.23
10227	09/03/2019		SO CALIFORNIA EDISON COMPANY	\$92.69
	Invoice	Date	Description	Amount
	2020-00000234	08/24/2019	07/01-08/22/19 SVC - 600 S BREA CYN RD	\$92.69
10228	09/03/2019		SO CALIFORNIA EDISON COMPANY	\$11,154.88
	Invoice	Date	Description	Amount
	7501064607	08/15/2019	07/01-07/31/19 SVC - 745 ANAHEIM-PUENTE RD	\$1,027.46
	7501064617	08/15/2019	07/01-07/31/19 SVC - 133 N. AZUSA AVE	\$1,860.71
	7501064618	08/15/2019	07/01-07/31/19 SVC - 208 S. WADDINGHAM WAY	\$8,266.71
10229	09/12/2019		ANIXTER INC.	\$54,021.28
	Invoice	Date	Description	Amount
	4343038-0	08/15/2019	ELECTRICAL DIST/STREET LIGHTING MATERIALS	\$39,358.44
	4267337-00	08/16/2019	ELECTRICAL DIST/STREET LIGHTING MATERIALS	\$11,044.52
	4343394-00	08/14/2019	ELECTRICAL DIST/STREET LIGHTING MATERIALS	\$3,618.32
10230	09/12/2019		APPLIED METERING TECHNOLOGIES	\$3,927.50
	Invoice	Date	Description	Amount
	6226	08/26/2019	UTILITY OPERATIONS-AUG 2019	\$3,927.50
10231	09/12/2019		ASTRUM UTILITY SERVICES, LLC	\$14,500.00

**Industry Public Utilities Commission
Wells Fargo - Electric
September 12, 2019**

Check	Date		Payee Name	Check Amount
IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK				
	Invoice	Date	Description	Amount
	081901	09/02/2019	CONSULTING SVC FOR IPUC-AUG 2019	\$14,500.00
10232	09/12/2019		CNC ENGINEERING	\$21,722.62
	Invoice	Date	Description	Amount
	459260	08/29/2019	CITY ELECTRICAL FACILITIES	\$19,192.50
	459261	08/29/2019	METROLINK MAINT-SOLAR SYSTEM	\$2,530.12
10233	09/12/2019		ENCO UTILITY SERVICES	\$2,500.00
	Invoice	Date	Description	Amount
	20-3-03-56	08/01/2019	CUSTOMER ACCOUNT SVC-JUL 2019	\$2,500.00
10234	09/12/2019		PACIFIC UTILITY INSTALLATION	\$35,570.00
	Invoice	Date	Description	Amount
	20146	08/26/2019	SUBSTATION MAINT	\$4,200.00
	20148	08/26/2019	OPERATION/MAINT-EASTSIDE IRRIGATION PROJ	\$18,010.00
	20150	08/26/2019	OPERATION/MAINT-STREETLIGHT REMOVAL B ST/GRA	\$1,009.00
	20149	08/26/2019	OPERATION/MAINT-EXPO PARKING LOT LIGHTING	\$12,351.00
10235	09/12/2019		TPX COMMUNICATIONS	\$2,880.23
	Invoice	Date	Description	Amount
	120114514-0	08/23/2019	INTERNET SVC-SUBSTATION/METRO SOLAR	\$2,880.23

Industry Public Utilities Commission
Wells Fargo - Electric
September 12, 2019

Check	Date	Payee Name	Check Amount
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IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK

Checks	Status	Count	Transaction Amount
	Total	15	\$370,669.22

**Industry Public Utilities Commission
Bank of America - Water
September 12, 2019**

Check	Date		Payee Name	Check Amount
IPUC.CHK - IPUC Water BofA Checking				
40429	08/14/2019		SO CALIFORNIA EDISON COMPANY	\$25,457.75
	Invoice	Date	Description	Amount
	2020-00000181	08/06/2019	07/01-07/31/19 SVC - 1991 WORKMAN MILL U	\$25,457.75
40430	09/12/2019		COUNTY SANITATION DISTRICTS OF L	\$288,827.25
	Invoice	Date	Description	Amount
	24382	08/30/2019	PRELIMINARY RECYCLED WATER COSTS FY 2018/2019	\$288,827.25
40431	09/12/2019		INDUSTRY PUBLIC UTILITIES COMMIS.	\$1,500.00
	Invoice	Date	Description	Amount
	SEP-19	08/27/2019	REPLENISH PAYROLL ACCOUNT FOR SEPTEMBER 201	\$1,500.00
40432	09/12/2019		ROWLAND WATER DISTRICT	\$4,431.44
	Invoice	Date	Description	Amount
	I-7312019-A	08/12/2019	CONTRACT SVC - JULY 2019	\$3,499.32
	I-7312019-B	08/12/2019	CONTRACT SVC - JULY 2019	\$932.12

Checks	Status	Count	Transaction Amount
	Total	4	\$320,216.44

INDUSTRY PUBLIC UTILITIES COMMISSION

ITEM NO. 5.3

INDUSTRY PUBLIC UTILITIES COMMISSION
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JULY 11, 2019
PAGE 1

CALL TO ORDER

The Regular Meeting of the Industry Public Utilities Commission of the City of Industry, California, was called to order by President Cory C. Moss at 8:30 a.m., in the City of Industry Council Chamber, 15651 East Stafford Street, California.

ROLL CALL

PRESENT: Cory C. Moss, President
Abraham N. Cruz, Commissioner
Cathy Marcucci, Commissioner
Mark D. Radecki, Commissioner
Newell W. Ruggles, Commissioner

STAFF PRESENT: Troy Helling, City Manager; Bing Hyun, Assistant City Manager; James M. Casso, General Counsel; Josh Nelson, Contract City Engineer; and Julie Robles, Assistant Secretary.

PUBLIC COMMENTS

There were no public comments.

5.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR JUNE 27, 2019

RECOMMENDED ACTION: Ratify the Register of Demands.

MOTION BY COMMISSIONER RADECKI, AND SECOND BY COMMISSIONER CRUZ TO RATIFY THE REGISTER OF DEMANDS. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COMMISSIONERS:	CRUZ, MARCUCCI, RADECKI, RUGGLES, MOSS
NOES:	COMMISSIONERS:	NONE
ABSENT:	COMMISSIONERS:	NONE
ABSTAIN:	COMMISSIONERS:	NONE

INDUSTRY PUBLIC UTILITIES COMMISSION
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JULY 11, 2019
PAGE 2

5.2 CONSIDERATION OF THE REGISTER OF DEMANDS FOR JULY 11, 2019

RECOMMENDED ACTION: *Approve the Register of Demands and authorize the appropriate City Officials to pay the bills.*

MOTION BY COMMISSIONER MARCUCCI, AND SECOND BY COMMISSIONER RUGGLES TO APPROVE THE REGISTER OF DEMANDS AND AUTHORIZE THE APPROPRIATE CITY OFFICIALS TO PAY THE BILLS. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COMMISSIONERS:	CRUZ, MARCUCCI, RADECKI, RUGGLES, MOSS
NOES:	COMMISSIONERS:	NONE
ABSENT:	COMMISSIONERS:	NONE
ABSTAIN:	COMMISSIONERS:	NONE

5.3 CONSIDERATION OF THE MINUTES OF THE JUNE 11, 2019 JOINT SPECIAL MEETING

RECOMMENDED ACTION: *Approve as submitted.*

MOTION BY COMMISSIONER CRUZ, AND SECOND BY COMMISSIONER MARCUCCI TO APPROVE AS SUBMITTED. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COMMISSIONERS:	CRUZ, MARCUCCI, RADECKI, RUGGLES, MOSS
NOES:	COMMISSIONERS:	NONE
ABSENT:	COMMISSIONERS:	NONE
ABSTAIN:	COMMISSIONERS:	NONE

5.4 CONSIDERATION OF AMENDMENT NO. 2 TO THE MAINTENANCE SERVICES AGREEMENT WITH APPLIED METERING TECHNOLOGIES, INC. IN THE AMOUNT OF \$135,000.00 THROUGH JULY 31, 2021 FOR ELECTRIC METERING SERVICES

RECOMMENDED ACTION: *Approve the Amendment.*

INDUSTRY PUBLIC UTILITIES COMMISSION
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JULY 11, 2019
PAGE 3

Contract City Engineer Josh Nelson, provided a staff report and was available to answer any questions.

MOTION BY COMMISSIONER RADECKI, AND SECOND BY COMMISSIONER RUGGLES TO APPROVE THE AMENDMENT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COMMISSIONERS:	CRUZ, MARCUCCI, RADECKI, RUGGLES, MOSS
NOES:	COMMISSIONERS:	NONE
ABSENT:	COMMISSIONERS:	NONE
ABSTAIN:	COMMISSIONERS:	NONE

5.5 REPORT FROM THE GENERAL MANAGER FOR THE LA PUENTE VALLEY COUNTY WATER DISTRICT REGARDING THE INDUSTRY PUBLIC UTILITIES WATER OPERATIONS

RECOMMENDED ACTION: Receive and file the report.

General Manager Greg Galindo presented a report to the Commission and was available to answer any questions.

MOTION BY COMMISSIONER RUGGLES, AND SECOND BY COMMISSIONER CRUZ TO RECEIVE AND FILE THE REPORT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COMMISSIONERS:	CRUZ, MARCUCCI, RADECKI, RUGGLES, MOSS
NOES:	COMMISSIONERS:	NONE
ABSENT:	COMMISSIONERS:	NONE
ABSTAIN:	COMMISSIONERS:	NONE

ADJOURNMENT

There being no further business, the Industry Public Utilities Commission adjourned at 8:39 a.m.

INDUSTRY PUBLIC UTILITIES COMMISSION
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JULY 11, 2019
PAGE 4

CORY C. MOSS
PRESIDENT

JULIE ROBLES
ASSISTANT SECRETARY

INDUSTRY PUBLIC UTILITIES COMMISSION
SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
AUGUST 22, 2019
PAGE 1

CALL TO ORDER

The Special Meeting of the Industry Public Utilities Commission of the City of Industry, California, was called to order by President Cory C. Moss at 8:30 a.m., in the City of Industry Council Chamber, 15651 East Stafford Street, California.

ROLL CALL

PRESENT: Cory C. Moss, President
Abraham N. Cruz, Commissioner
Cathy Marcucci, Commissioner
Mark D. Radecki, Commissioner
Newell W. Ruggles, Commissioner

STAFF PRESENT: Troy Helling, City Manager; Bianca Sparks, Assistant General Counsel; James M. Casso, General Counsel; Josh Nelson, Director of Public Works/City Engineer; and Julie Robles, Assistant Secretary.

PUBLIC COMMENTS

There were no public comments.

5.1 CONSIDERATION OF THE MINUTES OF MAY 25, 2017 SPECIAL MEETING AND JUNE 13, 2019 REGULAR MEETING

RECOMMENDED ACTION: *Approve as submitted.*

MOTION BY COMMISSIONER RADECKI, AND SECOND BY COMMISSIONER CRUZ TO APPROVE AS SUBMITTED. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COMMISSIONERS:	CRUZ, MARCUCCI, RADECKI, RUGGLES, MOSS
NOES:	COMMISSIONERS:	NONE
ABSENT:	COMMISSIONERS:	NONE
ABSTAIN:	COMMISSIONERS:	NONE

INDUSTRY PUBLIC UTILITIES COMMISSION
SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
AUGUST 22, 2019
PAGE 2

5.2 CONSIDERATION OF THE STATEMENT OF INVESTMENT POLICY

RECOMMENDED ACTION: *Approve as submitted.*

MOTION BY COMMISSIONER MARCUCCI, AND SECOND BY COMMISSIONER CRUZ TO APPROVE AS SUBMITTED. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COMMISSIONERS:	CRUZ, MARCUCCI, RADECKI, RUGGLES, MOSS
NOES:	COMMISSIONERS:	NONE
ABSENT:	COMMISSIONERS:	NONE
ABSTAIN:	COMMISSIONERS:	NONE

5.3 CONSIDERATION OF RESOLUTION NO. IPUC 2019-03 – A RESOLUTION OF THE INDUSTRY PUBLIC UTILITIES COMMISSION RATIFYING THE ATTESTATION OF VERACITY SUBMITTED TO THE CALIFORNIA ENERGY COMMISSION FOR THE 2018 POWER SOURCE DISCLOSURE PROGRAM ANNUAL REPORT AND ANNUAL POWER CONTENT LABEL

Director of Public Works/City Engineer Josh Nelson, provided a staff report and was available to answer any questions.

RECOMMENDED ACTION: *Adopt Resolution No. IPUC 2019-03.*

MOTION BY COMMISSIONER RADECKI, AND SECOND BY COMMISSIONER RUGGLES TO ADOPT RESOLUTION NO. IPUC 2019-03. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COMMISSIONERS:	CRUZ, MARCUCCI, RADECKI, RUGGLES, MOSS
NOES:	COMMISSIONERS:	NONE
ABSENT:	COMMISSIONERS:	NONE
ABSTAIN:	COMMISSIONERS:	NONE

INDUSTRY PUBLIC UTILITIES COMMISSION
SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
AUGUST 22, 2019
PAGE 3

5.4 CONSIDERATION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH C & C ENGINEERING, INC., FOR ENGINEERING SERVICES TO AMEND THE SCOPE OF SERVICES AND ADD A RENTAL FEE FOR USE OF CITY OFFICE FACILITIES (CITY, SAIUDA, IPUC)

RECOMMENDED ACTION: *Approve the Amendment.*

City Manager Troy Helling, provided a staff report and was available to answer any questions.

MOTION BY COMMISSIONER MARCUCCI, AND SECOND BY COMMISSIONER RUGGLES TO APPROVE THE AMENDMENT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COMMISSIONERS:	CRUZ, MARCUCCI, RADECKI, RUGGLES, MOSS
NOES:	COMMISSIONERS:	NONE
ABSENT:	COMMISSIONERS:	NONE
ABSTAIN:	COMMISSIONERS:	NONE

5.5 INDUSTRY PUBLIC UTILITIES WATER OPERATIONS QUARTERLY REPORT (APRIL-JUNE 2019)

RECOMMENDED ACTION: *Receive and file the report.*

General Manager Greg Galindo presented a report to the Commission and was available to answer any questions.

MOTION BY COMMISSIONER CRUZ, AND SECOND BY COMMISSIONER RADECKI TO RECEIVE AND FILE THE REPORT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COMMISSIONERS:	CRUZ, MARCUCCI, RADECKI, RUGGLES, MOSS
NOES:	COMMISSIONERS:	NONE
ABSENT:	COMMISSIONERS:	NONE
ABSTAIN:	COMMISSIONERS:	NONE

INDUSTRY PUBLIC UTILITIES COMMISSION
SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
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PAGE 4

5.6 REPORT FROM THE GENERAL MANAGER FOR THE LA PUENTE VALLEY COUNTY WATER DISTRICT REGARDING THE INDUSTRY PUBLIC UTILITIES WATER OPERATIONS

RECOMMENDED ACTION: Receive and file the report.

General Manager Greg Galindo presented a report to the Commission and was available to answer any questions.

MOTION BY COMMISSIONER RADECKI, AND SECOND BY COMMISSIONER MARCUCCI TO RECEIVE AND FILE THE REPORT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COMMISSIONERS:	CRUZ, MARCUCCI, RADECKI, RUGGLES, MOSS
NOES:	COMMISSIONERS:	NONE
ABSENT:	COMMISSIONERS:	NONE
ABSTAIN:	COMMISSIONERS:	NONE

ADJOURNMENT

There being no further business, the Industry Public Utilities Commission adjourned at 8:41 a.m.

CORY C. MOSS
PRESIDENT

JULIE ROBLES
ASSISTANT SECRETARY

INDUSTRY PUBLIC UTILITIES COMMISSION

ITEM NO. 5.4



INDUSTRY PUBLIC UTILITIES COMMISSION

MEMORANDUM

TO: Honorable President Moss and Commission Board Members

STAFF: Troy Helling, Public Utilities Director *TH*

FROM: Joshua Nelson, IPUC Engineer *JN*
Dev Birla, Operations Manager, CNC Engineering *DOB*

DATE: September 12, 2019

SUBJECT: Consideration of a WSPP Agreement Confirmation with San Diego Gas & Electric Company for the procurement of Bundled Renewable Energy in the amount of \$693,750

Background:

The California Renewable Portfolio Standard Program (“RPS” or “RPS Program”) was established by Senate Bill (“SB”) 1078 (2002). This RPS Program has been subsequently modified by SB 107 (2006), SB 1036 (2007), and SB X1 2 (2011), SB 350 (2015) and SB 100 (2018), and set forth new RPS requirements applicable to publicly owned utilities (“POU”). IPUC, as a POU, must comply with the RPS Program. The RPS Program is codified in Public Utilities Code (“PUC”) § 399.11 *et seq.* The RPS Program requires California’s electric utilities and other retail sellers to procure eligible renewable energy resources (“ERRs”) so that the amount of electricity generated from ERRs equals or exceeds a specified percentage of the total electricity sold to retail customers in California.

SB X1 2 (2011) established increasing progressive renewable energy procurement targets, requiring POUs to increase their procurement of ERR to 33 percent of retail sales by 2020 with interim targets of an average of 20 percent through 2011-2013 and 25 percent by 2016. Recently approved SB 100 (2018) increased the RPS procurement requirements to 60 percent of retail sales by 2030.

On June 13, 2013, IPUC adopted the Renewable Energy Resources Enforcement Program (“RPS Enforcement Program”). Through the RPS Enforcement Program, the IPUC established compliance periods consistent with the RPS Program, adopted RPS-eligible procurement goals for each of the compliance periods and described the framework for how IPUC would implement the requirements and measures. Compliance failures are subject to penalties.

To comply with the RPS Program, there are three distinct Portfolio Content Categories (“PCC”) that may be used to satisfy the procurement obligation:

1. PCC1 refers to bundled procurement from qualified renewable energy generators located within the State or from out-of-State generators that can meet strict scheduling requirements to ensure uninterrupted deliverability to California. The California Energy Commission (“CEC”) Regulations set minimum procurement amounts for PCC1 but impose no maximum limitation on the amount of RPS procurement that can come from PCC1.
2. PCC2 refers to “firmed and shaped” transactions where the bundled procurement from a renewable resource is “matched” with an equivalent amount of incremental energy, which is scheduled into a California Balancing Authority.
3. PCC3 procurement refers to purchases of “unbundled” Renewable Energy Credits (“RECs”) with no physical delivery of associated or related energy.

To mitigate the risk of price volatility in the wholesale renewable energy resources market and assess the need for any associated changes in customer rates to recover such costs, IPUC solicits competitive fixed-price bids from renewable energy power suppliers to meet the RPS procurement obligation for the 2017-2020 RPS Compliance Period. IPUC entered into a Master Power Purchase and Sale Agreement with Powerex Corporation (“Powerex”). Powerex provided the most competitive fixed-price bids for the PCC2 and PCC3 RECs to meet the forecasted RPS procurement obligation for the 2017-2020 RPS Compliance Period. Confirmations were executed with Powerex to complete the procurement of the PCC2 and PCC3 RECs. The PCC2 and PCC3 RECs have been successfully transferred from Powerex to the City’s account with the Western Renewable Energy Generation Information System (“WREGIS”).

The IPUC Board approved membership into the Western Systems Power Pool (“WSPP”) and the WSPP Agreement. The WSPP Agreement enables IPUC to receive offering prices and complete transactions from a number of potential suppliers. The WSPP Agreement contains the terms and conditions that will govern all purchase and sale transactions between its members. The details of the transaction (price, quantity, term, etc.) are stated on a transaction confirmation form.

The California Global Warming Solution Act of 2006 established California’s Cap-and-Trade Program to ensure the State meets the target of reducing Greenhouse Gas (“GHG”) emissions. The Cap-and-Trade Program is a market-based system that includes quarterly auctions to buy and sell emission allowances. A portion of the emission allowances are freely allocated to electric utilities and consigned to the GHG auction. The value of these

allowances must be used to benefit the electric utility's ratepayers either by offsetting higher energy costs due to the Cap-and-Trade Program or through GHG emissions reductions. Electric utilities use auction proceeds to fund a variety of measures including energy efficiency projects, electric vehicle infrastructure, renewable energy, and customer rebates. Through December 31, 2018, IPUC has received \$719,245 from the GHG auction proceeds.

Discussion:

San Diego Gas & Electric Company ("SDG&E") is a member of WSPP and provided the most competitive fixed-price bids for the PCC1 RECs. The attached WSPP Confirmation between SDG&E and the IPUC is consistent with the WSPP Agreement. The delivery of the PCC1 RECs is contingent upon SDG&E obtaining or waiving the California Public Utilities Commission approval of this Confirmation. To meet the 2017-2020 PCC1 Compliance Period requirements, IPUC will procure 37,000 RECs from SDG&E at a price of \$18.75/REC (\$693,750). IPUC will only pay for RECs after they have been successfully transferred from SDG&E to the City's account with WREGIS. The cost of the RECs purchased by IPUC to meet the 2014-2016 PCC1 Compliance Period requirements was \$29.00/RECs (155% more than the price negotiated with SDG&E).

Fiscal Impact:

The fiscal impact of the WSPP Agreement Confirmation with SDG&E is \$693,750. The Greenhouse Gas auction proceeds (Account # 165-200-4414) described above can be deployed to fund the expenditure (Account # 165-300-6414).

Recommendation:

It is recommended that the IPUC Board approve the WSPP Agreement Confirmation with SDG&E to procure 37,000 PCC1 RECs for \$693,750 and authorize the Public Utilities Director to sign the Confirmation and the expenditure be funded from the Greenhouse Gas auctions proceeds.

Exhibit:

- A. WSPP Agreement Confirmation Between San Diego Gas & Electric Company and the City of Industry

EXHIBIT A

WSPP Agreement Confirmation Between San Diego Gas & Electric Company and the
City of Industry

[Attached]

**WSPP AGREEMENT
CONFIRMATION
BETWEEN
SAN DIEGO GAS & ELECTRIC COMPANY
AND
INDUSTRY PUBLIC UTILITIES COMMISSION**

This confirmation letter ("Confirmation") confirms the transaction ("Transaction") between **San Diego Gas & Electric Company** ("Seller" or "SDG&E" "Party B") and Industry Public Utilities Commission ("Buyer" or "Party A"), each individually a "Party" and together the "Parties", effective as of _____, 2019 (the "Confirmation Effective Date"). This Transaction is governed by the **WSPP Agreement** effective as of June 21, 2018 (the "Master Agreement"), along with any amendments and annexes executed between the Parties thereto (the "Master Agreement"). The Master Agreement and this Confirmation shall be collectively referred to herein as the "Agreement." Capitalized terms used but not otherwise defined in this Confirmation have the meanings ascribed to them in the Master Agreement, Tariff or RPS (as defined below). If any term in this Confirmation conflicts with the Master Agreement, the definitions set forth in this Confirmation shall supersede.

CONTACT INFORMATION

Contact Information:	Name: [INSERT] ("Buyer")	Name: San Diego Gas & Electric Company ("Seller")
	<p style="text-align: center;">All Notices:</p> Industry Public Utilities Commission 15625 Stafford Street City of Industry, CA 91744 Attn: City Engineer Phone: (626) 333-2211 Facsimile: (626) 961-6795 Email: jnelson@cityofindustry.org Duns: 07-882-4471 Federal Tax ID Number: 95-6408097	<p style="text-align: center;">All Notices:</p> San Diego Gas & Electric Company 8315 Century Park Court San Diego, CA Zip: 92123 Attn: Electric & Fuel Procurement Contract Administration Phone: (858) 650-5536 Facsimile: (858) 650-6190 Duns: 006911457 Federal Tax ID Number: 95-1184800
	<p style="text-align: center;">Invoices:</p> Industry Public Utilities Commission 15625 Stafford Street City of Industry, CA 91744 Attn: Accounts Payable Phone: (626) 333-2211 Facsimile (626) 961-6795 Email; coiap@cityofindustry.org	<p style="text-align: center;">Invoices:</p> San Diego Gas & Electric Company 8315 Century Park Ct. San Diego, California 92123-1593 Attn: Energy Accounting Manager Phone: (858) 650-6177 Facsimile: (858) 650-6190
	<p style="text-align: center;">Wire Transfer:</p> Bank of America ABA: 122000661 ACCT: 14591-10395	<p style="text-align: center;">Wire Transfer:</p> BNK: Union Bank of California for: San Diego Gas & Electric Company ABA: Routing # 122000496 ACCT: #4430000352 Confirmation: SDG&E, Major Markets FAX:(213) 244-8316

	<p style="text-align: center;">Credit and Collections:</p> <p>Industry Public Utilities Commission 15625 Stafford Street City of Industry, CA 91744 Attn: Sequoia Financial Phone: (818) 409-6000 Facsimile: (818) 707-7070 Email: clientrelations@sequoia financial.com</p> <p style="text-align: center;">Defaults:</p> <p>With additional Notices of an Event of Default or Potential Event of Default to:</p> <p>Industry Public Utilities Commission 15625 Stafford Street City of Industry, CA 91744 Attn: Accounts Payable Phone: (626) 333-2211 Email: coiap@cityofindustry.org</p>	<p style="text-align: center;">Credit and Collections:</p> <p>San Diego Gas & Electric Company, Major Markets 555 W. Fifth Street, ML 10E3 Los Angeles, CA 90013-1011 Attn.: Major Markets, Credit and Collections Manager Fax No.: (213) 244-8316 Phone: (213) 244-4343</p> <p style="text-align: center;">Defaults:</p> <p>With additional Notices of an Event of Default or Potential Event of Default to:</p> <p>San Diego Gas & Electric Company 8330 Century Park Ct. San Diego, California 92123 Attn: General Counsel Phone: (858) 650-6141 Facsimile: (858) 650-6106</p>
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ARTICLE 1. COMMERCIAL TERMS

The Parties hereby agree that the General Terms and Conditions are incorporated herein, and to the following provisions as provided for in the General Terms and Conditions:

Product:	<p>The "Product" is a Firm Delivery Obligation of California Energy Commission-certified RPS Bundled Electric energy and associated Green Attributes, which meets the definition of a Category 1 Transaction in the Contract Quantity.</p> <p>During the Delivery Period, Seller shall deliver and sell, and Buyer shall purchase and receive, this Product, subject to the terms and conditions of this Confirmation. Seller shall not substitute or purchase any Green Attributes from any generating resource other than the Project for delivery hereunder.</p>
Project:	<p>All Product sold hereunder shall be from one or more of the facilities, each meeting the requirement of 6.1(a) and as listed in Exhibit A, as may be updated from time to time by written notice from Seller to Buyer (collectively, the "Project"). The Project from which Product is sold by Seller to Buyer shall: (a) have a first point of interconnection with a California balancing authority, (b) have a first point of interconnection with distribution facilities used to serve end users within a California balancing authority area, or (c) be scheduled from the eligible renewable energy resource into a California balancing authority without substituting electricity from another source.</p> <p>The Parties acknowledge and agree that the Project consists of a pool of facilities and that Seller is permitted to utilize one or more of these pooled facilities in order to satisfy its obligations hereunder.</p> <p>The Parties further acknowledge and agree that, with respect to Section 3 of this Confirmation, Product shall solely be limited to the actual Product generated and delivered by the pooled facilities used to satisfy the Contract Quantity, and that Buyer is not entitled to any additional Product produced by the pooled facilities in the Project above and beyond the Contract Quantity.</p>
Contract Capacity	In any hour throughout the Delivery Term, the "Contract Capacity" shall be, in MW, as determined by Seller in accordance with the Contract Quantity section of this Confirmation.
Contract Quantity:	"Contract Quantity" shall be equal to 37,000 MWhs during the Delivery Period. Seller shall determine the hourly Contract Quantity during the Delivery Period.
Contract Price:	Index Price plus Green Attributes Price
Index Price:	"Index Price" means the CAISO Integrated Forward Market Day-Ahead price (as such term is defined in the Tariff) for SP15 for each applicable hour as published by the CAISO on the CAISO website; or any successor thereto, unless a substitute publication and/or index is mutually agreed to by the Parties.
Green Attributes Price:	\$18.75 / MWh
Term:	The "Term" of this Transaction shall commence upon the Confirmation Effective Date and shall continue until delivery by Seller to Buyer of the Contract Quantity of the Product has been completed and all other obligations of the Parties under this Agreement have been satisfied,

	unless terminated earlier due to failure to satisfy the Condition Precedent or as otherwise provided in the Agreement.
Delivery Period:	The "Delivery Period" of this Transaction shall commence on <u>[January 1, 2020]</u> (the "Start Date"), and continue until midnight on December 31, 2020; provided that if CPUC approval is not received by the Start Date above, then the Start Date shall be the first day of the month following the month in which CPUC approval is received and shall continue until midnight on December 31, 2020, unless terminated in accordance with the terms herein.
Delivery Point:	The "Delivery Point" is TH_SP15_GEN-APND.
Firm Delivery Obligation:	"Firm Delivery Obligation" shall have the following meaning: The obligation to provide the Contract Quantity is a firm obligation in that Seller shall deliver the quantity of the Product from the Project, instantaneously with its receipt of such Product, consistent with the terms of this Confirmation without excuse other than Uncontrollable Force. If a failure by Seller to deliver the quantity from the Project is not excused by Uncontrollable Force, Seller shall make up such failure in accordance with the "Contract Quantity" Section.
Scheduling Obligations:	Seller, or a qualified third party designated by Seller, shall act as Scheduling Coordinator. Buyer hereby authorizes Seller, or its third-party Scheduling Coordinator designee, to deliver the Product, or cause the Product to be delivered, to the CAISO at the Delivery Point.
Condition Precedent:	The commencement of the Delivery Period in accordance with Section 3 below shall be contingent upon the Seller obtaining or waiving CPUC approval of this Confirmation. Either Party has the right to terminate this Confirmation upon notice in accordance with Section 12 of the WSPP Agreement, which will be effective five (5) Business Days after such notice is given, if: (i) the CPUC does not issue a final and non-appealable order approving this Agreement or the requested relief contained in the related advice letter filing, both in their entirety, (ii) the CPUC issues a final and non-appealable order which contains conditions or modifications unacceptable to either Party, or (iii) the final and non-appealable CPUC approval has not been obtained by Seller, on or before <u>[December 31, 2019]</u> . The date on which CPUC approval of this Confirmation has been obtained or waived, by Seller, in its sole discretion, shall hereinafter be the "Condition Precedent Satisfaction Date." Any termination made by a Party under this section shall be without liability or obligation to the other Party. Notwithstanding any other provision in this Confirmation, Seller will have no obligation to transfer Green Attributes to Buyer unless the Condition Precedent Satisfaction Date has occurred.

ARTICLE 2. DEFINITIONS

"CAISO" means the California Independent System Operator.

"CAISO Energy" means "Energy" as defined in the Tariff.

"California Energy Commission-certified RPS Bundled Electric Energy" means electric energy from an Eligible Renewable Energy Resource, as such term is defined in Public Utilities Code Section 399.12 and 399.16.

"Category 1 Transaction" means procurement of product that meets the product content requirements under Public Utilities Code Section 399.16(b)(1) in a manner consistent with Section 3203 (a) of the Enforcement Procedures for the Renewables Portfolio Standard for Local Publicly Owned Electric Utilities, as adopted by the California Energy Commission on October 14, 2015, as may be further amended.

"Renewables Portfolio Standard" or "RPS" means the renewable energy program and policies established by California State Senate Bills 1078, X1 – 2, 350 and 100, codified in California Public Utilities Code Sections 399.11 through 399.32 and California Public Resources Code Sections 25740 through 25751, as such provisions are amended or supplemented from time to time.

"Condition Precedent Satisfaction Date" means the date on which CPUC approval, as fully described in the "Condition Precedent" provision, has been obtained or waived, by Seller, in its sole discretion.

"CPUC" means the California Public Utilities Commission or its regulatory successor.

"CPUC Approval" means a final and non-appealable order of the CPUC, without conditions or modifications unacceptable to the Parties, or either of them, which contains the following terms:

- (a) Approves this Agreement in its entirety, including payments to be made by the Buyer, subject to CPUC review of the Buyer's administration of the Agreement; and
- (b) Finds that any procurement pursuant to this Agreement is procurement from an eligible renewable energy resource for purposes of determining Buyer's compliance with any obligation that it may have to procure eligible renewable energy resources pursuant to the California Renewables Portfolio Standard (Public Utilities Code Section 399.11 *et seq.*), Decision 03-06-071, or other applicable law.

CPUC Approval will be deemed to have occurred on the date that a CPUC decision containing such findings becomes final and non-appealable.

Notwithstanding the foregoing, if a Tier 2 or Tier 3 advice letter process is used to obtain CPUC Approval of this Agreement, CPUC Approval will also be deemed to have occurred on the date that a CPUC Energy Division disposition which contains such findings or deems approved an advice letter requesting such findings becomes final and non-appealable.

"Day-Ahead" has the meaning set forth in the Tariff.

"Delivery Period" means "Delivery Term".

"Designated Contract Capacity" means the amount determined by Seller in accordance with the Scheduling Obligations section of this Confirmation.

"Governmental Authority" means any federal, state, local or municipal government, governmental department, commission, board, bureau, agency, or instrumentality, or any judicial, regulatory or administrative body, having jurisdiction as to the matter in question.

"Green Attributes" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Project, and its avoided emission of pollutants. Green Attributes include but are not limited to Renewable Energy Credits, as well as:

- (i) any avoided emission of pollutants to the air, soil or water such as sulfur oxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO) and other pollutants;
- (ii) 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;¹
- (iii) the reporting rights to these avoided emissions, such as Green Tag Reporting Rights. Green Tag Reporting Rights are the right of a Green Tag Buyer to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Buyer's discretion, and include without limitation those Green Tag 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

¹ Avoided emissions may or may not have any value for GHG compliance purposes. Although avoided emissions are included in the list of Green Attributes, this inclusion does not create any right to use those avoided emissions to comply with any GHG regulatory program.

or bill, and international or foreign emissions trading program. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of Energy.

Green Attributes do not include;

- (i) any energy, capacity, reliability or other power attributes from the Project,
- (ii) production tax credits associated with the construction or operation of the Project and other financial incentives in the form of credits, reductions, or allowances associated with the Project that are applicable to a state or federal income taxation obligation,
- (iii) fuel-related subsidies or "tipping fees" that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, or
- (iv) emission reduction credits encumbered or used by the Project for compliance with local, state, or federal operating and/or air quality permits.

If the Project is a biomass or biogas facility and Seller receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributed to its fuel usage, it shall provide Buyer with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from the Project.

"Integrated Forward Market" has the meaning set forth in the Tariff.

"Tariff" means the tariff and protocol provisions, including any current CAISO-published "Operating Procedures" and "Business Practice Manuals," as amended or supplemented from time to time, of the CAISO.

"Vintage" means the calendar year and month during the Delivery Period in which the WREGIS Certificate is created through the generation of the Product.

"WREGIS" means the Western Renewable Energy Generation Information System or other process recognized under applicable laws for the registration, transfer or ownership of Green Attributes.

"WREGIS Certificate" means "Certificate" as defined by WREGIS in the WREGIS Operating Rules.

"WREGIS Operating Rules" means the operating rules and requirements adopted by WREGIS.

ARTICLE 3. CONVEYANCE OF RENEWABLE ENERGY

3.1. Seller's Conveyance Of Electric Energy

Except as stated in this Section 3.1 and beginning on the first day of the Delivery Period and throughout all applicable months of the Delivery Period, Seller shall deliver and sell, and Buyer shall purchase and receive, the Product, subject to the terms and conditions of this Confirmation. Seller will not be obligated to sell or replace any Product that is not or cannot be delivered as a result of Uncontrollable Force.

Should any electric energy provided by Seller under this Confirmation be determined to have originated from a resource other than the Project, Seller shall remedy such failure in a manner reasonably acceptable to Buyer within a reasonable period of time after written notice of such failure is given to the Seller by the Buyer.

3.2. Seller's Conveyance Of Green Attributes

(a) Green Attributes. Seller hereby provides and conveys all Green Attributes associated with all electricity generation from the Project to Buyer as part of the Product being delivered. Seller represents and warrants that Seller holds the rights to all Green Attributes from the Project, and Seller agrees to convey and hereby conveys all such Green Attributes to Buyer as included in the delivery of the Product from the Project. The Green Attributes are delivered and conveyed upon completion of all actions described in Section 3.2(b) below.

(b) Green Attributes Initially Credited to Seller's WREGIS Account

- (i) During the Delivery Period, Seller, at its own cost and expense, shall maintain its registration with WREGIS. All Green Attributes transferred by Seller hereunder shall be designated California RPS-compliant with WREGIS. Seller shall, at its sole expense, use WREGIS as required pursuant to the WREGIS Operating Rules to effectuate the transfer of Green Attributes to Buyer in accordance with WREGIS reporting protocols and WREGIS Operating Rules.
- (ii) For each applicable month of the Delivery Period, Seller shall deliver and convey the Green Attributes associated with the electric energy delivered in Section 3.1 within five (5) Business Days after the end of the month in which the WREGIS Certificates for the Green Attributes are created by properly transferring such WREGIS Certificates, in accordance with the rules and regulations of WREGIS, equivalent to the quantity of Green Attributes to Buyer into Buyer's WREGIS account such that all right, title and interest in and to the WREGIS Certificates shall transfer from Seller to Buyer.
- (iii) In addition to its other obligations under this Section 3.2, Seller shall convey to Buyer WREGIS Certificates from the Project that are of the same Vintage as the Product that was provided under Section 3.1 of this Confirmation.

ARTICLE 4. CPUC FILING AND APPROVAL

4.1. CPUC Filing and Approval

Within sixty (60) days after the Confirmation Effective Date, Seller shall file with the CPUC the appropriate request for CPUC approval of this Agreement and possibly other agreements. Seller shall seek CPUC approval of the filing, including promptly responding to any requests for information related to the request for CPUC approval. Buyer shall use commercially reasonable efforts to support Seller in obtaining CPUC approval. Seller and Buyer have no obligation to seek rehearing or to appeal a CPUC decision which fails to approve this Agreement, or which fails to meet the requirements contained in the Condition Precedent section. Notwithstanding anything to the contrary in the Confirmation, Seller shall not have any obligation or liability to Buyer or any third party for any action or inaction of the CPUC or other Governmental Authority affecting the approval or status of this Confirmation as a transaction eligible for portfolio content category, as defined in California Public Utilities Code Section 399.16(b)(1).

ARTICLE 5. COMPENSATION

5.1. Calculation Period

The "Calculation Period" shall be each calendar month, or portion thereof, during the Delivery Period.

5.2. Monthly Cash Settlement Amount

Buyer shall pay Seller the Monthly Cash Settlement Amount, in arrears, for each Calculation Period in the amount equal to the sum (a) plus (b) minus (c), where:

(a) equals the sum, over all hours of the Calculation Period, of the applicable Index Price for each hour, multiplied by the quantity of CAISO Energy scheduled, delivered and received by Buyer pursuant to Section 3.1 during that hour; and

(b) equals the product of the Green Attributes Price multiplied by the quantity of Green Attributes (in MWhs) delivered or credited to Buyer's WREGIS account pursuant to Section 3.2 during the applicable Calculation Period; and

(c) equals the sum, over all hours of the Calculation Period, of the applicable Index Price for each hour, multiplied by the quantity of CAISO Energy scheduled, delivered and received by Buyer

pursuant to Section 3.1 during that hour.

5.3. Payment Date

Notwithstanding any provision to the contrary in Section 9.2 of the Master Agreement, payments of each Monthly Cash Settlement Amount by Buyer to Seller under this Confirmation shall be due and payable on or before the later of the twentieth (20th) day of the month in which the Buyer receives from Seller an invoice for the Calculation Period to which the Monthly Cash Settlement Amount pertains, or within ten (10) Business Days, or, if such day is not a Business Day, then on the next Business Day, following receipt of an invoice issued by Seller for the applicable Calculation Period. The invoice shall include a statement detailing the portion of Product transferred to Buyer during the applicable Calculation Period.

Invoices to Buyer will be sent by Excel/PDF format via email to Buyer's Invoice Contact set forth above in Contact Information, and for purposes of this Confirmation, Buyer shall be deemed to have received an invoice upon the receipt of the Excel/PDF format of the invoice. Payment to Seller shall be made by electronic funds transfer pursuant to the Wire Transfer instructions set forth above in Contract Information.

ARTICLE 6. SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANTS

(a) Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that:

- (i) the Project qualifies and is certified by the CEC as an Eligible Renewable Energy Resource ("ERR") as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and
- (ii) the Project's output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law.
- (iii) Seller and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement the Renewable Energy Credits transferred to Buyer conform to the definition and attributes required for compliance with the California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation.

To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law.

The term "commercially reasonable efforts" as set forth in Sections 6.1 (a) and (b) above shall not require Seller to incur out-of-pocket expenses in excess of **\$25,000** in the aggregate in any one calendar year between the Confirmation Effective Date and the last day of the Term.

(c) Seller warrants that all necessary steps to allow the Renewable Energy Credits transferred to Buyer to be tracked in the Western Renewable Energy Generation Information System will be taken prior to the first delivery under the contract.

For the avoidance of doubt, the term "contract" as used in the immediately preceding paragraph means this Agreement.

(d) In addition to the foregoing, Seller warrants, represents and covenants, as of the Confirmation Effective Date and throughout the Delivery Period, that:

- (i) Seller has the contractual rights to sell all right, title, and interest in the Product agreed to be delivered hereunder;
- (ii) Seller has not sold the Product to be delivered under this Confirmation to any other person or entity; and
- (iii) at the time of delivery, all rights, title, and interest in the Product to be delivered under this Confirmation are free and clear of all liens, taxes, claims, security interests, or other encumbrances of any kind whatsoever.
- (iv) The original upstream third party contract(s), under which Buyer is re-selling, meets the criteria of California Public Utilities Code Section 399.16(b)(1)(A);
- (v) This Agreement transfers only Energy and Green Attributes that have not yet been generated prior to the commencement of the Delivery Period; and
- (vi) The Energy transferred hereunder is transferred to Buyer in real time.

ARTICLE 7. GENERAL PROVISIONS

7.1. Facility Identification

Upon Buyer's reasonable request, within ten (10) Business Days after the end of each month during the Delivery Period, Seller shall provide indicative identification, based on preliminary meter data, of the facility(s) from the pooled facility that the Product was delivered from for that month.

7.2. Governing Law/Venue

THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. TO THE EXTENT ENFORCEABLE AT SUCH TIME, EACH PARTY WAIVES ITS RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT. The Parties hereby irrevocably and unconditionally agrees that any legal action or proceeding with respect to this Agreement shall be brought in the courts of the State of California in the County of San Diego or the courts of the United States in the County of San Diego, and by executing and delivering this Agreement, both Parties hereby submit to and accept irrevocably and unconditionally, the jurisdiction of the above mentioned courts. The foregoing, however, shall not limit the right of either Party as it may elect to bring any legal action or proceeding or to obtain execution of judgment in any other appropriate jurisdiction.

7.3. SOVEREIGN IMMUNITY

For purposes of this Confirmation only, the WSPP Agreement is amended by adding the following new provision: "Buyer hereby waives sovereign immunity with regard to disputes relating to this Confirmation."

7.4. Confidentiality Amendment to WSPP Agreement.

Changes to the WSPP shall apply to this Confirmation only. For purposes of this Confirmation, Section 30 (Confidentiality) of the WSPP Agreement is deleted in its entirety and replaced with the following:

"30.1(a) Neither Party shall disclose the non-public terms or conditions of this Agreement or any transaction hereunder to a third party, other than (i) the Party's Affiliates and its and their officers, directors, employees, lenders, counsel, accountants or advisors who have a need to know such information and have agreed to keep such terms confidential, (ii) for disclosure to the Buyer's Procurement Review Group, as defined in CPUC Decision (D) 02-08-071, subject to a confidentiality agreement, (iii) to the CPUC under seal for

purposes of review, (iv) disclosure of terms specified in and pursuant to Section 30.1(b) of this Agreement; (v) in order to comply with any applicable law, regulation, including, but not limited to, the California Public Records Act and/or the California Ralph M Brown Act, or any exchange, control area or CAISO rule, or order issued by a court or entity with competent jurisdiction over the disclosing Party ("Disclosing Party"), other than to those entities set forth in subsection (vi); or (vi) in order to comply with any applicable regulation, rule, or order of the CPUC, CEC, or the Federal Energy Regulatory Commission. In connection with requests made pursuant to clause (v) of this Section 30.1(a) ("Disclosure Order") each Party shall, to the extent practicable, use reasonable efforts within its sole and absolute discretion to pursue rights under such applicable laws, regulations, rules or orders which allow for the prevention or limitation of such disclosure. The Disclosing Party's determination of what efforts might be reasonable shall not be subject to challenge by the other Party. After using such reasonable efforts, the Disclosing Party shall not be: (i) prohibited from complying with a Disclosure Order or (ii) liable to the other Party for monetary or other damages incurred in connection with the disclosure of the confidential information. Except as provided in the preceding sentence, the Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation.

(b) RPS Confidentiality. Notwithstanding Section 30.1(a) of this Agreement, at any time on or after the date on which the Seller makes its filing seeking CPUC approval for this Agreement, either Party shall be permitted to disclose the following terms with respect to this Agreement: Party names, resource type, Delivery Term, project location, Contract Capacity, Contract Quantity, and Delivery Point.

(c) Publicity. Except as otherwise agreed to in this Section 30.1 above, no announcement, publicity, advertising, press release, promotional or marketing materials regarding the arrangement contemplated under this Agreement, including the existence hereof, shall be made by either Party without the prior written approval of the other Party which approval shall not be unreasonably withheld or delayed." Notwithstanding the foregoing, the Parties understand acknowledge and agree that Buyer is a California Public Agency and that certain actions and documents of Buyer are subject to public notice and/or disclosure under applicable laws and regulations, including, but not limited to, the California Public Records Act and/or the California Ralph M. Brown Act, and that Buyer is not obligated to seek prior approval of Seller when Buyer is complying, in its sole and absolute discretion, with such laws and regulations.

ACKNOWLEDGED AND AGREED TO AS OF THE CONFIRMATION EFFECTIVE DATE:

SAN DIEGO GAS & ELECTRIC COMPANY

INDUSTRY PUBLIC UTILITIES COMMISSION

BY: _____

BY: _____

NAME: Miguel Romero

NAME: TROY HELLING

TITLE: Vice President – Energy Supply

TITLE: Public Utilities Director

_____ APPROVED as to legal form

Attest:

By: _____
Julie Gutierrez-Robles, Secretary

Approved as to form:

By: _____
James M. Casso, General Counsel

EXHIBIT A

TO THE CONFIRMATION BETWEEN INDUSTRY PUBLIC UTILITIES COMMISSION AND SAN DIEGO
GAS & ELECTRIC COMPANY
DATED: _____

PROJECT FACILITY(IES)

Name of Facility	Resource	Capacity (MW)	CEC RPS ID	WREGIS GU ID	Host Balancing Authority
SDG&E WILL INSERT					