

**RENEWABLE ELECTRICITY GENERATING FACILITY AGREEMENT  
– POWER AND WATER RESOURCES POOLING AUTHORITY –**

This **Renewable Electricity Generating Facility Agreement** (“Facility Agreement”), effective on the date described in Section 2.1, is made and entered into by and between the **Power and Water Resources Pooling Authority** (“PWRPA”) and the Sonoma County Water Agency (“Sonoma Water” or “the Participant”) (collectively, “Parties”).

**RECITALS**

1. WHEREAS, PWRPA was established to study, promote, develop, conduct, design, finance, acquire, construct, and/or operate water and energy related projects and programs.
2. WHEREAS, PWRPA is a local publicly owned electric utility (“POU”), as defined in California Public Utilities Code Section 224.3, and provides retail electric service to Project Participants pursuant to the Aggregation Services Agreement (“ASA”) and policies, rates, terms and conditions adopted by PWRPA’s Board of Directors (“Board”), which administers the ASA and serves as the local regulatory authority for PWRPA.
3. WHEREAS, Project Participants are users of electric power and water resources for purposes such as providing irrigation and municipal and industrial water, and in order to serve their Participants utilize such electrical and water resources through, among other things, pumping water, water transfers, storing water, and distributing and exchanging electrical power. The Participants utilize electric power to convey water and recognize that water delivery and electric power consumption are directly related and that exchange of water and electric power resources is a viable means of managing both electric power consumption and water supplies.
4. WHEREAS, Sonoma Water is a PWRPA Project Participant and Stakeholder.
5. WHEREAS, PWRPA must procure specified percentages of its retail sales from Eligible Renewable Electricity Resources according to the California Renewable Portfolio Standard (“RPS”).
6. WHEREAS, PWRPA adopted Resolution 13-11-13 *Renewable Energy Resources Procurement Plan* in conformance with the *Enforcement Procedures for the Renewables Portfolio Standard for Local Publicly Owned Electric Utilities* adopted by the California Energy Commission (“CEC”).
7. WHEREAS, PWRPA adopted Resolution 14-04-04 *Renewable Portfolio Standard Cost of Compliance Rule* in conformance with Appendix 2 of Exhibit E to the ASA which authorizes allocating PWRPA’s RPS compliance obligation costs to all Project Participants.
8. WHEREAS, Sonoma Water has an assigned responsibility for its share of PWRPA’s RPS compliance obligation costs using the rules adopted in Resolution 14-04-04.

9. WHEREAS, PWRPA and Sonoma Water desire to enter into this Facility Agreement in order to specify such terms and conditions under which: (a) Sonoma Water will convey, operate, maintain and replace certain electric Generating Facilities; (b) PWRPA will own and control such electric Generating Facilities; (c) PWRPA shall provide water-energy services to Sonoma Water; and (d) the RPS compliance value from such electric Generating Facilities credited to PWRPA shall be attributed solely to Sonoma Water's assigned responsibility under the rules adopted by Resolution 14-04-04.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, PWRPA and the Participant agree as follows:

### **ARTICLE 1 CONTRACT DOCUMENTS**

- 1.1 Definitions:** Capitalized terms used in this Facility Agreement without other definition herein, or in Exhibit B, shall have the meanings given to such terms in the ASA.
- 1.2 Amendments:** This Facility Agreement may be amended by written instrument executed by PWRPA and the Participant.
- 1.3 Exhibits:** The Parties intend that exhibits to this Facility Agreement ("Exhibits") shall describe various administrative, financial, operational, and technical descriptions, methodologies and procedures necessary to implement this Facility Agreement. Exhibits (and modifications to such exhibits) shall become a part of and incorporated into this Facility Agreement upon approval or ratification by the Parties. PWRPA shall provide written notice to the Participant of the proposed modification or deletion of any exhibit or the inclusion of a new exhibit. The current list of exhibits is contained in Exhibit A, as may be modified or deleted from time to time with written approval of the Parties.

### **ARTICLE 2 EFFECTIVENESS**

- 2.1 Effective Date:** This Facility Agreement shall be effective on the first day when both of the following shall have occurred: (a) this Facility Agreement shall have been executed by the Participant and delivered by the Participant to PWRPA and (b) PWRPA shall have executed this Facility Agreement ("Effective Date").
- 2.2 Term:** This Facility Agreement shall be effective on the Effective Date and shall continue in effect during the period of time in which PWRPA owns and controls electric Generating facilities under this Facility Agreement.

### **ARTICLE 3**

## SCOPE AND RELATIONSHIP

- 3.1 General:** It is beneficial for PWRPA to own and/or control renewable electricity generating facilities that interconnect with Pacific Gas & Electric Company's ("PG&E") electric system. The Parties intend that, to the maximum extent reasonably practicable, PWRPA will delegate, and the Participant will assume, all responsibilities for the operation, maintenance and replacement of PWRPA's electric Generating facilities.
- 3.1.1 PWRPA:** PWRPA is a POU and provides power retail electric service to Participants. The PWRPA Board is the local regulatory authority for PWRPA, and establishes policies and rates governing PWRPA's operations.
- 3.1.2 Participant:** Participant is a water agency and has experience installing and operating electric facilities and systems to support its water-related operations.
- 3.2 Coordination with PG&E:** The Generating Facilities are interconnected with PG&E's distribution system through the Self-Generation Incentive Program ("SGIP"). Accordingly, PWRPA and, as necessary, the Participant shall coordinate with PG&E, and PWRPA, and the Participant shall abide by terms and conditions under all applicable SGIP interconnection agreements and Generating service tariffs.
- 3.3 PWRPA Tech Rep:** PWRPA shall designate an individual ("Tech Rep") who shall have primary responsibility in carrying out PWRPA's various responsibilities with respect to the review, coordination and approval of matters under this Facility Agreement.
- 3.4 Use of Contractors:** Nothing in this Facility Agreement shall prevent a Party from utilizing the services of a contractor(s) as it deems appropriate to perform its obligations under this Facility Agreement. Notwithstanding the foregoing, however, the creation of any such contract relationship shall not relieve the hiring Party of any of its obligations under this Facility Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any contractor the hiring Party hires, and any applicable obligation imposed by this Facility Agreement on the hiring Party shall be equally binding on, and shall be construed as having application to, any contractor of such Party.
- 3.5 Participant Disputes Regarding Technical Matters:** As described further hereunder, the PWRPA Tech Rep has various responsibilities with respect to the review and approval of technical drawings, specifications and plans. From time to time, disputes between the Participant and the PWRPA Tech Rep may arise as to these technical matters. In such situations, the Parties agree to the following informal dispute resolution process:
- 3.5.1 Appeal to the PWRPA General Manager:** Any technical dispute between the Participant and the PWRPA Tech Rep must first be appealed to the PWRPA General Manager and the Participant General Manager who will attempt to informally resolve the dispute. If, after a reasonable amount of time, the PWRPA General Manager and the Participant General Manager fail to resolve the dispute to the satisfaction of the Participant, the Participant may appeal to the PWRPA Board for resolution of the dispute.

- 3.5.2 Appeal to the Board:** Any technical dispute between the Participant and the PWRPA Tech Rep that is not resolved pursuant to Section 3.5.1 may be appealed to the PWRPA Board for resolution. If the Participant or PWRPA Tech Rep dispute the decision of the PWRPA, it shall resolve the dispute pursuant to Section 9.4 below.
- 3.5.3 Other Non-Technical Disputes:** The dispute resolution process to be followed on legal and other non-technical matters is described in Section 9.4, below.

#### **ARTICLE 4 GENERATING FACILITIES TRANSFER OF OWNERSHIP**

- 4.1 Interconnection:** The Generating Facility consists of a 930 kW AC (Alternating Current) photovoltaic power generation facility interconnected with the PG&E 12.4 kV distribution system pursuant to a SGIP Interconnection Agreement executed on April 14, 2008 (as further described in Exhibit C, “PG&E ICA”).
- 4.2 CEC Certification:** The Generating Facility qualifies and is certified by the California Energy Commission (CEC-RPS-ID 63861; CEC Plant ID H0485; EIA Plant ID 54261) as being an Eligible Renewable Energy Resource (as further defined and described in Exhibit E, “Description of Premises and Generating Facility”).
- 4.3 WREGIS Approval:** The Generating Facility has been approved by the Western Regional Electricity Generation Information System (“WREGIS”) as Generating Unit W6991 – Sonoma Valley Treatment PV.
- 4.4 Permits:** The Participant shall have primary responsibility for obtaining all necessary permits associated with or required for the conversion and operation of the Generating Facilities. The Participant shall coordinate with the PWRPA Tech Rep in advance of obtaining permits in order to confirm matters related to the permits, including but not limited to whether such permits shall be in the name of PWRPA or in the name of the Participant. PWRPA shall cooperate with the Participant as reasonably necessary in order for the Participant to obtain the necessary permits.
- 4.5 Inspection:** PWRPA shall inspect the conversion of the Generating Facilities. In this regard, the PWRPA Tech Rep shall, in advance (ideally in concert with the development of design documents), establish and notify the Participant of required steps within the conversion process at which the Participant must obtain the PWRPA Tech Rep’s approval prior to proceeding to the next step. In addition to these required inspection steps, the PWRPA Tech Rep may, as reasonably necessary, notify the Participant of other steps at which the PWRPA Tech Rep must provide approval. PWRPA agrees that where approval by the PWRPA Tech Rep is required under this Facility Agreement, such approval shall not be unreasonably withheld or delayed. The Participant agrees that neither the inspection nor the approval by the PWRPA Tech Rep shall relieve the Participant from ultimate responsibility to complete the conversion of the Generating Facilities as set forth herein.
- 4.6 Final Acceptance:** The Participant shall notify the PWRPA Tech Rep in writing of the Participant’s belief that the Participant has completed the conversion of the

Generating Facilities. Upon such notification, the PWRPA Tech Rep shall promptly inspect the Generating Facilities and review supporting documents. The PWRPA Tech Rep shall notify the Participant of the PWRPA Tech Rep's determination that the Generating Facilities have been satisfactorily converted. If the PWRPA Tech Rep determines that the Generating Facilities have not been satisfactorily converted, s/he shall provide a description of the deficiencies that are preventing the Generating Facilities from being determined to be satisfactorily converted. At his discretion, the PWRPA Tech Rep may determine that the Generating Facilities have been satisfactorily converted notwithstanding minor deficiencies; provided, however, in such instances the PWRPA Tech Rep shall notify the Participant of the minor deficiencies and the Participant hereby agrees to correct the deficiencies as reasonably directed by the PWRPA Tech Rep.

- 4.7 Conveyance and Transfer of Ownership of Facilities:** Ownership of the Generating Facilities will pass from the Participant to PWRPA at 12:01 a.m. on the day following the date on which PWRPA notified the Participant of PWRPA's acceptance of the Generating Facilities. Upon obtaining the PWRPA Tech Rep's determination that the Generating Facilities have been satisfactorily converted, the Participant shall prepare, execute and deliver to PWRPA a deed of conveyance in substantially the form of the Deed of Conveyance and License Agreement attached hereto as Exhibit "G" in order to memorialize the transfer of ownership of the facilities. Upon PWRPA's receipt and acceptance of the Deed of Conveyance and License Agreement, and any permits or other required instruments, PWRPA shall execute the Deed of Conveyance and License Agreement which will formalize acceptance of the Generating Facilities. PWRPA shall promptly record the Deed of Conveyance and License Agreement with the Sonoma County Recorder's office. PWRPA shall provide Participant with a Conformed Copy of the fully executed Deed of Conveyance within 24 hours of its recording.
- 4.8 Guarantees and Warranties** In light of the fact that, as further described hereunder, the Participant shall be responsible for all costs associated with the operation, maintenance, repair and replacement of the Generating Facilities, the Participant shall obtain such available guarantees and warranties with respect to the Generating Facilities that are commercially acceptable to the Participant.
- 4.9 Documentation and Drawings:** The Participant shall maintain and preserve those documents and drawings relating to the Generating Facilities that (a) are customarily retained, including but not limited to such documentation to warrant that the Generating Facilities meet or exceed applicable requirements and are converted in the proper location (as-built drawings) and (b) are specifically required by the PWRPA Tech Rep in writing.

## **ARTICLE 5**

### **OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT**

- 5.1 Participant Responsibilities:** PWRPA hereby delegates to the Participant, and the Participant hereby accepts responsibility for all "Work" on the Generating Facilities,

where “Work” means all operation, maintenance, additions, removals, rearrangements, relocations, repairs, improvements or replacements to the Generating Facilities (including, but not limited to, replacement of the Generating Facilities at the end of their useful lives).

**5.2 Cooperation by PWRPA:** PWRPA shall cooperate with the Participant as may be reasonably necessary in order for the Participant to carry out its responsibilities with respect to the Work.

**5.3 Compliance with Legal Requirements; PG&E Interconnection Agreement:**

**5.3.1 General:** Work performed on the Generating Facilities shall be performed in accordance with all applicable existing and future laws, ordinances, codes, rules, tariffs, regulations, general orders, directives, agreements or requirements of any authority or entity having jurisdiction over or contractual interest in the performance of the Work.

**5.3.2 PG&E Interconnection Agreement:** The Participant (a) shall ensure that all Work performed on the Generating Facilities shall be in compliance with the PG&E Interconnection Agreement; (b) agrees that obligations imposed on PWRPA under the PG&E Interconnection Agreement with respect to Work performed on the Generating Facilities shall be equally binding on, and shall be construed as having application to, the Participant and (c) shall promptly notify the PWRPA Tech Rep of all material communication between the Participant and PG&E with respect to Work performed on the Generating Facilities.

**5.3.3 Other Regulatory Obligations:** PWRPA shall provide the Participant written notice of such other obligations that may be attendant to or dependent on the classification of the Generating Facilities as POU-owned facilities, including but not limited to requirements under the CEC RPS rules, California Independent System Operator’s tariffs and the Western Electricity Coordinating Council standards. PWRPA shall be responsible for interfacing with agencies involved with the enforcement of the requirements, including but not limited to making compliance filings with such agencies.

**5.3.4 Notification of Legal Notices:** The Participant shall promptly provide written notice to PWRPA of any inquiry, notice, demand or other communication from an authority or entity having jurisdiction over or contractual interest in the performance of the Work.

**5.4 Reports:** Without limiting the general obligation to provide such notifications and reports as required under Section 5.3, the Participant shall also provide such additional notifications and reports as PWRPA may reasonably require from time to time relating to Work performed on the Generating Facilities.

**5.5 Suspension of Work; Assumption of Responsibility by PWRPA:** PWRPA reserves the right to perform all or a portion of the Work if PWRPA determines that such Work is reasonably, materially unsatisfactory to PWRPA; provided, however, (a) PWRPA shall provide as much advance notice as possible of its intent to perform the Work if the Participant does not remedy its unsatisfactory performance of the Work and (b) PWRPA’s performance of the Work shall not relieve the Participant of its duty to perform the Work and the Participant shall diligently seek to attain the capability to

satisfactorily perform the Work. The Participant shall be responsible for all PWRPA's costs associated with the performance by PWRPA of Work under this Section 5.5.

## **ARTICLE 6 COST ALLOCATION**

- 6.1 General:** The Parties intend that all costs reasonably related to the operation, maintenance and replacement of the Generating Facilities, including certain indirect costs, shall be borne by the Participant.
- 6.2 Direct Payment for Costs:** To the extent reasonably practicable and otherwise acceptable to PWRPA, the Participant shall directly pay contractors and/or provide personnel, equipment and/or property for the performance of work related to the conversion, operation, maintenance and replacement of the Generating Facilities.
- 6.3 Reimbursement of PWRPA Costs:** The Parties anticipate that PWRPA will incur certain direct costs related to the operation, maintenance and replacement of the Generating Facilities, including but not limited to costs of the PWRPA Tech Rep for work relating specifically to the Generating Facilities, payments made to PG&E for the PG&E Facilities, the cost of permits required to be in the name of PWRPA and taxes associated with the Generating Facilities ("Direct Costs"). PWRPA shall develop and present to the Participant a billing statement and reasonable documentation of such Direct Costs. The Participant agrees to promptly pay PWRPA for all Direct Costs.
- 6.4 Assignment of Additional Costs:** From time to time, the PWRPA Board may determine that the Participant, and other similar Participants under Generating Facility Agreements with PWRPA, should pay a share of indirect costs reasonably related to costs incurred by PWRPA in order to provide Generating services in connection with the Facility Agreement and other similar agreements, including but not limited to costs incurred by PWRPA's counsel in the development and administration of contracts relating to Generating facilities ("Indirect Costs"). PWRPA shall develop and present to the Participant a billing statement and reasonable documentation of the Indirect Costs. The Participant agrees to promptly pay PWRPA for all Indirect Costs. Article 9 of the ASA shall apply to the Participant's rights and obligations with respect to payments for Indirect Costs described in the billing statement.
- 6.5 Taxes:** PWRPA and the Participant shall work cooperatively to investigate the tax obligation, if any, associated with the Generating Facilities, and to, if possible, reduce or eliminate any such tax obligation. The Participant shall be responsible for the costs of any taxes associated with the Generating Facilities.

## **ARTICLE 7 LIABILITY**

- 7.1 General:** This Facility Agreement contemplates that the Participant shall have responsibility for most, if not all, activities involved in the conversion, operation, maintenance and replacement of the Generating Facilities. Accordingly, to the maximum extent reasonably practicable, the Parties desire that the Participant shall be responsible for liability associated with such activity.

## **7.2 Indemnification:**

**7.2.1 General:** Each Party shall indemnify, defend and hold harmless the other Party, their officers, directors, agents, and employees, from and against all claims, demands, losses, damages, costs, expenses, and legal liability connected with or resulting from (a) injury to or death of persons, including but not limited to employees of either Party, their contractors or subcontractors; injury to property of either Party, or any third party, (b) damage to or loss of tangible property of third parties, (c) damage to or loss of natural resources, or (d) violation of any local, state or federal law or regulation, including but not limited to environmental laws or regulations, or strict liability imposed by any law or regulation; arising out of, related to, or in any way connected with either Party including their contractor's, employee's and agent's, performance under this Facility Agreement, however caused, excepting only such claims, demands, losses, damages, costs, expenses, liability or violation of law or regulation as may be caused by the active negligence or willful misconduct of indemnifying Party, their officers, agents, or employees. The indemnifying Party shall, on the other Party's request, defend any action, claim or suit asserting a claim covered by this indemnity. The indemnifying Party shall pay all costs that may be incurred by the other Party in enforcing this indemnity, including reasonable attorney's fees.

**7.2.2 Environmental:** Both Parties acknowledge that any claims, demands, losses, damages, costs, expenses, and legal liability that arise out of, result from, or are in any way connected with the release or spill of any legally designated hazardous material or waste as a result of the work performed under this Facility Agreement are expressly within the scope of this indemnity, and that the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial work, penalties, and fines arising from the violation of any local, state, or federal law or regulation, attorney's fees, disbursements, and other response costs are expressly within the scope of this indemnity.

## **7.3 Insurance:**

**7.3.1 Coverage:** Prior to the performance of obligations hereunder, the Participant shall, at its own expense, acquire and maintain, and the Participant shall cause its contractors to acquire and maintain, the following minimum insurance coverages with insurance companies rated "B+/VI" or better by Best's Insurance Guide and Key Ratings (or an equivalent rating by another nationally recognized insurance rating agency of similar standing if Best's Insurance Guide and Key Ratings shall no longer be published) or other insurers approved by PWRPA:

(a) commercial general liability insurance, including bodily injury, property damage, owners and contractors protective, products/completed operations, contractual, and personal injury liability, with a combined single limit of \$1,000,000 for each occurrence;



(b) umbrella or excess liability insurance providing excess general liability, automobile liability and employer's liability with a combined single limit of \$2,000,000;

(c) workers' compensation insurance with statutory limits, and employers liability insurance with limits of not less than \$1,000,000; and

(d) business automobile liability insurance covering owned, non-owned and hired automobiles for a combined single limit of \$1,000,000.

**7.3.2 Modification of Limits; Self-Insurance:** PWRPA may, by written notice to the Participant, modify the coverages and limits set forth in Section 7.3.1. PWRPA agrees that the Participant may elect to satisfy its insurance obligation by providing PWRPA reasonable evidence of the Participant's ability to "self-insure."

**7.3.3 Additional Insureds; Notification:** The insurance policies acquired and maintained, or caused to be acquired and maintained, by the Participant pursuant to Section 7.3.1(a), (b) and (d) shall be endorsed to name and the certificate holder, its directors, officers, agents, representatives and employees are additional covered parties. All policies of insurance maintained pursuant to this Section 7.3.1 shall (a) require 30 days' prior notice to PWRPA of cancellation, non-renewal or material change in coverage or in available limits of coverage, and (b) provide that such insurance is primary without right of contribution from any other insurance which might otherwise be available.

**7.3.4 Evidence of Coverage:** Evidence of insurance for the coverages specified herein shall be provided by the Participant to PWRPA on or before the dates such insurance is required to be in effect hereunder, and at such other times as reasonably requested by PWRPA.

**7.3.5 Miscellaneous:** PWRPA shall not, by reason of its inclusion as an additional insured, incur any liability for payment of the premiums therefor. The insurance coverages to be provided pursuant to Section 7.3.1 are not intended to and shall not in any manner limit or qualify the obligations of the Participant under this Facility Agreement. If PWRPA is caused to acquire and maintain insurance in its own name, the Participant shall be responsible for the costs of such insurance, or reasonable portion thereof (if such insurance also applies to other Generating facilities).

## **ARTICLE 8 TITLE AND ACCESS**

- 8.1 Land Rights:** The Participant agrees to provide PWRPA, in substantially the form of the Deed of Conveyance and License Agreement attached as Exhibit "G" hereto such land rights ("Land Right") as may be reasonably required by PWRPA to own, operate, maintain and replace the Generating Facilities, including the right to enter and leave the Participant's premises for any purpose connected with inspection, conversion, operation, maintenance and replacement of the Generating Facilities, and the exercise of any other right granted PWRPA by virtue of its status as the Participant's retail

electric utility. Such Land Right shall continue while this Facility Agreement remains in effect.

- 8.2 Title to the Generating Facilities; Reversion to the Participant:** From and after the date established pursuant to Section 4.8, title to the Generating Facilities shall be held in the name of PWRPA. PWRPA agrees that title to the Generating Facilities shall revert to the Participant upon the Participant's withdrawal as a PWRPA Participant, subject to such conditions as the PWRPA Board may specify in connection therewith.
- 8.3 Mechanics' Liens:** The Participant shall not permit any mechanics', materialmen's or other similar lien to be filed or claimed against the Generating Facilities or the Participant's interest therein by reason of any work, labor, material, services or supplies furnished or purportedly furnished to or for the Generating Facilities by contractors. If such lien shall be filed or claimed against the Generating Facilities, the Participant shall fully discharge and release such lien from the Generating Facilities by posting bond or otherwise; provided, however, the Participant may contest any such lien so long as the enforcement thereof is stayed.

## **ARTICLE 9 MISCELLANEOUS**

- 9.1 Further Assurances:** The Participant acknowledges and agrees (a) that this Facility Agreement only contains certain basic terms and conditions required by PWRPA in order to convert, inspect, own, operate, maintain and replace the Generating Facilities, and (b) that further documents will likely be necessary in order to carry out such activities. Accordingly, the Participant agrees to execute and deliver all further instruments and documents and take all further actions that may be reasonably necessary to effectuate the purposes and intent of this Facility Agreement.
- 9.2 Severability:** If one or more clauses, sentences, paragraphs or provisions of this Facility Agreement shall be held to be unlawful, invalid or unenforceable, the remainder of this Facility Agreement shall not be affected thereby and shall be treated as lawful and valid, and shall be enforced to the maximum extent possible.
- 9.3 Counterparts:** This Facility Agreement may be executed in any number of counterparts, including through facsimile signatures, and upon execution by PWRPA and the Participant, each executed counterpart shall have the same force and effect as an original document and as if PWRPA and the Participant had signed the same document. Any signature page of this Facility Agreement may be detached from any counterpart of this Facility Agreement without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Facility Agreement identical in form but having attached to it the other Party's signature page.
- 9.4 Dispute Resolution:** The dispute resolution process to be followed for matters related to this Facility Agreement is described in Section 8.1 of the Joint Powers Agreement, which is hereby incorporated into and made a part of this Facility Agreement.
- 9.5 Assignment:** This Facility Agreement shall be binding on, and inure to the benefit of, PWRPA and the Participant and their respective successors and permitted assigns ("Affected Parties"). Except as otherwise expressly provided in this Facility

Agreement, the rights and duties of the Parties may not be assigned or delegated without the advance written consent of other Party, which consent shall not be unreasonably withheld, delayed or conditioned.

**9.6 No Third-Party Beneficiaries:** Nothing in this Facility Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Facility Agreement upon any person or entity other than the Affected Parties.

**9.7 Notices:** Any notice, demand, report, or other similar item otherwise provided for in this Facility Agreement shall be given in writing, except as otherwise provided in this Facility Agreement, and shall be deemed properly given if delivered personally or by electronic facsimile transmission, or sent by first class United States Mail or overnight or express mail service, the postage or fees prepaid, to each of the persons specified below:

(a) To PWRPA:

PWRPA General Manager  
3514 West Lehman Road  
Tracy, CA 95378-2008  
Fax number: 209-835-2009

With a copy to its counsel:

PWRPA General Counsel  
950 Reserve Drive, Suite 160  
Roseville, CA 95678

(b) To the Participant:

Attention: Dale Roberts

Mailing address:  
404 Aviation Blvd.  
Santa Rosa CA, 95403

Delivery address:  
404 Aviation Blvd.  
Santa Rosa CA, 95403

Email: Dale.Roberts@scwa.ca.gov

**ARTICLE 10**  
**SIGNATURE**

**IN WITNESS WHEREOF,** PWRPA and the Participant have executed this Facility Agreement as of date written below.

**POWER AND WATER RESOURCES POOLING AUTHORITY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PARTICIPANT**

SONOMA COUNTY WATER AGENCY, a body corporate and politic of the State of California

By: \_\_\_\_\_  
Grant Davis, General Manager  
Sonoma County Water Agency

Date: \_\_\_\_\_

APPROVED AS TO FORM  
FOR PARTICIPANT:

\_\_\_\_\_  
Deputy County Counsel

APPROVED AS TO FORM  
FOR PWRPA:

\_\_\_\_\_  
General Counsel

## **EXHIBIT A**

### **List of Exhibits**

	<b><u>Description</u></b>
<b>Exhibit A:</b>	List of Exhibits
<b>Exhibit B:</b>	Definitions
<b>Exhibit C:</b>	PG&E ICA
<b>Exhibit D:</b>	PG&E Consent to Assignment and Agreement
<b>Exhibit E:</b>	Description of Premises and Generating Facility
<b>Exhibit F:</b>	Deed of Conveyance and License Agreement

## **EXHIBIT B**

### **Definitions**

“Agreement” means this Renewable Electricity Generating Facility Agreement between Sonoma Water and PWRPA.

“CEC” means California’s State Energy Resources Conservation and Development Commission, also known as the California Energy Commission.

“CEC Certified” means that the CEC has certified that the System is an Eligible Renewable Energy Resource in accordance with Public Utilities Code Section 399.12(e) and the guidelines adopted by the CEC, as amended from time to time, and any successor statute.

“Eligible Renewable Energy Resource” has the meaning set forth in Public Utilities Code Section 399.12 (e).

“Generating Facility” means the Eligible Renewable Energy Resource as further defined and described in Exhibit E, “Description of Premises and Generating Facility.”

“Ownership” means an agreement between a POU and a third party to acquire or develop an electrical generation facility as set forth in Cal. Code Regs. tit. 20, § 3201(p)(1) (2018).

“POU” means a local publicly-owned electric utility as defined by Public Utilities Code section 224.3

“Procure” means to acquire through Ownership or contract as set forth in California Public Utilities Code Section 399.12(f).

“Renewables Portfolio Standard” means the standard adopted by the State of California pursuant to Senate Bill 1038 (SB 1038, Chapter 515, Statutes of 2002, Sher), Senate Bill 1078 (SB 1078, Chapter 516, Statutes of 2002, Sher), Senate Bill 67 (SB 67, Chapter 731, Statutes of 2003, Bowen), Senate Bill 183 (SB 183, Chapter 666, Statutes of 2003, Sher), Senate Bill 350 (SB 350, Chapter 547, Statutes of 2015, De Leon), and codified in Public Utilities Code (PUC) sections 381, 399.11 through 399.16, and 445, and Public Resources Code (PRC) sections 25740 through 25751, as may be amended from time to time, setting minimum renewable energy targets for entities under the legal jurisdiction of the California Public Utilities Commission.

“RPS-certified facility” means a facility that the Commission has certified as being eligible for the RPS pursuant to the Commission's RPS Guidelines, or that the Commission has granted limited RPS certification in place for the duration of that facility's contract or ownership agreement term pursuant to the Commission's RPS Guidelines.)

“WREGIS” means the Western Renewable Energy Generation Information System, or any successor renewable energy tracking system for implementing California’s Renewables Portfolio Standard.

## **EXHIBIT C**

### **PG&E Interconnection Agreement**

## **EXHIBIT D**

### **PG&E Consent to Assignment and Agreement**



## EXHIBIT E

### Description of Premises and Generating Facility

#### SONOMA VALLEY TREATMENT PLANT

Address: 22675 8<sup>TH</sup> Street East, Sonoma CA 95476

A parcel of land located in the state of California, County of Sonoma, with a situs address of 22675 8<sup>TH</sup> Street East, Sonoma CA 95476. Currently operated by the Sonoma County Water Agency under a Deed in Fee to the Agency.

The licensed area is shown by the shaded region below, and includes the route to and point of interconnection for delivery of energy from the System to the site electrical system.



## EXHIBIT E

### Description of Premises and Generating Facility

1. System Size: 264kWDC (200 kWAC)  
System Acreage: 1.6 Acres

2. Photovoltaic Module(s):

MAKE	MODEL	WATTAGE
Powertracker	Sanyo HIP-200 5208 Modules	856 kWAC

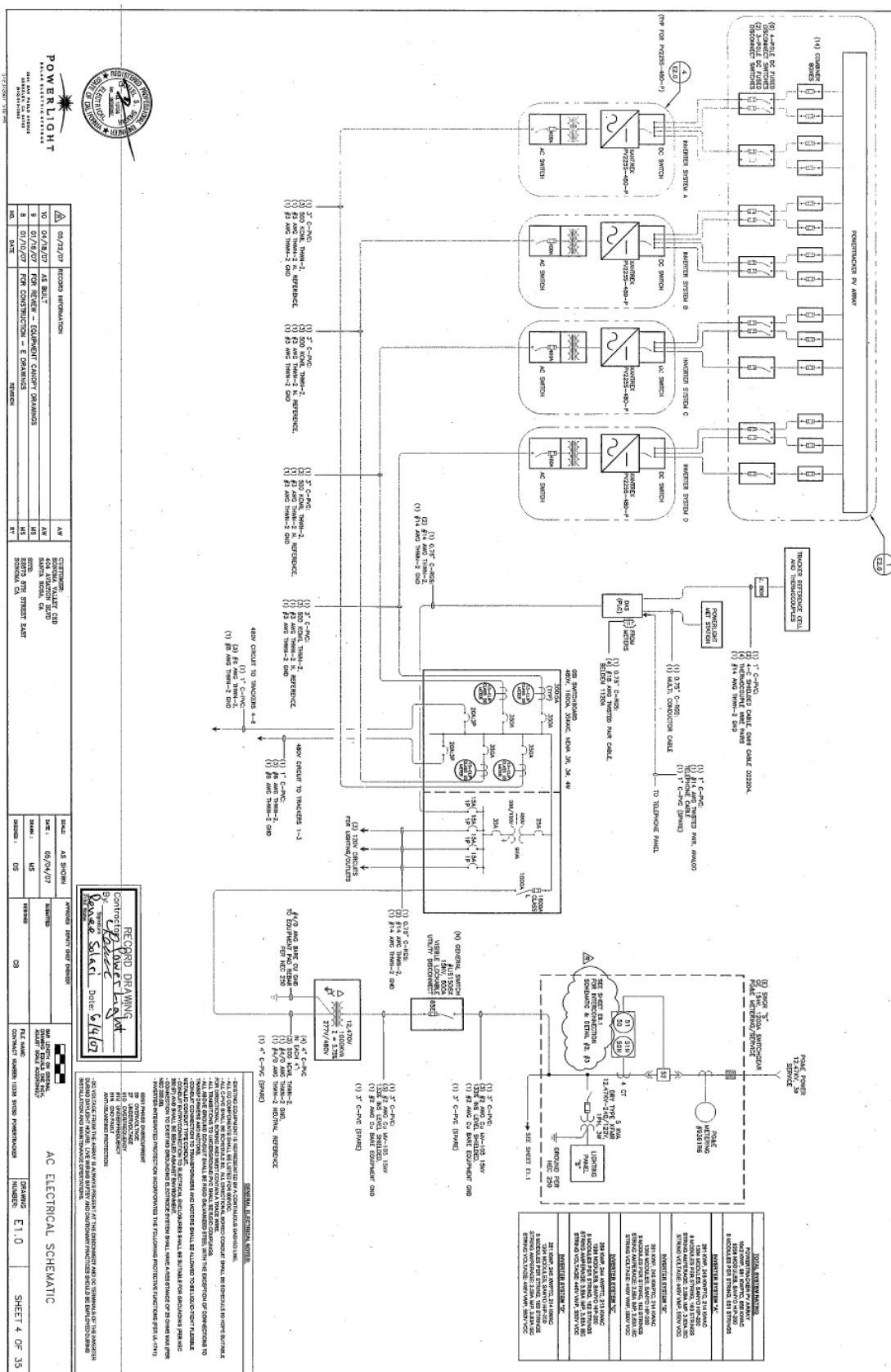
3. Inverter(s):

MAKE	MODEL	RATED POWER
Xantrex	PV225S 4 Total	225 kW

Output Criteria: 480VAC, 3Ph, 4W

4. Racking System: Tracker Ground Mounted System
5. Switchgear, transformers, and any related supports and/or concrete pads
6. DC Cabling and Combiner Boxes
7. AC Trenching and Cabling
8. Remote system monitoring Data Acquisition Systems, including Revenue Grade Metering

## Description of Premises and Generating Facility



## **EXHIBIT F**

### **Deed of Conveyance and License Agreement**