

SOLAR POWER PURCHASE AGREEMENT

by and between

REC SOLAR COMMERCIAL CORPORATION

and

COUNTY OF EL DORADO

dated

March 19, 2019

for the RES-BCT Solar Facility

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SOLAR POWER PURCHASE AGREEMENT

This Solar Power Purchase Agreement (“Agreement” or “PPA”) is made and entered into as of this 19th day of March, 2019, (“Effective Date”), between REC Solar Commercial Corporation a Delaware corporation, duly qualified to conduct business in the State of California. (“Provider”), and the County of El Dorado (“County”). County and Provider are collectively referred to herein as “Parties” and individually as “Party.”

RECITALS

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

WHEREAS, Government Code Section 4217.10 *et seq.* provides that public agencies may enter into an agreement, including lease agreements, for real property upon which alternative energy facilities may be constructed so that the public agency may purchase the energy generated from the facilities constructed on the real property under a power purchase agreement; and

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

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

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

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

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

WHEREAS, as part of this PPA and in consideration of the Lease, Provider and County intend that Provider would obtain title, an ownership interest, and retain all financial incentives and tax benefits generated by the Solar Facility and associated with the development of the Solar

Facility, including the installation, ownership, and operation of the Solar Facility and the sale of energy from the system to County.

NOW, THEREFORE, in consideration of the promises and the mutual benefits from the covenants hereinafter set forth, including the recitals and the exhibits hereto, which are incorporated herein by reference, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Provider and County hereby agree as follows:

AGREEMENT

1. **Definitions.**

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

2. **Term.**

A. Term. The “Term” of this Agreement shall commence upon the Effective Date and terminate automatically on the Expiration Date (“Initial Term”). County and Provider may mutually agree to extend the term of this Agreement for up to two (2) five (5) year renewal terms (each, a “Renewal Term”). The Initial Term and all subsequent Renewal Terms are referred to collectively as “Term.” This Agreement shall terminate automatically and concurrently with any termination of the Site access license provided by this Agreement.

3. **Removal of Solar Facility.**

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

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

C. Failure to Remove. If Provider fails to comply with this Section 3 and remove the Solar Facility and restore the Site as required within such one-hundred eighty (180) day period, County shall have the right, but not the obligation, to remove the Solar Facility and restore the

Site and charge Provider for the actual costs incurred by County, which costs shall include a twenty percent (20%) administrative fee. The Parties shall reasonably coordinate all such removal and pick-up activities. In the event that Provider does not remove the Solar Facility as specified herein, County shall also have the option of continuing to receive Output from the Solar Facility at no cost to County until the Solar Facility are removed by either Provider or County. This Section 3 shall not be interpreted to limit County's other available lawful remedies.

4. Purchase and Sale of Output.

A. Purchase and Sale of Output. Beginning on the Commercial Operation Date and through the remainder of the Term, Provider agrees to sell, and County agrees to buy, Output from the Solar Facility at the applicable "Power Price" as set forth in Exhibit B, as such Power Price may be adjusted in accordance with Section 4.F. County shall have no obligation to pay for Output delivered from the Solar Facility after the Expiration Date of this Agreement or the early termination thereof.

B. Provider's Output Guarantee. Commencing with the third (3rd) Contract Year after the Commercial Operation Date of each Solar Facility, and for such Contract Year thereafter during the Initial Term, the aggregate metered Output from each Solar Facility for, (i) with respect to all Contract Years other than the final four (4) Contract Years of the Initial Term, the previous three (3) Contract Years, and (ii) with respect to the final four (4) Contract Years of the Initial Term, two (2) periods of two (2) Contract Years each (either of (i) or (ii) defined as a "Measurement Period") shall be at least ninety-five percent (95%) of the aggregate Annual Production Estimate for such Measurement Periods (as pro-rated for the final four (4) Contract Years of the Initial Term) for the Solar Facility ("Output Guarantee"); *provided*, the Output Guarantee for any Measurement Period will be reduced by the estimated generation of the Solar Facility that would have been generated during such Measurement Period, but was not generated, due to one or more of the following causes: (a) an Outage or any suspension by County under Section 11.D; (b) the actions or omissions of the Distribution Utility or at the request or direction of the Distribution Utility; (c) a Force Majeure event; (d) buildings or structures constructed after the Commercial Operation Date overshadowing or otherwise blocking access or reducing Insolation to the Solar Facility on or at the Site; or (e) a breach of this Agreement by County.

If the Output delivered by the Solar Facility during any Measurement Period does not equal or exceed the Output Guarantee for such Measurement Period, Provider shall include in its next invoice(s) to County (and in the final invoice for any credit owed for the final Contract Year) a credit for the Energy Shortfall Amount. Alternatively, County has the option to request that the Energy Shortfall Amount be paid by check independently of an invoice. For the avoidance of doubt, Provider would not be required to pay County an Energy Shortfall Payment for any failure to meet the Output Guarantee that arises due to the non-operation of Solar Facility pursuant to Section 11.E.

C. Resale of Output. So long as County otherwise continues to perform under this Agreement, if at any time during the Term County reduces its demand load requirements for Output or otherwise determines that the Distribution Utility or any other purchaser is willing to purchase Output from the Solar Facility, County, at its option, may sell Output to the Distribution Utility or any other purchaser, to the extent permissible under Applicable Laws, and

to the extent it does not impact Provider's rights under this Agreement. If applicable and required by law, County may also request that Provider enter into negotiations with County to pursue a third-party sale agreement. Upon such request, Provider and County shall negotiate in good faith regarding the terms and conditions of the third-party sale agreement.

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

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

If an Outage occurs under this Section 4 and a payment is due from Provider to County, Provider shall include in its next invoice(s) to County (and in the final invoice for any credit owed for the final Contract Year) a credit for the difference between the Power Price and the electricity cost as provided by the Distribution Utility to County for the applicable period.

F. Adjustments to Power Price. The Parties acknowledge that the Power Price set forth in Exhibit B is based on certain assumptions by Provider regarding Distribution Utility Upgrades for the Solar Facility. Specifically, Provider assumed that the total amount of Distribution Utility Upgrades to be required by Distribution Utility in connection with the Solar Facility would not exceed [Seven Hundred Thirty-Four Thousand and Sixty-Nine Dollars (\$734,069)]. If the actual cost reasonably incurred by Provider for Distribution Utility upgrades exceeds Seven Hundred Thirty-Four Thousand and Sixty-Nine Dollars (\$734,069), then Provider shall be entitled to a proportionate increase of the Power Price in an amount of \$0.00032/kWh for each additional Ten Thousand Dollars (\$10,000) increase in cost. If the actual cost reasonably incurred by Provider for Distribution Utility Upgrades is less than Seven Hundred Thirty-Four Thousand and Sixty-Nine Dollars (\$734,069), County shall be entitled to a proportionate decrease of the PPA rates in an amount of \$0.00032/kWh per Ten Thousand Dollars (\$10,000) decrease in cost. Provider shall provide invoices showing all such additional

costs to County, and any agreement for County to cover such additional amounts shall come in the form of a jointly-executed change order in accordance with Exhibit G; and

G. Distribution Utility Electric Service. County may take Parallel Energy Services from Distribution Utility at the Site.

5. Construction, Operation & Maintenance.

A. Provider's Contractor. Provider shall ensure that any party contracting with Provider for any engineering, procurement, design, installation or construction of the Solar Facility shall possess sufficient knowledge, experience, expertise, licensing, and financial capacity and creditworthiness necessary for satisfactory completion of Provider's obligations under this Agreement. The contractor performing the construction work on the Project shall possess a Class B and Class C-10 California Contractor State License, and all other required licenses for performing work under this Agreement, prior to performing any work on the Project. Provider represents and warrants that it has the financial capacity, creditworthiness and bonding sufficient to satisfy all of Provider's obligations under this Agreement, including any instance of default or other failure by Provider's contractor(s) to complete the work required to satisfy Provider's obligations in this Agreement. Prior to contracting with any such party, Provider shall obtain and review the qualification of such party, and complete any necessary background check or fingerprinting required by law or County. Provider shall further procure from contractor performance and payment bonds and any other assurances Provider deems reasonably necessary to secure contractor's timely completion of the Solar Facility.

B. Government Approvals. Provider shall be solely responsible for ensuring that the Solar Facility is constructed in compliance with all Applicable Laws, regulations and Governmental Approvals, and in accordance with the standards set by any governmental program providing funding for the Solar Facility, including all improvements, conditions and mitigation measures required for compliance with the California Environmental Quality Act ("CEQA") and the Americans with Disabilities Act ("ADA"). Provider shall, at Provider's sole cost and expense, obtain from all Governmental Authorities having jurisdiction over the Project, all necessary Governmental Approvals required for the installation, operation and maintenance of the Solar Facility, including fire safety, California Occupational Safety and Health Administration ("OSHA"), utility interconnection, right-of-way permits, easement agreements and other related requirements. In the event that any existing easements or rights of way on the Site interfere with construction activities as contemplated by the Parties, the Parties shall cooperate to address the presence of such easements or rights of way in a manner that is reasonably acceptable to both Parties

To the extent action is required by County, County shall, upon the request of Provider, use reasonable efforts to assist Provider in obtaining and retaining any Governmental Approvals necessary for the design, construction, engineering, installation, operation and maintenance of the Solar Facility. Provider shall reimburse County for the reasonable, direct, documented costs actually incurred by County in assisting Provider under this Section 5.B. Provider shall be responsible for all costs, expenses and improvements to the extent required to obtain or comply with any Government Approvals or any other requirements under state or federal law made necessary as a result of the installation, operation and maintenance of the Solar Facility. Specifically, Provider is required to

obtain and submit all documents to close out the Solar Facility with the applicable Governmental Authorities. In addition to stamped and approved plans, Provider shall provide any required installation compliance confirmation letter(s) to any applicable Governmental Authorities.

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

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

E. Operation and Maintenance of Solar Facility. Provider shall be responsible for all operations, maintenance, and repair of the Solar Facility at Provider's sole cost and expense, except for any repairs or maintenance resulting from the negligent acts or omissions or willful misconduct of County or its contractors, agents or employees. All such maintenance, repairs and operations, shall be conducted in the manner set forth in this Agreement, and Provider shall reasonably accommodate and cooperate with County to ensure County's activities, facility uses, and scheduling requirements are not unreasonably impeded. Provider's repair work responsibilities shall include any repair required as a result of damage caused by Provider or its contractors, subcontractors or vendors to County's facilities within a period of five (5) years following the date the damage was discovered or reasonably should have been discovered by County. Provider shall be responsible for repairs and/or replacement of components of the Solar Facility that are damaged from vandalism, theft or criminal activity, and shall bear any costs associated therewith, except to the extent caused by acts or omissions of County or its contractors, agents or employees. Provider shall comply with County's then-current safety procedures while accessing the Site, provided that County shall be responsible for ensuring that Provider is given reasonable notice of any updates, amendments or changes to such safety procedures.

F. Prevailing Wages. This Project is subject to compliance with the prevailing wage provisions of the California Labor Code and the prevailing wage rate determinations of the Department of Industrial Relations. These rates are on file at County's main office at its address or may be obtained online at <http://www.dir.ca.gov/dlsr>. A copy of these rates shall be posted at the Site by Provider. Provider, and its contractor(s) and subcontractor(s) under it, shall comply with all applicable Labor Code provisions, which include the payment of not less than the required prevailing rates to all workers employed by them in the execution of this PPA and the

employment of apprentices. Provider hereby agrees to indemnify and hold harmless County, its elected officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which County, its elected officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with any applicable Labor Code provisions arising out of or in connection with the Project.

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

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

Provider, its contractor(s) and subcontractor(s) shall submit records, including those specified in Labor Code Section 1776, to the Labor Commissioner as required by Sections 1771.4(a)(3), 1771.4(c)(2), and 1776 of the Labor Code. County may withhold One Hundred Dollars (\$100) for each calendar day after ten (10) Days from Provider's receipt of a request to produce payroll records (as described in Labor Code § 1776(a)) that Provider fails to produce such records.

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

A. Conditions Precedent to Construction. Each of the pre-construction activities relating to the Solar Facility shall be completed as of the dates below ("Construction Conditions Precedent") as follows:

- (1) By no later than the Conditions Precedent Deadline, Provider shall:

- a. Submit to County certificates of insurance and endorsements demonstrating compliance with the requirements defined in Section 17 of this Agreement.
 - b. Submit to County a fully executed copy of any and all contracts entered into for the engineering, procurement and/or construction of the Solar Facility.
 - c. Undertake all commercially reasonable efforts to assess the capacity of the Distribution Utility facilities, including the applicable transformer(s) and conductor(s) and provide a written assessment of such to County.
 - d. Submit to County for approval a ninety percent (90%) completed design of the Solar Facility, a detailed construction and installation schedule and a detailed Project safety plan. Provider's construction and installation schedule shall include start and completion dates for all categories of work on the Site, including, pre-construction activities, installation of major equipment and anticipated Site deliveries and all required submittal and procurement documentation.
 - e. Submit to County evidence that Provider has obtained and secured sufficient financing to fund Provider's obligations under this Agreement. Such evidence shall be subject to County's approval and shall include a signed letter from the financing entity describing its intent and commitment to finance the Project.
- (2) Within ninety (90) Days after the Effective Date, as may be extended by written agreement with County (not to be unreasonably withheld, conditioned or delayed), due to delays outside of Provider's control which could not have been reasonably anticipated or mitigated, Provider shall obtain or cause to be obtained all necessary Governmental Approvals, entitlements, contracts, and agreements required for the installation, operation, and maintenance of the Solar Facility and the sale and delivery of Output to County.
- (3) Provider acknowledges that the Site is a pledged asset that is subject to a lease/lease back arrangement to secure tax-exempt financing from the USDA and that use of the Site by Provider through a leasehold interest will require the prior written consent and approval of USDA and other parties as may be necessary pursuant to the terms of the financing. In that regard, if USDA or such other parties fail to provide their consent or other applicable requirements cannot be met by the Conditions Precedent Deadline, County may, in its sole and absolute discretion, take action in accordance with Section 6.B.

B. Completion of Condition Precedent to Construction; Termination. If Provider, or County as applicable, is unable to timely complete any of the Construction Conditions Precedent above by the Conditions Precedent Deadline, County may, in its sole and absolute discretion, but is not required to, either (1) waive or extend such requirements in a written notice to Provider; or (2) terminate this Agreement without triggering the default provisions of this Agreement, including any default provision requiring the payment of the Termination Value, nor shall any

such termination subject County to any other penalty or liability, including payment of the Termination Value specified in Section 10.B. Upon Provider's and County's timely satisfaction of all Construction Conditions Precedent by the Conditions Precedent Deadline, County shall issue a notice to proceed to Provider ("Notice to Proceed"), informing Provider that it may commence the construction of the Solar Facility on the Site. Provider shall not proceed with construction of the Solar Facility until it has received the Notice to Proceed.

C. Construction; Commercial Operation. Promptly upon receipt of the Notice to Proceed from County, Provider shall commence construction of the Solar Facility and shall cause complete installation and start-up of Commercial Operation thereof on or before **March 1, 2020** (as such date may be extended in accordance with this Agreement, the "Commercial Operation Deadline"). Prior to the Commercial Operation Deadline, Provider shall:

- (1) Effect the execution, in coordination with County, of all agreements required for interconnection of the Solar Facility with the Distribution Utility, including the interconnection agreement(s) and net metering agreement(s) if applicable; and
- (2) Ensure that all necessary connections and equipment are installed in compliance with all applicable codes and standards, and that Provider has procured or caused the complete installation of all necessary equipment and protection devices to enable delivery of Output from the Delivery Point to County's facilities.

D. Commercial Operation. The "Commercial Operation Date" shall be the date on which Provider accurately notifies County of the fact that the Solar Facility is mechanically and electrically complete and operational and providing Output through Meters to the Delivery Point under an approved and executed Distribution Utility interconnection agreement. Provider shall cause the Commercial Operation Date to occur on or before the Commercial Operation Deadline.

Except as set forth in subsection 6.E below, Provider shall be solely liable to County for any delay by Provider or Provider's contractor(s) in completing the work, including any costs of County associated with impacts to the Site or a delay in the Commercial Operation Date.

If Commercial Operation has not commenced on or before the sixtieth (60th) day following the Commercial Operation Deadline, County may, but shall not be required to, assess liquidated damages against Provider in an amount equal to One Thousand Dollars (\$1,000) per calendar day for each day following the Commercial Operation Deadline until the Commercial Operation Date has been achieved ("Delay Liquidated Damages"). The Parties acknowledge that such liquidated damages are a reasonable approximation of the harm that County would suffer in such event, and such Delay Liquidated Damages shall be the sole and exclusive remedy for Provider's failure to achieve the Commercial Operation Date by the Commercial Operation Deadline. If Provider has not achieved Commercial Operation by the date that is one (1) year after the Commercial Operation Deadline, County shall have the right to terminate this Agreement without penalty or liability to the County, provided that County's sole and exclusive remedy following such termination shall be the payment of Delay Liquidated Damages hereunder.

E. Extension of Commercial Operation Deadline. The Commercial Operation Deadline shall be automatically extended on a day for day basis for any: (i) actual delay by

Distribution Utility to approve or issue interconnection approval or to perform any related work, inspections or approvals, provided the delay is not due to or caused by Provider; (ii) actual delay or interference with construction of the Solar Facility due to the acts or omissions by County or its contractor, agents and employees other than delays caused by the known ongoing construction activities at the Public Safety Facility site in accordance with the schedule therefor as presented to Provider; (iii) Force Majeure; and/or (iv) actual delay by a Governmental Authority in issuing or approving any applicable permits provided the delay is not due to, or caused by Provider (each, an “Excusable Delay”). In addition to an Excusable Delay, Provider may request in writing an extension of the Commercial Operation Deadline. At the time of the request, Provider shall present County in writing with the reason for delay, confirmation that Commercial Operation shall commence within the requested extension time as well as valid and persuasive evidence demonstrating that the delay in achieving the Commercial Operation Deadline could not have been reasonably avoided by Provider. Provider’s written request must also state the date on which Provider reasonably believes Commercial Operation will be achieved following such extension. The approval of the request will be at the sole and absolute discretion of County and if approved by County, Provider shall pay to County a non-refundable extension fee of Three Hundred Fifty Dollars (\$350) per day for each day of the extended time period other than due to an Excusable Delay. To the extent that Provider fails to meet the Commercial Operation Deadline, as extended for any Excusable Delays or by County pursuant to this Section 6, County shall have the rights as set forth in Subsection 6.D above.

F. Administrative Delay. Liquidated damages may also be applied to compensate County for undue delays in the completion of Punch List items, including site clean-up, demobilization, and miscellaneous contractual obligations after Commercial Operation has been achieved. The cost to County for administration, inspection, mileage, and other similar items would be extremely difficult to determine. For that reason, additional liquidated damages, known as “Administrative Delay Liquidated Damages” shall be imposed in the amount of Five Hundred Dollars (\$500) per day for each day that is thirty (30) days after the Commercial Operation Date that the Punch List has not been completed. Such Administrative Delay Liquidated Damages will be assessed until County reasonably agrees that all outstanding work has been completed.

7. Ownership of Solar Facility, Output, Green Attributes and Environmental Financial Incentives.

A. Ownership of Solar Facility. Title to the Solar Facility shall remain with Provider during the Term unless and until County exercises its option to purchase the Solar Facility as set forth herein. None of the Solar Facility, including any components thereof may be sold, leased, assigned, mortgaged, pledged or otherwise alienated or encumbered by County. County shall not cause or permit the Solar Facility or any part thereof to become subject to any lien, encumbrance, pledge, levy, or attachment arising by, under or through County. Provider shall bear all risk of loss with respect to the Solar Facility, except for losses arising from the negligence or willful acts or omissions by County or its agents or employees. Provider shall be solely responsible for the Solar Facility’s operation and maintenance pursuant to Section 5.E and in compliance with all Applicable Laws, regulations, and Governmental Approvals.

B. Ownership of Output, Green Attributes and Environmental Financial Incentives. Provider is the exclusive owner of any Environmental Financial Incentives associated with the

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

8. Payment.

A. Invoices. Provider shall provide an invoice for each Solar Facility to County on a monthly basis, by the fifteenth (15th) day of each calendar month following the Commercial Operation Date of the Solar Facility. Each invoice will set forth (i) the Output delivered to County in the preceding month, (ii) the Power Price for such month, (iii) the total amount to be paid by County to Provider for Output delivered in the preceding month, (iv) the Contract Year and month of the PPA term, (v) Annual Production Estimate for the relevant Contract Year as set forth in Exhibit B, (vi) running total of Annual Production Estimate for the relevant Contract Year as set forth in Exhibit B versus cumulated actual Output for the relevant Contract Year, and (vii) and any applicable offsets or credits to such invoice amounts.

B. Due Date. The Power Price and all other payments shall be in U.S. Dollars and paid by wire transfer, check, or automated check handling (“ACH”) payment delivered to Provider at the address specified herein within forty-five (45) Days of the date the invoice is received by County (“Due Date”). If the Due Date is a weekend or a bank holiday, payment will be due the next following business day.

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

9. Purchase Option.

A. Purchase of Solar Facility. Unless County is in default of its obligations under this Agreement, County shall have the option to purchase all of Provider’s right, title, and interest in and to the Solar Facility on the sixth (6th), tenth (10th) and fifteenth (15th) anniversaries of the Commercial Operation Date or upon expiration of the Term hereof (“Purchase Option”). If County wishes to exercise its Purchase Option, it must provide notice to Provider at least ninety (90) Days in advance of any such anniversary or the expiration of the Term. The purchase price shall be the greater of (1) the Fair Market Value, as defined under this Agreement, of the Solar Facility as of the applicable anniversary date or the expiration of the Term, or (2) the applicable Purchase Option Price indicated in Exhibit D. Upon the exercise of the Purchase Option and Provider’s receipt of all amounts then owing by County under this Agreement, the Parties will execute all documents necessary for the purchase and sale of the Solar Facility, including the delivery of the purchase price, the transfer of title to the Solar Facility, and, to the extent transferable, the remaining period, if any, on all warranties and Environmental Financial Incentives and Green Attributes for the Solar Facility to County. Provider shall remove any encumbrances placed or allowed on the Solar Facility by Provider

(other than encumbrances reasonably permitted by County). On the date on which Provider transfers title to all of the Solar Facility to County in accordance with this Section 9, this Agreement shall automatically terminate without default or penalty to either Party.

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

10. Early Termination.

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

- (1) An unstayed order of a court or administrative agency, or a change in state or federal law or regulation, imposing a material and adverse cost, regulation or other requirement upon the sale of Output which precludes Provider from providing Output pursuant to this Agreement. Such termination shall be conditioned upon Provider’s proof of the financial impossibility of Provider to perform under its financing documents or other violation of Provider’s Solar Facility financial arrangement to the reasonable satisfaction of County.
- (2) Condemnation, destruction or other material damage to the Site that prevents Provider from performing its obligations hereunder.

In the event Provider exercises its right under this Section 10, County may elect to either: (a) purchase the Solar Facility in accordance with Section 9 as of the time of Provider’s notice; or (b) require Provider to remove the Solar Facility within one-hundred eighty (180) days at Provider’s sole cost and expense and restore the Site as required in Section 3.

B. County’s Early Termination Rights. County may, upon payment to Provider of the Termination Value without further penalty hereunder, terminate this Agreement. Within one-hundred eighty (180) calendar days of the notice of termination from County, Provider shall remove the Solar Facility and shall remediate and restore the Site to the condition preceding the installation of the Solar Facility as set forth in Section 3. Notwithstanding any provisions to the contrary, County is not obligated to pay the Termination Value in the event termination by County is due to the following circumstances: (i) termination for Provider’s default (Section 14); (ii) termination for Force Majeure; or (iii) County exercising the Purchase Option pursuant to Section 9.

11. Delivery; Risk of Loss; Relocation.

A. Output Specifications. Provider shall ensure that all energy generated by the Solar Facility conforms to Distribution Utility specifications for energy being generated and delivered to the Site electric distribution systems, which shall include the installation of proper power conditioning and safety equipment, submittal of necessary specifications, coordination of Distribution Utility testing and verification, and, subject to Section 4.B, all related costs.

B. Transfer of Output. Provider shall be responsible for the delivery of Output to the Delivery Point. Provider shall undertake all commercially reasonable efforts to assess the capacity of the Distribution Utility transformer(s) and conductor(s) prior to the Conditions Precedent Deadline. To the extent any subsequent upgrade to such facilities is required and not performed and funded by the Distribution Utility, Provider shall cause such upgrades to be completed at its sole cost and expense prior to the Commercial Operation Deadline, and the cost therefor shall be allocated as set forth in Section 4.F. Title and risk of loss of the Output shall pass from Provider to County upon delivery of the Output from the Delivery Points to County. To the extent applicable to the Solar Facility, prior to the start of construction of the Solar Facility, Provider shall use commercially reasonable efforts to assist County in County's selection of equipment installations on County's side of any Delivery Point.

C. Relocation. On or after the seventh (7th) anniversary of the Commercial Operation Date, County may, at its option, require that the Solar Facility be permanently relocated, either on an existing Site or to another site owned and operated by County, at a location with at least equal Insolation to the existing Site and reasonably acceptable to both Parties (the "Relocation Site"). County shall give Provider at least sixty (60) calendar Days' notice of County's need to move or relocate the Solar Facility and begin negotiations on the relocation site with sixty (60) calendar Days' notice. Upon agreement on a Relocation Site, the Parties will amend this Agreement to memorialize any changes required associated with the relocation of the Solar Facility, including the definition of "Site."

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

If an acceptable Relocation Site cannot be located, this Agreement shall terminate with respect to the Site, upon Provider's thirty (30) Days' written notice. In the event that an acceptable Relocation Site cannot be agreed upon, County shall pay Provider an amount equal to the Termination Value for the Site requiring termination. In the event of a termination occurring under this Section 11, following receipt of payment from County of the Termination Value, Provider shall remove the

Solar Facility and restore the Site in accordance with Section 3, at no additional cost to County.

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

E. Temporary Suspension by Provider. Provider shall have the right, upon written notice to County, to temporarily render the Solar Facility non-operational for up to forty-eight (48) hours per year without penalty or charge by County. If Provider renders any Solar Facility non-operational for a period in excess of forty-eight (48) hours, except in the case of (i) an Outage, (ii) a County-direct Outage or shutdown of the Solar Facility, (iii) Force Majeure, (iv) any shutdown of the Solar Facility to correct damage caused by theft, vandalism, or criminal activity not due to the acts of omissions of Provider (provided that Provider shall make all efforts to correct such damage in a timely manner), or (v) due to the acts of omissions of County or its contractor, agents or employees Provider shall pay to County a monthly payment (prorated as needed) equal to the difference between the cost to County of purchasing energy from the Distribution Utility during the Solar Facility's period of non-operation and the average monthly cost of power purchased under this Agreement for the preceding twelve (12) months, or for the entire period the Solar Facility have been in Commercial Operation if less than twelve (12) months, for the period of time during which the Solar Facility are non-operational.

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

G. Performance and Payment Bonds. Prior to commencing construction of the Solar Facility, Provider shall ensure that its contractors shall apply for and furnish County with separate payment and performance bonds for such work which shall cover one hundred percent (100%) faithful performance of and payment of all obligations arising under this Agreement and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the work. All bonds shall be provided by a corporate surety authorized and admitted to transact business in California. All bonds shall be submitted on forms subject to County's reasonable approval. To the extent available, the bonds shall provide that no change or alteration of the relevant documents, extensions of time, or modifications of the time or terms, will release the surety. If Provider's contractors fail to furnish the required bonds, County may, following

notice and a thirty (30) day opportunity to cure by Provider, terminate the Agreement for cause without resulting in any default of County and without penalty or liability for County.

H. No Alteration. Provider shall make no alteration to the Solar Facility after the Commercial Operation Date intended or reasonably anticipated to permanently increase the nameplate capacity or Output of the Solar Facility without express written approval by County. Notwithstanding the foregoing, Provider may alter the Solar Facility's nameplate capacity on a temporary basis when performing maintenance and repair activities provided that Provider returns the Solar Facility's nameplate capacity to that as of the Effective Date (subject to any adjustments mutually agreed upon by the Parties) upon the completion of such activities.

12. Metering.

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

B. Meter Testing. Provider shall arrange for all Meters to be tested once per year, at least three (3) months prior to the end of County's fiscal year, June 30th. The tests shall be conducted by independent third parties who are qualified to conduct such tests. Provider shall bear all costs and expenses associated with annual Meter testing. County shall be notified ten (10) Days in advance of such tests and shall have a right to be present during such tests. Provider shall provide County with the detailed results of all Meter tests.

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

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

County with the appropriate payment pursuant to Section 8 for the amount which County overpaid to Provider as a result of the Meter being outside of the established calibration range.

D. Meter Data. Provider shall gather and maintain the data from a Meter, including interval data registered at least once every fifteen (15) minutes (the “Meter Data”) and shall make such Meter Data available to County or maintain the Meter Data such that County can access the Meter Data remotely through a secure internet site or such other remote access as the Parties mutually agree to.

E. Meter Data Audit. County shall have the right to audit the Invoices and/or the Meter Data once per calendar year per Solar Facility. If the audit reveals that County has been overcharged by more than two percent (2%), Provider shall bear the cost of such audit, but in all other cases County shall bear the cost of such audit. If it is determined that the Meter was operating outside of its allowable calibration, the Parties shall also evaluate whether any adjustments to the amount of output will result in a Shortfall under the Output Guarantee.

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

13. Representations, Warranties and Covenants.

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

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

either Party, the Parties shall negotiate in good faith an amendment to this Agreement to preserve the benefits and rights of each Party in existence as of the Effective Date.

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

14. Default and Remedies.

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

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

- (1) such Party fails to timely pay any amount due;
- (2) such Party concedes in writing to its inability to pay its debts generally as they become due;
- (3) such Party files a petition seeking reorganization or arrangement under the federal bankruptcy laws or any other Applicable Law or statute of the United States of America or any state, city or territory thereof;
- (4) such Party makes an assignment for the benefit of creditors in connection with bankruptcy proceedings;
- (5) such Party consents to the appointment of a receiver of the whole or any substantial part of its assets;
- (6) such Party has a petition in bankruptcy filed against it, and such petition is not dismissed within sixty (60) Days after the filing thereof;
- (7) a court of competent jurisdiction enters an order, judgment, or decree appointing a receiver of the whole or any substantial part of such Party's assets, and such order, judgment or decree is not vacated or set aside or stayed within sixty (60) Days from the date of entry thereof;
- (8) under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the whole or any

substantial part of such Party's assets and such custody or control is not terminated or stayed within sixty (60) Days from the date of assumption of such custody or control;

- (9) such Party ceased its legal existence or ceases doing business or otherwise dissolves; or
- (10) any uncured default under the Lease.

C. Provider Remedies. If an Event of Default by County under Sections 14.A or 14.B has occurred and is continuing, then following the expiration of any applicable cure period, Provider may at its discretion: (i) suspend performance under this Agreement; (ii) seek specific performance from a court of appropriate jurisdiction; and/or (iii) terminate this Agreement, and as Provider's sole and exclusive remedy in connection with such termination (excluding any obligation of County to indemnify under Section 17), require County to pay to Provider as liquidated damages, and not as a penalty, the Termination Value for the Solar Facility, and any and all amounts then owed Provider for Output delivered to County as of the date of such termination pursuant to this Agreement. The Parties acknowledge and agree that the Termination Value is reasonable considering the damages that Provider would sustain if an Event of Default by County under Sections 14.A or 14.B occurs. The Parties have agreed upon and established the Termination Value because of the difficulty of ascertaining the exact amount of damages that Provider would sustain in such event and because otherwise obtaining an adequate remedy would be difficult or inconvenient. In the event of such termination, Provider shall remove the Solar Facility in accordance with Section 3, at Provider's sole cost and expense.

D. County Remedies. If an Event of Default by Provider under Sections 14.A or 14.B has occurred and is continuing, then following the expiration of any applicable cure period, County may at its discretion: (i) suspend performance under this Agreement; (ii) seek damages or specific performance from a court of appropriate jurisdiction; and/or (iii) terminate this Agreement. In the event that County terminates this Agreement pursuant to this Section 14, County may elect to either (a) purchase the Solar Facility in accordance with Section 9 as of the time of the Event of Default as County's sole and exclusive remedy (excluding any liquidated damages owed as of such date by Provider and excluding any obligation of Provider to indemnify under Section 17); or (b) require Provider to remove the Solar Facility within one-hundred eighty (180) Days at Provider's sole cost and expense and restore the Site as required in Section 3.

15. Dispute Resolution.

The Parties agree to make a good faith attempt to resolve any and all controversies, claims, disagreements, or disputes between the Parties arising out of or related to this Agreement ("Dispute"). In the event of any Dispute, either Party may give notice of the Dispute to the other Party. In the event a Party Disputes all or a portion of an invoice or other payment, the disputing Party shall timely pay any undisputed portion of such amount due. The Parties shall first use good faith, reasonable, diligent efforts to resolve the Dispute within ninety (90) Days from the date of such notice. If the Parties do not resolve their Dispute within ninety (90) Days of notice, then the Parties may, upon mutual agreement, submit to mediation before a mutually agreed upon mediator.

In the event the Dispute is not resolved through mediation, the Parties may pursue their legal rights through any other legally permissible means.

16. Taxes; Liens.

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

B. Liens. So long as County is not in breach of its payment obligations hereunder, Provider shall not directly or indirectly cause, create, incur, assume or suffer to exist any liens on or with respect to the Site or County's interest therein. If Provider breaches its obligations under this Section 16.B, it shall immediately notify County in writing, shall promptly cause such lien to be discharged and released of record without cost to County, and shall defend and indemnify County against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such lien.

17. Liability and Indemnity; Insurance.

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

If an Indemnified Party determines that it is entitled to defense and indemnification under this Section 17, such Indemnified Party shall promptly notify the Indemnifying Party in writing of the Indemnity Claim and provide all reasonably necessary or useful information and authority to settle and/or defend Indemnity Claim. Defense and indemnification provided by the Indemnifying Party

under this Section shall be provided with legal counsel reasonably agreed to by the Indemnified Party. No settlement that would impose costs or expense upon the Indemnified Party shall be made without such Party's written consent.

B. Insurance.

- (1) Provider Insurance. At all times during the Term, and any necessary extension thereof for removal of the Solar Facility from the Property, Provider and all sub-contractors, shall collectively obtain, maintain and keep in full force and effect the following insurance for coverage of all obligations and associated activities under this Agreement, including the use and occupancy of the Site, damage to County's facilities, and the construction, installation, operation, maintenance and repair of the Solar Facility, in the amounts, and with the conditions required, as set forth herein. Each policy required in subsections 17.B(1)b, 17.B(1)c, and 17.B(1)d below shall include an additional insured endorsement (must be provided by actual policy endorsement) in favor of County with an additional insured endorsement for both ongoing and completed operations as it pertains to subsection 17.B(1)b, and shall include an endorsement specifying that such coverage is primary and non-contributory as to any other coverage available to the additional insured. Provider shall, within thirty (30) Days of the Effective Date of this Agreement and annually thereafter or as requested by County, provide certificates of insurance and endorsements demonstrating compliance with the requirements of this Section 17. Provider shall obtain and maintain:
 - a. Workers' Compensation Insurance for Provider's employees to the extent of statutory limits and Occupational Disease and Employer's Liability Insurance for not less than One Million Dollars (\$1,000,000) per occurrence. County does not accept Self-Insured or Professional Employer Organization (PEO) Insurance Programs.
 - b. Commercial General Liability Insurance with a Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) aggregate limit of liability for Bodily Injury, Personal and Advertising Injury and Property Damage Liability, including coverage for Contractual Liability and Products and Completed Operations Liability. County does not accept Self-Insured Retention in excess of Fifty Thousand Dollars (\$50,000).
 - c. Automobile Liability Insurance with limits not less than: Bodily Injury coverage at Two Million Dollars (\$2,000,000) each accident, and Property Damage coverage at Two Million Dollars (\$2,000,000) each accident.
 - d. Excess Liability Insurance in an aggregate amount of not less than Five Million Dollars (\$5,000,000) providing greater limits of insurance to Provider's Employer's Liability, Commercial General Liability and Automobile Liability Insurance which also shall not be more restrictive than coverage provided by these policies.

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

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

C. **Waiver of Subrogation.** Provider shall cause each insurance policy obtained by them to include a waiver of subrogation or waiver of the transfer of rights of recovery against County by the insurer in connection with any damage covered by any policy of Provider. County reserves the right to request copies of any insurer endorsements that may be necessary to affect this waiver of subrogation. To the extent County does not self-insure, County shall cause each insurance policy obtained by it to include a waiver of subrogation or waiver of the transfer of rights of recovery against Provider by the insurer in connection with any damage covered by any policy of County.

D. Provider shall require and verify that all of its subcontractors maintain insurance meeting all of the requirements stated herein.

E. **Limitation of Liability.** EXCEPT WITH RESPECT TO COUNTY'S PAYMENT OF THE TERMINATION VALUE AS PROVIDED FOR HEREIN, PAYMENT OF ANY LIQUIDATED DAMAGES, INCLUDING ADMINISTRATIVE DELAY LIQUIDATED DAMAGES, AND/OR THE PARTIES' INDEMNIFICATION OBLIGATIONS UNDER SECTION 17.A, (i) NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY NATURE ARISING OUT OF A PARTY'S PERFORMANCE OR NON-PERFORMANCE HEREUNDER, EVEN IF ADVISED OF SAME, AND (ii) NEITHER PARTY'S AGGREGATE LIABILITY HEREUNDER, WHETHER ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, TORT (INCLUDING NEGLIGENCE) FRAUD, PRODUCT LIABILITY, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, SHALL EXCEED FOUR MILLION SEVEN HUNDRED FIFTY FOUR THOUSAND SIX HUNDRED AND EIGHTY NINE DOLLARS (\$4,754,689). THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY (A) IN THE CASE OF FRAUD OR WILLFUL MISCONDUCT BY A PARTY, (B) TO ANY AMOUNTS RECOVERED FROM AN INSURANCE POLICY, (C) TO PAYMENTS FOR ENERGY SHORTFALL AMOUNTS OR ANY PAYMENTS MADE BY PROVIDER ARISING UNDER SECTIONS 4.E, 6.E, OR 11.E.

18. [RESERVED]

19. Assignment; Cooperation with Financing.

A. **Assignment by Provider.** Except as expressly provided in this Agreement, Provider may not sell, transfer, or assign its rights under this Agreement or any right, interest, or

obligation therein (collectively, an “Assignment”), without the prior written consent of County, which consent may not be unreasonably withheld, conditioned or delayed, provided that any assignee possesses all required skills, knowledge, expertise, experience, and financial capacity and creditworthiness necessary to perform Provider’s obligations under this Agreement, and assumes in writing the obligations of Provider under this Agreement. Provider shall provide County with no less than sixty (60) Days’ notice of the request to transfer ownership of the Project or taking assignment of this Agreement. Said notice shall identify the party purchasing the Project or taking assignment of this Agreement and provide sufficient detail of the proposed owner for County to evaluate the new owner. Said notice shall also include the following details of the proposed owner: (i) experience with PPA’s and current portfolio; (ii) past two (2) years of financials; (iii) proof of insurance, meeting County’s requirements and naming County; (iv) confirmation of operations and maintenance provider and outline of operations and maintenance program if different from existing; and (v) details and example of annual report and invoicing; and confirmation that all terms under this Agreement and any related documents and agreements will be performed. Notwithstanding the foregoing, Provider may, without the prior written consent of County, (a) assign, mortgage, pledge or otherwise collaterally assign its interests in this Agreement to any Secured Party in connection with any financing for the ownership, acquisition, construction, operation or use of the Solar Facility as set forth in subsection 19.B, (b) assign this Agreement to an affiliate of Provider which is controlled by Provider or under common control with Provider or (c) assign this Agreement to any Person succeeding to all or substantially all of the assets of Provider. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees.

B. Collateral Assignment by Provider for Financing Purposes. In the event Provider assigns its rights as contemplated under Section 19.A under this Agreement as security in connection with any financing transaction entered into by Provider, Provider may mortgage or grant a security interest in this Agreement and the Solar Facility, provided that the grant of security is subordinate to the USDA lien and subject to the terms and conditions of the Lease and may collaterally assign this Agreement and the Solar Facility to any mortgagees or holders of security interests, including their successors or assigns (hereinafter collectively referred to as “Secured Parties”), provided that any such collateral assignment of this Agreement by Provider shall not release Provider from its obligations or liabilities under this Agreement. County agrees to not unreasonably withhold, condition or delay its compliance with any reasonable request that County execute any consent, estoppel agreement or other documents related to such financing transaction as may reasonably be required by such Secured Parties.

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

20. Confidentiality; Publicity.

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

B. Disclosure. Other than under the REC Reporting Rights and except as may be required by applicable law, including the California Public Records Act, or as otherwise identified above, neither Party shall make any disclosure of any designated confidential information related to this Agreement without the specific prior written approval from the other of the content to be disclosed and the form in which it is disclosed, except for such disclosures to the Parties' financing sources, creditors, beneficiaries, partners, members, officers, employees, agents, consultants, attorneys, accountants and exchange facilitators as may be necessary to permit each Party to perform its obligations hereunder and as required to comply with applicable laws or rules of any exchange upon which a Party's shares may be traded. Notwithstanding the foregoing, nothing contained herein shall be deemed to restrict or prohibit County from complying with applicable law regarding disclosure of information, including the California Public Records Act.

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

21. Legal Effect and Status of Agreement.

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

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

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

22. **Miscellaneous.**

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

B. Notices. Any notice required or permitted to be given in writing under this Agreement shall be mailed by certified mail, postage prepaid, return receipt requested, or sent by overnight courier service, or personally delivered to a representative of the receiving Party, or sent by facsimile or email (provided an identical notice is also sent simultaneously by mail, overnight courier, or personal delivery as otherwise provided in this Section 22.B). All such communications shall be mailed, sent or delivered, addressed to the Party for whom it is intended, at its address set forth below. A Party may change its address by providing written notice to the other Party in accordance with this Section 22.B.

If to County:

County of El Dorado
Attention: Chief Administrative Office
2850 Fairlane Court
Placerville, CA 95667
Phone: (530) 621-7596
Facsimile: (530) 295-2506
Email: russell.fackrell@edcgov.us

If to Provider:

REC Solar Commercial Corporation
Attention: Legal Department
3450 Broad Street Suite 105
San Luis Obispo, CA 93401
Phone: (844) 732-7652
Facsimile: (805) 416-1982
Email: legal@recsolar.com

C. Non-Waiver. The failure, delay or forbearance by either Party to exercise any of its rights or remedies under this Agreement or to provide written notice of any default to a defaulting Party, will not constitute a waiver of such rights or remedies. No Party will be deemed to have waived any right or remedy unless it has made such waiver specifically in writing. The waiver by either Party of any default or breach of any term, condition or provision

herein contained shall not be deemed to be a waiver of any subsequent breach of the same term, condition or provision, or any other term, condition or provision contained herein.

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

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

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

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

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

I. Choice of Law. This Agreement shall be construed in accordance with the laws of the State of California (without regard to its conflict of laws principles). The venue for any dispute arising out of or relating to this Agreement shall be in the California County in which the Solar Facility are located.

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

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

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

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

N. Further Assurances. Upon the receipt of a written request from a Party, each Party shall execute such additional documents, instruments, estoppels and assurances, and take such additional actions, as are reasonably necessary and desirable to carry out the terms and intent hereof, including an Interconnection Agreement. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section 22.N.


O. Entire Agreement. This Agreement and the exhibits hereto, and the documents referenced herein (including the Cost Reimbursement Agreement, and Lease Agreement) represent the full and complete agreement between the Parties hereto with respect to the subject matter contained herein and supersedes all prior written or oral agreements between said Parties with respect to said subject matter.

P. County Contract Administrator. County officer or employee with responsibility for administering this Agreement is Russ Fackrell, or any successor designated in writing by County..

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

COUNTY:

County of El Dorado

By: 
Name: Sue Novasel
Title: Chair, Board of Supervisors

PROVIDER:

REC Solar Commercial Corporation

By: 
Name: Matt Walz
Title: Chief Executive Officer

ATTEST:

James S. Mitrising
Clerk of the Board of Supervisors

By: 
Deputy Clerk

By: 
Name: Daniel Alcombright
Title: Senior Vice President, Officer

EXHIBIT A
Definitions

1. “ACH” means automated check handling.
2. “ADA” means the American with Disabilities Act.
3. “Administrative Delay Liquidated Damages” has the meaning set forth in Section 6.D.
4. “Agreement” means this Power Purchase Agreement.
5. “Annual Production Estimate” means, for each Solar Facility, the estimated energy production for a Contract Year as set forth in Exhibit F.
6. “API” means Application Program Interface as set forth in Exhibit G.
7. “Applicable Law” means, with respect to any person, any law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, holding, injunction, registration, license, guideline, Governmental Approval, consent or requirement of any Governmental Authority having jurisdiction over such person or its property, as any of the foregoing may be amended from time-to-time, and any corresponding provisions of any successor to the foregoing, together any rules or regulations promulgated under such successor.
8. “Assignment” means as defined in Section 19.A.
9. “Authorities Having Jurisdiction” shall mean the governmental organization, office or individual responsible for approving equipment, an installation or a procedure.
10. “CAL OSHA” means the California Occupational Safety and Health Administration.
11. “CEC” means the California Energy Commission.
12. “CEQA Approvals” has the meaning set forth in Exhibit G.
13. “CEQA” means the California Environmental Quality Act.
14. “COD Milestone” shall have the meaning set forth in the Cost Reimbursement Agreement.
15. “Construction Conditions Precedent” shall have that meaning as set forth in Section 6.A of the Agreement.
16. “Conditions Precedent Deadline” means the date that is no later than one-hundred ten (110) days after the Effective Date.
17. “Conditions Precedent Milestone” shall have the meaning set forth in the Cost Reimbursement Agreement.

18. “Contract Year” means a period of twelve (12) consecutive months (except in the case of the first Contract Year which may be longer) with the first Contract Year commencing on the Commercial Operation Date and each subsequent Contract Year commencing on the anniversary of the first day of the first month following the Commercial Operation Date.
19. “Commercial Operation” means that (a) the Project is operating and able to produce and deliver Energy to County pursuant to the terms of this Agreement; (b) Provider has received all local, state and federal permits and other approvals as may be required by Law for the construction, operation and maintenance of the Project, including approvals, if any, required under the California Environmental Quality Act for the Project Facility and related interconnection facilities.
20. “Commercial Operation Date” means the date on which Provider achieves Commercial Operation for the Project.
21. “Commercial Operation Deadline” shall have that meaning as set forth in Section 6.C of this Agreement.
22. “Commissioning Engineer” has the meaning set forth in Exhibit G.
23. “Contractor” shall have the meaning set forth in the Cost Reimbursement Agreement.
24. “County” shall have that meaning as set forth in the introductory paragraph.
25. “County Suspension Rate” means has the meaning set forth in Section 11.D.
26. “CPM” means Critical Path Method as referenced in Exhibit G.
27. “DAS” means Data Acquisition System as referenced in Exhibit G.
28. “Days” or “days” shall mean calendar days, unless otherwise specified.
29. “Delay Liquidated Damages” has the meaning set forth in Section 6.D.
30. “Delivery Point” means each energy delivery point within the Site’s electrical system on County’s side of the Site’s Distribution Utility meter, as designated in the applicable Distribution Utility Interconnection Agreement.
31. “Development Costs” has the meaning set forth in the Cost Reimbursement Agreement.
32. “Dispute” has the meaning set forth in Section 15.
33. “Distribution Utility” shall mean Pacific Gas and Electric, or any successor thereof.
34. “Distribution Utility Upgrades” shall mean that scope of work and associated costs that the Distribution Utility requires on the Distribution Utility side of the Distribution Utility meter in order for the Solar Facility to interconnect to the Distribution Utility system.
35. “Due Date” has the meaning set forth in Section 8.B.

36. “Effective Date” is March 19, 2019.
37. “EIN” means Employer Identification Number.
38. “Energy Shortfall Amount” means an amount equal to the product of: (i) the Output Guarantee Rate, multiplied by (ii) the difference between the delivered Output for such Measurement Period and the Output Guarantee for such Measurement Period.
39. “Energy Advisor” has the meaning set forth in the Cost Reimbursement Agreement.
40. “Engineers” has the meaning set forth in the Cost Reimbursement Agreement.
41. “Environmental Financial Incentives” means each of the following financial rebates and incentives that is in effect as of the Effective Date (1) investment tax credits associated with the development, construction, ownership or operation of the Solar Facility, accelerated depreciation, and other financial incentives in the form of credits, reductions or allowances associated with the Solar Facility or the Green Attributes that may be applied to reduce any state or federal income taxation obligation, the right to claim federal income tax credits under Sections 45 or 48 of the Internal Revenue Code or any state tax law or income tax deductions with respect to the Solar Facility under the Internal Revenue Code or any state tax law. Environmental Financial Incentives do not include Green Attributes.
42. “Excusable Delay” has the meaning set forth in Section 6.E.
43. “Event of Default” has the meaning set forth in Section 14.B.
44. “Expiration Date” means the last day of the month that follows the twenty-fifth (25th) annual anniversary of the Commercial Operation Date.
45. “Fair Market Value” has the meaning set forth in Section 9.B.
46. “Force Majeure” shall mean any event or circumstances that prevent a Party from performing its obligations hereunder, that are beyond the reasonable control of, and without the fault or negligence of the Party claiming Force Majeure. It shall include, without limitation: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued); unavailability of electricity from the utility grid, equipment, supplies or products (but not to the extent that any such unavailability of any of the foregoing results from the failure of the Party claiming Force Majeure to have exercised reasonable diligence); and failure of equipment not utilized by or under the control of the Party claiming Force Majeure. Notwithstanding anything to the contrary, due to the constitutional limitations on County, a Force Majeure event shall include a “budget non-appropriation event” in which

County's appropriation for any year covered in this Agreement does not appropriate funds for the procurement of any utility services for Provider. During the continuation of a budget non-appropriation event as defined above, if County does not otherwise have other funds available to make payments otherwise due on this Agreement, County shall not be obligated to pay for (and Provider shall not be required to deliver) any services provided under this Agreement until the budget non-appropriation event has terminated. County agrees that it shall use its best efforts to seek appropriation for services during the term of this Agreement. If a budget non-appropriation event continues for more than 180 days, Provider (but not County) may terminate this Agreement.

47. "Generation Meter(s)" has the meaning set forth in Section 12.A.
48. "Governmental Approvals" shall mean any notices to, reports or other filings to be made with, or any consents, registrations, permits or authorizations to be obtained from, any Governmental Authority.
49. "Governmental Authority" shall mean the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national body exercising such powers or functions, such as the European Union or the European Central Bank).
50. "Green Attributes" shall mean any and all credits, benefits, emissions reductions, offsets and allowances, howsoever entitled, attributable to the generation of Output from the Solar Facility, and its displacement of conventional energy generation, that is in effect as of the Effective Date or may come into effect in the future. Green Attributes include but are not limited to Renewable Energy Certificates, as well as: (1) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; and (3) the reporting rights to these avoided emissions, such as REC Reporting Rights. Green Attributes do not include (i) any energy, capacity, reliability or other power attributes from the Solar Facility, (ii) Environmental Financial Incentives, (iii) fuel-related subsidies or "tipping fees" that may be paid to Provider 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 Solar Facility for compliance with local, state or federal operating and/or air quality permits.
51. "Incurred Costs" has the meaning set forth in the Cost Reimbursement Agreement.
52. "Indemnified Party" has the meaning set forth in Section 17.A.

53. “Indemnifying Party” has the meaning set forth in Section 17.A.
54. “Indemnity Claims” has the meaning set forth in Section 17.A.
55. “Initial Term” has the meaning set forth in Section 2.A.
56. “Insolation” has the meaning set forth in Section 13.B.
57. “Interconnection Agreement” means an agreement entered into by and between County and the Distribution Utility which agreement shall provide for (i) each Solar Facility to be interconnected with the Distribution Utility’s electricity distribution system, (ii) for energy to flow from each Solar Facility to such system and (iii) for energy to flow from such system to the Site, as applicable, under the provisions of all applicable Distribution Utility’s tariffs.
58. “Interconnection Costs” shall have the meaning set forth in the Cost Reimbursement Agreement.
59. “Internal Revenue Code” shall mean the Internal Revenue Code of 1986, as amended
60. “kWac” means kilowatt alternating current.
61. “kWdc” means kilowatt direct current.
62. “kWhac” means kilowatt-hour alternating current.
63. “Labor Code” means the California Labor Code.
64. “Lease” means the Lease Agreement to be entered into by and between the Parties with respect to the Solar Facility.
65. “Maximum Interconnection Cost” has the meaning set forth in the Cost Reimbursement Agreement.
66. “Measurement Period” shall have the meaning set forth in Section 4.B.
67. “Meter Data” shall have the meaning set forth in Section 12.D.
68. “NEM” means Net Energy Metering as referenced in Exhibit G.
69. “NGOM” means Net Generation Output Meter as referenced in Exhibit G.
70. “Notice to Proceed” means as defined in Section 6.B.
71. “NTP Milestone” shall have the meaning set forth in the Cost Reimbursement Agreement.
72. “O&M” means Operations and Maintenance.

73. “OSHA” means the California Occupational Safety and Health Administration.
74. “Outage” has the meaning set forth in Section 4.E.
75. “Output” means: the total quantity of all actual electrical power generated by the Solar Facility as measured by a Meter at the Delivery Point measured in kWhac. Output does not include the Green Attributes, Environmental Financial Incentives, RECs or REC Reporting Rights.
76. “Output Guarantee” has the meaning set forth in Section 4.B.
77. “Output Guarantee Rate” means as defined in Exhibit F.
78. “Parallel Energy Services” means receiving electricity from the Distribution Utility at the same time as receiving electricity from the Solar Facility.
79. “Party,” or “Parties” has the meaning set forth in the Recitals.
80. “PDP” means Performance Data Provider as described in Exhibit G.
81. “PEO” means Professional Employer Organization.
82. “PMRS” means Performance Monitoring and Reporting Service as described in Exhibit G.
83. “Permission to Operate” and “PTO” has the meaning set forth in Exhibit G.
84. “Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, trustee, estate, limited liability company, unincorporated organization, real estate investment trust, government or any agency or political subdivision thereof, or any other form of entity.
85. “Power Price” shall mean the per kWhac rate(s) as set forth on Exhibit B.
86. “PPA” means this Power Purchase Agreement.
87. “Project” shall have that meaning as set forth in the Recitals of this Agreement.
88. “Provider” means REC Solar Commercial Corporation.
89. “Punch List” means the punch list to have been agreed upon by and between County and Provider as conditions to the achievement of final completion for the Solar Facility, which items shall include reasonable and customary Site clean-up and demobilization requirements, as well as any final administrative or contractual matters, such as the execution and delivery of final lien waivers.
90. “Purchase Option” has the meaning set forth in Section 9.A.

91. “RECs” or “Renewable Energy Certificates” means renewable energy certificates related to and representing Green Attributes (also known as green tags, renewable energy credits, or tradable renewable certificates), which are tradable environmental commodities in the United States and represent one (1) megawatt-hour (MWh) of electricity generated from an eligible renewable energy resource. These certificates can be sold and traded and the owner of the REC can claim to have purchased renewable energy.
92. “REC Reporting Rights” shall mean the right of a REC purchaser to report the ownership of accumulated RECs in compliance with federal or state law, if applicable, and to a federal or state agency or any other Party at the REC purchaser’s discretion, and include without limitation those REC Reporting Rights accruing under Section 1605(b) of the Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program.
93. “Relocation Site” has the meaning set forth in Section 11.C.
94. “Renewal Term” has the meaning set forth in Section 2.A.
95. “SAID” means Service Account Identification as referenced in Exhibit G.
96. “Secured Parties” has the meaning set forth in Section 19.B.
97. “Site” means the portion of County’s real property on which a Solar Facility is to be located pursuant to this Agreement. See Exhibit E for additional details.
98. “Site Improvement Costs” has the meaning set forth in the Cost Reimbursement Agreement.
99. “Solar Facility” means the solar photovoltaic generation plant, together with all necessary inverters, ancillary plant and equipment with a target installation size expressed in kWdc and kWac, to be installed at the Site. For the avoidance of doubt, the Solar Facility excludes any underground conduits, equipment, and improvements installed by County or its contractors, as well as lighting to be installed at the Solar Facility.
100. “SWPPP” means Storm Water Pollution Prevention Plan as referenced in Exhibit G.
101. “Term” or “the Term” has the meaning set forth in Section 2.A.
102. “Termination Value” shall equal the product of (i) the capacity in Watts DC of the system at the Site and (ii) the value per Watt due in a year or, at any point within such year, as set forth in Exhibit C.
103. “USDA” means United States of America, acting through the Rural Housing Service the lessor under that certain “Site Lease” as defined in the Lease.
104. “WREGIS” means Western Renewable Energy Generation Information System.

The following rules of interpretation shall apply:

1. the words “herein,” “hereunder” and “hereof” refer to the provisions of this Agreement and references to a “Section,” “Article,” or “Exhibit” shall mean a Section, Article or Exhibit of this Agreement, as the case may be, unless in any such case the context requires otherwise;
2. references to this Agreement, or any other agreement or instrument, includes any schedule, exhibit, annex or other attachment hereto or thereto;
3. a reference to this Agreement, any other agreement or instrument or any provision of any of them, includes any amendment, restatement or replacement of this Agreement or such other agreement, instrument or provision, as the case may be;
4. the singular includes the plural and vice versa;
5. a reference to a Person includes a reference to the Person’s successors, substitutes (including Persons taking by novation) and permitted assigns;
6. “including” means “including, but not limited to,” and other forms of the verb “to include” are to be interpreted similarly;
7. the term “or” is not exclusive; and
8. relative to a determination of a period of time, “from” means “from and including” and “to” means “to but excluding”.

EXHIBIT B
Site Power Price Chart

SITE - Public Safety Facility RES-BCT

Contract Period, Months	Contract Year	Power Price		Annual Production Estimate (kWh)
1-12	1	\$0.12247	/kWhac	3,141,600
13-24	2	\$0.12247	/kWhac	3,125,892
25-36	3	\$0.12247	/kWhac	3,110,263
37-48	4	\$0.12247	/kWhac	3,094,711
49-60	5	\$0.12247	/kWhac	3,079,238
61-72	6	\$0.12247	/kWhac	3,063,841
73-84	7	\$0.12247	/kWhac	3,048,522
85-96	8	\$0.12247	/kWhac	3,033,280
97-108	9	\$0.12247	/kWhac	3,018,113
109-120	10	\$0.12247	/kWhac	3,003,023
121-132	11	\$0.12247	/kWhac	2,988,008
133-144	12	\$0.12247	/kWhac	2,973,068
145-156	13	\$0.12247	/kWhac	2,958,202
157-168	14	\$0.12247	/kWhac	2,943,411
169-180	15	\$0.12247	/kWhac	2,928,694
181-192	16	\$0.12247	/kWhac	2,914,051
193-204	17	\$0.12247	/kWhac	2,899,480
205-216	18	\$0.12247	/kWhac	2,884,983
217-228	19	\$0.12247	/kWhac	2,870,558
229-240	20	\$0.12247	/kWhac	2,856,205
241-252	21	\$0.12247	/kWhac	2,841,924
253-264	22	\$0.12247	/kWhac	2,827,715
265-276	23	\$0.12247	/kWhac	2,813,576
277-288	24	\$0.12247	/kWhac	2,799,508
289-300	25	\$0.12247	/kWhac	2,785,511

EXHIBIT C
Termination Values

SITE - Public Safety Facility RES-BCT

Contract Period, Months	Contract Year	Termination Value per Watt
1-12	1	\$3.6599
13-24	2	\$2.6815
25-36	3	\$2.4854
37-48	4	\$2.2814
49-60	5	\$2.0712
61-72	6	\$1.8553
73-84	7	\$1.7941
85-96	8	\$1.7301
97-108	9	\$1.6632
109-120	10	\$1.5935
121-132	11	\$1.5202
133-144	12	\$1.4517
145-156	13	\$1.3797
157-168	14	\$1.3047
169-180	15	\$1.2258
181-192	16	\$1.1430
193-204	17	\$1.0562
205-216	18	\$0.9653
217-228	19	\$0.8695
229-240	20	\$0.7689
241-252	21	\$0.6630
253-264	22	\$0.5435
265-276	23	\$0.4176
277-288	24	\$0.2848
289-300	25	\$0.2539

EXHIBIT D
Site Purchase Option Price

SITE - Public Safety Facility RES-BCT

Purchase Option Price:	
End of Year 6:	\$ 3,235,345.74
End of Year 10:	\$ 2,895,160.57
End of Year 15:	\$ 2,261,137.74
End of Year 20:	\$ 1,444,983.55
End of Year 25:	FMV

EXHIBIT E
Description of Solar Facility

The Public Safety Facility is located at 200 Industrial Drive Placerville, CA 95667. The RES-BCT site is located on the North East of the property with ground mounted solar as well as four carport structures located in the South secured parking lot. The Solar Facility size 1,878 kWdc.

EXHIBIT F
Output Guarantee Rate

SITE - Public Safety Facility RES-BCT

Guarantee Period	Contract Years	Estimated Period Production (kWhr) *	Guaranteed Production (kWhr) *	Output Guarantee Rate (\$/kWh)
1	1-3	9,377,755	8,908,867	\$0.02689
2	4-6	9,237,790	8,775,901	\$0.02689
3	7-9	9,099,915	8,644,919	\$0.02689
4	10-12	8,964,098	8,515,893	\$0.02689
5	13-15	8,830,308	8,388,792	\$0.02689
6	16-18	8,698,514	8,263,588	\$0.02689
7	19-21	8,568,688	8,140,253	\$0.02689
8	22-23	5,641,291	5,359,226	\$0.02689
9	24-25	5,585,019	5,305,768	\$0.02689

* Period Production includes .5% annual degradation.

EXHIBIT G
General Conditions and Technical Specifications

[ATTACHED BEHIND THIS COVER PAGE]

EXHIBIT G
GENERAL CONDITIONS AND TECHNICAL SPECIFICATIONS

This EXHIBIT G is a summary of the scope of work and is not all inclusive of terms and conditions of the Agreement. To the extent any of the provisions of this Exhibit G conflict with those in the Agreement, the provisions of the PPA shall apply. Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

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

1. PROJECT OVERVIEW.

As set forth in detail below, Provider shall be responsible for supplying, at Provider's sole cost, all expertise, labor and materials necessary to construct, install and commission and operate the Solar Facility, including: planning, permitting, designing, engineering, procuring, delivering, installing, constructing, interconnecting, commissioning and operating as well as providing warranties and maintenance. Access to the Site of the Solar Facility shall be subject to the terms of the License and approval of County.

Provider is generally responsible for the following activities: (a) project management including design, engineering, submittals, construction, interconnection, commissioning and Distribution Utility sign off; (b) procurement of all materials and equipment; (c) design and engineering including civil, structural, electrical, seismic and wind loading requirements and fire protection requirements; (d) permitting and environmental compliance with the current version of all applicable codes and standards; (e) Distribution Utility interconnection requirements compliance; (f) site preparations including grubbing, clearing, grading, roads, dust control, drainage requirements, construction wastewater and storm water disposal, removing excess debris; (g) meters, monitoring, Data Acquisition System ("DAS"), and weather station; (h) production analysis and performance guarantee; (i) conformance to manufacturers' installation requirements and warranty terms; (j) acceptance testing, commissioning, interconnection signoff and Permission to Operate ("PTO") by the Distribution Utility; (k) construction closeout including punch list, as-built drawings/documents package, PV module washing, and site cleanup; (l) operation and maintenance for the term of the PPA; (m) Site security requirements; and (n) safety plans and measures per County approval. In addition to these general responsibilities, Provider shall be responsible for all additional requirements as set forth in the PPA and all Exhibits, including this Exhibit G – General Conditions and Technical Specifications.

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

2. GENERAL REQUIREMENTS.

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

2.2 County's Project Objectives. County requires that Provider perform each of the following in accordance with the Agreement:

- A. Ensure that construction activities and Project installation and operation are performed safely, comply with all applicable law, and do not result in any adverse effect on County staff, surrounding persons and property, existing facilities, local power quality, local data

systems or daily operations at the Site throughout the life cycle of the installation. Manage construction and operation activities so that they minimally disrupt the operations at the Site.

- B. Create a definitive scope of work and project schedule for the project, and manage the entire project including contracts, design, engineering, permitting, approvals, procurement, pre-construction, Distribution Utility interconnection, installation, testing, commissioning, performance validation, and on-going maintenance and operation per the scope of work and project schedule.
- C. Design Solar Facility to obtain maximum projected net savings and cash flow over the term of the PPA using proven technology that complies with the terms and conditions of the PPA as well as compliance to all relevant codes and regulations.
- D. Implement Solar Facility sized in compliance with the Distribution Utility's applicable rate structure for the Site and in compliance with all Distribution Utility requirements applicable to the Project.
- E. Meet Project and financial incentive submittals and completion deadlines. Effectively manage the schedule and coordinate construction activities around County's other construction projects where applicable.
- F. Ensure that all Project design and construction activities are coordinated with existing County facility operations and/or construction activities and are in compliance with County's work rules, safety requirements, and specifications at all times.

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

Unless otherwise stated in the Agreement Documents and subject to change by County, the Parties shall meet bi-weekly during the design phase of the Project and weekly during the construction phase of the Project to, among other things, review work performed to date and to be performed. At the request of County, Provider shall ensure that the Distribution Utility attends meetings as required to provide updates. Provider shall organize the meeting, prepare, and distribute meeting notes. Meeting minutes shall be based on the template in Attachment D, and shall include a three (3) week look-ahead schedule, RFI log, Change Order log and Submittal Log with two (2) week look-ahead priority list(s). Meeting notes shall be updated during the meeting and distributed at the end of the meeting and County shall have five (5) business days after County's receipt of such minutes to object to them in writing and provide corrections in writing. A quorum of meeting attendees will be named at the first meeting. The named quorum shall be in attendance in all Project meetings. A pre-construction meeting shall be held prior to any work being performed on the site with all required parties.

2.4 Solar Facility Sizing. It is the sole responsibility of Provider to ensure that the sizing of the total installed system capacity per t Site (kW DC / kW AC) achieves the Annual Production Estimate per Solar Facility. The total installed system capacity per Site shall not increase or decrease the Annual Production Estimate by more than two and a half percent (2.5%) without prior written approval of County.

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

2.6 Physical Site Investigation & Project Feasibility Assessment. Provider shall read and become knowledgeable with all documentation concerning the Site included in the RFP package, and visit the Project Site to assess its conditions and logistics, including all Distribution Utility interconnection related requirements. Provider shall conduct feasibility and configuration assessments, environmental assessments, and all other inspections of the Site to determine that the Site can support the installation and interconnection of the Solar Facility. Provider must visit the Site to ascertain site conditions, accuracy of provided drawings and feasibility of design.

Provider shall ensure the existing Site's electrical distribution equipment including the main switchboard and Distribution Utility transformer will support the interconnection of each Solar Facility. Provider shall confirm that each Solar Facility is interconnected to the correct meter at the Site by validating the meter and service account identification numbers ("SAID") with the Distribution Utility.

Subject to the provisions of Section 4.G of the PPA, Provider shall be solely responsible for ensuring the existing Site's electrical distribution equipment, including the main switchboard and Distribution Utility transformer, will support the interconnection of the Solar Facility. Provider is responsible for all scope, costs and designs relating to upgrades to the existing electrical system required to accommodate the Solar Facility installation and interconnection. Provider shall confirm that the Solar Facility is interconnected to the correct meter at the Facility Site by validating the meter and service account identification numbers with the Distribution Utility.

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

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

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

These reports must be obtained as needed to complete the Work. Although County may provide historical information regarding the Site, County makes no representation as to the accuracy of the information about the Site provided in the RFP package or otherwise, including data, drawings and reports developed by third parties. Provider shall rely solely on its own due diligence to discover and confirm existing conditions at the Site. Provider shall report any discovered and previously unknown site conditions of a substantial nature.

2.7 Permitting, Codes, Regulatory Compliance. Provider shall obtain, oversee and adhere to all required permissions for Project construction and operation by obtaining approvals from all Governmental Authorities having jurisdiction over the Project, including, but not limited to: the permitting agency, the Distribution Utility, incentive authorities, the California Energy Commission (“CEC”), fire safety, California Occupational Safety and Health Administration (“CAL OSHA”), right-of-way permits, easement agreements and other codes and best practices except for CEQA Approvals (defined below), which County shall be solely responsible for the procuring and obtaining (at County’s sole cost), provided Provider will provide assistance therewith. Specifically, Provider shall obtain and submit all documents to achieve and maintain permission to operate with all required Governmental Authorities. In addition to stamped and approved plans, Provider shall provide County installation compliance confirmation letters from all authorities having jurisdiction within five (5) days of receipt. “CEQA Approvals” is defined as compliance with CEQA in connection with or related to the work and/or Project and the Site, including filing any and all required documents, performing any studies, obtaining any and all relevant environmental approvals, any amendments or supplements thereto.

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

2.9 Construction. Provider shall conduct all construction and construction management work per the Project scope, schedule and per the requirements of this Agreement. Any proposed changes that represent a deviation from scope or schedule must immediately be brought to County’s attention for review. All work must be performed and supervised by skilled workers trained and experienced in the installation of photovoltaic solar systems in accordance with equipment manufacturers’ installation requirements. Provider shall effectively manage the schedule and coordinate construction activities around County’s other construction projects where applicable.

2.10 Commissioning. Provider shall conduct all activities required for proper testing and commissioning of the Solar Facility and any related installations/systems. Commissioning will include testing for all systems to ensure proper operations per the design standards and testing parameters and required to verify that the system is functioning as expected within acceptable parameters and as designed at a nameplate capacity and first (1st) year of operation production capacity adjusted for actual weather conditions consistent with the requirements of the Agreement. Provider shall manage all necessary final inspections with all Governmental Authorities having jurisdiction over the Project, the Distribution Utility, County representatives, and any other required inspectors. Provider shall also be responsible for completing the Commissioning Schedule template in Attachment F and submitting it to County’s representative for review and approval. Provider will notify County no less than five (5) days prior to the commencement of testing and County and / or its representative will have the right to observe all such

tests. As part of the commissioning activities, Provider must confirm that no negative impacts are experienced by existing facilities that connect or interface with the new installations and systems.

2.11 Distribution Utility Interconnection. Provider is responsible for coordinating and implementing all requirements related to the interconnection of the Solar Facility with the Distribution Utility, which shall include Distribution Utility provided and installed facilities and County provided and installed facilities, at Provider's sole cost and expense. Provider will coordinate with the Distribution Utility and County to meet all of the milestones for the Project required by any Interconnection Agreement. Provider is responsible for compliance with all milestones, including payment milestones to the Distribution Utility for design and installation services provided by the Distribution Utility. Provider shall be responsible for obtaining written Permission to Operate for the Solar Facility from the Distribution Utility, and activate the system to begin generating power in compliance with this Agreement. In addition, Provider shall be responsible for all on-going terms, obligations and costs described in the Interconnection Agreement, and any other necessary permit signoffs from any Governmental Authorities having jurisdiction over the Project, to operate the Solar Facility in parallel with the Distribution Utility grid.

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

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

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

- ACI – American Concrete Institute

- AISC – American Institute of Steel Construction
- ANSI – American National Standards Institute.
- ASCE – American Society of Civil Engineers
- ASME – American Society of Mechanical Engineers
- ASTM – American Society for Testing and Materials
- CAL OSHA – California /Occupational Safety and Health Administration
- Caltrans – California Department of Transportation
- CBC – California Building Code
- ETL – Electrical Testing Laboratories.
- IEEE – Institute of Electrical and Electronic Engineers
- ICEA – Insulated Cable Engineer’s Association.
- IAEI – International Association of Electrical Inspectors.
- IPMVP – International Performance Measurements and Verification Protocol.
- NFPA – 101-National Fire Protection Association. (Life Safety Code)
- NEMA – National Electrical Manufacturers Association.
- NESC – National Electrical Safety Code.
- NETA – National Electrical Testing Association.
- NEC – National Electrical Code
- UL – Underwriters Laboratories
- CEC – California Electrical Code
- Distribution Utility Manuals and Standards

3.2 **General Requirements.**

3.2.1 Licensing.

- (a) In all cases, engineers are to be properly licensed by the State of California.
- (b) Electrical, civil, geotechnical, structural and other engineering designs and reports are to be stamped and signed by a licensed engineer.

3.2.2 Orientation and Shading.

- (a) Project will have a minimum shade free window between the hours of 10am and 4pm (solar time) on the winter solstice.
- (b) Orientation of the array shall be optimized for maximum financial benefit but in all cases with an azimuth between one-hundred eighty (180) and two-hundred seventy (270) degrees unless otherwise explicitly approved by County in writing.
- (c) Provider shall provide a PVSyst report at every stage of the design that shows that the System design and installation will meet the Annual Production Estimate.
- (d) Inverters shall not be placed in locations subject to exposure to direct sunlight between the hours of 10am to 4pm. Where inverters must be placed in locations that would otherwise be subject to direct exposure to sunlight during this window of time, they shall be provided with shade coverings or otherwise protected from continuous exposure to the sun.

3.2.3 Site and General System Requirements.

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

(b) Ground mounted PV arrays shall be designed such that a service truck is able to access the equipment as needed for maintenance.

(c) All roads shall be designed and installed for all weather access. Provider shall construct and maintain a stabilized access on to the RES-BCT site from the PSF driveway in compliance with County codes. This includes street sweeping as needed.

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

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

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

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

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

(i) Ground mounted PV arrays shall be fenced in accordance with the NEC, NESC and requirements of the Governmental Authority and shall include provisions for at least one locking gate. Fencing around ground mount installations shall provide for a sixteen (16') foot wide clearance to the PV modules to allow for vehicular access and limit shading impact on the system. Any additional gate requirements for emergency vehicles or county access to the detention pond shall be mutually agreed upon in the design phase.

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

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

(l) Equipment pads shall be provided with two (2) 120VAC, 20A GFCI receptacles.

(m) If County determines it is required, break-away or other theft-deterrent security fasteners in stainless steel shall be used to fasten modules to ground mount arrays. The recommended fastener type shall be submitted with the Engineering Design Package.

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

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

(p) Lighting requirements for the solar array locations shall be determined by Provider but must be approved by County during design and any lighting locations and fixture specifications shall be mutually agreed to. For the avoidance of doubt, Provider is responsible for all lighting design, above ground conduits, wiring, and fixtures to install under canopy lighting in compliance with the Facility requirements. County shall provide and install underground lighting wire and conduit.

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

3.2.4 Wiring.

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

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

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

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

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

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

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

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

(i) All above ground conduit shall be rigid aluminum.

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

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

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

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

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

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

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

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

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

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

3.2.5 Electrical Tie-In.

(a) The Generation Meter shall be identified on the preliminary and final drawings and shall be located within close proximity to the Delivery Point and in any case on the Distribution Utility side of all Provider's transformers and all other major electrical losses within the solar facility.

(b) A Net Generation Output Meter ("NGOM") shall be provided for each new Net Energy Metering ("NEM") Solar Facility.

3.2.6 Structural.

(a) Equipment pads shall be a minimum of six inches (6") of concrete reinforced at twelve inches (12") intervals with #5 rebar unless otherwise directed by the structural engineer. Equipment pad layouts shall include adequate spacing to accommodate maintenance activities for all

equipment. A housekeeping pad elevated three inches (3”) above the remaining pad surface will also be required.

(b) Structural engineers are to specify grade of steel used in all support structures. Mill certifications showing the identification of the steel to be used on the Project and the quality thereof shall be provided to County. Mill certifications shall be checked by Provider prior to accepting delivery of any steel.

(c) Where enclosures will be mounted vertically to array structural posts or other supports, two (2) feet minimum ground clearance and appropriate working clearances as required per NEC shall be maintained. In no case shall equipment locations create shade on the array between the hours of 10am-3pm on December 21.

(d) Structural engineers shall determine code requirements for seismic, wind and snow design loads and the Project shall be designed and installed in accordance with the latest edition of all applicable codes and standards.

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

Preliminary and 50% Engineering Design Packages shall at a minimum contain the following information:

- Drawings depicting at a minimum:
 - overall system layout
 - the tilt and azimuth for all arrays
 - the location and sizing of all PV arrays
 - the location of all major equipment including inverters, transformers, disconnects, batteries, meters.
- Product data sheets and copies of manufacturers’ warranties for all major pieces of equipment.
- Completed Site Assessment Table in native and PDF formats.
- PVSyst production modeling report in PDF format and 8760 output file in MS Excel format. The production model report and 8760 output files must be in the same format and use the same assumptions as those used to finance the project.

All other Engineering Design Package submittals shall at a minimum contain the following information:

- A full set of drawings
- All required drawings, assessments, and reports, signed and stamped by the Engineer of Record.
- Full details of the mounting system design including snow, wind and seismic considerations and calculations as required.

- Production models for the Site in both PDF and Microsoft Excel 8760 formats. The production model shall use the same assumptions, be in the same format and use the same modeling software for each revision unless otherwise agreed to by County.
- Product data sheets and copies of manufacturers' warranties for all major pieces of equipment.
- Completed Site Assessment Table in native and PDF formats.
- Microsoft Project or equivalent construction schedule (providing Gantt chart output) showing milestones, equipment order and delivery dates, and staffing requirements. Specific milestones such as conduit installation completion, material arrival dates, Interconnection date, and commissioning timeline, shall be highlighted.
- A list of those changes made from the original proposal with the reasons therefor.

In addition, a complete Project Execution Plan for the Site shall be provided to County for review which shall at a minimum address the following:

- Material storage location
- Lay-down and layout yard location
- Site office location
- Access and mobilization
- Equipment locations and traffic control
- Method of installation
- Human resources and staffing
- Communications
- Anticipated project risks

This plan shall be reviewed and approved by County prior to any work being performed on the Site.

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

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

3.4.1 Format.

(a) Any changes in the Engineering Design Packages from one County submittal to the next shall be clouded.

(b) Redlines shall be maintained on a not more-than-weekly basis. As-built drawings shall be completed in a reasonable amount of time following the Governmental Authority final inspection and sign off.

3.4.2 Content. All drawings shall at a minimum include the site address, County logo and project name in the title block. At a minimum all Drawing submittals shall include the following:

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

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

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

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

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

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

(d) **Grounding system design including connection points and conductor size.** All electrical equipment shall be depicted, including their capacity/rating, manufacturer, part number, quantity and reference designator where applicable. Examples of equipment shall include but not be limited to the following:

- PV Modules
- Inverters
- Combiner Boxes
- Wire (gauges and quantity)
- Transformers
- Switchgear
- DC & AC Disconnects
- Overcurrent protection
- Data Acquisition System (DAS)
- Main Switchboard
- Meters
- Distribution Panels
- MET (Meteorological) Stations

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

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

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

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

4.2 Factory Testing. Any equipment that is required to be factory tested by an applicable standard shall be accompanied by the results of those factory tests, and further those results will be submitted to County as part of the Final Binder.

4.3 Acceptance and Care. Equipment shall be stored, handled and installed in accordance with manufacturer's requirements. Material received shall be identified by serial number, a report prepared and that report including make, model and serial numbers of the material and equipment received (if applicable) shall be forwarded to County within ten (10) days of the equipment being received.

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

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

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

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

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

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

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

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

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

Approved PV Modules.

[TO BE ADDED by Provider prior to Construction Precedent Deadline]

Approved PV Module Manufacturers: REC Group, Trina, or LG Electronics or equivalent

County's General Guidelines for PV modules.

- Thin-film, concentrating PV, etc. PV technologies are not accepted by County.
- All PV modules must be included on any required rebate-related approved module list as well as on the California Energy Commission's (CEC's) List of Eligible Photovoltaic Modules.
- All PV modules must have anti-reflective (AR) glass surfaces.
- All PV modules used on the Project shall include a minimum twenty-five (25) year linear power output warranty and a minimum ten (10) year product warranty.
- All array layouts, PV module related submittals, and PV module data sheets must include cell and module efficiency ratings, and define the guaranteed production degradation over the warranted life of the module.
- Provider will provide flash test data for all PV modules to County in MS Excel format upon procurement of PV modules. County, at its sole discretion, may randomly select up to fifty (50) PV modules for delivery to a third-party for quality verification testing. The costs of such verification testing shall be the responsibility of County.

Approved Inverter Hardware. Central and string level inverters up to 1500VDC are allowed where in compliance with the National Electrical Code. Micro-inverters are not allowed. All inverters must be included on any required rebate-related approved inverter list as well as on the California Energy Commission's List of Eligible Inverters. Inverters must meet all Distribution Utility requirements. All inverters must have a minimum twenty (20) year warranty.

Approved Inverter Manufacturer: Solectria Renewables or Chint Power Systems.

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

Approved Mounting Hardware.

Structural columns and beams shall be painted steel with a color code provided by County to match approved County colors. Purlins shall be G90 galvanized steel. If deemed required, Provider shall conduct topographic survey to ensure structural column heights are designed such that in a Site with multiple structures the beams are installed in the same horizontal plane. Proposed shade structures shall be DSA Pre-Checked solar shade structures where appropriate. Weep holes on steel canopy structures will be closed or filled.

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

Approved Mounting Hardware Manufacturer: MBL, RBI Solar, SolComponents or equivalent

Approved Data Acquisition System ("DAS"): Green Power Monitoring or equivalent

Performance Monitoring and Reporting Service Provider: Green Power Monitoring or equivalent

Inverter Monitoring Provider: Solectria Renewables/Green Power Monitoring or equivalent

Weather Station Requirement.

- Module temperature sensor
- Irradiance sensors (one horizontal and one installed at each unique azimuth and tilt of the arrays)
- Ambient temp sensor
- Wind speed and direction sensor

Load Side Interval Meter.¹

Generation Meter.

Approved DC Safety Switches: Eaton, Square-D, or equivalent

Approved Grounding Lugs.

5. COMMUNICATIONS AND MONITORING SYSTEMS. Provider is responsible for the complete and fully functional installation and operation of the DAS). Any labor, communications devices, wiring and or other materials shall be included in Provider's cost and scope. The DAS shall meet all the requirements outlined in this Agreement.

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

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

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

(c) The PMRS software interface must allow County to programmatically download via Application Program Interface ("API") the real-time and historical electricity usage and production data at the Site over a variety of timescales, data shall be available for a time period including a minimum of one (1) year of fifteen (15) minute interval data.

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

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

¹ NEM system only.

- Data Logger/Internet Gateway.
- Generation Meter. Revenue Grade energy meters shall be installed to monitor the generation of the Project at the Site. The Generation Meter shall be located within close proximity of the Delivery Point unless an alternative location is agreed to in writing by County. The Generation Meter shall be installed as part of the PMRS system and send data through the PDP and be displayed on the PMRS software interface.
- External Device Communication. Provider must arrange for and provide County a secure and reliable internet connection adequate to provide a minimum of fifteen (15) minute data uploads for all of the data points from the PMRS. Provider shall provide a high-speed cellular data service during the entire term of the PPA to record the electric energy generated by the System and all other PMRS data as required by this Exhibit and shall make this information available to County through the PMRS system.
- Inverter Monitoring. If inverters are not provided with communications as part of the standard package, then the communications option shall be ordered. DC monitoring shall be provided for each home run from the combiner box to the inverter. Where various communication package options exist, those options shall be discussed with County prior to ordering.
- Protective Relays, Medium Voltage Circuit Breakers and Transformers. All available data points shall be provided through the PMRS system.
- Meteorological Stations. The Project will require installation of one meteorological station at a location determined by County and to include at least the following:
 - one (1) ISO 9060 first class pyranometer installed at 0° tilt to measure ground horizontal irradiance (GHI)
 - one (1) ISO 9060 first class pyranometer installed at each unique azimuth and tilt of the arrays installed
 - two (2) PV module temperature sensors,
 - one (1) ambient temperature sensor,
 - one (1) wind speed and direction sensor and,
 - one (1) rain gauge.

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

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

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

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

5.3 Analytics Pages. The Site PMRS should have the following tabs configured in the monitoring analytics page. They should be labeled uniformly at the Site. The tabs should be labeled as follows:

5.3.1 Load Profile.

- (a) Generation Meter Power (kW)
- (b) Demand (kW)
- (c) Net Consumption (kW)

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

5.3.3 Predicted kW.

- (a) Generation Meter Power (kW)
- (b) Predicted Power (kW)

5.3.4 Inverter vs GenMeter kW.

- (a) Each inverter as: Inverter A – Manufacturer kW Capacity Power (kW)
- (b) Generation Meter Power (kW)

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

5.4.1 Alarms. The Site should have at least the following custom alarms:

- (a) Inverter produces less than 10% of the inverter capacity over the course of an hour between 10am and 3pm. The upper limit of the alarm should be set to twice the inverter capacity.
- (b) Generation Meter reports less than 0.1 kW for one hour between 10am and 3pm. The upper limit of the alarm should be set to twice the site capacity.

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

6. CONSTRUCTION. Provider is required to conduct all construction and construction management work for completion of the Project. Provider shall perform all work in accordance with generally accepted industry practices, all applicable laws, regulations, codes, rules, ordinances, government approvals and permitting requirements, equipment manufacturer's requirements, and quality control inspection protocols so that each Solar Facility meets or exceeds (i) all requirements of applicable laws, government approvals and licenses; (ii) equipment manufacturer's installation specifications, and compliance with the terms and conditions of all applicable warranties and guarantees; (iii) complies with all requirements of the Interconnection Agreement; (iv) all established safety protocols for operation and maintenance, and labeling/placarding requirements; (v) all requirements of the commissioning procedures and performance validation herein; (vii) all requirements for any applicable federal, state or other

environmental or financial rebates and incentives. All Work must be performed and supervised by skilled workers trained and experienced in the installation of photovoltaic solar systems in accordance with equipment manufacturers' installation requirements. Provider is encouraged to utilize local subcontractors and source materials and resources locally should they provide requisite qualifications and competitive advantages.

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

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

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

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

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

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

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

If requested by County Provider shall install signage at each front gate/Site entrance to identify the Project and Provider's name and contact information. The signs may need to be elevated and/or located close to County-designated areas for visibility. Provider shall submit a prototype of the construction signs to County for review and approval before posting the signs at the construction sites. After approval, actual sign placement and location shall be coordinated with County.

6.3 Drawings. Provider shall maintain one complete Engineering Design Package at the job site including one full set of full-size plans marked to show any deviations that have been made from the approved plans, including buried or concealed construction features or utilities which are revealed during the course of construction. Current as-built record drawings shall be accessible to County at all times during the construction period. They shall be reviewed with County at regular intervals. Upon completion and prior to final inspection of the Project, Provider shall submit the complete Engineering Design Package to County for review and shall make such revisions or corrections as may be necessary for them to be a true, complete, and accurate record of the Project in the opinion of County.

6.4 Work-Time Constraints. Great care shall be taken to avoid interruptions to business activities and neighboring properties. Construction activities shall take place between typical working hours of 7am to 5:30pm, Monday through Friday, excluding recognized holidays. Noise suppression shall be practiced at all times to minimize disturbance to persons living or working nearby, and to the general public. A maximum of 65dB shall not be exceeded when measured at any property line, except for safety alarms such as back-up alarms on vehicles or equipment. Provider will be required to provide necessary weekly updates of scheduled activities at each Site to County.

A shutdown plan must be provided to County at least two months in advance to allow for electrical shutdowns to be carefully coordinated with County. All electrical shutdowns shall be carefully coordinated with a trial shutdown completed at least two (2) weeks in advance. Notice of all pending shutdowns shall be provided thirty (30) days in advance, followed by two weeks in advance, followed by forty-eight (48) hours in advance. All interruptions in power to a Site shall be subject to County approval and must be coordinated to take place during a specific period of time that will have minimal impact to County operations. All efforts must be taken to minimize the amount of time required to complete interconnections.

Reasonable efforts must be taken to minimize noise during working hours. Deliveries shall take place outside high traffic times and must be coordinated with County's Construction Manager and Design Builder. Provider shall coordinate construction activities with consideration to the other projects occurring at the same time where applicable.

6.5 General Requirements.

6.5.1 Wiring/Conduits.

- (a) Locations of all pull boxes shall be reviewed with County prior to start of construction.
- (b) No wire splicing shall be allowed.
- (c) All exposed wire will be secured every three and a half feet (3.5') minimum.

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

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

(f) Provider shall use GPRS and potholing to survey for underground utilities and use best practices when boring or trenching including hand digging near buried lines. Trenching or boring in potentially high risk areas (gas lines) shall be coordinated with County.

(g) Provider shall carefully preserve all bench marks, monuments, survey markers, and stakes and shall be solely responsible for resetting if required.

(h) Provider shall ensure parasitic loads (lights, security cameras, etc.) are not installed on the same circuit as the Generation Meter and are installed so that their load shall be included with the overall site's load side interval meter measurement.

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

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

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

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

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

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

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

6.5.2 Equipment.

(a) Equipment shall be stored and handled in accordance with manufacturer's requirements.

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

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

(d) Locks for all gates and emergency shut off equipment shall include County access for emergency situations.

(e) Safety labels are required for high voltage and high amperage equipment.

(f) To the extent equipment was damaged, Provider will detail prior to Final Completion to ensure that any scratches, etc. are properly covered with paint as appropriate.

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

(h) The Project will include installation of conduits by the County at the Site sufficient to allow for future installation of security cameras at locations agreed upon with County during Project design

6.5.3 Site Work.

(a) It is Provider's sole responsibility to ensure that all Site Work complies with all federal, state and local code requirements and all applicable industry codes and standards, and all other requirements in the Agreement.

(b) Temporary security fencing around construction areas shall be provided throughout construction, to be removed at end of construction, and permanent fencing and bollards added if required.

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

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

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

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

(g) All areas within the limits of construction or otherwise impacted by Provider's direct construction of the Project shall be restored to pre-Project conditions at Provider's sole cost and expense including: asphalt paving, striping, curbs, fine grading, rock and concrete spoils removal, and vegetation remediation.

(h) Provider will coordinate with County and County's Design-Builder for the Public Safety Facility for all construction activities, when boring or trenching is performed, when laydown areas are determined, when major shipments are planned, or any other activities that might impact County's business operations. Boring or trenching is not permitted on the NEM site without the express written consent of County.

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

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

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

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

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

(n) Safety bollards or traffic pylons with reflective strips shall be installed where any part of the Project is adjacent to a road.

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

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

(q) H-20 rated concrete tops with round CI lids will be supplied for all underground Christy box locations unless County approves an alternative approach.

(r) Provider shall verify all required clearances in the field prior to construction and is solely responsible therefor.

(s) Provider shall remove trees that would cause shading and reduce production of PV systems or are in direct path of construction, subject to the Oak Tree Mitigation Plan and CEQA EIR Mitigation Measures as applicable. Provider shall mark each tree and review with County prior to removal. Provider shall remove the tree stump/grind to 1' below grade and provide a surface flush with

surrounding grounds using the same material as the surrounding area. Oak trees shall not be removed without written permission and any required mitigation costs shall be paid by Provider

(t) Driveways in parking lots must stay open during construction. Any parking lot driveway closure must be temporary (i.e. a few hours for heavy material delivery) and shall be coordinated with County and County's Design-Builder.

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

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

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

(x) All carport structural columns and beams shall have paint touched up to cover all scratches and other wear and tear that may have occurred during construction.

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

(z) Provider shall backfill all trenches with engineered fill and compact in accordance with County specifications.

(aa) All asphalt cuts shall be made in square or rectangular cuts to avoid inconsistent repair work. Provider shall cover asphalt trenches with hot mix asphalt, roll for compaction, and cover the width of the trench with a slurry seal after the cure period. All repairs shall be made to match existing. Any repainting of striping shall be the responsibility of Provider. Any work within the Industrial Drive right-of-way is subject to approval by County Department of Transportation.

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

(cc) Provider must apply for fire hydrant meter permit and cover all water use expenses for construction water use where applicable.

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

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

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

- Copy of Executed Agreement(s) and all amendments
- Copy of the Notice to Proceed to Pre-Construction
- Copy of the Notice to Proceed to Construction
- Copies of all reports/studies completed including:
 - Underground Utility Study
 - Title Reports/ALTA surveys
 - Geotechnical Studies
 - Environmental Studies
 - Bore Logs including GPS location coordinates and depth dimensions for all Project underground utilities
 - Glint and Glare Study
 - Arc Flash Study
- Final AHJ approved design drawings in PDF and AutoCAD (1 electronic).
- Copies of all Governmental Approvals required for the Project to be constructed (1 electronic)
- Copies of all Governmental Approvals required for the Project to be operational (1 electronic)
- Letter to the Distribution Utility requesting final inspection in advance of Permission to Operate (1 electronic).
- Completed Commissioning Schedule - Attachment F (1 electronic).
- Permission to Operate Notice from the Distribution Utility (1 electronic)
- All incentive related documents (1 electronic)
- All final executed Distribution Utility Agreement(s) – Interconnection, meter, etc. (1 electronic)
- As-built drawings in PDF and AutoCAD (1 electronic)
- As-built drawings in Mylar (one complete set)
- Equipment data sheets, installation & user manuals, and warranties for all major equipment including: modules, inverters, batteries, transformers and racking (1 electronic)
- Final Site Assessment Table in PDF and Microsoft Excel formats (1 electronic)
- Final punchlist showing proof of completion of all items (1 electronic)
- Letter stating Commercial Operation Date achievement and date
- Contact Information for all key Provider personnel including:
 - Provider's name
 - Provider's main office mailing address, phone, fax, and email
 - Employer Identification Number (“EIN”)
 - Provider's main contact person and title, mailing address, phone, fax, and email
 - Operations and Maintenance contact person and title, mailing address, phone, fax, and email
- Two (2) sets of keys to all locks, equipment, fence gates and boxes.
- Operations and Maintenance Manual including:
 - Overall system O&M documentation
 - O&M manual location and contact

- Inverter startup and shutdown procedure for each type of inverter
- County training completion date, including list of personnel trained in inverter shutdown and restart procedure
- Monitoring System Information including:
 - Monitoring specification sheet
 - Meter calibration records with serial numbers for all meters
 - Website access and operation instructions
 - List of public monitoring websites
 - IP Addresses and login Information of Acquisuite or equivalent
 - Network configuration documentation
 - Performance Data Provider contracts
- Site photographs of all items listed below (electronic version only)
 - Arrays
 - Inverters
 - Combiner boxes
 - Disconnects
 - Monitoring equipment
 - Weather station
 - Generation Meter
 - Distribution Utility Meter

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

8.1 All preventative maintenance required to maintain all equipment warranties.

8.2 Provider shall provide erosion control, weed abatement plan approved by County, and security for the Site throughout the Term of the Agreement at their sole expense.

8.3 Provider shall be responsible for the prevention of soil accumulation on modules and vegetation growth within the array area that would otherwise inhibit the system from achieving the Output Guarantee. In the event that the guaranteed production level is not met in a given Contract Year, the County retains the right to require Provider to conduct one (1) additional panel washing that must be conducted by Provider after June 1st and prior to July 15th of the next Contract Year.

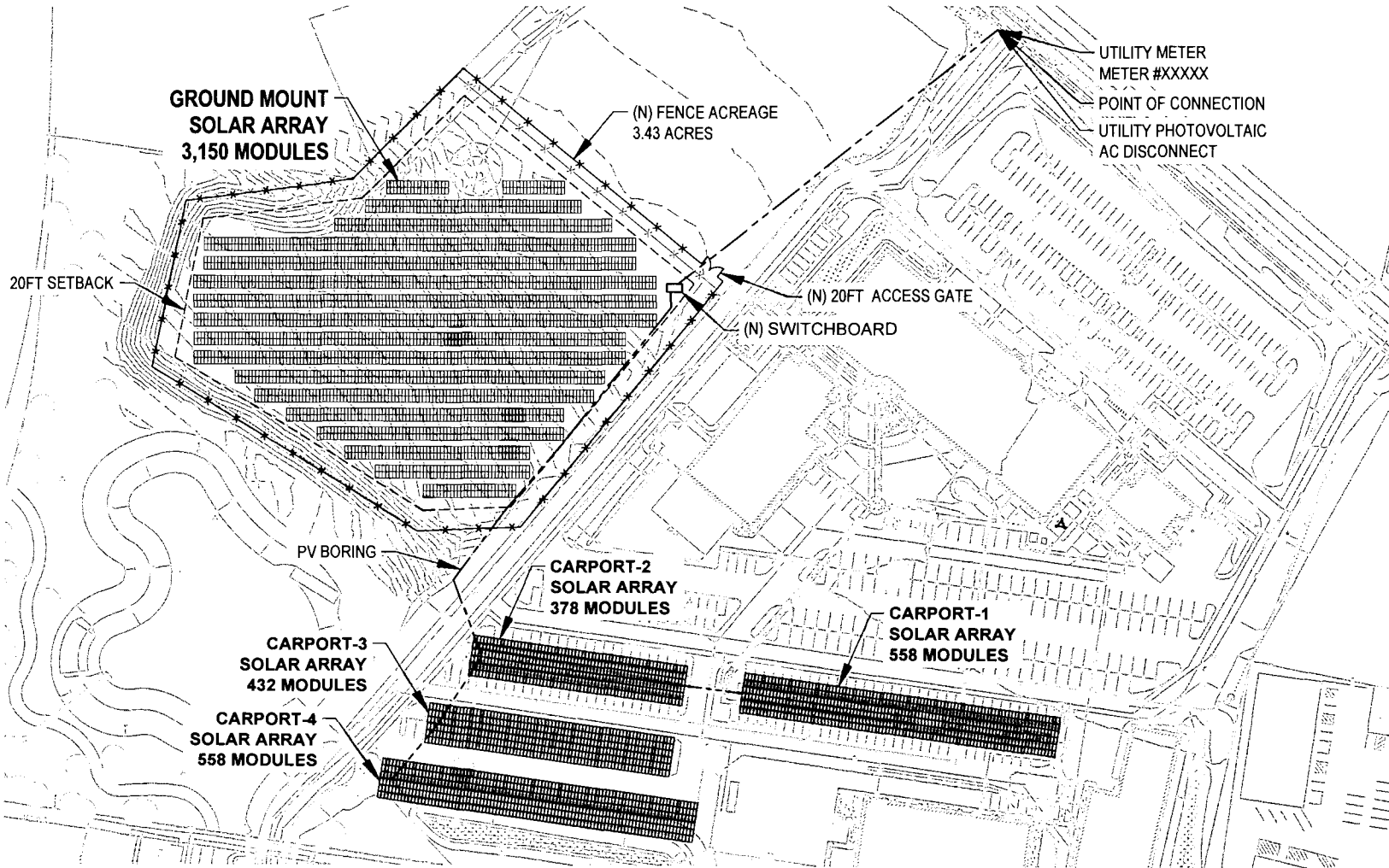
8.4 Provider shall maintain one complete Engineering Design Package throughout the Term of the PPA and update with any changes made from the as-built drawings provided at the completion of construction.

8.5 All pyranometers shall be cleaned at the same time as, and with similar care, as the module washing.

ATTACHMENT A
TO GENERAL CONDITIONS AND TECHNICAL SPECIFICATIONS
PRELIMINARY ENGINEERING DESIGN PACKAGE
[TO BE PROVIDED BY PROVIDER PRIOR TO PPA EXECUTION]

EL DORADO COUNTY - PUBLIC SAFETY FACILITY, CA RES-BCT - OPTION C

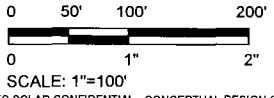
1,878.12 KW DC , 1,500.00 KW AC



SYSTEM EQUIPMENT	
Racking:	FIXED TILT CANOPY
Module Type:	REC Solar REC370TPS2M 72 XV
Module Qty:	(5,076)
Inverter Type & Qty:	Yaskawa Solectria Solar PVI 367L-480 [480V] [SI1] (5) PVI 607L-480 [480V] [SI1] (22)
# of Strings:	(282)
Modules/String:	(18)

SYSTEM INFORMATION	
DC System Size:	1,878.12 KW
AC (CEC) Size:	1,714.37 KW
AC Nameplate:	1,500.00 KW
Latitude:	38.698°
Tilt:	15°, 5°
Azimuth:	180°, 188°
Center-to-Center:	18'-9"
Shade Path:	10am-2pm

EL DORADO COUNTY - PUBLIC SAFETY FACILITY CA RES-BCT - OPTION C
 200 INDUSTRIAL DRIVE, PLACERVILLE, CA 95667



PHOTOVOLTAIC SYSTEM LAYOUT



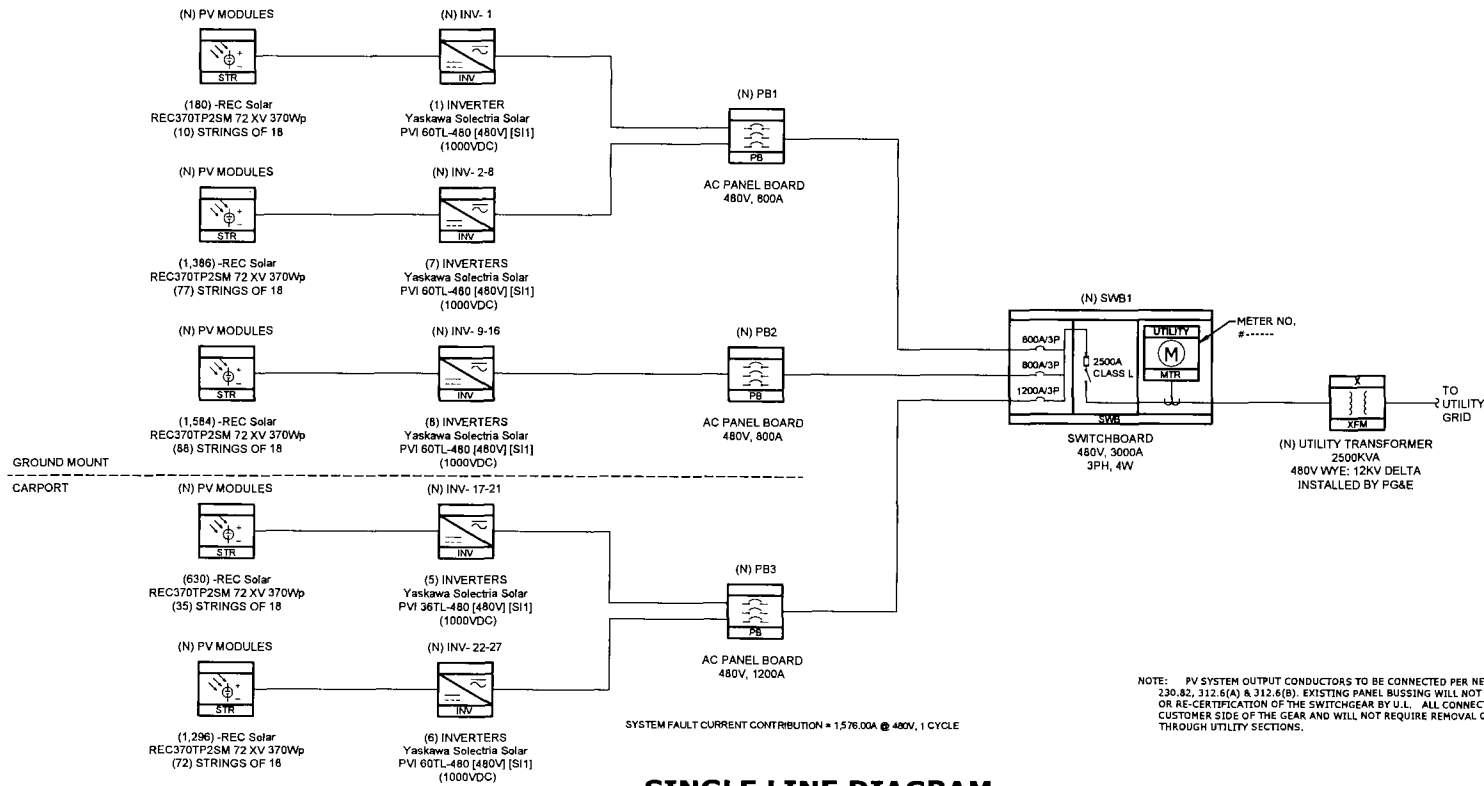
REC SOLAR CONFIDENTIAL - CONCEPTUAL DESIGN ONLY. DETAILS SUBJECT TO CHANGE PENDING FULL ENGINEERING DESIGN.

LEAD ENGINEER:	CC
DESIGNER:	MP
DESCRIPTION:	PHOTOVOLTAIC SYSTEM
DATE:	3/8/2019
REVISION:	A.5

SECONDARY INTERCONNECTION

CONNECTION IN EXISTING GEAR

NEW SYSTEM INFORMATION					
UNIT	INVERTER 1	INVERTER 2-16	INVERTER 17-21	INVERTER 22-27	TOTAL
MFG. & MODEL NO.	Yaskawa Solectria Solar PVI 60TL-480 [480V] [SI1]	Yaskawa Solectria Solar PVI 60TL-480 [480V] [SI1]	Yaskawa Solectria Solar PVI 36TL-480 [480V] [SI1]	Yaskawa Solectria Solar PVI 60TL-480 [480V] [SI1]	
EFFICIENCY RATING	98.50%	98.50%	98.00%	98.50%	
UNIT NAME PLATING (KW)	60	60	36	60	
MODULE CEC RATING (W)	343.1	343.1	343.1	343.1	
PV MODULES PER UNIT	180	198	126	216	5076
DC NAMEPLATE RATING	66.60	73.26	46.62	79.92	1878.12
CEC-AC NAMEPLATE RATINGS*	60.83	66.91	42.37	73.00	1714.37
*CEC-AC RATING= NO. MODULESxMODULE CEC RATINGxINV EFFICIENCY					



SINGLE LINE DIAGRAM

NOTE: PV SYSTEM OUTPUT CONDUCTORS TO BE CONNECTED PER NEC 690.64, 705.12, 240.21, 230.82, 312.6(A) & 312.6(B). EXISTING PANEL BUSSING WILL NOT REQUIRE MODIFICATION OR RE-CERTIFICATION OF THE SWITCHGEAR BY U.L. ALL CONNECTIONS WILL BE IN THE CUSTOMER SIDE OF THE GEAR AND WILL NOT REQUIRE REMOVAL OF BARRIERS OR ROUTING THROUGH UTILITY SECTIONS.



SYSTEM EQUIPMENT

Racking:	FIXED TILT CANOPY
Module Type:	REC Solar REC370TPS2M 72 XV
Module Qty:	(5,076)
Inverter Type & Qty:	Yaskawa Solectria Solar PVI 36TL-480 [480V] [SI1] (5) PVI 60TL-480 [480V] [SI1] (22)
# of Strings:	(282)
Modules/String:	(18)

SYSTEM INFORMATION

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AC Nameplate:	1,500.00 KW
Latitude:	38.698°
Tilt:	15°, 5°
Azimuth:	180°, 188°
Center-to-Center:	18'-9"
Shade Path:	10am-2pm

**EL DORADO COUNTY -
PUBLIC SAFETY FACILITY
RES-BCT - OPTION C**
200 INDUSTRIAL DRIVE
PLACERVILLE, CA 95667

LEAD ENGINEER:	CC
DESIGNER:	MP
DESCRIPTION:	PHOTOVOLTAIC SYSTEM
DATE:	3/8/2019
REVISION:	A.5

**ATTACHMENT B
TO GENERAL CONDITIONS AND TECHNICAL SPECIFICATIONS**

SITE ASSESSMENT TABLE
[TO BE PROVIDED BY PROVIDER PRIOR TO PPA EXECUTION]

Target RES-BCT Credit Value	\$345,884
Proposed System Credit Generation	\$315,000.9
Variance	\$30,883
Allowable RES-BCT Credit Value	\$315,000.9
Y1 Solar Production (kWh)	3,141,619.9
Avoided Cost	\$0.1003

**ATTACHMENT C
TO GENERAL CONDITIONS AND TECHNICAL SPECIFICATIONS**

PROJECT SCHEDULE [TO BE PROVIDED BY PROVIDER]

Provider will develop, with input from County, a Preliminary Project Schedule and a Final Project Schedule using Microsoft Project or equivalent and submit the Final Project Schedule to County within thirty (30) days after the Agreement Effective Date. Provider and County will establish a weekly construction meeting at which time the work of the previous week will be reviewed, and a three (3) week look-ahead schedule will be coordinated. The three (3) week look-ahead schedule shall be created in MS Excel® and present the list of activities occurring at each Site on a daily basis.

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

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

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

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

A monthly project schedule update shall be provided to accurately indicate the actual progress of the work against the baseline Final Project Schedule for the prior month, and the remaining planned completion of the work.

The scheduling is necessary for County's adequate monitoring of the progress of the work. County may disapprove such a schedule and require modification to it if, in the opinion of County, adherence to the progress schedule will cause the work not to be completed in accordance with the Agreement. Provider

shall adhere to any such modifications required by County. Between the monthly schedule updates, it is the obligation of Provider to monitor the progress of the work against the current construction schedule activities, and to notify County in writing of all changed activity start dates and finish dates.

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

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

IF PROVIDER SUBMITS A REVISED SCHEDULE SHOWING AN EARLIER COMMERCIAL OPERATION DATE FOR THE PROJECT, COUNTY'S ACCEPTANCE OF THIS REVISED SCHEDULE SHALL NOT ENTITLE PROVIDER TO ANY ADDITIONAL COMPENSATION OR CLAIM DUE TO ANY SUCH REVISED SCHEDULE.

ATTACHMENT D
TO GENERAL CONDITIONS AND TECHNICAL SPECIFICATIONS
CONSTRUCTION MEETING MINUTES TEMPLATE

<PROJECT NAME>
PROGRESS MEETING #XX MINUTES
 Date: 2014-01-01
 Time of Meeting: 0:00
 Location: Building XX, Room YY

MEETING ATTENDEES

Company	Name	Present

(PT) attended part-time
call

(Y) attended in person

(CC) attended via conference
call

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

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

Section 1: Contract

No.	Date of Entry	Action	POC	Due Date	Status

Section 2: Engineering and Design

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Section 3: Project/Construction Schedule Review

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Section 4: RFIs and Submittals

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

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Section 6: General Discussion / Site Issues

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Section 7: IOR and SI Topics

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Section 8: Scheduled Testing and Inspection

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

ATTACHMENT E
TO GENERAL CONDITIONS AND TECHNICAL SPECIFICATIONS
CHANGE FORM TEMPLATES

CHANGE FORM TEMPLATE

This is a Change Order ("CO") to the Power Purchase Agreement between **REC Solar Commercial Corporation**, a Delaware corporation ("Provider") and County of El Dorado ("County") dated March __, 2019 (the "PPA").

PARTIES/PROJECT/SITE INFORMATION

Project: (Name and Address)	REC Solar Project Number:
Provider: REC Solar Commercial Corporation Attn: Contracts Administration cc: Project Manager 3450 Broad Street, Suite 105 San Luis Obispo, CA 93401 Email: pmname@recsolar.com Project Manager:	County of El Dorado (Notice Name & Address)

Change Order Description

- The work shall be amended as follows:**
(PM to reference specific contract clause when appropriate)
- Schedule Adjusted by _____ Working Days / Calendar Days**
(PM to describe reason for change and specifically which completion milestone this adjustment affects)
- For the (Additive) (Deductive) Power Price adjustment equal to: (WRITE AMOUNT) Dollars (\$ WRITE NUMBER)**

Original Power Price	\$
This Change (Add) (Deduct)	\$
Revised Power Price	\$

- Project Schedule: Any changes to project schedule to be noted here.**
- Date of Effectiveness; Limited Effect.** This Change Order will be deemed effective as of the last date written below (the "Effective Date"). Except as expressly provided in this Change Order, all of the terms and provisions of the PPA are and will remain in full force and effect and are hereby ratified and confirmed by the Parties.

IN WITNESS WHEREOF, the authorized representatives of the Parties have caused this Power Purchase Agreement Change Order to be executed by their duly authorized representative.

REC SOLAR COMMERCIAL CORPORATION

County of El Dorado

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

REC Internal Approval

PM NAME – Project Manager _____ Approved _____ Date

SR. PM NAME – Project Manager _____ Approved _____ Date

Christopher Licciardi – Director, Project Management _____ Approved _____ Date

**ATTACHMENT F
TO GENERAL CONDITIONS AND TECHNICAL SPECIFICATIONS**

COMMISSIONING SCHEDULE

Overview:

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

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

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

SOLAR ENERGY FACILITY COMMISSIONING RESULTS

County Name _____ Site Name _____

Solar Facility Address (City, State, Zip) _____

Solar Facility Size (kW DC-STC) _____

Solar Facility Size (kW AC) _____

Utility and County meter number _____

Commissioning report submitted by _____

Provider _____

Time and date of commissioning _____

Weather at time of commissioning _____

Record and document inverter serial number and inverter location _____

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

PV ARRAY – GENERAL

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

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

REPETITIVE SOURCE CIRCUIT STRING WIRING

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

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

- Record the I-V curve for each string using an I-V curve tracer. Results should be submitted as an MS Excel file generated by the I-V curve tracer. The MS Excel files must be named and organized such that the location of the fuse (i.e. facility name, inverter name/size, combiner box name, fuse and string number) can be conveniently identified and the nomenclature shall match that of the as-built drawings
- Verify open-circuit voltage of each source circuit string is within proper range according to manufacturer's installation manual and number each string and note string position on as-built drawing. (Record the string voltage for each string using the same nomenclature as used in the as-built drawings in the attached Appendix, provide one attachment per combiner)
- Retighten all terminals in the DC String Combiner Box

WIRING TESTS

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

- If installation contains additional AC disconnect switches, repeat the voltage check on each switch working from the main service entrance to the inverter AC disconnect switch, closing each switch after the test is made except for the final switch before the inverter (it is possible that the system only has a single AC switch)
- Check an electrical connection between the ground and the conductive surface of the PV modules. Perform test with a multi-meter or 100 mA dc source. If the resistance is less than 1 Ω , then the ground is considered good
- Cable continuity tests shall be performed on all cables in the System and recorded using cable naming nomenclature matching the As-Built drawings. Each cable shall be labeled in the field using the same nomenclature
- Insulation resistance tests shall be performed on all cables in the System by qualified personnel using appropriate methods and IR values for the cable being tested (not required for PV string wiring) and recorded using cable naming nomenclature matching the As-Built drawings

INVERTER STARTUP TESTS

- Be sure that the inverter is off before proceeding with this section
- Test the continuity of all DC fuses to be installed in the DC string combiner box, install all string fuses, and close fuse switches in combiner box
- Check open circuit voltage at DC disconnect(s) switch(s) to ensure it is within proper limits according to the manufacturer's installation manual and record the voltage here:

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

-
- At this point, consult the inverter manual and follow proper startup procedure (all power to the inverter should be off at this time)
 - Confirm that the inverter is operating and record the DC operating voltage here:

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

Inverter kW _____

ONSITE MONITORING SYSTEM COMMISSIONING – LOAD SITE INTERVAL METERING
(Go to metering enclosure and CT location for this section)

- Check CT's are orientated in the correct direction and take a picture, the black wires from the CT's should be facing towards the Utility service panel
- CT's manufacturer _____
- CT serial numbers A _____ B _____ C _____
- Meter manufacturer and serial number (Ex: Shark or ION) _____
- Remove the **meter calibration report** from the monitoring enclosure for delivery to Owner with this report
- Power Factor (PF) _____ (If the Power Factor is negative then one or more of the CT's are installed backwards)
- Watts (W) _____ Hz _____ Amps _____
- Volts L-N A _____ B _____ C _____
- Volts L-L A _____ B _____ C _____
- If Static IP -- IP Address _____ Subnet _____ Gateway _____
- Verify that AC Power of Phase A, B and C are positive and within 2% of each other with the PV system disconnected

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

- Check CT's are orientated in the correct direction and take a picture, the black wires from the CT's should be facing towards the Utility service panel
- CT's manufacturer _____
- CT serial numbers A _____ B _____ C _____
- Meter manufacturer and serial number (Ex: Shark or ION) _____
- Remove the **meter calibration report** from the monitoring enclosure for delivery to Owner with this report
- Power Factor (PF) _____ (If the Power Factor is negative then one or more of the CT's are installed backwards)
- Watts (W) _____ Hz _____ Amps _____
- Volts L-N A _____ B _____ C _____
- Volts L-L A _____ B _____ C _____
- If Static IP -- IP Address _____ Subnet _____ Gateway _____
- Verify that AC Power of Phase A, B and C are positive and within 2% of each other

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

- Go to [http://www.\[_____\]](http://www.[_____])
- Login to the system provider's website
- Generation Meter - Check kW output of system is accurate
- Environment - Check that the feedback from the weather station sensors is accurate
- Inverter Monitoring
- DC Monitoring

SYSTEM TEST

- Digital Irradiance Meter
- Infrared Thermometer
- PV Module(s) Data Sheet(s)

**APPENDIX 1
TO ATTACHMENT F**

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

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

Combiner Box # _____

Combiner box serial number # _____

Inverter _____

Operating Voltage _____

Recorded											Calculated*	
String No.	Ω +/-	Ω +/G	Ω -/G	Polarity	V _{OC}	I	I _{SC}	T _C	T _A	I _{POA}	V _{OC}	I _{SC}
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												

Table Legend

Ω +/- String Wire Resistance Positive to Negative (ohms)

Ω +/G String Wire Resistance Positive to Ground (ohms)

Ω -/G String Wire Resistance Negative to Ground (ohms)

V_{OC} Open Circuit Voltage (V)

I Operating Current (Amp)

I_{SC} Short Circuit Current (Amp)

T_C Cell Temperature (°C)

T_A Ambient Temperature (°C)

I_{POA} Irradiance in Plane of Array (W/m²)

*Note: Calculated V_{OC} and I_{SC} values must be within 5% of the recorded values.

ATTACHMENT G
TO GENERAL CONDITIONS AND TECHNICAL SPECIFICATIONS
NOTICE TO PROCEED FOR PRE-CONSTRUCTION TEMPLATE

<COUNTY LETTERHEAD>

Date: <DATE>

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

Subject: POWER PURCHASE AGREEMENT

<CONTACT NAME>,

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

Sincerely,

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

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

<MORE CCs IF DESIRED>

ATTACHMENT H
TO GENERAL CONDITIONS AND TECHNICAL SPECIFICATIONS
NOTICE TO PROCEED TO PROCUREMENT & CONSTRUCTION TEMPLATE

<COUNTY LETTERHEAD>

Date: <DATE>

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

Subject: POWER PURCHASE AGREEMENT

<CONTACT NAME>,

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

Sincerely,

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

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

<MORE CCs IF DESIRED>

**ATTACHMENT I
TO GENERAL CONDITIONS AND TECHNICAL SPECIFICATIONS**

MANUFACTURERS' WARRANTIES

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

PV Module Manufacturer Warranty [TO BE PROVIDED BY PROVIDER]

Inverter Manufacturer Warranty [TO BE PROVIDED BY PROVIDER]

Transformer Manufacturer Warranty [TO BE PROVIDED BY PROVIDER]

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