

Southern California Edison Company

FERC FPA Electric Tariff

Tariff Title: Rate Schedules

Tariff Record Title: Rate Schedule FERC No. 492

AGREEMENT FOR LIMITED INTERCONNECTION OF SOUTHERN
CALIFORNIA EDISON COMPANY 220 KV SWITCHYARD TO THE
ELDORADO SYSTEM FOR AN INTERIM PERIOD

AMONG

DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES

SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER DISTRICT

NEVADA POWER COMPANY
(d/b/a NV Energy)

AND

SOUTHERN CALIFORNIA EDISON COMPANY

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AGREEMENT FOR LIMITED INTERCONNECTION OF SOUTHERN CALIFORNIA
EDISON COMPANY 220 KV SWITCHYARD TO THE ELDORADO SYSTEM FOR AN
INTERIM PERIOD

1. PARTIES:

The parties to this AGREEMENT FOR ADDITIONAL SOUTHERN CALIFORNIA EDISON COMPANY CONNECTIONS TO THE ELDORADO SYSTEM FOR AN INTERIM PERIOD ("Agreement") are: DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES ("Los Angeles"), a department organized and existing under the charter of the City of Los Angeles, a municipal corporation of the State of California; SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT ("Salt River"), an agricultural improvement district organized and existing under the laws of the State of Arizona; NEVADA POWER COMPANY, doing business as NV Energy ("NVE"), a Nevada corporation; and SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation, herein acting as an Eldorado Co-Owner and referred to as "SCE" and as the party requesting additional connections to the Eldorado System and referred to as "Connecting Participant." The parties to this Agreement are individually referred to as "Party" and collectively as "Parties."

2. RECITALS:

This Agreement is made with reference to the following facts, among others:

- 2.1. Los Angeles, Salt River, NVE, and SCE (collectively the "Eldorado Co-Owners") jointly own, as tenants in common, the Eldorado System.
- 2.2. The Eldorado Co-Owners have entered into the Co-Tenancy Agreement and the Operating Agreement in each case as amended from time to time, which, among other things, provide for the ownership and operation of the Eldorado System.

Section 14.1 of the Co-Tenancy Agreement allows each Co-Owner to add facilities and/or transmission line connections to the Eldorado System, with such facilities and/or connections not considered part of the Eldorado System but which may be located on property included in the Eldorado System. Such interconnection of facilities and/or transmission lines is subject to certain terms and conditions established by the Eldorado Co-Owners under the terms of the Co-Tenancy Agreement and Operating Agreement (as amended from time to time).

- 2.3. On May 3, 2013, SCE submitted to the Eldorado Co-Owners a written request to interconnect a new SCE solely owned 220 kV Switchyard (the "SCE 220 kV Switchyard") (built and constructed within the Eldorado Substation) to the Eldorado Co-Owner's 220 kV Switchyard, as shown in Attachment 1 ("Initial Configuration") for the Interim Period (as defined in Section 3 below).
- 2.4. On June 7, 2013, the Engineering and Operating ("E&O") Committee approved an Eldorado System E&O Resolution 2013-01, which grants to SCE a limited transmission-only interconnection of the SCE 220 kV Switchyard to the Eldorado Co-Owners 220 kV Switchyard for the Interim Period, subject to the terms and conditions set forth herein.
- 2.5. The E&O Committee, by that same resolution also granted SCE the right, at SCE's sole costs, to occupy and use a portion of the Eldorado Substation site for the SCE 220 kV Switchyard, subject to the conditions set forth in this Agreement. The Parties by this Agreement grant SCE as the Connecting Participant, in accordance with the Eldorado System E&O Resolution 2013-01, the right to a limited transmission-only interconnection of the SCE 220 kV Switchyard for the Interim Period, and set forth SCE's obligations herein with respect to such limited interconnection for the Interim Period and specify SCE's obligations to the Eldorado Co-Owners with respect to the operation, maintenance, use and cost

responsibility associated with SCE's interconnection of the SCE 220 kV Switchyard to the Eldorado 220 kV Switchyard for the Interim Period.

3. SECTION HEADINGS AND DEFINITIONS:

Section headings in this Agreement are for convenience only and are not to be construed to define, limit, expand, interpret, or amplify the provisions of this Agreement. When initially capitalized in this Agreement, or amendments hereto, the following words or phrases whether in the singular or plural, shall have the meanings specified:

- 3.1. Accounting Practices – Generally accepted accounting principles and practices, in accordance with FERC Accounts applicable to electric utilities operations.
- 3.2. Co-Tenancy Agreement – The ELDORADO SYSTEM CONVEYANCE AND CO-TENANCY AGREEMENT BETWEEN NEVADA POWER COMPANY, THE DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES, SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, and SOUTHERN CALIFORNIA EDISON COMPANY, dated December 20, 1967, as it may be amended from time to time.
- 3.3. Connecting Facilities – The equipment and facilities approved to be added by the Eldorado Co-Owners, at SCE's sole costs, to connect the 220 kV busses in the Eldorado 220 kV Switchyard to the 220 kV busses in the SCE 220 kV Switchyard for a limited transmission-only interconnection for the Interim Period, including, but not limited to, circuit breakers, disconnect switches, jumpers, bus extensions, metering, relaying devices, surge arrestors, and appurtenant facilities up to and including the connection to the respective A-frame structure located in the applicable bay positions, required for the termination of SCE's 220 kV Switchyard. The Connecting Facilities shall not include the 220 kV busses in the Eldorado 220 kV Switchyard.
- 3.4. Connecting Participant – Shall mean Southern California Edison.

- 3.5. Eldorado 220 kV Switchyard – The 220 kV switchyard of the Eldorado Substation, more particularly described in the Co-Tenancy Agreement.
- 3.6. Eldorado 220 kV Switchyard Infrastructure Facilities – The Eldorado 220 kV Switchyard, excluding the termination facilities for each of the transmission lines and transformers shown in Attachment A attached hereto.
- 3.7. Eldorado Substation – The 500/220 kV substation located in Boulder City, Nevada, and more particularly described in the Co-Tenancy Agreement.
- 3.8. Eldorado System – The transmission system located in Clark County in southern Nevada, and more particularly described in Section 5.18 of the Co-Tenancy Agreement.
- 3.9. Engineering and Operating Committee – The committee established pursuant to Section 9 of the Co-Tenancy Agreement.
- 3.10. FERC Accounts – The Federal Energy Regulatory Commission's (FERC) "Uniform System of Accounts Prescribed for Public Utilities and Licensees," subject to the provisions of the Federal Power Act in effect as of the date of this Agreement, and as such system of accounts may be in effect from time to time. Reference in this Agreement to any specific FERC Account number shall mean the FERC Account number in effect as of the effective date of this Agreement or any successor FERC Account.
- 3.11. In-Service Date – The date upon which the Connecting Facilities have been successfully tested and energized for the limited transmission-only interconnection of SCE's 220 kV Switchyard for the Interim Period.
- 3.12. Interim Period – The period beginning on the date SCE files this Agreement with FERC, and continuing until either the Eldorado Co-Owners enter into the necessary agreements with Connecting Participant to accommodate the commercial delivery of power from generation and/or transmission facilities through the SCE's 220 kV Switchyard, as set forth in Section 5(v) of this

Agreement; SCE elects to disconnect SCE's 220kV Switchyard; or any Party hereto terminates this agreement.

- 3.13. Operating Agent – SCE shall be the Operating Agent, on behalf of the Eldorado Co-Owners, who is also herein responsible for the performance of Operating Work and construction, maintenance, operations and all costs associated with the Connecting Facilities needed to accommodate SCE's 220 kV Switchyard, as provided for in the Eldorado Co-Tenancy and Operating Agreements, as amended from time to time.
- 3.14. Operating Agreement – The ELDORADO SYSTEM OPERATING AGREEMENT between NEVADA POWER COMPANY, THE DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES, SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, and SOUTHERN CALIFORNIA EDISON COMPANY, dated July 3, 1970, as it may be amended from time to time.
- 3.15. Operating Emergency – An unplanned event or circumstance which reduces or may reduce the capacity of the Eldorado 220 kV Switchyard that would otherwise be available to the Parties under normal operating conditions.
- 3.16. Operating Insurance – Insurance specified in the Operating Agreement.
- 3.17. Operating Work – Engineering, contract preparation, purchasing, repair, supervision, recruitment, training, expediting, inspection, accounting, testing, protection, use, management, retirement, reconstruction, provision of Operating Insurance, operation, and maintenance associated with the Connecting Facilities, which shall be performed by SCE, in its capacity as Operating Agent for the Eldorado Co-Owners, with all costs associated with such Operating Work borne solely by SCE in its capacity as Connecting Participant.

3.18. SCE-owned 220 kV Switchyard – The SCE-owned 220 kV switchyard located at the Eldorado Substation and adjacent to the Eldorado 220 kV Switchyard shown in Attachment 1 as the “Initial Configuration”.

4. EFFECTIVE DATE AND TERMINATION:

This Agreement shall be effective for the Interim Period subject to the execution of the Agreement by all of the Eldorado Co-Owners and acceptance of the Agreement by FERC.

5. RIGHT TO LIMITED TRANSMISSION-ONLY INTERCONNECTION FOR THE INTERIM PERIOD:

The Eldorado Co-Owners hereby grant to Connecting Participant a limited transmission-only interconnection for the Interim Period, which shall be expressly limited to: (i) the right to install the Connecting Facilities in the Eldorado Substation; (ii) the right to connect the SCE-owned 220 kV Switchyard to the Eldorado System; (iii) the right to occupy the real property within the Eldorado Substation site as may be required for such connections and/or facilities; (iv) the right to use space for control and monitoring equipment, both inside and outside of the control house, as may be necessary to provide proper control and communication; and (v) the limited right of Connecting Participant to arrange for and transmit energy and capacity from the Eldorado Co-Owners 220 kV Switchyard through the SCE 220 kV Switchyard for points beyond. There shall be no delivery of power from any generating facilities or transmission facilities interconnected now or in the future to the SCE 220 kV Switchyard until such time as the Eldorado Co-Owners enter into an agreement that would specifically allow such generating or transmission facilities to deliver power through the SCE 220 kV Switchyard to the Eldorado Substation. Any such agreement shall be entered into upon the completion of appropriate reliability and system impact studies, and the final acceptance of such studies by the Eldorado Co-Owners, including E&O Committee final review and acceptance of study results and analysis of the impact on the Eldorado Co-Owned facilities of SCE's

requested interconnection of the SCE 220 kV Switchyard in accordance with industry standards and practices, with such studies to include the impact associated with the interconnection of the SCE 220 kV Switchyard and commercial delivery of power from the generation facilities and/or transmission facilities through the SCE 220 kV Switchyard.

6. OWNERSHIP:

- 6.1. The Connecting Facilities shall be paid for, owned by and remain the sole property of Connecting Participant. Connecting Participant shall have no interest in the real property within the Eldorado Substation occupied by Connecting Participant as provided for herein, except for its limited use as provided in and during the term of this Agreement.
- 6.2. The SCE-owned 220 kV Switchyard shall be owned by Connecting Participant. The SCE-owned 220 kV Switchyard shall not be a component of the Eldorado System.
- 6.3. The Eldorado Substation and any capital improvements thereto, shall continue to be owned by and remain the property of the Eldorado Co-Owners.
- 6.4. The division of ownership of facilities between Connecting Participant and the Eldorado Co-Owners as provided in this Agreement shall not be construed in any way to limit the respective rights of the Eldorado Co-Owners in their sole discretion to operate, maintain, expand, sell, or otherwise dispose of the Eldorado System as may be deemed necessary or appropriate.

7. OPERATING AGENT:

- 7.1. Operating Agent for Connecting Facilities shall be SCE or its successor under the Operating Agreement.
- 7.2. Connecting Participant hereby appoints Operating Agent as its agent for purposes of conducting the Operating Work, and Operating Agent shall perform Operating

Work including the responsibility for the design and construction thereof, in accordance with the terms and conditions of this Agreement.

- 7.3. Operating Agent, to the extent not already procured, shall procure Operating Insurance for the Connecting Facilities, which Operating Insurance shall be effective as of the applicable In-Service Date and shall maintain in force such Operating Insurance until termination of this Agreement. As the Connecting Participant, SCE shall be solely responsible for the cost of the Operating Insurance, including all costs associated with Operating Agent's work to procure and maintain such Operating Insurance.
- 7.4. Operating Agent, in performing Operating Work shall comply with all applicable provisions of the Co-Tenancy Agreement and of the Operating Agreement.

8. CONNECTING PARTICIPANTS COST OBLIGATIONS:

The Connecting Participant shall be responsible for all of the following costs:

- 8.1 Beginning on the In-Service Date, one hundred percent (100%) of the costs of Operating Work shall be allocated to Connecting Participant.
- 8.2 Beginning on the In-Service Date, one hundred percent (100%) of the costs of the Connecting Facilities including the design and construction thereof, shall be allocated to Connecting Participant.
- 8.3 Costs for operation, maintenance, modifications or additions, or removal of facilities approved by the Eldorado Co-Owners associated with the Connecting Facilities required to accommodate Connecting Participant's limited transmission-only interconnection. Beginning on the in-service date of the SCE-owned 220 kV Switchyard, one hundred percent (100%) of any and all costs associated with the SCE-owned 220 kV Switchyard, including any facilities and/or equipment installed at the Eldorado Substation by SCE that solely support the SCE-owned 220 kV Switchyard.

9 OPERATING PRINCIPLES:

- 9.1 The Eldorado 220 kV Switchyard capacity shall continue to be allocated in accordance with the Eldorado Co-Tenancy and Operating Agreement.
- 9.2 Operating Agent shall coordinate with any affected entity any scheduled outage of facilities required for maintenance of the Connecting Facilities or SCE's 220 kV Switchyard consistent with the Operating Agreement and this Agreement.

10 ENGINEERING AND OPERATING COMMITTEE:

- 10.1 The Engineering and Operating Committee shall:
 - 10.1.1 Provide liaison among the Parties hereto in matters relating to the Connecting Facilities and the SCE-owned 220 kV Switchyard.
 - 10.1.2 Have no authority to modify any of the provisions of this Agreement. No action shall be taken by the Engineering and Operating Committee in respect to the Connecting Facilities unless such action is agreed to by all of the Eldorado Co-Owners acting through their representatives on the Engineering and Operating Committee pursuant to the terms of the Operating Agreement. Any agreement, action, or determination made by the Engineering and Operating Committee in respect to the Connecting Facilities shall be reduced to writing and shall become effective when signed the Engineering and Operating Committee representative of each Eldorado Co-Owner.
- 10.2 SCE shall provide the Engineering and Operating Committee with all applicable information relating to all interconnection requests, interconnection study plans, and study results for any proposed interconnection of additional transmission and/or generating facilities to the SCE-owned 220 kV Switchyard.

11 OTHER AGREEMENTS:

Except as set forth herein, should a conflict affecting the Eldorado Co-Owners arise out of an inconsistency between the terms and conditions of this Agreement and the terms

and conditions of the Co-Tenancy Agreement or the Operating Agreement, the terms and conditions of the Co-Tenancy Agreement or the Operating Agreement shall govern.

12 TAXES:

12.1 Connecting Participant shall use its best efforts to have any taxing authority imposing any property taxes or other taxes (excluding any sales or use taxes) or assessments on the Connecting Facilities and the SCE-owned 220 kV Switchyard, impose such taxes or assessments directly upon Connecting Participant.

12.2 All taxes and assessments levied against any Party shall be the sole responsibility of the Party upon whom said taxes and assessments are levied, unless such taxes and assessments are levied directly upon an individual Party on behalf of any or all of the other Parties.

12.3 Any Party exempted from any taxes assessed against any or all of the other Parties shall be given credit for such exemption by Operating Agent.

13 LIABILITY:

13.1 The Connecting Participant shall at all times indemnify, defend, and hold harmless Eldorado Co-Owners, its officials (elected or appointed), Boards, officers, managers, agents, employees, assigns and successors in interest, from and against any and all suits, causes of action, claims, charges, damages, demands, judgments, civil fines, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees and costs of experts and consultants), or losses including, without limitation, business interruption, loss of use, loss of profit, cost of incremental replacement power, death, bodily injury or personal injury to any person, damage or destruction or loss of use to or of any property (collectively, "Losses") arising by reason of or caused by Connecting Participant's acts, errors or omissions, performance or non-performance or breach of any of its obligations under this Agreement, except in cases of gross negligence

or intentional wrongdoing by the Eldorado Co-Owners, either acting alone or collectively.

13.2 The provisions of this Section 13 shall not be construed so as to relieve any insurer of its obligation to pay any insurance proceeds in accordance with the terms and conditions of valid and collectible insurance policies furnished hereunder. In addition, the Connecting Participant shall maintain liability insurance with limits of \$20 million, which may be satisfied through any combination of Commercial General Liability Insurance and Excess/Umbrella Liability Insurance. The Connecting Participant shall name the Eldorado Co-Owners as additional insureds, but only to the extent of the Connecting Participant's indemnity obligations pursuant to the terms of this Agreement.

13.3 In no event shall the Eldorado Co-Owners be liable under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, business interruption, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability resulting from Connecting Participant's action or inaction with respect to the Connecting Facilities.

13.4 The provisions of this Section 13 shall only apply to SCE's actions, as a Connecting Participant under the Interim Agreement and while the Interim Agreement is in effect.

14 RELATIONSHIP OF THE PARTIES:

The covenants, obligations, and liabilities of the Parties are intended to be several and not joint or collective except as expressly set forth herein, and nothing herein contained shall ever be construed to create an association, joint venture, trust, or partnership, or to impose an association, joint venture, trust, or partnership covenant, obligation, or liability

on or with regard to any one or more of the Parties. Each Party shall be individually responsible for its own covenants, obligations, and liabilities as herein provided. No Party or group of Parties shall be under the control of or shall be deemed to control any other Party or the Parties as a group. No Party shall be the agent of or have a right or power to bind any other Party without its express written consent, except as expressly provided in this Agreement.

15 SUCCESSORS AND ASSIGNS:

15.1 This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties.

15.2 Any successor or assignee shall notify the remaining Parties of such succession or assignment in accordance with Section 19.

15.3 No assignment or transfer of interest hereunder shall relieve the assigning or transferring Party from full liability and financial responsibility for performance, after any such assignment or transfer, of all obligations and duties incurred, under the terms and conditions of this Agreement, by such Party prior to such assignment or transfer unless and until the assignee or transferee shall agree in writing with all the remaining Parties to assume all obligations and duties imposed under the terms and conditions of this Agreement, upon the assigning or transferring Party after such assignment or transfer.

16 NONDEDICATION OF FACILITIES:

The Parties do not intend to dedicate, and nothing in this Agreement shall be construed as constituting a dedication by any Party of its properties or facilities, or any part thereof, to any other Party or to the customers of any Party.

17 REGULATORY APPROVALS:

The Parties agree to cooperate to obtain any state or federal regulatory approval necessary for the full participation of any Party in the rights and obligations of this Agreement.

18 GOVERNING LAW AND VENUE:

This Agreement shall be interpreted in accordance with the substantive and procedural laws of the State of Nevada. Any action at law or judicial proceeding instituted by any Party relating to this Agreement shall be instituted only in the state or federal courts of the State of Nevada.

19 NOTICES:

19.1 Except as set forth in Section 19.2, any legal notice or communication required by this Agreement shall be in writing, and shall be deemed properly served, given, or made, if delivered in person or sent by registered or certified mail, postage prepaid, to the persons specified below:

19.1.1 Nevada Power Company d/b/a NV Energy
c/o Director, Transmission Policy & Contracts
P.O. Box 10100 – M/S S3B40
Reno, Nevada 89520-0024

19.1.2 Salt River Project Agricultural
Improvement and Power District
c/o Secretary
P.O. Box 52025
Phoenix, Arizona 85072-2025

19.1.3 Southern California Edison Company
c/o Manager, Grid Contracts Management
2244 Walnut Grove Avenue
Rosemead, California 91770

19.1.4 Department of Water and Power
of the City of Los Angeles
c/o Assistant General Manger – Power
111 North Hope Street, Room 921
Los Angeles, California 90012

19.2 Communications of a routine nature involving requests for funds and related matters shall be given in such manner as the representatives to the Engineering and Operating Committee shall arrange.

19.3 Any Party may, at any time, by written notice to all other Parties, designate different or additional persons or different addresses for the giving of notices hereunder.

20 GENERAL PROVISIONS:

20.1 In the event that any of the terms, covenants, or conditions of this Agreement, or the application of any such term, covenant, or condition, shall be held invalid as to any person or circumstance by any court having jurisdiction in the premises, all other terms, covenants, or conditions of this Agreement and their application shall not be affected thereby, but shall remain in full force and effect.

20.2 Except as otherwise specifically provided in this Agreement, the Parties do not intend to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, covenant, obligation, or undertaking established therein.

20.3 Any waiver at any time by any Party of its rights with respect to a default or any other matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent default or matter whether of a similar or different nature.

20.4 This Agreement shall be modified only through written agreement signed by each Eldorado Co-Owner.

21 EXECUTION BY COUNTERPARTS:

This Agreement may be executed in any number of counterparts, and upon execution by all Parties, each executed counterpart shall have the same force and effect as an original instrument and as if all Parties had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart hereof without impairing the legal effect of any signature thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more signature pages.

22 ATTACHMENTS:

Attachment 1, ELDORADO SUBSTATION ONE LINE DIAGRAM INITIAL CONFIGURATION,

(SIGNATURES APPEAR ON NEXT PAGE)

23 SIGNATURE CLAUSE:

The signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the Party for whom they sign. This Agreement is hereby executed as of the 25th day of June, 2013.

NEVADA POWER COMPANY (d/b/a NV Energy)

By /s/ Mario Villar

Name Mario Villar

Title Vice President, Transmission

Date Signed 6/25/13

SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER DISTRICT

By /s/ John T. Underhill

Name John T. Underhill

Title Sr. Director, System Operations

Date Signed 6/25/13

SOUTHERN CALIFORNIA EDISON COMPANY

By /s/ Kevin Pavne

Name Kevin M. Pavne

Title Vice President

Date Signed 6/24/2013

DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES ACTING BY AND
THROUGH THE BOARD OF WATER AND POWER
COMMISSIONERS

By _____
General Manager

Date Signed: _____

and _____
Secretary

APPROVED AS TO FORM AND LEGALITY
MICHAEL N. FEUER, CITY ATTORNEY

SEP 12 2016
BY *Syndi Driscoll*
SYNDI DRISCOLL
DEPUTY CITY ATTORNEY

Protected Materials: Contains Critical Energy Infrastructure Information

Attachment A

ELDORADO SUBSTATION ONE LINE DIAGRAM

[The Eldorado Substation One Line Diagram is contained in the unredacted version of the Interim Agreement, attached as Exhibit B.]