

DOCKETED

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Project Title:	Puente Power Project
TN #:	204220-2
Document Title:	Appendix B Transmission Facilities
Description:	AFC Volume II
Filer:	Sabrina Savala
Organization:	NRG Oxnard Energy Center, LLC
Submitter Role:	Applicant
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APPENDIX B

TRANSMISSION FACILITIES

APPENDIX B-1

2014 CAISO REPOWERING REQUEST TECHNICAL REVIEW

**NRG ENERGY CENTER, LLC -
SOUTHERN CALIFORNIA EDISON COMPANY
TRANSMISSION OWNER TARIFF
FACILITIES STUDY AGREEMENT
OXNARD RELIABILITY PROJECT**

NRG Energy Center Oxnard LLC ("NRG") JC

1. **Summary:** ~~NRG Energy Center, LLC ("NRG")~~ submitted a Generation Unit Repowering request to the California Independent System Operator (CAISO) under Section 25.1.2 of the ISO Tariff for repowering. NRG proposes to repower the existing Mandalay Generating Station by removing existing 220kV generating units 1 and 2, totaling 430 MW and the associated step-up transformers and replacing them with three G.E. LMS100PA simple cycle gas turbine generating units. Each gas turbine unit is rated at 155 MVA with a 0.85pf. The proposed generating station will include three new 13.8/220kV ^{76/101/127 F.C.} ~~75/100/125~~ MVA step-up transformers with ~~0.9%~~ ^{9%} impedance on a ~~75~~ ^{76 JC} MVA base. The ("Oxnard Reliability Project") which is located in Oxnard, California, will interconnect to Southern California Edison Company's ("SCE") Mandalay Substation and transmit Energy and/or Ancillary Services to the CAISO controlled grid at SCE's Santa Clara Substation. NRG has requested a maximum total net output capacity of 312 MW for the three generating units. NRG has provided an affidavit dated March 9, 2012, declaring that the total generating capacity of the generating units at NRG Mandalay Generating Facility will not be increased and the electrical characteristics of the generating units will remain substantially unchanged. SCE and the CAISO have reviewed NRG's Interconnection Application and affidavit and determined that no material modification exists. However, SCE has determined that facilities within Mandalay and Santa Clara Substations require study as to whether upgrades or maintenance is required prior to operation of the new units. Accordingly, SCE and NRG wish to enter into this Facilities Study Agreement ("Agreement") providing the terms for SCE to perform a Study to determine required transmission system upgrades, modifications or additions, and any other required modifications or additions needed to accommodate NRG's request.

2. **Definitions**: All terms with initial capitalization not otherwise defined herein shall have the meanings assigned to them in the TO Tariff.
3. **Scope**: The Study will include the following scope of work:
 - a. SCE will determine the interconnection facilities, distribution upgrades, transmission system upgrades, modifications or additions, and any other system facilities and upgrades required within SCE's Mandalay and Santa Clara Substations, to interconnect three G.E. LMS100PA simple cycle gas turbine generating units with a requested maximum net output of 312 MW of capacity at Mandalay Substation and transmit Energy and/or Ancillary Services to the CAISO controlled grid at SCE's Santa Clara Substation. The facilities and upgrades may include, without limitation, substation facilities, transmission facilities, protection equipment, communication equipment, and controls at the Mandalay and Santa Clara Substations, and facilities required at other substations and on other transmission and distribution lines.
 - b. SCE will perform an analysis of affected interconnection facilities including, towers, poles, circuit breakers and disconnects, and determine whether such facilities need to be replaced or upgraded and will determine the associated costs.
4. **Content**: The Study will include an estimate of (i) the cost of the required transmission system upgrades, modifications or additions and any other system facilities and upgrades to be charged to NRG, (ii) NRG's appropriate allocation of the cost of any required system additions, modifications and upgrades, and (iii) the time required to complete construction of such transmission system upgrades, modification or additions and other required system facilities and upgrades and initiate the requested service. The Study will include a list of major equipment required for the requested service. The cost estimate will include an estimate of additional facilities cost (capital cost of the facilities), and one-time cost (expenses not capitalized).
5. **Assumptions**: The assumptions utilized in performing the Study shall be as follows:
 - a. NRG is or will be a New Facility Operator under the TO Tariff.
 - b. NRG will interconnect to the 220kV bus at Mandalay Substation, to transmit Energy and/or Ancillary Services to the CAISO controlled grid at SCE's Santa Clara Substation.

- c. Output capacity is reduced from 430 MW to 312 MW as requested by NRG.
 - d. An NRG requested estimated operating date of June 20, 2020.
 - e. NRG will install, own, operate and maintain all CAISO metering equipment. All CAISO metering equipment will be located on NRG's side of the point of interconnection.
 - f. Projects with interconnection applications preceding NRG are assumed in-service.
6. **Time Required for Completion**: SCE will use due diligence to complete the Study within one-hundred twenty (120) calendar days following receipt of a fully executed copy of this Agreement and payment pursuant to Sections 12 and 16 of this Agreement.
7. **Additional Time for Completion**: At any time that SCE determines that the Study cannot be completed within one-hundred twenty (120) calendar days in accordance with Section 6 of this Agreement, SCE shall notify NRG and provide an estimated completion date, along with an explanation of the reasons why additional time is required to complete the Study.
8. **Exchange of Information**: SCE and NRG shall confer with one another as necessary to exchange information that will provide for the most accurate analysis possible with the information available at the time the Study is performed.
9. **Third Party Review**: The Study results will not reflect any review or analysis by any third party (including that portion of a third party's electrical system that is part of the CAISO Controlled Grid). SCE may provide a copy of the Study results and related work papers to the CAISO. If NRG elects to proceed with the application process, SCE may provide a copy of the Study results to the Western Electricity Coordinating Council ("WECC"), and any transmission owner potentially impacted by the requested service. Requests for review and input from such entities may arrive at any time prior to interconnection, and revision and reconsideration of the Study may be required as a result of information received from the CAISO or WECC, or any other such entity regarding any potential impact to a third party's electrical system.
10. **Results Based on Information Available at Time of Study**: Substantial portions of technical data and assumptions used to perform the Study, such as system conditions,

existing and planned generation, and unit modeling, may change after SCE provides the Study results to NRG. Study results will reflect available data at the time SCE provides the Study to NRG. Additionally, Study results will reflect the CAISO Tariff, rules and protocols in effect at the time SCE provides the Study to NRG. Such Tariff, rules and protocols are subject to change. SCE shall not be responsible for any additional costs (including, without limitation, costs of new or additional facilities, system upgrades, or schedule changes) that may be incurred by NRG as a result of changes in such data, assumptions, or the CAISO Tariff, rules and protocols which occur following provision of this Study.

11. **New Study at NRG's Costs**: In the event that a new Facilities Study is required (a) as a result of information received from any entity regarding any potential impact to a party's electrical system, or (b) to reflect changes which occur following provision of this Facilities Study, then NRG shall either enter into a separate agreement providing that it shall reimburse SCE for the costs of such new or revised study, or withdraw its application.
12. **Payment**: NRG shall pay the full cost for SCE to perform the Study as follows:
 - a. NRG shall reimburse SCE for SCE's cost of performing the Study; provided, however, that NRG shall not be required to reimburse SCE for amounts in excess of the estimated Study costs of \$60,000, except as provided in Section 13 of this Agreement.
 - b. NRG shall advance to SCE \$60,000 for the Study upon execution of this Agreement.
 - c. SCE shall refund to NRG, without interest, any amounts received by SCE which exceed the cost of the Study, even if terminated pursuant to Section 13 or 15 of this Agreement.
13. **Increased Costs**: If at any time SCE determines that the Study is expected to cost more than \$60,000, SCE shall notify NRG and provide an estimate of any additional costs. Upon receipt of such notice, NRG shall either: (i) request that SCE terminate the Study; or (ii) provide a written request to SCE that SCE continue the Study, and agree to pay any additional costs to SCE. SCE shall be under no obligation to incur

costs in excess of \$60,000 for the Study, unless and until it receives notice pursuant to this Section 13 and an agreement from NRG to pay costs in excess of \$60,000.

14. **Records and Accounts:** SCE shall maintain records and accounts of all costs incurred in performing the Study in sufficient detail to allow verification of all costs incurred, including, but not limited to, labor and associated labor burden costs, materials and supplies, outside services, and administrative and general expenses. NRG shall have the right, upon reasonable notice, within a reasonable time at SCE's offices and at its own expense, to audit SCE's records as necessary and as appropriate in order to verify costs incurred by SCE. Any audit requested by NRG shall be completed, and written notice of any audit dispute provided to SCE's representative, within one hundred eighty (180) days following receipt by NRG of SCE's notification of the final Study costs.
15. **Termination Upon Demand:** NRG may demand that SCE terminate the Study at any time. Immediately following receipt of written notice of such termination from NRG, SCE shall terminate the Study as demanded. In such case, NRG shall reimburse SCE only for costs actually incurred or irrevocably committed to be incurred for the performance of the terminated Study. If NRG so requests in its notice of termination, SCE shall submit to NRG the results of the incomplete Study in a report including assumptions and calculations available at the time SCE receives NRG's termination notice.
16. **Signature Clause:** This Agreement shall become effective on the date the fully executed Agreement and payment pursuant to Section 12 of this Agreement are received by SCE. If SCE does not receive the fully executed Agreement and payment within 10 Business Days of NRG's receipt, then the offer reflected in this Agreement will expire and this Agreement will be of no effect.

SOUTHERN CALIFORNIA EDISON COMPANY

By: 

Name: Gary J. Holdsworth

Title: Manager, Grid Interconnections

ACCEPTED AND AGREED to this 28th day of April, 2014

NRG Energy Center Oxnard LLC GC
NRG ENERGY CENTER, LLC

By: 

Name:

Title:

APPENDIX B-2

2014 FACILITIES STUDY AGREEMENT AND PROOF OF PAYMENT



NRG ENERGY INC
 Payment Request Form

DATE REQUESTED
5/14/2014

PAYMENT DATE
5/14/2014

PAYABLE FROM (BUSINESS UNIT) West-Business Development	PAYABLE FROM (COMPANY NAME) NRG Services	TREASURY USE ONLY (Payor Bank)	TREASURY USE ONLY (Payor Account) 1850728
PAYABLE TO (COMPANY NAME) Southern California Edison		VENDOR NUMBER 242650	
PAYEE ADDRESS PO Box 800	CITY Rosemead	STATE CA	ZIP CODE 91771-0001

PAYMENT TYPE	
Specify Payment Type <small>(check the appropriate box)</small>	<input type="checkbox"/> Check <input checked="" type="checkbox"/> Wire* <input type="checkbox"/> ACH* <input type="checkbox"/> Unknown (Accounts Payable will determine payment type)
Special handling instructions for checks (if applicable) _____	

* WIRE or ACH PAYMENT INSTRUCTIONS		
BENEFICIARY BANK NAME JP Morgan Chase Bank, New York	BANK ROUTING NUMBER 021000021	PAYMENT REFERENCE (WILL BE INCLUDED ON PAYMENT) Customer #10158863 - Document# 7590002639 - Lauren Minor
BENEFICIARY'S ACCOUNT NAME Southern California Edison		INTERMEDIARY BANK OR FOR FURTHER CREDIT INFORMATION (IF APPLICABLE)
BENEFICIARY'S ACCOUNT NUMBER 323-394434		

To insure your accounting entries post successfully to SAP, verify the following BEFORE submission to Treasury.
 -If using a balance sheet GL 100000-399999, provide the GL account number and Company Code to bill.
 -If using a revenue GL 400000-499999, provide the GL account number, Profit Center and Company Code to bill.
 -If using an expense GL 500000-799999, provide the GL account number and ONE Cost Object (Cost Center, Internal Order, Work Order, or WBS) and Company Code to bill.

GL ACCOUNT	COST CENTER	PROFIT CENTER	INTERNAL ORDER	WORK ORDER	WBS	ADDITIONAL DETAILS	COMPANY CODE TO BILL	AMOUNT
550070			14046212				0006	\$60,000.00
TOTAL AMOUNT								\$60,000.00

By signing below you are certifying that you are within your approval limit per the Delegation of Authority or within additional limits delegated to you via an approved exception form

REQUESTED BY (Print Name) Ben Herhold	TELEPHONE NO. 925-427-3568	REASON FOR PAYMENT Oxnard - Facilities Study Deposit
APPROVED BY (Print Name) Chris Curry	APPROVED BY (Signature) see attached email	TELEPHONE NO. 213-435-3301
APPROVED BY (Print Name)	APPROVED BY (Signature)	TELEPHONE NO.

APPENDIX B-3

2015 AMENDED REPOWERING REQUEST AND PROOF OF PAYMENT

Morales, Corinne

From: Herhold, Benjamin
Sent: Friday, February 06, 2015 10:09 AM
To: Morales, Corinne
Cc: Gleiter, Dawn
Subject: FW: Puente

Hi Cory,

I hope your adjusting well to the new office.

In April of 2014 we paid Southern California Edison 60k for a "Facilities Study Report", for the Mandalay Project (cost center numbers below). The CEC is asking for a copy of that check. Is that something that you can track down for us?

Thanks!

Ben

From: Gleiter, Dawn
Sent: Friday, February 06, 2015 10:05 AM
To: Herhold, Benjamin
Subject: Puente

14046212	Oxnard Reliability Project (Mandalay Repower)	168888	0006
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Dawn Gleiter
Director of Sustainable Development
100 California St, Ste 650
San Francisco CA, 94111

D: 415.627.1673
m: 925.783.3960
dawn.gleiter@nrgenergy.com

Note: The information contained in this e-mail and any accompanying documents may contain information that is confidential or otherwise protected from disclosure. If you are not the intended recipient of this message, or if this message has been addressed to you in error, please immediately alert the sender by reply e-mail and then delete this message, including any attachments. Any dissemination, distribution or other use of the contents of this message by anyone other than the intended recipient is strictly prohibited.

Ben - This payment was made by wire transfer, not by check. See attached documentation. Cory



*Red
W*

**NRG ENERGY INC
Payment Request Form**

m-SR
I-SR

DATE REQUESTED
5/14/2014

PAYMENT DATE
5/14/2014

PAYABLE FROM (BUSINESS UNIT) West-Business Development	PAYABLE FROM (COMPANY NAME) NRG Services	TREASURY USE ONLY (Payor Bank)	TREASURY USE ONLY (Payor Account) 1850728
PAYABLE TO (COMPANY NAME) Southern California Edison		VENDOR NUMBER 242650	
PAYEE ADDRESS PO Box 800	CITY Rosemead	STATE CA	ZIP CODE 91771-0001

PAYMENT TYPE

Special handling instructions for checks (if applicable)

Specify Payment Type Check
 Wire*
 ACH*
 Unknown (Accounts Payable will determine payment type)

(check the appropriate box)

*** WIRE or ACH PAYMENT INSTRUCTIONS**

BENEFICIARY BANK NAME JP Morgan Chase Bank, New York	BANK ROUTING NUMBER 021000021	PAYMENT REFERENCE (WILL BE INCLUDED ON PAYMENT) Customer #10158863 - Document# 7590002639 - Lauren Minor
BENEFICIARY'S ACCOUNT NAME Southern California Edison		INTERMEDIARY BANK OR FOR FURTHER CREDIT INFORMATION (IF APPLICABLE)
BENEFICIARY'S ACCOUNT NUMBER 323-394434		

To insure your accounting entries post successfully to SAP, verify the following BEFORE submission to Treasury.
 -If using a balance sheet GL 100000-399999, provide the GL account number and Company Code to bill.
 -If using a revenue GL 400000-499999, provide the GL account number, Profit Center and Company Code to bill.
 -If using an expense GL 500000-799999, provide the GL account number and **ONE** Cost Object (Cost Center, Internal Order, Work Order, or WBS) and Company Code to bill.

GL ACCOUNT	COST CENTER	PROFIT CENTER	INTERNAL ORDER	WORK ORDER	WBS	ADDITIONAL DETAILS	COMPANY CODE TO BILL	AMOUNT
550070			14046212				0006	\$60,000.00
TOTAL AMOUNT								\$60,000.00

By signing below you are certifying that you are within your approval limit per the Delegation of Authority or within additional limits delegated to you via an approved exception form

REQUESTED BY (Print Name) Ben Herhold	TELEPHONE NO. 925-427-3568	REASON FOR PAYMENT Oxnard - Facilities Study Deposit
APPROVED BY (Print Name) Chris Curry	APPROVED BY (Signature) see attached email	TELEPHONE NO. 213-435-3301
APPROVED BY (Print Name)	APPROVED BY (Signature)	TELEPHONE NO.



An EDISON INTERNATIONAL® Company

Request For Advance Payment

NRG Energy Center Oxnard LLC
~~NRG Energy Center, LLC~~ Bf
696 West Tenth Street
Pittsburg, CA 94565

Document # 7590002639
Document Date 04/29/2014
Customer # 10158863
SCE Contact Lawren Minor
Telephone # 626-302-8734
(IF)

Description	Amount
Advance Payment - Facilities Study Deposit	\$60,000.00
SCE Project# : TOT690	

This is for the Facilities Study Agreement for TOT690 - Oxnard Reliability Project Repowering Request.
Please refer to the payment instructions below. Thank you.

If paying by check, please follow instructions on bill stub below

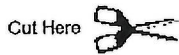
Instructions for wire or ACH payments:
JP Morgan Chase Bank
New York, NY

ABA#: 021000021 Acct#: 323-394434
SCE Taxpayer ID No. 95-1240355

Ref: Customer# 10158863 - Document# 7590002639 - Lawren Minor

Failure to properly identify your customer and document number may delay your project

Please detach and return payment stub with payment



Payment Stub

\$60,000.00

Customer 10158863
Document 7590002639

Enter the amount you
paid \$

(IF)

Make check payable to Southern California Edison.
Please include customer and document# on the check.

NRG Energy Center Oxnard LLC
~~NRG Energy Center, LLC~~ Bf
696 West Tenth Street
Pittsburg, CA 94565

Southern California Edison
Attn: Accounts Receivable
PO Box 800
Rosemead, CA
91771-0001