



TETRA TECH EC, INC.

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| 99-AFC-8C |
| DATE <u>NOV 12 2010</u> |
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November 12, 2010

Ms. Mary Dyas
Project Compliance Manager
Energy Facilities Siting and Environmental Protection Division
California Energy Commission
1516 9th Street, MS 2000
Sacramento, CA 95814

RE: Blythe Energy Transmission Line Project Request for Staff Approved Project Modification (99-AFC-8C)

Dear Ms. Dyas:

On behalf of Blythe Energy, please find enclosed for your review a request for a sixth staff-approved project modification (SAPM) for the Blythe Energy Transmission Line Project (99-AFC-8C). This request relates to the need to return to a previously approved interconnection using a gas-insulated substation (GIS), since the lease on the Western-owned Buck Boulevard Substation will likely not be renewed.

To revise the connection between the Blythe Energy Plant and the BEPTL, the GIS as authorized in 2007 would be installed and the interconnection moved from the Buck Boulevard Station to the GIS to interconnect with Edison. No changes to, or deletions of, any of the Blythe Energy Project AFC license Conditions of Certification are necessary as a result of the proposed modification.

We appreciate the CEC's review and comments and are prepared to address questions that arise. Please contact me directly at 425.241.0415 or by email at penny.eckert@tetratech.com. You may also contact Gary Hickey, Blythe Energy Permitting Manager, at 217-877-9718 or garey.hickey@nexteraenergy.com with any questions.

Best regards,
TETRA TECH, INC.

Penny Jennings Eckert, Ph.D.
Senior Project Manager



BLYTHE ENERGY PROJECT

Request for Staff-Approved Project Modifications (99-AFC-8C)

Blythe Energy Project Transmission Line

Minor Modifications to the Blythe Plant Connection to the Generation Intertie

Submitted to:

**California Energy Commission
Sacramento, California**

Prepared by:

Blythe Energy, LLC
and



TETRA TECH EC, INC.

November 2010

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- A Copy of Lease Agreement between Western and Blythe Energy
- B Drawings Showing the “as-built” configuration utilizing Western’s Buck Boulevard Substation
- C Drawings Showing Plan and Switching Diagram for Proposed Change to GIS
- D List of Property Owners within 1,000 Feet Affected by BEP Change

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Acronyms and Abbreviations

| | |
|-----------------|--|
| APE | Area of Potential Effects |
| B-EM | Blythe Eagle Mountain |
| BEP | Blythe Energy Project |
| BEPTL | Blythe Energy Project Transmission Line |
| BLM | Bureau of Land Management |
| Buck Substation | Buck Boulevard Substation |
| CAISO | California Independent System Operator |
| CCR | California Code of Regulations |
| CEC | California Energy Commission |
| CTG | Combustion Turbine Generator |
| DCS | Distribution Control System |
| FONSI | Finding of No Significant Impact |
| GIS | gas-insulated substation |
| I-10 | Interstate 10 |
| kV | kilovolt |
| LORS | laws, ordinances, regulations and standards |
| MW | megawatt |
| NEPA | National Environmental Policy Act |
| PERP | Portable Equipment Registration Program |
| SAPM | staff-approved project modification |
| SCE | Southern California Edison Company |
| SPCC | Spill Prevention, Containment, and Countermeasures |
| STG | Steam Turbine Generator |
| SWPP | Stormwater Pollution Prevention |
| Western | Western Area Power Administration |

1 Introduction

Blythe Energy, LLC (Blythe Energy as the petitioner) hereby requests staff approval of insignificant project modifications to the approved Blythe Energy Project (Project or BEP). In accordance with Section 1769(a)(2) of the California Energy Commission (CEC) Siting Regulations, the proposed changes do not have the potential to have a significant effect on the environment and will not result in the change or deletion of a condition adopted by the CEC or cause the Project to not comply with applicable laws, ordinances, regulations, and standards (LORS).

Blythe Energy is the owner of the BEP, which is a 520-megawatt (MW) combined cycle natural gas-fired electric energy generating facility, approved by the CEC under docket 99-AFC-8 (CEC 2001). The BEP is located in the city of Blythe, California, just north of Interstate 10 (I-10), approximately 7 miles west of the California and Arizona border. The Project is currently connected to the Buck Boulevard Substation (Buck Substation) owned by the Western Area Power Administration (Western), which, in turn, is connected to the Blythe Substation and the Southern California Edison Company (SCE) Blythe Eagle Mountain (B-EM) transmission system. This interconnection is currently made at 230 kilovolts (kV).

In a CEC Notice of Decision dated October 11, 2006, CEC approved an amendment to the BEP license (99-AFC-8C) for the construction and operation of a 230-kV generation intertie transmission line (Blythe Energy Project Transmission Line [BEPTL]) to allow for delivery of the full BEP electrical output to the California Independent System Operator (CAISO)-controlled electrical transmission system (CEC 2006a). Western and the Bureau of Land Management (BLM) served as co-lead federal agencies for review of the Blythe Energy petition pursuant to the National Environmental Policy Act (NEPA) and have issued a Finding of No Significant Impact (FONSI) for the license amendment (Western and BLM 2007).

Blythe Energy requested approval of an insignificant project change in 2007. The change consisted of a modified interconnection from Buck Substation to the new BEP switchyard through the use of a gas-insulated substation (GIS), route realignment from milepost 0.0 to 3.0, and minor route realignment from milepost 6.5 to 62.1. The CEC approved these changes on July 17, 2007, and Western notified the BLM of Western's withdrawal from the project in a letter dated February 4, 2008. BLM is now the sole lead federal agency for the purposes of NEPA and for all consultations.

In July 2008, Blythe Energy requested a second insignificant project change that included a request for minor realignment of several structures, the adjustment of the eastern and western laydown yards, the addition of a laydown area near the Ford Dry Lake exit, and conductor reconfiguration. The CEC and the BLM approved the second insignificant change on September 25, 2008.

In November 2008, Blythe Energy requested a third insignificant project change that included a request for support modifications for 17 structures (adding guy wires); the expansion of the Desert Center laydown; communications system changes in the SCE system at the BEP, at the California

Capacitor Station near the Red Cloud Road exit, and at the Julian Hinds Substation; and a minor additional expansion at the Julian Hinds Substation. The CEC and the BLM approved the third insignificant change on January 27, 2009.

In June 2009, Blythe Energy requested a fourth staff-approved project modification (SAPM) that covered needed changes in the SCE B-EM transmission line to accommodate the BEPTL crossings and needed changes for replacement of up to 32 single-circuit poles with double-circuit-ready poles to allow for electricity from Project Genesis (if approved) to reach SCE's to-be-constructed Colorado River Substation without any additional ground disturbance in the segment of the generation intertie line parallel to the BEP transmission line. The CEC and BLM approved the fourth SAPM on July 14, 2009.

In December 2009, Blythe Energy is requested a fifth SAPM to utilize the Western Buck Boulevard Substation as the eastern terminus of the 67-mile 230-kV BEPTL. The CEC approved the fifth SAPM on February 17, 2010. That SAPM allowed for a connection between the Blythe Energy Plant and the 230-kV BEPTL and approved the conversion of the Buck Substation from a 161-kV operating voltage to 230 kV. The use of the Buck Boulevard Station is subject to a three-year lease from Western, which Western has advised will not be renewed after its May, 2013 expiration date.

This request for staff approval of a minor project modification evaluates the proposed actions from the California Environmental Quality Act perspective. In accordance with Section 1769 of the CEC Siting Regulations (California Code of Regulations [CCR] Title 20, Section 1769, Post Certification Amendments and Changes), this request for approval of insignificant project changes present a description of the proposed modifications, the necessity for the proposed modifications, and an analysis of potential impacts on the environment, nearby property owners, and the general public. This petition also outlines the Project's continued ability to comply with applicable LORS during construction and upon placing the modifications in service, and demonstrates that the proposed modifications will not result in significant environmental impacts. No changes to, or deletions of, any of the Conditions of Certification are necessary as a result of the proposed modifications.

The information necessary to fulfill the requirements of Section 1769 is provided in the sections that follow this introduction:

2. Description, Necessity, and New Information for the Proposed Project Changes
3. Environmental Analysis of Proposed Project Changes
4. Ability to Comply with LORS
5. Potential Effects on the Public
6. List of Property Owners
7. Potential Effects on Property Owners
8. References Cited

2 Description, Necessity, and New Information for the Proposed Project Changes

The Blythe Energy Plant presently interconnects to the Southern California Edison (SCE) operating grid through a 67-mile, 230-kV generation intertie transmission line through the leased Buck Boulevard Substation. Appendix A contains a copy of the executed lease with Western and an email from the Western project manager indicating the lease will not be renewed. Because the lease will not be renewed, and because Blythe Energy would prefer not to permit a separate substation with new ground disturbance, Blythe Energy is requesting permission to construct the GIS that was initially petitioned for and approved in 2007.

2.1 Construction

The following describes the steps necessary to finalize construct the GIS and to switch the interconnection from the Buck Substation to the GIS, providing thereby a connection to the SCE system through the BEPTL. Appendix B includes drawings showing the “as-built” condition of the BEP and BEPTL as interconnected at the Buck Boulevard substation. Appendix C includes drawings showing the general configuration of the GIS and interconnection after the proposed change. The work will be performed during one plant outage. The plant outage is scheduled to begin in March 2013 and last into April 2013 with a duration of 35 days – exact dates will be finalized as the target dates become closer.

The Siting Regulations require a discussion of the necessity for the proposed revision to the BEP and whether the modification is based on information known by the petitioner during the certification proceeding (Title 20, CCR, Sections 1769 [a][1][B], and [C]). There was no information regarding the necessity for these changes known by the petitioner during the certification proceeding. Details by change component follow.

2.1.1 Construction Details

Construction of the GIS

As part of the proposed modifications described above, the current connection to the Buck Substation will be removed. One new 230kV underground circuit and two new 230kV overhead circuits will be installed from the existing GSU transformers over to a new 230kV gas-insulated switchyard that will be located on the south side of the Buck Substation in an already disturbed/graveled area (Figure 2-1). At the two existing combustion turbine generators (CTG) GSU transformer bays, the existing “A”-frame dead-end will be removed and a new “H”-frame will be installed to facilitate the connection to the 230kV underground terminations. At the steam turbine generator (STG) GSU transformer bay, a new H-frame tower will be installed and used in conjunction with the existing A-frame dead-end to facilitate the connection to the 230kV underground terminations. The new 230kV circuits will be routed south up the access road and then east into the new switchyard that will be located between the main plant south side access road and the existing Buck Substation (see Figure 2-1).

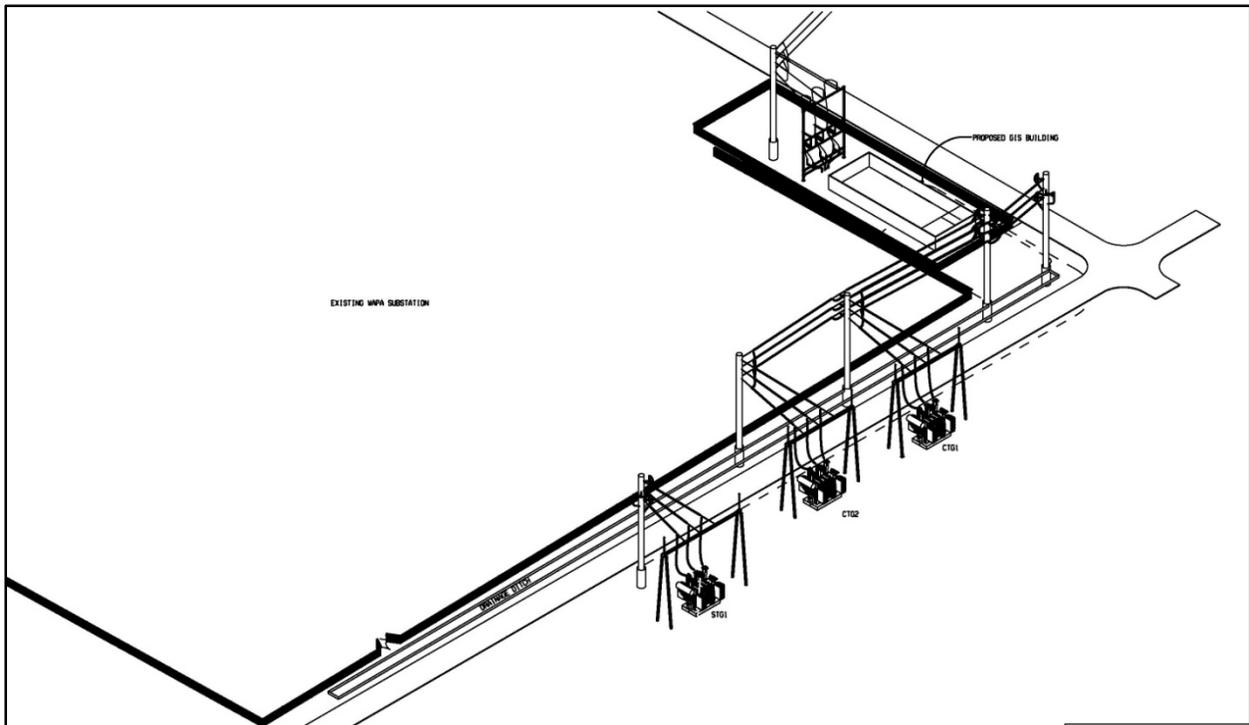


Figure 2-1 Isometric Drawing of Blythe Interconnection using Proposed GIS

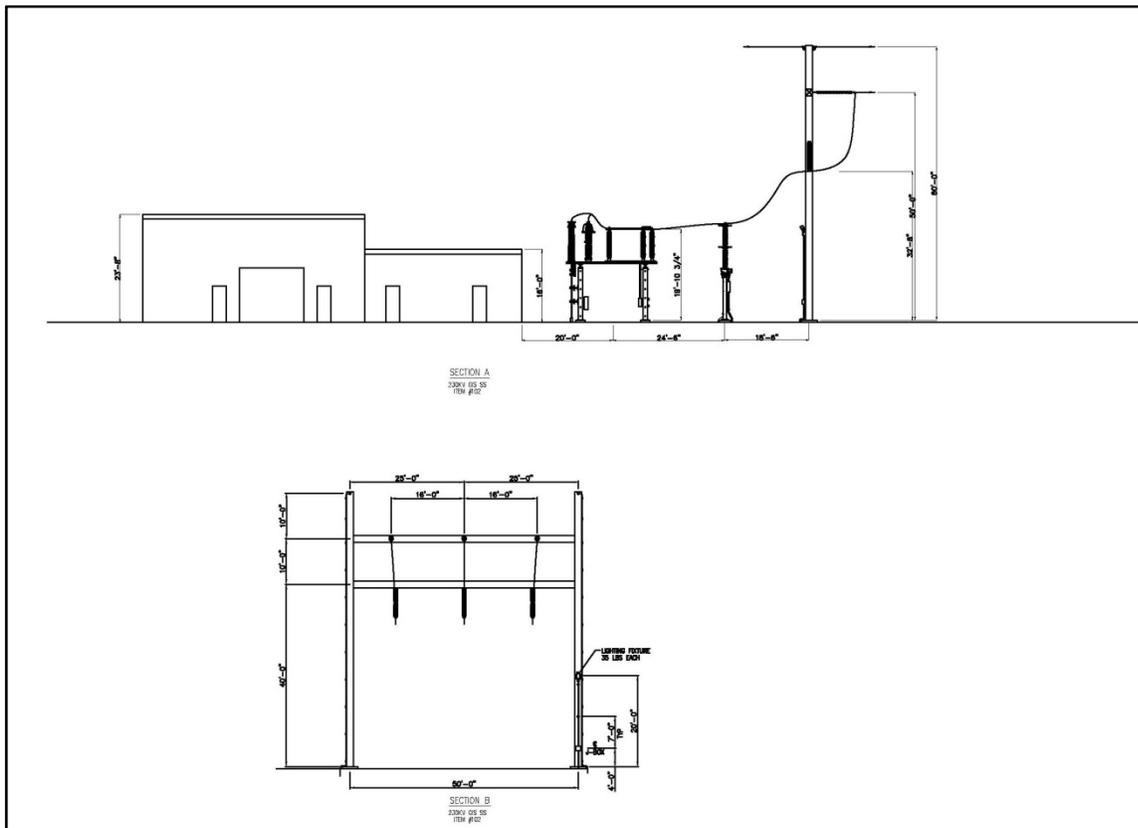


Figure 2-2 Section of Proposed GIS and interconnection

An elevation drawing of the new switchyard is shown in Figure 2-2. The new 230kV switchyard will be configured as a four breaker ring bus; three positions will be used to bring in the circuits from the GSU transformers and the fourth position will be connected to the 230kV overhead Blythe Energy transmission line.

Switching the Connection

The sequencing for the work for the new connection will be as follows:

1. Complete the installation of the new GIS facility.
2. Complete preparations for underground feed from the existing GSUs
3. Pour new T-line structure foundation to the east of the new GIS building.
4. Take an outage on the GSUs and complete the feeds to the new GIS building.
5. Take an outage on the Buck Boulevard Julian Hinds bay and remove the line connection.
6. Relocate the existing T-line dead-end structure to the new foundation on the east of the GIS building and re-terminate the Julian Hinds line to the GIS installation.
7. Commission the UG and OH lines and GIS functionality, coordinate metering and line relaying/RAS schemes with SCE.
8. Final commissioning and place into service.

2.1.2 Construction Access and Other Requirements

The Buck Substation is located immediately adjacent to the Blythe Energy Center. All work will be done within the existing Buck Substation facility. Construction access would be via existing roads (Buck Boulevard and Riverside Avenue; Appendix B). There will be no change in ownership of parcels surrounding the substation site (see Table 2-1).

Table 2-1. Summary of Ownership Differences for Parcels within 1,000 feet of the Perimeter of the Blythe Energy Project Facility

| APN | 2009 Ownership | 2010 Ownership |
|-------------|------------------------|-----------------------|
| 821-120-028 | Sunworld International | Gila Farm Land, LLC |
| 821-120-038 | Sunworld International | Gila Farm Land, LLC |
| 824-101-008 | USA | No Change |
| 824-102-020 | Sunworld International | Gila Farm Land, LLC |
| 824-102-023 | Sunworld International | Gila Farm Land, LLC |
| 824-102-025 | Sunworld International | Gila Farm Land, LLC |
| 824-102-026 | Sunworld International | Gila Farm Land, LLC |
| 824-102-027 | Sunworld International | Gila Farm Land, LLC |

Crew Requirements and Timing A crew of up to 30 people will complete the work using hand tools, backhoes, water trucks, cable pulling equipment, directional bore equipment (within plant property only), foundation drill rigs, cranes and work trucks/vehicles. The underground component will be installed using a directional drilling rig inside the Blythe Energy Plant facility to connect the plant with the GIS.

Table 2-2. Construction Personnel and Equipment Summary

| Construction Element | Personnel | Days | Equipment Requirements |
|--|--------------------------------|-------------|--|
| Construction of the GIS – install slab foundation, erect building, install GIS buswork & equipment, install relaying panels, dress out building electrical system. | 8-10 | 70 | Backhoe, concrete truck, hand tools, foundation drill rigs, crane, work trucks/vehicles, water trucks |
| Switching connection from Buck Substation to GIS and transfer BEP’s electrical system. | 6-10 for underground component | 90 | Backhoe, concrete truck, hand tools, directional bore equipment, work trucks/vehicles, cable pulling equipment, water trucks |
| | 6-10 for overhead component | 15 | Backhoe, concrete truck, hand tools, foundation drill rigs, crane, work tools/vehicles, water trucks |

2.2 Necessity

In 2007 Blythe Energy sought CEC approval of the proposed modification to the Buck-Julian Hinds transmission component such that this component interconnection would be revised from the Buck Substation to a new switchyard to be built at the BEP site. At the time, CAISO had granted approval of the modified interconnection and CEC approved the project change. In 2007, leasing the Buck Boulevard station from Western was not an option. After further discussion with Western, a lease agreement was signed, allowing Blythe Energy to use the Buck Substation. This agreement, which is included as Appendix A, was only for three years and is scheduled to expire in May, 2013. At the time the lease was entered into, Western had indicated no long term need for the substation and there was the possibility of subsequent renewal of the lease. After numerous discussions and a changing renewable energy generation demand profile, Western has indicated that they need the Buck Boulevard substation for their own use, and the lease will not be renewed (email in Appendix A). Therefore, Blythe Energy is requesting permission to revert to its original plan and to install the previously-approved GIS.

2.3 New Information

The lease agreement reached between Western and Blythe Energy will not be renewed, and Blythe Energy is obliged to find another way to establish a reliable interconnection with the SCE system. The previously-approved GIS is therefore once again requested.

3 Environmental Analysis of Proposed Project Changes

This section details, by resource, the potential impacts of the proposed project changes on the environment of the proposed change in substation use. All references to the Conditions of Certification are to the CEC's Final Revised Staff Assessment (CEC 2006a).

3.1 Air Quality

Impacts to air quality from the project as modified with the proposed changes would be essentially the same as the impacts associated with the project as currently approved, e.g., similar construction equipment and operation and maintenance activities. The short-term air quality impacts from construction of this changed interconnection would be limited to construction vehicle emissions and very minor dust (area is graveled or paved), which would be controlled using existing measures. Thus, air quality impacts during construction will be minimal and will comply with state air quality standards. Therefore, the proposed changes would not cause any new air quality impacts above and beyond those already identified and mitigated for in the existing CEC Decision and Conditions of Certification. No changes to or deletions of any air quality Conditions of Certification are required.

3.2 Biological Resources

Project impacts to biological resources will be essentially the same as or less than that those currently approved project impacts for the BEP. Therefore, the proposed changes will not substantially change the impacts to biological resources above and beyond those already identified and mitigated for in the existing CEC Decision and Conditions of Certification.

The BEP property is an already disturbed, gravel-surfaced area. No natural habitats or biological resources are present (CEC 2006b). All work associated with this project modification would take place within the existing BEP and substation site. Therefore, there would be no biological resource impacts.

3.3 Cultural Resources

Impacts to cultural resources due to the proposed changes will be essentially the same as the impacts associated with the BEP as currently approved. Based on a review of previous reports, inventories, and evaluations of cultural resources, there are no cultural resources in the areas where insignificant changes are proposed. Therefore, the proposed changes will not cause new cultural resource impacts above and beyond those already identified and mitigated for in the existing CEC Certification and will not alter any existing or call for any new Conditions of Certification.

Previous reports, inventories, and evaluations of cultural resources in the project area were reviewed, and record searches and intensive surveys have been conducted for an Area of Potential Effects (APE) that includes Buck Substation site. These efforts, which involved literature reviews, records searches, and field surveys, include:

- The original field surveys for the BEP power plant site conducted in 1999 (Pigniolo et al. 1999);
- Background research and initial cultural resources reconnaissance conducted in 2005 along the proposed and alternative BEPTL routes (Carrico et al. 2004);
- Intensive Class III archaeological surveys, including pedestrian surveys and cultural resource inventories, conducted in 2005 along the preferred BEPTL alignment (Carrico and Eckhardt 2006); and
- An additional record search and a Class III cultural resources survey along the BEPTL for proposed realignments and associated changes as an amendment to the 2005 cultural resource investigation (Carrico et al. 2008).

The cultural surveys conducted in 2005 did not result in the identification of previously unidentified cultural resources within the APE; therefore, the proposed modifications to the Buck Substation will not impact any new cultural resources. Therefore, no changes to, or modifications of, any cultural resource Conditions of Certification are required.

3.4 Geology and Paleontology

Literature and archival reviews conducted for the approved project did not provide evidence of any paleontological resources that will be impacted by the proposed modifications to the Buck Substation. Because the proposed changes involve adjustments only within the substation property grounds, they will not cause any new geological or paleontological impacts above and beyond those already identified and mitigated for in the existing CEC Decision and Conditions of Certification. No changes to, or additions of, any geological or paleontological resource Conditions of Certification are required.

3.5 Hazardous Materials Management

Hazardous materials that would be used in small quantities, such as fuels and lubricants, will be staged and used in the construction of the GIS. Appendix F of the approved SAPM-5 contains the standard SWPP Plan measures that will be applied. Storage of such materials, spill prevention and analysis, and transport of hazardous materials to or from the BEP grounds will follow measures outlined in the original certification. No significant or reportable quantities of hazardous materials would remain on site for more than 30 days during either the construction or operations phase of the proposed project. The BEP is a zero-discharge facility and as such is exempt from a requirement to prepare and maintain a SWPP plan. During construction, the existing SWPP for the BEPTL project will be utilized. After construction is complete, the operation of the plant will continue as before, a zero-discharge facility. Proposed modifications to the SWPP plan include that while conducting the proposed modifications to the Blythe Energy Plant, all approved plant procedures will be followed and existing facilities for dealing with spills will be used.

3.6 Land Use

No changes proposed will impact current or future land use given that activities will occur within the BEP property. Therefore, the proposed changes will not cause any new land use impacts above and beyond those already identified and mitigated for in the existing CEC Decision and Conditions of Certification. No changes to or additional Conditions of Certification are required.

3.7 Noise and Vibration

The proposed modifications will not change the noise impact of the Project. The proposed modifications are located in areas that have no permanent residents and there are no additional activities that will generate substantial sustained noise events. No changes to or additional Conditions of Certification are required.

3.8 Public Health

The proposed modifications will not change the location of the Project with respect to residences or other sensitive receptor. The proposed modifications will not change the impact the Project will have on public health. No changes to or additional Conditions of Certification are required.

3.9 Socioeconomics

The proposed modification will not change the impact the Project will have on socioeconomics or on schools, housing, law enforcement, emergency services, hospitals, or utilities. No changes to or additional Conditions of Certification are required.

3.10 Soil and Water Resources

No vegetation clearing, new ground disturbance, or access road construction is required to conduct these changes. Therefore, the proposed changes will not cause a different impact from the existing use of these areas. No additional laydown areas are required. Mitigation measures found in the Drainage, Erosion and Sedimentation Plan/SWPP Plan will be implemented as previously submitted with SAPM-5. No changes to or additional Conditions of Certification are required.

3.11 Traffic and Transportation

The proposed substation modification will not change the impact the Project will have on traffic and transportation. Access from state and county roads will be similar to the approved project and the proposed modifications will not cause substantial changes to construction or operation traffic. The proposed modification will not require the reconfiguration of any access or stub roads. The Buck Substation site is accessible via I-10, existing interchanges, and the existing state and county roads. Therefore, no traffic or circulation impacts will occur from the proposed modifications. No changes will occur in type of vehicles or equipment traveling on these routes, or their structural or cargo specifications. The proposed substation modification will not cause changes to traffic or circulation in the area over that evaluated in the initial application. No changes to or additional Conditions of Certification are required.

3.12 Visual Resources

The proposed GIS modification will occur within the existing substation site and therefore will not change the appearance of the overall project from key observation points. No changes to or additional Conditions of Certification are required.

3.13 Waste Management

All waste management measures proposed in the Amendment Petition and the Conditions of Certification specified in the Final Decision for the BEP are implemented. Therefore, no changes to or additional Conditions of Certification are required.

3.14 Worker Safety and Fire Protection

Construction and operation of the proposed modifications would not change the impact the Project would have to worker safety or cause a change in fire hazard. No changes to or additional Conditions of Certification are required.

4 Ability to Comply With LORS

The proposed project changes discussed in this SAPM are minor and are consistent with all applicable LORS. The findings and conclusions contained in the Commission Decision for BEP (CEC 2001) and the Blythe Transmission Line (CEC 2006a) are still applicable to the Project as modified. Neither of the proposed modifications will require any changes to the Conditions of Certification.

5 Potential Effects on the Public

The proposed modifications will not change the impact of the proposed project or have a significant adverse impact to the public.

6 List of Property Owners

Appendix D provides a list of all property owners whose property is located within 1,000 feet of the perimeter of the Buck Substation in accordance with the CEC Siting Regulations (Title 20, CCR, Section 1769[a][1][H]).

7 Potential Effects on Property Owners

The proposed modification will occur entirely within the Blythe Energy plant property. No change in overall impact to property owners will result from the proposed modifications.

8 References Cited

- Carrico, R., W. Eckhardt, and K. Walker. 2004. Cultural resource survey of the proposed Blythe transmission line project, Riverside County, California. Prepared by Mooney/Hayes Associates, LLC, for Southern California Edison.
- Carrico, R., and W. Eckhardt. 2006. Final Draft Cultural Recourse Inventory of the Proposed Blythe Energy Transmission Project, Riverside County, California. Prepared by Mooney/Jones & Stokes, San Diego, California. Submitted to the BLM, CEC, and Western. Submitted to the Docket on June 14, 2006.
- Carrico, R., F. Budinger, and J. Farrell. 2008. Final amendment to cultural resources inventory of the proposed Blythe Energy Project transmission line, Riverside County, California. Prepared by Tetra Tech, EC Inc. Submitted to the Bureau of Land Management.
- CEC (California Energy Commission). 2001. Commission Decision for the Blythe Energy Project (99-AFC-8).
- CEC. 2006a. Commission Decision on Amendment Petition for the Blythe Energy Project (99-AFC-8).
- CEC. 2006b. Revised Staff Assessment/ Draft Environmental Assessment for the Blythe Energy Project Transmission Line Modifications (99-AFC-8C).
- Pigniolo, A.R., M. Baksh, and J. Dietler. 1999. Cultural Resource Survey for the Blythe Energy Project, Riverside County, California. Manuscript on file at Tierra Environmental Services.
- Western and BLM. 2007. Finding of No Significant Impact and Floodplain Statement of Findings – Blythe Energy Project Transmission Line Modifications Project, Riverside County, California. Western/DOE EA-1522.

Appendix A

Copy of Lease Agreement between Western and Blythe Energy

AUTHENTICATED COPY



**United States
Department of Energy**

**WESTERN AREA
POWER ADMINISTRATION**

**Desert Southwest
Regional Office**

CONTRACT

CONTRACT NO. 09-DSR-11995

BETWEEN

**THE UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
Desert Southwest Region
Parker-Davis Project**

AND

BLYTHE ENERGY, LLC

FOR

FACILITY USE LICENSE FOR BUCK BOULEVARD SUBSTATION

CONTRACT NO. 09-DSR-11995

BETWEEN

**UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
Desert Southwest Region
Parker-Davis Project
Central Arizona Project
Pacific Southwest-Pacific Northwest Intertie Project**

AND

BLYTHE ENERGY, LLC

FOR

FACILITY USE LICENSE FOR BUCK BOULEVARD SUBSTATION

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CONTRACT NO. 09-DSR-11995

BETWEEN

**UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
Desert Southwest Region
Parker-Davis Project
Central Arizona Project
Pacific Southwest-Pacific Northwest Intertie Project**

AND

BLYTHE ENERGY, LLC

FOR

FACILITY USE LICENSE FOR BUCK BOULEVARD SUBSTATION

1. **PREAMBLE:** This Contract is made this 22 day of May, 2009, pursuant to the Acts of Congress approved June 17, 1902 (32 Stat. 388); August 4, 1939 (53 Stat. 1187); May 28, 1954 (68 Stat. 143); August 4, 1977 (91 Stat. 565); and Acts amendatory or supplementary to the foregoing Acts, between the UNITED STATES OF AMERICA, Department of Energy, acting by and through the Administrator of Western Area Power Administration, hereinafter called Western, represented by the officer executing this Contract or a duly appointed successor; and **BLYTHE ENERGY, LLC**, organized and existing under the laws of the State of Delaware (Contractor), its successors and assigns; each sometimes individually called Party and both sometimes collectively called Parties.

2. **EXPLANATORY RECITALS:**

2.1 Western operates and maintains an electrical system known as the Parker-Davis Project Transmission System (Transmission System).

2.2 Contractor desires to obtain an irrevocable license from Western for use of the Buck Boulevard Substation facilities (Buck).

2.3 The Parties desire to provide herein for ownership, operation, maintenance, and replacement of the Buck facility.

2.4 The Parties agreed that Buck will initially be connected to Western's system and will be electrically disconnected prior to the start of a new Purchase Power Agreement with adjacent Balancing Authorities on August 1, 2010.

2.5 The Parties desire to enter into this Licensing Contract (Contract).

3. **AGREEMENT:** The Parties agree to the terms and conditions set forth herein.

4. **TERMINATION/REVISION OF PRIOR AGREEMENT(S):**

4.1 Contract No. 01-DSR-11300, dated June 13, 2002, as supplemented or amended, and other contracts, as they may apply, shall be revised or terminated effective when Contractor electrically disconnects from Western's system.

5. **TERM OF CONTRACT:**

5.1 This Contract shall become effective on May 1, 2010, and shall remain in effect until midnight, May 31, 2013, unless terminated earlier pursuant to subsection 5.2. All obligations pursuant to this Contract incurred prior to its termination shall be preserved until satisfied.

- 5.2 Contractor may terminate this Contract upon twelve (12) months advance written notice to Western after the first year of the Contract. Such notice shall include the date upon which Contractor's facilities are to be disconnected from the Transmission System and removed in accordance with Section 12, herein. The Parties acknowledge and agree that this Contract is an irrevocable license which may be terminated only pursuant to this subsection or Section 13 of this Contract, or expire by its terms.
6. **RIGHT OF ENTRY**: Western, under the terms and conditions specified herein, hereby grants to Contractor, its employees, agents, and subcontractors, a right to enter Western's easements and rights-of-way to perform operation and maintenance of Buck during the term of this Contract. Western has granted Contractor a right of early access to the Buck facility, including the easements and rights-of-way, for the period beginning June 1, 2009, and ending on midnight of May 1, 2010, for the purpose of assessing the Buck Substation and performing make ready work (the "Early Access Period"). Contractor shall provide Western with a formal scope of work to be performed at Buck during the Early Access Period prior to June 1, 2009, for Western's prior review and approval, which approval shall not be unreasonably withheld, conditioned or delayed.
7. **OWNERSHIP**: Ownership of Buck shall remain with Western. Upon termination of this Contract, use of Buck shall return to Western absent a subsequent agreement for an alternative use of the facility.
8. **OUTAGES**: During that portion of the term of this Contract that Buck remains connected to Western's Transmission System, the work being performed under this Contract may result in one or more planned or unplanned outages to the Transmission

System. During that portion of the term of this Contract that Buck remains connected to Western's Transmission System, the Contractor hereby agrees to indemnify and hold Western harmless from any loss and from any liability associated with the curtailment of transmission and/or generation resulting from Contractor or Contractor's agents' actions or failure to act resulting in such outage, including claims from Western's customers, except if such outage is caused by the gross negligence or willful misconduct of Western.

9. **OPERATION OF FACILITIES:**

9.1 During that portion of the term of this Contract that Buck remains connected to Western's Transmission System, the Parties agree to establish standard operating procedures to govern the control and operation of facilities referenced in this Contract, including the Security Regulations attached hereto as Attachment 1.

9.2 The Parties agree that Buck shall be operated by the Contractor, but shall remain in the sole possession of Western. The Parties also agree that, in the case of construction of new facilities or the modification of existing facilities, the Parties shall collaborate and mutually agree to arrangements which result in a reliable and safe operational configuration.

10. **MAINTENANCE AND REPLACEMENT OF FACILITIES:**

10.1 Operation and maintenance of Buck, shall be performed by Contractor or its agent at Contractor's expense during the term of this Contract.

10.2 Contractor shall provide to Western annually its Maintenance Schedule, as well as a layout of its overall maintenance plan.

10.3 Exhibit B.BKB of Contract No. 01-DSR-11300 shall be revised to provide for the change in operation and maintenance responsibilities.

10.4 During that portion of the term of this Contract that Buck remains connected to Western's Transmission System, Western may perform emergency maintenance at Buck in accordance with Contract No 01-DSR-11300.

10.5 Western's existing Maintenance Schedule for Buck will be provided to the Contractor prior to June 1, 2009.

11. **DISCONNECT/RECONNECT COSTS:** Contractor shall be solely responsible for any and all costs for Western to disconnect its transmission line connection in Bay Nos. 5 and 6 from the Buck Substation. Upon termination of this Contract, Contractor shall also be responsible for any and all costs for Western to reconnect its transmission line connection to the Buck Substation, absent a subsequent agreement for alternative use of the facility. Costs to disconnect and/or reconnect to the Buck Substation shall be paid in accordance with Exhibit A.

12. **RESTORATION OF FACILITIES:** Contractor, at its sole expense, shall remove the relevant Contractor owned equipment from Western's facilities and shall restore the facility in or on which the equipment was installed to its original condition or to a condition satisfactory to Western. If the equipment is not removed and the property restored to a satisfactory condition within one hundred twenty (120) days, Western may, at no cost or expense to Western, assume ownership of the equipment and, at its discretion, (i) use the equipment at no cost, (ii) dispose of it in a manner consistent with sound business principles, or (iii) may choose to restore the facilities to its original or satisfactory condition. In the event Western sells salvaged equipment, any funds remaining after deducting Western's costs of removal, disposal, and appropriate allocable expenses, will be returned to Contractor without interest whatsoever. Should sale of the

salvaged facilities fail to meet Western's cost of removal and disposal, Contractor shall pay Western the difference upon demand. If Western chooses to restore the facilities, the Contractor shall pay Western for the cost of restoration upon demand. Contractor agrees to indemnify and hold Western harmless from any loss and from any liability arising from Contractor's failure to remove the equipment.

13. **COMPENSATION:** Contractor shall pay to Western a license fee for use of Buck in the amount of Twenty Thousand Dollars (\$20,000) per month during the term of this Contract. Failure by Contractor to pay such fee thirty (30) days after Contractor's receipt of written notice of such default sent from Western, may at Western's sole discretion result in loss of license and use of Buck by Contractor, and termination of this Contract. Payments shall be made in accordance with Exhibit B, attached hereto.
14. **CONTROL AND POSSESSION OF SYSTEMS:** Western shall remain in possession of Buck, and this Contract shall not be construed to grant Contractor any rights of ownership, control, or possession of Western's system. Notwithstanding the foregoing, Contractor shall, during the term of this Contract, have exclusive use and control of Buck and Western shall have no operational control over any equipment at Buck during the Contract term, except as provided in subsection 10.4 of this Contract.
15. **SPECIAL PROVISIONS:** As part of the negotiation process for the construction, operation, maintenance, and replacement of facilities, the Parties may agree upon additional special provisions associated with such facilities. Such special provisions may include future upgrades, enlargements, betterments, or additional facility construction, exchange of equipment, use of rights-of-way or facilities of either Party, and similar special terms and conditions. All special provisions shall be included in an appropriate

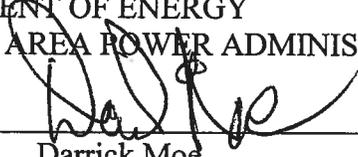
exhibit which details the responsibility of the Parties for ownership, operation, maintenance, and replacement of facilities associated with the special provisions.

16. **AMENDMENTS AND MODIFICATIONS**: This Contract may be amended or modified only by an amendment or modification duly executed by the Parties.
17. **EXHIBITS**: Inasmuch as certain provisions of this Contract may change during the term of this Contract, they will be set forth in exhibits as formulated and modified from time to time and as agreed upon by the Parties in writing. The initial exhibits are attached hereto, and each is incorporated into this Contract in accordance with its respective terms until superseded by a subsequent exhibit. Changes, additions, or modifications to the facilities shall be reflected in new or revised exhibits.
18. **ATTACHMENTS**: Inasmuch as certain terms of this Contract may change during the term of this Contract, they will be set forth in attachments as formulated and modified from time to time and will be distributed in accordance with Provision 40 of Western's General Power Contract Provisions.
19. **GENERAL POWER CONTRACT PROVISIONS**: The General Power Contract Provisions (GPCP), dated September 1, 2007, attached hereto, are hereby made a part of this Contract the same as if they had been expressly set forth herein; provided, that if the provisions in the GPCP are in conflict with this Contract, the terms of this Contract shall control.
20. **SUCCESSOR AND ASSIGNS**: This license shall be binding on the successors or assigns of Contractor and Western; however, it shall not be assigned by Contractor without prior written consent of Western.

21. **AUTHORITY TO EXECUTE**: Each individual signing this Contract certifies that the Party represented has duly authorized such individual to execute this Contract that binds and obligates the Party.

The Parties have caused this Contract No. 09-DSR-11995 to be executed the date first written above.

DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

By  _____

Darrick Moe

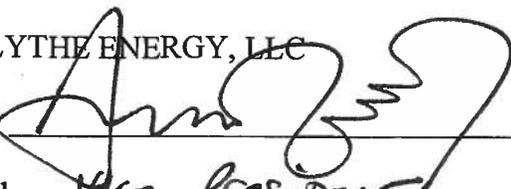
Title Regional Manager

Address Desert Southwest Region

P.O. Box 6457

Phoenix, Arizona 85005-6457

BLYTHE ENERGY, LLC

By  _____

Title Vice President

Address 700 Universe Boulevard

Juno Beach, Florida 33408

DISCONNECT/RECONNECT CHARGES

1. This Exhibit A, effective under and as a part of Contract No. 09-DSR-11995 (Contract), shall become effective on May 1, 2010, and shall remain in effect until superseded by another Exhibit A; provided this Exhibit A or any superseding Exhibit A shall terminate upon expiration of the Contract.
2. Cost incurred for Western to Disconnect/Reconnect at Buck Boulevard Substation shall be paid in advance by the Contractor. The Disconnect/Reconnect Charge shall be in the amount of Fifteen Thousand Dollars (\$15,000) for each occurrence, paid in advance prior to the work to be performed by Western, and in accordance with Section 4 of this Exhibit.
3. The Parties to the Contract may review the Reconnect Charges at the end of this Contract and shall as necessary revise the Reconnect Charges appropriately.
4. If you are sending your payment via **Electronic Funds Transfer (EFT)**, (New York Federal Reserve Bank), please provide your bank with the following information:

ABA (Routing Identifier): 021030004

ALC (Agency Locator Code): 890001602

If you are sending your payment via **Automatic Clearing House (ACH)**, (Richmond Federal Reserve Bank), please provide your bank with the following information:

ABA (Routing Identifier): 051036706

Account Number: 312003
5. This Exhibit A to Contract No. 09-DSR-11995 may be modified in accordance with Section 17 of this Contract.

COMPENSATION

1. This Exhibit B, effective under and as a part of Contract No. 09-DSR-11995 (Contract), shall become effective on May 1, 2010, and shall remain in effect until superseded by another Exhibit B; provided this Exhibit B or any superseding Exhibit B shall terminate upon expiration of the Contract.
2. Western shall invoice Contractor on a monthly basis for the license of Buck Boulevard Substation. Such invoices will be submitted to Contractor for immediate payment in full prior to each month of service under this Contract.
3. If you are sending your payment via **Electronic Funds Transfer (EFT)**, (New York Federal Reserve Bank), please provide your bank with the following information:
 - ABA (Routing Identifier): 021030004
 - ALC (Agency Locator Code): 890001602If you are sending your payment via **Automatic Clearing House (ACH)**, (Richmond Federal Reserve Bank), please provide your bank with the following information:
 - ABA (Routing Identifier): 051036706
 - Account Number: 312003
4. This Exhibit B to Contract No. 09-DSR-11995 may be modified in accordance with Section 17 of this Contract.

SECURITY REGULATIONS

1. If Contractor or Contractor's representative needs to access a Western-owned or controlled facility, the following procedure shall be followed:
 - 1.1 There must be an expressed need to enter the facility.
 - 1.2 Where access is controlled through the use of a Western-issued access control device (i.e. substation key, card key, combination, or any other controlled token necessary to gain access), it shall be requested by Contractor or Contractor's representative from Western's Safety and Security Office.
 - 1.3 If an access control device is provided to the Contractor or Contractor's representative, the Contractor will be responsible to assure only authorized personnel are issued access control devices to the authorized Western facilities.
 - 1.4 If a single-access control device is used to allow access to a Western facility for one or more of a group of individuals employed by the Contractor or Contractor's representative, a record must be kept by the Contractor or Contractor's representative to track use of the access control device. When the access control device is not in use, it shall be kept in a secure location by the Contractor or Contractor's representative.
2. Contractor or Contractor's representative, when granted a Western-issued access control device, has the following responsibilities:
 - 2.1 If an access control device is lost or compromised, it must be reported immediately to the Safety and Security Office. The Safety and Security Office can be contacted by calling Western's reception desk at (602) 605-2525, request

to speak to the Safety and Security Office, or fax the information to (602) 605-2589.

- 2.2 If an individual resigns or is no longer employed by Contractor or Contractor's representative, the access control device is non-transferable and shall be returned to Western's Safety and Security Office immediately.
 - 2.3 If the individual leaves Contractor or Contractor's representative employment and does not return the issued access control device, Contractor or Contractor's representative must immediately notify Western's Safety and Security Office by phone, as described in subsection 2.1 herein.
3. All non-U.S. Citizen Foreign National Contractor or Contractor's employees, sub-contractor employees, consultant or visiting representative participating in work which involves access to Western facilities, or Western information that is not releasable to the public, shall comply with all requirements of the Western Unclassified Foreign Visits and Assignments Program (WAPA O 470.1, Chapter 13, as amended), in Attachment No. 2, attached hereto.
 - 3.1 The Contractor shall provide an accurate and complete Foreign National Data Card, WAPA Form 3000-72, Attachment No. 3 attached hereto, for each of their Foreign National employees that may visit or work at any Western facility. The form must be submitted 30 days prior to the visit or assignment, unless the Foreign National is from a *sensitive* country (See WAPA O 470.1, Chapter 13, as amended, for a web site listing of sensitive countries), and then the form must be submitted at least 45 days in advance of the visit or assignment to the Western Security Manager. Submit WAPA Form 3000-72 to:

Attachment No. 1
Contract No. 09-DSR-11995
BLYTHE ENERGY, LLC

Safety and Security Office
Desert Southwest Region
Western Area Power Administration
615 S. 43rd Avenue
Phoenix, AZ 85009

4. If you have a question regarding these requirements, please call Western's reception desk.
5. These Attachments No. 1, 2, and 3 to Contract No. 09-DSR-11995 may be modified in accordance with Section 18 of this Contract.

WAPA O 470.1E
10-17-05

CHAPTER 13
FOREIGN VISITS AND ASSIGNMENTS

32

1. POLICY. All Foreign Visits and Assignments must be entered into the Foreign Access Central Tracking System (FACTS). This Policy includes all contractors working for Western who are not U.S. citizens.
2. REFERENCES.
 - a. DOE O 142.3, Unclassified Foreign Visits and Assignments.
3. PROCEDURES. FACTS is the official DOE system for monitoring, tracking, and approving all Foreign Visits and Assignments to DOE facilities. Western has access to FACTS through the Corporate Service Office, Safety and Security Office.
 - a. Foreign visits (30 days or less) and assignments (more than 30 days) will be managed consistent with DOE requirements.
 - b. The sponsoring host must complete WAPA Form 3000.72, Foreign National Data Card, and submit it to the Regional Manager or Administrator for signature and then forward to the CSO Security Office, A7700, 30 days prior to the visit or assignment.
 - c. The following information on each foreign visitor and assignee shall be reported:
 - (1) Personal information including date of birth, place of birth, place of employment, and permanent address.
 - (2) Passport, Visa, and Immigration and Naturalization Service information.
 - (3) Detailed explanation of the purpose for the visit or assignment.
 - (4) Actual dates, subjects, and areas to be visited.
 - (5) Name and phone number of the host who will be escorting the visitor or assignee.
 - (6) Any other pertinent information the host feels reportable.
 - d. If the foreign visitor or assignee is from a **sensitive** country, the information must be forwarded to the CSO Security Officer, and then on to the DOE Counterintelligence Office a minimum of 45 days in advance of the visit or assignment for a background check to be completed. DOE Headquarters will have final determination on approving or denying the visit or assignment.

A list of current sensitive countries is located at the following web site
<http://www.cso.wapa.gov/cpo/3700/security/sensitivecountries.htm>.

INSTRUCTIONS FOR PREPARING Foreign National Data Card for Unclassified Foreign Visits and Assignments to WAPA (WAPA F 3000-72#- 6-03)

Routing of Form:

- 1. Requestor- Meeting host initiates the form at least 30-45 days before planned visit
- 2. Regional Manager (or Acting Official) for approval signature
- 3. Original to Regional Safety and Security Office (The Safety and Security office reviews and sends to Pam Garcia- CSO)
- 4. Pam Garcia (CSO- A7700) (Conducts required back-ground checks and approves visit)
- 5. Approval sent to Regional Safety and Security Officer
- 6. Regional Safety and Security Officer notifies host and front desk personnel of approval/denial

To allow time for background checks, this form must be completed at least 30 days for non-sensitive countries visitors, and 45 days for visitors from sensitive countries.

**For more information and a list of sensitive countries go to:
<http://www.cso.wapa.gov/cpo/3700/SECURITY/fva.htm>**

(Failure to complete this approval process may result in denial of visit.)

Section A – PERSONAL DATA INFORMATION

- BLOCK 1. Employee name: Last name; first name, middle name
- BLOCK 2. Select Male or Female: Place a check mark in the appropriate box
- BLOCK 3. Country of Birth: Spell out. No abbreviations
- BLOCK 4. City of Birth: Spell out. No abbreviations
- BLOCK 5. Permanent Address: Self-explanatory
- BLOCK 6. Date of Birth: Month/Day/Year
- BLOCK 7. Social Security Number: Self-explanatory
- BLOCK 8. Country of Citizenship: Spell out. No abbreviations
- BLOCK 9. Passport/Visa/Immigration Number: One must be supplied
- BLOCK 10. Country of Issue of Passport/Visa/Immigration Number
- BLOCK 11. Expiration Date: of above issued document Month/Day/Year

Section B – EMPLOYMENT DATA

- BLOCK 12. International Agreement Code: If one exists the visitor will know it. Not required.
- BLOCK 13. Current Employer/Business Name: Self-explanatory
- BLOCK 14. Business Address: Self-explanatory

Section C – VISIT DATA INFORMATION

- BLOCK 15. Buildings/Sites to be Visited: Be specific (note: Must be escorted by host at all times)
- BLOCK 16. Request Date: Date host is submitting this request for approval
- BLOCK 17. Name and Signature of DOE Host: Must be a supervisor
- BLOCK 18. Purpose of Visit: State clear purpose
- BLOCK 19. Technological Area: Be very specific- DO NOT abbreviate
- BLOCK 20. Start Date of Visit: Month/Day/Year
- BLOCK 21. End Date of Visit: Month/Day/Year
- BLOCK 22. Authorized SES Manager Signature: Regional Manager or SES.
- BLOCK 23. Authorized Approval Signature Pam Garcia –visit not approved without this signature

WAPA F
 3000-72#
 (6/03)

FOREIGN NATIONAL DATA CARD
FOR UNCLASSIFIED FOREIGN VISITS AND ASSIGNMENTS
TO WESTERN AREA POWER ADMINISTRATION
 Please print clearly

| Personal Data SECTION A | | |
|--|-------------------------------------|---------------------------------------|
| 1. Name of Visitor: (Last) | (First) | (Middle) |
| 2. Male <input type="checkbox"/> Female <input type="checkbox"/> | | |
| 3. Country of Birth: | 6. Date of Birth: / / | 8. Citizenship: |
| 4. City of Birth: | 7. Social Security Number: | 9. Passport/Visa/Immigration Numbers: |
| 5. Permanent Address: | | 10. Country of Issue: |
| | | 11. Expiration Date: |
| Employment Data SECTION B | | |
| 12. International Agreement Code: | 13. Current Employer/Business Name: | |
| | 14. Business Address: | |
| Visit Data SECTION C | | |
| 15. Buildings/Sites to be Visited: | | |
| 16. Request Date: | 17. Name and Signature of DOE Host: | |
| 18. Purpose of Visit: | | |
| 19. Technological Area (Be very specific): | | |
| 20. Start Date of Visit: | 21. End Date of Visit: | |
| 22. Authorized SES Manager - Signature: | | Date: |
| 23. Security Office Approval - Signature: | | Date: |

WESTERN AREA POWER ADMINISTRATION
GENERAL POWER CONTRACT PROVISIONS

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Eckert, Penny

From: Hickey, Gary [Gary.Hickey@nexteraenergy.com]
Sent: Tuesday, November 09, 2010 8:45 AM
To: Eckert, Penny
Subject: FW: Buck Boulevard Alternate Location - Cost Estimates and Layouts

This is about as definitive email as I have. The rest is oral.

-----Original Message-----

From: Joshua Miller [mailto:JWMiller@wapa.gov]
Sent: Tuesday, October 19, 2010 3:30 PM
To: Hickey, Gary
Cc: Mayers, D J; Goodwin, John; dleslie@powereng.com; Hayden, Jolly; Gary Bates; Don Byron
Subject: re: Buck Boulevard Alternate Location - Cost Estimates and Layouts

Gary,

Western has no new suggestions for Blythe Energy and believes the only two options are to construct a one-for-one replacement of Buck Substation or to disconnect from Westerns Buck substation at the end of the contract agreement.

Western continues the stance of not exploring a carved out or modified Buck Substation do to the challenges and issues it presents to Western.

If you have any other questions or want to discuss this further please feel free to contact me at any time.

Thank you,

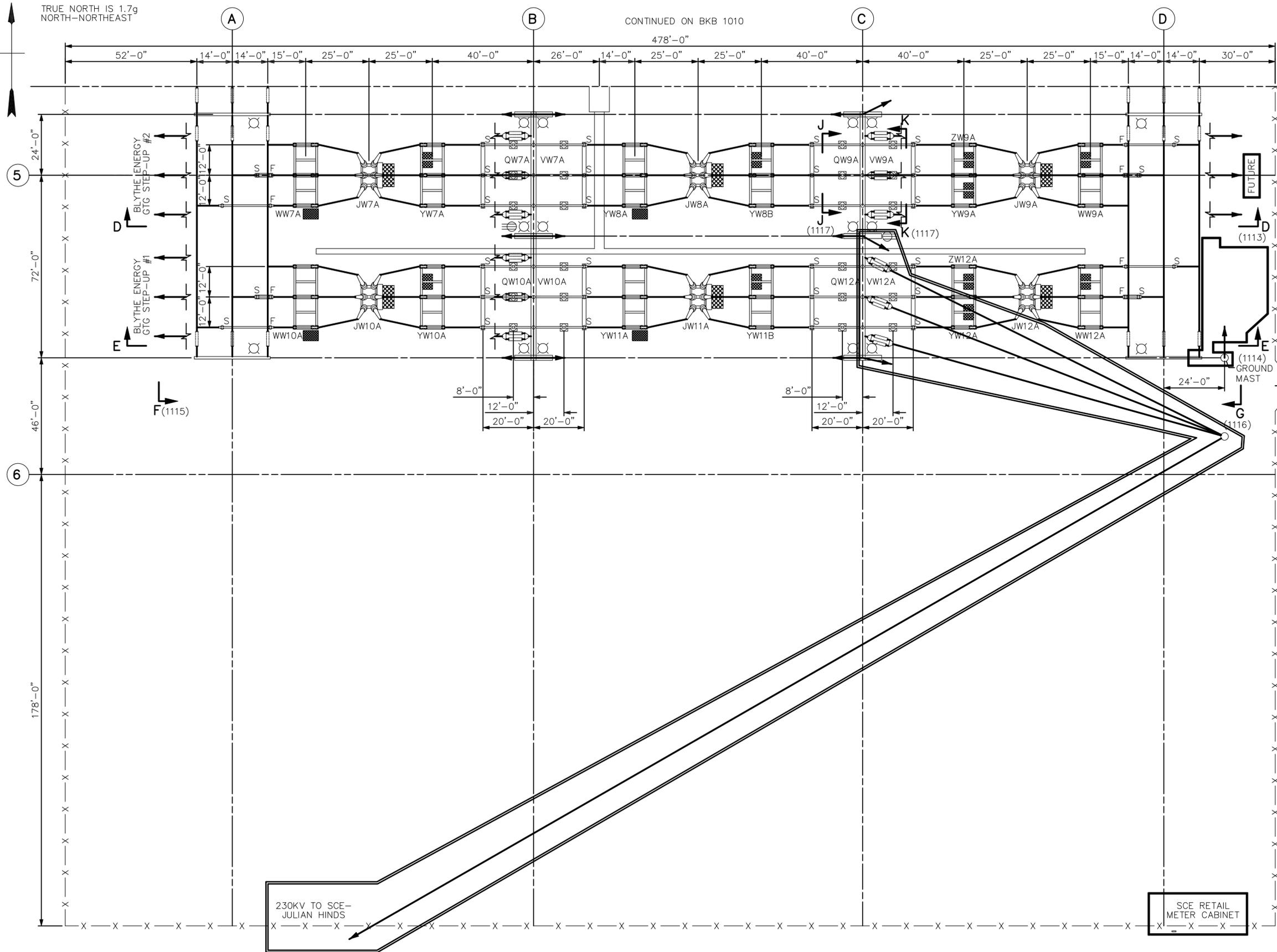
Josh Miller
Project Manager
Department of Energy
Western Area Power Administration
Desert Southwest Region
Email: jwmiller@wapa.gov
Phone: (602) 605-2790
Fax: (602) 605-2727

Appendix B

Drawings Showing As-Built of Western's Buck Boulevard Substation

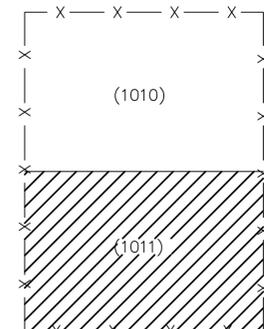


TRUE NORTH IS 1.7g
NORTH-NORTHEAST



CONTINUED ON BKB 1010

478'-0"



KEY PLAN

EXPLANATION

- E --- EXPANSION FITTING
- F --- FIXED FITTING
- S --- SLIP FITTING
- --- LIGHTING UNIT MOUNTED ON STRUCTURE
- ⊕ --- 208V 3-PHASE RECEPTACLE MOUNTED ON STRUCTURE

REFERENCE DRAWINGS

- GENERAL ARRANGEMENT PLAN --- BKB 1000
- 230KV AREA SECTION D-D --- BKB 1113
- 230KV AREA SECTION E-E --- BKB 1114
- 230KV AREA SECTION F-F --- BKB 1115
- 230KV AREA SECTION G-G --- BKB 1116

ISSUED FOR
7/16/10
RECORD

| | | |
|---|------------------|--|
| C | 9-18-09 | CHANGED 161KV TO 230KV ADDED LINE TO JULIAN HINDS |
| B | 11-6-02 G5-MF | RELOCATED SWITCH PLATFORMS |
| A | 6-7-01 A7-KKR | ADDED NOTE TO NORTH ARROW |

UNITED STATES DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
CORPORATE SERVICES OFFICE - LAKEWOOD, COLORADO

BUCK BOULEVARD SUBSTATION
CALIFORNIA

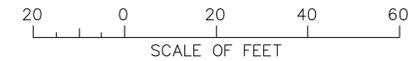
230KV AREA PLAN

DESIGNED S. BONFIGLIO APPROVED R.M. CLARK
ELECTRICAL ENGINEERING MANAGER

JANUARY 4, 2001 BKB 1011

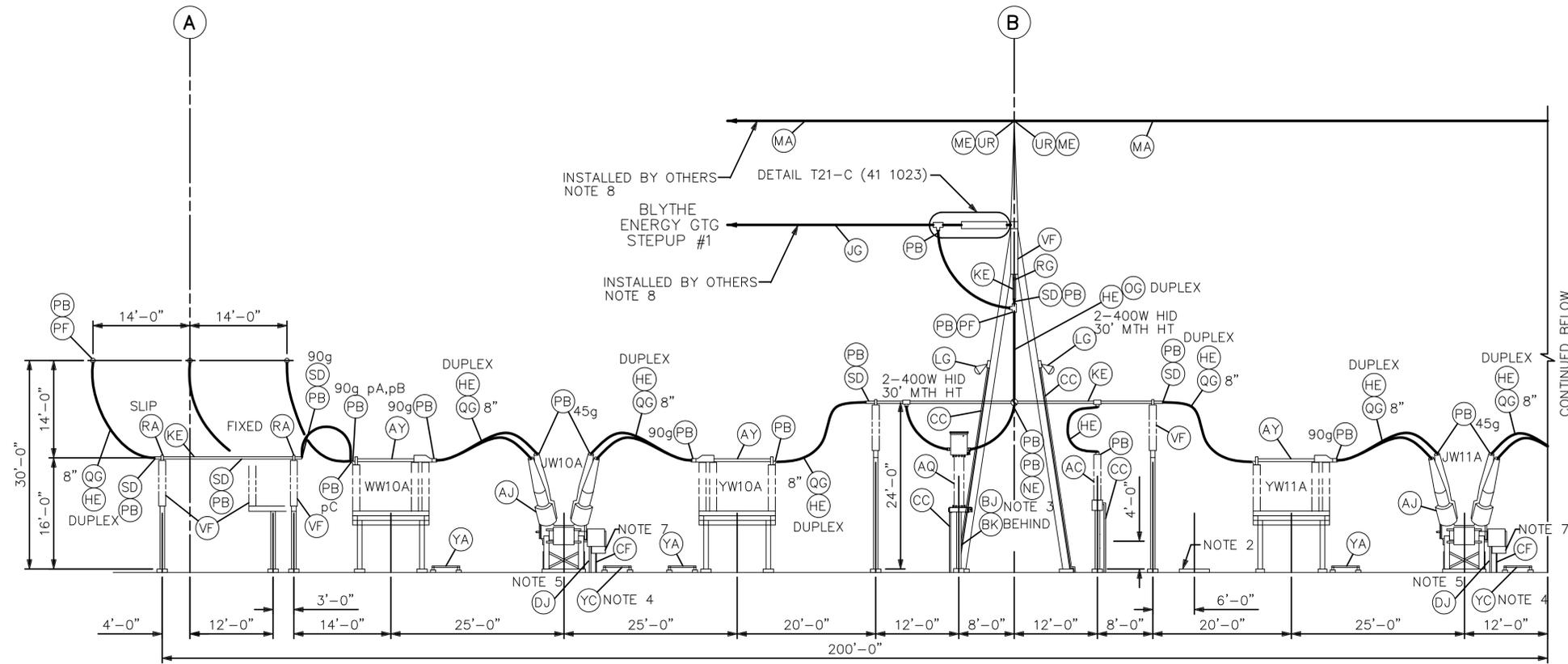
230KV TO SCE-
JULIAN HINDS

SCE RETAIL
METER CABINET



Thu Jun 07 2001 08:40:56 AM S:\Projects\Buck Blvd\Design\Drawings\SubElectrical\bkb_1011a.dwg

Jul 14, 2010 - 11:36am Plotted By: dkorat R:\V\Projects\17575\00\DWG\05 Phys\mb_1114c.dwg Last Saved By: dkorat IMAGES:



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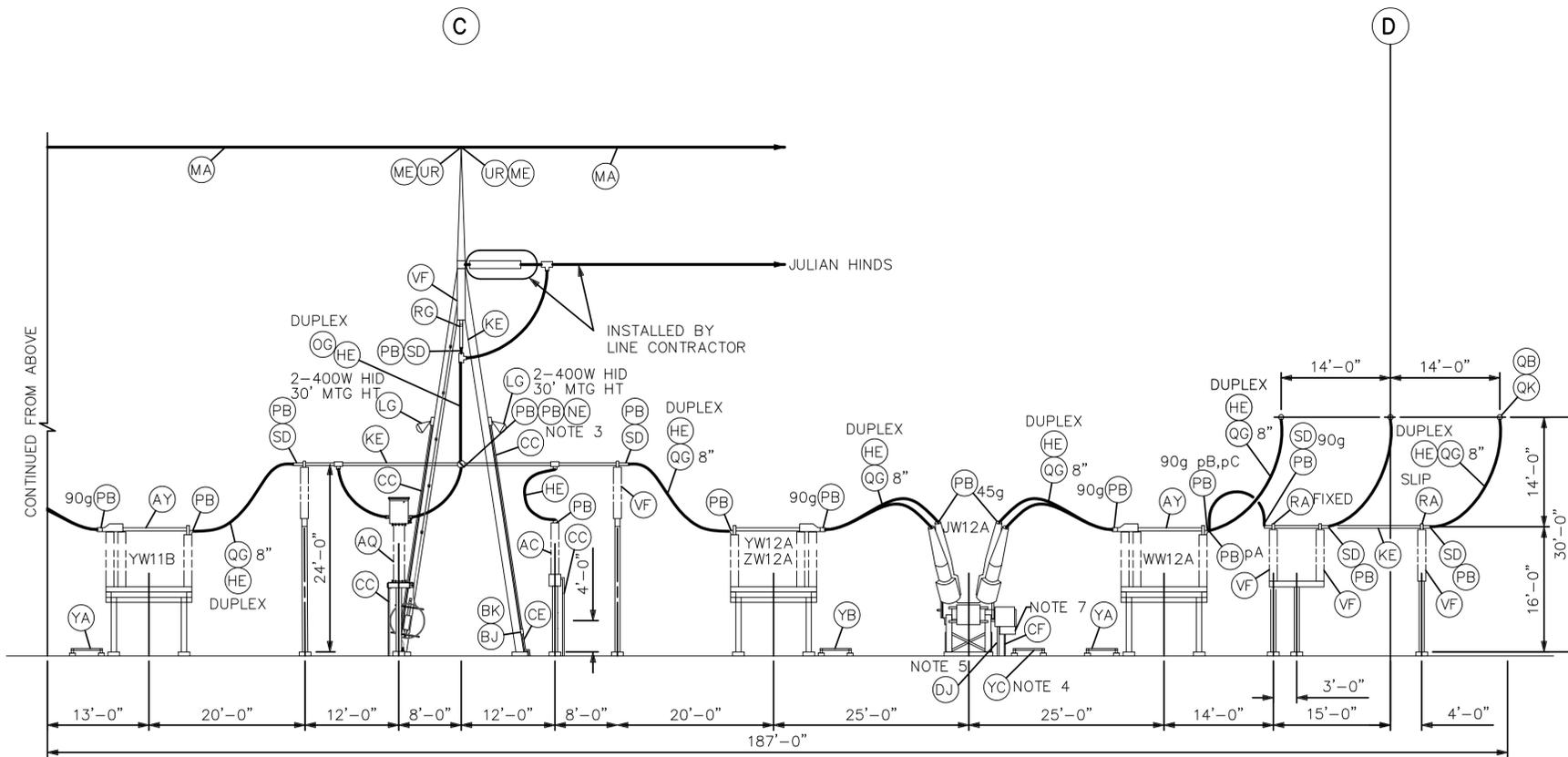
NOTES

1. JUMPER CABLE LENGTHS SHALL BE DETERMINED TO PROVIDE SLACK AS FOLLOWS:
 - A. DETERMINE LENGTH REQUIRED TO INSTALL THE JUMPERS WITH TERMINALS AND SPACERS AS SHOWN.
 - B. ADD A MINIMUM OF 14-INCHES TO THE LENGTH DETERMINED IN A.
2. PRECAST CONCRETE TRENCH, SEE DWG BKB 2500.
3. STAND OFF INSULATOR ASSEMBLY SHALL BE SUPPLIED WITH TWO 4-HOLE NEMA PADS.
4. SEE DRAWING BKB 2925 FOR ACTUAL DIMENSIONS.
5. TWO-4" AND ONE-2", SUNLIGHT RESISTANT. INSTALL EXPANSION COUPLINGS AT BREAKER CABINET.
6. POLYMER INSULATORS WILL BE GOVERNMENT FURNISHED.
7. FIBER OPTIC CABLE TO BREAKER MONITOR/CONTROL BOX.
8. CONTRACTOR WILL INSTALL INSULATOR AND FURNISH AND INSTALL INSULATOR ASSEMBLY HARDWARE, JUMPER, AND JUMPER FITTINGS. CONTRACTOR WILL FURNISH CONDUCTOR AND OVERHEAD GROUND WIRE BUT OTHER ENTITIES ARE RESPONSIBLE FOR INSTALLING THE CONDUCTOR AND OVERHEAD GROUND WIRE FROM THE TAKE-OFF STRUCTURE OUTSIDE THE YARD, BY THE GENERATOR, TO THE TAKE-OFF STRUCTURE INSIDE THE YARD.

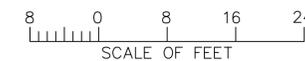
REFERENCE DRAWINGS

EQUIPMENT AND MATERIAL INDEX _____ 31 1100
 230KV AREA PLAN _____ BKB 1011

**ISSUED FOR
6/23/10
RECORD**



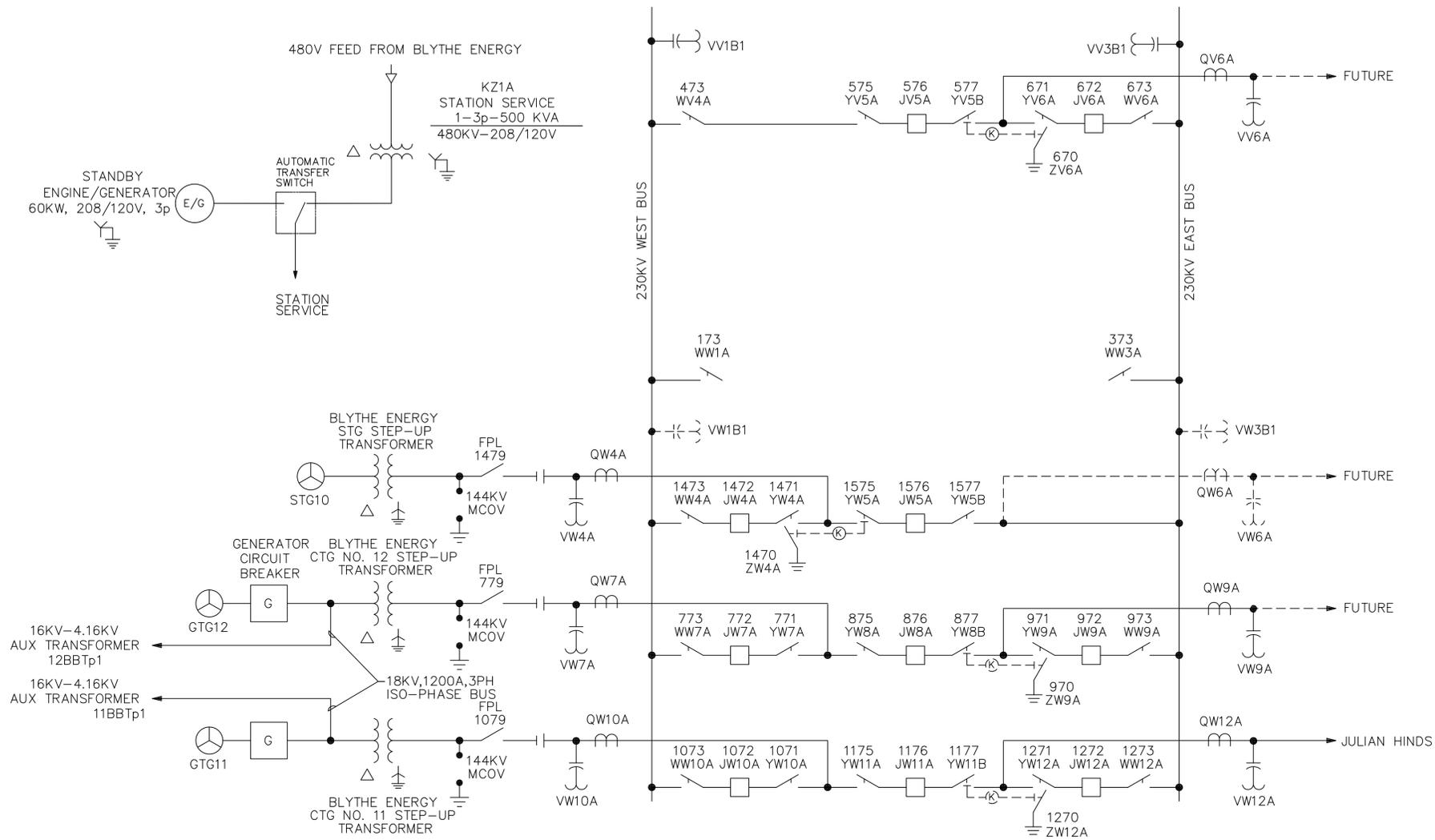
SECTION E-E (1011)



| | | |
|----------|-------------------|-----------------------------|
| C | 6-23-10 PEI | REVISED PER FIELD COMMENTS |
| B | 9-18-09 PEI | CHANGED FROM 161KV TO 230KV |
| A | 10-29-02 GS-MF | MINOR REVISION |

UNITED STATES DEPARTMENT OF ENERGY
 WESTERN AREA POWER ADMINISTRATION
 CORPORATE SERVICES OFFICE - LAKEWOOD, COLORADO
BUCK BOULEVARD SUBSTATION
 CALIFORNIA
230KV AREA
 SECTION E-E

DESIGNED S. BONFIGLIO APPROVED R. CLARK
ELECTRICAL ENGINEERING MANAGER



| TRANSFORMERS | | | |
|--------------|------|---------|-------------------|
| DESIGNATION | KV | MAX MVA | SPEC OR STAGE NO. |
| KZ1A | 480V | 300 | STAGE 01 |

| DISCONNECTING SWITCHES | | | |
|------------------------|-----|----------|-------------------|
| DESIGNATION | KV | CONT AMP | SPEC OR STAGE NO. |
| WV4A, 6A | 230 | 2000 | STAGE 01 |
| WV1A, 3A, 4A | 230 | 2000 | STAGE 01 |
| WV7A, 9A, 10A, 12A | 230 | 2000 | STAGE 01 |
| YV5A, YV5B, YV6A-ZV6A | 230 | 2000 | STAGE 01 |
| YV5A, 5B, 7A, 8A, 8B | 230 | 2000 | STAGE 01 |
| YV4A-ZW4A, YV12A-ZW12A | 230 | 2000 | STAGE 01 |
| YV10A, 11A, 11B | 230 | 2000 | STAGE 01 |
| YV9A-ZW9A | 230 | 2000 | STAGE 01 |

| POWER CIRCUIT BREAKERS | | | | | |
|------------------------|-----|----------|--------------|------------|-------------------|
| DESIGNATION | KV | CONT AMP | SHORT CKT KA | TIME CYCLE | SPEC OR STAGE NO. |
| JV5A, 6A | 230 | 2000 | 40 | 3 | STAGE 01 |
| JW4A, 5A | 230 | 2000 | 40 | 3 | STAGE 01 |
| JW7A, 8A, 9A | 230 | 2000 | 40 | 3 | STAGE 01 |
| JW10A, 11A, 12A | 230 | 2000 | 40 | 3 | STAGE 01 |

| COUPLING CAPACITOR VOLTAGE TRANSFORMERS | | | |
|---|-----|-------------|-------------------|
| DESIGNATION | KV | RATIO | SPEC OR STAGE NO. |
| VV6A | 230 | 1200/2000:1 | STAGE 01 |
| VV1B1, 3B1 | 230 | 1200/2000:1 | STAGE 01 |
| VV4A, 7A, 9A | 230 | 1200/2000:1 | STAGE 01 |
| VV10A, 12A | 230 | 1200/2000:1 | STAGE 01 |

| CURRENT TRANSFORMERS | | | |
|----------------------|-----|-------------|-------------------|
| DESIGNATION | KV | RATIO | SPEC OR STAGE NO. |
| QV6A | 230 | 1000/2000:5 | STAGE 01 |
| QW4A, QW7A, QW10A | 230 | 400/800:5 | STAGE 01 |
| QW9A, QW12A | 230 | 600/1200:5 | STAGE 01 |

ISSUED FOR
6/23/10
RECORD

| | | |
|---|-------------------|--|
| I | 6-23-10 PEI | REVISED PER FIELD COMMENTS |
| H | 8-10-09 PEI | ADD JULIAN HINDS LINE, CHANGE TO 230KV OPERATION |
| G | 5-9-06 G4-CL1 | AS-BUILT |
| F | 6-24-05 G5-JSL | CHANGED IID BLYTHE NORTH AND SOUTH LINES TO FUTURE |
| E | 5-29-02 G5-BKK | CHANGE OPERATION NUMBERS FROM 230KV TO 161KV |
| D | 2-26-02 G5-JSL | ADDED OWNERSHIP AND GENERATOR |
| C | 07/13/01 A7-SB | MOVED CCVT'S VV1B, VV3B FROM C-PHASE TO A-PHASE. |
| B | 11/01/00 | CHANGED LINE POSITIONS, ADDED DISCONNECT SWITCHES |
| A | 10/30/00 | ADDED SECOND IID LINE |

UNITED STATES DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
CORPORATE SERVICES OFFICE - LAKEWOOD, COLORADO

BUCK BOULEVARD SUBSTATION
CALIFORNIA
SWITCHING DIAGRAM

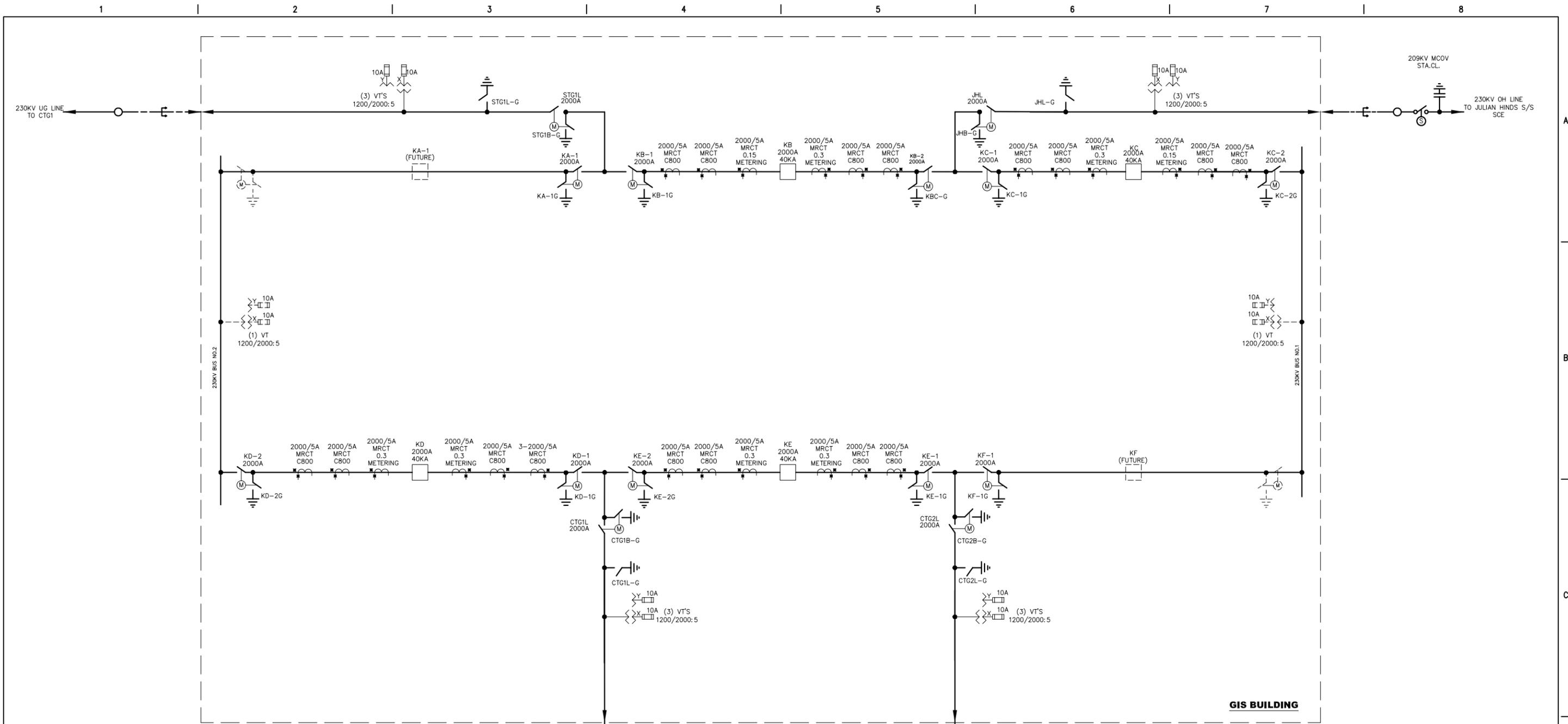
DESIGNED MICHAEL C. LEWIS _____ APPROVED PHIL M. DAVIS _____
DESIGN MANAGER

APPROXIMATE ELEVATION 335 FEET

| | | | |
|------------------|------------------|-----|------|
| C _A E | FEBRUARY 6, 2001 | BKB | 0001 |
|------------------|------------------|-----|------|

Appendix C

Drawings Showing Plan and Switching Diagram for Proposed Change to GIS



LEGEND:

| | | | |
|--|----------------------------------|--|-----------------------------|
| | UNDERGROUND DUCT LINE | | 230KV GAS CIRCUIT BREAKER |
| | CURRENT TRANSFORMER | | LIGHTNING ARRESTOR |
| | MOTOR OPERATED DISCONNECT SWITCH | | POT CIRCUIT |
| | GROUND SWITCH | | CT CIRCUIT |
| | DISCONNECT SWITCH WITH GROUND | | DC TRIP CIRCUIT |
| | VOLTAGE TRANSFORMER | | FIBER OPTICS |
| | FUTURE 230KV GAS CIRCUIT BREAKER | | PROTECTED EQUIPMENT MODEL |
| | | | PROTECTIVE EQUIPMENT SYSTEM |

ISSUED FOR BID

11/11/08

THIS DRAWING WAS PREPARED BY POWER ENGINEERS, INC. FOR A SPECIFIC PROJECT, TAKING INTO CONSIDERATION THE SPECIFIC AND UNIQUE REQUIREMENTS OF THE PROJECT. REUSE OF THIS DRAWING OR ANY INFORMATION CONTAINED IN THIS DRAWING FOR ANY PURPOSE IS PROHIBITED UNLESS WRITTEN PERMISSION FROM BOTH POWER AND POWER'S CLIENT IS GRANTED.

| | | | | | | | |
|-----|----------------|----------|-----|------|-----|------|--------------------|
| 0 | ISSUED FOR BID | 11/10/08 | YP | WDP | SLH | E1-1 | CONCEPTUAL LAYOUT |
| REV | REVISIONS | DATE | DRN | DSGN | CKD | APPD | REFERENCE DRAWINGS |

| | | |
|--------|-----|----------|
| DSGN | WDP | 10/01/08 |
| DRN | RH | 10/01/08 |
| CKD | EA | 10/01/08 |
| SCALE: | | |



| | | | | |
|----------------------------|----------------|-----------|-----|---|
| BLYTHE ENERGY CENTER | JOB NUMBER | 000000-00 | REV | 0 |
| 230KV GIS SUBSTATION | | | | |
| SWITCHING ONE-LINE DIAGRAM | DRAWING NUMBER | E8-1 | | |

| | | | |
|----------------|-----------|-----|---|
| JOB NUMBER | 000000-00 | REV | 0 |
| DRAWING NUMBER | E8-1 | | |

Appendix D

List of Property Owners within 1,000 Feet Affected by BEP Change

Request for Staff-Approved Project Modifications

| Assessor's Parcel Number (APN) | Property Owner's Name | Mailing Street Address |
|---------------------------------------|------------------------------|---|
| 821-120-028 | Gila Farm Land, LLC | 5700 Wilshire Boulevard, Suite 330 Los Angeles, CA 90036 |
| 821-120-038 | Gila Farm Land, LLC | 5700 Wilshire Boulevard, Suite 330 Los Angeles, CA 90036 |
| 824-101-008 | USA | US Dept Of Interior, Washington DC 20401 |
| 824-102-020 | Gila Farm Land, LLC | 5700 Wilshire Boulevard, Suite 330 Los Angeles, CA 90036 |
| 824-102-023 | Gila Farm Land, LLC | 5700 Wilshire Boulevard, Suite 330 Los Angeles, CA 90036 |
| 824-102-025 | Gila Farm Land, LLC | 5700 Wilshire Boulevard, Suite 330 Los Angeles, CA 90036 |
| 824-102-026 | Gila Farm Land, LLC | 5700 Wilshire Boulevard, Suite 330 Los Angeles, CA 90036 |
| 824-102-027 | Gila Farm Land, LLC | 5700 Wilshire Boulevard, Suite 330 Los Angeles, CA 90036 |