

DOCKETED

Docket Number:	16-RPS-02
Project Title:	Appeal by Los Angeles Department of Water & Power re Renewables Portfolio Standard Certification Eligibility
TN #:	213343
Document Title:	LADWP Transaction Confirmation with Shell Energy N. America, LP Effective 8-1-2009
Description:	N/A
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Docketed Date:	8/31/2016

TRANSACTION CONFIRMATION
FOR IMMEDIATE DELIVERY

EXHIBIT A

Shell Energy North America (US), L.P.

Effective Date: August 1, 2009

This Transaction Confirmation is subject to the NAESB Base Contract between Seller and Buyer dated February 1 2008 . The terms of this Transaction Confirmation shall be binding upon execution by the parties.

SELLER:

Shell Energy North America (US), L.P. ("Shell Energy")
909 Fannin, Plaza Level One
Houston, Texas 77010
Attn: Contract Administration
Phone: 713.767.5400
Fax: 713.265.2171
Base Contract No. 010-NG-BS-08129

BUYER:

Los Angeles Department of Water and Power ("LADWP")
Energy Control Center
111 North Hope Street, Room 1148
Los Angeles, CA 90012
Attn: Brad Packer
Phone: 818-771-6555
Fax: 818-771-6510
Transporter: Kern River Gas Transmission Company
Transporter Contract Numbers: 1706,1006

Contract Price:

Fixed price:

- a) The Contract Price is \$9.80 per MMBtu for the quantity documented as Renewable Biomethane ("RB") as metered and delivered from the designated Landfill(s) (see Attachment A) on a monthly basis.
- b) The Contract Price is \$5.80 per MMBtu for the quantity delivered of Standard Baseload gas on a monthly basis that is in excess of documented metered and delivered RB gas from designated Landfill(s).

Delivery Period: Begin: August 1, 2009

End: June 30, 2014

Performance Obligation and Contract Quantity: Seller shall sell to Buyer, and Buyer shall purchase from Seller, 3,500 MMBtu per Day for August 1, 2009 through August 31, 2009 and 8,200 MMBtu per Day for September 1, 2009 through June 30, 2014 ("Contract Quantity") consisting of both RB and Standard Baseload gas as set forth in the Special Conditions. Seller agrees to dedicate solely to Buyer all of the RB that Seller has contracted for with the designated landfills set forth in Attachment A as of the Effective Date of this Transaction Confirmation up to the Contract Quantity hereof. Seller further agrees that all deliveries of RB received by Seller under said contracts with the designated landfills shall be delivered to Buyer under this Transaction Confirmation up to the Contract Quantity. Notwithstanding the foregoing, Buyer and Seller acknowledge and agree that RB is interruptible and is subject to the successful flow of scheduled RB from the facility".

During the Delivery Period hereunder, Seller may offer to Buyer and Buyer may agree to purchase supplementary volumes of RB from an additional landfill facility that is qualified and approved by Seller. Such additional RB volumes would be set forth in an Attachment 'A' to this Transaction Confirmation.

Firm (Fixed Quantity):

☒ MMBtus/Day
☐ EFP

Firm (Variable Quantity):

_____ MMBtus/Day Minimum
_____ MMBtus/Day Maximum

Interruptible:

Up to ☐ MMBtus/Day

Delivery Point(s): Opal

Special Conditions:

General Terms and Conditions and Definitions:

"Project" means any of the four landfill source facilities set forth in Attachment A to the Transaction Confirmation hereof.

"Renewable Biomethane" ("RB"): means gas produced from the Project that:

(i) consists of Landfill Gas, as that term is defined in the California Energy Commission's ("CEC") Renewable Energy Program Overall Program Guidebook (January 2008); and

(ii) contains all the environmental attributes associated with the use of Landfill Gas-derived fuel for the generation of electric power, but excluding (a) any federal or state tax credits associated with the collection, production, transfer or sale of such Landfill Gas, (b) any emission reduction credits required or available for the operation of a Landfill Gas processing facility at the Landfill to collect and process Landfill Gas, and (c) any credits or payments associated with the reduction in or avoidance of Greenhouse Gas emissions at the Landfill, including emission reduction credits, verified emission reductions, voluntary emission reductions, offsets, allowances, voluntary carbon units, avoided compliance costs, emission rights and authorizations, and CO2 reduction and sequestration. For purposes hereof, "Greenhouse Gas" means carbon dioxide (CO2), methane (CH4), nitrous oxide (N2O), hydrofluorocarbons, perfluorocarbons, sulphur hexafluoride, or any other substance or combination of substances that may become regulated or designated as Greenhouse Gases under any federal, state or local law or regulation, or any emission reduction registry, trading system, or reporting or reduction program for Greenhouse Gas emission reductions that is established, certified, maintained, or recognized by any international, governmental (including U.N., federal, state, or local agencies), or non-governmental agency from time to time, in each case measured in increments of one metric tonne of carbon dioxide equivalent.

Standard Baseload gas is the positive difference between the total gas delivery and the RB delivered each month.

The Parties acknowledge that RB, as defined herein, is a qualifying resource under the Buyer's Renewable Portfolio Standard ("RPS") program in effect as of the execution date of this Transaction Confirmation, and neither Party makes any further representation in this regard.

Seller's Support of Buyer's RPS Program: Seller will provide an attestation identifying the specific landfill source, stating the RB source is Landfill Gas, that the RB is injected into a pipeline at the landfill and is measured in BTU's. The parties understand that this RB will be delivered to Buyer through an exchange rather than through direct long-haul transportation. Specifically, the environmental attributes will be unbundled from the gas at or near the landfill source, and the resulting gas without environmental attributes will be sold by Seller in the local market. The gas will be replaced with an equal volume of gas and be re-bundled with the environmental attributes for delivery to Buyer at the specified Delivery Point as RB. Seller shall provide any additional documentation or information related to the supply of RB, to the Buyer, as reasonably required to support Buyer's ongoing reporting compliance with Buyer's RPS program.

If the CEC, through its Renewable Energy Program Overall Program Guidebook (January 2008) or by other means alters its rules or guidelines for renewables compliance and disallows any or all of the RB facilities under this Transaction Confirmation, such action shall neither excuse Buyer from performance of its obligation hereunder nor give rise to any right of Buyer to a refund or any retroactive adjustment of the Contract Price hereof.

Reports, Invoices and Statements: Seller agrees to provide Buyer with a Monthly statement showing the amount of RB as metered from the individual landfill facilities along with the Standard Baseload gas comprising the previous Month's deliveries.

Seller: Shell Energy North America (US), L.P.

By: 

Title:

Date:

Patricia L. Butler - Contracts Manager

Buyer: Los Angeles Department of Water and Power

By: 

Title:

Date:

Director of Resource Planning Procurement and Development

7/27/09

Attachment-A

- (1) Rumpke Sanitary Landfill, located in Cincinnati, OH.
- (2) Fort Smith Landfill, located in Fort Smith, AR.
- (3) Greenwood Farms Landfill, located in Tyler, TX.
- (4) Jefferson Davis Parish Sanitary Landfill, located in Welsh, LA.

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Attachment-B

Seller Representation and Warrantys

Seller represents, warrants and covenants to Buyer that Seller has for the purposes of supplying Buyer under the terms and conditions of this Transaction Confirmation entered into NAESB Base Contracts for the Sale and Purchase of Natural Gas and RB with all of the four landfill facilities, for the dedicated output of RB listed in Attachment A hereof:

- Cambrian Energy / South Tex-Fort Smith Treaters, LLC effective July 21, 2009
- JDP Renewables, LLC effective July 24, 2009
- East Texas Renewables, LLC effective July 24, 2009
- GSF Energy, LLC effective July 23, 2009

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Buyer
acts
dated

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Buyer
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dated

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