

APPENDIX A.2: CITY OF VERNON

TRANSMISSION ENTITLEMENTS

POINT OF RECEIPT-DELIVERY	PARTIES	DIRECTION	CONTRACT-TITLE	FERC	CONTRACT TERMINATION	CONTRACT AMOUNT
1. Mead-Adelanto Project (MAP)	SCPPA, MSR, Vernon (Operating Agent-LA) (7)	Bi-Directional	<ul style="list-style-type: none"> - MAP Joint Ownership Agreement. - Adelanto Switching Station Interconnection Agreement. - Marketplace-McCullough 500 kV Interconnection Agreement. 		As agreed to by the owners and approved by the Project Coordinating Committee.	75 MW
2. Mead-Phoenix Project (MPP)	SCPPA, MSR, Vernon, SRP, APS (Operating Agent-Westwing) (7)		<ul style="list-style-type: none"> - MPP Joint Ownership Agreement - Westwing Substation Interconnection Agreement - Mead Interconnection Agreement - Marketplace-McCullough 500 kV Interconnection Agreement. 		As agreed to by the owners and approved by the Project Management Committee.	
a) Westwing-Mead		Bi-Directional				28 MW
b) Mead Substation		Bi-Directional				47 MW
c) Mead-Marketplace		Bi-Directional				75 MW
3. North to South on COTP South to North on COTP	Vernon, PG&E, TANC, WAPA, City of Shasta Lake, Carmichael Water District, San Juan Suburban Water District, CDWR		COTP Interim Participation Agreement.		Upon execution of a superseding long-term participation agreement or upon a unanimous decision by the executing parties to terminate this Agreement.	121 MW N-S 92 MW S-N

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POINT OF RECEIPT-DELIVERY	PARTIES	DIRECTION	CONTRACT-TITLE	FERC	CONTRACT TERMINATION	CONTRACT AMOUNT
4. Sylmar-Midway (After 12/31/2007).	Vernon, Edison	Bi-Directional	Edison-Vernon PDCI/COTP FTS	272	(1) See Notes	93 MW
5. Sylmar-Laguna Bell - Through midnight December 31, 2002. - After midnight December 31, 2002.	Vernon, Edison	Bi-Directional	Edison-Vernon PDCI/COTP FTS	272	(1) See Notes	93 MW 60 MW
6. Midway-Laguna Bell (After 12/31/2007).	Vernon, Edison	Bi-Directional	Edison-Vernon PDCI/COTP FTS	272	(1) See Notes	60 MW
7. Mead-Laguna Bell	Vernon, Edison	Bi-Directional	Edison-Vernon Mead FTS	207	(2) See Notes	26 MW
8. Victorville-Lugo Midpoint-Laguna Bell Note: Service is reduced to 11 MW on 1/1/2003, unless Vernon elects by 10/1/2002 to extend up to an additional 64 MW of service.	Vernon, Edison	Bi-Directional	Edison-Vernon Victorville-Lugo Midpoint FTS	154	(3) See Notes	75 MW
9. Adelanto-Victorville/Lugo Midpoint (4a)	Vernon, Los Angeles	Bi-Directional	Los Angeles-Vernon Adelanto-Victorville/Lugo FTS		(4b) See Notes	75 MW
10. NOB-Sylmar-Midway Midway-Sylmar-NOB (6)	Vernon, PG&E	Bi-Directional	Transmission Service Exchange Agreement Between PG&E and the City of Vernon	148	(5) See Notes	93 MW N-S 82 MW S-N

Summary - Details are in each Agreement.

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Notes:

- (1) Contract Termination: Upon termination of Vernon's ownership of a portion of the COTP entitlement.
- (2) Contract Termination: Upon termination of Vernon's Hoover Power Sales contract with WAPA; or 12/31/2007 based on proper notice from Vernon to Edison.
- (3) Contract Termination: Upon permanent removal from operation of the Mead-Adelanto 500 kV Transmission Project; or 12/31/2007 based on proper notice from Vernon to Edison.
- (4a) DWP No. 10396.
- (4b) Contract Termination: Upon permanent removal from operation of the Mead-Adelanto 500 kV Transmission Project; or four years prior written notice by either party.
- (5) Contract Termination:
 - 1. This Agreement may be terminated on July 31, 2007:
 - A. By PG&E with one year notice to Vernon, if PG&E has not retained for the remaining term of this Agreement at least a 659 MW transmission entitlement in DC Line at NOB.
 - B. By Vernon, if PG&E's entitlement in the DC Line after July 2007 results in an arrangement for the operation of DC Line as to reduce transmission capability.
 - C. If the DC Line or COTP facilities are retired.
 - 2. In the event City elects to participate in an alternative project that provides City with transmission capability between the Southern Terminus of COTP and Edison's system, City may terminate this Agreement by written notice to PG&E at least five (5) years in advance of such termination.
 - 3. Otherwise, the Agreement remains in effect until September 2042.

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Notes: (continued)

- (6) Transfer capability at Sylmar: In accordance with Section 7.2 of the PG&E-Vernon Transmission Service Exchange Agreement and Section 6.1 of the Edison-Vernon Firm Transmission Service Agreement, Vernon receives the following transmission services:
- a) 93 MW from NOB to Sylmar.
 - b) 82 MW from Sylmar to NOB.
 - c) 93 MW from Sylmar to Laguna Bell (60 MW after midnight December 31, 2002).
 - d) 93 MW from Laguna Bell to Sylmar (60 MW after midnight December 31, 2002).
 - e) 60 MW to Sylmar through the regulating transformers.
 - f) 53 MW from Sylmar through the regulating transformers.
 - g) 93 MW from Sylmar to Midway, after 12/31/2007.
 - h) 93 MW from Midway to Sylmar, after 12/31/2007.
- (7) For information only.