



Keith T. Sampson  
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August 4, 2016

Ms. Kimberly D. Bose, Secretary  
Federal Energy Regulatory Commission  
888 First Street, N.E., Room 1A  
Washington, DC 20426

**Re: Type of Filing Code 10:  
Filing of an Engineering and Procurement Agreement between  
Pacific Gas and Electric Company and RE Mustang Two LLC under  
Service Agreement No. 2100 under FERC Electric Tariff Volume No. 5**

Dear Ms. Bose:

In accordance with Section 205(d) of the Federal Power Act, 16 U.S.C. § 824d(d), and Section 35.13(a)(2)(iii) of the Commission's regulations, 18 C.F.R. § 35.13(a)(2)(iii), Pacific Gas and Electric Company ("PG&E") submits for filing and acceptance the attached Engineering and Procurement ("E&P") Agreement between PG&E and RE Mustang Two LLC ("Mustang") (collectively, the "Parties"). The E&P Agreement was fully executed by the Parties on July 29, 2016. The E&P Agreement will be contained in Service Agreement No. 2100<sup>1</sup> under PG&E's Transmission Owner Tariff, FERC Electric Tariff Volume No. 5.

## **BACKGROUND AND DESCRIPTION OF FILING**

Mustang is planning a photovoltaic generation and battery storage plant project in Lemoore, California, and has requested generation interconnection services for its Mustang 2 Generation Interconnection Project ("Project"). In connection with these services and in accordance with the California Independent System Operator Corporation's ("CAISO") Tariff, Generation Interconnection Procedures, Mustang has requested that PG&E provide an E&P Agreement for the Project.

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<sup>1</sup> PG&E has created Service Agreement No. 2100 as the repository for all of PG&E's E&P Agreements under its Transmission Owner Tariff. For tracking purposes, the eTariff Description for the RE Mustang Two LLC E&P Agreement will be "EP-12."

Ms. Kimberly D. Bose

August 4, 2016

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The E&P Agreement will enable Mustang to engage PG&E in providing engineering and procurement services prior to the execution of the *pro forma* Large Generator Interconnection Agreement. The services under the E&P Agreement include:

1. Completing a project engineering kick-off meeting and a project site walk-down with Mustang;
2. PG&E engineering, design, and procurement related to the scope of work for Participating Transmission Owner's "Interconnection Facilities" as described in the Phase II study report, Appendix A (summarized in Table 1 of the E&P Agreement);
3. PG&E engineering, design, and procurement related to the scope of work for Participating Transmission Owner's "Reliability Network Upgrades" as described in the Phase II study, Appendix A (summarized in Table 2 of the E&P Agreement); and
4. PG&E performing a feasibility assessment at Mustang's cost of certain facilities (summarized in Table-3 of the E&P Agreement).

The E&P Agreement attached hereto sets forth the terms and conditions of the engineering and procurement activities agreed to by PG&E and Mustang. PG&E estimates that it will cost approximately \$3,025,000 to provide the engineering and procurement services outlined above.

In order to manage funding of the E&P services, the E&P Agreement establishes an "Initial Cost Cap" of \$250,000 for PG&E to perform the services. Any amount that PG&E spends in excess of the Initial Cost Cap shall require separate written approval of Mustang prior to incurring such costs.

#### **EFFECTIVE DATE AND TERM**

PG&E requests that the Commission accept this E&P Agreement and set its effective date for August 5, 2016.

#### **ABBREVIATED FILING REQUIREMENTS APPLY**

Because there is no rate change proposed under the E&P Agreement, and Mustang has agreed to the terms and conditions contained therein and concurs with this filing, the abbreviated filing requirements of Section 35.13(a)(2)(iii) are applicable. PG&E is submitting only the information required in paragraphs (b) and (c) of Section 35.13 of the Commission's regulations (18 C.F.R. § 35.13(a)(2)(iii)).

#### **REQUEST FOR WAIVERS**

PG&E respectfully requests that the Commission grant any and all waivers of the Commission's rules and regulations necessary for acceptance of this filing and the E&P Agreement under the Federal Power Act.

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Specifically, pursuant to Section 35.11 of the Commission's rules and regulations, 18 C.F.R. § 35.11, PG&E requests a waiver of the notice requirements set forth in Section 35.3 of the Commission's regulations, 18 C.F.R. § 35.3, to allow the E&P Agreement to become effective on August 5, 2016. No party would be harmed by the Commission's grant of waiver of its notice requirements and an August 5, 2016 effective date comports with the date Mustang would like to initiate service under the E&P Agreement.

### **CONCURRENCE**

By execution of the E&P Agreement, Mustang has represented that it concurs with this filing.

### **NO IMPROPER EXPENSES OR COSTS**

No expenses or costs associated with this filing have been alleged or judged, in any judicial or administrative proceeding, to be illegal, duplicative, or unnecessary costs that are demonstrably the product of discriminatory employment practices.

### **ENCLOSURES**

1. Certificate of Service;
2. eTariff Electronic Filing Package containing all required Tariff Record Content Data, metadata and the following Filing Attachments in PDF for posting on eLibrary:
  - a. Clean version of the Mustang E&P Agreement.
  - b. Supporting documents required pursuant to Section 35.13(a)(2)(iii) of the Commission's regulations.

### **SERVICE**

Copies of this filing have been served upon Mustang, CAISO and the California Public Utilities Commission. In addition, copies of this filing are available for public inspection in a convenient form and place during normal business hours at PG&E's General Office, located at 77 Beale Street in San Francisco, California.

Ms. Kimberly D. Bose  
August 4, 2016  
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## **CORRESPONDENCE**

PG&E requests that all notices, correspondence, pleadings, and other communications concerning this filing be served upon the following:

Keith T. Sampson\*  
Attorney  
Pacific Gas and Electric Company  
Law Department  
Post Office Box 7442  
San Francisco, California 94120  
KTS1@pge.com

PG&E also requests an additional copy of any correspondence and orders be sent to:

Sharon T. Pierson  
Manager  
Electric Transmission Rates Department  
Pacific Gas and Electric Company  
77 Beale Street, Room 1349, MC B13L  
San Francisco, California 94105  
SGT2@pge.com

and

Pacific Gas and Electric Company  
Regulatory File Room  
77 Beale Street, Room 3120, B30A  
San Francisco, California 94105  
LawFERCCases@pge.com

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\* Person designated for official service pursuant to Rule 2010.

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## CONCLUSION

For the foregoing reasons, PG&E respectfully requests that the Commission accept this E&P Agreement for filing and grant an effective date of August 5, 2016.

Respectfully submitted,

/s/ Keith T. Sampson

Keith T. Sampson

Attorney for

PACIFIC GAS AND ELECTRIC COMPANY

P.O. Box 7442

San Francisco, California 94120-7442

Telephone: (415) 973-5443

Attachments and Enclosures

**CERTIFICATE OF SERVICE**

I hereby certify that I have this day caused to be served a copy of the foregoing document upon all affected parties in accordance with the requirements of Rule 2010 of the Commission's Rules of Practice and Procedure and the following:

<b>NAME</b>	<b>ORGANIZATION/ADDRESS</b>	<b>E-MAIL ADDRESS</b>
Harvey Y. Morris Assistant General Counsel	California Public Utilities Commission 505 Van Ness Avenue San Francisco, CA 94102	hym@cpuc.ca.gov
Anthony Ivancovich Deputy General Counsel	California Independent System Operator Corporation 250 Outcropping Way Folsom, CA 95630	aivancovich@caiso.com
Michael Berger Senior Manager, Development	RE Mustang Two LLC 300 California Street, 8 <sup>th</sup> Floor San Francisco, CA 94104	Michael.Berger@ RecurrentEnergy.com

Dated at San Francisco, California, this 4<sup>th</sup> day of August, 2016.

/s/ Joanne M. Myers

Joanne M. Myers  
PACIFIC GAS AND ELECTRIC COMPANY  
77 Beale Street, Room 1351, MC B13L  
San Francisco, CA 94105  
(415) 973-3397  
JMMf@pge.com

July 28, 2016

Helen Kang Shin

RE Mustang Two LLC

c/o Recurrent Energy

300 California Street, 8th Floor

San Francisco, CA 94104

**Subject:       Engineering and Procurement Agreement – Mustang 2 Generation  
                  Interconnection Project, Queue Position 1036 (Q1036)**

Pursuant to the Federal Power Act and relevant Federal Energy Regulatory Commission (“FERC”) regulations, Pacific Gas and Electric Company (“PG&E”) and California Independent System Operator Corporation (“CAISO”) provide generator interconnection services and studies. In accordance with Section 12 of Appendix DD of the CAISO Tariff, RE Mustang Two LLC (“Interconnection Customer” or “IC”) has asked PG&E to provide this Engineering and Procurement Agreement (“E&P Agreement”) for its Mustang 2 Generation Interconnection Project (“Project”) CAISO Queue position 1036 (Q1036). PG&E and IC are each a “Party” and collectively the “Parties” hereunder.

This E&P Agreement provides the terms and conditions for PG&E to provide engineering and procurement services (“Services”) related to certain facilities identified as required for the interconnection of the Project in the Phase II study report for CAISO Queue Position 1036 (Q1036) dated November 24, 2015, and additionally, a feasibility assessment of a gen-tie line between the Project and the Mustang Switching Station (the “Feasibility Assessment”). The initial scope of these Services is defined as follows:

1. Complete a project engineering kick-off meeting and a project site walk-down with the Interconnection Customer.

2. PG&E will begin engineering, design, and procurement related to the scope of work for Participating Transmission Owner's "Interconnection Facilities" as described in the Phase II study report, Appendix A (summarized in Table 1 herein).
3. PG&E will begin engineering, design, and procurement related to the scope of work for Participating Transmission Owner's "Reliability Network Upgrades" as described in the Phase II study, Appendix A (summarized in Table 2 herein).
4. PG&E will perform a feasibility assessment at Interconnection Customer cost of certain facilities including the following tasks (summarized in Table 3 herein):
  - a. Perform a site visit of this area with Land (Planner, Surveyor), T-Line Engineering & Substation Engineering to develop a routing option for two (2) 230kV circuits via existing PG&E easements and via acquisition of additional land rights. Assess line routing from Kent Ave to Avenal Cutoff Rd via both overhead and underground options.
  - b. Provide a recommended pole/tower configuration and a range of structure heights needed.
  - c. Review the planned work around Kent Switching Station to identify and avoid encumbrances.
  - d. Identify clearance constraints on the existing 70kV Henrietta – Kent Switching Station line with PG&E Operations.
  - e. Identify a preliminary width of the overall right of way needed, differentiating between existing PG&E land rights and new land rights to acquire. Note high-level permitting needs to be completed by PG&E and/or IC, as applicable.
  - f. Review the proposed option(s) with PG&E's Asset Owners and Legal teams to incorporate feedback.



- g. Provide a preliminary, order of magnitude unit cost for the related Transmission line work.
- h. Summarize the finding of the above activities in a feasibility study report.

Subject to the terms of this E&P Agreement and Section 12 of Appendix DD, the Interconnection Customer agrees to pay all reasonable costs incurred or irrevocably committed to be incurred by PG&E in performing the Services. PG&E estimates that it will cost approximately \$3,025,000 to perform the Services. In the event that PG&E reasonably determines that the actual costs are likely to be in excess of the above-stated estimated amount, PG&E shall notify the Interconnection Customer as soon as possible of the revised estimated costs and shall not perform any Services that will cause PG&E to incur costs in excess of the original estimate stated above without first obtaining written authorization from the Interconnection Customer to proceed. The Interconnection Customer is authorizing PG&E to spend up to \$250,000 (“Initial Cost Cap”) to perform the Services. Any amounts in excess of the Initial Cost Cap shall require separate written approval of the IC prior to incurring such costs.

PG&E will provide the Interconnection Customer with monthly invoices documenting the total costs incurred during the previous month. Interconnection Customer shall pay the amounts due within thirty (30) days of receipt of the invoice. In case of default on invoice payment, this E&P Agreement may be terminated, and the Interconnection Financial Security may be liquidated. In case of default, the liquidated security may be used to cover irrevocable costs incurred by PG&E, with the remainder subject to forfeiture and refund amounts in accordance with the CAISO Tariff.

Interconnection Customer reserves the right, upon seven (7) days’ advance written notice to PG&E, to require PG&E at any time to stop all Services pursuant to this E&P Agreement, provided that such stop-work order is the result of suspension or termination of construction of the Project. The Interconnection Customer reserves the right, upon seven (7) days’ advance written notice to PG&E, to require PG&E to stop all work related to the Feasibility Assessment should the Interconnection Customer deem the Feasibility Assessment no longer necessary. Upon issuance of any such stop-work order or reduction in scope, Interconnection Customer

shall be responsible for all reasonable costs that PG&E has incurred prior to the stoppage of work.

The Services will be based on specific assumptions and inputs either given to PG&E by the Interconnection Customer or agreed to by the Interconnection Customer if assumptions are suggested by PG&E. PG&E makes no warranty or representation as to the accuracy of the Services; however, PG&E personnel performing the Services shall endeavor to provide accurate information in a timely manner. PG&E will provide the Interconnection Customer with copies of the final documents and work papers related to the Services, upon request.

This E&P Agreement shall be construed and interpreted in accordance with the laws of the State of California, excluding any choice of law rules that may direct the application of the laws of another jurisdiction.

This E&P Agreement shall be binding upon the Parties and their successors and assigns. Either Party may assign this E&P Agreement subject to the conditions set forth in Article 19 of the pro forma Large Generator Interconnection Agreement.

The Parties acknowledge and agree that PG&E's relationship with the Interconnection Customer hereunder shall be that of an independent contractor. Neither Party shall have any power or authority to, and shall not, bind or enter into agreements on behalf of, or otherwise create any debts or liabilities for or on behalf of, the other Party or such other Party's affiliates unless otherwise specifically agreed in writing by the other Party or such affiliate.

CAISO Phase II Study Report description of facilities and required upgrades:

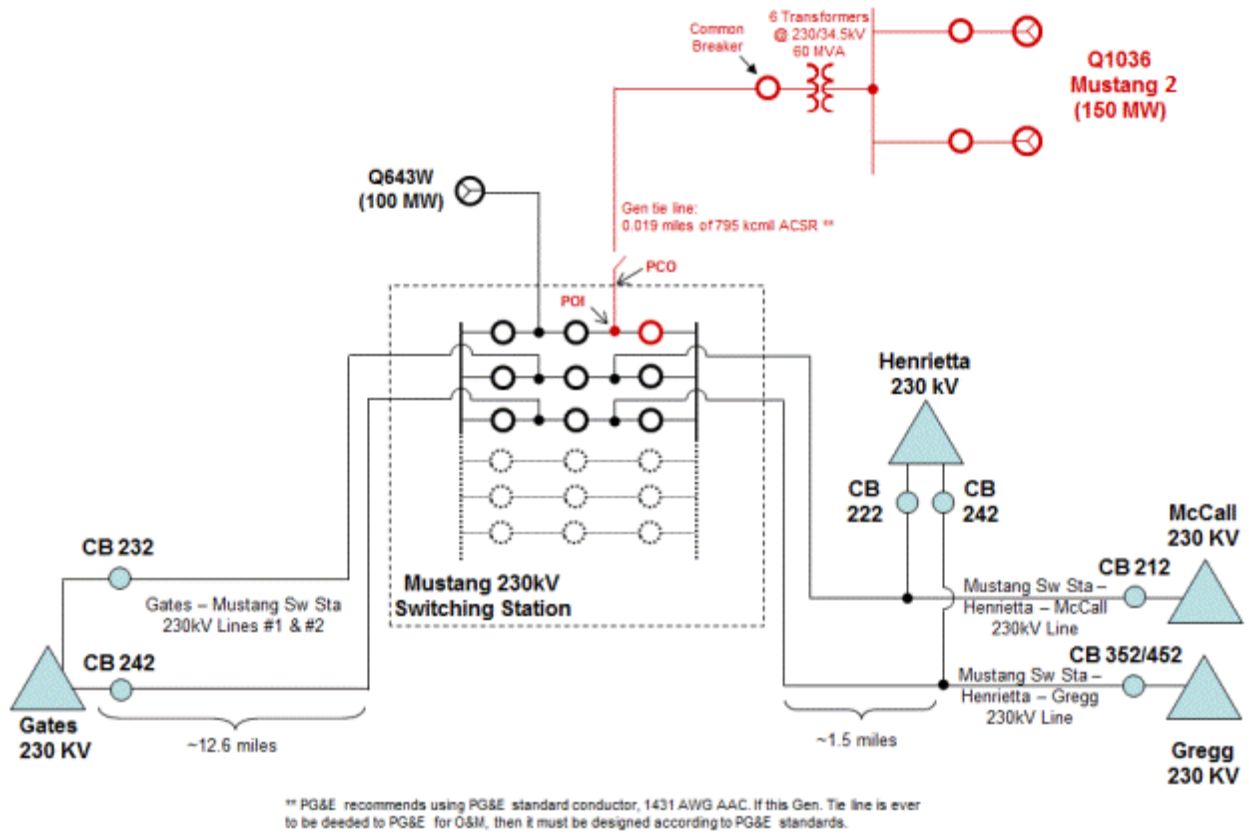
Table 1: Escalated Cost and Time to Construct for Interconnection Facilities (IF)

Type of Upgrade	Upgrade	Description	Cost Allocation Factor	Estimated Cost × 1,000	Escalated Costs × 1,000	Estimated Time (Months) to Construct (Note 1)
PTO's Interconnection Facilities (Note 2)	RE Mustang 230 kV Switching Station	-Install Gen. Tie Lines, Dead-end, Switches, CCVT's, and IPAC Protection -IT: Fiber Termination	100.00%	\$929	\$1,004	21
	Gen-Site	-PG&E Engineering Reviews, Pre-parallel Inspection, PM, SCADA, and Metering -RTU & IT Support	100.00%	\$382	\$413	12
	T-Line	-Work 230 kV Gen-Tie	100.00%	\$285	\$308	21
			<b>Total</b>	<b>\$1,596</b>	<b>\$1,724</b>	

Table 2: Escalated Cost and Time to Construct for Reliability Network Upgrades

Type of Upgrade	Upgrade	Description	Cost Allocation Factor	Estimated Cost × 1,000	Escalated Costs × 1,000	Estimated Time (Months) to Construct (Note 1)
Reliability Network Upgrade	RE Mustang 230 kV Switching Station	-Install (1) 230 kV CB in the BAAH Bay.	100.00%	\$1,112	\$1,201	21
			<b>Total</b>	<b>\$1,112</b>	<b>\$1,201</b>	

**Figure 1: Proposed Single Line Diagram**



**Table 3: Estimated Cost and Time to Complete Gen-Tie Line Routing Feasibility****Assessment**

Type of Scope	Scope Item	Description	Estimated Cost x 1,000	Estimated Time to Complete (Months)
<b>Direct Assignment</b>	Feasibility Assessment of gen-tie routing options at Interconnection Customer request	Option A: Utilize PG&E's existing transmission right-of-ways and a portion of the Kent Switching Station property to construct two (2) separate gen-tie circuits, most likely located underground based on space limitations.	\$100	1.5
		Option B: PG&E to construct new transmission structures to replace the existing transmission structures along 25th Avenue to accommodate the existing 70 kV and 115 kV lines along with two (2) new 230 kV circuits.		
		<b>Total</b>	<b>\$100</b>	
		<b>Grand Total</b>	<b>\$3,025</b>	

If you concur with the arrangements outlined in this letter, please so indicate by signing a copy of this letter in the space indicated below.

Should you have any questions concerning the Services or their related billing issues, please call Bennett Chabot at (415) 973-2010.

Sincerely,

*/s/ David Gabbard*

Dave Gabbard  
Director, Electric Generation Interconnection

- cc: Keith Sampson, PG&E
- Sharon Pierson, PG&E
- Michael Porter, PG&E
- John Galloway, PG&E
- Michael Berger, Recurrent Energy
- Edward Shelton, Recurrent Energy
- Luke Dunnington, Recurrent Energy
- Mitchell Randall, Recurrent Energy
- Kellie Macpherson, Recurrent Energy

I hereby represent that I am empowered to act on behalf of the Interconnection Customer and agree to the above terms and conditions.

**RE MUSTANG TWO LLC**

*/s/ Helen Kang Shin*  
(Signature)

**HELEN KANG SHIN**  
(Name)

**Vice-President**  
(Title)

**July 29, 2016**  
(Date)

If you concur with the arrangements outlined in this letter, please so indicate by signing a copy of this letter in the space indicated below.

Should you have any questions concerning the Services or their related billing issues, please call Bennett Chabot at (415) 973-2010.

Sincerely,

DocuSigned by:  
*David Gabbard*  
A074F3D245E54CF...  
Dave Gabbard

Director, Electric Generation Interconnection

- cc: Keith Sampson, PG&E
- Sharon Pierson, PG&E
- Michael Porter, PG&E
- John Galloway, PG&E
- Michael Berger, Recurrent Energy
- Edward Shelton, Recurrent Energy
- Luke Dunnington, Recurrent Energy
- Mitchell Randall, Recurrent Energy
- Kellie Macpherson, Recurrent Energy

I hereby represent that I am empowered to act on behalf of the Interconnection Customer and agree to the above terms and conditions.

**RE MUSTANG TWO LLC**

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*Helena*

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(Signature)

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**HELEN KANG SHIN**

---

(Name)

---

**Vice-President**

---

(Title)

---

July 29, 2016

---

(Date)

**SUPPORTING DOCUMENTS PURSUANT TO  
SECTION 35.13(a)(2)(iii) OF THE COMMISSION'S RULES AND REGULATIONS**

Because the E&P Agreement between Pacific Gas and Electric Company and RE Mustang Two LLC filed herein contains no rate changes, PG&E is making this filing under the abbreviated filing requirements of Section 35.13(a)(2)(iii) of the Commission's regulations.

**SECTION 35.13(b) - GENERAL INFORMATION**

The general information required under Section 35.13(b) is provided in the body of the transmittal letter of this filing.

*PG&E's responses to Section 35.13(c) is as follows:*

**SECTION 35.13(c) (1) - REVENUE COMPARISON**

There is no revenue change as a result of this filing, so there are no revenues to compare.

**SECTION 35.13(c)(2) - COMPARISON TO OTHER WHOLESALE RATES**

There are no rate changes as a result of this filing, so there are no rates to compare.

**SECTION 35.13(c)(3) – DIAGRAM OF INSTALLED FACILITIES**

There are no facilities installed as a result of this filing.



FERC rendition of the electronically filed tariff records in Docket No. ER16-02375-000  
Filing Data:  
CID: C000388  
Filing Title: E&P Agreement for RE Mustang Two LLC  
Company Filing Identifier: 1077  
Type of Filing Code: 10  
Associated Filing Identifier:  
Tariff Title: Transmission Owner Tariff and Service Agreements (Tariff ID 1100)  
Tariff ID: 1100  
Payment Confirmation:  
Suspension Motion:

Tariff Record Data:  
Record Content Description, Tariff Record Title, Record Version Number, Option Code:  
EP-12, E&P Agreement for RE Mustang Two LLC, 0.0.0, A  
Record Narrative Name:  
Tariff Record ID: 2625  
Tariff Record Collation Value: 2146436096 Tariff Record Parent Identifier: 1436  
Proposed Date: 2016-08-05  
Priority Order: 1000000000  
Record Change Type: NEW  
Record Content Type: 1  
Associated Filing Identifier:

July 28, 2016

Helen Kang Shin

RE Mustang Two LLC

c/o Recurrent Energy

300 California Street, 8th Floor

San Francisco, CA 94104

**Subject: Engineering and Procurement Agreement – Mustang 2 Generation  
Interconnection Project, Queue Position 1036 (Q1036)**

Pursuant to the Federal Power Act and relevant Federal Energy Regulatory Commission (“FERC”) regulations, Pacific Gas and Electric Company (“PG&E”) and California Independent System Operator Corporation (“CAISO”) provide generator interconnection services and studies. In accordance with Section 12 of Appendix DD of the CAISO Tariff, RE Mustang Two LLC (“Interconnection Customer” or “IC”) has asked PG&E to provide this Engineering and Procurement Agreement (“E&P Agreement”) for its Mustang 2 Generation Interconnection Project (“Project”) CAISO Queue position 1036 (Q1036). PG&E and IC are each a “Party” and collectively the “Parties” hereunder.

This E&P Agreement provides the terms and conditions for PG&E to provide engineering and

procurement services (“Services”) related to certain facilities identified as required for the interconnection of the Project in the Phase II study report for CAISO Queue Position 1036 (Q1036) dated November 24, 2015, and additionally, a feasibility assessment of a gen-tie line between the Project and the Mustang Switching Station (the “Feasibility Assessment”). The initial scope of these Services is defined as follows:

1. Complete a project engineering kick-off meeting and a project site walk-down with the Interconnection Customer.
2. PG&E will begin engineering, design, and procurement related to the scope of work for Participating Transmission Owner’s “Interconnection Facilities” as described in the Phase II study report, Appendix A (summarized in Table 1 herein).
3. PG&E will begin engineering, design, and procurement related to the scope of work for Participating Transmission Owner’s “Reliability Network Upgrades” as described in the Phase II study, Appendix A (summarized in Table 2 herein).
4. PG&E will perform a feasibility assessment at Interconnection Customer cost of certain facilities including the following tasks (summarized in Table 3 herein):
  - a. Perform a site visit of this area with Land (Planner, Surveyor), T-Line Engineering & Substation Engineering to develop a routing option for two (2) 230kV circuits via existing PG&E easements and via acquisition of additional land rights. Assess line routing from Kent Ave to Avenal Cutoff Rd via both overhead and underground options.
  - b. Provide a recommended pole/tower configuration and a range of structure heights needed.
  - c. Review the planned work around Kent Switching Station to identify and avoid encumbrances.
  - d. Identify clearance constraints on the existing 70kV Henrietta – Kent Switching Station line with PG&E Operations.

- e. Identify a preliminary width of the overall right of way needed, differentiating between existing PG&E land rights and new land rights to acquire. Note high-level permitting needs to be completed by PG&E and/or IC, as applicable.
- f. Review the proposed option(s) with PG&E's Asset Owners and Legal teams to incorporate feedback.
- g. Provide a preliminary, order of magnitude unit cost for the related Transmission line work.
- h. Summarize the finding of the above activities in a feasibility study report.

Subject to the terms of this E&P Agreement and Section 12 of Appendix DD, the Interconnection Customer agrees to pay all reasonable costs incurred or irrevocably committed to be incurred by PG&E in performing the Services. PG&E estimates that it will cost approximately \$3,025,000 to perform the Services. In the event that PG&E reasonably determines that the actual costs are likely to be in excess of the above-stated estimated amount, PG&E shall notify the Interconnection Customer as soon as possible of the revised estimated costs and shall not perform any Services that will cause PG&E to incur costs in excess of the original estimate stated above without first obtaining written authorization from the Interconnection Customer to proceed. The Interconnection Customer is authorizing PG&E to spend up to \$250,000 ("Initial Cost Cap") to perform the Services. Any amounts in excess of the Initial Cost Cap shall require separate written approval of the IC prior to incurring such costs.

PG&E will provide the Interconnection Customer with monthly invoices documenting the total costs incurred during the previous month. Interconnection Customer shall pay the amounts due within thirty (30) days of receipt of the invoice. In case of default on invoice payment, this E&P Agreement may be terminated, and the Interconnection Financial Security may be liquidated. In case of default, the liquidated security may be used to cover irrevocable costs incurred by PG&E, with the remainder subject to forfeiture and refund amounts in accordance with the CAISO Tariff.

Interconnection Customer reserves the right, upon seven (7) days' advance written notice to PG&E, to require PG&E at any time to stop all Services pursuant to this E&P Agreement,

provided that such stop-work order is the result of suspension or termination of construction of the Project. The Interconnection Customer reserves the right, upon seven (7) days' advance written notice to PG&E, to require PG&E to stop all work related to the Feasibility Assessment should the Interconnection Customer deem the Feasibility Assessment no longer necessary. Upon issuance of any such stop-work order or reduction in scope, Interconnection Customer shall be responsible for all reasonable costs that PG&E has incurred prior to the stoppage of work.

The Services will be based on specific assumptions and inputs either given to PG&E by the Interconnection Customer or agreed to by the Interconnection Customer if assumptions are suggested by PG&E. PG&E makes no warranty or representation as to the accuracy of the Services; however, PG&E personnel performing the Services shall endeavor to provide accurate information in a timely manner. PG&E will provide the Interconnection Customer with copies of the final documents and work papers related to the Services, upon request.

This E&P Agreement shall be construed and interpreted in accordance with the laws of the State of California, excluding any choice of law rules that may direct the application of the laws of another jurisdiction.

This E&P Agreement shall be binding upon the Parties and their successors and assigns. Either Party may assign this E&P Agreement subject to the conditions set forth in Article 19 of the pro forma Large Generator Interconnection Agreement.

The Parties acknowledge and agree that PG&E's relationship with the Interconnection Customer hereunder shall be that of an independent contractor. Neither Party shall have any power or authority to, and shall not, bind or enter into agreements on behalf of, or otherwise create any debts or liabilities for or on behalf of, the other Party or such other Party's affiliates unless otherwise specifically agreed in writing by the other Party or such affiliate.

CAISO Phase II Study Report description of facilities and required upgrades:

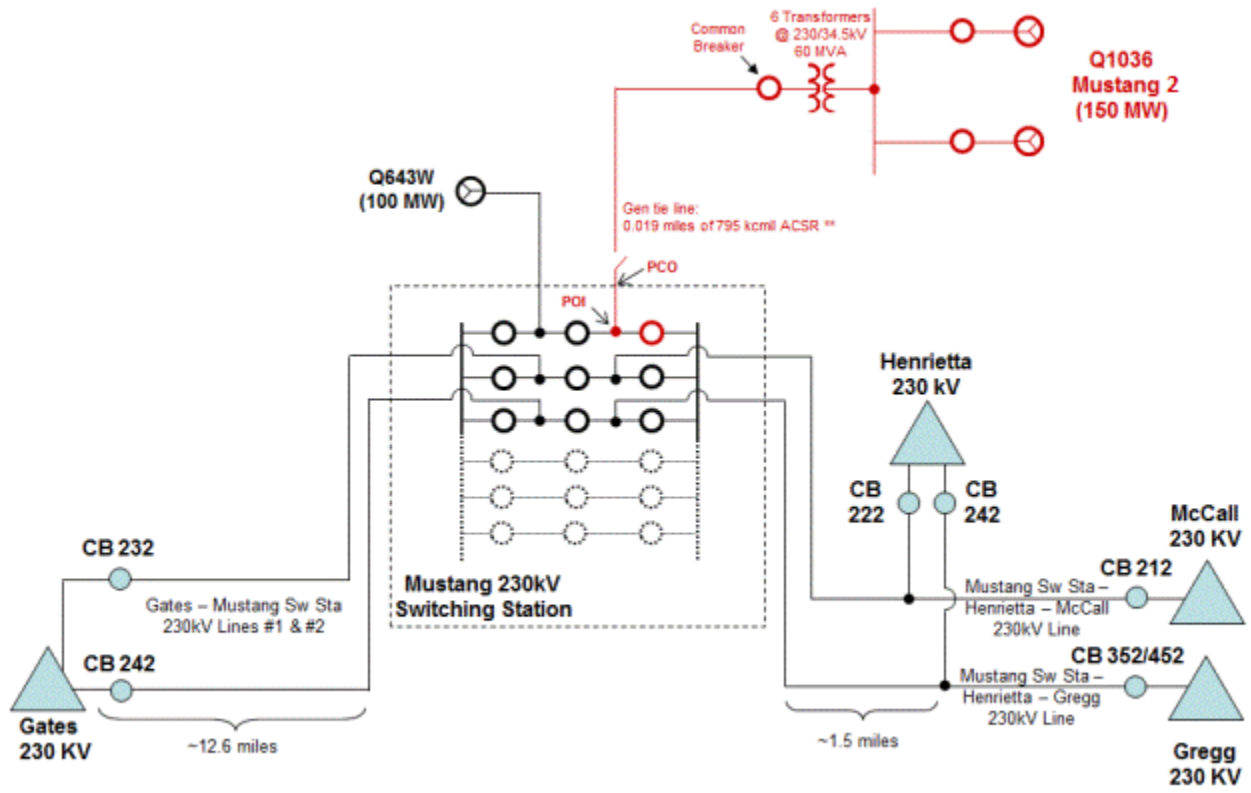
Table 1: Escalated Cost and Time to Construct for Interconnection Facilities (IF)

Type of Upgrade	Upgrade	Description	Cost Allocation Factor	Estimated Cost × 1,000	Escalated Costs × 1,000	Estimated Time (Months) to Construct (Note 1)
<b>PTO's Interconnection Facilities (Note 2)</b>	RE Mustang 230 kV Switching Station	-Install Gen. Tie Lines, Dead-end, Switches, CCVT's, and IPAC Protection -IT: Fiber Termination	100.00%	\$929	\$1,004	21
	Gen-Site	-PG&E Engineering Reviews, Pre-parallel Inspection, PM, SCADA, and Metering -RTU & IT Support	100.00%	\$382	\$413	12
	T-Line	-Work 230 kV Gen-Tie	100.00%	\$285	\$308	21
			<b>Total</b>	<b>\$1,596</b>	<b>\$1,724</b>	

Table 2: Escalated Cost and Time to Construct for Reliability Network Upgrades

Type of Upgrade	Upgrade	Description	Cost Allocation Factor	Estimated Cost × 1,000	Escalated Costs × 1,000	Estimated Time (Months) to Construct (Note 1)
<b>Reliability Network Upgrade</b>	RE Mustang 230 kV Switching Station	-Install (1) 230 kV CB in the BAAH Bay.	100.00%	\$1,112	\$1,201	21
			<b>Total</b>	<b>\$1,112</b>	<b>\$1,201</b>	

Figure 1: Proposed Single Line Diagram



\*\* PG&E recommends using PG&E standard conductor, 1431 AWG AAC. If this Gen. Tie line is ever to be deeded to PG&E for O&M, then it must be designed according to PG&E standards.

**Table 3: Estimated Cost and Time to Complete Gen-Tie Line Routing Feasibility****Assessment**

<b>Type of Scope</b>	<b>Scope Item</b>	<b>Description</b>	<b>Estimated Cost x 1,000</b>	<b>Estimated Time to Complete (Months)</b>
<b>Direct Assignment</b>	Feasibility Assessment of gen-tie routing options at Interconnection Customer request	<p>Option A: Utilize PG&amp;E's existing transmission right-of-ways and a portion of the Kent Switching Station property to construct two (2) separate gen-tie circuits, most likely located underground based on space limitations.</p> <p>Option B: PG&amp;E to construct new transmission structures to replace the existing transmission structures along 25th Avenue to accommodate the existing 70 kV and 115 kV lines along with two (2) new 230 kV circuits.</p>	\$100	1.5
		<b>Total</b>	<b>\$100</b>	
		<b>Grand Total</b>	<b>\$3,025</b>	

If you concur with the arrangements outlined in this letter, please so indicate by signing a copy of this letter in the space indicated below.

Should you have any questions concerning the Services or their related billing issues, please call Bennett Chabot at (415) 973-2010.

Sincerely,

*/s/ David Gabbard*

Dave Gabbard

Director, Electric Generation Interconnection

- cc: Keith Sampson, PG&E
- Sharon Pierson, PG&E
- Michael Porter, PG&E
- John Galloway, PG&E
- Michael Berger, Recurrent Energy
- Edward Shelton, Recurrent Energy
- Luke Dunnington, Recurrent Energy
- Mitchell Randall, Recurrent Energy
- Kellie Macpherson, Recurrent Energy

I hereby represent that I am empowered to act on behalf of the Interconnection Customer and agree to the above terms and conditions.

**RE MUSTANG TWO LLC**

<i>/s/ Helen Kang Shin</i>
(Signature)
HELEN KANG SHIN
(Name)
Vice-President
(Title)
July 29, 2016
(Date)



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