Tribal Renewable Energy – Final Technical Report

Project Title:	Development of a Tribal Energy Plan
Covering Period:	September 30, 2003 through November 30, 2004
Recipient Organization:	Cabazon Band of Mission Indians
Award Number:	DE-FG36-03GO13111
Partners:	None
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1. **Executive Summary:** The Cabazon Band of Mission Indians has embarked upon a comprehensive economic development plan, to include a tribal housing development, resort, convention center, industrial center, parking structure and government complex. Each of these projects represents an opportunity to utilize the energy conservation techniques provided in the Strategic Energy Plan, the development of which was the focus of this project.

2. **Project Overview:** Members of the Cabazon Band of Mission Indians are known for their long-time dedication to the preservation of natural resources. Recognizing their economic expansion as an opportunity to improve energy conservation methods and to explore opportunities for becoming energy self-sufficient, the Tribe sought and was awarded DOE funding for development of a Strategic Energy Plan. The project consisted of eight basic tasks as described in Section 4., below. A comprehensive presentation of the Strategic Energy Plan was made to tribal members and the Tribal Business Committee (the tribal governing board) unanimously adopted it. A copy of the resolution adopting the

plan is included with this report. All tasks have now been completed except for formal approval of the project by DOE, which we are seeking through the filing of these reports.

3. **Project Objectives:** The objective of the project is to establish a comprehensive Strategic Energy Plan for the reservation. The plan will enable the Tribe to make informed decisions in creating and conducting an effective energy management program for the reservation.

4. **Description of Activities Performed:** The project consisted primarily of eight tasks, all of which have been completed by Philip Rentz, consultant, assisted by several key tribal staff members. The tasks included:
    a. Identify current status of energy use.
    b. Project future energy requirements.
    c. Present project at DOE conferences.
    d. Identify long-term, cost-effective energy sources.
    e. Identify tribal administration and organizational requirements for implementing the plan.
    f. Identify energy management training opportunities.
    g. Develop a comprehensive Strategic Energy Plan for the Tribe.
    h. Obtain tribal and DOE approval of the project.

5. **Patents:** No patents resulted or are expected to result from this project.

6. **Conclusions and Recommendations:** As a result of the project, the Tribe concluded that there is a need for further conservation of energy resources and an opportunity, considering the current status of tribal economic development projects, for the Tribe to become more energy self-sufficient. The Tribe is now seeking out methods for conserving energy and exploring opportunities for renewable energy generation.

7. **Lessons Learned:** Working with the consultant on the project educated both tribal members and staff on tribal energy usage, options, and the need for effective energy management. The Cabazon Strategic Energy Plan will be used as a guide and its recommendations will be incorporated into all future economic development activities.

Strategic Energy Plan For the Cabazon Band of Mission Indians

Developed for the Cabazon Band of Mission Indians (CBMI)

In cooperation with the Department of Energy

Under DOE Solicitation Number DE-PS36-03G093003

Compiled by

Philip L. Rentz

September 01, 2004

Chapter

1

CHAPTER 1 - INTRODUCTION

The Cabazon Band of Mission Indians (CBMI), in association with the Department of Energy (DOE), has developed this Tribal Strategic Energy Plan.

As a sovereign Nation, the CBMI has responsibility for energy usage and development on Tribal lands.

CBMI has approximately 50 members. Some of our members reside on the 1,450 acres of Tribal Lands. In 1989 our members per capita income was identified as $4,454. In addition, we were identified as having the seventh highest residential electricity rates among all US reservations (for more data refer to the following web site: ftp://ftp.eia.doe.gov/pub/pdf/renewables/ilands.pdf). Compared with the Nation as a whole, Indian households on tribal lands overall pay essentially comparable rates (on a per kilowatt-hour basis) to those paid by non-Indian households with similar demographics. However, Indian households spend a greater share of income on electricity than do non-Indian households.

Development of the Strategic Energy Plan was conducted by a study team composed of Tribal personnel and expert consulting support from Philip L. Rentz P.E. working in conjunction with assistance from the Department of Energy and input from proponents of various forms of renewable and conventional energy generation.

Vision Statement:

The primary objective of the Strategic Energy Plan is to aide in the social and economic development of our Tribal members through education on energy matters, energy conservation, and development of cost effective sources of energy.

Mission Statement:

The Strategic Energy Plan is to serve as the central and most important element in creating and conducting an effective energy management program for the Cabazon Reservation. The plan's primary objective is to create a long-term sustainable plan for energy self-sufficiency and energy development on Tribal Lands.

The Strategic Energy Plan is to be utilized by CBMI to:

- **Identify ongoing status of energy supply, usage, and cost;**
- **Provide projections of energy requirements;**

- **Provide a means of updating energy related requirements for the Tribal administration and organization; and**

- **Identify opportunities for development of long-term, cost effective sources of energy;**

- **Provide for ongoing training for Tribal members and those staff personnel involved in energy system development, operation, maintenance, and administration.**

Chapter

2

CHAPTER 2 - EXECUTIVE SUMMARY

This chapter provides a summary of this Plan. It presents the guidelines associated with the Strategic Energy Plan along with recommended organizational and energy supply alternatives.

Energy is an essential ingredient in our quality of life and our economic future. By understanding how energy is used currently and what possible changes could take place with or without our control, we can better define how we should deal with this important topic.

Significant improvements have been made during the last decade in energy efficiency and conservation. Our view of energy is undergoing change. We are moving from a world of large supplies of commonly accepted energy sources to a new world of using alternative sources. We are beginning to use energy more wisely in relation to economic and environmental considerations and to accept alternatives to familiar sources.

The purpose of this plan is to serve as a road map to navigate these changing energy times. The CBMI Strategic Energy Plan outlines key issues related to economics and energy use on Tribal land and identifies examples of possible strategies that can impact those issues in a positive way.

Historical and Projected Energy Usage

Based on a review of past billing from the Imperial Irrigation District and design documents and plans for the Fantasy Springs Resort and Casino (FSRC) Project, it was determined that:

- **In the year starting in October 2002 through September 2003, CBMI paid for 14,112 MWH of electrical energy at a cost of $1,408,506.**
- **It is estimated that CBMI's annual power bill will be, approximately, 39,000MWH at a cost of $3,893,000 upon completion of Phase 1 of the FSRC Project.**
- **Upon completion of the remaining, planned phases of the FSRC Project, the annual power bill for CBMI will be, approximately, 70,200 MWH at an annual cost of $7,007,000.**

More detailed information concerning these findings can be found in Appendix A and B.

Energy Market Study

The market analysis performed by Navigant Consulting, Inc. indicates that the average electrical market price for energy will reduce to approximately 4 cents/kWh by 2007 and begin to rise thereafter. It also indicates that a new simple cycle 50MW peaking power plant would have a negative net operating revenue for the first several years and would not have positive annual revenue until 2009.

In comparison, the report indicates that a combined cycle 50MW Project would have a positive net operating revenue from the first year on. However, it also indicates that, in the first several years, the revenue would still be below that needed to generate an adequate investment return.

One of the major conclusions of the Market Analysis is that, given the current projections, the 50MW gas turbine peaking project would require contractual or bilateral market capacity revenue in order to generate adequate investment returns.

The general summary of the Energy Market Study can be found in Chapter 4.

Energy Management Program

The Energy Management Program has been prepared as an overall energy conservation program. This program is a positive, action program that assigns the responsibilities for a wide range of energy reduction activities. These activities include program planning guidance, program performance, and reporting and monitoring.

This program has, more specifically, been prepared to address energy conservation goals by reducing the use of energy resources used principally for heating, ventilating, cooling, heating hot water, and lighting. All identified energy efficient improvements and retrofits are dependant upon the availability of funds to accomplish such action. This program follows the general outline developed by the Department of the Interior, Office of Acquisition Property Management, Buildings/Facilities Energy Management and Water Conservation Plan.

The economic benefits of this program can be demonstrated by reduced or deferred capital expenditure, improved system efficiencies leading to reduced operating costs and fuel saving. With projected energy usage reaching an annual cost of $7,007,000 within the next few years, it becomes apparent that energy efficiency takes on a new meaning for the Tribe. There is an added corporate image benefit from the resulting improvements in system reliability and resource availability.

A more complete description of this program can be found in Chapter 3.

Metering and Service Options

CBMI has identified and implemented energy cost savings by reducing the number of metered services at the FSRC from 13 to two and raising the voltage level at which the new services are provided (see Chapter 6).

Energy Management Program Surveys (see above) should include a review of savings that might be realized through adjustments in local utility metering and services options.

Alternative Energy Service Providers

A major goal of the Strategic Energy Plan is to reduce electricity costs through procurement of lower cost power.

A number of California local governments have issued Requests For Proposals (RFP) for new power supplies. Some of these RFPs have included provisions to aggregate residential and business customers' electricity loads; others have asked bidders to price electricity from renewable energy sources. Power supply proposals have focused primarily on delivering cheaper electricity exclusively to local government buildings and other facilities.

Additional data concerning this item is contained in Chapter 7.

A Request For Proposals has been developed to aid CBMI in identifying possible savings through contracting for competitive energy services (see Appendix D). CBMI may wish to exercise this option at their convenience.

On-Site Construction of Energy Sources

As outlined in Chapter 8, it has been determined by CBMI management, that construction of a conventional, natural gas fired, combined cycle, base load, power plant at the CRRP, should be pursued at this time. A draft Request For Proposals has been prepared for this purpose and can be reviewed in Appendix E.

It has also been determined by CBMI management that they should actively seek contractual agreements for the energy and bilateral market capacity revenue associated with such a plant.

In addition, based on information reviewed in Chapter 8, it has been determined by the CBMI management that the Solar energy option and Biomass energy option are the most logical to be pursued. A Request For Proposals has been prepared for these alternatives and is contained in Appendix F. CBMI may wish to pursue this option in the future when time and funding permit.

Financing

Federal, State and Local laws regulate the basic financial structures for power generating companies. An overview of the general types of financial structures can be viewed in detail on the DOE web site at: http://www.eere.energy.gov/power/pdfs/financial.pdf. Four distinct ownership perspectives were identified for this analysis. Each reflects a different financial structure, financing costs, taxes, and desired rates of return. A description of the four ownership scenarios can be seen in Chapter 9.

In addition, various forms of Grants, loans and rebates are available for developing energy programs and installing both conventional and renewable power plants. Examples of such loans are presented in Chapter 9.

Based on the recommendations that CBMI implement an Energy Management Program, pursue construction of on-site power generation, and create a Tribal Utility, it is further recommended that the programs listed in Chapter 9 should be reviewed and a list of financing options developed as the Energy Efficiency, Power Plant, and organizational options are selected and implemented.

Tribal Utility

Based on financial and operational alternatives identified in Chapters 9 and 10, it is recommended that CBMI staff personnel develop necessary plans and documents and implement a CBMI Power Utility to purchase and distribute power from the power grid and/or generate and distribute power for FSRC use and sell excess on the power grid.

A draft Board Resolution and a draft Organizational Charter have been compiled and can be reviewed in Appendix G.

Training Opportunities:

Several recommendations have been made based on the review and findings associated with the above items. These recommendations were then used to: identify projected strategic energy plan

related roles for tribal administration and organization; and identify opportunities for training tribal members and personnel for energy system administration, operation and maintenance.

Tribal member involvement addressed in this report is limited to: management level activities associated with the Tribal Council and Utility Council; activities related to oversight of the Energy Management Program; and establishment and governance of the Tribal Power Authority.

A summary of proposed organizational roles and related levels of training to accomplish the recommendations are contained in Chapter 11.

Chapter

3

CHAPTER 3 - CURRENT AND PROJECTED ENERGY USAGE/COST

Facilities:

CBMI owns several small businesses and is establishing a tribal housing development, resort hotel with parking structure and an industrial park.

CBMI continues to develop its plans for social and economic diversity, with the current projects in various stages of planning and implementation.

The reservation covers 1,450 acres in parcels spread over 16 miles. One parcel contains the tribal administration office, Public Safety Department and several business enterprises, including entertainment venues: Fantasy Springs Casino and Fantasy Lanes Family Bowling Center. Another parcel is dedicated to the Cabazon Resource Recovery Park, which includes the tribe's First Nation Recovery Incorporated tire-recycling operation. A third major parcel contains the Tribal Housing Development. Brief descriptions of some of the related business enterprises are as follows:

> **Fantasy Springs Resort and Casino: The tribe is currently involved in Phase I of a major development project, which involves remodeling the existing casino along with construction of a hotel and special events center.**
>
> **In 2000, a 70,000 square foot casino expansion, featuring two new restaurants, an entertainment lounge, enlarged gaming areas, 6,000 square feet of meeting rooms, a gift shop and a box office. Casino management believes that an increase in profitability will result from creating an overall entertainment experience. Fantasy Springs Casino is one of the largest employers in the Coachella Valley, providing employment for Indians and non-Indians and donating generously to area organizations.**
>
> **In 2003, the tribe opened a new 15,000 square foot Bingo facility**
>
> ***Phase 1 is to be considered as completed for purposes of identifying current energy usage.***
>
> **Fantasy Lane and family Bowling Center: An important component to the tribe's overall economic diversity is the Fantasy Lanes Family Bowling Center, which has become incredibly popular in a relatively short period of time. A fun child-friendly place, the 40-lane center features state-of-the-art equipment, laser and bumper bowling, video arcade, lounge, pro shop and supervised play area for children.**

Cabazon Resource Recovery Park (CRRP): **In keeping with its long-time commitment to the environment, and with its goals of economic diversity and self-sufficiency, the Tribe has established the Cabazon Resource Recovery park (CRRP), a square mile parcel of reservation land dedicated exclusively to environment-friendly industries**

The CRRP is a carefully planned multi-component, integrated complex of environmentally sensitive industries. The master plan for the CRRP provides for the eventual location of over 30 companies, including recycle/recovery/reuse businesses, manufacturing industries, hazardous waste facilities and infrastructure support companies.

One of the businesses currently located at the CRRP is the tribally owned First Nation Recovery, Inc. (FNRI), established in 1999. FNRI recycles used tires into crumb rubber products, which are used as an addition to asphalt and in recycled rubber products. The first facility to locate at the CRRP, in 1992, was the COLMAC Mecca Biomass power plant, which produces 48 Mw of power, fueled by agricultural. The two businesses together employ approximately 70 people. A third facility, Western Environmental, a petroleum contaminated soil remediation plant, is located in the park, and adds up to 30 additional jobs.

Tribal Housing Development: **One area of the reservation has been set aside as a housing development for tribal members. To date, thirteen homes have been built in the development. As additional homes are built, as well as planned parks and a cultural center, energy efficiency measures should be evaluated and incorporated.**

Current Electrical Energy Usage:

Electrical usage by CBMI, based on power bills received from the Imperial Irrigation District for the period from October 2002 through September 2003 was 14,112 MWH, with a peak monthly demand charge of 3.4 MW and at an annual cost of $1,408,526. (See Appendix A)

Upon completion of Phase 1 of the FSRC Project, that portion of the usage is expected to increase by 5.1 MW to a total of 8.5 MW. When added to the 1MW Demand of the FNR plant at the CRRP, the total estimated power demand becomes 9.5MW (See Appendix B).

If the same proportions of energy and costs continue, this would equate to an annual energy usage of approximately 39,000 MWH at an annual cost of $3,893,000.

Current Gas Energy Usage:

Usage of natural gas by CBMI, based on power bills received from the Southern California Gas Company for the period from October 2002 through September 2003 was 96,201 Therms, with a peak monthly demand of 15,182 Therms and an annual cost of $62,602. (See Appendix A)

By far the largest single requirement for natural gas was at the FSRC. Upon completion of Phase 1 of the FSRC Project, and based on electrical energy usage format, it is expected that the annual gas usage may increase to approximately 240,000 Therms at an annual cost of $174,000.

Even though this is a sizable sum, it is not expected that the usage patterns for natural gas will change significantly, that sizable improvements can be achieved through efficiency improvements due to the recent installation of new equipment, or that the source of supply will

be changed. For that reason, the remainder on this report will deal primarily with electrical energy. However, some comments and data will also be provided for gas usage.

Projected Energy Usage

The loads reviewed for this report include the Cabazon Resource Recovery Park (CRRP), and the Fantasy Springs Resort and Casino (FSRC).

The load for the CRRP is expected to remain at approximately 1MW for the foreseeable future.

Upon completion of Phase 2 of the FSRC Project, that portion of the usage is expected to increase by 5.8 MW to a total of 14.3MW. When added to the 1MW Demand of the FNR plant at the CRRP, the total estimated power demand becomes 15.3MW (See Appendix B).

If the same proportions of energy and costs continue, this would equate to an annual energy usage of approximately 70,200 MWH at an annual cost of $7,007,000.

Chapter

4

CHAPTER 4 - ENERGY MARKET REPORT SUMMARY

Navigant Consulting, Inc. (NCI) was retained by the Cabazon Band of Mission Indians (Cabazon) to prepare an updated long-term forecast of wholesale electricity prices in the Western United States region of the United States. This report provides an updated overview of electricity markets in Northern and Southern California, and includes detailed projections of long-term electricity prices in the region. The report also provides projected energy market revenue and operating costs for the Cabazon peaking project. Where energy calculations and financial assumptions were needed, a 45 to 48 MW LM 6000 peaking project was used as the example.

At the time of the original study, Western power markets were in crisis with persistent supply shortages and significant energy price volatility. The high prices witnessed during late 2000 through mid-2001 spurred significant new entry in California generation markets. That entry occurred in response to apparent profit opportunities from the supplier's perspective, and in response to risk management opportunities from the perspective of load-serving entities. With the additional new entry, more normal price patterns in natural gas markets, and the emergence of material demand curtailment, electricity prices in California power markets have settled down.

The updated Reference Case market assessment again relies upon computer simulation of WECC electricity markets. The forecast accounts for a current outlook of natural gas prices, and reflects current market supply and demand conditions. The assessment also includes a projection of near-term and long-term market entry in each WECC market region. The forecast reflects median-year conditions throughout the study period. It reflects weather-normalized energy demand and normal forced and unforced outage rates for generators. As such, forecast electricity prices will tend to be less volatile than actual prices seen in the market under current conditions.

Projected electricity prices are illustrated in Figure ES-1. During early and intermediate years of the study period, electricity prices are projected to decline and to exhibit reduced volatility. That pattern occurs due to new market entry throughout the WECC, and due to lower natural gas prices. Electricity prices reach their lowest level in 2007, when a number of projected natural gas prices hit their lowest levels of the study period. Price levels rebound over the next two years as entry levels begin to lag due to reduced profitability. Beginning in 2009, supply and demand levels are projected to come into balance. Beyond that period, the amounts and timing of additional market entry are consistent with equilibrium profitability targets. For the remainder of the study period, electricity prices increase with real escalation in natural gas prices, and exhibit increased volatility as the effects of current supply surpluses dissipate.

The market simulations prepared by NCI are used to project long-term wholesale electricity prices throughout the WECC region, and to measure economic performance of investments in existing and new generating resources. Figure ES-1 provides a summary of projected energy prices in Northern and Southern California markets.

FIGURE ES-1

Projected Northern and Southern California Energy Prices
NCI WECC REFERENCE CASE

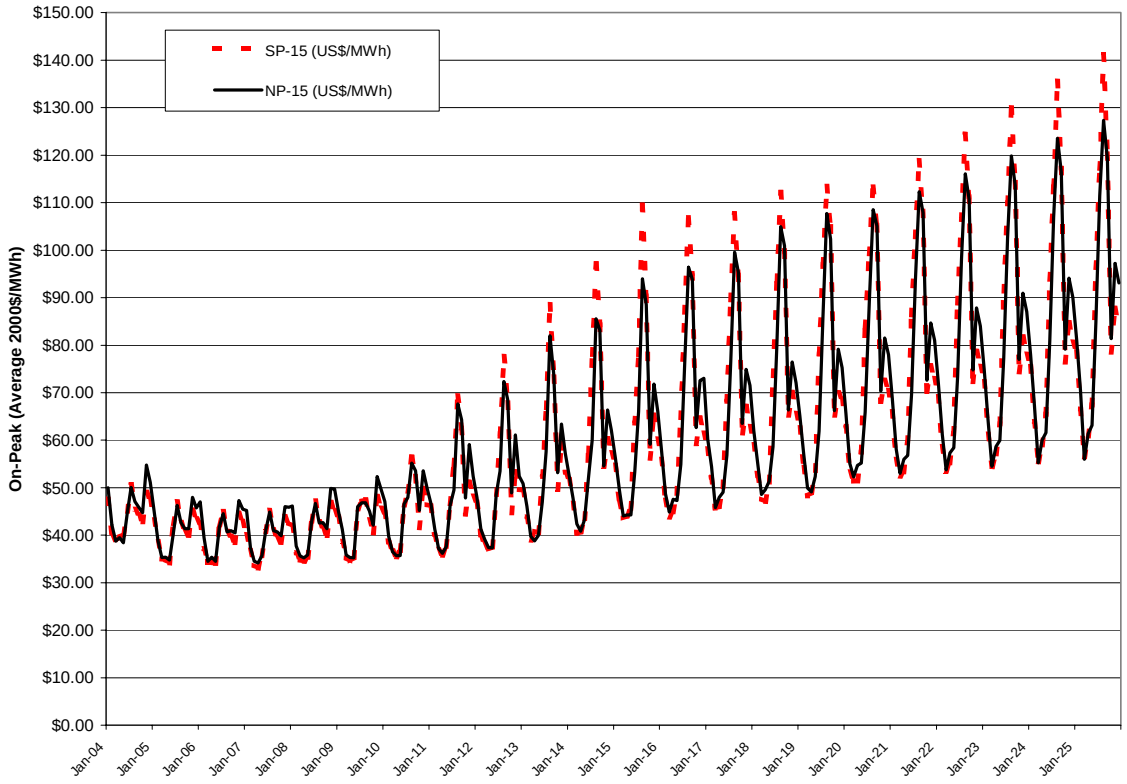


Figure ES-2 provides a comparison of projected power prices under current conditions and those projected in the summer of 2001 when the original Cabazon study was completed. As shown, currently projected power prices are lower than in the previous study for all years through 2015, with only small differences between the two forecasts in late study years.

Figure ES-2
Comparison of Projected SP15 Power Prices
Current Projections vs. July, 2001 Projections

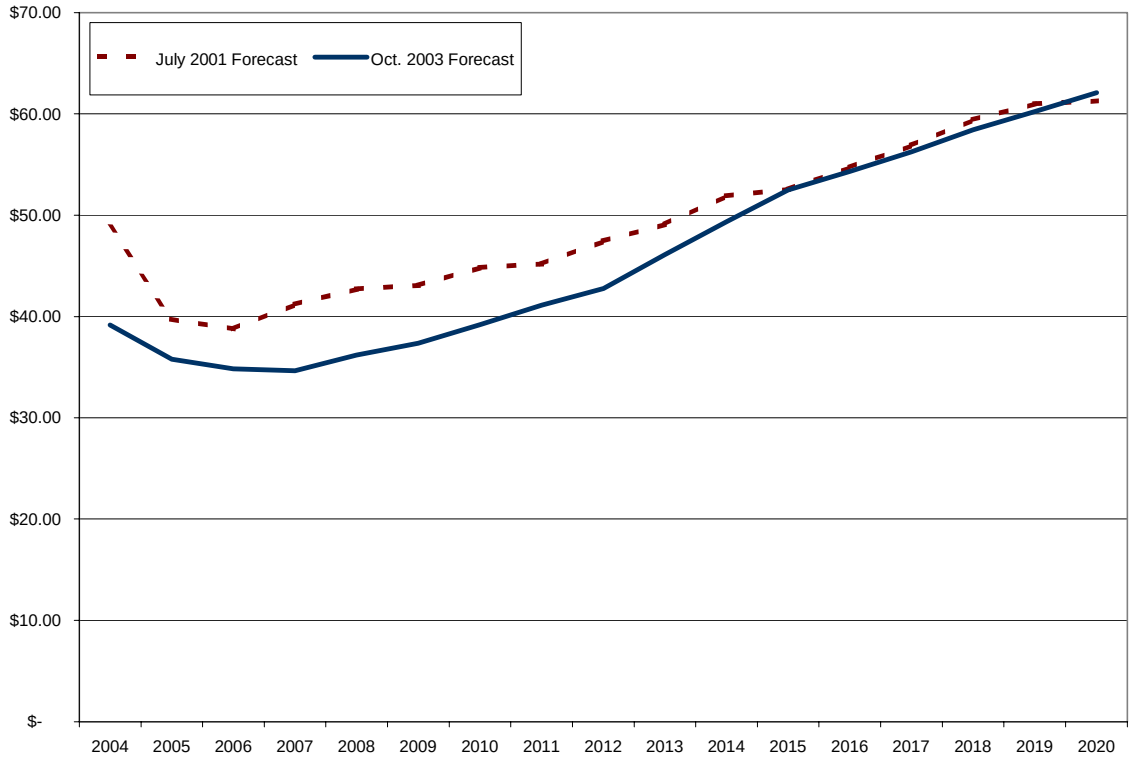


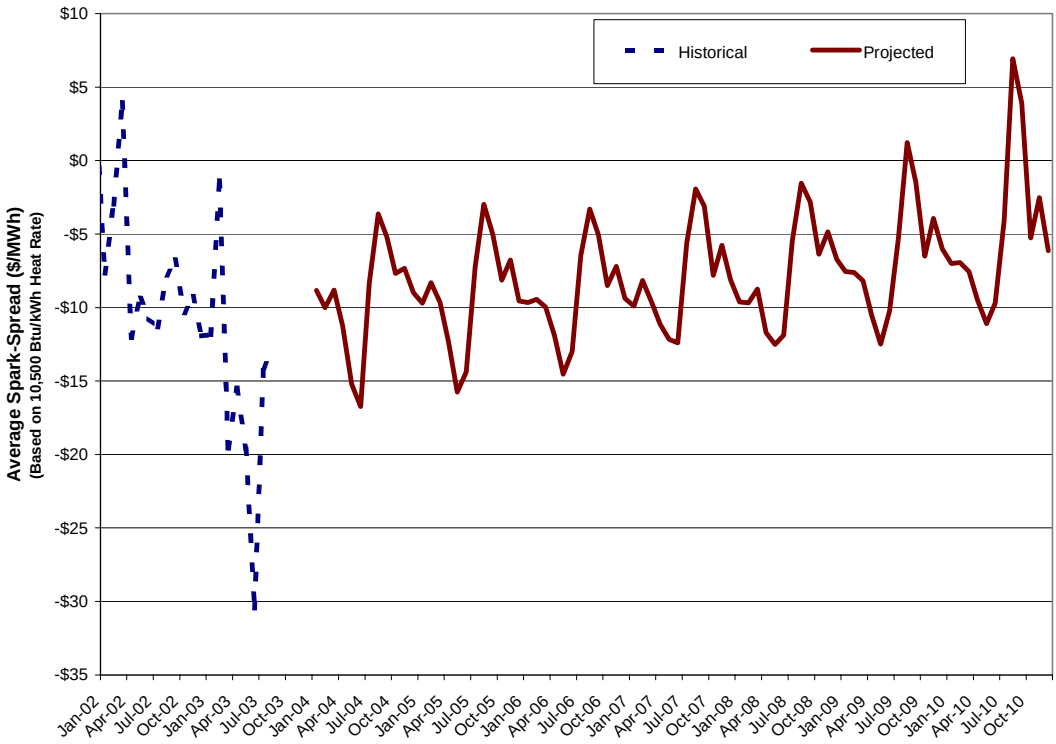
Figure ES-3 shows historical and projected spark-spreads in SP15 for the 2002 through 2010 period. As shown, the price cost margin has been decreasing in the last year, but is projected to rebound and increase marginally throughout the study period

Figure ES-3

Projected Southern California Spark-Spread

(Based on 10,500 Btu/kWh heat rate)

NCI WECC Reference Case



Figures ES-4 and ES-5 illustrate projected economic performance of the Cabazon peaking project. As shown, new operating profits for the project are now projected to be at suppressed levels in early study years, and to rebound slowly throughout intermediate and late study years. Given the current projections, the project would require contractual or bilateral market capacity revenue in order to generate adequate investment returns. Over the long-term, it is difficult for peaking projects to earn adequate investment returns on the basis of merchant energy sales alone. Such projects typically require long-term tolling or power purchase agreements with explicit capacity payments in order to be economically viable.

Figure ES-4

Cabazon Peaking Project

Projected Net Operating Revenue ($/kW/Year)

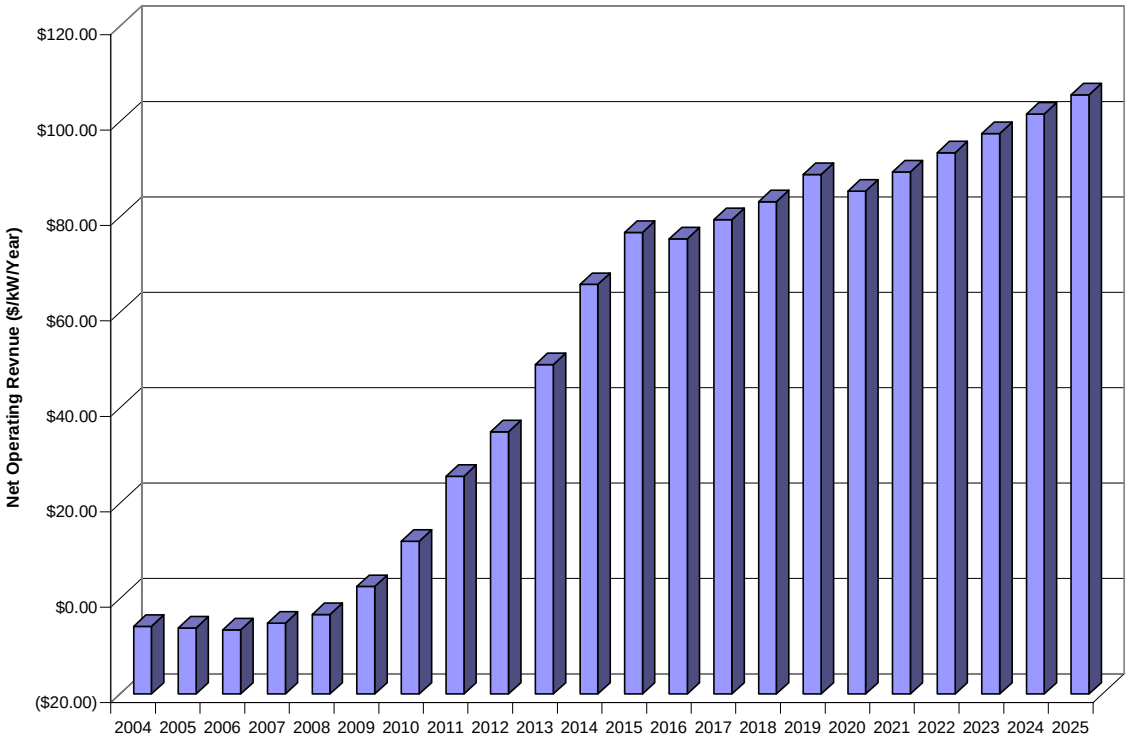
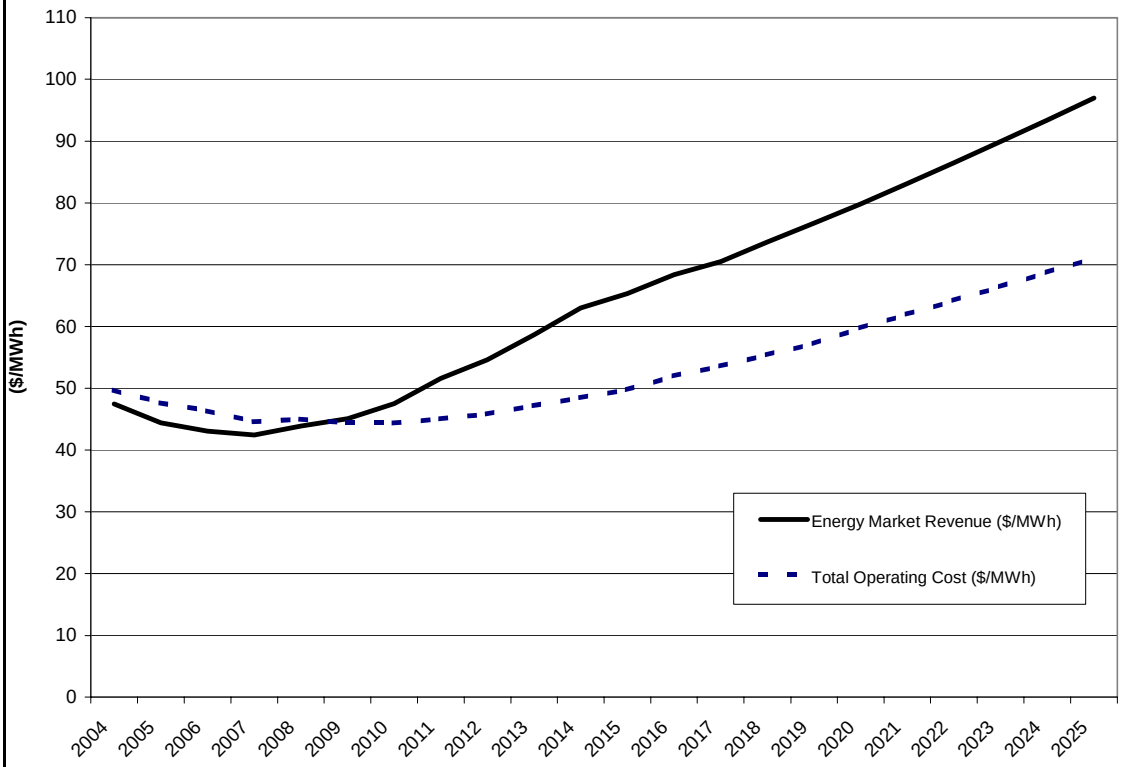


Figure ES-5

Cabazon Peaking Project

Projected Energy Market Revenue and Operating Costs ($/MWh)

NCI WECC Reference Case



Valuation efforts surrounding new power plant investment must also consider risk management and hedging value provided by the project beyond the measures implied by a base case forecast. Wholesale electricity prices are highly volatile on an hourly and seasonal basis. Moreover, the distribution of electricity prices is significantly skewed-right so that a small percent of the time very high prices can be expected. This pattern has prevailed in virtually all deregulated power markets. The equilibrium nature of the Reference Case forecast truncates upward price volatility due to the following factors:

The forecast assumes weather-normalized demand levels

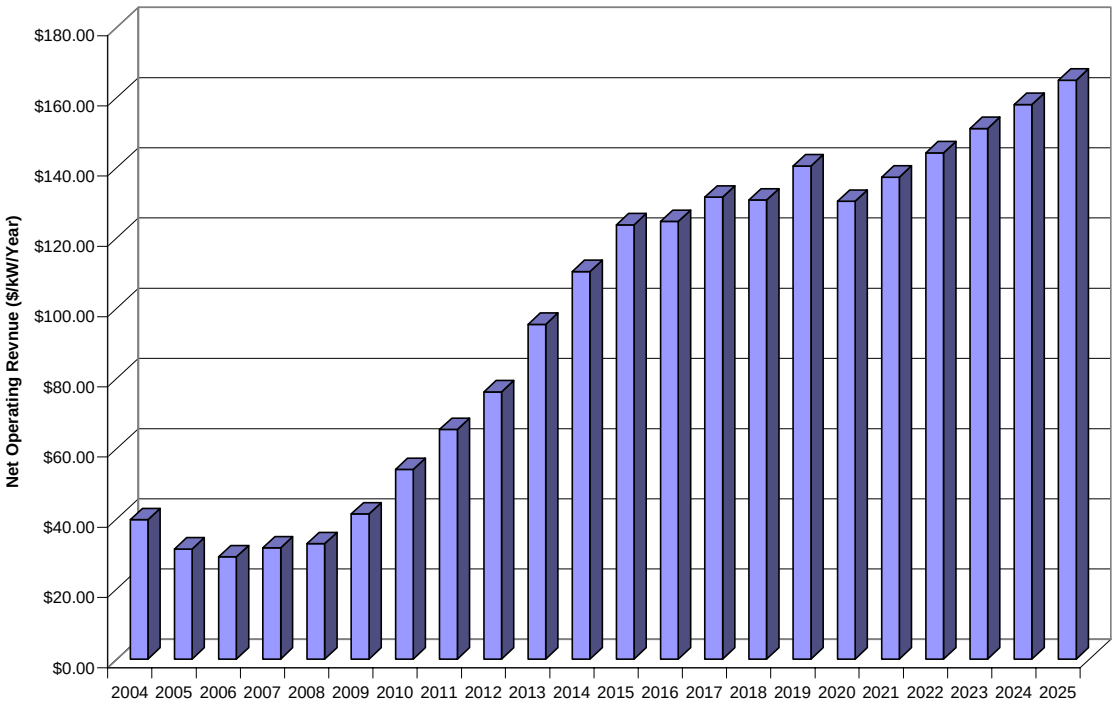
After 2001, the forecast assumes median-year hydroelectric energy production levels. The forecast also assumes normal forced and unforced outage rates for generators and balanced supply and demand levels over the intermediate and long-term

New generation, and particularly simple-cycle units, provide option-like value to load-serving entities that are subject to upward price volatility in wholesale electricity markets. The greater the price volatility, the greater is the option value provided by such units. NCI has not quantified the additional source of value under the scope of this study. However, given current price volatility levels witnessed in the marketplace, the option value and hedging benefits available to new projects should be considered in investment and project development decision, and in any

contract negotiations that result. NCI has capability to perform that analysis under separate engagement.

Figure ES-5 provides similar projections assuming the Cabazon project is developed as a combined-cycle facility. In that case, the profitability outlook is significantly better, but still at levels generally below that needed to generate an adequate investment return.

Figure ES-5
Cabazon Combined Cycle Project
Projected Net Operating Revenue ($/kW/Year)
NCI WECC Reference Case



To re-iterate, one of the major conclusions of the Market Analysis is that, given the current projections, the 50MW gas turbine peaking project would require contractual or bilateral market capacity revenue in order to generate adequate investment returns.

Chapter

5

CHAPTER 5 - ENERGY MANAGEMENT PROGRAM

An overall energy conservation management program is a positive, action program that assigns the responsibilities for a wide range of energy reduction activities. These activities, include program planning guidance, program performance and reporting and monitoring

This program, more specifically, addresses energy conservation goals by reducing the use of energy resources used principally for heating, ventilating, cooling, heating hot water, and lighting. All identified energy efficient improvements and retrofits are dependant upon the availability of funds to accomplish such action. This program may follow the general outline developed by the Department of the Interior (DOI), Office of Acquisition Property Management, Buildings/Facilities Energy Management and Water Conservation Plan.

The benefits such a program can provide are many. Load shaping is a classic example providing a smoother load profile by filling the dips and valleys and clipping peaks that are ever present on the profile. Shifting loads to 'off peak' hours with the use of tariff incentives, reducing peak demand charges as well as energy usage, optimizing energy resources for strategic load growth and flexible load shaping to match load and operating efficiencies are all part of this program.

The economic benefits can be demonstrated by reduced or deferred capital expenditure, improved system efficiencies leading to reduced operating costs. With projected energy usage reaching an annual cost of $7,007,000 within the next few years, energy efficiency takes on a new meaning for the Tribe. There is an added corporate image benefit from the resulting improvements in system reliability and resource availability.

Recommendation:

It is recommended that CBMI implement an overall energy management program. A general description of the requirements for performance of Energy Management tasks is provided in Appendix D.

The general guidelines for the Program are as follows:

Responsible Officials for Energy Management Program

The Tribal Business Committee is the senior policy making group and should be responsible for developing guidelines, supervising preparation, updating and executing the Tribal Energy Management Program. The Tribal Business Committee may designate a CBMI Staff member(s) to act as the Energy Coordinator with primary responsibility for energy management.

The Energy Coordinator(s), together with the Maintenance Manager for each facility, should perform energy usage, priority surveys on each facility on an annual basis. They should then

prepare and submit a report to the Tribal Business Committee outlining the survey performed and appropriate findings and recommendations.

Surveys

Prioritization surveys, as outlined by the DOI, should be conducted on all buildings to establish priorities for conducting comprehensive facility audits.

Prioritization surveys may be walk-through audits. Walk-through audits are defined as the least costly audits, which include visual inspection of the facility to quickly identify retrofit projects or determine the need for more detail analysis. Prioritization surveys may also utilize the Facility Energy Decision Screening (FEDS) Software System. FEDS is a multi-level energy analysis software system designed to provide a comprehensive approach to fuel-neutral, technology-independent, integrated (energy) resource planning and acquisition. Walk through audits may also be conducted using the Energy Survey Manual: Identifying Retrofit Projects for Buildings, (DOE/CS 0133), and the DOI Energy Survey Manual. Other approved computerized software analysis tools are available and may be used to prioritization future surveys.

Based on the prioritization surveys, the energy coordinator(s) and maintenance manager(s) should develop a ten-year plan to conduct comprehensive facility audits. A comprehensive survey is one which quantifies energy uses and loses by system, determines the economics for changes, and identifies projects for improvement.

In planning surveys, the following should be considered:

- **Length of time since the last survey.**
- **Availability of demand-side services from utilities to reduce the cost of the survey.**
- **Number of facilities to be surveyed.**
- **Availability of energy consumption and cost data.**

A brief description of types of surveys follows:

Level 1 Survey: This is the most basic type of survey and can be performed by using the FEDS level I survey program. Energy conservation measures identified are relatively simple and such surveys can normally be accomplished by one person in a fairly short period. Projects identified are primarily retrofits as opposed to operational types. Further analysis is required before a project is implemented. FEDS-1 depends upon numerous assumptions about the "typical" federal facility, with only minimal energy price and installation configuration information needed as input. The model does not require the input of engineering parameters.

Level 2 Survey: This survey is more detailed than Level 1 in that conservation measures require more thorough analysis. The FEDS Level-2 may be used for this purpose.

Level 3 Survey: This is a detailed architectural and engineering survey and will involve options that can be identified in Levels 1 and 2 plus detailed assessments of energy use systems. The Level 3 survey will include:

- **A review of the "as-built" plans for the HVAC system.**

- **An on-site review of all major energy use equipment, including the handling equipment, piping distribution systems and controls.**

- **Efficiency checks of the central boiler plant and its control system.**

- **A review of written, verbal and actual operation procedures and practices.**

- **An analysis of the air handling equipment and distribution system to ensure that they operate satisfactorily at the minimum operating pressures and horsepower requirements.**

- **Preparation of written operating procedures for maximum energy conservation management effectiveness.**

- **Preparation of annual energy saving and cost saving for each conservation opportunity, including the appropriate cost/benefit analysis.**

After completion of surveys and identification of specific energy conservation/retrofit projects, approved, cost effective recommendations should be implemented. Identification of cost effective projects may be based upon savings-to-investment ratios or the adjusted internal rate of return method. A priority list of the cost effective projects, which consider tradeoffs such as short payback versus very large energy reductions with longer payback periods, should be developed for each facility.

Chapter

6

CHAPTER 6 - METERING AND SERVICES OPTIONS

CBMI has identified and implemented energy cost savings by reducing the number of metered services at the FSRC from 13 to two and raising the voltage level at which the new services are provided.

In 2001, CBMI consultants reviewed the historical and planned loads for the FSRC and CRRP. It was found that the historical loads were 2.7MW at the FSRC and 1.0MW at the CRRP. The meter categories for the 13 meters that served these loads ranged from Small Commercial to Large Commercial.

The consultants determined that replacement of the existing IID distribution system on the reservation with a networked distribution system covering the two locations should cost approximately $2,000,000 ($350,000 for the FSRC and $1,650,000 for the CRRP). This provided for two delivery points at the FSRC site and one delivery point at the CRRP and conduit, cabling and meter costs for both locations.

Based on these estimates, the consultants recommended, and CBMI Administrators agreed, that the FSRC loads should be served by two 12.5kV metered services, instead of the old combination of more than a dozen residential and commercial metered services. This recommendation is currently being implemented under the Phase 1 of the FSRC Project. It is now estimated that the change will reduce the annual cost of energy by approximately $142,000 at a one-time cost of less than $200,000.

It was also determined that the system at the CRRP would not be changed. If it becomes apparent that new loads will be added in that area or that new generation facilities are to be constructed there, the local utility system should be re-reviewed.

Recommendation:

In order to identify possible future saving, the Annual Surveys, to be conducted under the Energy Management Program, should include a review of savings that might be realized through adjustments in local utility metering and services options.

Chapter

7

CHAPTER 7 - COMPETATIVE ENERGY SERVICES

Effective September 20, 2001 the PUC suspended the ability of customers to choose their power supplier or to enter into any contracts under §366 or §366.5, but allowed current retail choice customers can remain with their supplier through the end of their contract.

Subsequent to the PUC decision, special rules for community choice aggregators were enacted under AB 117. (See Appendix D for more detailed information on this rule.)

This action allows CBMI to shop for the best price for electrical and gas energy. By aggregating all of the current loads it should be possible to levelize load factors and make the best deal in the deregulated market.

In early 2002, when CBMI's basic energy price from the Imperial Irrigation District (IID) was approximately $0.065/KWH, IID personnel indicated that they were able to purchase energy directly from generating plants for as little as $0.033/KWH. Although there would be an additional charge for IID energy wheeling charges, the total energy cost may be less than is currently being paid.

Recommendation:

It has been determined by CBMI Staff that competitive market pricing for electrical power may be pursued in the future, when time and funding permit. A Request For Proposals (RFP) for Competitive Energy Services has been developed for this purpose and can be found in Appendix E.

Chapter

8

CHAPTER 8 - CONSTRUCTION OF ENERGY SOURCES ON TRIBAL LAND

Various forms of energy generation sources are available for consideration at the two major sites. However, due to concerns associated with their proximity to the Resort and Casino, it has been determined that any generation that produces significant noise, smell, or unsightly smokestack emissions, will not be considered for the FSRC site.

A general overview of some of the principal options considered for generation sources in the small to medium range (10MW to 50MW) are as follows.

- **Internal Combustion Engines that drive a dynamo.**
    - **Fueled by Diesel, gasoline, natural gas, and biogas.**
    - **Market characteristics: mature technology; 5kW to 20kW range; 36% to 45% efficiency; $350 to $500/kW construction cost; 0.5 cents to 1.0 cents/kWh operating & maintenance costs; standby power, peak shaving, and utility power supply/capacity; significant air emissions, noise and possible fuel storage; and low initial cost, good load following characteristics and ability to co generate.**
- **Simple Combustion Turbines (a jet engine that drives a dynamo)**
    - **Fueled by natural gas, distillate fuel oil, and biogas.**
    - **Market characteristics: mature technology; 500kW to 165MW; 21% to 40% efficiency; $475 to $900/kW kW construction cost (to add heat recovery system $100 to $2000/kW); 0.3 cents/kWh to 0.8 cents/kWh operating & maintenance costs; used for standby power, peak shaving, grid support, cogeneration, utility power supply capacity; moderate air emissions;**
- **Micro turbines (small turbines fueled by gas to drive a dynamo)**
    - **Fueled by natural gas, propane, fuel oil, and biogas**
    - **Market characteristics: developing technology; 25kW to 300kW/unit; 30% to 75% efficiency; $475 to $1,100/kW kW construction cost (to add heat recovery system $75 to $350/kW); 0.5 cents to 1 cent/kWh operating & maintenance costs; used for reliability, standby generation, and peak shaving; limited air emissions.**

- **Wind Turbines (convert energy from wind to drive a dynamo)**
    - **Fueled by force of nature**
    - **Market characteristics: 1kW to 5MW; efficiency not-applicable; $900 to $1500/kW kW construction cost; 1 cent to 1.5 cents/kWh operating & maintenance costs; used for green power programs, remote locations, agricultural support; environmentally clean except for bird kill.**
- **Solar Photovoltaic (convert solar energy into direct current)**
    - **Fueled by solar radiation**
    - **Market characteristics; developing technology; 1 to 1MW; efficiency not applicable; $5,000 to $10,000/kW kW construction cost; 0.1 cents to 2 cents/kWh operating & maintenance costs; independent power production, green power programs, peak shaving; and environmentally clean.**
- **Geothermal (use geothermal energy to drive a dynamo)**
    - **Fueled by recovered thermal energy**
    - **Market characteristics: developing technology; 1kW to 5MW, efficiency not applicable, average cost of construction is $2,400/kW, unknown maintenance costs, used for green power programs, environmental concerns due to wells and gathering systems.**
- **Biomass (direct or digester gases are burned to drive a turbine which in turn drives a dynamo)**
    - **Fueled by biofuels**
    - **Market characteristics: developing technology; 1kW to 40MW, 40% efficiency, average cost of construction is $1,865/kW, $44/kW-yr maintenance cost; used for green power program, independent power production, peak shaving; environmentally renewable.**

These alternatives have been divided into conventional and renewable categories and each category has been addressed separately below.

Conventional Energy Sources

In 2001 and 2002, CBMI considered constructing a 50MW Gas Turbine Power Generating Plant at the CRRP and a 25MW co-generation plant at the FSRC.

In addition, an Environmental Impact report was developed for the CRRP. It included requirements and impact of construction and operation of a 50MW gas turbine generating facility. This EIR was accepted and approved and a copy may be obtained from the CBMI staff. Any generating facility that has a lesser environmental impact may be substituted for the generating facility included in the EIR.

25MW Co Generation Plant

In March 2002, a Request for Proposals was issued for a 25MW co-generation plant at the FSRC. A number of responses were received. Based on the perceived negative impact such a plant might have on visitors to the Resort and Casino (sound, smell, aesthetic appearance, etc.), it has been determined that this alternative will not be exercised at this time.

50MW Peaking Plant

In 2001, a set of design specifications, an environmental impact report, a feasibility study and a Business Plan were developed for the 50MW Gas Turbine Peaking Plant at the CRRP. These documents are on file in the Cabazon Administration Building. Plant characteristics for the original simple cycle plant and a subsequent proposal to the Imperial Irrigation District (IID) identifying costs of a combined cycle plant, were developed.

Based on the results of an Energy Market Study conducted at that time, and information provided by IID personnel concerning their receipt of offers for lower cost power, the concept was placed on hold until a more favorable time.

Recommendations:

It has been determined by CBMI management, that construction of a conventional, natural gas fired, combined cycle, base load, power plant at the CRRP, be pursued at this time. A Request For Proposals had been prepared and can be reviewed in Appendix E.

It has also been determined by CBMI management that CBMI should actively seek contractual agreements for the energy and bilateral market capacity revenue associated with such a plant.

Renewable Energy Sources

Several renewable energy sources are available for use on CBMI lands. Those that have been reviewed under this study include, Solar (Photovoltaic), Wind, Geothermal, and Bio Mass. General definitions of these resources are as follows:

- **Solar technologies use the sun's energy and light to provide heat, light, hot water, electricity, and even cooling, for homes, businesses, and industry.**

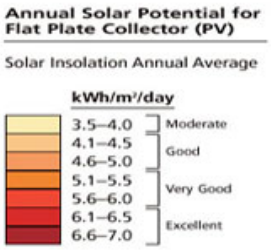
- **Wind energy uses the energy in the wind for practical purposes like generating electricity, charging batteries, pumping water, or grinding grain.**

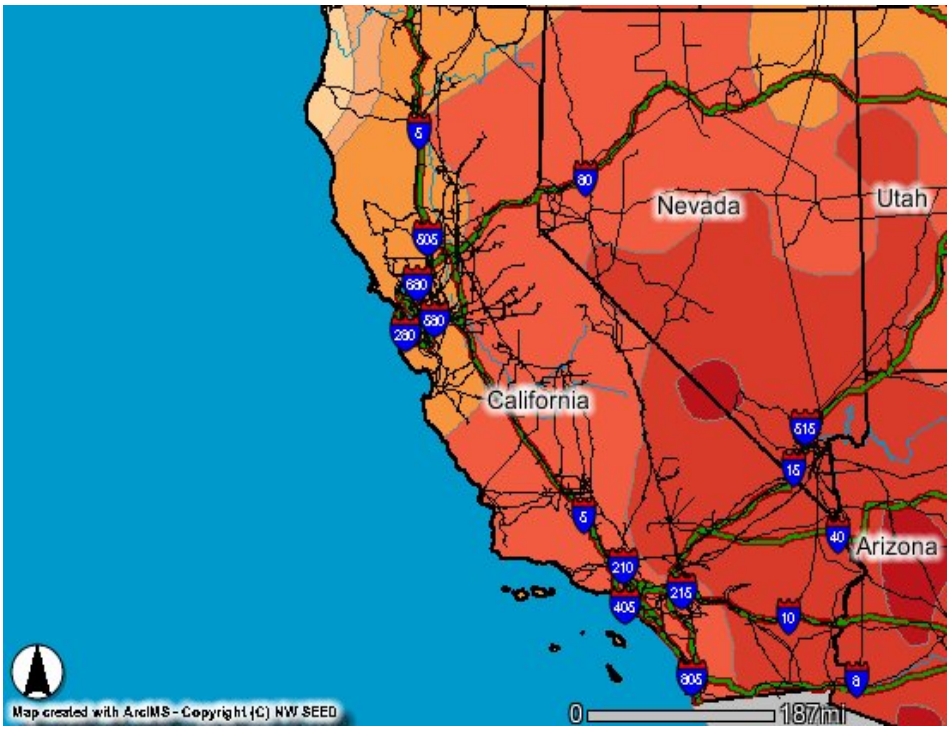
- **In a process called "photosynthesis", plants capture sunlight and transform it into chemical energy. This energy may then be converted into electricity, heat, or liquid fuels using a number of different energy conversion processes. The organic resources that are used to produce energy using these processes are collectively called "biomass".**

- **Geothermal energy technologies use the heat of the earth for direct-use applications, geothermal heat pumps, and electrical power production.**

As a first step in reviewing the viability of these resources for CBMI, reference was made to the extensive information developed and maintained by the Department of Energy's National Renewable Energy Laboratory Renewable Resource Data Center. This data has been used to create resource maps of the United States identifying areas and levels of intensity of those resources. The basic maps are shown below and may be viewed on the Internet at http://rredc.nrel.gov/.

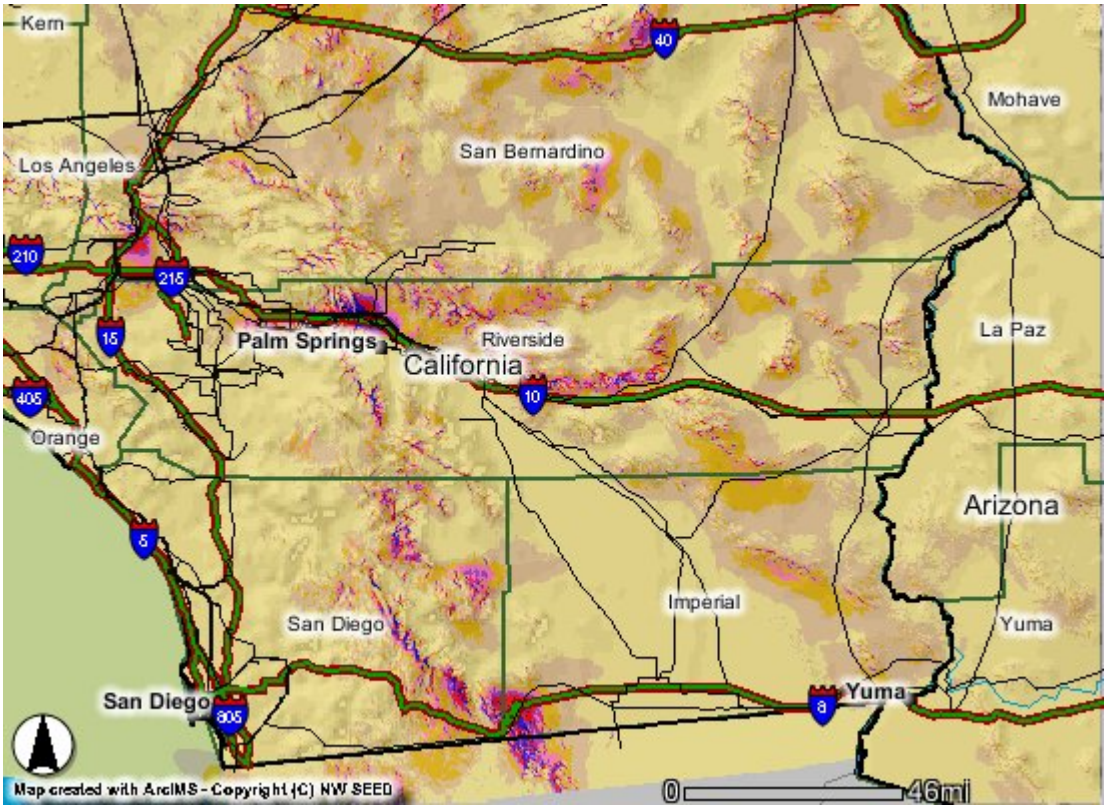
SOLAR

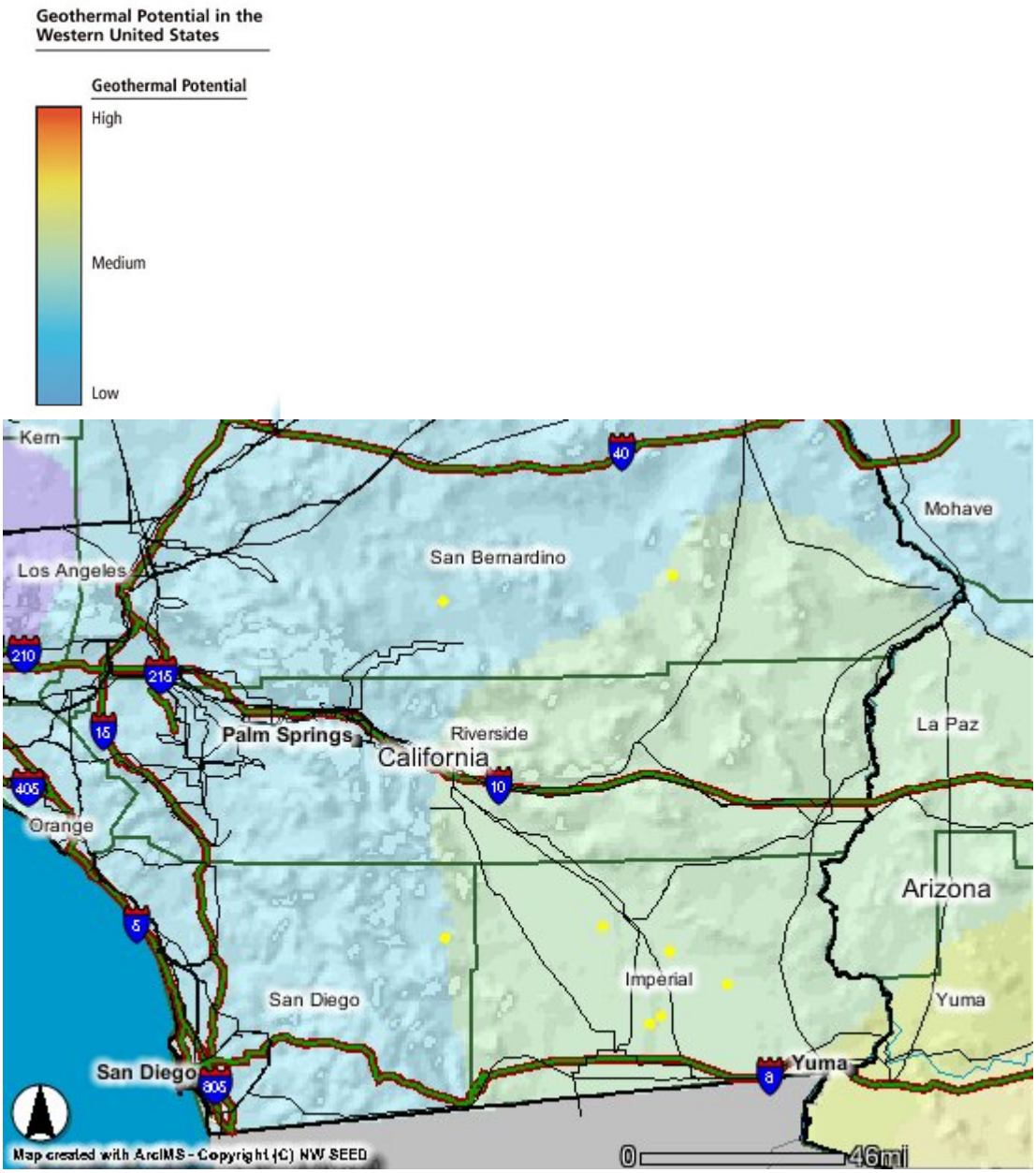

Annual Solar Potential for Flat Plate Collector (PV)
Solar Insolation Annual Average
kWh/m²/day
3.5–4.0
4.1–4.5
4.6–5.0
5.1–5.5
5.6–6.0
6.1–6.5
6.6–7.0
Moderate
Good
Very Good
Excellent

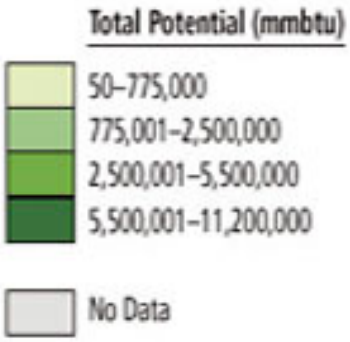

Nevada
Utah
California
Arizona
Map created with ArcIMS - Copyright (C) NW SEED
0
187mi

Wind Power Density at 50m

Class	W/m²
1 Poor	0–200
2 Marginal	200–300
3 Fair	300–400
4 Good	400–500
5 Excellent	500–600
6 Outstanding	600–800
7 Superb	> 800




Geothermal Potential in the Western United States
Geothermal Potential
High
Medium
Low
Kern
Los Angeles
San Bernardino
Mohave
La Paz
Riverside
Palm Springs
California
Orange
Arizona
Imperial
San Diego
Yuma
40
210
215
15
10
405
5
8
805
Map created with ArcIMS - Copyright (C) NW SEED
0
46mi



These maps are various facets of one map and can be viewed at the following web site: http://mapserve1.nrel.gov/website/atlas/viewer.htm

The result of the review of these maps revealed the following:

- **Solar: On a scale from normal, good, very good and excellent, the FSRC and the CRRP are in areas graded as excellent. Death Valley is the only area in California noted as being better.**

- **Wind: On a scale from 1 to 7 with 1 being poor and 7 being supurb, the FSCR and the CRRP are in a Class 2 (marginal) area. The area immediately south of Banning is rated 6 (outstanding)**

- **Geothermal – on a scale of low, medium, and high the FSRC and CRRP areas are rated as medium**

- **Biomass – on a scale of 1 through 4 with 1 being poor and 4 being excellent, the FSRC and CRRP areas are rated as a 3.**

Recommendation:

Based on this information, it has been determined that the Solar energy option and Biomass energy option are the most logical to be pursued. A Request For Proposals has been prepared for these alternatives and is contained in Appendix F. CBMI may pursue this option in the future when time and funding permit.

Chapter

9

CHAPTER 9 - FINANCING

Federal, State and Local laws regulate the basic financial structures for power generating companies. An overview of the general types of financial structures can be viewed in detail on the DOE web site at: http://www.eere.energy.gov/power/pdfs/financial.pdf

The following is an excerpt from that site:

Financial Structures

Four distinct ownership perspectives were identified for this analysis. Each reflects a different financial structure, financing costs, taxes, and desired rates of return. Briefly, the four ownership scenarios are:

Generating Company (GenCo): The GenCo takes a market-based rate of return approach to building, owning, and operating a power plant. The company uses balance-sheet or corporate finance, where debt and equity investors hold claim to a diversified pool of corporate assets. For this reason, GenCo debt and equity are less risky than for an IPP (see below) and therefore GenCos pay lower returns. A typical GenCo capital structure consists of 35% debt at a 7.5% annual return (with no debt service reserve or letter of credit required) and 65% equity at 13% return. Although corporate finance might assume the debt to equity ratio remains constant over the project's life and principal is never repaid, it is often informative to explicitly show the effect of the project on a stand-alone financial basis. Therefore, to be conservative, the debt term is estimated as 28 years for a 30-year project, and all the debt is repaid assuming level mortgage-style payments. Flow-through accounting is used so that the corporate GenCo receives maximum benefit from accelerated depreciation and tax credits.

Independent Power Producer (IPP): An IPP's debt and equity investment is secured by only the one project, not by a pool of projects or other corporate assets as is the case for a GenCo. In this project finance approach, a typical capital structure is 70% debt at 8.0% annual return (based on 30-year Treasury Bill return plus a 1.5% spread) and 30% equity at a minimum 17% return. A 6-month Debt Service Reserve is maintained to limit repayment risks.

Debt term for an IPP project is generally 15 years, with a level mortgage-style debt repayment schedule. (For solar and geothermal projects that are entitled to take Investment Tax Credits, a capital structure of 60% debt and 40% equity should be considered.) Flow-through accounting is used to allow equity investors to realize maximum benefit from accelerated depreciation and tax credits. IPP projects are required to meet two minimum debt coverage ratios. The first requirement is to have an operating income of no less than 1.5 times the annual debt service for the worst year. The second is to have an operating income of about 1.8 times or better for the average year. Because debt coverage is often the tightest constraint, actual IRR may be well over

17%, to perhaps 20% or more. Likewise, with good debt coverage, negative after-tax cash flows in later years of debt repayment (phantom income) are low.

Regulated Investor-Owned Utility (IOU): The regulated IOU perspective analyzes a project with a cost-based revenue requirements approach. As described by the EPRI Technical Assessment Guide (TAG), returns on TM investment are not set by the market, but by the regulatory system. In this calculation, operating expenses, property taxes, insurance, depreciation, and returns are summed to determine the revenue stream necessary to provide the approved return to debt and equity investors. Use of a Fixed Charge Rate is a way to approximate the levelized COE from this perspective. IOU capital structure is estimated as 47% debt at a 7.5% annual return; 6% preferred stock at 7.2%; and 47% common stock at 12.0%. Debt term and project life are both 30 years. Accelerated depreciation is normalized using a deferred tax account to spread the result over the project's lifetime. IOUs are not eligible to take an Investment Tax Credit for either solar or geothermal projects.

Municipal Utility (or other tax-exempt utility): The municipal utility uses an analysis approach similar to that of the IOU. Capital structure is, however, assumed to be 100% debt at 5.5% annual return, and the public utility pays neither income tax nor property tax.

Similar to protections provided to federally recognized tribal entities, municipal utilities receive the same treatment as any other non-profit, government entity. All branches of government (city governments, school districts, and municipal utilities) have a legitimate right to use tax-exempt financing, as do public water and sewer facilities, schools and other traditional activities of state and local government. These entities issue tax-exempt bonds in order to finance facilities used to provide the basic services that citizens determine should be offered by their local government. Recent U.S. Supreme Court decisions on states' rights support the view that state and local governments' right to issue tax-exempt bonds "is a matter of constitutional law and not legislative grace."

Recommendation:

Based on these alternatives, it is recommended that CBMI develop necessary plans and documents and implement a CBMI Power Utility to purchase and distribute power from the power grid and/or generate and distribute power for FSRC use and sell excess on the power grid. Additional information concerning this option is contained in Chapter 10, below.

Grants, Loans and Rebates

Various forms of Grants, loans and rebates are available for developing energy programs and installing both conventional and renewable power plants. Examples of such loans are:

- **State of California Financing Options**
- **California Energy Commission - RENEWABLE ENERGY PROGRAM**
- **California's Emerging Renewables Rebate program**
- **DOE Financing Options**
- **Department of Agriculture Grant**
- **Energy Efficiency Grant**

- **Rural Electrification Loans**

Recommendation:

The programs listed in the financial section should be reviewed and a list of financing options developed as the Energy Efficiency, Power Plant, and organizational options are selected and implemented.

Chapter

10

CHAPTER 10 – CABAZON POWER UTILITY

In addition to the financial benefits identified in Chapter 9, the Cabazon Power Utility should:

- **Plan for, provide and furnish electric, natural gas, and related services to all areas within the Cabazon Indian Community, where such services are determined to be feasible and economic.**

- **Promote the use of Utility services where available in order to improve the health and welfare of the residents of the Community and to support economic development of the Cabazon Indian Community in keeping with respect for the traditions and culture of the Cabazon People.**

- **Acquire, construct, operate, maintain, promote and expand utility services within the Community and study and investigate the feasibility of acquiring, operating, and maintaining utility services within the Community and upon approval of the Cabazon Community Council to acquire, construct, operate, maintain, promote and expand said utility services.**

- **Provide utility service to the Community at the lowest possible cost consistent with prudent fiscal responsibility.**

- **Give preference to the employment of members of the Cabazon Indian Community in the operation of the Utility.**

- **Use the revenues of the Utility for the following purposes, which are listed below in the order of the priority of use to: Pay the costs of operations and maintenance; Amortize the loans of the Utility; Fund an adequate Renewal and Replacement Fund; Educate the Community in the proper, efficient and economical use of electric, and gas utilities; Accelerate the retirement of long-term debt; and Provide a fair return to the Community Council on its investment.**

- **Do everything necessary, proper, advisable, or convenient for the accomplishment of the purposes herein above set forth, and to do all things incidental thereto or connected therewith, which are not forbidden by law, this Charter for the Utility or the Cabazon Community Constitution and By-Laws.**

It is estimated that this alternative would require an added burden of salaries for Utility employees of approximately $500,000/year with salaries and other operating costs being offset by the revenues from the Utility. In addition, it would improve CBMI's ability to finance the

construction with utility bonds and may improve the opportunity to purchase power from Colorado River and other DOE generation sources at considerably reduced costs.

Recommendation:

Based on these alternatives, it is recommended that CBMI staff personnel develop necessary plans and documents and implement a CBMI Power Utility to purchase and distribute power from the power grid and/or generate and distribute power for FSRC use and sell excess on the power grid.

A water utility has already been established under Resolution Number 6-2-99-01 and can serve as the sample for developing the necessary documents and approval requirements for establishing an electric utility.

A draft Board Resolution and a draft Organizational Charter have been compiled and can be reviewed in Appendix G.

Chapter

11

CHAPTER 11 – TRAINING OPPORTUNITIES

Several recommendations have been made based on the review and findings associated with the above items. These recommendations were then used to: identify projected strategic energy plan related roles for tribal administration and organization; and identify opportunities for training tribal members and personnel for energy system administration, operation and maintenance.

Tribal member involvement addressed in this report is limited to: management level activities associated with the Tribal Council and Utility Council; activities related to oversight of the Energy Management Program; and establishment and governance of the Tribal Power Authority.

A summary of proposed organizational roles and related levels of training to accomplish the recommendations are as follows:

Implementation of an Energy Management Program:

a. Tribal Members and Personnel Roles

The Tribal Business Committee is the policy-making group who are responsible for developing guidelines, supervising preparation, updating and executing the Tribal Energy Management Program. These responsibilities may be designate to a CBMI Staff member(s) to act as the Energy Coordinator(s) with primary responsibility for energy management.

In addition, the Tribal Business Committee is responsible for reviewing the annual reports from the Energy Coordinator(s) and Maintenance Managers and approving the recommendations that they deem appropriate. This activity may be accomplished through a Tribally appointed Board of Directors.

The Energy Coordinator(s), together with the Maintenance Manager for each facility, should perform energy usage, priority surveys on each facility on an annual basis. They should then prepare and submit a report to the Tribal Business Committee outlining the survey performed and appropriate findings and recommendations.

b. Recommended training

No additional training is required for the Tribal Business Committee members to perform their required roles.

The Energy Coordinator(s) and Maintenance Managers should possess the knowledge and skills to meet the requirements of their respective positions and should have training on the use of the Facility Energy Decision System (FEDS)

Software. The DOE offers software and other energy management related training. The schedule for upcoming training workshops can be viewed on the web at http://www.pnl.gov/femp/ Individual classes may also be requested

On-site construction of energy sources

a. Tribal Members and Personnel Roles:

The Cabazon Power Utility, operating under the general guidelines outlined above, shall have authority over construction of energy sources on Tribal lands.

b. Recommended training

The managers and staff of the Cabazon Power Utility shall maintain up to date knowledge of generation facility planning, design, construction and operation. When generation, transmission or distribution facility are authorized to be constructed, the Cabazon Power Utility personnel shall require that training be provided to CBMI personnel in the operation and maintenance of the proposed facility or that ongoing operation and maintenance be included in the agreement.

In either case, Power Utility personnel should maintain up-to-date knowledge concerning generation facilities. It is recommended that the Power Utility designate personnel to attend workshops, which are provided by the DOE and the Council of Energy Resource Tribes.

Current lists of training opportunities can be viewed on the web at: http://www.eere.energy.gov/tribalenergy/other_org.html

Implementation of a Cabazon Power Utility

a. Tribal Members and Personnel Roles:

The Tribal Business Committee shall act and function as the Commission over the Board and Management of the Cabazon Power Utility.

In addition, any other member of the Board can be a member of the Cabazon Indian Community or a full time employee, and shall have not less than five years experience in business management of substantial character, and shall have had such experience in business management.

The Tribal Business Committee is responsible for reviewing the annual reports from the Utility and approving the recommendations and expenditures that they deem appropriate.

The Board shall exercise full authority and shall be responsible for the custody, management, maintenance and operation of all utility property and facilities, including easements and right-of-way granted therefore, owned and operated by the Cabazon Tribe, including such expansions and enlargements thereof as shall be authorized; for the acquisition, planning, construction, maintenance and operation of additional utility facilities, including the negotiation and execution of engineering and construction contracts; and for taking of any and all usual, necessary and convenient actions incident thereto.

The Utility General Manager and Chief Engineer, if and when employed, can be a member ex-officio of the Board. The General Manager and Chief Engineer shall have not less than ten years experience in utility management, minimum of five years experience with power distribution and power design, and be a Registered Professional Engineer in the Branch of Electrical Engineering – State of California. He/she must be of substantial character, and shall have had such experience in the management, design and operation of a service distribution utility business.

b. Recommended training

No additional training is required for the Tribal Business Committee to perform their required roles.

Utility Management personnel and Utility employees should attend ongoing education courses and workshops to maintain current knowledge of the industry and technology. The American Public Power Association's Education Department offers a broad array of affordable training programs and educational services to keep members abreast of industry changes, upgrade their skills, and enhance the delivery of customer and energy services. It is recommended that the Cabazon Power Utility join the APPA and utilize their training system.

A listing of available classes may be viewed on the web at: http://www.appanet.org/Meetings/UEC/inhousetraining.cfm

The APPA calendar of meetings and workshops may be viewed on the web at: http://www.appanet.org/Meetings/calendar2004.cfm

APPENDIX

A

Appendix A - Current Status of Energy Usage/Cost

Historical Electrical Load Data (From IID Bills)

IID #	IID Classification	Oct. 02		Nov. 02		Dec. 02		Jan. 03	
		Demand	KWH	Demand	KWH	Demand	KWH	Demand	KWH
50034890	COMM-GEN. LARGE	1040	335000	1010	358000	880	316000	1080	149000
50037522	COMM-SMALL Rural	0	1630	0	840	0	970	0	1350
	CRRP Total	1040	336630	1010	358840	880	316970	1080	150350
50005559	COMM-LARGE Urban	74	4400	50	2600	0	0	0	0
50037525	ST-LIGHTS Urban	0	100	0	100	0	100	0	100
50037470	COMM-LARGE Urban	113.6	35040	84.8	34880	70	32160	84	33120
50037494	COMM-LARGE Urban	64	17440	110.4	15360	50	12000	50	12000
50090933	COMM-LARGE Urban	0	32040	0	36840	0	3600	0	32160
50090940	COMM-SMALL Urban	0	570	0	620	0	610	0	690
50095258	COMM-LARGE Urban	123	70500	120	76500	120	76200	129	69600
50095290	COMM-LARGE Urban	682.5	312750	675	299250	495	249750	652.5	227250
50149516	COMM-LARGE Urban	760	439000	740	479000	740	469000	780	49500
50174340	COMM-SMALL Urban	0	5410	0	6810	0	7910	0	8070
	FSRC Total	1817.1	917250	1780.2	951960	1475	851330	1695.5	432490

IID #	IID Classification	Feb. 03		Mar. 03		Apr. 03		May-03	
		Demand	KWH	Demand	KWH	Demand	KWH	Demand	KWH
50034890	COMM-GEN. LARGE	880	89000	990	103000	1040	135000	1090	106000
50037522	COMM-SMALL Rural	0	600	0	880	0	850	0	1410
	CRRP Total	880	89600	990	103880	1040	135850	1090	107410
50005559	COMM-LARGE Urban	0	0	0	0	0	0	0	0
50037525	ST-LIGHTS Urban	0	100	0	100	0	100	0	100
50037470	COMM-LARGE Urban	86.4	31200	92.8	35360	87.2	29200	128	35520
50037494	COMM-LARGE Urban	50	12480	50	10400	124.8	14560	54.4	16480
50090933	COMM-LARGE Urban	0	26640	0	26400	0	55920	0	35280
50090940	COMM-SMALL Urban	0	660	0	740	0	670	0	660
50095258	COMM-LARGE Urban	132	78600	108	62700	138	102300	114	72300
50095290	COMM-LARGE Urban	645	267750	697.5	248250	652.5	369000	682.5	357750
50149516	COMM-LARGE Urban	970	474000	700	403000	830	605000	780	518000
50174340	COMM-SMALL Urban	0	7090	0	5610	0	7700	0	5830
	FSRC Total	1883.4	898520	1648.3	792560	1832.5	1184450	1758.9	1041920

IID #	IID Classification	Jun-03		Jul-03		2-Aug		Sept. 03	
		Demand	KWH	Demand	KWH	Demand	KWH	Demand	KWH
50034890	COMM-GEN. LARGE	1400	158000	1030	172000	1000	113000	1020	128000
50037522	COMM-SMALL Rural	0	3510	0	3060	0	2450	0	2780
CRRP Total		1400	161510	1030	175060	1000	115450	1020	130780
50005559	COMM-LARGE Urban	0	0	0	0	0	0	0	0
50037525	ST-LIGHTS Urban	0	100	0	100	0	100	0	100
50037470	COMM-LARGE Urban	115.2	44480	122.4	59.36	124.8	35840	112.8	49840
50037494	COMM-LARGE Urban	60.8	20320	104	40160	68.8	24640	64	24320
50090933	COMM-LARGE Urban	0	37680	0	37920	0	31920	0	34920
50090940	COMM-SMALL Urban	0	740	0	790	0	480	0	710
50095258	COMM-LARGE Urban	141	97200	144	79200	87	34800	84	45900
50095290	COMM-LARGE Urban	817.5	420000	817.5	545250	885	343500	750	459000
50149516	COMM-LARGE Urban	900	548000	890	619000	840	486000	780	512000
50174340	COMM-SMALL Urban	0	6040	0	7000	0	4420	0	6800
FSRC Total		2034.5	1174560	2077.9	1329479	2005.6	961700	1790.8	1133590

Historical Gas Usage Data (From SDG&E Bills)

Facility	Account #	OCT	2	NOV	2	DEC	2	JAN	3
		Therms	$	Therms	$	Therms	$	Therms	$
FSC	18-8436-435-248-1	4674	2574.75	6217	3340.71	7875	4821.97	14799	8002.48
85621 Ave.VE De La Rosa	19118815067	16	14.65	15	13.85	19	17.79	116	91.61
85649 Ave.VE De La Rosa	11343223258	9	10.61	8	9.34	8	10.35	94	73.33
85611 Ave.VE De La Rosa	17227973777	11	11.77	6	8.15	4	7.63	16	15.8
85635 Ave.VE De La Rosa	11976204385	16	14.65	12	11.71	19	17.79	52	39.17
85647 Ave.VE De La Rosa	16803051628	15	14.07	14	13.07	17	16.43	105	82.47
		4741		6272		7942		15182	
			2640.5		3396.83		4891.96		8304.86

Facility	Account #	FEB	3	MAR	3	April	3	MAY	3
		Therms	$	Therms	$	Therms	$	Therms	$
FSC	18-8436-435-248-1	12025	7457.45	12434	7936.18	8167	6874.59	7484	4873.35

85621 Ave.VE De La Rosa	19118815067	48	40.11	40	35.73	20	23.18	249	223.79
85649 Ave.VE De La Rosa	11343223258	45	37.94	22	21.94	14	17.66	11	12.85
85611 Ave.VE De La Rosa	17227973777	15	16.16	14	15.82	4	8.45	3	6.98
85635 Ave.VE De La Rosa	11976204385	38	32.84	29	27.31	22	25.01	22	20.91
85647 Ave.VE De La Rosa	16803051628	70	59	75	66.72	30	32.38	18	17.98
		12241		12614		8257		7787	
			7643.5		8103.7		6981.27		5155.86

Facility	Account #	June	3	July	3	AUG	3	SEPT	3
		Therms	$	Therms	$	Therms	$	Therms	$
FSC	18-8436-435-248-1	5830	4067.52	4963	3857.52	4842	3607.95	5050	3444.41
85621 Ave.VE De La Rosa	19118815067	256	243.01	92	94.49	13	15.16		
85649 Ave.VE De La Rosa	11343223258	13	14.64	6	10.17	7	10.43		
85611 Ave.VE De La Rosa	17227973777	9	11.6	6	10.17	6	9.65		
85635 Ave.VE De La Rosa	11976204385	15	16.34	12	15.06	15	16.92		
85647 Ave.VE De La Rosa	16803051628	10	12.37	9	12.63	11	13.59		
		6133		5088		4894		5050	
			4365.48		4000.04		3673.7		3444.41

APPENDIX

B

Appendix B - Projected Energy Requirements

The loads reviewed for this report include the Cabazon Resource Recovery Park (CRRP), and the Fantasy Springs Resort and Casino (FSRC).

The load for the CRRP is expected to remain at approximately 1MW for the foreseeable future.

Upon completion of the current FSRC Phase I Project, the projected load is expected to be as follows:

Table 1A– Circuit # 1 (PSG-W)	
Load Served	**Peak kVA @ 0.85 pf**
Total Casino Load	**2,914**
Tribal Headquarters	**165**
Administration Building	**111**
Electronic Sign	**106**
Street Lights	**50**
New Hotel and Podium	**954**
Total Existing & New Load – Circuit #1	**4.3 MVA**

Table 1B – Circuit # 2 (PSG-E)	
Load Served	**Peak kVA @ 0.85 pf**
Existing Site Loads	**501**
New Central Plant	**66**
New Casino HVAC	**1,320**
New Hotel HVAC	**453**

New Arena HVAC	473
New Arena (SEC)	662
New Parking	750
Total Existing & New Load – Circuit #2	4.2 MVA

THE PROJECTED LOAD FOR THE PLANNED FSRC PHASE II PROJECT IS AS FOLLOWS:

Table 2 – Load Estimates	
Load Served	Peak kVA @ 0.85 pf
Hotel Resort	1,749
Timeshare	1,872
Misc. Structures	700
Golf Clubhouse	99
Admin/Cultural	251
Parking Phase II	124
Site Improvements	1,000
Total New Load for Phase 2	5.8 MVA

Upon completion of Phase 2 of the FSRC Project, that portion of the usage is expected to increase by 5.8 MW to a total of 14.3MW. When added to the 1MW Demand of the FNR plant at the CRRP, the total estimated power demand becomes 15.3MW (See Appendix B).

If the same proportions of energy and costs continue, this would equate to an annual energy usage of approximately 70,200 MWH at an annual cost of $7,007,000.

APPENDIX

C

Appendix C – Energy Management Requirements

The energy manager is responsibility for performing field investigations, measuring and testing operational systems components, identifying energy conservation opportunities, computer modeling of system energy usage, developing bills of material and cost estimates, performing life cycle cost analyses, writing technical reports, developing conceptual designs, and producing design documents for large commercial and/or industrial facilities.

The Department of the Interior requires that higher levels of energy surveys be carried out by a Professional Engineering.

JOB RESPONSIBILITIES WILL INCLUDE:

- Lead and participate in assignments designed to reduce energy use and demand;
- Perform energy audits to identify Energy Conservation Measures;
- Perform computer modeling of energy efficiency measures;
- Develop written reports that convey technical information in narrative form;
- Interact directly with Tribal Administration; and
- Manage, specify, budget and schedule project work.

TECHNICAL SKILLS WILL INCLUDE:

- Audit existing energy consuming equipment and diagnose problems;
- Analyze field data and energy consumption data;
- Understand and Review Construction Documents;
- Perform Financial and statistical analysis; and
- Utilize Energy Simulation Software such as the “Facility Energy Decision System (FEDS)”.

COMMUNICATIONS SKILLS WILL INCLUDE:

The Energy Manager(s) should be able to demonstrate excellent written and oral abilities.

- Write technical and non-technical reports;
- Give presentations;
- Write Proposals;
- Direct other engineering personnel; and
- Coordinate with facility and field personnel.

BUSINESS SKILLS WILL INCLUDE:

- Manage projects and budgets;

- Self-motivated and able to work in teams;
- Work on multiple projects simultaneously;
- Proficiency with Microsoft Word, Excel, PowerPoint, Access;
- Provide high-level administrative support and service.

GENERAL DEFINITION:

An energy manager promotes the principles and practices of efficient end use technologies to lighting, heating, ventilation, air-conditioning, utility, process and power systems. An energy manager is a systems integrator who understands the interrelations of building systems and the application of renewable technologies and establishes programs, energy accounting systems and management procedures to reduce energy costs while meeting the rate-of-return criteria established.

APPENDIX

D

Appendix D - Competitive Energy Services

This appendix contains a Request for Proposals for Competitive Energy Services for the Cabazon Band of Mission Indians.

The Cabazon Band of Mission Indians

Indio, California

REQUEST FOR PROPOSALS
FOR A
COMPETATIVE ENERGY SERVICES

INDIO, CALIFORNIA

July 2004

1.0 Introduction

The Cabazon Band of Mission Indians (CBMI) invites proposals from Bidders interested in providing firm all-requirements power supply to an aggregated load of Tribal facilities on two major parcels of land Near Indio, and Mecca, California.

The Cabazon Band of Mission Indians (CBMI) is a domestic sovereign nation under the laws of the United States of America and is a federally recognized Native American Indian tribe. In recent years, the Cabazons have dramatically increased their economic base by taking advantage of opportunities in the Desert Resorts area of California's Coachella Valley. Additional information concerning the CBMI can be accessed at http://www.cabazonindians.com/.

CBMI is currently involved in a major facilities expansion on their reservation near Indio, California. The current plans call for the remodeling of the existing Casino and Bowling Center, and construction of a new Golf Course, Hotel & Spa, Arena & Conference Center, and Timeshare Tower.

The historical power usage for existing facilities has been 3.7MegaWatts (MW).

In the year starting in October 2002 through September 2003, CBMI paid for 14,112 MWH of electrical energy with an estimated demand of 3.7MegaWatts (MW).

It is estimated that CBMI's annual power bill will be, approximately, 39,000MWH upon completion of Phase 1 of the FSRC Project in December 2004. Total demand is estimated to be 9.5 MW at that time.

Upon completion of the remaining, planned phases of the FSRC Project, the annual power bill for CBMI will be, approximately, 70,200 MWH with a rated demand of 15.3MW.

The CBMI facilities are currently served by the Imperial Irrigation District.

This RFP is structured in a flexible manner to allow proponents latitude in offering prices and other terms and conditions.

Cost of development of the RFP responses is to be born by the respondents.

The information received will be evaluated for functionality, dependability, viability, vendor's capacity to support the information, and net benefit to the CBMI.

Questions and answers related to the RFP are requested to be submitted in writing, via e-mail or fax, during the process, with questions and their responses being relayed to all respondents simultaneously. This will help to inform all interested parties of important issues and ensure fairness. Questions or concerns can be sent to Philip Rentz by e-mail at philr@fantasysprings.net or fax at (208) 379-0543.

2.0 Terms of Submission

CBMI reserves the right to reject any and all proposals, to request the submission of additional information by one, some, or all proponent(s) after the proposal submission deadline or to clarify proposals to enable reasonable evaluation and comparison by CBMI. CBMI also reserves the right to engage in negotiations with any and all proponents prior to the selection of a winning proposal. CBMI also reserves the right, as part of any negotiation or evaluation of proposals, to modify the proposed project agreements referenced in this

RFP. This solicitation does not commit CBMI to purchase capacity, energy or any other service from any proponent.

The power supply proposal shall be considered an offer to provide firm all-requirements electric energy to the consumers aggregated by CBMI. Proposals shall be executed by a person who has the authority to legally bind the Bidder. A corporate resolution or other authority necessary to bind the Bidder shall be submitted with the bid.

All proposals and supporting information shall become the exclusive property of CBMI. Information considered confidential by the proponents must be clearly identified as such. CBMI shall use all reasonable efforts to protect the confidentiality of information contained in proposals. CBMI may be required to release proposal information in order to meet regulatory or legal requirements. CBMI will not be held responsible for damages resulting from the disclosure of confidential information pursuant to regulatory requirements or as part of a legal proceeding.

Bids will be deemed valid through May 2005 or through the end of the supplier selection and approval process, whichever is later. CBMI reserves the right to reject any and all bids.

3.0 General Description of the Request for Proposals

CBMI is requesting proposals for firm all-requirements power supply for up to 70,200MWH per year for a five-year period commencing July 1, 2005, and ending June 30, 2010 (or other period proposed by Bidder). Initially, the loads will be limited to the requirement for 39,000MWH per year. Supplier will arrange for the delivery of power to consumers on the reservation land through the Imperial Irrigation District system according to the established protocols. Supplier must demonstrate load-following capability to maintain system reliability for firm all-requirements power supply and any additional services necessary to meet ISO and other regulatory organization requirements. Optional proposals for delivery of power other than through the Imperial Irrigation District system will be considered.

4.0 Milestone Dates and Events:

The planned schedule of events for this RFP process, are as follows:

RFP Issuance	**September 01, 2004**
Responses Due by 12:00 Noon	**December 01, 2004**
Response Review Period	**December 01 through December 15, 2004**
On-site Presentation and Tour	**To Be Arranged**

All RFP responses must be received at the address listed below no later than 12:00 Noon PST on December 01, 2004. RFP responses should be submitted to:

Philip Rentz
Fantasy Springs Development Services
84-245 Indio Springs Parkway
Indio, California 92203-3499

Faxed or e-mailed responses will not be considered. The original and ten (10) copies of the information should be submitted in a sealed envelope.

5.0 Sites

The Cabazon Reservation was established by an act of Congress in 1876 and occupies two separate sections of land consisting of 1,382 acres in the Coachella Valley.
The northern portion lays adjacent to Interstate Highway 10, between the cities of Indio and Coachella, in Sections 19, 30 and 32 of Township 5 South, Range 8 East, San

Bernardino Base and Meridian. Commercial development on this portion includes a tribal gaming casino, a tribal administration building, police and fire facilities, day care, a print shop, and other facilities. It can be viewed on the web at http://www.cabazonindians-nsn.gov/cgi-bin/ducs/display/o__content_cms/i__3
The southern portion consists of the entire 640 acres of Section 6 in Township 7 South, Range 9 East, San Bernardino Base and Meridian. Section 6 is crossed at its southwestern corner by both California State Highway 111 and the main line of the Union Pacific Railroad. As a result, the usable area within Section 6 is about 590 acres. It can also be viewed on the web at: http://www.cabazonresourcerecoverypark.com/maps.html

6.0 Site Tours

Site tours can be provided if request by interested parties. It is estimated that these tours will be approximately four hours in duration. Those interested in participating in a tour are requested to submit, in writing, the name(s) of the individual(s) expected to attend the tour, a signed Non-Disclosure Agreement (Attachment 1), and an indication as to which date would be preferred for attending, to Bill Anderson at the Fantasy Springs Development Services, by fax at (760) 342-0420 no later than 12 Noon PST, October 01, 2004.

7.0 Electrical Transmission Facilities

The facilities to be served are located near distribution and sub-transmission facilities of the IID rated at 12.5kV and 34.5kV, respectively. They are also near Southern California Edison lines of 230 kV and 500 kV.
Electric utility service is currently provided by the Imperial Irrigation District (IID), a municipally, owned utility. A listing the historical loads for the two areas is shown in Attachment 6. The northern area is referred to as the Fantasy Springs Resort and Casino (FSRC) and the Southern Area is referred to as the Cabazon Resource Recovery Park (CRRP). Of the two main services in the CRRP, one is a 277/480v 3phase 4000 amps service and the other is a 120/240volt 200amp service. The 10 main services in the FSRC have been served by IID from two 12.5kv distribution lines from the nearby Van Buren substation and are rated at a maximum of 5 MW each. As part of the facility expansion project in FSRC area, CBMI has constructed new distribution facilities on the reservation land that will be operated by them. There will be two service points, one for each of the existing lines.
It is expected that energy would be delivered from the transmission network through an interconnection with IID. The proponent should provide information addressing the interconnection standards. Any associated design, construction, operation and/or attachment costs should also be addressed.
A One-Line diagram of the Transmission line facilities in the general area can be viewed at: ftp://www.cabazonresourcerecoverypark.com/500mwproject/appendixb.pdf

8.0 Information Requirements

Any entity interested in responding to this RFP must supply:

- **A Notice of Intent to Respond (see Attachment 1)**
- **A signed Non-Disclosure Document (see Attachment 2)**
- **Proponent's Information Form (see Attachment 3) – Form providing a complete description of the responding entity, including a company prospectus showing annual revenues, history in similar projects, etc.**

- **Services Offered by Proponent (Attachment 4)**
- **Proponent's Costing Form (Attachment 5)**
- **Anti-collusion Affidavit (Attachment 6)**
- **Any additional data that may affect the price, terms, or conditions of the services to be provided including any exceptions and alternatives.**

The contents of the proposal should be organized as follows:

Executive Summary – Include a one or two page overview of the entire response to the RFP describing the most important elements.

Identification of the Proponent – Complete fully the attached "Identification of the Proponent" forms and attach to the Executive Summary. If the proponent is a registered ESP, provide your CPUC registration number. If not currently registered as an ESP with the CPUC, please provide a copy of your application and anticipated time frame for submittal.

This submittal is designed to aid in identifying the qualifications of the proponent and subcontractors. Including financial strengths and experience in this field. Also, please provide any additional business related information that may assist in evaluating your proposal

Understanding of the requested energy services – Include a statement of understanding of the energy services requested.

Services Offered by Proponent Form – Identify each of the listed services that the proponent proposes to offer to CBMI. If your company will not be providing any of the listed services, please note that as the case and list the alternatives for procuring the service. Also indicate the proponent's qualifications for each service area.

This section should also explain, in detail, the factors affecting the reliability of the supply arrangement. The discussion should include detailed information regarding the nature of generation sources and contractual arrangements for power supply, the transmission arrangements, the certainty of fuel supply and price (if costs are not fixed), the potential environmental considerations, if any, the reserves arrangements, the emergency power arrangements and proponents ability to deal with contingencies on a real time basis.

Schedule for Services – Provide a detailed schedule with all the steps that your proposal includes to implement direct access (including meter installation as appropriate) by July 1, 2005 or by an alternate proposed date. Also provide a schedule to implement services other than procurement of commodity supplies.

Costs of Services Form – The proposal should include prices for the entire load for terms of: one year (with an annual renewable option); five years; or alternate timeframes.

The proponents should keep in mind that CBMI is looking for proposals that will reduce the total cost of electric supply service. It is required that all prices quoted in the proposal include all costs for all services proposed. Unless otherwise specified, it is assumed that transmission, distribution, public goods, and Competitive Transaction Charges will be paid to the CPUS and/or the Imperial Irrigation District (IID) or other utility as appropriate. Proponent can submit fixed and/or variable price proposals. Prices tied to an index or market can be proposed. Any "shared savings" or other innovative proposals need to

identify method used to calculate the benefits to CBMI and the participating public agencies as well as to the proponent. The proponent shall specify the rates charged for time-of-use or seasonal pricing if applicable.

Submit proposed rate schedules in a format (Proposed Cost Form) that can be directly compared to the existing IID rate structures. For escalated pricing, a projection of the expected escalation factors should be provided along with support for the factor or use of a particular index. Proposals are meant to be for dull requirement service and any limitation on CBMI's ability to vary the amount of the proposed supply must be explicitly defined.

If offering additional services, provide a detailed price and fee structure for each proposed service.

Proponent should also specify how risk for CBMI is minimized. All proposal prices submitted in the response shall be valid for a reasonable period of time and be applicable over a reasonable range of load to allow time for review and commitment. State the minimum threshold load required to hold offered price. For evaluation purposes, provide individual costs for each service offered as well as a total price.

<u>Bonds, Warranties, etc. -</u> Include information identifying the proponents ability to provide performance bonds, corporate warrantees, or other guarantees to insure that CBMI will not be subject to penalty payments to the ISO, IID, or other costs associated with the proponents failure to perform or provision of the services offered.

9.0 Disclosure and Disclaimer

The information contained in this RFP has been prepared solely to assist prospective proponents in making the decision of whether or not to submit a proposal. CBMI does not purport this information to be all-inclusive or to contain all of the information that a prospective proponent may need to consider in order to submit a proposal. Any and all information provided in connection to this request for information should be verified or collaborated through alternative sources. No party receiving this information should rely upon this content to make any determinations or conclusions, either business decisions, financial determinations, or otherwise. Any information submitted as a result of this request for information shall not be returned, shall become the intellectual property of this agency requesting the information, and shall be considered for all purposes public information, unless and until a separate exclusivity or confidentiality agreement covering specific detailed information is agreed upon by both parties in writing. Any party submitting information shall by doing so, acknowledge and agree to this disclaimer and disclosure. No information or proposals submitted will be returned, regardless of the outcome of the project assignment.

Please place my name on the distribution list for information notices or correspondence regarding this Energy Services RFP

Name: _____

Company _____

Address _____

_____

_____

Telephone _____

Fax _____

Please return this form by October 01, 2004 to:

Philip Rentz
Fantasy Springs Development Services
84-245 Indio Springs Parkway
Indio, California 92203-3499

This Nondisclosure and Confidentiality Agreement (hereafter "Agreement") is dated as of _____, ___, 2004 and is entered into between _____ (Entity Name), an independent contractor, (hereafter "Entity AKA") and The Cabazon Band of Mission Indians (hereafter "Cabazon") (collectively the "Parties").

1. **BACKGROUND. Entity AKA and Cabazon will provide to the other certain trade secret and confidential information (hereafter "Proprietary Information") in connection with a possible business relationship involving certain energy project development (the "Development") on which Entity AKA intends to participate as a proponent for an electric energy production projects (the "Project"). The terms "Recipient" and "Disclosing Party" as used herein refer to Entity AKA or Cabazon, as the context requires.**
2. **IDENTIFICATION OF PROPRIETARY INFORMATION. The Proprietary Information includes: each Party's business plan; technical information; information regarding the Project; information regarding the Development; sources of supply; information as to operations; financial statements; financial data; personnel lists and data; and other confidential proprietary information with respect to Entity AKA and Cabazon that derives actual or potential economic value from not being generally known to the public, to competitors or to other persons who may obtain economic value from its disclosure or use. Nothing in this Agreement shall be construed as an obligation to disclose any specific Proprietary Information.**
3. **EXCEPTIONS TO PROPRIETARY STATUS. Information provided under this Agreement shall not be deemed Proprietary Information if and when one or more of the following conditions occurs: (a) The information becomes a matter of public knowledge through no fault of the Recipient; (b) the information is rightfully received by the Recipient from a third party without restriction on its subsequent disclosure; (c) the information was in the possession of the Recipient prior to its disclosure by the Disclosing Party; or (d) the information is disclosed pursuant to a valid order of a court or authorized government agency, provided that the Recipient has given the Disclosing Party an opportunity to defend, limit or protect against such disclosure. However, notwithstanding these exceptions, any combination of features disclosed to Recipient shall not fall within the foregoing exceptions merely because individual features are separately in the public domain or in its possession, unless the combination itself is in the public domain or otherwise legitimately in its possession from sources other than Recipient.**
4. **RESPONSIBILITIES OF RECIPIENT. Each Party will maintain the other Party's Proprietary Information in the strictest confidence; will not disclose the Proprietary Information to third parties without the Disclosing Party's prior written consent, and will not use the Proprietary Information, except as strictly necessary to carry out the purpose described above. Each Party will restrict the distribution of the Proprietary Information within its entity to those of its employees and representatives who have a need to know. The responsibilities identified under this paragraph shall survive any termination of this Agreement.**
5. **RETURN OF PROPRIETARY INFORMATION. Upon written request of the Disclosing Party, the Recipient of Proprietary Information shall destroy or return to the Disclosing Party all documents received from the Disclosing Party which contain Proprietary Information, all documents the Recipient may have created which contain any such Proprietary Information, and all copies of the foregoing. Upon written request of the Disclosing Party, the Recipient shall further deliver to the Disclosing Party a certificate stating that Recipient has destroyed or returned such Proprietary Information. The responsibilities identified under this paragraph shall survive any termination of this Agreement.**
6. **NO FURTHER RIGHTS. The Recipient of Proprietary Information shall not acquire any intellectual property rights from the Disclosing Party other than by a separate written agreement. The Disclosing Party shall retain title and all ownership rights to all Proprietary Information disclosed under this Agreement**
7. **NO WARRANTIES. Nothing in this Agreement shall constitute a warranty or guarantee that the Proprietary Information disclosed hereunder does not infringe the rights of any third Party. Each Party makes no representations and extends no warranties of any kind, either express or implied, and assumes no responsibilities whatever with respect to the use of any such Proprietary Information by the Recipient.**

8. **NO RELATIONSHIP OR OBLIGATION. This Agreement does not create any partnership, joint venture, agency relationship or any other form of business association between the Parties, nor an obligation to buy or sell services using or incorporating the Proprietary Information, nor does it create an implied or express license grant from either Party to the other. Any independent contractor relationship shall require a separate agreement, as this agreement is solely for the purpose of non-disclosure and confidentiality.**
9. **ASSIGNMENT. The rights or obligations specified by this Agreement shall not be assigned by either Party without the prior written consent of the other Party.**
10. **MERGER. This Agreement constitutes the entire agreement, written or verbal, between the Parties with respect to the exchange of Proprietary Information. This Agreement may not be amended except in a writing signed by duly authorized representatives of the parties. Any other Agreement between the Parties will not be affected by this Agreement.**
11. **GOVERNING LAW. This Agreement shall be governed by the laws of the State of California.**
12. **VENUE. Any lawsuit or legal proceeding of any nature brought by any Party in connection with this agreement shall be commenced only in Riverside, California, in federal or state court for the Central District, or in the Superior Court of Riverside County, State of California, unless by written agreement the Parties stipulate to a different venue.**
13. **INJUNCTIVE RELIEF. A breach of the provisions in this Agreement could cause irreparable harm to the Disclosing Party, which could not be fully compensated by monetary damages. Accordingly, each Party agrees that, in addition to any and all remedies at law, a Disclosing Party will be entitled to pursue any and all equitable remedies, including injunctive relief, in the event of a breach of the terms and conditions of this Agreement.**
14. **ATTORNEYS' FEES. In the event of any litigation, or other legal action arising out of or related to this Agreement, the prevailing Party shall be entitled to an award of attorneys' fees and costs.**

Entity Name

By: _____
Name: _____
Title: _____

THE CABAZON BAND OF MISSION INDIANS

By: _____
Name: _____
Title: _____

INSTRUCTIONS: PRINT OR TYPE. COMPLETE ALL ITEMS ON THIS FORM AND ATTACH BROCHURE/LINE CARD, IF AVAILABLE.

FIRM LEGAL NAME AND MAILING ADDRESS:

_____
_____
_____
_____

CONTACT: _____ **Title:** _____
PHONE: _____ **FAX:** _____
PARENT COMPANY (IF ANY) _____

☐ **FEDERAL TAX ID OR** ☐ **SOCIAL SECURITY NUMBER:** _____
FERC REGISTRATION # _____ **SEC REGISTRATION #** _____
INTERNET WEBSITE: _____

TYPE OF OWNERSHIP: ☐ **SOLE PROPRIETOR** ☐ **CORPORATION** ☐ **PARTNERSHIP** ☐ **AFFILIATE**
☐ **NON-PROFIT** ☐ **SUBSIDIARY**
☐ **DIVISION OF:** _____
INCORPORATION DATE: _____ **STATE:** _____ **DATE BUSINESS STARTED:** _____

NUMBER OF EMPLOYEES: _____

☐ **WOMEN BUSINESS ENTERPRISE** ☐ **MINORITY BUSINESS ENTERPRISE**
IF MINORITY-OWNED, MARK THE PERCENTAGE OWNED BY U.S. CITIZENS OF THE FOLLOWING GROUPS:
☐____ **% ASIAN PACIFIC AMERICAN** ☐__**% BLACK AMERICAN** ☐____ **% HISPANIC AMERICAN**
☐____ **% NATIVE AMERICAN** ☐____ **% WHITE** ☐____ **% Other, Specify:** _____
VERIFICATION AGENCY: ☐ **CALIFORNIA WMBE CLEARINGHOUSE** ☐ **CALTRANS**
OTHER: _____
VERIFICATION NUMBER: _____ **VERIFICATION DATE:** _____
EXPIRATION DATE: _____

TYPE OF BUSINESS: _____
PRODUCTS/SERVICES PROVIDED: _____
(IF NOT ALREADY PROVIDED, PLEASE SEND BROCHURES, ANNUAL REPORTS, PROSPECTUSES, ETC.)
GROSS ANNUAL SALES: $_____
IF DBA, PROVIDE BUSINESS NAME (S): _____
BANK REFERENCE: _____ **CONTACT NAME:** _____
CONTACT PHONE: _____

PROPONANT INFORMATION FORM

Page 2

HAS THE ORGANIZATION BEEN THE SUBJECT OF LITIGATION FOR THE FAILURE TO MEET CONTRACTED OBLIGATIONS TO DELIVER OR SUPPLY ELECTRICITY WITHIN THE LAST 3 YEARS? ☐ YES ☐ NO (IF YES, GIVE DETAILS IN ATTACHED STATEMENT)

HAS THE ORGANIZATION FILED FOR BANKRUPTCY, OR IS IT CURRENTLY IN DEFAULT OF BUSINESS LOANS, OR IS IT RESPONSIBLE FOR UNDISPUTED PAYMENTS TO SUPPLIERS OR TRANSPORTERS WHICH ARE OVER 60 DAYS PAST DUE? (IF YES, GIVE DETAILS IN ATTACHED STATEMENT) ☐ YES ☐ NO

HAVE ANY AGREEMENTS HELD BY THE ORGANIZATION FOR PROVIDING ELECTRICITY SERVICES EVER BEEN CANCELED? (IF YES, GIVE DETAILS IN ATTACHED STATEMENT) ☐ YES ☐ NO

IS THE ORGANIZATION CURRENTLY ENGAGED IN MERGER OR ACQUISITION NEGOTIATIONS, OR DOES IT ANTICIPATE ENTERING INTO MERGER AOR ACQUISITION NEGOTIATIONS WITHIN THE TIME PERIOD OF THIS RFP? (IF YES, GIVE DETAILS IN ATTACHED STATEMENT) ☐ YES ☐ NO

DO YOU HAVE A CALIFORNIA OR WEST COAST OFFICE? ☐ YES ☐ NO
(ATTACH ADDRESS AND PHONE IF DIFFERENT FROM PREVIOUS PAGE)

WHAT YEAR DID YOUR COMPANY BEGIN SELLING ELECTRICITY TO THE

WHOLESALE MARKET? _____(DATE)
RETAIL MARKET? _____(DATE)

WHAT IS YOUR VOLUMN OF ELECTRIC GENERATION OWNED OF DEDICATED UNDER FIRM LONG-TERM SUPPLY CONTRACTS? SPECIFIC FUEL TYPES FOR EACH SOURCE OF SUPPLIES (COAL, NATURAL GAS, DIESEL, SOLAR, ETC.)

CALIFORNIA _____
WESTERN STATES _____
INTERNATIONAL _____
TOTAL _____

PROVIDE YOUR TOTAL ELECTRIC SALES IN DOLLARS AND IN ENERGY UNITS FOR 2002 AND 2003.

2003 TOTAL _____ CALIFORNIA _____
2004 TOTAL _____ CALIFORNIA _____

PROPONANT INFORMATION FORM

Page 3

PAST, SIMILAR PROJECTS

CUSTOMER NAME: _____

CUSTOMER SIZE: _____**MW DEMAND** _____**MWH/YR**

ANNUAL SALES: $_____

CUSTOMER LOCATION: _____

_____

_____

CONTACT NAME: _____ **CONTACT PHONE:** _____

CUSTOMER NAME: _____

CUSTOMER SIZE: _____**MW DEMAND** _____**MWH/YR**

ANNUAL SALES: $_____

CUSTOMER LOCATION: _____

_____

_____

CONTACT NAME: _____ **CONTACT PHONE:** _____

PLEASE PROVIDE ANY ADDITIONAL INFORMATION YOU FEEL IS IMPORTANT (E.G., EXPANSION PLANS, PROPOSED PRODUCT ADDITIONS, ETC.)

_____

_____

_____

_____

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY THAT THE ABOVE RESPONSES ARE TRUE AND CORRECT.

THE UNDERSIGNED AGREES TO INFORM CBMI IMMEDIATELY OF ANY CHANGES TO THE INFORMATION HEREIN, PARTICULARLY CHANGES IN OWNERSHIP, CONTROLLING INTEREST OR OPERATIONS.

_____ _____

NAME OF PRINCIPAL OWNER/OFFICER (PRINT) **TITLE**

_____ _____

SIGNATURE **DATE**

NOTE: FAILURE TO PROVIDE COMPLETE AND ACCURATE INFORMATION MAY RESULT IN DISQUALIFICATION. ANY POSSIBLE CONFLICT OF INTEREST CONCERNING RELATIONSHIPS WITH CBMI OR ITS AFFILIATE EMPLOYEES MUST BE BROUGHT TO THE ATTENTION OF THE MANAGING DIRECTOR.

RETURN COMPLETED FORM TO BILL ANDERSON, 84-245 INDIO SPRINGS PARKWAY, INDIO CALIFORNIA 92203-3499

TABLE SHALL BE COMPLETED AND IN THE FORM REQUESTED. OMISSION, INNACURACY OR MISSTATEMENT MAY BE CAUSE FOR THE REJECTION OF A PROPOSAL. PLEASE CHECK THE APPROPRIATE BOX IDENTIFYING PROVIDER OF EACH INDIVIUDUAL SERVICE.

SERVICES OFFERED BY PROPONENT FORM

SERVICE	OFFERED BY
POWER SUPPLIES (REQUIRED)	PROPONENT ☐ SUBCONTRACTOR ☐ OTHER ☐ IDENTITY (IF OTHER THAN PROPONENT): _____
BILLING	PROPONENT ☐ SUBCONTRACTOR ☐ OTHER ☐ IDENTITY (IF OTHER THAN PROPONENT): _____
METERING	PROPONENT ☐ SUBCONTRACTOR ☐ OTHER ☐ IDENTITY (IF OTHER THAN PROPONENT): _____
METER READING	PROPONENT ☐ SUBCONTRACTOR ☐ OTHER ☐ IDENTITY (IF OTHER THAN PROPONENT): _____
ANCILLARY SERVICES (REQUIRED)	PROPONENT ☐ SUBCONTRACTOR ☐ OTHER ☐ IDENTITY (IF OTHER THAN PROPONENT): _____
SCHEDULING COORDINATION (REQUIRED)	PROPONENT ☐ SUBCONTRACTOR ☐ OTHER ☐ IDENTITY (IF OTHER THAN PROPONENT): _____
VERIFICATION AGENT	PROPONENT ☐ SUBCONTRACTOR ☐ OTHER ☐ IDENTITY (IF OTHER THAN PROPONENT): _____
RATE ANALYSIS	PROPONENT ☐ SUBCONTRACTOR ☐ OTHER ☐ IDENTITY (IF OTHER THAN PROPONENT): _____
OTHER VALUE ADDED SERVICES - (PROVIDE A DETAILED DESCRIPTION)	PROPONENT ☐ SUBCONTRACTOR ☐ OTHER ☐ IDENTITY (IF OTHER THAN PROPONENT): _____

SERVICES OFFERED BY PROPONENT FORM

PAGE 2

Definition of Service Categories

POWER SUPPLIES (REQUIRED) – THIS MAY INCLUDE A POWER BROKERING ARRANGEMNENT OR POWER GENERATION. THE VENDOR PROVIDING THESE SERVICES IS REQUIRED TO BE REGISTERED AS AN ENERGY SERVICE PROVIDER (ESP). THERE IS AN INTEREST BY CBMI IN A GREEN POWER PURCHASE PROGRAM THAT WOULD ENABLE THEM TO PURCHASE ALL OR SOME OF THE ELECTRIC POWER REWUIREMENTS FROM RENEWABLE ENERGY SOURCES. AS AN OPTION (TO BE PRICES SEPERATELY), PROIPOSERS SHOULD PROVIDE PRICES OPTIONS FOR THE ENTIRE LOAD OR INCREMENTS OF DELIVERED POWER GENERATED FROM RENEWABLE RESOURCES AS DEFINED BY AB 1890 AND THE PUBLIC UTILITY CODE. SPECIFY HOW ANY REBATES WOULD BE ALLOCATED FROM ANY RENEWABLE SUPPLIES.

BILLING – OPTIONS FOR BILLING MANAGEMENT, ACCOUNT SETTLEMENT, AND PAYMENT COLLECTION. PROVIDE EXPERIENCED AS A BILLING AGENT AND PROPOSED BILLING METHOD. UTILITY-DISTRIBUTION COMPANY (UDC) OR ESP CONSOLIDATED BILLING. SEPARATE UDC/ESP BILLING IS NOT DESIRED. A STANDARD BILLING FORMAT IS DESIRED. IN ADDITION, THERE IS A STRON INTEREST TO HAVE CONSOLIDATED BILLING FOR MULTIPLE ACCOUNTS/METERS. INCLUDE THE AVAILABILITY OF ELECTRONIC CUSTOMER BILLING DATA IN YOUR RESPONSE AND THE CAPABILITY TO CONDUCT CONSOLIDATED BILLING.

METERING – PROPONANT'S PLAN FOR MEETING REQUIRED HOURLY INTERVAL METERING (INSTALLATION, TESTING, AND MAINTENANCE) AND DATA COMMUNICATION FOR INDIVIDUAL SERVICE ACCOUNTS NOT DEFINED AS RESIDENTIAL OR SMALL COMMERCIAL. THE METERING PROPOSAL SHOULD ENDEAVOR TO MINIMIZE OR ELIMINATE CAPITAL COSTS FOR PARTICIPATING PUBLIC AGENCIES.

METER READING – PLAN FOR REQUIRED METERING READING FOR INDIVIDUAL SERVICE ACCOOUNTS NOT DEFINED AS RESIDENTIAL OR SMALL COMMERCIAL.

ANCILLARY SERVICES (REQUIRED) – PROVISION OF OR CONTRACTS FOR ANCILLARY SERVICES INCLUDING SPINNING RESERVE, REPLACEMENT RESERVE GENERATION, REPLACEMENT RESERVE DISPATCHABLE LOAD, REGULATION, NON SPINNING RESERVE GENERATION, NON SPINNING RESERVE DISPATCHABPLE LOAD, ETC.

SCHEDULING COORDINATION (REQUIRED) – CAPABILITY TO PROVIDE THE INDEPENDENT SYSTEM OPERATOR AND/OR UDC WITH BALANCED HOURLY SCHEDULES OF GENERATION TO BE INJECTED IN THE GRID, AND POWER TO BE WITHDRAWN FROM THE GRID FOR CBMI. ADDRESS PLANS TO BECOME A CERTIFIED SCHEDULING COORDIANATOR (SC) OR DESCRIBE ANY AGREEMENTS WITH SCHEDULING COORDINATORS.

VERIFICATION AGENT – DESCRIBE YOUR COMPANY'S UNDERSTANDINGT OF THE VERIFICATION AGENT REQUIREMENT FOR PUBLIC AGENCY LOAD AND YOUR COMPANY'S STRATEGY FOR SUBMITTING CHANGE OF SERVICE NOTIFICATIONS AND REQUESTS TO THE UDC AND PUBLIC UTILITY COMMISSION (PUC), AS APPROPRIATE.

RATE ANALYSIS – CAPABILITY TO CONDUCT BILL AUDITS AND RATE ANALYSIS TO IDENTIVY COST SAVINGS.

OTHER VALUE-ADDED SERVICES (DESCRIBE IN DETAIL) – INCLUDES ANY OTHER SERVICE THAT WOULD ADD VALUE TO THE CBMI AGGREGATION PROGRAM.

Attachment 5 - Proponent Costing Form

Page 1

STATEMENTS SHALL BE COMPLETE AND ACCURATE AND IN THE FORM REQUESTED. OMISSION, INACCURACY OR MISSTATEMENT MAY BE CAUSE FOR THE REJECTION OF A PROPOSAL.

1. **ENTER SUPPLY BID FOR THE ENTIRE LOAD (REQUIRED). AN ADDITIONAL SUPPLY BID MAY BE SUBMITTED FOR THE PROJECTED, FUTURE LOAD.**
2. **ENTER SEPERATELY RENEWABLE RESOURCE SUPPLY BIDS FOR THE ENTIRE LOAD OR FOR INCREMENTS IN BLOCKS OF LOADS (OPTIONAL). AN ADDITIONAL SUPPLY BID MAY BE ENTERED FOR THE PROJECTED, FUTURE LOAD.**
3. **ALL SUPPLY BIDS MUST INCLUDE POWER SUPPLIES, SCHEDULE COORDINATION, AND ANCILLARY SERVICES TO DELIVER ACTUAL POWER SUPPLIES.**
4. **PROPONENTS HAVE FLEXIBILITY TO STRUCTURE BIDS (E.G., FIXED, INDEXED, TERMS OF USE INDEPENDENT, ETC.). ANY "SHARED SAVINGS" BENEFITS SHOULD BE IN ADDITION TO THE QUOTED PRICES.**
5. **ENTER MINIMUM THRESHOLD LOAD REQUIRED TO HOLD OFFERED PRICES (IF ANY).**
6. **ENTER MAXIMUM CAPACITY AVAILABLE.**
7. **ENTER THE PROPOSED CONTRACT TERM (E.G., 1 YR RENEWABLE, 5 YR, OR SPECIFIC NUMBER OF YEARS FOR LONGER TERM)**
8. **WHERE DEMAND CHARGES DO NOT APPLY, "NA" IS AN ACCEPTABLE RESPONSE.**
9. **SUPPLY BID ALTERNATIVES MAY BE SUBMITTED. COPY THE FORM TO SUBMIT ALTERNATIVE BIDS.**
10. **PROVIDE A DETAILED PRICE AND FEE STRUCTURE FOR EACH ADDITIONAL PROPOSED SERVICE: BILLING, METERING, METER READING, LOAD PROFILING, VERIFICATION, RATE ANALYSIS, AND OTHER VALUE-ADDED SERVICES AS DESCRIBED IN ATTACHMENT 4 – SERVICES OFFERED BY PROPONENTS.**
11. **IF RATES VERY BY TIME PERIOD, PROVIDE A DEFINITION AND SEPARATE ESTIMATE FOR EACH PERIOD.**

PROPONENT COSTING FORM

Page 2

Proponents Costing Form				
Supply Bid (inclusive of power supplies, schedule coordination, and ancillary services)	Energy Charge ($/kWh)	Demand Charge ($/KW-mo)	Minimum threshold Load (kWh & KW)	Maximum Capacity Available (KW)
Non-Renewable Resource - ___ yr renewable contract				
Renewable Resource - ___ yr renewable contract				
Non-Renewable Resource - 5 yr contract				
Renewable Resource - 5 yr contract				

Billing	
Metering	
Meter Reading	
Verification Agent	
Rate Analysis	
Other Value-added Services (Describe)	

IID #	IID Classification	Oct. 02		Nov. 02		Dec. 02		Jan. 03	
		Demand	KWH	Demand	KWH	Demand	KWH	Demand	KWH
50034890	COMM-GEN. LARGE	1040	335000	1010	358000	880	316000	1080	149000
50037522	COMM-SMALL Rural	0	1630	0	840	0	970	0	1350
	CRRP Total	1040	336630	1010	358840	880	316970	1080	150350
50005559	COMM-LARGE Urban	74	4400	50	2600	0	0	0	0
50037525	ST-LIGHTS Urban	0	100	0	100	0	100	0	100
50037470	COMM-LARGE Urban	113.6	35040	84.8	34880	70	32160	84	33120
50037494	COMM-LARGE Urban	64	17440	110.4	15360	50	12000	50	12000
50090933	COMM-LARGE Urban	0	32040	0	36840	0	3600	0	32160
50090940	COMM-SMALL Urban	0	570	0	620	0	610	0	690
50095258	COMM-LARGE Urban	123	70500	120	76500	120	76200	129	69600
50095290	COMM-LARGE Urban	682.5	312750	675	299250	495	249750	652.5	227250
50149516	COMM-LARGE Urban	760	439000	740	479000	740	469000	780	49500
50174340	COMM-SMALL Urban	0	5410	0	6810	0	7910	0	8070
	FSRC Total	1817.1	917250	1780.2	951960	1475	851330	1695.5	432490

(From IID Bills)

IID #	IID Classification	Feb. 03		Mar. 03		Apr. 03		May-03	
		Demand	KWH	Demand	KWH	Demand	KWH	Demand	KWH
50034890	COMM-GEN. LARGE	880	89000	990	103000	1040	135000	1090	106000
50037522	COMM-SMALL Rural	0	600	0	880	0	850	0	1410
	CRRP Total	880	89600	990	103880	1040	135850	1090	107410
50005559	COMM-LARGE Urban	0	0	0	0	0	0	0	0
50037525	ST-LIGHTS Urban	0	100	0	100	0	100	0	100
50037470	COMM-LARGE Urban	86.4	31200	92.8	35360	87.2	29200	128	35520
50037494	COMM-LARGE Urban	50	12480	50	10400	124.8	14560	54.4	16480
50090933	COMM-LARGE Urban	0	26640	0	26400	0	55920	0	35280
50090940	COMM-SMALL Urban	0	660	0	740	0	670	0	660
50095258	COMM-LARGE Urban	132	78600	108	62700	138	102300	114	72300
50095290	COMM-LARGE Urban	645	267750	697.5	248250	652.5	369000	682.5	357750
50149516	COMM-LARGE Urban	970	474000	700	403000	830	605000	780	518000
50174340	COMM-SMALL Urban	0	7090	0	5610	0	7700	0	5830
	FSRC Total	1883.4	898520	1648.3	792560	1832.5	1184450	1758.9	1041920

IID #	IID Classification	Jun-03		Jul-03		2-Aug		Sept. 03	
		Demand	KWH	Demand	KWH	Demand	KWH	Demand	KWH
50034890	COMM-GEN. LARGE	1400	158000	1030	172000	1000	113000	1020	128000
50037522	COMM-SMALL Rural	0	3510	0	3060	0	2450	0	2780
	CRRP Total	1400	161510	1030	175060	1000	115450	1020	130780
50005559	COMM-LARGE Urban	0	0	0	0	0	0	0	0
50037525	ST-LIGHTS Urban	0	100	0	100	0	100	0	100
50037470	COMM-LARGE Urban	115.2	44480	122.4	59.36	124.8	35840	112.8	49840
50037494	COMM-LARGE Urban	60.8	20320	104	40160	68.8	24640	64	24320
50090933	COMM-LARGE Urban	0	37680	0	37920	0	31920	0	34920
50090940	COMM-SMALL Urban	0	740	0	790	0	480	0	710
50095258	COMM-LARGE Urban	141	97200	144	79200	87	34800	84	45900
50095290	COMM-LARGE Urban	817.5	420000	817.5	545250	885	343500	750	459000
50149516	COMM-LARGE Urban	900	548000	890	619000	840	486000	780	512000
50174340	COMM-SMALL Urban	0	6040	0	7000	0	4420	0	6800
	FSRC Total	2034.5	1174560	2077.9	1329479	2005.6	961700	1790.8	1133590

APPENDIX

E

Appendix E – RFP for Conventional Energy Sources

This chapter provides a summary of this report. It presents the findings and recommendations associated with proposed energy system administration, operation and maintenance roles and associated recommendations for ongoing training in support of those roles.

The Cabazon Band of Mission Indians

Indio, California

REQUEST FOR PROPOSALS TO DESIGN, CONSTRUCT, AND COMISSION A 50MW-COMBINED CYCLE POWER GENERATING PLANT AT THE CABAZON RESOURCE RECOVERY PARK

MECCA, CALIFORNIA

August 2004

DRAFT

Prepared By

Philip L. Rentz

TABLE OF CONTENTS

1.0 Introduction

The Cabazon Band of Mission Indians (CBMI) is a domestic sovereign nation under the laws of the United States of America and is a federally recognized Native American Indian tribe. In recent years, the Cabazons have dramatically increased their economic base by taking advantage of opportunities in the Desert Resorts area of California's Coachella Valley. Additional information concerning the CBMI can be accessed at http://www.cabazonindians.com/.

Significant socio-economic impacts are expected to result from the proposed project, and are to be expected to be beneficial. The proposed project meets CBMI's goals of expansion and diversion of the Tribal economic base, thus furthering self-determination and self-government sufficiency for the Tribe. In addition, the proposed project makes full, useful, and productive use of the limited lands available to the Tribe.

This Request For Proposals (RFP) is being issued in an attempt to solicit recommendations as to the number, size, type, and relative costs of power generating units that would meet this need. Any associated design, construction, operation and/or interconnection costs should be addressed in the recommendation.

This plant should have a total net generating capacity of 50MW. The plant should be a conventional, combined cycle, natural gas fired system. An Environmental Assessment Report has been approved based on the installation of a 50MW GE LM6000 simple cycle system. The proposed plants environmental impact should not exceed the approved environmental limitations.

The proposed plant may be based on the use of gas Turbines, micro turbines, fuel cells, or internal combustion engines base units with heat recovery steam generators (HRSG).

The plant's proponents must be willing to make a legally binding commitment to provide, design, build, and commission the plant and all associated gas, water, and electrical transmission facilities.

Cost of development of the proposals is to be born by the proponents.

The successful proponent will be responsible, at its sole cost, for preparing all documents and providing all information to CBMI and other agencies in connection with their proposal.

The proposals received will be evaluated for their functionality, dependability, viability, cost, schedule, and vendor's capacity to support the proposal.

Questions and answers may be submitted via e-mail during the process, with questions and their responses being relayed to all vendors simultaneously. This will help to inform all interested parties of important issues and ensure fairness. Questions of concerns can be sent by e-mail to Philip Rentz at philr@fantasysprings.net

2.0 Milestone Dates and Events:

The planned schedule of events for this RFP process, are as follows:

RFP Issuance	**November 15, 2004**
Letter of Intent Due	**December 1, 2004**
On-site Presentation and Tour	**December 2 & 3, 2004**
Proposals Due by 12:00 Noon	**January 3, 2005**
Proposal Review Period	**January 3 through February 3, 2005**

Selection Date **February 4, 2005**
Proposed In-Service Date **TBA**

An oral presentation of the RFP and site tours will be conducted on December 2 and 3, 2004 for interested parties. It is estimated that these presentations and tours will be approximately two hours in duration. Those interested in participating in a tour are requested to submit, in writing, a letter indicating the name(s) of the individual(s) expected to attend the tour, and which of the two dates would be preferred for attending, to Philip L. Rentz, by fax at (208) 379-0543 no later than 12 Noon PST, December 1, 2004.

All entities intending to respond to this RFP are requested to submit a Letter of Intent (see Attachment 1) and a signed Non Disclosure Agreement (see Attachment 2) to Philip L. Rentz, by fax at (208) 379-0543 no later than 12 Noon PST, December 1, 2004.

The Letter of Intent must include identification of the proposing entity, and the name, mailing address, and telephone number of the person to be contacted by CBMI.

All proposals must be received at the address listed below no later than 12:00 Noon PST on January 3, 2005. Proposals received after this time will not be considered. Faxed or e-mailed proposals will not be considered. The proposals should be submitted in a sealed envelope. The original and ten (10) copies of the proposal should be sent to:

Mr. Bill Anderson
Fantasy Springs Development Corporation
84-245 Indio Springs Parkway
Indio, California 92203-3499

3.0 Project Site

The Cabazon Reservation was established by an act of Congress in 1876 and occupies two separate sections of land consisting of 1,382 acres in the Coachella Valley. The northern portion lays adjacent to Interstate Highway 10, between the cities of Indio and Coachella, in Sections 19, 30 and 32 of Township 5 South, Range 8 East, San Bernardino Base and Meridian. Commercial development on this portion includes a tribal gaming casino, a tribal administration building, police and fire facilities, day care, a print shop, and other facilities. The southern portion consists of the entire 640 acres of Section 6 in Township 7 South, Range 9 East, San Bernardino Base and Meridian. Section 6 is crossed at its southwestern corner by both California State Highway 111 and the main line of the Union Pacific Railroad. As a result, the usable area within Section 6 is about 590 acres. The project location is shown in Appendix A.

This southern portion of the reservation (Section 6) is zoned for medium and heavy industrial use, and has been so designated since August 1986, when the tribe adopted its General Plan (Cabazon Band of Mission Indians, 1986a). It is on this section that the Cabazon Resource Recovery Park is planned. Development of a power generating plant on this land is consistent with the long-range tribal goal of establishing a strong and diverse economic base from which the tribe can provide for its self-sufficiency and self-determination well into the 21st century.

Section 6 is characterized by smooth topography with an upward slope running from southwest to northeast. The low point, at the southwest corner, has an elevation of 180 feet below sea level. The high point is 146 feet below sea level at the northeast corner. A natural gas pipeline also traverses the property, dividing it in half diagonally from southwest to northeast. A storm water drainage channel, ultimately leading to the Salton Sea, is present, adjacent to the Union Pacific Railroad.

The specific land identified for the proposed 50 MW Power Generating Plant is approximately 5 Acres West of and adjacent to the First Nation Recovery Inc. tire recycling facility (see Appendix

A). However, proponents are not precluded from proposing projects at other locations on Section 6. In Addition, proponents are encouraged to site their facilities in a manner that allows for expansion in the future if appropriate.

Electrical Transmission Facilities

Electric utility service in the project area is provided by the Imperial Irrigation District (IID), a municipally owned utility. The IID operates a major substation in Coachella, about 7 miles northwest of the proposed project site. A transmission line from the IID Coachella substation to Section 6 is in place, currently serving the operation projects on Section 6. The 50 MW Colmac cogeneration plant is situated near the planned location for the proposed site.

The proposed CBMI power project would be located in the proximity of transmission facilities of the Imperial Irrigation District (IID) rated at 92 kV, 161 kV, and 230 kV. These existing facilities are utilized to deliver the out put of IID generation located in the El-Centro area to loads in the Coachella Valley area and the geothermal generation located southeast of the Salton Sea to IID's interconnection points with Southern California Edison (SCE) at the Mirage and Devers Substations. It is proposed that the CBMI power plant capacity be connected to the IID's 92 kV line and distributed through IID's Coachella Valley Substation.

The proponent will be responsible for meeting applicable interconnection standards. Any associated design, construction, and/or attachment costs are to be described and included in the proposal.

Water

The Coachella Valley Water District (CVWD) provides water utility service to the project area. The CVWD has constructed an 18-inch water main along Lincoln Street, adjacent to the eastern edge of Section 6. Ground water is available in substantial quantities beneath Section 6, and the Cabazon Band has the right to extract this water for any purposes. The existing Colmac Energy project in the south-central portion of Section 6 operates two ground water wells, each capable of providing over 1,600 gallons per minute (gpm) of water. The Colmac Energy project uses approximately 800 gpm of groundwater, without significant drawdown on the water table. Further, there is an 800 gpm well on the former REMCO soil remediation site. The CVWD states that the groundwater table in the lower valleys is in overdraft.

Gas

Utility gas service to the area of Section 6 is provided by The Gas Company (aka Southern California Gas Company). A six-inch, 400 pound per square inch (psi) pressure gas line is located along Avenue 62 and another 400 psi line is located along Highway 111. The Highway 111 pipeline currently provides gas to the Colmac Energy plant, the Nutritional Foods plant just south of Section 6, and numerous residences in the Mecca area.

Waste Disposal

Solid waste disposal in the area is provided by both Western Waste Industries and Waste Management of the Desert. Both of these companies provide residential, commercial, and industrial waste pickup and disposal services.

Seismic

For civil engineering purposes, the State of California is divided into seismic zones, ranging from 1 to 4, with areas designated as Zone 4 representing areas of highest seismic activity. The project site is in Uniform Building Code Seismic Zone 4. The Uniform Building Code provides design standards for construction in each seismic zone, so that foundations and structures can confidently be expected to survive earthquakes that can potentially occur. The Uniform Building Code provides for increases in the structural resistance of selected buildings to ground shaking, through the use of an "importance factor." This factor is a multiplier used to strengthen certain design factors and

elements for structures such as hospitals and other buildings, which may be of more than normal importance for whatever reason. The Cabazon Band of Mission Indians has adopted the Uniform Building Code. Without appropriate design considerations, structures in the Project could be significantly impacted by seismic activity levels, which may occur at the project site.

Air Quality

Projects on Indian Reservations are not subject to regulations of the SCAQMD although they are required to meet federal air quality regulations and standards. However, Best Available Control Technology will be required on stationary sources of emissions, which would primarily include the sources combusting natural gas.

4.0 Proposal Requirements

Any entity interested in responding to this RFP must supply:

- **A Letter of Intent (see Attachment 1);**
- **A signed Non Disclosure Agreement (see Attachment 2);**
- **A complete description of the proposing entity, including a company prospectus showing annual revenues, history in similar projects, etc. (see Attachment 3 – Proponents Information Form);**
- **A spreadsheet indicating all major components and associated costs of the proposed plant (see Attachment 4 – Data and Cost Spreadsheet);**
- **Documents describing the proposed power generating plant and associated facilities and costs. This shall include, but not be limited to, proposed power ratings, site plans, plant layout, single line diagram, gas facilities, electrical transmission facilities, transmission interconnection requirements, water and wastewater requirements, operating efficiency, etc.;**
- **A detailed schedule for designing, purchasing, permitting, and developing the Generating Plant (including construction and equipment delivery schedules); and**
- **The identification and costs of the proposed metering and other measuring devices are to be included in the proposal.**

CBMI reserves the right to reject any and all proposals, to request the submission of additional information by one, some, or all proponent(s) after the proposal submission deadline or to clarify proposals to enable reasonable evaluation and comparison by CBMI. CBMI also reserves the right to engage in negotiations with any and all proponents prior to the selection of a winning proposal. CBMI also reserves the right, as part of any negotiation or evaluation of proposals, to modify the proposed project agreements referenced in this RFP.

Proponents are requested to submit all questions pertaining to this RFP in writing, to Philip Rentz, Fantasy Springs Development Corporation, by fax at (208) 379-0543.

5.0 Associated Documents, Studies and Reports:

Several related documents and study results are available for various parcels and projects associated with Section 6. They can be accessed on the web at the addresses shown.

- **Cabazon Resource Recovery Park Advantages at: http://www.cabazonresourcerecoverypark.com/whycrrp.html**
- **Cabazon resource Recovery Park Developer Information at: ftp://www.cabazonresourcerecoverypark.com/500mwproject/appendixd.pdf**
- **A One-Line diagram of the Transmission line facilities in the general area can be viewed at: ftp://www.cabazonresourcerecoverypark.com/500mwproject/appendixb.pdf**

Several other studies and reports concerning the site and the previously proposed 50MW power plant have been developed and may be viewed at the Fantasy Springs Development Center at 84-245 Indio Springs Parkway, Indio, California 92203-3499. These reports include:

- **50 MW Power Generation Peaking Plant – Business Plan**
- **Geo-technical Engineering Report – 50-MW Power Generator 9/7/01**
- **Section 6, Land Use, Water and Wastewater Study 9/7/01**
- **Environmental Assessment for the LM6000 natural gas powered electric generating turbine Project**
- **Geotechnical Engineering Report – 50-MW Power Generator 9/7/01**

6.0 Disclosure and Disclaimer:

The information contained in this RFP has been prepared solely to assist prospective proponents in making the decision of whether or not to submit a proposal. CBMI does not purport this information to be all-inclusive or to contain all of the information that a prospective proponent may need to consider in order to submit a proposal. Any and all information provided in connection to this request for information should be verified or collaborated through alternative sources. No party receiving this information should rely upon this content to make any determinations or conclusions, either business decisions, financial determinations, or otherwise. Any information submitted as a result of this request for information shall not be returned, shall become the intellectual property of this agency requesting the information, and shall be considered for all purposes public information, unless and until a separate exclusivity or confidentiality agreement covering specific detailed information is agreed upon by both parties in writing. Any party submitting information shall by doing so, acknowledge and agree to this disclaimer and disclosure. No information or proposals submitted will be returned, regardless of the outcome of the project assignment.

Please place my name on the distribution list for information notices or correspondence regarding this 50MW Power Project RFP

Name: _____

Company _____

Address _____

_____

_____

Telephone _____

Fax _____

Please return this form by October 01, 2004 to:

Philip Rentz

Fantasy Springs Development Services

84-245 Indio Springs Parkway

Indio, California 92203-3499

This Nondisclosure and Confidentiality Agreement (hereafter "Agreement") is dated as of _____, ___, 2004, and is entered into between _____ (Entity Name), an independent contractor, (hereafter "Entity AKA") and The Cabazon Band of Mission Indians (hereafter "Cabazon") (collectively the "Parties").

15. **BACKGROUND. Entity AKA and Cabazon will provide to the other certain trade secret and confidential information (hereafter "Proprietary Information") in connection with a possible business relationship involving certain energy project development (the "Development") on which Entity AKA intends to participate as a proponent for an electric energy production projects (the "Project"). The terms "Recipient" and "Disclosing Party" as used herein refer to Entity AKA or Cabazon, as the context requires.**
16. **IDENTIFICATION OF PROPRIETARY INFORMATION. The Proprietary Information includes: each Party's business plan; technical information; information regarding the Project; information regarding the Development; sources of supply; information as to operations; financial statements; financial data; personnel lists and data; and other confidential proprietary information with respect to Entity AKA and Cabazon that derives actual or potential economic value from not being generally known to the public, to competitors or to other persons who may obtain economic value from its disclosure or use. Nothing in this Agreement shall be construed as an obligation to disclose any specific Proprietary Information.**
17. **EXCEPTIONS TO PROPRIETARY STATUS. Information provided under this Agreement shall not be deemed Proprietary Information if and when one or more of the following conditions occurs: (a) The information becomes a matter of public knowledge through no fault of the Recipient; (b) the information is rightfully received by the Recipient from a third party without restriction on its subsequent disclosure; (c) the information was in the possession of the Recipient prior to its disclosure by the Disclosing Party; or (d) the information is disclosed pursuant to a valid order of a court or authorized government agency, provided that the Recipient has given the Disclosing Party an opportunity to defend, limit or protect against such disclosure. However, notwithstanding these exceptions, any combination of features disclosed to Recipient shall not fall within the foregoing exceptions merely because individual features are separately in the public domain or in its possession, unless the combination itself is in the public domain or otherwise legitimately in its possession from sources other than Recipient.**
18. **RESPONSIBILITIES OF RECIPIENT. Each Party will maintain the other Party's Proprietary Information in the strictest confidence; will not disclose the Proprietary Information to third parties without the Disclosing Party's prior written consent, and will not use the Proprietary Information, except as strictly necessary to carry out the purpose described above. Each Party will restrict the distribution of the Proprietary Information within its entity to those of its employees and representatives who have a need to know. The responsibilities identified under this paragraph shall survive any termination of this Agreement.**
19. **RETURN OF PROPRIETARY INFORMATION. Upon written request of the Disclosing Party, the Recipient of Proprietary Information shall destroy or return to the Disclosing Party all documents received from the Disclosing Party which contain Proprietary Information, all documents the Recipient may have created which contain any such Proprietary Information, and all copies of the foregoing. Upon written request of the Disclosing Party, the Recipient shall further deliver to the Disclosing Party a certificate stating that Recipient has destroyed or returned such Proprietary Information. The responsibilities identified under this paragraph shall survive any termination of this Agreement.**
20. **NO FURTHER RIGHTS. The Recipient of Proprietary Information shall not acquire any intellectual property rights from the Disclosing Party other than by a separate written agreement. The Disclosing Party shall retain title and all ownership rights to all Proprietary Information disclosed under this Agreement**
21. **NO WARRANTIES. Nothing in this Agreement shall constitute a warranty or guarantee that the Proprietary Information disclosed hereunder does not infringe the rights of any third Party. Each Party makes no representations and extends no warranties of any kind, either express or implied, and assumes no responsibilities whatever with respect to the use of any such Proprietary Information by the Recipient.**
22. **NO RELATIONSHIP OR OBLIGATION. This Agreement does not create any partnership, joint venture, agency relationship or any other form of business association between the Parties, nor an obligation to buy or sell services using or incorporating the Proprietary Information, nor does it**

create an implied or express license grant from either Party to the other. Any independent contractor relationship shall require a separate agreement, as this agreement is solely for the purpose of non-disclosure and confidentiality.

23. **ASSIGNMENT. The rights or obligations specified by this Agreement shall not be assigned by either Party without the prior written consent of the other Party.**
24. **MERGER. This Agreement constitutes the entire agreement, written or verbal, between the Parties with respect to the exchange of Proprietary Information. This Agreement may not be amended except in a writing signed by duly authorized representatives of the parties. Any other Agreement between the Parties will not be affected by this Agreement.**
25. **GOVERNING LAW. This Agreement shall be governed by the laws of the State of California.**
26. **VENUE. Any lawsuit or legal proceeding of any nature brought by any Party in connection with this agreement shall be commenced only in Riverside, California, in federal or state court for the Central District, or in the Superior Court of Riverside County, State of California, unless by written agreement the Parties stipulate to a different venue.**
27. **INJUNCTIVE RELIEF. A breach of the provisions in this Agreement could cause irreparable harm to the Disclosing Party, which could not be fully compensated by monetary damages. Accordingly, each Party agrees that, in addition to any and all remedies at law, a Disclosing Party will be entitled to pursue any and all equitable remedies, including injunctive relief, in the event of a breach of the terms and conditions of this Agreement.**
28. **ATTORNEYS' FEES. In the event of any litigation, or other legal action arising out of or related to this Agreement, the prevailing Party shall be entitled to an award of attorneys' fees and costs.**

Entity Name

By: _____
Name: _____
Title: _____

THE CABAZON BAND OF MISSION INDIANS

By: _____
Name: _____
Title: _____

Attachment 3 - Proponent's information Form

INSTRUCTIONS: PRINT OR TYPE. COMPLETE ALL ITEMS ON THIS FORM AND ATTACH BROCHURE/LINE CARD, IF AVAILABLE.

FIRM NAME AND MAILING ADDRESS:

_____
_____
_____
_____

CONTACT: _____ Title: _____
PHONE: _____FAX: _____

☐ FEDERAL TAX ID OR ☐ SOCIAL SECURITY NUMBER: _____
INTERNET WEBSITE: _____

TYPE OF OWNERSHIP: ☐ SOLE PROPRIETOR ☐ CORPORATION ☐ PARTNERSHIP ☐ AFFILIATE ☐ NON-PROFIT
☐ SUBSIDIARY ☐ DIVISION OF: _____
INCORPORATION DATE: _____ STATE: _____ DATE BUSINESS STARTED: _____

NUMBER OF EMPLOYEES: _____

☐ FEMALE-OWNED ☐ MALE-OWNED IF FEMALE-OWNED, PROVIDE PERCENTAGE: _____ %
FEMALE-OWNED BUSINESS DEFINITION: BUSINESS MUST BE AT LEAST 51% OWNED BY A WOMAN OR WOMEN WHO EXERCISE THE POWER TO MAKE POLICY DECISIONS AND WHO ARE ACTIVELY INVOLVED IN THE DAY-TO-DAY MANAGEMENT OF THE BUSINESS.
MARK THE PERCENTAGE OWNED BY U.S. CITIZENS OF THE FOLLOWING GROUPS:
☐____ % ASIAN PACIFIC AMERICAN ☐_____% BLACK AMERICAN ☐____ % HISPANIC AMERICAN
☐____ % NATIVE AMERICAN ☐____ % WHITE ☐____ % Other, Specify: _____
MINORITY-OWNED BUSINESS DEFINITION: BUSINESS MUST BE 51% OWNED BY ONE OR MORE MINORITY U.S. CITIZENS. IN THE CASE OF ANY PUBLICLY OWNED BUSINESS, AT LEAST 51% OF THE STOCK MUST BE OWNED BY ONE OR MORE OF SUCH INDIVIDUALS; AND ITS MANAGEMENT AND DAILY OPERATIONS MUST BE CONTROLLED BY ONE OR MORE OF SUCH INDIVIDUALS.
VERIFICATION AGENCY: ☐ CALIFORNIA WMBE CLEARINGHOUSE ☐ OSMB ☐ CALTRANS OTHER:
_____
VERIFICATION NUMBER: _____ VERIFICATION DATE: _____
EXPIRATION DATE: _____

TYPE OF BUSINESS: _____
PRODUCTS/SERVICES PROVIDED: _____
(IF NOT ALREADY PROVIDED, PLEASE SEND BROCHURES, ANNUAL REPORTS, PROSPECTUSES, ETC.)
GROSS ANNUAL SALES: $_____ DUNS NUMBER: _____
IF DBA, PROVIDE BUSINESS NAME(S):
BANK REFERENCE: _____ CONTACT NAME: _____
CONTACT PHONE: _____
PAST, SIMILAR PROJECTS
PROJECT NAME: _____
PROJECT SIZE: _____MW ANNUAL SALES: $_____
PROJECT LOCATION: _____
_____
_____
CONTACT NAME: _____ CONTACT PHONE: _____
CLIENT/CUSTOMER: _____
DOLLAR AMOUNT: _____
CLIENT NAME: _____
CLIENT CONTACT NAME: _____ CLIENT CONTACT PHONE: _____
WORK PERFORMED FOR PROJECT: _____

PROJECT NAME: _____

PROJECT SIZE: _____MW ANNUAL SALES: $_____

PROJECT LOCATION: _____

_____

_____

CONTACT NAME: _____ CONTACT PHONE: _____

CLIENT/CUSTOMER: _____

DOLLAR AMOUNT: _____

CLIENT NAME: _____

CLIENT CONTACT NAME: _____ CLIENT CONTACT PHONE: _____

WORK PERFORMED FOR PROJECT: _____

PLEASE PROVIDE ANY ADDITIONAL INFORMATION YOU FEEL IS IMPORTANT (E.G., EXPANSION PLANS, PROPOSED PRODUCT ADDITIONS, ETC.)

_____

_____

_____

_____

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY THAT THE ABOVE RESPONSES ARE TRUE AND CORRECT.

THE UNDERSIGNED AGREES TO INFORM CBMI IMMEDIATELY OF ANY CHANGES TO THE INFORMATION HEREIN, PARTICULARLY CHANGES IN OWNERSHIP, CONTROLLING INTEREST OR OPERATIONS.

_____ _____

NAME OF PRINCIPAL OWNER/OFFICER (PRINT) TITLE

_____ _____

SIGNATURE DATE

NOTE: FAILURE TO PROVIDE COMPLETE AND ACCURATE INFORMATION MAY RESULT IN DISQUALIFICATION. ANY POSSIBLE CONFLICT OF INTEREST CONCERNING RELATIONSHIPS WITH CBMI OR ITS AFFILIATE EMPLOYEES MUST BE BROUGHT TO THE ATTENTION OF THE MANAGING DIRECTOR.

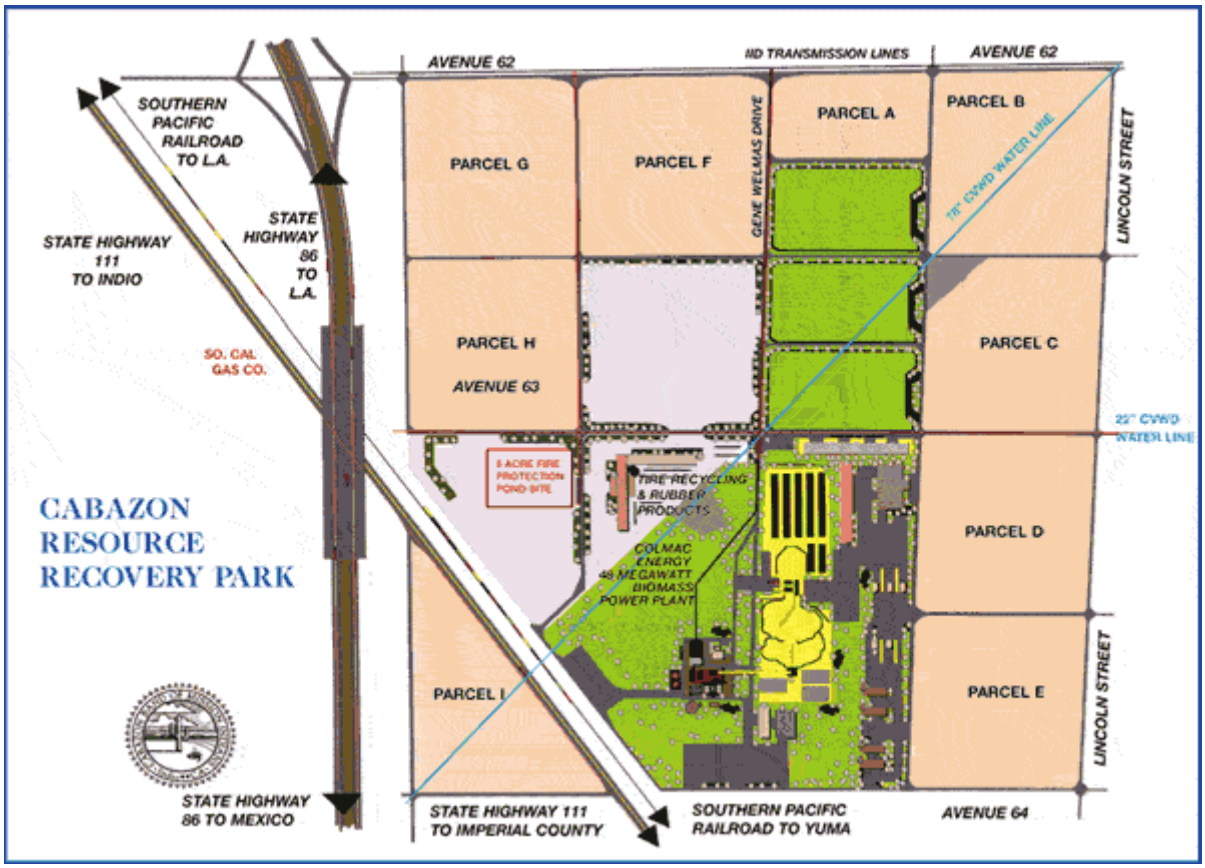
RETURN COMPLETED FORM TO KAMELYOUSSEF, MANAGING DIRECTOR, 84-245 INDIO SPRINGS PARKWAY, INDIO CALIFORNIA 92203-3499

Attachment 4 – Data and Cost Spreadsheet

Type of Unit(s) (base)	
Type of Unit(s) (HRSG)	
Number of Units (base)	
Number of Units (HRSG)	
Rating MW (base)	
Rating MW (HRSG)	
Rating MW (Total)	
Fuel	**Natural Gas**
Plant Output Voltage	
Enclosure	☐ **Yes** ☐ **No**
Noise (db at 3 meters)	
Grid-Connected Operation	☐ **Yes** ☐ **No**
Stand-Alone Operation	☐ **Yes** ☐ **No**
Absorption cooling	
De-rating at 120 F	
Warranty Period	
Heat Rate (BTU/kWh - base)	
Heat Rate (BTU/kWh - HRSG)	
Heat Rate (overall)	
HRSG Unit Cost	
Water Usage at full operation (gallons/day)	
Turnkey offered	☐ **Yes** ☐ **No**
Joint Venture offered	☐ **Yes** ☐ **No**
Time to Startup (weeks)	
Financing Available	☐ **Yes** ☐ **No**
Equipment Total Cost ($US)	**$**
Designed and Installation Cost ($US)	**$**
Projected Operating Cost $US/MW	**$**
Total Project Cost ($US)	**$**

Appendix A – Site Location Maps

SECTION 6 – SITE MAP



APPENDIX

F

Appendix F – RFP for Renewable Energy Sources

This chapter provides a summary of this report. It presents the findings and recommendations associated with proposed energy system administration, operation and maintenance roles and associated recommendations for ongoing training in support of those roles.

The Cabazon Band of Mission Indians

Indio, California

REQUEST FOR PROPOSALS TO DESIGN, CONSTRUCT, AND COMISSION A RENEWABLE ENERGY SUPPLY AT THE CABAZON RESOURCE RECOVERY PARK

MECCA, CALIFORNIA

August 2004

DRAFT

Prepared By

Philip L. Rentz

TABLE OF CONTENTS

1.0 Introduction

The Cabazon Band of Mission Indians (CBMI) is a domestic sovereign nation under the laws of the United States of America and is a federally recognized Native American Indian tribe. In recent years, the Cabazons have dramatically increased their economic base by taking advantage of opportunities in the Desert Resorts area of California's Coachella Valley. Additional information concerning the CBMI can be accessed at http://www.cabazonindians.com/.

Significant socio-economic impacts are expected to result from the proposed project, and are to be expected to be beneficial. The proposed project meets CBMI's goals of expansion and diversion of the Tribal economic base, thus furthering self-determination and self-government sufficiency for the Tribe. In addition, the proposed project makes useful, and productive use of the limited lands available to the Tribe.

This Request For Proposals (RFP) is being issued in an attempt to solicit recommendations as to the number, size, type, and relative costs of a renewable energy supply system that would meet this need. Any associated design, construction, operation and/or interconnection costs should be addressed in the recommendation.

2.0 Project description, technology, and considerations

The minimum renewable energy project size, in response to this solicitation, is 5MegaWatt (MW). Offers in excess of 5MW should be made in 5MW increments to a maximum total of 50MW.

CBMI will consider proposals for new renewable energy projects using any of the following resources:

- **Biomass defined as organic material including agricultural residues, energy crops, clean wood residues, animal manure, and sewage sludge, but excluding municipal solid waste except as defined below (direct or digester gases burned to drive a turbine which in turn drives a dynamo).**
- **Municipal solid waste, only if the energy conversion process does not employ direct combustion of unprocessed, solid fuel**
- **Solar Photovoltaic (converts solar energy into direct current)**
- **Solar thermal (utilizes thermal energy for driving turbines to generate electricity)**
- **Hybrid systems that use one of the above technologies and are certified as a Qualifying Small Power Production Facility (QF) under the federal Public Utilities Regulatory Policies Act (PURPA), when 100 percent of the electricity production from the facility may count as renewable and satisfies all related PURPA limitations and applicable Renewable Portfolio Standards.**

The energy produced by the system may be peaking or base-load.

All renewable attributes must be bundled with the offer and cannot be separated. They may include, but are not limited to, "green tags", rebates, loans, or other offerings.

The plant's proponents must be willing to make a legally binding commitment to provide, design, build, and commission the plant and all associated gas, water, and electrical transmission facilities.

Cost of development of the proposals is to be born by the proponents.

The successful proponent will be responsible, at its sole cost, for preparing all documents and providing all information to CBMI and other agencies in connection with their proposal.

The proposals received will be evaluated for their functionality, dependability, viability, cost, schedule, and vendor's capacity to support the proposal.

Questions and answers may be submitted via e-mail during the process, with questions and their responses being relayed to all vendors simultaneously. This will help to inform all interested parties of important issues and ensure fairness. Questions of concerns can be sent by e-mail to Philip Rentz at philr@fantasysprings.net

3.0 Milestone Dates and Events:

The planned schedule of events for this RFP process, are as follows:

RFP Issuance	**November 15, 2004**
Letter of Intent Due	**December 1, 2004**
On-site Presentation and Tour	**December 13 & 14, 2004**
Proposals Due by 12:00 Noon	**January 12, 2005**
Proposal Review Period	**January 12 through February 11, 2005**
Selection Date	**February 15, 2005**
Proposed In-Service Date	**TBA**

An oral presentation of the RFP and site tours will be conducted on December 13 and 14, 2004 for interested parties. It is estimated that these presentations and tours will be approximately two hours in duration. Those interested in participating in a tour are requested to submit, in writing, a letter indicating the name(s) of the individual(s) expected to attend the tour, and which of the two dates would be preferred for attending, to Philip L. Rentz, by fax at (208) 379-0543 no later than 12 Noon PST, December 1, 2004.

All entities intending to respond to this RFP are requested to submit a Letter of Intent (see Attachment 1) and a signed Non Disclosure Agreement (see Attachment 2) to Philip L. Rentz, by fax at (208) 379-0543 no later than 12 Noon PST, December 1, 2004.

The Letter of Intent must include identification of the proposing entity, and the name, mailing address, and telephone number of the person to be contacted by CBMI.

All proposals must be received at the address listed below no later than 12:00 Noon PST on January 12, 2005. Proposals received after this time will not be considered. Faxed or e-mailed proposals will not be considered. The proposals should be submitted in a sealed envelope. The original and ten (10) copies of the proposal should be sent to:

Mr. Bill Anderson
Fantasy Springs Development Corporation
84-245 Indio Springs Parkway
Indio, California 92203-3499

4.0 Project Site

The Cabazon Reservation was established by an act of Congress in 1876 and occupies two separate sections of land consisting of 1,382 acres in the Coachella Valley. The northern portion lays adjacent to Interstate Highway 10, between the cities of Indio and Coachella, in Sections 19, 30 and 32 of Township 5 South, Range 8 East, San Bernardino Base and Meridian. Commercial development on this portion includes a tribal gaming casino, a tribal administration building, police and fire facilities, day care, a print shop, and other facilities. The southern portion consists of the entire 640 acres of Section 6 in Township 7 South, Range 9 East, San Bernardino Base and Meridian. Section 6 is crossed at its southwestern corner by both California State Highway 111 and

the main line of the Union Pacific Railroad. As a result, the usable area within Section 6 is about 590 acres. The project location is shown in Appendix A.

This southern portion of the reservation (Section 6) is zoned for medium and heavy industrial use, and has been so designated since August 1986, when the tribe adopted its General Plan (Cabazon Band of Mission Indians, 1986a). It is on this section that the Cabazon Resource Recovery Park is planned. Development of a power generating plant on this land is consistent with the long-range tribal goal of establishing a strong and diverse economic base from which the tribe can provide for its self-sufficiency and self-determination well into the 21st century.

Section 6 is characterized by smooth topography with an upward slope running from southwest to northeast. The low point, at the southwest corner, has an elevation of 180 feet below sea level. The high point is 146 feet below sea level at the northeast corner. A natural gas pipeline also traverses the property, dividing it in half diagonally from southwest to northeast. A storm water drainage channel, ultimately leading to the Salton Sea, is present, adjacent to the Union Pacific Railroad.

The specific land identified for the proposed Renewable Power Generating Plant is approximately 5 Acres adjacent to the First Nation Recovery Inc. tire recycling facility (see Appendix A). However, proponents are not precluded from proposing projects at other locations on Section 6. In Addition, proponents are encouraged to site their facilities in a manner that allows for expansion in the future if appropriate.

Electrical Transmission Facilities

Electric utility service in the project area is provided by the Imperial Irrigation District (IID), a municipally owned utility. The IID operates a major substation in Coachella, about 7 miles northwest of the proposed project site. A transmission line from the IID Coachella substation to Section 6 is in place, currently serving the operation projects on Section 6. The 50 MW Colmac cogeneration plant is situated near the planned location for the proposed site.

The proposed CBMI power project would be located in the proximity of transmission facilities of the Imperial Irrigation District (IID) rated at 92 kV, 161 kV, and 230 kV. These existing facilities are utilized to deliver the out put of IID generation located in the El-Centro area to loads in the Coachella Valley area and the geothermal generation located southeast of the Salton Sea to IID's interconnection points with Southern California Edison (SCE) at the Mirage and Devers Substations. It is proposed that the CBMI power plant capacity be connected to the IID's 92 kV line and distributed through IID's Coachella Valley Substation.

The proponent will be responsible for meeting applicable interconnection standards. Any associated design, construction, and/or attachment costs are to be described and included in the proposal.

Water

The Coachella Valley Water District (CVWD) provides water utility service to the project area. The CVWD has constructed an 18-inch water main along Lincoln Street, adjacent to the eastern edge of Section 6. Ground water is available in substantial quantities beneath Section 6, and the Cabazon Band has the right to extract this water for any purposes. The existing Colmac Energy project in the south-central portion of Section 6 operates two ground water wells, each capable of providing over 1,600 gallons per minute (gpm) of water. The Colmac Energy project uses approximately 800 gpm of groundwater, without significant drawdown on the water table. Further, there is an 800 gpm well on the former REMCO soil remediation site. The CVWD has stated that the groundwater table in the lower valleys is in overdraft.

Gas

Utility gas service to the area of Section 6 is provided by The Gas Company (aka Southern California Gas Company). A six-inch, 400 pound per square inch (psi) pressure gas line is located along Avenue 62 and another 400 psi line is located along Highway 111. The Highway 111 pipeline currently provides gas to the Colmac Energy plant, the Nutritional Foods plant just south of Section 6, and numerous residences in the Mecca area.

Waste Disposal

Solid waste disposal in the area is provided by both Western Waste Industries and Waste Management of the Desert. Both of these companies provide residential, commercial, and industrial waste pickup and disposal services.

Seismic

For civil engineering purposes, the State of California is divided into seismic zones, ranging from 1 to 4, with areas designated as Zone 4 representing areas of highest seismic activity. The project site is in Uniform Building Code Seismic Zone 4. The Uniform Building Code provides design standards for construction in each seismic zone, so that foundations and structures can confidently be expected to survive earthquakes that can potentially occur. The Uniform Building Code provides for increases in the structural resistance of selected buildings to ground shaking, through the use of an "importance factor." This factor is a multiplier used to strengthen certain design factors and elements for structures such as hospitals and other buildings, which may be of more than normal importance for whatever reason. The Cabazon Band of Mission Indians has adopted the Uniform Building Code. Without appropriate design considerations, structures in the Project could be significantly impacted by seismic activity levels, which may occur at the project site.

Air Quality

Projects on Indian Reservations are not subject to regulations of the SCAQMD although they are required to meet federal air quality regulations and standards. However, Best Available Control Technology will be required on stationary sources of emissions, which would primarily include the sources combusting natural gas, biomass, and/or biogas.

5.0 Proposal Requirements

Any entity interested in responding to this RFP must supply:

- A Letter of Intent (see Attachment 1);
- A signed Non Disclosure Agreement (see Attachment 2);
- A complete description of the proposing entity, including a company prospectus showing annual revenues, history in similar projects, etc. (see Attachment 3 – Proponents Information Form);
- A spreadsheet indicating all major components and associated costs of the proposed plant (see Attachment 4 – Data and Cost Spreadsheet);
- Documents describing the proposed power generating plant and associated facilities and costs. This shall include, but not be limited to:
    - Proposed power ratings.
    - Site plans, including: plant layout, single line diagram, gas facilities, electrical transmission facilities, etc.
    - Transmission interconnection requirements, (include experience in obtaining transmission system interconnection agreements (if any)).
    - Water and wastewater requirements.

- Operating efficiency.
- A description of the solar incidence data supporting the projected energy generation assumptions and the origin of the data. If the data is for other locations, provide a statement indicating its applicability to this project. (For solar proposals)
- Biogas production forecast, gas quality and any measures for gas cleanup. (For biogas proposals)
- A description of the fuel makeup, its source, and availability. (For biomass and biogas)
- A plan for obtaining the necessary fuel, and proof of any contract or letter of intent to acquire and transport it. (For biomass and biogas)
- An assessment of the available resource supporting the projected production profile of the facility. (For all proposals)
- Any feasibility studies which have been performed and how they relate to this project.
- A description of any innovative technical features of the project
- If the proposal is based on previous project installations, include technical information about the previous project such as net output rating (MW), capacity factor, equivalent availability, forced outage rate, scheduled outage rate, deratings, net plant heat rate (if applicable), and the forecasted five-year scheduled maintenance cycle.
- An Environmental Compliance Plan including a description of how the facility and linear facilities will comply with all applicable environmental laws and regulations.

- **A description of any awards, grants, special tax treatment or credits, or any other subsidies that are or may be available to the project. Describe the subsidy, identify any critical schedule deadlines, and indicate the likelihood of the project receiving the subsidy.**
- A detailed schedule for designing, purchasing, permitting, and developing the Generating Plant (including construction and equipment delivery schedules).
- A description of the basic Operation and Maintenance (O&M) philosophy including:
  - An indication of the proposed O&M organization (CBMI Staff, contractor, subcontractor, etc.).
  - An indication of the training that will be required along with a recommended training schedule and cost estimate.
  - A long-term maintenance schedule for the proposed facility.
- If project financing is being offered, present a complete financing plan that covers the total project costs of the facility being proposed including, among other things, spare parts, contingencies, and interest during construction. A pro-forma cash flow model shall be provided and sources of funding for the project should be identified.
- An overview of the project team's qualifications and experience to carry out the proposal

CBMI reserves the right to reject any and all proposals, to request the submission of additional information by one, some, or all proponent(s) after the proposal submission deadline or to clarify proposals to enable reasonable evaluation and comparison by CBMI. CBMI also reserves the right

to engage in negotiations with any and all proponents prior to the selection of a winning proposal. CBMI also reserves the right, as part of any negotiation or evaluation of proposals, to modify the proposed project agreements referenced in this RFP.

Proponents are requested to submit all questions pertaining to this RFP in writing, to Philip Rentz, Fantasy Springs Development Corporation, by fax at (208) 379-0543.

6.0 Associated Documents, Studies and Reports:

Several related documents and study results are available for various parcels and projects associated with Section 6. They can be accessed on the web at the addresses shown.

- **Cabazon Resource Recovery Park Advantages at:** http://www.cabazonresourcerecoverypark.com/whycrrp.html

- **Cabazon resource Recovery Park Developer Information at:** ftp://www.cabazonresourcerecoverypark.com/500mwproject/appendixd.pdf

- **A One-Line diagram of the Transmission line facilities in the general area can be viewed at:** ftp://www.cabazonresourcerecoverypark.com/500mwproject/appendixb.pdf

Several other studies and reports concerning the site and the previously proposed 50MW power plant have been developed and may be viewed at the Fantasy Springs Development Center at 84-245 Indio Springs Parkway, Indio, California 92203-3499. These reports include:

- **50 MW Power Generation Peaking Plant – Business Plan**

- **Geo-technical Engineering Report – 50-MW Power Generator 9/7/01**

- **Section 6, Land Use, Water and Wastewater Study 9/7/01**

- **Environmental Assessment for the LM6000 natural gas powered electric generating turbine Project**

- **Geotechnical Engineering Report – 50-MW Power Generator 9/7/01**

7.0 Disclosure and Disclaimer

The information contained in this RFP has been prepared solely to assist prospective proponents in making the decision of whether or not to submit a proposal. CBMI does not purport this information to be all-inclusive or to contain all of the information that a prospective proponent may need to consider in order to submit a proposal. Any and all information provided in connection to this request for information should be verified or collaborated through alternative sources. No party receiving this information should rely upon this content to make any determinations or conclusions, either business decisions, financial determinations, or otherwise. Any information submitted as a result of this request for information shall not be returned, shall become the intellectual property of this agency requesting the information, and shall be considered for all purposes public information, unless and until a separate exclusivity or confidentiality agreement covering specific detailed information is agreed upon by both parties in writing. Any party submitting information shall by doing so, acknowledge and agree to this disclaimer and disclosure. No information or proposals submitted will be returned, regardless of the outcome of the project assignment.

Please place my name on the distribution list for information notices or correspondence regarding this Renewable Energy Supply RFP

Name: _____

Company _____

Address _____

_____

_____

Telephone _____

Fax _____

Please return this form by October 01, 2004 to:

Philip Rentz

Fantasy Springs Development Services

84-245 Indio Springs Parkway

Indio, California 92203-3499

This Nondisclosure and Confidentiality Agreement (hereafter "Agreement") is dated as of _____, ___, 2004, and is entered into between _____ (Entity Name), an independent contractor, (hereafter "Entity AKA") and The Cabazon Band of Mission Indians (hereafter "Cabazon") (collectively the "Parties").

29. **BACKGROUND. Entity AKA and Cabazon will provide to the other certain trade secret and confidential information (hereafter "Proprietary Information") in connection with a possible business relationship involving certain energy project development (the "Development") on which Entity AKA intends to participate as a proponent for an electric energy production projects (the "Project"). The terms "Recipient" and "Disclosing Party" as used herein refer to Entity AKA or Cabazon, as the context requires.**
30. **IDENTIFICATION OF PROPRIETARY INFORMATION. The Proprietary Information includes: each Party's business plan; technical information; information regarding the Project; information regarding the Development; sources of supply; information as to operations; financial statements; financial data; personnel lists and data; and other confidential proprietary information with respect to Entity AKA and Cabazon that derives actual or potential economic value from not being generally known to the public, to competitors or to other persons who may obtain economic value from its disclosure or use. Nothing in this Agreement shall be construed as an obligation to disclose any specific Proprietary Information.**
31. **EXCEPTIONS TO PROPRIETARY STATUS. Information provided under this Agreement shall not be deemed Proprietary Information if and when one or more of the following conditions occurs: (a) The information becomes a matter of public knowledge through no fault of the Recipient; (b) the information is rightfully received by the Recipient from a third party without restriction on its subsequent disclosure; (c) the information was in the possession of the Recipient prior to its disclosure by the Disclosing Party; or (d) the information is disclosed pursuant to a valid order of a court or authorized government agency, provided that the Recipient has given the Disclosing Party an opportunity to defend, limit or protect against such disclosure. However, notwithstanding these exceptions, any combination of features disclosed to Recipient shall not fall within the foregoing exceptions merely because individual features are separately in the public domain or in its possession, unless the combination itself is in the public domain or otherwise legitimately in its possession from sources other than Recipient.**
32. **RESPONSIBILITIES OF RECIPIENT. Each Party will maintain the other Party's Proprietary Information in the strictest confidence; will not disclose the Proprietary Information to third parties without the Disclosing Party's prior written consent, and will not use the Proprietary Information, except as strictly necessary to carry out the purpose described above. Each Party will restrict the distribution of the Proprietary Information within its entity to those of its employees and representatives who have a need to know. The responsibilities identified under this paragraph shall survive any termination of this Agreement.**
33. **RETURN OF PROPRIETARY INFORMATION. Upon written request of the Disclosing Party, the Recipient of Proprietary Information shall destroy or return to the Disclosing Party all documents received from the Disclosing Party which contain Proprietary Information, all documents the Recipient may have created which contain any such Proprietary Information, and all copies of the foregoing. Upon written request of the Disclosing Party, the Recipient shall further deliver to the Disclosing Party a certificate stating that Recipient has destroyed or returned such Proprietary Information. The responsibilities identified under this paragraph shall survive any termination of this Agreement.**
34. **NO FURTHER RIGHTS. The Recipient of Proprietary Information shall not acquire any intellectual property rights from the Disclosing Party other than by a separate written agreement. The Disclosing Party shall retain title and all ownership rights to all Proprietary Information disclosed under this Agreement**
35. **NO WARRANTIES. Nothing in this Agreement shall constitute a warranty or guarantee that the Proprietary Information disclosed hereunder does not infringe the rights of any third Party. Each Party makes no representations and extends no warranties of any kind, either express or implied, and assumes no responsibilities whatever with respect to the use of any such Proprietary Information by the Recipient.**
36. **NO RELATIONSHIP OR OBLIGATION. This Agreement does not create any partnership, joint venture, agency relationship or any other form of business association between the Parties, nor an obligation to buy or sell services using or incorporating the Proprietary Information, nor does it**

create an implied or express license grant from either Party to the other. Any independent contractor relationship shall require a separate agreement, as this agreement is solely for the purpose of non-disclosure and confidentiality.

37. **ASSIGNMENT. The rights or obligations specified by this Agreement shall not be assigned by either Party without the prior written consent of the other Party.**
38. **MERGER. This Agreement constitutes the entire agreement, written or verbal, between the Parties with respect to the exchange of Proprietary Information. This Agreement may not be amended except in a writing signed by duly authorized representatives of the parties. Any other Agreement between the Parties will not be affected by this Agreement.**
39. **GOVERNING LAW. This Agreement shall be governed by the laws of the State of California.**
40. **VENUE. Any lawsuit or legal proceeding of any nature brought by any Party in connection with this agreement shall be commenced only in Riverside, California, in federal or state court for the Central District, or in the Superior Court of Riverside County, State of California, unless by written agreement the Parties stipulate to a different venue.**
41. **INJUNCTIVE RELIEF. A breach of the provisions in this Agreement could cause irreparable harm to the Disclosing Party, which could not be fully compensated by monetary damages. Accordingly, each Party agrees that, in addition to any and all remedies at law, a Disclosing Party will be entitled to pursue any and all equitable remedies, including injunctive relief, in the event of a breach of the terms and conditions of this Agreement.**
42. **ATTORNEYS' FEES. In the event of any litigation, or other legal action arising out of or related to this Agreement, the prevailing Party shall be entitled to an award of attorneys' fees and costs.**

Entity Name

By: _____
Name: _____
Title: _____

THE CABAZON BAND OF MISSION INDIANS

By: _____
Name: _____
Title: _____

Attachment 3 - Proponent's information Form

INSTRUCTIONS: PRINT OR TYPE. COMPLETE ALL ITEMS ON THIS FORM AND ATTACH BROCHURE/LINE CARD, IF AVAILABLE.

FIRM NAME AND MAILING ADDRESS:

_____
_____
_____
_____

CONTACT: _____ Title: _____
PHONE: _____FAX: _____

☐ FEDERAL TAX ID OR ☐ SOCIAL SECURITY NUMBER: _____
INTERNET WEBSITE: _____

TYPE OF OWNERSHIP**:** ☐ SOLE PROPRIETOR ☐ CORPORATION ☐ PARTNERSHIP ☐ AFFILIATE ☐ NON-PROFIT
☐ SUBSIDIARY ☐ DIVISION OF**:** _____
INCORPORATION DATE: _____ STATE: _____ DATE BUSINESS STARTED: _____

NUMBER OF EMPLOYEES: _____

☐ FEMALE-OWNED ☐ MALE-OWNED IF FEMALE-OWNED, PROVIDE PERCENTAGE: _____ %
FEMALE-OWNED BUSINESS DEFINITION: BUSINESS MUST BE AT LEAST 51% OWNED BY A WOMAN OR WOMEN WHO EXERCISE THE POWER TO MAKE POLICY DECISIONS AND WHO ARE ACTIVELY INVOLVED IN THE DAY-TO-DAY MANAGEMENT OF THE BUSINESS.
MARK THE PERCENTAGE OWNED BY U.S. CITIZENS OF THE FOLLOWING GROUPS:
☐____ % ASIAN PACIFIC AMERICAN ☐_____% BLACK AMERICAN ☐____ % HISPANIC AMERICAN
☐____ % NATIVE AMERICAN ☐____ % WHITE ☐____ % Other, Specify: _____
MINORITY-OWNED BUSINESS DEFINITION: BUSINESS MUST BE 51% OWNED BY ONE OR MORE MINORITY U.S. CITIZENS. IN THE CASE OF ANY PUBLICLY OWNED BUSINESS, AT LEAST 51% OF THE STOCK MUST BE OWNED BY ONE OR MORE OF SUCH INDIVIDUALS; AND ITS MANAGEMENT AND DAILY OPERATIONS MUST BE CONTROLLED BY ONE OR MORE OF SUCH INDIVIDUALS.
VERIFICATION AGENCY: ☐ CALIFORNIA WMBE CLEARINGHOUSE ☐ OSMB ☐ CALTRANS OTHER:
_____
VERIFICATION NUMBER: _____ VERIFICATION DATE: _____
EXPIRATION DATE: _____

TYPE OF BUSINESS: _____
PRODUCTS/SERVICES PROVIDED: _____
(IF NOT ALREADY PROVIDED, PLEASE SEND BROCHURES, ANNUAL REPORTS, PROSPECTUSES, ETC.)
GROSS ANNUAL SALES: $_____ DUNS NUMBER: _____
IF DBA, PROVIDE BUSINESS NAME(S):
BANK REFERENCE: _____ CONTACT NAME: _____
CONTACT PHONE: _____
PAST, SIMILAR PROJECTS
PROJECT NAME: _____
PROJECT SIZE: _____MW ANNUAL SALES: $_____
PROJECT LOCATION: _____
_____
_____
CONTACT NAME: _____ CONTACT PHONE: _____
CLIENT/CUSTOMER: _____
DOLLAR AMOUNT: _____
CLIENT NAME: _____
CLIENT CONTACT NAME: _____ CLIENT CONTACT PHONE: _____
WORK PERFORMED FOR PROJECT: _____

PROJECT NAME: _____

PROJECT SIZE: _____MW ANNUAL SALES: $_____

PROJECT LOCATION: _____

_____

_____

CONTACT NAME: _____ CONTACT PHONE: _____

CLIENT/CUSTOMER: _____

DOLLAR AMOUNT: _____

CLIENT NAME: _____

CLIENT CONTACT NAME: _____ CLIENT CONTACT PHONE: _____

WORK PERFORMED FOR PROJECT: _____

PLEASE PROVIDE ANY ADDITIONAL INFORMATION YOU FEEL IS IMPORTANT (E.G., EXPANSION PLANS, PROPOSED PRODUCT ADDITIONS, ETC.)

_____

_____

_____

_____

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY THAT THE ABOVE RESPONSES ARE TRUE AND CORRECT.

THE UNDERSIGNED AGREES TO INFORM CBMI IMMEDIATELY OF ANY CHANGES TO THE INFORMATION HEREIN, PARTICULARLY CHANGES IN OWNERSHIP, CONTROLLING INTEREST OR OPERATIONS.

_____ _____

NAME OF PRINCIPAL OWNER/OFFICER (PRINT) TITLE

_____ _____

SIGNATURE DATE

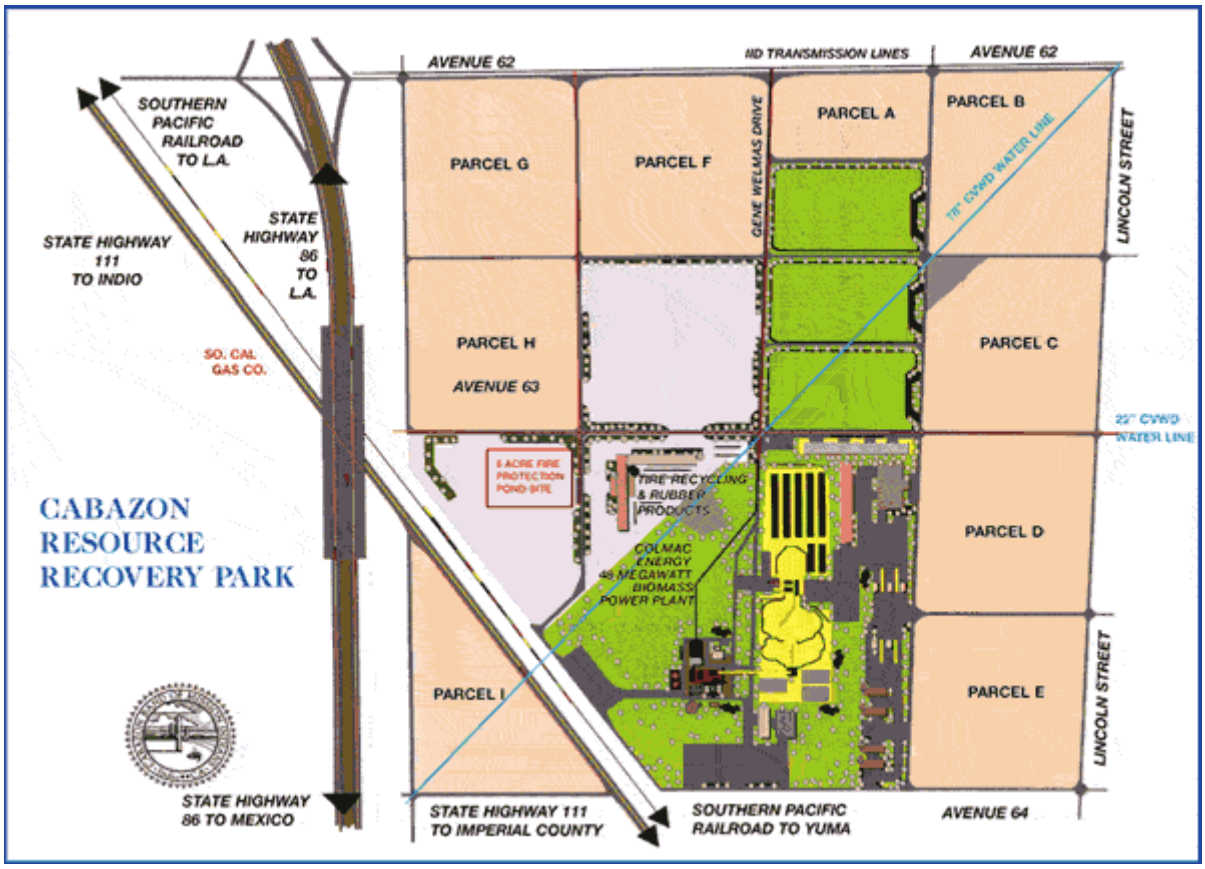
NOTE: FAILURE TO PROVIDE COMPLETE AND ACCURATE INFORMATION MAY RESULT IN DISQUALIFICATION. ANY POSSIBLE CONFLICT OF INTEREST CONCERNING RELATIONSHIPS WITH CBMI OR ITS AFFILIATE EMPLOYEES MUST BE BROUGHT TO THE ATTENTION OF THE MANAGING DIRECTOR.

RETURN COMPLETED FORM TO BILL ANDERSON, 84-245 INDIO SPRINGS PARKWAY, INDIO CALIFORNIA 92203-3499

Attachment 4 – Data and Cost Spreadsheet

Technology Type	
Type of Unit(s)	
Number of Units	
Rating MW	
Estimated annual output (kWh)	
Fuel Source	
Fuel Contract (if applicable)	☐ **Yes** ☐ **No** **Describe:**
Plant Output Voltage	
Energy Type	☐ **Peaking** ☐ **Base** ☐ **Other-Describe**
Enclosure (structure)	☐ **Yes** ☐ **No**
Noise (db at 3 meters)	
Grid-Connected Operation	☐ **Yes** ☐ **No**
Stand-Alone Operation	☐ **Yes** ☐ **No**
De-rating at 120 F	
Warranty Period	
Heat Rate (BTU/kWh - base)	
Water Usage at full operation (gallons/day)	
Turnkey offered	☐ **Yes** ☐ **No**
Joint Venture offered	☐ **Yes** ☐ **No**
Time to Startup (weeks)	
Financing Available	☐ **Yes** ☐ **No**
Equipment Total Cost ($US)	**$**
Designed and Installation Cost ($US)	**$**
Projected Operating Cost $US/MW	**$**
Total Project Cost ($US)	**$**
Optional Characteristics	**Explain:**

SECTION 6 – SITE MAP



APPENDIX

G

Appendix G – Tribal Utility Draft Resolution and Charter

Resolution:

THE CABAZON BAND OF MISSION INDIANS,
A Federally recognized Indian Tribe

RESOLUTION NO. _____

WHERAS: The Cabazon Band of Mission Indians ("The Band") is a federally recognized Indian Tribe; and

WHEREAS: The Cabazon Band of Mission Indians Business Committee ("Business Committee" is fully aware of its options relative to role, functions, authorities, and responsibilities; and

WHEREAS: As a sovereign Nation, the CBMI has responsibility for energy usage and development on Tribal lands.

WHEREAS: The Business Committee had decided it's intent to form a Cabazon Power Utility (CPU), to regulate the development, purchase, distribution, and sale of electric and natural gas power on Tribal lands, including management of all related utility facilities in accordance with the attached Cabazon Power Utility Charter; and

WHEREAS: The Business Committee members shall function as the Cabazon Power Utility Board Members under the rules outlined in the Cabazon Power Utility Charter. The Members of the Cabazon Power Utility Board shall be one and the same as the members of the Cabazon Business Committee and shall meet in accordance with the rules as set forth in the Cabazon Power Utility Charter.

BE IT RESOLVED THAT: The Business Committee requests and desires the Bureau of Indian Affairs (BIA), Branch of Resources, and Realty Branch prepare the necessary document(s) reflecting the BIA approval of the Cabazon Power Utility to purchase, distribute, and sell electricity and natural gas on the Cabazon Reservation and to establish the Cabazon Power Utility.

Certification: This is to certify that the above resolution was adopted by the Cabazon Band of Mission Indians through the Business Committee by a vote of __ for, __ against, and ___ abstaining at a duly called meeting on _____, 2004.

CABAZON POWER UTILITY

CHARTER

DRAFT

COMPILED BY

PHILIP L. RENTZ

JUNE 8, 2004

Section 1: SHORT TITLE

1.1 This Utility shall be known as the CABAZON POWER UTILITY.

Section 2: DEFINITIONS

2.1 In this Utility Charter, unless the context otherwise requires:

2.1.a "Utility" means the CABAZON POWER UTILITY.

2.1.b "Board" means the Management Board of the Utility.

2.1.c “Cabazon” means the Cabazon Band of Mission Indians

2.1.d "Community" means all areas, lands and waters within the exterior boundaries of the Cabazon Indian Community and all air space above the Cabazon Indian Reservation.

2.1.e "Community Council" means the Cabazon General Council as the governing body of the Cabazon Indian Community of California, a federally recognized Indian tribe.

2.1.f "General Manager" means the person employed as the General Manager and Chief Engineer to manage and direct the operation of the Cabazon Power Utility.

Section 3: NAME, LOCATION AND PLACE OF BUSINESS

3.1 The name of this organization shall be the CABAZON POWER UTILITY, hereafter called the "Utility".

3.2 The principal place of business and the office of the Utility shall be at Indio, California. The administrative and mailing addresses are found on Exhibit A.

3.3 The Utility may also have offices at such other places as the Management Board ("Board") may from time to time direct.

Section 4: SEAL

4.1 The seal of the Utility is described as follows:

Seal shall be in the form of a circle concentric to it inside the official Cabazon Community logo. Surrounding the logo on the outer band shall bear the full name, "POWER UTILITY".

Section 5: DURATION

5.1 The duration of the Utility is perpetual.

Section 6: PURPOSES

6.1 To plan for, provide and furnish electric, natural gas, and related services to all areas within the Cabazon Indian Community, where such services are determined to be feasible and economic.

6.2 To promote the use of Utility services where available in order to improve the health and welfare of the residents of the Community and to support economic development of the Cabazon Indian Community in keeping with respect for the traditions and culture of the Cabazon People.

6.3 To acquire, construct, operate, maintain, promote and expand utility services within the Community and study and investigate the feasibility of acquiring, operating, and maintaining utility services within the Community and upon approval of the Cabazon Community Council to acquire, construct, operate, maintain, promote and expand said utility services.

6.4 To provide utility service to the Community at the lowest possible cost consistent with prudent fiscal responsibility.

6.5 To give preference to the employment of members of the Cabazon Indian Community in the operation of the Utility.

6.6 To use the revenues of the Utility for the following purposes, which are listed below in the order of the priority of use to:

6.6.a Pay the costs of operations and maintenance.

6.6.b Amortize the loans of the Utility.

6.6.c Fund an adequate Renewal and Replacement Fund.

6.6.d Educate the Community in the proper, efficient and economical use of electric, and gas utilities.

6.6.e Accelerate the retirement of long-term debt.

6.6.f Provide a fair return to the Community Council on its investment.

6.7 To do everything necessary, proper, advisable, or convenient for the accomplishment of the purposes herein above set forth, and to do all things incidental thereto or connected therewith, which are not forbidden by law, this Charter for the Utility or the Cabazon Community Constitution and By-Laws.

Section 7: CONTROL OF OPERATIONS

7.1 It is intended that control and operation of the Utility shall be patterned as closely as is feasible on the lines of a chartered public service corporation of similar magnitude with a Board, comparable to a Board of General Managers of such organization.

Section 8: UTILITY COMMISSION

8.1 The Cabazon Community Council shall act and function as the Commission over the Board of General Managers of the Cabazon Power Utility.

Section 9: MEMBERSHIP ON BOARD; QUALIFICATION; TERM OF OFFICE

9.1 The Board shall consist of five members, all of whom shall be appointed by the Cabazon Chairman and approved by the Community Council.

9.2 The members of the Board shall be called CABAZON POWER UTILITY Board Member (CPUBM), and shall have the following qualifications:

9.2.a Two members of the CPUBM shall be members of the Cabazon Indian Community, who have sufficient education and experience to qualify them for learning utility business, practices and procedures to participate in Board meetings and functions, and to make sound judgments.

9.2.b Any other member of the Board can be member of the Cabazon Indian Community or full time employees, and shall have not less than five years experience in business management of substantial character, and shall have had such experience in business management.

9.2.c The Utility General Manager and Chief Engineer, if and when employed, can be a member ex-officio of the Board, a Community member or non-Community member. The General Manager and Chief Engineer shall have not less than ten years experience in utility management, minimum of five years experience with power distribution and power design, and be a Registered Professional Engineer in the Branch of Electrical Engineering – State of California. He/she must be of substantial character, and shall have had such experience in the management, design and operation of a service distribution utility business.

9.2.d No employee of the Bureau of Indian Affairs or any other agency with direct or indirect ties with BIA, employee of the Utility or member of the Community Council shall be a member of the Board.

9.3 CPUBM shall be appointed for the following terms of office and shall hold office until the qualification and selection of their successors:

9.3.a The initial CPUBM shall be appointed for a period of one year or until their qualified successors have been appointed. Board members shall be eligible for reappointment.

9.3.b Beginning in the second fiscal year, the CPUBM shall be selected and appointed in three groups, the first group of one to serve one year, the second group of one to serve two years and the third group of one to serve three years. Thereafter, all terms shall be for three years, starting on the

first day of the beginning of the fiscal year of their respective appointments.

9.3.c The Board shall inform the Community Council, in writing, at least 90 days, but not more than 120 days, of the expiration of a CPUBM member's term and may make recommendations regarding reappointment or possible replacement candidates.

Section 10: REMOVAL OF BOARD MEMEBRS

10.1 Any member of the CPUB may be removed by the Community Council after a majority of the members recommends such removal wherein the Board's best interests and the best interests of the Utility shall be served by such removal.

Section 11: RESIGNATIONS AND VACANCIES OF BOARD MEMEBRS

11.1 Any member of the CPUB may resign at any time by giving written notice to the Cabazon Council and to the Community Chairman. Resignations shall become effective at the time specified in said notice and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any CPUBM who fails to attend three consecutive properly called and noticed meetings of the Board or who fails to attend two-thirds (2/3) of all Board meetings properly noticed in any calendar year shall, unless excused from attendance for a justifiable cause, be considered to have resigned from the Board. Any vacancy on the Board because of death, resignation, removal or any other cause shall be filled for the un-expired portion of the term by the Community Chairman with the approval of the Community Council.

Section 12: MEETINGS OF THE CABAZON POWER UTILITY BOARD

12.1 The CPUB shall meet at least quarterly upon notice establishing the time and place.

12.2 The annual meeting of the CPUB shall be held in the first month of the fiscal year at such time and place, as the Board shall fix.

12.3 Special meetings of the Board may be held upon notice given by the Board Chairman or Secretary, or by any two (2) members of the Board, at such time and place as the Board shall direct or as shall be fixed by the notice.

12.4 Notice of meetings stating the time, date and location shall be given in writing properly addressed to each Board member according to the latest available Utility records, not later than five days or more than thirty days immediately proceeding the meeting, excluding the day of the meeting.

12.5 The notice may be waived in writing signed by the Board member or members entitled to such notice, whether before of after the time stated therein, and such waiver shall be deemed equivalent to the giving of such notice. Attendance of any Board member at a meeting shall constitute a waiver of notice.

12.6 Two members of the Board shall constitute a quorum for the transaction of any business. The act of the majority of the Board members present and voting at a meeting at which a quorum is present shall be the act of the Board.

Section 13: OFFICERS OF THE BOARD

13.1 The officers of the Board shall consist of a Chairman, Vice Chairman, Secretary, and Treasurer. At the discretion of the Board, there may be an Assistant Secretary and Assistant Treasurer. The same Board member may hold the Assistant Secretary and Assistant Treasurer positions.

13.2 The officers of the Board shall have the following duties and such other duties as may be determined by resolution of the Board, not inconsistent with this Charter.

13.2.a The Board Chairman, who must be a member of the Board, shall:

13.2.a.1 if present, preside at all meetings of the Board;

13.2.a.2 sign, with the Board Secretary, any instruments which have been authorized by the Board to be executed on behalf of the Utility, except in cases in which signing and execution thereof shall be expressly delegated by the Board or this Charter to some other officer or agent of the Utility, or shall be required by law to be otherwise signed or executed; and

13.2.a.3 in general, perform all duties incident to the office of Board Chairman and such other duties as may be prescribed by the Board from time to time.

13.2.b The Board Vice Chairman, who must be a member of the Board, shall:

13.2.b.1 in the absence of the Board Chairman or in the event of the Board Chairman's inability or refusal to act, perform the duties of the Board Chairman, and when so acting shall have all the powers and be subject to all the restrictions upon the Board Chairman; and

13.2.b.2 in general, shall discharge any other duties as from time to time may be assigned by the Board.

13.2.c The Secretary may, but need not be, a CPUB member and shall be responsible for:

13.2.c.1 keeping the minutes of the meetings of the Board in books provided for that purpose;

13.2.c.2 seeing that all notices are duly given in accordance with the provisions of this Charter;

13.2.c.3 the safekeeping of the books and records and the seal of the Utility, and affixing the seal of the Utility to all documents, the execution of which on behalf of the Utility under its seal is duly authorized in accordance with the provisions of this Charter;

13.2.c.4 keeping on file at all times a complete copy of this Charter of the Utility containing all amendments thereto; and

13.2.c.5 in general, performing all duties incident to the office of Board Secretary, and such other duties as from time to time may be assigned by the Board.

13.2.d The Treasurer may, but need not be, a member of the Board and shall be responsible for:

13.2.d.1 custody of all funds and securities of the Utility;

13.2.d.2 the receipt of and issuance of receipts for all monies due and payable to the Utility, and for deposit of all such monies in the name of the Utility in such bank or banks as shall be selected in accordance with the provisions of this Charter; and

13.2.d.3 the rendering, or causing to be rendered, to the Board Chairman and the Board whenever required, an account of all transactions as Treasurer and the financial condition of the Utility;

13.2.d.4 giving a bond for the faithful performance and discharge of the duties of Board Treasurer, in such an amount, so conditioned, and with such surety of sureties as the Board may require, at the expense of the Utility; and

13.2.d.5 in general, performing all duties incident to the office of Board Treasurer and such other duties as from time to time may be assigned by the Board.

13.4 If there is an Assistant Board Secretary and/or Assistant Board Treasurer, they will perform all duties incident to the office and such other duties as from time to time may be assigned by the Board.

13.5 The Utility General Manager, if and when employed, shall not be a member of the Board or the Cabazon Community Council. The General Manager shall be the principal operating executive of the Utility and shall have direction for all parts of actual operations. The General Manager shall be responsible to the Board as a

principal operating executive of a public service corporation normally would be. The General Manager shall render reports to the Board and perform all other functions and duties specified for the General Manager in Section 16 below.

13.6 The officers, with the exception of the General Manager, shall be chosen annually by the Board at its annual meeting, or as soon after such annual meeting as newly appointed CPUBM shall have qualified. Each officer shall hold office until a successor is chosen and qualified, or until death, or until the officer shall have resigned, or shall have been removed in the manner provided herein.

13.6 Any officer or agent elected or appointed by the Board may be removed by the Board whenever, in its judgment, the best interest of the Utility will be served thereby, but in the absence of dereliction in duty, negligence or malfeasance in office, or any other good cause shown, such removal shall be without prejudice to the contract rights, if any, of the person(s) who are removed, however, the General Manager may be removed only pursuant to any approved contract provisions.

13.7 Any officer may resign at any time by giving written notice to the Board, or to the Board Chairman, or Board Secretary. Such resignation to take effect at the time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any vacancy in any office because of death, resignation, removal, or any other cause shall be filled for the unexpired part of the term in the manner prescribed herein for election or appointment to such office, at the next regular meeting of the Board.

Section 14: INDEMNIFICATION OF BOARD MEMBERS AND EMPLOYEES

14.1 The Utility shall indemnify any officer, employee or member of the Board or former officer, employee or member of the Board of the Utility, or any person who may have served at its request as an officer, employee or member of the Board, against reasonable expenses actually and necessarily incurred by that individual in connection with the defense of any action, suit or proceeding in which the individual is made a party by reason of being, or having been such officer, employee or member of the Board except in relations to matters in which such employee was acting beyond the scope of the individual's employment. The Utility shall also reimburse to any officer, employee or member of the Board reasonable costs of settlements of any such action, suit or proceeding if it shall be found by a majority of the Board, other than General Managers involved in the matter of controversy (whether or not a quorum exists), that it is in the best interest of the Utility and the Cabazon Community that such a settlement be made and that such officer, employee or member of the Board was not guilty of negligence or misconduct. Such rights of indemnification and reimbursement shall not be deemed exclusive of any other rights which such officer, employee or member of the Board may be entitled to receive.

Section 15: BOARD; PURPOSE; DUTIES AND POWERS

15.1 The direction of purpose and exercise of powers by the Board shall be subject to applicable Federal and Community laws and regulations. The Board shall direct the purposes and exercise the following powers and duties:

15.1.a The Board of the Utility is delegated full authority and responsibility for the management and operation of the Utility.

15.1.b The Board is authorized to direct the operations to accomplish the purpose set forth in section 4 above and to exercise the powers set forth in subsection 15.2 below without previous authorization or subsequent approval and all parties dealing with the Utility shall have the right to rely upon any action taken by the Board pursuant to such authorization.

15.1.c The Board shall exercise full power and shall be responsible for the custody and management, operation, inventory and maintenance of all utilities and facilities; the planning, construction and operating of all new facilities; and for the taking of any and all usual necessary and convenient actions incidental thereto including, should it be deemed advisable or desirable, the borrowing of funds, and the making of contracts or commitments necessary to the functioning of the organization.

15.1.d The Board shall function in much the same capacity as an elected Board of General Managers of a chartered public service corporation, and shall be responsible for making investment decisions, subject to the limitations contain herein or in any advance of funds; for the establishment and maintenance of effective operating policies; the selection of management personnel; and for continuous supervision of performance.

15.1.e The Board shall exercise its authorized powers in the best interest of the Cabazon Community within the limits of responsible business judgment and with the stipulation that it shall not incur contract obligations in excess of the ability of the Utility to make payment on due date.

15.1.f The Board shall select from its own membership a Board Chairman and other officers, as addressed in Section 11; and it shall adopt rules as it may determine necessary for the orderly conduct of its business.

15.1.g Copies of the minutes of each meeting of the Board shall be kept on file in the office of the Utility and shall be available for inspection at all reasonable times by authorized representatives of the Cabazon Community and, upon notice to the Community Council Chairman, by representatives of the Secretary of the Interior.

15.1.h Members of the Board shall be reimbursed for expenses incurred in attending its meetings and performing General Manager duties and the Community Council may, at its discretion, set a reasonable fee to be paid to the Board members on a per-meeting-attended or other basis as found

on Exhibit B. Any such fee may be changed from time to time as conditions dictate.

15.1.i The Board Chairman shall make a formal report to the Community Council annually and in such a report include a summary of the budget, which the Board has approved for the coming fiscal year. Quarterly reports will be provided to the Community Council for informational purposes.

15.1.j The Board shall establish purchasing policies and procedures, giving usual and essential latitude to the General Manager and his delegated employees, but establishing limitations on amounts, which may be expended without specific approval of the Board.

15.1.k No contract or other transaction between the Utility and any one of the members of the Board, or between the Utility and any corporation, partnership, firm or other legal entity in which one or more of the members of the Board has an interest directly or indirectly, shall be valid for any purpose, unless the entire interest of the Board member or members in such corporation, firm or legal entity is fully disclosed to the Board and the proposed contract or transaction shall be approved, ratified or confirmed by the affirmative vote of at least a majority of the entire Board who are not so interested.

15.1.l The Board, in its discretion, may submit any such contract or act for approval or ratification at any regularly called or noticed meeting of the Community Council; and any contract or act that shall be approved or ratified by vote of the majority of the Community council shall be valid and binding upon the parties.

15.1.m The Board shall submit any contract or act wherein a public officer or employee of the Cabazon Community may have an interest, directly or indirectly, in the matter or transaction to any regularly called or noticed meeting of the Community Council for approval. Any contract or act that shall be approved or ratified by vote of the majority of the Community council shall be valid and binding upon the parties.

15.2 Subject to approval by the Community Council where required and to all applicable Community and Federal laws and regulations, and solely in furtherance of the limited purposes set forth in Section 4, the Board shall have the following powers:

15.2.a The Board shall exercise full authority and shall be responsible for the custody, management, maintenance and operation of all utility property and facilities, including easements and right-of-way granted therefore, owned and operated by the Cabazon Community, including such expansions and enlargements thereof as shall be authorized; for the acquisition, planning, construction, maintenance and operation of

additional utility facilities, including the negotiation and execution of engineering and construction contracts; and for taking of any and all usual, necessary and convenient actions incident thereto.

15.2.b The Board shall have the authority to act in the same capacity as that of natural persons, but to have authority to perform only such acts as necessary, convenient, or expedient to accomplish the purpose set forth in Section 4 of this title, and such as are not contrary to laws and regulations applicable to the Utility.

15.2.c The Board shall have the authority to elect or appoint officers, agents, engineers, auditors, attorneys and such other professional consultants as in the opinion of the Board may be needed from time to time, and to define their duties and fix their compensation. The Board, at Utility expense, shall require the bonding of all officers, agents or employees responsible for the handling of safeguarding of funds, property or other assets of the Utility.

15.2.d The Board shall have the authority to act in any state, territory, district, or possession of the United States, or in any foreign country for and on behalf of the Utility.

15.2.e The Board shall have the authority to negotiate the acquisition of (by purchase, exchange, lease, hire or otherwise), utilize, improve, manage, operate, and to negotiate the sale, lease, or mortgage of, either alone or in conjunction with others, real estate of every kind, character and description and any interest therein, necessary or incidental to the purpose set forth in Section 4 of this title, except as prohibited by law. Title to all such real property shall be taken in the name of the Cabazon Community.

15.2.f The Board shall have the authority to acquire (by purchase, exchange, lease, hire or otherwise), hold, own, manage operate, mortgage, pledge, hypothecate, exchange, sell, deal in and dispose of, either alone or in conjunction with others, personal property, and interest therein, and commodities of every kind, character and description necessary or incidental to the purpose set forth in Section 4 of this title.

15.2.g The Board shall have the authority to acquire (by application, assignment, purchase, exchange, lease, hire or otherwise), to hold, own, use, license, lease, and sell, either alone or in conjunction with others, the absolute or any partial or qualified interest in and to inventions, improvements, letters, patent and applications therefore, licenses, formulas, privileges, process, copyrights and applications therefore, trademarks and applications therefore, and trade names, provided that title of all such acquisitions shall be taken in the name of the Cabazon Community.

15.2.h The Board shall have the authority to make any guaranty respecting indebtedness, interest, contracts, or other obligations lawfully entered into by or on behalf of the Utility, to the extent that such guaranty is made in pursuance of the purpose set forth in Section 4 of this title, provided that no such guaranty shall be made without the prior written approval of the Community Council if the current aggregate indebtedness of the Utility, including such guaranty, shall not exceed the sum found on Exhibit C.

15.2.i The Board shall have the authority to designate and approve all depositories used for the deposit of funds of the Utility.

15.2.j The Board shall have the authority to enter into, make, perform and carry out or cancel and rescind, contracts for any lawful purposes pertaining to its business necessary or incidental to the purpose set forth in Section 4 of this title, including the negotiation of contracts subject to 25 U.S.C. ss81 (1964), which shall, as therein provided, become effective only upon the approval of the Secretary of the Interior.

15.2.k The Board shall have the authority to grant initial approval to annual Utility budgets, and to take final approval action with reference to the use of funds under the exclusive control of the Utility for operating and capital addition purpose.

15.3 The Board shall have and exercise all powers necessary or convenient to effect any or all of the purpose for which the Utility is organized.

15.4 The powers enumerated herein shall not be construed as purpose but the Utility shall have and exercise such powers solely in furtherance of, but not in addition to, the limited purpose set forth in Section 4 of this title.

Section 16: UTILITY GENERAL MANAGER

16.1 The General Manager shall be employed under a written employment contract and shall be responsible to the Board.

16.2 The function of a General Manager shall be analogous to that of the chairman of a public service corporation. The General Manager shall, among other things, execute the general policies formulated by the Board and organize the operation of the Utility into departments, each with its own specific duties and responsibilities.

16.3 The General Manager shall exercise the General Manager's best judgment in the determination of the ways and means by which general policy set forth by the Board is effectuated.

16.4 The General Manager shall be the active, operating executive of the Utility and shall prepare plans and annual budgets; and make suggestions as to policies and any proposals for improvements.

16.5 The General Manager shall have full authority and control over all employees of the Utility and shall be responsible for all department heads or other executives carrying out their assignments.

16.6 The General Manager shall be responsible for the general supervision of the performance of staff in respect to all such matters as conformance to approved budgets and to policies and procedures approved by the Board relating to standards, programs inspection, cost control, employee relations and service training.

16.7 The General Manager shall render regular reports to the Board and perform all other functions and duties specified in the Charter for the General Manager.

16.8 The General Manager shall be furnished with ample transportation and shall be reimbursed for any personal expenses the General Manager may incur in carrying out the General Manager's responsibilities.

16.9 The General Manager shall employ competent department heads for the usual functional responsibilities for each department.

16.10 The General Manager shall, in general, perform all duties incident to the position of General Manager and such other duties as from time to time may be assigned the General Manager by the Board.

Section 17: ACCOUNTING AND FISCAL YEAR

17.1 A modern accounting system shall be established and installed in conformity with accounting principles generally accepted in the utility business. The accounting system shall insure the availability of information as may be necessary to comply with Federal, State, and Community regulatory requirements.

17.2 The fiscal year of the Utility shall be from October 1 to September 30.

Section 18: RECORDS; INSPECTIONS; AUDITS

18.1 The books, records and property of the Utility, including current financial and operating statements, shall be kept on file in the main office of the Utility and shall be available for inspection at all reasonable times by authorized representatives of the Community Council and, upon notice to the Community Council Chairman, by representatives of the Secretary of the Interior.

18.2 The accounts and records of the Utility shall be audited by an independent Certified Public Accountant at the close of each fiscal year. The results of such audit shall be included in the reports by the Board Chairman to the Community Council.

Section 19: INSURANCE

19.1 Insurance, including liability insurance, adequate and sufficient to protect the interest of the Utility and the Cabazon Community from loss by fire of other disaster shall be on all property of the Utility. Insurance will be obtained, as required, including but not limited to the following:

19.1.a Comprehensive Motor Vehicle Liability Insurance covering the Community's General Managers, officers, employees and representatives and agents of each;

19.1.b Worker's compensation and employer's liability insurance;

19.1.c Comprehensive general liability insurance on an occurrence basis against claims of bodily injuries, death or property damages including environmental hazards, explosions and other hazards associated with the Utility business;

19.1.d Premises medical coverage;

19.1.e Fire and other disaster insurance;

19.1.f Umbrella or excess liability coverage, as necessary.

Section 20: RATES AND CHARGES

20.1 The Board shall establish all rates and charges for utility services which, when adopted by the Board shall become effective at such time as the Board shall determine. Upon a petition being filed by five percent (5%) of the affected customers, the Utility shall, after giving such notice as the Board may determine to be adequate, hold a formal public hearing to review such rates and charges.

20.2 Procedures shall be established by the Cabazon Board to provide for appeals of rate decisions, following a public hearing by the Utility, to an impartial review board composed of specialists on utility rates.

20.3 The Board may, in its sole discretion, negotiate with large users of power for special rates and charges, provided, however, that such negotiated rates shall be demonstrated to be fair and equitable to all other customers or users of the services of the Utility.

Section 21: AMENDMENTS

21.1 The Charter may be altered, amended or repealed by the Utility with the approval of the Cabazon Council at any regular or special Cabazon Council meeting, provided notice of such meeting shall have contained a copy of the proposed alteration, amendment or repeal and shall be at least ten (10) days prior to the meeting.

Section 22: EASEMENT, FRANCHISES AND GRANTS OF USE

22.1 Easement Franchises. The CABAZON POWER UTILITY shall have, and is hereby granted, subject to any prior valid existing right or adverse claim, the franchise, right, permit, easement and privilege of placing, erecting, constructing, repairing, removing, replacing, maintaining, using and operating public utility systems, lines and facilities for the furnishing of electric, and natural gas, and necessary or useful adjunct thereto, whether laid thereon or therein, together with the right of ingress and egress when necessary for such purposes, on, over, under and across unallotted lands of the Cabazon Community which are useful or convenient for the construction, maintenance, operation and repair of such utility systems, lines or facilities, provided, that in placing erecting or constructing any new lines or facilities the Utility shall comply with all applicable federal laws and the laws of Cabazon and with the provisions of any applicable land use plan adopted by Council.

The Utility shall furnish to the Chairman of Cabazon copies of plats or maps delineating the utility systems, lines and facilities located on, over, under and across such lands in sufficient detail and number.

22.2 The Utility shall have, and is hereby granted, subject to all applicable Federal laws and the laws of the Cabazon Community, as the agent or permittee of the Cabazon Community, the right to use any franchise, right, permit, privilege, easement or right of way standing in the name of or granted to the Cabazon Community in connection with the construction, maintenance, operation or repair of public utility systems, lines or facilities furnishing electric services.

Section 23: OTHER OFFICERS AND AGENTS

23.1 The Board may appoint such officers and agents as it deems necessary or expedient, and may determine the duties of them, as well as the terms of their holding office.

Section 24: MISCELLANEOUS

24.1 Except as otherwise provided in this Charter, the Board may authorize any officer or officers, or any agent or agents, to enter into any contract or execute and deliver any instrument in the name and on behalf of the Utility, and such authority may be general or confined to specified instances.

24.2 All checks, drafts, or other orders for the payment of money, and all notes, bonds, or other evidences of indebtedness issued in the name of the Utility shall be signed by such officer or officers, agent or agents, or employee or employees of the Utility and in such manner as from time to time be determined by resolution of the Board.

24.3 All funds, except petty cash, of the Utility shall be deposited from time to time to the credit of the Utility in such bank or banks as the Board may select.

Section 25: POLICIES, RULES AND REGULATIONS

25.1 The Utility Board shall have the power to make and adopt such polices, rules and regulations, not inconsistent with law and this Charter as it may deem advisable for the management of the business and affairs of the Utility.

EXHIBIT A

LOCATION AND PLACE OF BUSINESS

FOR THE

CABAZON POWER UTILITY

CHARTER

Administrative Office Address:

CABAZON POWER UTILITY
84-245 Indio Springs Pkwy
Indio, California 92203-3499

Mailing Address:

CABAZON POWER UTILITY
84-245 Indio Springs Pkwy
Indio, California 92203-3499

Revised:

Date: _____

By: _____

EXHIBIT B

BOARD MEETING REIMBURSEMENT

FOR THE

CABAZON POWER UTILITY

CHARTER

Pursuant to Section 15.1.h of this Charter, the fee to be paid to the Board and its members is set at $___. __ per meeting plus reasonable expenses.

Revised:

Date: _____

By: _____

EXHIBIT C

AGGREGATE INDEBTEDNESS LEVEL

FOR THE

CABAZON POWER UTILITY

CHARTER

Pursuant to Section 15.2.h of this Charter, the Community Council has authorized the aggregate indebtedness, including any guaranty of indebtedness, of the Utility shall not exceed the sum of _____ dollars ($___, ___. __).

Revised:

Date: _____

By: _____

EXHIBIT D

LEGAL DESCRIPTION

FOR THE

CABAZON POWER UTILITY

RESERVED
SERVICE TERRITORY

Pursuant to Section 22 of this Charter, the Community Council has authorized the Charter to serve within the Community boundaries as indicated in the specified legal description.

The Cabazon Reservation was established by an act of Congress in 1876 and occupies two separate sections of land consisting of 1,382 acres in the Coachella Valley. The northern portion lays adjacent to Interstate Highway 10, between the cities of Indio and Coachella, in Sections 19, 30 and 32 of Township 5 South, Range 8 East, San Bernardino Base and Meridian. Commercial development on this portion includes a tribal gaming casino, a tribal administration building, police and fire facilities, day care, a print shop, and other facilities. The southern portion consists of the entire 640 acres of Section 6 in Township 7 South, Range 9 East, San Bernardino Base and Meridian.