**[FORM OF] Compensated Self-Shown Commitment Agreement**[[1]](#footnote-2)

between

**PACIFIC GAS AND ELECTRIC COMPANY**(as “CPE”)

and

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**(as “Provider”)

**TABLE OF CONTENTS**

Page

Article One: TERM 1

1.1 Shown Term 1

1.2 Binding Nature 2

Article Two: SHOWING COMMITMENT 2

2.1 Showing Quantity 2

2.2 Replacement Project 2

2.3 Proof of Commitment 3

Article Three: PAYMENT 3

3.1 LCR RCM Payment 3

3.2 Billing and Payment 3

3.3 Netting 3

3.4 Payment 4

3.5 Disputes and Adjustments of Invoices 4

Article Four: REPRESENTATIONS AND WARRANTIES 4

4.1 Representations and Warranties of Both Parties 4

Article Five: CONFIDENTIALITY 5

5.1 Confidential Information 5

5.2 Permitted Disclosures 5

5.3 Remedies 7

5.4 Other Confidential Information 7

Article Six: DISPUTE RESOLUTION 7

6.1 Intent of the Parties 7

6.2 Management Negotiations 7

6.3 Alternative Dispute Resolution Negotiations 7

Article Seven: MISCELLANEOUS 7

7.1 General 7

7.2 Counterparts 8

7.3 Amendments 8

7.4 Assignment 8

7.5 GOVERNING LAW 8

7.6 Separation of Functions 9

7.7 Notices 9

7.8 Defined Terms 9

**Appendices & Exhibits**

The following appendices are incorporated into and made a part of this Agreement by reference:

APPENDIX A DEFINED TERMS

APPENDIX B PROJECT DESCRIPTION AND THE SHOWING QUANTITY

APPENDIX C NOTICE INFORMATION

APPENDIX D ILLUSTRATIVE EXAMPLES OF CV SCREENSHOTS

APPENDIX E FORM OF PROOF OF COMMITMENT ATTESTATION

APPENDIX F SELF-SHOWN ATTESTATION

APPENDIX G REPLACEMENT PROJECT ATTESTATION

 AND

REPLACEMENT PROJECT DESCRIPTION

**COMPENSATED SELF-SHOWN LOCAL RA AGREEMENT**

This CPE Compensated Self-Shown Local RA Agreement (this “Agreement”) is made by and between Pacific Gas and Electric Company, a California corporation (“PG&E” in its capacity as the central procurement entity as described below, the “CPE”) and\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Provider”). Provider and CPE are referred to individually as “Party” or collectively as “Parties”.

**RECITALS**

WHEREAS, Provider desires to commit, and CPE desires to accept such commitment of, certain Capacity Attributes from the Project to CPE to enable CPE to rely on such Capacity Attributes for purposes of satisfying its Compliance Obligations on the terms and conditions set forth herein. The amount of the Local RA Attributes from the Project that Provider commits hereunder is set forth in Appendix B under the column entitled “Showing Quantity”.

WHEREAS, in connection with Provider’s commitment, prior to the date hereof Provider has delivered to CPE the Self-Shown Attestation, a copy of which is attached to this Agreement as Appendix F.

WHEREAS, Provider’s commitment hereunder reduces CPE’s overall local procurement obligation thereby reducing the total procurement costs that the CPE incurs on behalf of all LSEs within PG&E’s distribution service area, including the Provider, and allows Provider to retain the System RA Attributes, Flexible RA Attributes and Other Capacity Attributes of the Showing Quantity.

NOW, THEREFORE, in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CPE and Provider, intending to be legally bound, hereby agree as follows:

# TERM

## Shown Term

.

### The term of this Agreement shall commence upon the Execution Date and shall continue until the expiration of the Shown Term, provided that this Agreement shall thereafter remain in effect until the Parties have fulfilled all obligations arising under this Agreement, including any compensation for the Showing Quantity, are paid in full. All provisions relating to invoicing, payment, settlement of other liabilities incurred pursuant to this Agreement and dispute resolution survive for the period necessary to effectuate the rights of the Party benefited by such provision except as otherwise specified herein. Notwithstanding anything to the contrary in this Agreement, all rights and obligations under Article Five (Confidentiality) survive the end of the Term for an additional two (2) years after.

### The “Shown Term”is the period commencing on [\_\_\_\_\_\_\_\_\_][[2]](#footnote-3) (“the Initial Shown Date”) and ending on [\_\_\_\_\_\_\_\_\_][[3]](#footnote-4).

### The Parties agree that they may have to perform certain of their Shown Term obligations in advance of the Initial Shown Date, including, with respect to Provider, filing the RA Plans and Supply Plans in accordance with the CPUC Filing Guide and the CAISO Tariff in advance of the Initial Shown Date. The Parties shall cooperate with each other in order for CPE to be able to rely upon the Showing Quantity beginning on the Initial Shown Date and Provider agrees to cause the Project’s Scheduling Coordinator (SC) to cooperate in order to achieve the same.

## Binding Nature

. This Agreement shall be effective and binding as of the Execution Date. Unless otherwise specified, all obligations of the Parties are binding throughout the Shown Term.

# SHOWING COMMITMENT

## Showing Quantity

. Provider intends to commit to CPE the Showing Quantity, which must be exclusively from the Project (or a Replacement Project as provided in Section 2.2), during the applicable Contract Month (as set forth on Appendix B) for CPE’s exclusive reliance on the Showing Quantity to satisfy its Compliance Obligations, including without limitation, the obligations set forth in the Local RA Central Procurement Decision. Neither the Showing Quantity nor the Showing Commitment shall confer to CPE any rights to dispatch or receive Energy or Ancillary Services from the Project, or any value of such Energy or Ancillary Services.

## Replacement Project

. Provider may replace a Project with a like-for-like project that is in the same local capacity area, same technology, at least equal to the capacity of the local resources being replaced in the subsequent year’s Resource Adequacy showing and that otherwise meets the requirements of this Agreement (including the Showing Quantity) (the “Replacement Requirements”) by providing CPE with (a) a prior written notice of such proposed replacement at least thirty (30) calendar days before the relevant deadlines under the CAISO Tariff and the CPUC Filing Guide for the corresponding Compliance Showing and (b) an attestation in the form of Appendix G (Replacement Project Attestation) and the information required in Appendix G for the Replacement Project Description. CPE shall review such written notice, attestation, and information and may request additional information or documentation from Provider showing that the Replacement Project is LCR RCM eligible. If the proposed replacement project meets the Replacement Requirements, it shall become a “Replacement Project” for all purposes under this Agreement and such replacement shall be effective as of the date agreed in writing between CPE and Provider. If the proposed replacement project does not meet the Replacement Requirements, CPE shall give Notice thereof to Provider outlining the reasons why the proposed replacement project does not meet the Replacement Requirements.

## Proof of Commitment

. For each Showing Month of the Shown Term, Provider shall submit to CPE the Proof of Commitment demonstrating to CPE the amount of Capacity Attributes from the Project that has been submitted in Provider’s RA Plans no later than thirty (30) calendar days prior to the first calendar day of such Showing Month. Upon CPE written request, Provider shall submit to CPE the Proof of Commitment demonstrating to CPE the amount of Capacity Attributes from the Project that has been submitted in Provider’s Supply Plans no later than ten (10) calendar days from such request. Provider shall be obligated to submit the Proof of Commitment for each Showing Month of the Shown Term regardless of whether any amount of Capacity Attributes from the Project has been submitted in Provider’s RA Plan and Supply Plan for such Showing Month.  The Proof of Commitment may only be submitted electronically to **CPERAFilings@pge.com**.

# PAYMENT

## LCR RCM Payment

. CPE shall make a payment (“Monthly Payment”) to Provider, for the applicable Showing Month, as follows:

$$Monthly Payment=Q×P$$

where:

Q = The amount of Capacity Attributes from the Project that has been submitted in Provider’s RA Plans, as demonstrated on Provider’s Proof of Commitment, not to exceed the Showing Quantity listed in Appendix B

P = The Contract Price for each Showing Month set forth in Appendix B

The Monthly Payment calculation shall be rounded to two decimal places.

## Billing and Payment

. On or before the fifteenth (15th) calendar day following each Contract Month of the Shown Term:

### Provider shall invoice CPE, in arrears, the Monthly Payment and any other amounts due from CPE to Provider under this Agreement, and

### if applicable, CPE shall invoice Provider, in arrears, for any amounts due from Provider to CPE under this Agreement.

## Netting

**.** If each Party is required to pay the other Party an amount in the same month pursuant to this Agreement, then the Party owing the greater aggregate amount will pay to the other Party the difference between the amounts owed. CPE is expressly authorized to set off from any of its payments hereunder an amount owed by Provider to CPE pursuant to this Agreement. For the avoidance of doubt, the rights set forth in this Section 3.3 shall be limited to amounts owed by each Party to the other Party under this Agreement and shall not apply to any amounts arising under or in connection with any other transaction or agreement between Provider and PG&E, whether acting in its capacity as CPE or otherwise.

## Payment

**.** Payment of all undisputed amounts owed shall be due by the later of the twenty-fifth (25th) day of the month or ten (10) calendar days after receipt of invoice (“Monthly Payment Date”). If the Monthly Payment Date is not a Business Day, then such invoice or payment shall be provided on the next following Business Day. Each Party will make payments by electronic funds transfer, or by other mutually agreeable method(s), to the account designated by the other Party. Any undisputed amounts not paid by the Monthly Payment Date will be deemed delinquent and will accrue interest at the Interest Rate, such interest to be calculated from and including the Monthly Payment Date to but excluding the date the delinquent amount is paid in full.

## Disputes and Adjustments of Invoices

**.**  In the event an invoice or portion thereof or any other claim or adjustments arising hereunder, is disputed, payment of the undisputed portion of the invoice shall be required to be made when due, with Notice of the objection given to the other Party. Any invoice dispute or invoice adjustment shall be in writing and shall state the basis for the dispute or adjustment. Payment of the disputed amount shall not be required until the dispute is resolved. The Parties agree to use good faith efforts to resolve the dispute or identify the adjustment as soon as possible in accordance with Article Eight. Upon resolution of the dispute or calculation of the adjustment, any required payment shall be made within fifteen (15) calendar days of such resolution along with interest accrued at the Interest Rate from and including the due date, but excluding the date on which the payment is made. Inadvertent overpayments shall be returned upon request or deducted by the Party receiving such overpayment from subsequent invoices, with interest accrued at the Interest Rate from and including the date of such overpayment to but excluding the date repaid or deducted by the Party receiving such overpayment. Any dispute with respect to an invoice is waived unless the other Party is Notified in accordance with this Section 3.5 within twelve (12) months after the invoice is rendered or any specific adjustment to the invoice is made. If an invoice is not rendered within twelve (12) months after the close of the month during which performance giving rise to the payment obligation occurred (or in the case of amounts based on CAISO invoices within twelve (12) months after the close of the month during which such invoice or revised invoice giving rise to the payment obligation was rendered), the right to payment for such performance is waived.

# REPRESENTATIONS AND WARRANTIES

## Representations and Warranties of Both Parties

. On the Execution Date, each Party represents and warranties to the other Party that:

### it is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its formation and is qualified to transact business in the State of California and in all jurisdictions where the ownership of its properties or its operations require such qualification, except where the failure to so qualify would not have a material adverse effect on its financial condition, its ability to own its properties or transact its business, or to carry out the transactions contemplated hereby;

### it has full power and authority to carry on its business as now conducted and to enter into, and carry out its obligations under this Agreement, and the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any Law, rule, regulation, order or the like applicable to it;

### execution and delivery of this Agreement and performance or compliance with any provision hereof will not result in the creation or imposition of any lien upon its properties, or a breach of, or constitute a default under, or give to any other Persons any rights of termination, amendment, acceleration or cancellation of any agreement to which it is a party or by which any of its respective properties is bound or affected;

### this Agreement and each other document executed and delivered in accordance with this Agreement constitutes its legally valid and binding obligation enforceable against it in accordance with its terms, subject to any Equitable Defenses;

### it is not Bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming Bankrupt,

### there is not pending or, to its knowledge, threatened against it or any of its Affiliates any legal proceedings that could materially adversely affect its ability to perform its obligations under this Agreement;

### it is a “forward contract merchant” within the meaning of the United States Bankruptcy Code (as in effect as of the Execution Date of this Agreement);

### it has entered into this Agreement in connection with the conduct of its business and it has the capacity or the ability to provide Showing Quantity on the terms and conditions of this Agreement; and

### it is acting for its own account, has made its own independent decision to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the CPE in so doing, and is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this Agreement.

# CONFIDENTIALITY

## Confidential Information

. Throughout the Term, neither Party shall disclose the non-public terms or conditions of this Agreement, the Parties’ bidding or negotiation process, or the contents or results of any dispute resolution negotiations under Article 6 (collectively “Confidential Information”) to a third party.

## Permitted Disclosures

.

### Permitted Disclosures. A Party may disclose Confidential Information: (i) in the case of Provider, to Provider’s Affiliates and the Project Owner and operator but solely to the extent necessary for Provider to comply with its obligations under this Agreement and Provider’s and its Affiliates’ employees, counsel, consultants, accountants, advisors, lenders, prospective lenders, equity investors, or prospective equity investors who have a need to know such information and have agreed to keep such terms confidential; (ii) in the case of CPE, to CPE’s Affiliates and CPE’s and its Affiliates’ employees and to CPE’s counsel, consultants, accountants, advisors, lenders, prospective lenders, equity investors, or prospective equity investors who have a need to know such information and have agreed to keep such terms confidential, provided however that competitive Confidential Information received by CPE from load serving entities, generators, third-party power marketers or demand response providers, or from the CAISO related to any of the foregoing, in connection with CPE’s performance of its duties as Central Procurement Entity, shall be limited to CPE’s employees, counsel, accountants and advisors who are responsible for performing or administratively supporting CPE’s Central Procurement Entity responsibilities in accordance with the CPUC Decisions; (iii) to CPE’s Cost Allocation Mechanism Procurement Review Group, as defined in CPUC Decision (D.) 07-12-052 and made applicable to this Agreement by the Local RA Central Procurement Decision; (iv) to the CPUC (including CPUC staff) under seal for purposes of review (if such seal is applicable to the nature of the Confidential Information); (v) in order to comply with any applicable Law or any exchange, regulation, Balancing Authority, control area or CAISO rule, or order issued by a court or entity with competent jurisdiction over the disclosing Party (“Disclosing Party”), other than to those entities set forth in subsection (vi); (vi) in order to comply with any applicable regulation, rule, or order of the CPUC, CEC, or FERC; (vii) as CPE deems necessary in order to demonstrate the reasonableness of its actions to a duly authorized Governmental Authority including the CPUC or any division thereof; (viii) to the Independent Evaluator, as defined and specified in the Protocol; or (ix) to the extent necessary for CPE to exercise its exclusive rights to the Local RA Attributes forming part of the Showing Quantity during the Showing Term other than the pricing information in Section 3.1.

### Procedure for Permitted Disclosures. In connection with requests made pursuant to Section  5.2(iv) (“Disclosure Order”) and disclosures pursuant to Sections 5.2(v) or 5.2(vi) (“Regulatory Disclosure”) each Party shall, to the extent practicable, use reasonable efforts to: (A) notify the other Party prior to disclosing the Confidential Information and (B) prevent or limit such disclosure. After using such reasonable efforts, the Disclosing Party shall not be: (I) prohibited from complying with a Disclosure Order or making the Regulatory Disclosure or (II) liable to the other Party for monetary or other damages incurred in connection with such disclosures of the Confidential Information.

### Requirements for California Public Entity. If Provider is subject to the California Public Records Act (Cal. Gov. Code section 6250 et seq.), Provider shall be permitted to disclose Confidential Information as required by applicable law, and CPE agrees that Provider shall not be in breach of this Agreement or have any liability whatsoever under this Agreement or otherwise for such disclosure. Provider shall provide timely notice to CPE of any Public Records Act request for Confidential Information in order to permit CPE to intervene therein, or initiate an action to enjoin release of any of such Confidential Information at CPE’s own cost and expense. The provisions of this Section 5.2(c) shall survive the expiration or termination of this Agreement.

## Remedies

. Except as provided in Section 5.2 with respect to the Parties’ permitted disclosures, the Parties shall be entitled to all remedies available at Law or in equity to enforce, or seek relief in connection with, this confidentiality obligation.

## Other Confidential Information

. The Parties agree that the confidentiality provisions under this Article Five: are separate from, and shall not impair or modify any other confidentiality agreements that may be in place between the Parties or their Affiliates; provided however, that the confidentiality provisions of this Article Five: shall govern confidential treatment of all non-public information exchanged between the Parties related directly or indirectly to this Agreement as of and after the Execution Date.

# DISPUTE RESOLUTION[[4]](#footnote-5)

## Intent of the Parties

. Except as provided in the next sentence, the sole procedure to resolve any claim arising out of or relating to this Agreement or any related agreement is the dispute resolution procedure set forth in this Article Six. Either Party may seek a preliminary injunction or other provisional judicial remedy if such action is necessary to prevent irreparable harm or preserve the status quo, in which case both Parties nonetheless will continue to pursue resolution of the dispute by means of this procedure.

## Management Negotiations

. The Parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement or any related agreements by prompt negotiations between each Party’s authorized representative, or such other person designated in writing as a representative of the Party (each a “Manager”).

## Alternative Dispute Resolution Negotiations

. If the Parties are unable to resolve or settle such controversy or claim by negotiation as set forth in Section [6.2](#_Management_Negotiations) above, the Parties agree to jointly request and use the Alternative Dispute Resolution (“ADR”) program provided by the CPUC pursuant to Resolution ALJ 185, August 25, 2005, as the exclusive forum for resolution. Additional information about the CPUC ADR program is available on the CPUC’s website at the following link:

http://docs.cpuc.ca.gov/published//Agenda\_resolution/47777.htm

# MISCELLANEOUS

## General

. This Agreement shall not impart any rights enforceable by any third party (other than a permitted successor or assignee bound to this Agreement). Waiver by a Party of any default by the other Party shall not be construed as a waiver of any other default. The headings used herein are for convenience and reference purposes only. PDF transmission will be the same as delivery of an original document; provided that at the request of either Party, the other Party will provide the original signed Agreement; provided, however, that the execution and delivery of this Agreement and its counterparts is subject to Section 7.2. The Parties acknowledge and agree that this Agreement is a forward contract (within the meaning of the Bankruptcy Code, as in effect as of the Execution Date). This Agreement shall be binding on each Party’s successors and permitted assigns.

## Counterparts

. This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall be deemed one and the same Agreement. Delivery of an executed counterpart of this Agreement by e-mail (including pdf or any electronic signature complying with the federal ESIGN Act of 2000, California’s Uniform Electronic Transactions Act (Cal. Civ. Code Section 1633.1, et seq.) or other applicable law) will be deemed as effective as delivery of an originally executed counterpart. Any Party delivering an executed counterpart of this Agreement by e-mail will also deliver an originally executed counterpart, but the failure of any Party to deliver an originally executed counterpart of this Agreement will not affect the validity or effectiveness of this Agreement.

## Amendments

. No amendment or modification to this Agreement shall be enforceable unless reduced to a writing signed by all Parties, except that CPE may make commercially reasonable amendments, modifications, supplementations or changes to this Agreement as necessary to conform its terms and conditions to subsequent clarifications, revisions, or decisions rendered by the CPUC, FERC, CAISO or other Governmental Authority having jurisdiction to administer Compliance Obligations (including, without limitation, any clarification, revision, or decision by CPUC, FERC, CAISO or other Governmental Authority having jurisdiction to administer Compliance Obligations that modifies the CAISO Tariff, the CPUC Filing Guide or other Law, rule or regulations applicable to the Compliance Showings) by providing written Notice of such amendment, modification, supplementation or change to Provider. Such amendment, modification, supplementation or change shall be deemed effective upon delivery of such Notice to Provider unless within ten (10) days of Provider’s receipt of such Notice, Provider provides to CPE a written objection thereto, which shall constitute an “Early Termination Event” and allow either Party to terminate this Agreement in accordance with the terms hereof.

## Assignment

. Neither Party shall assign this Agreement or its rights hereunder without the prior written consent of the other Party. Any assignment or purported assignment in violation of this Section 7.4 is void.

## GOVERNING LAW

. THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. TO THE EXTENT ENFORCEABLE AT SUCH TIME, EACH PARTY WAIVES ITS RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.

## Separation of Functions

. The Parties acknowledge that this Agreement is between Provider acting solely in its capacity as a load serving entity and PG&E acting solely in its capacity as a Central Procurement Entity. The Parties further acknowledge that they have no rights against each other or obligations to each other under this Agreement with respect to any relationship between the Parties in which PG&E is acting in any capacity other than a Central Procurement Entity, including as a load serving entity, Participating TO or Utility Distribution Company. PG&E is not responsible for or liable in any way under this Agreement for any delay owing to electric interconnection, transmission or distribution service or inability to obtain retail electric service for the Project, and Provider’s non-performance of any provision of this Agreement shall not be excused for a failure of electric interconnection, transmission or distribution service, or for an inability to obtain retail electric service for the Project, regardless of whether PG&E is the (A) Participating TO or (B) Utility Distribution Company for the Project.

## Notices

**.** Whenever this Agreement requires or permits delivery of a “Notice” (or requires a Party to “Notify”), the Party with such right or obligation shall provide a written communication in the manner specified below. Notices may be sent by overnight mail or courier or e-mail. Invoices may be sent by e-mail. A Notice sent by e-mail will be recognized and shall be deemed received on the Business Day on which such Notice was transmitted if received before 5 p.m. Pacific prevailing time (and if received after 5 p.m., on the next Business Day) and a Notice by overnight mail or courier shall be deemed to have been received two (2) Business Days after it was sent or such earlier time as is confirmed by the receiving Party. Appendix C contains the names and addresses to be used for Notices.

## Defined Terms

**.** Capitalized terms used in this Agreement, including the appendices hereto, have the meaning set forth in Appendix A, unless otherwise specified.

[Signature Page Follows]

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed by its Authorized Representative as of the dates provided below:

|  |  |
| --- | --- |
| **[INSERT LEGAL NAME OF PROVIDER] (“PROVIDER”)** | **Pacific Gas and Electric Company, a California corporation, in its capacity as a Central Procurement Entity (“CPE”)** |
| By:  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By:  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Title: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

APPENDIX A

DEFINED TERMS

For purposes of this Agreement, the following terms have the meanings set forth below. Capitalized terms used but not otherwise defined herein shall have the meanings specified for such terms in the CAISO Tariff.

“Agreement” means this CPE Compensated Self-Shown Local RA Agreement, and, together with each and every appendix, attachment, amendment, schedule and written supplement hereto, including the related attestation submitted by Provider, to the extent those are executed by the Parties , constitute the entire agreement of the Parties as to the matters set forth herein.

“Affiliate” of a Person means any other Person that (a) directly or indirectly controls the specified Person; (b) is controlled by or is under direct or indirect common control with the specified Person; or (c) is an officer, director, employee, representative or agent or subsidiary of the Person. For the purposes of this definition, “control”, when used with respect to any specified Person, means the power to direct the management or policies of the specified Person, directly or indirectly, through one or more intermediaries, whether through the ownership of voting securities, partnership or limited liability company interests, by contract or otherwise.

“Ancillary Services” has the meaning set forth in the CAISO Tariff.

“Business Day” means any day except Saturday, Sunday, or a Federal Reserve member bank holiday.

“CAISO” means the California Independent System Operator Corporation or any successor entity performing substantially the same functions.

“CAISO Tariff” or “Tariff” means the CAISO Fifth Replacement FERC Electric Tariff and protocol provisions, including any CAISO-published procedures, business practice manuals, or market participant user guides, in each case as they may be amended, supplemented or replaced (in whole or in part) from time to time.

“Capacity Attributes” means any and all of the following attributes:

(a) System RA Attributes and Local RA Attributes,

(b) Flexible RA Attributes, and

(c) Other Capacity Attributes.

“Central Procurement Entity” means the central procurement entity designated as such by the CPUC in the Local RA Central Procurement Decision.

“CIRA” means the CAISO’s Customer Interface for Resource Adequacy application, or any successor application enabling similar functionality.

“Compliance Obligations” means any RAR, Local RAR, Flexible RAR and any other resource adequacy or capacity procurement requirements imposed by the CPUC pursuant to the CPUC Decisions, by the CAISO, by the WECC, or by any other Governmental Authority having jurisdiction.

“Compliance Showings” means the total combination of (a) through (d) below that CPE and Provider are required to make to the CPUC pursuant to the CPUC Decisions, or to CAISO or any other Governmental Authority having jurisdiction, in each case, pursuant to the CPUC Filing Guide, the CAISO Tariff or business practice manuals, or other rules or regulations promulgated by the CPUC, CAISO or such Governmental Authority: (a) Local RAR compliance or advisory showings (or similar or successor showings), (b) RAR compliance or advisory showings (or similar or successor showings), (c) Flexible RAR compliance or advisory showings (or similar or successor showings), and (d) other Capacity Attributes compliance or advisory showings (or similar or successor showings).

“Contract Month” means a period of one (1) calendar month; the first Contract Month shall commence on the Initial Shown Date; and each subsequent Contract Month shall commence on the first day of the subsequent calendar month.

“Contract Price” means, for any period during the Shown Term, the price, expressed in dollars per kW-month, specified for such period set forth in the Contract Price Table in Appendix B.

“CPE”means PG&E in its capacity as a Central Procurement Entity, as distinct from the function of PG&E as a Utility Distribution Company, Participating TO or any other function.

“CPUC” means the California Public Utilities Commission.

“CPUC Decisions” means CPUC Decisions 04-01-050, 04-10-035, 05-10-042, 06-04-040, 06-06-064, 06-07-031, 07-06-029, 08-06-031, 09-06-028, 10-06-036, 11-06-022, 12-06-025, 13-06-024, 14-06-050, 19-02-022, 20-06-002, 20-06-031, 20-12-006, 21-06-029, 22-03-034 and any other existing or subsequent decisions, resolutions or rulings related to resource adequacy, as may be amended from time to time by the CPUC.

“CPUC Filing Guide” means the annual document issued by the CPUC which sets forth the guidelines, requirements and instructions for LSE’s to demonstrate compliance with the CPUC Decisions and the CPUC’s resource adequacy program.

“Energy” means three-phase, 60-cycle alternating current electric energy, measured in MWhs.

“Equitable Defenses” means any bankruptcy, insolvency, reorganization and other Laws affecting creditors’ rights generally, and with regard to equitable remedies, the discretion of the court before which proceedings to obtain same may be pending.

“Execution Date” means the latest signature date found on the signature page of this Agreement.

“FERC” means the Federal Energy Regulatory Commission.

“Flexible RA Attributes” means any and all flexible resource adequacy attributes, as may be identified at any time during the Shown Term by the CPUC, CAISO or other Governmental Authority having jurisdiction that can be counted toward Flexible RAR.

“Flexible RAR” means the flexible resource adequacy requirements established for Load Serving Entities (as defined in the CAISO Tariff) by the CPUC pursuant to the CPUC Decisions, or by any other Governmental Authority having jurisdiction.

“Governmental Authority” means any federal, state, local or municipal government, governmental department, commission, board, bureau, agency, or instrumentality, independent system operator, or any judicial, regulatory or administrative body, having jurisdiction as to the matter in question, including, without limitation, CAISO and all applicable Governmental Authority permits, registrations, and certification(s) for all elements of the Showing Quantity or the Showing Commitment Actions for which permit, registration or certification is or may become required in order to enable CPE to rely upon such Showing Quantity to satisfy CPE’s Compliance Obligations.

“Interest Rate” means the rate per annum equal to the “Monthly” Federal Funds Rate (as reset on a monthly basis based on the latest month for which such rate is available) as reported in Federal Reserve Bank Publication H.15-519, or its successor publication.

“Law” means any statute, law, treaty, rule, regulation, ordinance, code, Permit, enactment, injunction, order, writ, decision, authorization, judgment, decree or other legal or regulatory determination or restriction by a court or Governmental Authority of competent jurisdiction, including any of the foregoing that are enacted, amended, or issued after the Execution Date, and which become effective during the Shown Term; or any binding interpretation of the foregoing.

“LCR RCM” means the Local Capacity Requirement Reduction Compensation Mechanism as established by the CPUC pursuant to the CPUC Decisions.

“Local Capacity Area” is identified in Appendix B.

“Local RA Attributes” means any and all local resource adequacy attributes or other locational attributes related to a Local Capacity Area, as may be identified at any time during the Shown Term by the CPUC, CAISO or other Governmental Authority having jurisdiction that can be counted toward Local RAR.

“Local RA Central Procurement Decision” means, collectively, the CPUC Decision No. 20-06-002 on Central Procurement of the Resource Adequacy Program, CPUC Decision No. 20-12-006 on Track 3.A Issues: Local Capacity Requirement Reduction Compensation Mechanism and Competitive Neutrality Rules, CPUC Decision No. 22-03-034 on Modifications to the Central Procurement Entity Structure or any subsequent related decision(s).

“Local RAR” means the local resource adequacy requirements established for LSEs by the CPUC pursuant to the CPUC Decisions, by CAISO pursuant to the CAISO Tariff, or by any other Governmental Authority having jurisdiction. Local RAR may also be known as local area reliability, local resource adequacy, local resource adequacy procurement requirements, or local capacity requirement in other regulatory proceedings or legislative actions.

“LSE” means “Load Serving Entity” as such term is defined in the CAISO Tariff.

“Manager” is defined in Section 6.2 of this Agreement

“Monthly Payment” is defined in Section 3.1 of this Agreement.

“MW” means megawatt.

“Non-Performing” means the failure to provide: (a) the CPUC Commission with a RAR plan with the self-shown local resource, and (b) the CAISO with a matching supply plan for the self-shown local resource.

“Other Capacity Attributes” means, exclusive of System RA Attributes, Local RA Attributes and Flexible RA Attributes, any (a) current or future capacity characteristics or attributes, including the ability to generate or charge at given capacity levels, the ability to provide Ancillary Services, the ability to ramp up or down at a given rate, flexibility or dispatchability attributes, and locational attributes, as may be identified at any time during the Shown Term by any applicable Law, or voluntary or mandatory program of any Governmental Authority or other Person; and (b) certificate, tag, or credit, intended to commoditize or otherwise attribute value resulting from or associated with the characteristics set forth in subsection (a) of this definition.

“Permit” means any waiver, exemption, variance, franchise, permit, authorization, consent, ruling, certification, license or similar order of or from, or filing or registration with, or notice to, any Governmental Authority that authorizes, approves, limits or imposes conditions upon a specified activity.

“Person” means an individual, partnership, joint venture, corporation, limited liability company, trust, association or unincorporated organization, or any Governmental Authority.

“Procurement Review Group” has the meaning set forth in CPUC Decision D. 02-08-071.

“Project” means the generation facility described in Appendix B, as may be replaced by a Replacement Project in accordance with Section 2.2.

“Project Owner” is the entity indicated on Appendix B or in a Replacement Project Attestation if applicable pursuant to Section 2.2.

“Proof of Commitment” means both of the following: (1) screenshots showing the cross validation (CV) results from the CAISO’s CIRA application validating, without any errors, warnings, deficiencies, or discrepancies, the amount of the Capacity Attributes from the Project, as identified and submitted in the Provider’s Resource Adequacy Plan and in the Supply Plan for the applicable Showing Month, in the same form as the illustrative example in Appendix D (the “CV Screenshots”), or any successor form or method of validation providing similar substantiation as may be required by the CPE through Notice to Provider; and (2) Provider’s executed Proof of Commitment attestation for the applicable Showing Month in the form attached hereto as Appendix E.

“Protocol” means the 2023 CPE Local Resource Adequacy Request for Offers and Commitments (“RFO”) dated March 22, 2023.

“Replacement Project” has the meaning set forth in Section 2.2.“Replacement Requirements” has the meaning set forth in Section 2.2.

“Resource Adequacy Plan” or “RA Plan” has the meaning set forth in the CAISO Tariff.

“Resource Adequacy Requirement” or “RAR” means the Resource Adequacy or successor program requirements established by the CPUC, CAISO or any other regional entity, including submission of a Supply Plan or Resource Adequacy Plan.

“Scheduling Coordinator” or “SC” has the meaning set forth the CAISO Tariff.

“Showing Commitment” means the undertakings by Provider in Article II, including, without limitation, the commitment to CPE of the Showing Quantity and agreement to periodically submit Proof of Commitment.

“Showing Month” incorporates each day of each calendar month of the Shown Term that is the subject of the related Compliance Showings, as set forth in the CPUC Decisions and outlined in the CAISO Tariff. For illustrative purposes only, pursuant to the CPUC Decisions and outlined in the CAISO Tariff, in effect as of the Execution Date, the monthly Compliance Showings made in June are for the Showing Month of August.

“Showing Year” incorporates each day of each calendar month of each year of the Shown Term that is the subject of the related Compliance Showings, as set forth in the CPUC Decisions and outlined in the CAISO Tariff. For illustrative purposes only, pursuant to the CPUC Decisions and the CAISO Tariff in effect as of the Execution Date, the multi-year annual Compliance Showing made in August by CPE is for the three (3) year forward, multi-year Local RA compliance showing for the CPUC and the twelve (12) Showing Months of the following year for the CAISO.

“Showing Quantity” means, with respect to any day during the Shown Term, the amount of Local RA Attributes of the Project, expressed in MW, as set forth in the Showing Quantity column of the table in Appendix B applicable to such day.

“Supply Plan” has the meaning set forth in the CAISO Tariff.

“System RA Attributes” means any and all system resource adequacy attributes, as may be identified at any time during the Shown Term by the CPUC, CAISO or other Governmental Authority having jurisdiction that can be counted toward system resource adequacy requirements.

“Utility Distribution Company” has the meaning set forth in the CAISO Tariff.

“WECC” means the Western Electricity Coordinating Council or its successor entity with similar functions.

APPENDIX B

DESCRIPTION OF PROJECT AND SHOWING QUANTITY

1. **Project Description**

Project name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Technology type: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Location: [in front of the meter] [behind the meter]

CAISO Resource ID: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Scheduling Coordinator: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Scheduling Coordinator ID: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Project Owner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Showing Quantity**

|  |  |  |  |
| --- | --- | --- | --- |
| **Showing Month & Year** | **Showing Quantity** (**Local RA Attributes)** | **Local Capacity Area\*** | **Contract Price ($/MW-month)** |
| January 202\_ | \_\_\_ MW |  |  |
| February 202\_ | \_\_\_ MW |  |  |
| March 202\_ | \_\_\_ MW |  |  |
| April 202\_ | \_\_\_ MW |  |  |
| May 202\_ | \_\_\_ MW |  |  |
| June 202\_ | \_\_\_ MW |  |  |
| July 202\_ | \_\_\_ MW |  |  |
| August 202\_ | \_\_\_ MW |  |  |
| September 202\_ | \_\_\_ MW |  |  |
| October 202\_ | \_\_\_ MW |  |  |
| November 202\_ | \_\_\_ MW |  |  |
| December 202\_ | \_\_\_ MW |  |  |

\* Please specify: Bay Area, Humboldt, Sierra, Stockton, Fresno, Kern, North Coast/North Bay.

APPENDIX C

NOTICE INFORMATION

|  |  |
| --- | --- |
| **Name: [Party A’s Legal Name] a [include place of formation and business type]****( “Party A”)** | **Name: Pacific Gas and Electric Company, a California corporation, limited for all purposes hereunder to its Electric Procurement and Electric Fuels Functions****( “Party B”)** |
| **All Notices:** | **All Notices:** |
| **Delivery Address:** | **Delivery Address:** |
| **Street:**  | **77 Beale Street, Mail Code N12E** |
| **City: State: Zip:**  | **San Francisco, CA 94105-1702** |
|  |  |
| **Mail Address: (if different from above)** | **Mail Address:** |
|  | **P.O. Box 770000, Mail Code N12E****San Francisco, CA 94177** |
| **Attn:****(email)** | **Kelly Everidge (Kelly.Everidge@pge.com)****Sr. Director, Contract Mgmt, Settlements and Reporting** |
| **Phone:**  | **Phone: (415) 517-6544** |
|  |  |
|  |  |
| **Invoices and Payments:**  | **Invoices and Payments:** |
| **Attn:**  | **Attn: Kelly.Wong (K.Wong@pge.com)** |
| **(email)** | **Senior Manager, Electric Settlements** |
| **Phone:**  | **Phone: (510) 220-6064** |
|  |  |
| **Scheduling:**  |  |
| **Attn:** **(email)** |  |
| **Phone:**  |  |
|  |  |
| **Wire Transfer:**  | **Wire Transfer:** |
| **BNK:** **ACCT Title:****ABA:** **ACCT:** **DUNS:** **Federal Tax ID Number:**  | **BNK:** **ACC Title:** **ABA:** **ACCT:** **DUNS:** **Federal Tax ID Number:**  |
|  |  |
| **Credit and Collections:**  | **Credit and Collections:** |
| **Attn:** **(email)** | **Attn: Credit Risk Management (PGERiskCredit@pge.com)** |
| **Phone:**  | **Phone: (415) 636-0725** |
|  |  |
| **Contract Management****Attn:** **(email)****Phone:** | **Contract Management****Attn: Ryan Susanto; Contract Management** **(Ryan.Susanto@pge.com)** **Phone: (650) 255-2343** |
| **Supply Plan Contact:** | **Supply Plan information and Proof of Commitment should be Sent To:****(CPERAFilings@pge.com)** |

APPENDIX D

ILLUSTRATIVE EXAMPLES OF CV SCREENSHOTS

Below sets forth illustrative examples of CV Screenshots that are required pursuant to clause (1) of the defined term “Proof of Commitment”:

1. Screenshot of CAISO CIRA application cross validation (CV) results for the RA Plan submitted with the Project and the quantity filed listed in the Local RA Capacity column with no errors/warnings:



and, if requested by CPE;

1. Screenshot of CAISO CIRA application CV results for the matching Supply Plan submitted:



Source: CAISO’s Market Participant User Guide for Customer Interface for Resource Adequacy (CIRA), version 5.1, last revised February 22, 2018.

APPENDIX E

PROOF OF COMMITMENT ATTESTATION

This Proof of Commitment Attestation is delivered by \_\_\_\_\_\_\_(“Provider”) to Pacific Gas and Electric Company, solely in its capacity as a central Procurement Entity (“CPE”) in accordance with the terms of that certain CPE Compensated Self-Shown Local RA Agreement dated as of \_\_\_\_\_\_\_ (“Agreement”) by and between Provider and CPE. All capitalized terms used in this Proof of Commitment Attestation but not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

Provider hereby certifies and represents to CPE the following:

(1) Provider has timely filed with CAISO’s CIRA the Resource Adequacy Plan and the Project’s Scheduling Coordinator has filed the Supply Plan which include the amount of the Capacity Attributes of the Project that has been submitted for the Showing Month of [***add applicable month***] as required by the terms of the Agreement; and

(2) Attached with this Proof of Commitment Attestation are true and correct copies of the CV Screenshots evidencing timely filing of the Resource Adequacy Plan for the Showing Month of [***add applicable month***] and specifying the amount of the Capacity Attributes of the Project that has been submitted for such Showing Month as required by the terms of the Agreement.

EXECUTED by PROVIDER this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_.

|  |
| --- |
|  |
| Signature: |  |
| Name: |  |
| Title: |  |

APPENDIX F

SELF-SHOWN ATTESTATION

[Drafting note: attach Provider’s attestation submitted as part of the 2023 CPE RFO*]*

APPENDIX G

REPLACEMENT PROJECT ATTESTATION

This Replacement Project Attestation is delivered by \_\_\_\_\_\_\_(“Provider”) to Pacific Gas and Electric Company, acting solely in its capacity as a Central Procurement Entity (“CPE”) in accordance with the terms of that certain CPE Compensated Self-Shown Local RA Agreement dated as of \_\_\_\_\_\_\_ (“Agreement”) by and between Provider and CPE. All capitalized terms used in this Replacement Project Attestation but not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

In connection with Provider’s desire to replace the Project with the Replacement Project in accordance with Section 2.2 of the Agreement, Provider hereby certifies and represents to CPE the following:

(a) I am authorized to submit this Replacement Project Attestation on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_[Provider];

(b) Provider has the rights to the Capacity Attributes from the Project for each of the Showing Months included in this Replacement Project Attestation;

(c) Provider intends to self-show the Project on the annual and monthly Compliance Showings to satisfy its Compliance Obligations; and

(d) The Project that the Provider intends to self-show for compensation under the Local Capacity Requirement Reduction Compensation Mechanism meets the eligibility requirements pursuant to Decision 20-12-006.

EXECUTED by PROVIDER this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_.

|  |
| --- |
|  |
| Signature: |  |
| Name: |  |
| Title: |  |

APPENDIX G

REPLACEMENT PROJECT DESCRIPTION

1. **Project Description**

Project name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Technology type: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Location: [in front of the meter] [behind the meter]

CAISO Resource ID: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Scheduling Coordinator: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Scheduling Coordinator ID: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Project Owner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Showing Quantity**

|  |  |  |  |
| --- | --- | --- | --- |
| **Showing Month & Year** | **Showing Quantity** (**Local RA Attributes)** | **Local Capacity Area\*** | **Contract Price ($/MW-month)** |
| January 202\_ | \_\_\_ MW |  |  |
| February 202\_ | \_\_\_ MW |  |  |
| March 202\_ | \_\_\_ MW |  |  |
| April 202\_ | \_\_\_ MW |  |  |
| May 202\_ | \_\_\_ MW |  |  |
| June 202\_ | \_\_\_ MW |  |  |
| July 202\_ | \_\_\_ MW |  |  |
| August 202\_ | \_\_\_ MW |  |  |
| September 202\_ | \_\_\_ MW |  |  |
| October 202\_ | \_\_\_ MW |  |  |
| November 202\_ | \_\_\_ MW |  |  |
| December 202\_ | \_\_\_ MW |  |  |

\* Please specify: Bay Area, Humboldt, Sierra, Stockton, Fresno, Kern, North Coast/North Bay.

1. ***Drafting Note: This form contemplates a Provider who is a CPUC jurisdictional LSE.***  [↑](#footnote-ref-2)
2. ***Drafting Note: Enter the first day of the first month of the first Shown Year based on Provider’s offer.*** [↑](#footnote-ref-3)
3. ***Drafting Note: Enter the last day of the last month of the last Shown Year based on Provider’s offer******.*** [↑](#footnote-ref-4)
4. ***Drafting Note: Where Provider is PG&E, delete all of the provisions in this Article Six and instead insert: “The Parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement or any related agreements by prompt negotiations between each Party’s authorized representative, or such other person designated in writing as a representative of the Party.”*** [↑](#footnote-ref-5)