

SAMPLE DOCUMENT ONLY

**APPENDIX D
POWER PURCHASE AGREEMENT COVER SHEET**

This Power Purchase Agreement (“Agreement”) is entered into between Pacific Gas and Electric Company, a California corporation (“Buyer” or “PG&E”), and **Candlestick Biomass, LLC** [insert name of Seller], a **California Limited Liability Corporation** [include place of formation and business type] (“Seller”), as of the Execution Date. The information contained in this Cover Sheet shall be completed by Seller and incorporated into the Agreement.

A. Transaction Type

Seller may not modify the Transaction Type designated in this Part A of the Cover Sheet at any time after the Execution Date.

Product: Baseload, specifically, woody biomass facilities only

Annual High Hazard Fuel Percentage: The Seller is contractually bound at a minimum, to the percentages designated in the Resolution and defined in Section 3.10(a)(i). If Seller selects a higher percentage, these percentages will replace the Minimum Percentage values provided in Section 3.10(a)(i). The Project shall achieve High Hazard Fuel Use according to the following percentages.

- Minimum Percentage.
- Higher Percentage (Note, selecting this option does not guarantee that the facility will be awarded a contract. The facility shall be given preference only in relation to facilities that have a similar Least Cost Best Fit value).

Calendar Year	Minimum Percentage¹	Seller’s Higher Percentage²
2016	40%	
2017	50%	
2018	60%	
2019 and beyond	80%	

Deliverability:

- Energy Only Status

¹ CPUC Resolution E-4770, page 5

² Ibid

- Partial Capacity Deliverability Status (“PCDS”)
 - a) If PCDS is selected, provide the Expected PCDS Date, or the date the Project received a PCDS finding if already received:
_____ (mm/dd/yyyy);
 - b) The Partial Capacity Deliverability Status Amount the Project will obtain is _____MW.
- Full Capacity Deliverability Status (“FCDS”)
 - a) If FCDS is selected, provide the Expected FCDS Date, or the date the Project received a FCDS finding if already received:
_____ (mm/dd/yyyy).

Seller shall elect one of the following types of transactions pursuant to Section 3.1(b) of the Agreement:

- Full Buy/Sell
- Excess Sale

Seller shall elect one of the following Delivery Terms:

- five (5) Contract Years
- five (5) Contract Years with Extension Option
- ten (10) Contract Years
- fifteen (15) Contract Years
- twenty (20) Contract Years

B. Project Description Including Description of Site

Contract Capacity: [**16**] MW *[Provide the maximum capacity to be made available to PG&E pursuant to the transaction, which in the case of an Excess Sale transaction, may be less than the maximum capacity of the Project]*

(i) Project Development:

(a) The Project is an:

Existing Project

(A) The date on which the Expected Initial Energy Delivery Date of the Project is expected (which shall be no later than 1 (one) year after the Effective Date) is: **01/15/2017**

New Project

- (A) The date on which the Commercial Operation Date of the Project is expected (must be no later than the Guaranteed Commercial Operation Date):
- (B) The Expected Construction Start Date of the Project:

(b) Project development Milestone schedule *[to be completed by Buyer and Seller. Insert additional rows if necessary]:*

Identify Milestone	Date for Completion
Executes Interconnection Agreement	8/1/2016
Receives CAISO Participating Generator Agreement	10/1/2016
Receives CAISO Metering Services Agreement	11/1/2016
COD	1/1/2017
CEC Certification Date	2/1/2017

(ii) Supplier Diversity. For the purpose of Section 4 of the Supplier Diversity Program obligation set forth in Appendix XII of this Agreement, Seller’s supplier diversity spend target for work supporting the Project is 5 %.

C. Contract Price

The Contract Price for each MWh of Product as measured by Delivered Energy in each Contract Year and the price for Deemed Delivered Energy in each Contract Year shall be as follows:

Contract Year	Contract Price (\$/MWh)
1	\$XX
2	\$XX
3	\$XX
4	\$XX
5	\$XX
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	

Contract Year	Contract Price (\$/MWh)
19	
20	

D. Delivery Term Contract Quantity Schedule

Length of Delivery Term (in Contract Years):

Contract Year	Contract Quantity (MWh)
1	125,000
2	125,000
3	125,000
4	125,000
5	125,000
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	

E. Collateral (as described in the RAM Protocol Agreement, under Section V.C. RAM PPA Terms and Conditions)

- Project Development Security (provide dollar amount)

Dollar Amount: \$ XX

- Cash, or
- **Letter of Credit**

- Delivery Term Security (provide dollar amount)

Dollar Amount: \$ XX

- Cash, or

- **Letter of Credit**

F. Buyer Bid Curtailment and Buyer Curtailment Orders.

Operational characteristics of the Project for Buyer Bid Curtailment and Buyer Curtailment Orders are listed below. Buyer, as the Scheduling Coordinator, may request that CAISO modify the Master File for the Project to reflect the findings of a CAISO audit of the Project. In addition, Seller agrees to coordinate with Buyer or Third-Party SC, as applicable, to ensure all information provided to the CAISO regarding the operational and technical constraints in the Master File for the Project are accurate and are based on the true physical characteristics of the resource.

- PMax of the Project: **_16_**MW
- Minimum operating capacity: **_1_**MW
- Ramp Rate: **_0.5_**MW/Minute

- Maximum number of Start-ups per calendar day, month, year (if any such operational limitations exist): **_4 per day_**
- Advance notification required for Buyer Bid Curtailment and Buyer Curtailment Order: Not greater than the shortest Dispatch Interval in the Real-Time Market (as defined in the CAISO Tariff).

Other Requirements:

- Maximum number of hours annually for Buyer Curtailment Periods: unlimited hours
- The Project will be capable of receiving and responding to all Dispatch Instruction in accordance with Section 3.1(q).
- Start-Up Time (if applicable): **_60_**Minutes
- Minimum Run Time after Start-Up (if applicable): **_120_**Minutes
- Minimum Down Time after Shut-Down (if applicable): **_60_**Minutes

Note: Sellers should enter the maximum flexibility the Project can offer given the operational constraints of the technology.

G. Damage Payment (as described under Damage Payment definition in Section 1.60)

Dollar amount: \$_____

H. Notices List

Name: **Candlestick Biomass, LLC**, a
California Limited Liability
Corporation (“Seller”)

All Notices: *[Seller to complete]*

Name: Pacific Gas and Electric Company, a
California corporation
 (“Buyer” or “PG&E”)

All Notices:

Delivery Address:

**50 Main St
San Francisco, CA 94105**

Mail Address: (if different from above)

Attn: **Matthew Miller, Vice President**

Phone: **415-123-3461**

Facsimile: **415-123-3457**

Email:

mmiller@candlestickbiomass.com

DUNS: **12-345-6789**

Federal Tax ID Number: **12-1234567**

Invoices:

Attn: **John Doe**

Phone: **(415) 123-3456**

Facsimile: **(415) 123-3457**

Email:

jdoe@candlestickbiomass.com

Scheduling:

Attn: **Jane Smith**

Phone: **(415) 123-3458**

Facsimile: **(415) 123-3457**

Email:

jsmith@candlestickbiomass.com

Payments:

Attn: **John Doe**

Phone: **(415) 123-3456**

Facsimile: **(415) 123-3457**

Email: **(415) 123-3457**

Wire Transfer:

BNK: **Bank of America**

ABA: **123456789**

Delivery Address:

77 Beale Street, Mail Code N12E
San Francisco, CA 94105-1702

Mail Address:

P.O. Box 770000, Mail Code N12E
San Francisco, CA 94177

Attn: Candice Chan (CWW9@pge.com)

Director, Contract Mgmt & Settlements

Phone: (415) 973-7780

Facsimile: (415) 972-5507

DUNS:

Federal Tax ID Number:

Invoices:

Attn: Azmat Mukhtar (ASM3@pge.com)

Manager, Electric Settlements

Phone: (415) 973-4277

Facsimile: (415) 973-2151

Scheduling:

Attn: Day-Ahead Operations

(DAEnergy@pge.com)

Phone: (415) 973-1971

Facsimile: (415) 973-4500

Payments:

Attn: Azmat Mukhtar (ASM3@pge.com)

Manager, Electric Settlements

Phone: (415) 973-4277

Facsimile: (415) 973-2151

Wire Transfer:

BNK:

ABA:

ACCT: **987-123456**

ACCT:

Credit and Collections:

Attn: **Jim Wright**

Phone: **(415) 123-3459**

Facsimile: **(415) 123-345**

Email:

jwright@candlestickbiomass.com

With additional Notices of an Event of
Default to Contract Manager:

Attn: **Megan Jones** _____

Phone: **(415) 123-3460** _____

Facsimile: **(415) 123-3457** _____

Email:

mjones@candlestickbiomass.com

Credit and Collections:

Attn: PG&E Risk Credit Team
(pgeriskcredit@exchange.pge.com)
Manager, Credit Risk Management

Phone: (415) 973-4144

Facsimile: (415) 973-4071

Contract Manager:

Attn: Ted Yura (THY1@pge.com)
Senior Manager, Contract Management

Phone: (415) 973-8660

Facsimile: (415) 972-5507

With additional Notices of an Event of Default
to:

PG&E Law Department

Attn: Renewables Portfolio Standard attorney

Phone: (415) 973-4377

Facsimile: (415) 972-5952