

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



June 23, 2011

Advice Letter 3830-E

Jane Yura
Vice President, Regulation and Rates
Pacific Gas and Electric Company
77 Beale Street
San Francisco, CA 94177

Re: Pacific Gas and Electric Company's Advice Letter 3830-E regarding the revisions to the tariffs and standard contracts for the purchase of eligible renewable generation from small renewable generators and public water and wastewater facilities

Dear Ms. Yura:

The Energy Division has determined that Pacific Gas and Electric's (PG&E) Advice Letter (AL) 3830-E is in compliance with Decision (D.) 07-07-027 and is effective June 24, 2011.

PG&E filed AL 3830-E on April 15, 2011 and filed substitute sheets on May 31, 2011 to make non-substantive revisions to its small renewable generator tariff (Schedule E-SRG) and public water and wastewater tariff (Schedule E-PWF). According to PG&E, these revisions are intended to update PG&E's tariffs and the standard contracts and clarify certain tariff and contract language for the purposes of PG&E's feed-in tariff program. The substitute sheets include PG&E's updated time of delivery factors, which the CPUC recently approved in PG&E's 2011 RPS procurement protocols.¹ The CPUC approved the current versions of Schedule E-SRG and Schedule E-PWF in December 2009 by approving advice letter 3584-E.

On May 5, 2011, Sustainable Conservation and the California Farm Bureau Federation submitted a timely joint protest to AL 3830-E. Sustainable Conservation and the California Farm Bureau Federation assert that the CPUC should not approve this advice letter since the CPUC is currently implementing Senate Bill (SB) 32,² which amends the feed-in tariff program. In addition, these parties assert that "projects that interconnect at the distribution level should not be subject to FERC jurisdiction for reasons we and others have made elsewhere."

¹ See D.11-04-008.

² Negrete McLeod, Stat. 2009, ch. 328, § 3.5

Ms. Jane Yura
June 23, 2011
Page 2

On May 12, 2011, PG&E replied to the protest. In its reply, PG&E stated that the CPUC should not delay adopting “undisputed tariff and contract changes while SB 32 is being implemented, especially given the current lack of schedule and process for SB 32 implementation.” In addition, PG&E stated that under the current CPUC-approved Schedules E-SRG and E-PWF sellers are required to interconnect under Federal Energy Regulatory Commission (FERC) interconnection rules and procedures.

Regarding the merits of the protest, D.07-07-027 adopted a feed-in tariff program for the California investor-owned utilities and allowed PG&E to choose the interconnection process it deemed appropriate for interconnecting customer generators. Thus, PG&E’s tariff, which requires a FERC jurisdiction interconnection process, is consistent with D.07-07-027. In addition, PG&E does not seek to change the interconnection procedure in its advice letter, but rather to update the reference to the interconnection procedure since FERC recently approved modifications to PG&E’s Wholesale Distribution Access Tariff (WDAT) interconnection procedures. Thus, this change is reasonable and approved.

Second, as PG&E states, the CPUC had not set a timeline for implementing SB 32 when PG&E filed this advice letter. At the prehearing conference for Rulemaking 11-05-005 on June 13, 2011, the CPUC stated its intent to have a decision implementing SB 32 by the end of 2011. Once the decision is approved, there may be an implementation period before the new rules are available. Given this timeframe, it is reasonable to update PG&E’s time of deliver factors, interconnection language to reflect PG&E’s recently approved WDAT, and make other non-substantive changes to Schedule E-SRG and Schedule E-PWF.

The Energy Division has determined that PG&E’s AL 3830-E is in compliance with D.07-07-027 and is effective June 24, 2011.

Please contact Jaclyn Marks in the Energy Division at 415-703-2257 (jm3@cpuc.ca.gov) if you have any questions.

Sincerely,



Julie A. Fitch
Director, Energy Division

cc: Jody London, Regulatory Consultant to Sustainable Conservation
The California Farm Bureau Federation



April 15, 2011

Advice 3830-E

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

Subject: Revisions to the Tariffs and Standard Contracts for the Purchase of Eligible Renewable Generation from Small Renewable Generators and Public Water and Wastewater Facilities

Pacific Gas and Electric Company (“PG&E”) submits for filing revisions to its small renewable generator tariff (“Schedule E-SRG”) and public water and wastewater tariff (“Schedule E-PWF”). These revisions are intended to update PG&E’s tariffs and the attached standard contracts and clarify certain tariff and contract language. The tariffs and contracts at issue were initially approved by the California Public Utilities Commission (“Commission”) in 2008 and have been periodically updated as needed. In this advice letter, PG&E is proposing additional revisions to the tariffs and the standard contracts to update the terms consistent with PG&E’s experience implementing and administering the tariffs.

Attached to this advice letter are: (1) clean version of the E-SRG tariff and standard contract (Electric Form 79-1102); (2) red-line of the E-SRG tariff and standard contract; (3) clean version of the E-PWF tariff and standard contract (Electric Form 79-1103); (4) red-line of the E-PWF tariff and standard contract; and (5) matrix identifying the proposed modifications and the basis for the modifications.

Background

Assembly Bill (“AB”) 1969 added Section 399.20 to the Public Utilities Code, which requires all electrical corporations to file with the Commission a tariff and standard contract for the purchase of renewable energy produced by an eligible public water or wastewater agency with an electric generating facility at the current market price referent (“MPR”) for a period of 10, 15 or 20 years.

Decision (“D.”) 07-07-027 ordered the tariff and standard contract for public water and wastewater agencies to be expanded to small, renewable generators with an effective capacity of no more than 1.5 megawatts (“MW”) for PG&E and Southern California Edison (“SCE”). In compliance with D.07-07-027, PG&E filed Advice Letters 3098-E and 3100-E containing Schedule E-PWF and Schedule E-SRG on

August 3, 2007. Both advice letters were approved with modifications in Commission Resolution E-4137.

PG&E filed supplemental Advice Letters 3098-E-A and 3100-E-A implementing the modifications directed by the Commission in Resolution E-4137. The Commission issued a "Notice to Correct PG&E Advice Letters 3098-E-A and 3100-E-A in response to IEP Protest" on March 18, 2008. In response, PG&E filed Advice Letters 3098-E-B and 3100-E-B to revise the non-modifiable "eligibility" term contained in the standard contracts to conform with the language in D.07-11-025, Attachment A as directed by the Commission. The Commission approved these advice letters on April 7, 2008.

PG&E filed Advice Letter 3267-E to amend the language in the "Applicability" section of Schedule E-SRG to allow PG&E to enter into small renewable generator standard contracts with Sellers that previously had contracts with PG&E for deliveries from the same facility on May 9, 2008. The Commission approved the advice letter on June 6, 2008.

On December 18, 2008, the Commission approved the 2008 MPR in Resolution E-4214. To incorporate the 2008 MPR and the time of delivery ("TOD") factors approved in D.08-02-008, PG&E filed Advice Letter 3410-E on January 27, 2009. PG&E filed supplemental advice letter 3410-E-A on April 21, 2009 to address the operability of the Western Renewable Energy Generating Information System ("WREGIS"), address that the California Climate Action Registry had been decommissioned, and clarify the "Termination Section." The Commission approved the advice letters on May 12, 2009.

On December 17, 2009, the Commission approved the 2009 MPR in Resolution E-4298. To incorporate the 2009 MPR and the TOD factors approved in D.09-06-018, PG&E filed Advice Letter 3584-E on December 23, 2009. The Commission approved the Advice Letter in Resolution E-4298. The 2009 MPR and TOD factors are still effective.

Proposed Revisions

PG&E's proposed revisions are limited and a high-level summary is provided below. Additionally, in Attachment A to this Advice Letter PG&E provides a matrix detailing its proposed revisions and the basis for each revision to the tariffs and standard contracts for Schedule E-SRG and Schedule E-PWF and a full comparison of the revised tariffs and standard contracts against the previous version approved in Resolution E-4298 is included in Attachments B and D.

PG&E is proposing to update Schedules E-SRG and E-PWF and is proposing the following changes to both standard contracts:

- Update footnotes to include the title: E-SRG “Feed-in Tariff Small Renewable Generator (E-SRG) Power Purchase Agreement”; E-PWF “Feed-in Tariff Public Water and Wastewater Facility (E-PWF) Power Purchase agreement to tie together each page of the standard contracts.
- Add reference to new Appendix E – Description of the Facility.
- Replace “energy and capacity” with “Product.” The defined term “Product” includes energy, capacity, ancillary services, and renewable and Resource Adequacy (“RA”) attributes.
- Add space for the Seller to enter address information.
- Revise the language in Section 2.1.2 to request the name of the Facility rather than the description.
- Provide a definition of “Nameplate” and clarify that the nameplate will be net of station load or for solar net of any inverter losses and will not exceed 1,500 kilowatts (“kW”).
- Clarify that the Seller can connect to either the distribution or transmission system.
- Clarify that Sellers are paid for each kilowatt-hour (“kWh”) rather than megawatt-hour (“MWh”).
- Add the Eligible Renewable Resource (“ERR”) and Eligible Intermittent Resources Protocol (“EIRP”) sections, which define the maintenance of ERR status and the eligible intermittent resource requirement for facilities greater than 1.0 MW.
- Update the definition and transfer of Green Attributes to conform to the language in D.08-08-028.
- Add a WREGIS Certificate Deficit provision, which allows for an offset against payment if a Seller has a shortfall of WREGIS certificates compared to the net energy in the same calendar month.
- Update the transfer of Renewable Energy Credit (“REC”) in WREGIS to conform to the language in D.11-01-025.
- Update the definition of ERR to match the language in D.08-08-028, which implemented the non-modifiable term.

- Update Section 3.5 to ensure PG&E, as scheduling coordinator has the ability to utilize the California Independent System Operator (“CAISO”) EIRP program, which could affect imbalance charges. .
- Update language in Section 4.3.1(a), to replace Seller with Facility for Self Generation Incentive Program (“SGIP”), California Solar Initiative (“CSI”) and net-metering eligibility. The Facility may not receive incentives under SGIP or CSI¹, whereas the Seller may have received incentives for other facilities, or the Facility may be sold to different Sellers.
- Update the definition of California Energy Commission (“CEC”) certification of an ERR to conform to the language in D.08-08-028, which implemented the non-modifiable term.
- Update the definition of Renewable Energy Credit (“REC”) to conform to the language in D.11-01-025.
- Update Section 9.1.1 to refer to the Facility’s Nameplate rather than nameplate rating.
- Update the governing law provision to match the language in D.11-01-025.
- Revise Appendix B to include signature lines. Once PG&E receives a signed E-SRG or E-PWF standard contract from the counterparty, PG&E’s Contract Management and Commercial departments review the standard contracts before submitting to the signing authority. PG&E typically executes the standard contract within a month from the date of receipt of the standard contract from the counterparty.
- Revise Appendix D to the standard contracts to update notification and forecasting requirements.
- Update Section 2.1.7 of Appendix E to the standard contracts, to add a placeholder for the Seller to include additional documents.

PG&E is proposing the following revision to Schedule E-SRG:

- Clarify that the Seller does not have termination rights under the contract.

Finally, PG&E is proposing the following changes to update Schedule E-SRG and Schedule E-PWF tariffs:

¹ As defined in D.01-03-073 or the California Solar Initiative, as defined in D.06-01-024.

- PG&E's proposed Wholesale Distribution Tariff ("WDT") Interconnection Reform will combine the Small and Large Generator Interconnection Procedures and replace it with the Generator Interconnection Procedures ("GIP"). PG&E filed its WDT Interconnection Reform with FERC on March 2, 2011 and requested it be effective March 3, 2011. FERC is expected to approve May 2, 2011. If FERC does not approve PG&E's WDT Interconnection Reform, then the changes PG&E has proposed to the E-SRG and E-PWF tariffs and standard contracts related to WDT reform will not be implemented. Generators will continue to use the Small Generator Interconnection Procedures (20MW and less) and the Large Generator Interconnection Procedures (Greater than 20MW), approved by FERC for distribution service interconnections, effective August 27, 2006 and August 13, 2010 respectively. For transmission service interconnections, FERC has approved CAISO tariff revision in December of 2010.

Protests

Anyone wishing to protest this filing may do so by letter sent via U.S. mail, by facsimile or electronically, any of which must be received no later than **May 5, 2011** which is 20 days from the date of this filing. Protests should be mailed to:

CPUC Energy Division
Tariff Files, Room 4005
DMS Branch
505 Van Ness Avenue
San Francisco, California 94102

Facsimile: (415) 703-2200
E-mail: jj@cpuc.ca.gov and mas@cpuc.ca.gov

Copies also should be mailed to the attention of the Director, Energy Division, Room 4004, at the address shown above. The protest also should be sent via U.S. Mail (and by facsimile and electronically, if possible) to PG&E at the address shown below on the same date it is mailed or delivered to the Commission:

Jane K. Yura
Vice President, Regulation and Rates
Pacific Gas and Electric Company
77 Beale Street, Mail Code B10B
P.O. Box 770000
San Francisco, California 94177

Facsimile: (415) 973-6520
E-mail: PGETariffs@pge.com

Effective Date

PG&E requests that this advice filing become effective **May 16, 2011**, which is 31² calendar days from the date of filing. PG&E submits this as a Tier 2 filing.

Notice

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically and via U.S. mail to parties shown on the attached list and the service list for R.08-08-009. Address changes to the General Order 96-B service list and all electronic approvals should be directed to e-mail PGETariffs@pge.com. For changes to any other service list, please contact the Commission's Process Office at (415) 703-2021 or at Process_Office@cpuc.ca.gov. Advice letter filings can also be accessed electronically at <http://www.pge.com/tariffs/>.

Handwritten signature of Jane Yura in cursive, with initials 'JY' at the end.

Vice President – Regulation and Rates

cc: Service List for R.08-08-009
Jaclyn Marks, Energy Division

Attachments:

Attachment 1 – Revised tariffs and standard form contracts

Attachment A - Matrix identifying the proposed modifications and the basis for the modifications.

Attachment B – Red-line of the E-PWF tariff

Attachment C – Red-line of standard contract 79-1102

Attachment D – Redline of the E-SRG tariff

Attachment E – Redline of standard contract 79-1103

² As 30 days falls on a Sunday.

CALIFORNIA PUBLIC UTILITIES COMMISSION

ADVICE LETTER FILING SUMMARY ENERGY UTILITY

MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No. **Pacific Gas and Electric Company (ID U39 M)**

Utility type:

ELC GAS
 PLC HEAT WATER

Contact Person: Greg Backens

Phone #: 415-973-4390

E-mail: gab4@pge.com

EXPLANATION OF UTILITY TYPE

ELC = Electric GAS = Gas
PLC = Pipeline HEAT = Heat WATER = Water

(Date Filed/ Received Stamp by CPUC)

Advice Letter (AL) #: **3830-E**

Tier: 2

Subject of AL: **Revisions to the Tariffs and Standard Contracts for the Purchase of Eligible Renewable Generation from Public Water and Wastewater Facilities and Small Renewable Generators**

Keywords (choose from CPUC listing): Customer Owned Generation, Contracts

AL filing type: Monthly Quarterly Annual One-Time Other _____

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #: N/A

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: N/A

Summarize differences between the AL and the prior withdrawn or rejected AL: N/A

Is AL requesting confidential treatment? If so, what information is the utility seeking confidential treatment for: No

Confidential information will be made available to those who have executed a nondisclosure agreement: N/A

Name(s) and contact information of the person(s) who will provide the nondisclosure agreement and access to the confidential information: N/A

Resolution Required? Yes No

Requested effective date: **May 16, 2011**

No. of tariff sheets: 9

Estimated system annual revenue effect (%): N/A

Estimated system average rate effect (%): N/A

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected: Schedule E-PWF, Schedule E-SRG, Form 79-1102 - Section 399.20 Power Purchase Agreement, Form 79-1103 - Small Renewable Generator Power Purchase Agreement

Service affected and changes proposed:

Protests, dispositions, and all other correspondence regarding this AL are due no later than 20 days after the date of this filing, unless otherwise authorized by the Commission, and shall be sent to:

CPUC, Energy Division

Tariff Files, Room 4005

DMS Branch

505 Van Ness Ave., San Francisco, CA 94102

jnj@cpuc.ca.gov and mas@cpuc.ca.gov

Pacific Gas and Electric Company

Attn: Jane Yura, Vice President, Regulation and Rates

77 Beale Street, Mail Code B10B

P.O. Box 770000

San Francisco, CA 94177

E-mail: PGETariffs@pge.com

**ATTACHMENT 1
Advice 3830-E**

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
30263-E	ELECTRIC SCHEDULE E-PWF SECTION 399.20 PPA Sheet 1	28026-E
30264-E	ELECTRIC SCHEDULE E-PWF SECTION 399.20 PPA Sheet 2	28027-E
30265-E	ELECTRIC SCHEDULE E-SRG SMALL RENEWABLE GENERATOR PPA Sheet 1	28029-E
30266-E	ELECTRIC SCHEDULE E-SRG SMALL RENEWABLE GENERATOR PPA Sheet 2	28030-E
30267-E	Electric Sample Form No. 79-1102 Section 399.20 Power Purchase Agreement	28702-E
30268-E	Electric Sample Form No. 79-1103 Small Renewable Generator PPA	28703-E
30269-E	ELECTRIC TABLE OF CONTENTS Sheet 1	29948-E
30270-E	ELECTRIC TABLE OF CONTENTS RATE SCHEDULES Sheet 4	30064-E
30271-E	ELECTRIC TABLE OF CONTENTS SAMPLE FORMS Sheet 30	29918-E



ELECTRIC SCHEDULE E-PWF
SECTION 399.20 PPA

Sheet 1

APPLICABILITY: This Schedule is optional for customers who meet the definition of an Eligible Public Water Facility or Eligible Public Wastewater Facility and own an Eligible Renewable Energy Resource as defined in the Special Conditions section of this Schedule, with a total Effective Capacity of not more than 1.5 megawatts. (D,T)

Service under this Schedule is on a first-come-first-served basis and shall be closed to new customers once the combined rated generating capacity of Eligible Renewable Energy Resource within PG&E's service territory reaches 104.603 megawatts, as set forth in D. 07-07-027, effective July 26, 2007.

An electric generation facility must meet the criteria listed in Public Utilities Code section 399.20(b) as follows:

- (1) Has an Effective Capacity of not more than 1.5 megawatts and is located on property owned or under the control of the customer. (T)
- (2) Is interconnected and operates in parallel with the electric transmission and distribution grid.
- (3) Is strategically located and interconnected to the electric transmission or distribution system in a manner that optimizes the deliverability of electricity generated at the facility to load centers. (N)
- (4) Is an Eligible Renewable Energy Resource as defined in Section 399.12 and California Public Resources Code Section 2574.1 as either code provision may be amended or supplemented from time to time. (T,N)
(N)
(N)

TERRITORY: The entire territory served.

RATES: The customer's otherwise applicable tariff schedule (OAS) shall apply except as follows:

 PG&E shall purchase the output produced by an Eligible Renewable Energy Resource at the price and pursuant to the terms set forth in Section 2.4 of the Section 399.20 Power Purchase Agreement at the applicable Market-Price-Referent (MPR) in the table in Section 6 of this Schedule from the date the Eligible Renewable Energy Resource begins actual commercial operation. (T)

- 1. **Required Contract:** Section 399.20 Power Purchase Agreement that the customer has submitted to PG&E and that both the customer and PG&E have signed is required prior to receiving service under this Schedule.
- 2. **Participation in other PG&E Programs:** As set forth in Decision 07-07-027, customers taking service under this Schedule may not obtain benefits from both this Schedule and the Self-Generation Incentive Program, net energy metering programs, the California Solar Initiative, or other similar programs

(Continued)



ELECTRIC SCHEDULE E-PWF
SECTION 399.20 PPA

Sheet 2

SPECIAL
 CONDITIONS:
 (cont'd)

3. Definitions: The following definitions are applicable to service provided under this Schedule.
 - a. Eligible Public Wastewater Facility - Any facility owned by a state, local, or federal agency and used in the treatment or reclamation of sewage and industrial wastes, and located on property owned or under the control of the public water or wastewater agency.
 - b. Eligible Public Water Facility – Any facility owned by a state, local or federal agency that develops, stores, distributes or supplies water and located on property owned or under the control of the public water or wastewater agency.
 - c. Eligible Renewable Energy Resource – An electric generating facility as defined in Public Utilities Code Section 399.12 and California Public Resources Code Section 25741, as either code provision may be amended or supplemented from time to time.
 - d. Effective Capacity –The Effective Capacity will be net of any Station use, or in the case of solar, it will be net of any inverter losses. The Effective Capacity will not exceed 1.5 megawatts. The term “Nameplate” defined in Section 2.1.4 of the Section 399.20 Power Purchase Agreement has the same meaning as the term “Effective Capacity” used in this Schedule. (D,N)
 |
 |
 |
 (D,N)
 - e. Station Use – Energy consumed within the Facility’s electric energy distribution system as losses, as well as energy used to operate the Facility’s auxiliary equipment. The auxiliary equipment may include, but is not limited to, forced and induced draft fans, cooling towers, boiler feeds pumps, lubricating oil systems, plant lighting, fuel handling systems, control systems, and sump pumps. (N)
 |
 |
 |
 |
 (N)
4. Electrical interconnection to support this Schedule shall be accomplished using PG&E’s Wholesale Distribution Tariff Attachment I for distribution voltage interconnection and CAISO’s Tariff Appendix Y (effective December 19, 2010) for transmission voltage interconnections. As part of the electrical interconnection process, the customer, PG&E, and the CAISO (if transmission) will execute a FERC- approved Small Generator Interconnection Agreement (“SGIA”). Service under this Schedule is not available to customers interconnecting to PG&E’s Secondary Network. (T)
 (D,N)
 |
 |
 (D,N)
 (T)
 (N)
 (N)
5. Metering Requirements: The customer shall comply with all applicable rules in installing a meter appropriate for deliveries pursuant to the Full Buy/Sell or Excess Sale arrangement selected in Section 2.2 of the Section 399.20 Power Purchase Agreement, which can be electronically read daily by: (a) a telephone and modem; (b) an analog or digital phone connection; or (c) an internet portal address for PG&E’s Energy Data Services (“EDS”). The customer shall be responsible for procuring and maintaining the communication link to electronically retrieve this metering data. (T)
 (T)
 (T)

(Continued)



ELECTRIC SCHEDULE E-SRG
SMALL RENEWABLE GENERATOR PPA

Sheet 1

APPLICABILITY: This Schedule is optional for customers who meet the definition of an Eligible Renewable Energy Resource as defined in the Special Conditions section of this Schedule, with a total Effective Capacity of not more than 1.5 megawatts. (D,T)

Service under this Schedule is on a first-come-first-served basis and shall be closed to new customers once the combined rated generating capacity of Eligible Renewable Energy Resource within PG&E's service territory reaches 104.603 megawatts, as set forth in D. 07-07-027, effective July 26, 2007. Service under this Schedule is not available to customers who either: (1) currently have a power purchase arrangement with PG&E for deliveries from the same facility; or (2) previously had a power purchase arrangement with PG&E, for deliveries from the same facility that was terminated during the three (3) years immediately prior to the date of signing a Small Renewable Generator PPA, unless PG&E otherwise agrees in its sole discretion. (D,N)

An electric generation facility must meet the criteria listed in Public Utilities Code section 399.20(b) as follows:

(1) Has an Effective Capacity of not more than 1.5 megawatts and is located on property owned or under the control of the customer. (T)

(2) Is interconnected and operates in parallel with the electric transmission and distribution grid.

(3) Is strategically located and interconnected to the electric transmission or distribution system in a manner that optimizes the deliverability of electricity generated at the facility to load centers. (N)

(4) Is an Eligible Renewable Energy Resource, as defined in Section 399.12 and California Public Resources Code Section 2574.1, as either code provision may be amended from time to time. (T,N)
 (N)
 (N)

TERRITORY: The entire territory served.

RATES: The customer's otherwise applicable tariff schedule (OAS) shall apply except as follows:
 PG&E shall purchase the output produced by an Eligible Renewable Energy Resource pursuant to the terms set forth in Section 2.4 of the Small Renewable Power Purchase Agreement at the applicable Market-Price-Referent (MPR) in the table in Section 6 of this Schedule from the date the Eligible Renewable Energy Resource begins actual commercial operation. (T)

- SPECIAL CONDITIONS:**
1. **Required Contract:** A Small Renewable Power Purchase Agreement that the customer has submitted to PG&E and that both the customer and PG&E have signed is required prior to receiving service under this Schedule.
 2. **Participation in other PG&E Programs:** As set forth in Decision 07-07-027, customers taking service under this Schedule may not obtain benefits from both this Schedule and the Self-Generation Incentive Program, net energy metering programs, the California Solar Initiative, or other similar programs.

(Continued)



ELECTRIC SCHEDULE E-SRG
SMALL RENEWABLE GENERATOR PPA

Sheet 2

SPECIAL
 CONDITIONS:
 (cont'd)

- 3. Definitions: The following definitions are applicable to service provided under this Schedule.
 - a. Eligible Renewable Energy Resource – An electric generating facility as defined in Public Utilities Code Section 399.12 and California Public Resources Code Section 25741, as either code provision may be amended or supplemented from time to time.
 - b. Effective Capacity – The Effective Capacity will be net of any Station Use, or in the case of solar, it will be net of any inverter losses. The Effective Capacity will not exceed 1.5 megawatts. The term “Nameplate” defined in Section 2.1.4 of the Small Renewable Power Purchase Agreement has the same meaning as the term “Effective Capacity” used in this Schedule. (D,N)
|
|
|
(D,N)
 - c. Station Use – Energy consumed within the Facility’s electric energy distribution system as losses, as well as energy used to operate the Facility’s auxiliary equipment. The auxiliary equipment may include, but is not limited to, forced and induced draft fans, cooling towers, boiler feeds pumps, lubricating oil systems, plant lighting, fuel handling systems, control systems, and sump pumps. (N)
|
|
|
|
(N)
- 4. Electrical interconnection to support this Schedule shall be accomplished using PG&E’s Wholesale Distribution Tariff Attachment I for distribution voltage interconnection and CAISO’s Tariff Appendix Y (effective December 19, 2010) for transmission voltage interconnections. As part of the electrical interconnection process, the customer, PG&E, and the CAISO (if transmission) will execute a FERC- approved Small Generator Interconnection Agreement (“SGIA”). Service under this Schedule is not available to customers interconnecting to PG&E’s Secondary Network. (T)
(D,N)
|
|
(D,N)
(T,N)
(N)
(N)
- 5. Metering Requirements: The customer shall comply with all applicable rules in installing a meter appropriate for deliveries pursuant to the Full Buy/Sell or Excess Sale arrangement selected in Section 2.2 of the Small Renewable Power Purchase Agreement, which can be electronically read daily by: (a) a telephone and modem; (b) an analog or digital phone connection; or (c) an internet portal address for PG&E’s Energy Data Services (“EDS”). The customer shall be responsible for procuring and maintaining the communication link to electronically retrieve this metering data. (T)
(T,N)

(Continued)



Electric Sample Form No. 79-1102
Section 399.20 Power Purchase Agreement

Please Refer to Attached
Sample Form

SECTION 399.20
POWER PURCHASE AGREEMENT
BETWEEN

_____ **AND**
PACIFIC GAS AND ELECTRIC COMPANY

PACIFIC GAS AND ELECTRIC COMPANY, a California Corporation (“PG&E” or “Buyer”), and _____ (“Seller”) hereby enter into this Power Purchase Agreement (“Agreement”). Seller and PG&E are sometimes referred to in this Agreement jointly as “Parties” or individually as “Party.” In consideration of the mutual promises and obligations stated in this Agreement and its appendices, the Parties agree as follows:

1. **DOCUMENTS INCLUDED; DEFINED TERMS**

This Agreement includes the following appendices, which are specifically incorporated herein and made a part of this Agreement.

Appendix A- Definitions

Appendix B- Initial Energy Delivery Date Confirmation Letter

Appendix C- Time of Delivery (“TOD”) Periods and Factors

Appendix D- Counterparty Notification Requirements for Outage and Generation Schedule Changes

Appendix E- Description of the Facility

2. **SELLER’S GENERATING FACILITY, PURCHASE PRICES AND PAYMENT**

2.1 **Facility.** This Agreement governs PG&E’s purchase of the Product from the electrical generating facility (hereinafter referred to as the “Facility” or “Unit” or “Project”) as described in this Section.

2.1.1 The Facility is located at:

_____ County, California.

2.1.2 The Facility is named _____.

2.1.3 The Facility's primary fuel is _____ [i.e. biogas, hydro, etc.].

2.1.4 The Facility has a Nameplate of ____ kilowatts ("kW"), at unity power factor at 60 degrees Fahrenheit at sea level and has a primary voltage level of ____ kilovolts ("kV"). Seller shall not modify the Facility to increase the Nameplate without the prior written consent of PG&E. The Nameplate will be net of any Station Use, or in the case of solar it will be net of any inverter losses. The Nameplate will not exceed 1,500 kW.

2.1.5 The Facility is connected to the PG&E electric system at _____ kV.

2.1.6 If not already capable of delivering energy on the Execution Date, the Facility's scheduled Commercial Operation Date is _____.

2.1.7 A description of the Facility, including a summary of its significant components, a drawing showing the general arrangements of the Facility, and a single line diagram illustrating the interconnection of the Facility and loads with PG&E's electric distribution or transmission system, is attached and incorporated herein as Appendix E.

2.1.8 The name and address PG&E uses to locate the electric service account(s) and premises used to interconnect the Facility with PG&E's distribution systems is:

2.2 Transaction. During the Delivery Term of this Agreement, as provided in Section 2.3, Seller shall sell and deliver, or cause to be delivered, and PG&E shall purchase and receive, or cause to be received, the Product from the Facility, up to 1500 kW, at the Delivery Point, as defined pursuant to Section 5.1, pursuant to Seller's election of a (check one) full buy/sell or excess sale arrangement as described in paragraphs 2.2.1 and 2.2.2 below. PG&E shall pay Seller the Contract Price, set forth in Section 2.4, in accordance with the terms hereof. In no event shall Seller have the right to procure the Product from sources other than the Facility for sale or delivery to PG&E under this Agreement or substitute such Product. PG&E shall have no obligation to receive or purchase the Product from Seller prior to the Initial Energy Delivery Date, as defined in Section 2.3, or after the end of the Delivery Term, as defined in Section 2.3. The Parties agree that the execution and performance of the Parties under this Agreement shall satisfy PG&E's obligations, if any, under the Public Utility Regulatory Policies Act and its implementing regulations, i.e., 18 C.F.R. §§ 292.303.

2.2.1 Full Buy/Sell. Seller agrees to sell to PG&E the Facility’s gross output in kilowatt-hours, net of Station Use and transformation and transmission losses to the Delivery Point into the PG&E system, together with all Green Attributes and Resource Adequacy Benefits. Seller shall purchase all energy required to serve the Facility’s on-site load, net of station use, from PG&E pursuant to PG&E’s applicable retail rate schedule.

2.2.2 Excess Sale. Seller agrees to sell to PG&E the Facility’s gross output in kilowatt-hours, net of Station Use and any on-site use by Seller and transformation and transmission losses to the Delivery Point into the PG&E system. Seller agrees to convey to PG&E all Green Attributes and Resource Adequacy Benefits associated with the energy sold to PG&E.

2.3 Delivery Term. The Seller shall deliver the Product from the Facility to PG&E for a period of (check one) ten (10), fifteen (15), or twenty (20) Contract Years (“Delivery Term”), which shall commence on the first date on which energy is delivered from the Facility to PG&E (“Initial Energy Delivery Date”) under this Agreement and continue until the end of the last Contract Year unless terminated by the terms of this Agreement. The Initial Energy Delivery Date shall occur only when all of the following conditions have been satisfied:

(i) the Commercial Operation Date has occurred, if the Facility was not in operation prior to the Execution Date of this Agreement;

(ii) the Facility’s status as an Eligible Renewable Energy Resource, is demonstrated by Seller’s receipt of certification from the CEC and is registered in WREGIS; and

(iii) as evidence of the Initial Energy Delivery Date, the Parties shall execute and exchange the “Initial Energy Delivery Date Confirmation Letter” attached hereto as Appendix B on the Initial Energy Delivery Date.

2.4 Contract Price. Once both Parties have executed this Agreement PG&E shall pay Seller for each kilowatt hour (“kWh”) of the Product delivered to PG&E during each Contract Year for the Delivery Term at the applicable Market Price Referent specified below for the Facility’s actual Commercial Operation Date. Payment shall be adjusted by the appropriate Time of Delivery (“TOD”) factor listed in Appendix C.

Adopted 2009 Market Price Referents¹ (Nominal - dollars/kWh)			
Resource Type	10-Year	15-Year	20-Year
2010 Baseload MPR	0.08448	0.09066	0.09674
2011 Baseload MPR	0.08843	0.09465	0.10098
2012 Baseload MPR	0.09208	0.09852	0.10507

¹ Note: Using 2010 as the base year, Staff calculates MPRs for 2010-2021 that reflect different project online dates. Link to 2009 MPR Model: <http://www.cpuc.ca.gov/PUC/energy/Renewables/mpr>

2013 Baseload MPR	0.09543	0.10223	0.10898
2014 Baseload MPR	0.09872	0.10593	0.11286
2015 Baseload MPR	0.10168	0.10944	0.11647
2016 Baseload MPR	0.10488	0.11313	0.12020
2017 Baseload MPR	0.10834	0.11695	0.12404
2018 Baseload MPR	0.11204	0.12090	0.12800
2019 Baseload MPR	0.11598	0.12499	0.13209
2020 Baseload MPR	0.12018	0.12922	0.13630
2021 Baseload MPR	0.12465	0.13359	0.14064

2.5 Billing. PG&E shall pay Seller by check or Automated Clearing House transfer within approximately 30 days of the meter reading date if the value of the purchased Product in a month is at least fifty dollars (\$50); if less, PG&E may pay Seller quarterly. PG&E shall have the right, but not the obligation, to read the Facility’s meter on a daily basis.

2.6 Title and Risk of Loss. Title to and risk of loss related to Product from the Facility shall transfer from Seller to PG&E at the Delivery Point. Seller warrants that it will deliver to PG&E the Product from the Facility free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any person arising prior to the Delivery Point.

2.7 No Additional Incentives. Seller agrees that during the Term of this Agreement, Seller shall not seek additional compensation or other benefits pursuant to the Self-Generation Incentive Program, as defined in CPUC Decision (“D.”) 01-03-073, the California Solar Initiative, as defined in CPUC D.06-01-024, PG&E’s net energy metering tariff, or other similar California ratepayer subsidized program relating to energy production with respect to the Facility.

2.8 Private Energy Producer. Seller agrees to provide to Buyer copies of each of the documents identified in PUC Section 2821(d)(1), if applicable, as may be amended from time to time, as evidence of Seller’s compliance with such PUC section. Such documentation shall be provided to Buyer within thirty (30) days of Seller’s receipt of written request therefor.

3. GREEN ATTRIBUTES; RESOURCE ADEQUACY BENEFITS; EIRP REQUIREMENTS; ERR REQUIREMENTS

3.1 Green Attributes. Seller hereby provides and conveys all Green Attributes associated with all electricity generation from the Project to Buyer as part of the Product being delivered. Seller represents and warrants that Seller holds the rights to all Green Attributes from the Project, and Seller agrees to convey and hereby conveys all such Green Attributes to Buyer as included in the delivery of the Product from the Project.

3.2 WREGIS. Prior to the Initial Energy Delivery Date, Seller shall register the Facility in WREGIS and take all other actions necessary to ensure that the energy produced from the Facility is tracked for purposes of satisfying the California Renewables Portfolio Standard requirements, as may be amended or supplemented by the CPUC or CEC from time to time. Seller warrants that it shall take all necessary steps to ensure the Renewable Energy Credits transferred to Buyer under this Agreement are tracked in WREGIS and transferred in a timely manner to Buyer through WREGIS for purposes of satisfying Buyer's California Renewables Portfolio Standard Requirements, as may be amended or supplemented by the CPUC or CEC from time to time.

3.2.1 A "WREGIS Certificate Deficit" means any deficit or shortfall in WREGIS Certificates delivered to Buyer for a calendar month as compared to the metered energy for the same calendar month ("Deficient Month"). If any WREGIS Certificate Deficit is caused, or the result of any action or inaction, by Seller, then the amount of the Product in the Deficient Month shall be reduced by the amount of the WREGIS Certificate Deficit for the purposes of calculating Buyer's payment(s) to Seller. Any amount owed by Seller to Buyer because of a WREGIS Certificate Deficit shall be made as an adjustment to Seller's next monthly invoice to Buyer, and Buyer shall net such amount against Buyer's subsequent payment(s) to Seller.

3.2.2 Seller warrants that all necessary steps to allow the Renewable Energy Credits transferred to Buyer to be tracked in the Western Renewable Energy Generation Information System will be taken prior to the first delivery under the contract.

3.3 Resource Adequacy Benefits. In accordance with PUC Section 399.20(g), Seller conveys to PG&E all Resource Adequacy Benefits attributable to the physical generating capacity of Seller's Facility to enable PG&E to count such capacity towards PG&E's resource adequacy requirement for purposes of PUC Section 380. Seller shall take all reasonable actions and execute documents and instructions necessary to enable Buyer to secure Resource Adequacy Benefits; Seller shall comply with all applicable reporting requirements.

3.4 Eligible Renewable Resource. Seller will use commercially reasonable efforts to achieve and maintain status as an Eligible Renewable Energy Resource or ERR per the meaning set forth in California Public Utilities Code Section 399.12 and California Public Resources Code Section 25741, as either code provision is amended or supplemented from time to time.

[The following Section 3.5 Eligible Intermittent Resources Protocol (EIRP) Requirements applies only to Facilities greater than 1.0 MWs]

3.5 Eligible Intermittent Resources Protocol (EIRP) Requirements. Seller shall provide Buyer with a copy of the notice from CAISO certifying the Project as a Participating Intermittent Resource as soon as practicable after Seller's receipt of such notice of certification. Following such certification (i) Seller at its sole cost shall participate

in and comply with EIRP and all additional protocols issued by the CAISO relating to Participating Intermittent Resources (as defined in the CAISO Tariff), and (ii) Buyer in its limited capacity as Seller's Scheduling Coordinator shall facilitate communication with the CAISO and provide other administrative materials to CAISO as necessary to satisfy Seller's obligations as Seller's Scheduling Coordinator and to the extent such actions are at de minimis cost to Buyer.

4. REPRESENTATION AND WARRANTIES; COVENANTS

4.1 Representations and Warranties. On the Execution Date, each Party represents and warrants to the other Party that:

4.1.1 it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;

4.1.2 the execution, delivery and performance of this Agreement is 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;

4.1.3 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;

4.1.4 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;

4.1.5 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; and

4.1.6 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 other Party in so doing, and is capable of assessing the merits of, and understands and accepts, the terms, conditions and risks of this Agreement.

4.2 General Covenants. Each Party covenants that throughout the Term of this Agreement:

4.2.1 it shall continue to be duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;

4.2.2 it shall maintain (or obtain from time to time as required, including through renewal, as applicable) all regulatory authorizations necessary for it to legally perform its obligations under this Agreement; and

4.2.3 it shall perform its obligations under this Agreement in a manner that does 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.

4.3 Seller Representation and Warranty and Covenant.

4.3.1 Representation and Warranty. In addition to the representations and warranties specified in Section 4.1, Seller makes the following additional representations and warranties as of the Execution Date:

(a) Seller's Facility is (check one) a facility owned by a state, local, or federal agency and used in the treatment or reclamation of sewage and industrial wastes; or a facility owned by a state, local, or federal agency that develops, stores, distributes or supplies water.

(b) Facility has not received an incentive under the Self-Generation Incentive Program, as defined in CPUC D.01-03-073, the California Solar Initiative, as defined in CPUC D.06-01-024, or PG&E's net energy metering tariff.

(c) Seller's execution of this Agreement will not violate PUC Section 2821(d)(1) if applicable.

(d) Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that: (i) the Project qualifies and is certified by the CEC as an Eligible Renewable Energy Resource ("ERR") as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Project's output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law.

(e) Seller and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement the Renewable Energy Credits transferred to Buyer conform to the definition and attributes required for compliance with the California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law.

4.3.2 Covenant. Seller hereby covenants that throughout the Term of the Agreement, the Facility is, or will qualify prior to the Initial Energy Delivery Date, as an

ERR, specifically, Seller and, if applicable, its successors, represents and warrants throughout the term of the Delivery Term of each Transaction entered into under this Agreement that: (a) the Unit(s) qualifies and is certified by the CEC as an Eligible Renewable Energy Resource; and (b) the Unit(s) output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law.

5. GENERAL CONDITIONS

5.1 Facility Care, Interconnection and Transmission Service. If PG&E does not deem Seller's existing interconnection service, equipment and agreement satisfactory for the delivery of energy under this Agreement, Seller shall execute a Small Generator Interconnection Agreement with PG&E's Generation Interconnection Services Department and pay and be responsible for designing, installing, operating, and maintaining the Facility in accordance with all applicable laws and regulations and shall comply with all applicable PG&E, CAISO, CPUC and FERC tariff provisions, including applicable interconnection and metering requirements. Seller shall also comply with any modifications, amendments or additions to the applicable tariff and protocols. During the Delivery Term, Seller shall arrange and pay independently for any and all necessary costs under any interconnection agreement with PG&E. To make deliveries to PG&E, Seller must maintain an interconnection agreement with PG&E in full force and effect.

5.2 Metering Requirements. Seller shall comply with all applicable rules in installing a meter appropriate for deliveries pursuant to the Full Buy/Sell or Excess Sale arrangement selected in paragraph 2.2, above, which can be electronically read daily by: (a) a telephone and modem; (b) an analog or digital phone connection; or (c) an internet portal address for PG&E's Energy Data Services ("EDS"). Seller shall be responsible for procuring and maintaining the communication link to electronically retrieve this metering data.

5.3 Standard of Care. Seller shall: (a) maintain and operate the Facility and Interconnection Facilities, except facilities installed by PG&E, in conformance with all applicable laws and regulations and in accordance with Good Utility Practices, as defined by PG&E's Wholesale Distribution Tariff and the CAISO Tariff, as they may be amended, supplemented or replaced (in whole or in part) from time to time; (b) obtain any governmental authorizations and permits required for the construction and operation thereof; and (c) generate, schedule and perform transmission services in compliance with all applicable operating policies, criteria, rules, guidelines and tariffs and Good Utility Practices, as provided in clause (a) above. Seller shall reimburse PG&E for any and all losses, damages, claims, penalties, or liability PG&E incurs as a result of Seller's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of the Facility throughout the Term of this Agreement.

5.4 Access Rights. PG&E, its authorized agents, employees and inspectors shall have the right to inspect the Facility on reasonable advance notice during normal business hours and for any purposes reasonably connected with this Agreement or the exercise of any and all rights secured to PG&E by law, or its tariff schedules, PG&E Interconnection Handbook and rules on file with the CPUC. PG&E shall make reasonable efforts to coordinate its emergency activities with the Safety and Security Departments, if any, of the Facility operator. Seller shall keep PG&E advised of current procedures for communicating with the Facility operator's Safety and Security Departments.

5.5 Protection of Property. Each Party shall be responsible for protecting its own facilities from possible damage resulting from electrical disturbances or faults caused by the operation, faulty operation, or non-operation of the other Party's facilities and such other Party shall not be liable for any such damages so caused.

5.6 PG&E Performance Excuse; Seller Curtailment.

5.6.1 PG&E Performance Excuse. PG&E shall not be obligated to accept or pay for the Product from the Facility during a Dispatch Down Period, or Force Majeure, as defined in Appendix A.

5.6.2 Seller Curtailment. PG&E may require Seller to interrupt or reduce deliveries of energy: (a) when necessary to construct, install, maintain, repair, replace, remove, or investigate any of its equipment or part of PG&E's transmission system or distribution system or facilities; or (b) if PG&E or the CAISO determines that curtailment, interruption, or reduction is necessary because of a System Emergency, as defined in the CAISO Tariff, Forced Outage, Force Majeure as defined in Appendix A, or compliance with Good Utility Practice, as such term is defined in the CAISO Tariff.

5.7 Notices of Outages. Whenever possible, PG&E shall give Seller reasonable notice of the possibility that interruption or reduction of deliveries may be required.

5.8 Greenhouse Gas Emissions: During the Term, Seller acknowledges that a Governmental Authority may require Buyer to take certain actions with respect to greenhouse gas emissions *attributable to the generation of Energy*, including, but not limited to, reporting, registering, tracking, allocating for or accounting for such emissions. Promptly following Buyer's written request, Seller agrees to take all commercially reasonable actions and execute or provide any and all documents, information or instruments *with respect to generation by the Project* reasonably necessary to permit Buyer to comply with such requirements, if any.

6. INDEMNITY

Each Party as indemnitor shall save harmless and indemnify the other Party and the directors, officers, and employees of such other Party against and from any and all loss and liability for injuries to persons including employees of either Party, and damages, including

property of either Party, resulting from or arising out of: (a) the engineering, design, construction, maintenance, or operation of; or (b) the installation of replacements, additions, or betterments to the indemnitor's facilities. This indemnity and save harmless provision shall apply notwithstanding the active or passive negligence of the indemnitee. Neither Party shall be indemnified for liability or loss, resulting from its sole negligence or willful misconduct. The indemnitor shall, on the other Party's request, defend any suit asserting a claim covered by this indemnity and shall pay all costs, including reasonable attorney fees that may be incurred by the other Party in enforcing this indemnity.

7. LIMITATION OF DAMAGES

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED UNLESS EXPRESSLY HEREIN PROVIDED. NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. UNLESS EXPRESSLY HEREIN PROVIDED, AND SUBJECT TO THE PROVISIONS OF SECTION 6 (INDEMNITY), IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE.

8. NOTICES

Notices shall, unless otherwise specified herein, be in writing and may be delivered by hand delivery, United States mail, overnight courier service, facsimile or electronic messaging (e-mail). 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. A notice sent by facsimile transmission or 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 unless it confirms a prior oral communication, in which case any such notice shall be deemed received on the day sent. A Party may change its addresses by providing notice of same in accordance with this provision. All written notices shall be directed as follows:

TO PG&E: Pacific Gas and Electric Company
Attention: Manager, Contract Management
245 Market Street, Mail Code N12E
San Francisco, CA 94177-0001

TO SELLER: _____

9. INSURANCE

9.1 General Liability Coverage.

9.1.1 Seller shall maintain during the performance hereof, General Liability Insurance² of not less than \$1,000,000 if the Facility's Nameplate is over 100 kW, \$500,000 if the Facility's Nameplate is over 20 kW to 100kW or \$100,000 if the Facility' Nameplate is 20 kW or below of combined single limit or equivalent for bodily injury, personal injury, and property damage as the result of any one occurrence.

9.1.2 General Liability Insurance shall include coverage for Premises-Operations, Owners and Contractors Protective, Products/Completed Operations Hazard, Explosion, Collapse, Underground, Contractual Liability, and Broad Form Property Damage including Completed Operations.

9.1.3 Such insurance shall provide for thirty (30) days written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.

9.2 Additional Insurance Provisions.

9.2.1 Evidence of coverage described above in Paragraph 9.1 shall state that coverage provided in primary and is not excess to or contributing with any insurance or self-insurance maintained by PG&E.

9.2.2 PG&E shall have the right to inspect or obtain a copy of the original policy(ies) of insurance.

9.2.3 Seller shall furnish the required certificates and endorsements to PG&E prior to commencing operation.

² Governmental agencies which have an established record of self-insurance may provide the required coverage through self-insurance.

9.2.4 All insurance certificates, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to the following:

Pacific Gas and Electric Company
Attention: Manager, Insurance Department
77 Beale Street, Room E280
San Francisco, CA 94105

10. TERM, DEFAULT, TERMINATION EVENT AND TERMINATION

10.1 Term. The term of this Agreement shall commence upon the later of: (i) execution by the duly authorized representatives of each of PG&E and Seller; or (ii) when PG&E notifies Seller that PG&E can accommodate Seller's Facility in PG&E's proportionate share of the statewide cumulative total of 250 MW as specified in PUC Section 399.20(e), and shall remain in effect until the conclusion of the Delivery Term or unless terminated sooner pursuant to Section 10.3 of this Agreement (the "Term"). All indemnity rights shall survive the termination of this Agreement for twelve (12) months.

10.2 Termination Event. Buyer shall be entitled to terminate the Agreement upon the occurrence of any of the following, each of which is a "Termination Event":

(a) The Facility has not achieved Commercial Operation within eighteen (18) months of the Execution Date of this Agreement;

(b) Seller has not sold or delivered the Product from the Facility to PG&E for a period of twelve (12) consecutive months;

(c) Seller breaches its covenant to maintain its status as an ERR as set forth in Section 4.3.2. of the Agreement.

10.3 Termination.

10.3.1 Declaration of a Termination Event. If a Termination Event has occurred and is continuing, Buyer shall have the right to: (a) send notice, designating a day, no earlier than five days after such notice is deemed to be received (as provided in Section 8) and no later than 20 days after such notice is deemed to be received (as provided in Section 8), as an early termination date of this Agreement ("Early Termination Date") unless Seller has timely communicated with Buyer and the Parties have agreed to resolve the circumstances giving rise to the termination Event; (b) accelerate all amounts owing between the Parties; and (c) terminate this Agreement and end the Delivery Term effective as of the Early Termination Date.

10.3.2 Release of Liability for Termination Event. Upon termination of this Agreement pursuant to Section 10.3.1, neither Party shall be under any further obligation or subject to liability hereunder, except with respect to the indemnity provision in Section 6 hereof, which shall remain in effect for a period of 12 months following the Early Termination Date.

11. SCHEDULING

11.1 Scheduling Obligations. PG&E shall be Seller's designated Scheduling Coordinator (as defined by CAISO tariff). PG&E will schedule Seller's project using Prudent Utility Practices and Seller shall employ Prudent Utility Practices and exercise reasonable efforts to operate and maintain its project. All generation interconnection and scheduling services shall be performed in accordance with all applicable operating policies, criteria, guidelines and tariffs of the CAISO or its successor, and any other generally accepted operational requirements. Seller, at its own expense, shall be responsible for complying with all applicable contractual, metering and interconnection requirements. Seller shall promptly notify PG&E of significant (i.e., greater than 100 kW) changes to its energy schedules using PG&E's web site (see Appendix D). Seller will exercise reasonable efforts to comply with conditions that might arise if the CAISO modifies or amends its tariffs, standards, requirements, and/or protocols in the future.

11.2 CAISO Charges.

11.2.1 CAISO Charge Obligations. PG&E and Seller shall cooperate to minimize CAISO delivery imbalances and any resulting fees, liabilities, assessments or similar charges assessed by the CAISO ("CAISO Charges") to the extent possible, and shall each promptly notify the other as soon as possible of any material loss of system capability, deviation or imbalance that is occurring or has occurred. Seller shall reimburse PG&E for any CAISO Charges PG&E incurs as a result of Seller's loss of system capability, deviation or imbalance. Any such CAISO Charges reimbursable to PG&E shall be limited to the period until the commencement of the next settlement period following Seller's notification for which the delivery schedule can be adjusted. Notwithstanding anything to the contrary herein, in the event Seller makes a change to its schedule on the actual date and time of delivery for any reason (other than an adjustment imposed by CAISO) which results in differences between the project's actual generation and the scheduled generation (whether in part or in whole), Seller shall use reasonable efforts to notify PG&E. PG&E will make commercially reasonable efforts to accommodate Seller's changes and mitigate any imbalance penalties or charges levied for such changes.

11.2.2 CAISO Penalties. Seller shall be responsible for any "non-Performance Penalties" assessed to PG&E by the CAISO ("CAISO Penalties"), under the CAISO Tariff Enforcement Protocol, and not due to any fault of PG&E, which shall include, without limitation, any deviation, imbalance or uninstructed energy charges or penalties payable to the CAISO that are due to the fault of Seller. To the extent that Seller materially deviates from its energy schedules (other than an adjustment imposed by the CAISO, a

deviation due to any fault of PG&E, or an excused Seller failure to deliver, whether for reasons of Force Majeure or otherwise), and such departure results in CAISO Penalties being assessed to PG&E, such CAISO Penalties shall be passed on to Seller. Any such CAISO Penalties passed on to Seller shall be limited to the period until the commencement of the next settlement period following Seller's notification (as described above) for which the delivery schedule can be adjusted.

12. CONFIDENTIALITY

Seller authorizes PG&E to release to the California Energy Commission ("CEC") and/or the CPUC information regarding the Facility, including the Seller's name and location, and the size, location and operational characteristics of the Facility, the Term, the ERR type, the Initial Energy Delivery Date and the net power rating of the Facility, as requested from time to time pursuant to the CEC's or CPUC's rules and regulations.

13. ASSIGNMENT

Neither Party shall assign this Agreement or its rights hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, either Party may, without the consent of the other Party (and without relieving itself from liability hereunder), transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof to its financing providers and the financing provider(s) shall assume the payment and performance obligations provided under this Agreement with respect to the transferring Party provided, however, that in each such case, any such assignee shall agree in writing to be bound by the terms and conditions hereof and so long as the transferring Party delivers such tax and enforceability assurance as the non-transferring Party may reasonably request.

14. 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.

15. SEVERABILITY

If any provision in this Agreement is determined to be invalid, void or unenforceable by the CPUC or any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Agreement and the Parties shall use their best efforts to modify this Agreement to give effect to the original intention of the Parties.

16. 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 facsimile or PDF transmission will be deemed as effective as delivery of an originally executed counterpart. Each Party delivering an executed counterpart of this Agreement by facsimile or PDF transmission 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.

17. GENERAL

The CPUC has reviewed and approved this Agreement. No amendment to or modification of this Agreement shall be enforceable unless reduced to writing and executed by both parties. 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 term “including” when used in this Agreement shall be by way of example only and shall not be considered in any way to be in limitation. The headings used herein are for convenience and reference purposes only.

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed by its authorized representative as of the date of last signature provided below.

PACIFIC GAS AND ELECTRIC COMPANY

By: _____ Date: _____

Name: _____

Title: _____

SELLER

By: _____ Date: _____

Name: _____

Title: _____

Appendix A

DEFINITIONS

“Business Day” means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday during the hours of 8:00 a.m. and 5:00 p.m. local time for the relevant Party’s principal place of business where the relevant Party in each instance shall be the Party from whom the notice, payment or delivery is being sent.

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

“CAISO Tariff” means the CAISO FERC Electric Tariff, Third Replacement Volume No. 1, as amended from time to time.

“California Renewables Portfolio Standard” means the renewable energy program and policies established by Senate Bill 1038 and 1078, codified in California Public Utilities Code Sections 399.11 through 399.20 and California Public Resources Code Sections 25740 through 25751, as such provisions may be amended or supplemented from time to time.

“CEC” means the California Energy Commission or its successor agency.

“Commercial Operation Date” means the date on which the Facility is operating and is in compliance with applicable interconnection and system protection requirements, and able to produce and deliver energy to PG&E pursuant to the terms of this Agreement.

“Contract Year” means a period of twelve (12) consecutive months with the first Contract Year commencing on the first day of the month immediately following the Initial Energy Delivery Date and each subsequent Contract Year commencing on the anniversary of the Initial Energy Delivery Date.

“CPUC” means the California Public Utilities Commission, or successor entity.

“Delivery Point” means the point of interconnection to the PG&E distribution or transmission system.

“Dispatch Down Period” means: (a) curtailments ordered by the CAISO or PG&E as a result of a System Emergency, as defined in the CAISO Tariff; or (b) scheduled or unscheduled maintenance on PG&E’s transmission, distribution or interconnection facilities that prevents Buyer from receiving Delivered Energy at the Delivery Point. Notwithstanding the foregoing sentence, Buyer shall have the option in its sole discretion to curtail Seller’s energy deliveries up to 50 (fifty) hours each calendar year.

“Eligible Renewable Energy Resource” or “ERR” has the meaning set forth in Public Utilities Code Sections 399.12 and California Public Resources Code Section 25741, as either code provision may be amended or supplemented from time to time.

“Execution Date” means the latest signature date found at the end of the Agreement.

“FERC” means the Federal Energy Regulatory Commission or any successor government agency.

“Forced Outage” means any unplanned reduction or suspension of the electrical output from the Facility resulting in the unavailability of the Facility, in whole or in part, in response to a mechanical, electrical, or hydraulic control system trip or operator-initiated trip in response to an alarm or equipment malfunction and any other unavailability of the Facility for operation, in whole or in part, for maintenance or repair that is not a scheduled maintenance outage and not the result of Force Majeure.

“Force Majeure” means any event or circumstance which wholly or partly prevents or delays the performance of any material obligation arising under this Agreement, but only if and to the extent (i) such event is not within the reasonable control, directly or indirectly, of the Party seeking to have its performance obligation(s) excused thereby, (ii) the Party seeking to have its performance obligation(s) excused thereby has taken all reasonable precautions and measures to prevent or avoid such event or mitigate the effect of such event on such Party’s ability to perform its obligations under this Agreement and which by the exercise of due diligence such Party could not reasonably have been expected to avoid and which by the exercise of due diligence it has been unable to overcome, and (iii) such event is not the direct or indirect result of the negligence or the failure of, or caused by, the Party seeking to have its performance obligations excused thereby. Force Majeure shall not be based on: (i) PG&E’s inability economically to use or resell the energy or capacity purchased hereunder; (ii) Seller’s ability to sell the energy, capacity or other benefits produced by or associated with the Facility at a price greater than the price set forth in this Agreement, (iii) Seller’s inability to obtain approvals of any type for the construction, operation, or maintenance of the Facility; (iv) Seller’s inability to obtain sufficient fuel to operate the Facility, except if Seller’s inability to obtain sufficient fuel is caused by an event of Force Majeure of the specific type described in any of subsections (i) through (iv) of this definition of Force Majeure; (v) a Forced Outage except where such Forced Outage is caused by an event of Force Majeure of the specific type described in any of subsections (i) through (iv) of this definition of Force Majeure; (vi) a strike or labor dispute limited only to Seller, Seller’s affiliates, the Engineering, Procurement, and Construction Contractor or subcontractors thereof; or (vii) any equipment failure not caused by an event of Force Majeure of the specific type described in any of subsections (i) through (iv) of this definition of Force Majeure.

“Green Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Project, and its avoided emission of pollutants. Green Attributes include but are not limited to Renewable Energy Credits, as well as: (1) any avoided emission of pollutants to the air, soil or water such as sulfur oxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere;³ (3) the reporting rights to these

³ Avoided emissions may or may not have any value for GHG compliance purposes. Although avoided emissions are included in the list of Green Attributes, this inclusion does not create any right to use those avoided emissions to comply with any GHG regulatory program.

avoided emissions, such as Green Tag Reporting Rights. Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser's discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of Energy. Green Attributes do not include (i) any energy, capacity, reliability or other power attributes from the Project, (ii) production tax credits associated with the construction or operation of the Project and other financial incentives in the form of credits, reductions, or allowances associated with the project that are applicable to a state or federal income taxation obligation, (iii) fuel-related subsidies or "tipping fees" that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, or (iv) emission reduction credits encumbered or used by the Project for compliance with local, state, or federal operating and/or air quality permits. If the Project is a biomass or biogas facility and Seller receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributed to its fuel usage, it shall provide Buyer with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from the Project.

"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 becomes effective during the Delivery Term; or any binding interpretation of the foregoing. "Market Price Referent" means the market price referent applicable to this Agreement, as determined by the CPUC in accordance with Public Utilities Code Section 399.15(c), as may be amended or modified from time to time.

"Nameplate" has the meaning set forth in Section 2.1.4.

"Product" means the Energy (net of Station Use), capacity and all ancillary products, services or attributes similar to the foregoing which are or can be produced by or associated with the Facility, including, without limitation, renewable attributes, Renewable Energy Credits, Resource Adequacy Benefits and Green Attributes.

"Renewable Energy Credit" has the meaning set forth in Public Utilities Code Section 399.12(h), as may be amended from time to time or as further defined or supplemented by Law.

"Resource Adequacy Benefits" means the rights and privileges attached to the Facility that satisfy any entity's resource adequacy obligations, as those obligations are set forth in any Resource Adequacy Rulings and shall include any local, zonal or otherwise locational attributes associated with the Facility.

“Resource Adequacy Rulings” means CPUC Decisions 04-01-050, 04-10-035, 05-10-042, 06-06-064, 06-07-031 and any subsequent CPUC ruling or decision, or any other resource adequacy laws, rules or regulations enacted, adopted or promulgated by any applicable governmental authority, as such decisions, rulings, laws, rules or regulations may be amended or modified from time-to-time during the Delivery Term.

“Station Use” means energy consumed within the Facility’s electric energy distribution system as losses, as well as energy used to operate the Facility’s auxiliary equipment. The auxiliary equipment may include, but is not limited to, forced and induced draft fans, cooling towers, boiler feeds pumps, lubricating oil systems, plant lighting, fuel handling systems, control systems, and sump pumps.

“WREGIS” means the Western Renewable Energy Generating Information System or any successor renewable energy tracking program.

“WREGIS Certificate Deficit” has the meaning set forth in Section 3.2.

Appendix B

INITIAL ENERGY DELIVERY DATE CONFIRMATION LETTER

In accordance with the terms of that certain Section 399.20 Power Purchase Agreement dated _____ (“Agreement”) by and between Pacific Gas and Electric Company (“PG&E”) and _____ (“Seller”), this letter serves to document the parties further agreement that (i) the conditions precedent to the occurrence of the Initial Energy Delivery Date have been satisfied, and (ii) Seller has scheduled and PG&E has received the energy, as specified in the Agreement, as of this _____ day of _____, _____. This letter shall confirm the Initial Energy Delivery Date, as defined in the Agreement, as the date referenced in the preceding sentence.

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed by its authorized representative as of the date of last signature provided below:

By:	By: Pacific Gas and Electric Company
Signed: _____	Signed: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Appendix C
Time of Delivery (TOD) Periods & Factors

Monthly Period	Super-Peak¹	Shoulder²	Night³
Jun – Sep	2.38	1.12	0.59
Oct.- Dec., Jan. & Feb.	1.10	.94	0.66
Mar. – May	1.22	0.90	0.61

Definitions:

1. Super-Peak (5x8) = HE (Hours Ending) 13 – 20 (Pacific Prevailing Time (PPT)), Monday - Friday (*except* NERC holidays) in the applicable Monthly Period.
2. Shoulder = HE 7 - 12, 21 and 22 PPT, Monday - Friday (*except* NERC holidays); and HE 7 - 22 PPT Saturday, Sunday and *all* NERC holidays in the applicable Monthly Period.
3. Night (7x8) = HE 1 - 6, 23 and 24 PPT all days (*including* NERC holidays) in the applicable Monthly Period.

“NERC Holidays” mean the following holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Three of these days, Memorial Day, Labor Day, and Thanksgiving Day occur on the same day each year. Memorial Day is the last Monday in May; Labor Day is the first Monday in September; and Thanksgiving Day is the 4th Thursday in November. New Year’s Day, Independence Day, and Christmas Day, by definition, are predetermined dates each year. However, in the event they occur on a Sunday, the “NERC Holiday” is celebrated on the Monday immediately following that Sunday. However, if any of these days occur on a Saturday, the “NERC Holiday” remains on that Saturday.

Appendix D

COUNTERPARTY NOTIFICATION AND FORECASTING REQUIREMENTS

A. NOTIFICATION REQUIREMENTS FOR START-UP AND SHUTDOWN

Prior to paralleling to or after disconnecting from the electric system, ALWAYS notify your designated Distribution Operator as follows:

1. Call your Distribution Operator for permission to parallel before any start-up.
2. Call your Distribution Operator again after start-up with parallel time.
3. Call your Distribution Operator after any separation and report separation time as well as date and time estimate for return to service.

B. FORECASTING REQUIREMENTS

1. Seller shall abide with all established requirements and procedures described below:

(a) Generating Facilities 1000 kW and greater must comply with the CAISO Tariff and Protocols while generating facilities under 1000 kW must comply with all applicable interconnection, communication and metering rules; and

(b) Generating Facilities 100 kW and greater must provide a weekly forecast of their expected generation output.

2. Weekly Energy Forecasting Procedures.

Seller must meet all of the following requirements specified below:

Beginning the Wednesday prior to the planned Initial Operation of the Generating Facility, Seller will electronically provide PG&E with an Energy Forecast for the next calendar week, by no later than 5 PM Wednesday of the week preceding the week covered by the Energy Forecast.

The Weekly Energy Forecast submitted to PG&E shall:

- a) Not include any anticipated or expected electric energy losses;
- b) Be submitted using PG&E's website at <https://www.pge.com/qic>, or as otherwise instructed by PG&E;
- c) Include Seller's contact information;
- d) Limit Day Ahead forecast changes to no less than 100 kW.

3. Outage and Scheduled Maintenance Reporting Procedures.

Submit outage information by posting on PG&E's website at <https://www.pge.com/qic> . If the website is unavailable, implement the procedures set forth below:

For project outages, complete the specifics below and submit by email to DAenergy@pge.com and Bilat_Settlements@pge.com

Email subject Field: dd/mm/yyyy – dd/mm/yyyy XYZ Company Project #2 Outage Notification

Email body:

Type of Outage: Planned Outage, Forced Outage, Prolonged Outage
Start Date and Start Time
Estimated or Actual End Date and End Time
Date and time when reported to PG&E and name(s) of PG&E representative(s) contacted.

C. CHANGES TO OPERATING PROCEEDURES.

Seller understands and acknowledges that the specified transmission and scheduling mechanisms, metering requirements, Forecasting , Outage and Scheduling Maintenance Reporting Procedures described therein are subject to change by Buyer from time to time and, upon receipt of Notice of any such changes, Seller agrees to work in good faith to implement any such changes as reasonably deemed necessary by Buyer; provided that such change does not result in an increase cost of performance to Seller hereunder other than de minimis amounts.

Appendix E

Attach a description of the Facility, including a summary of its significant components, a drawing showing the general arrangements of the Facility, and a single line diagram illustrating the interconnection of the Facility and loads with PG&E's electric distribution or transmission system.



Electric Sample Form No. 79-1103
Small Renewable Generator PPA

**Please Refer to Attached
Sample Form**

**SMALL RENEWABLE GENERATOR
POWER PURCHASE AGREEMENT
BETWEEN**

_____ **AND**
PACIFIC GAS AND ELECTRIC COMPANY

PACIFIC GAS AND ELECTRIC COMPANY, a California Corporation (“PG&E” or “Buyer”), and _____ (“Seller”) hereby enter into this Power Purchase Agreement (“Agreement”). Seller and PG&E are sometimes referred to in this Agreement jointly as “Parties” or individually as “Party.” In consideration of the mutual promises and obligations stated in this Agreement and its appendices, the Parties agree as follows:

1. DOCUMENTS INCLUDED; DEFINED TERMS

This Agreement includes the following appendices, which are specifically incorporated herein and made a part of this Agreement.

Appendix A - Definitions

Appendix B - Initial Energy Delivery Date Confirmation Letter

Appendix C - Time of Delivery (“TOD”) Periods and Factors

Appendix D - Counterparty Notification Requirements for Outage and Generation Schedule Changes

Appendix E - Description of the Facility

2. SELLER’S GENERATING FACILITY, PURCHASE PRICES AND PAYMENT

2.1 Facility. This Agreement governs PG&E’s purchase of the Product from the electrical generating facility (hereinafter referred to as the “Facility” or “Unit” or “Project”) as described in this Section.

2.1.1 The Facility is located at:

_____ County, California.

2.1.2 The Facility is named _____.

2.1.3 The Facility's primary fuel is _____ [i.e. biogas, hydro, etc.].

2.1.4 The Facility has a Nameplate of ____ kilowatts ("kW"), at unity power factor at 60 degrees Fahrenheit at sea level and has a primary voltage level of ____ kilovolts ("kV"). Seller shall not modify the Facility to increase the Nameplate without the prior written consent of PG&E. The Nameplate will be net of any Station Use, or in the case of solar it will be net of any inverter losses. The Nameplate will not exceed 1,500 kW.

2.1.5 The Facility is connected to the PG&E electric system at _____ kV.

2.1.6 If not already capable of delivering energy on the Execution Date, the Facility's scheduled Commercial Operation Date is _____.

2.1.7 A description of the Facility, including a summary of its significant components, a drawing showing the general arrangements of the Facility, and a single line diagram illustrating the interconnection of the Facility and loads with PG&E's electric distribution or transmission system, is attached and incorporated herein as Appendix E.

2.1.8 The name and address PG&E uses to locate the electric service account(s) and premises used to interconnect the Facility with PG&E's distribution systems is:

2.2 Transaction. During the Delivery Term of this Agreement, as provided in Section 2.3, Seller shall sell and deliver, or cause to be delivered, and PG&E shall purchase and receive, or cause to be received, the Product from the Facility, up to 1,500 kW, at the Delivery Point, as defined pursuant to Section 5.1, pursuant to Seller's election of a (check one) full buy/sell or excess sale arrangement as described in paragraphs 2.2.1 and 2.2.2 below. PG&E shall pay Seller the Contract Price, set forth in Section 2.4, in accordance with the terms hereof. In no event shall Seller have the right to procure the Product from sources other than the Facility for sale or delivery to PG&E under this Agreement or substitute such Product. PG&E shall have no obligation to receive or purchase the Product from Seller prior to the Initial Energy Delivery Date, as defined in Section 2.3, or after the end of the Delivery Term, as defined in Section 2.3.

2.2.1 Full Buy/Sell. Seller agrees to sell to PG&E the Facility's gross output in kilowatt-hours, net of Station Use and transformation and transmission losses to the Delivery Point into the PG&E system, together with all Green Attributes and Resource

Adequacy Benefits. Seller shall purchase all energy required to serve the Facility’s on-site load, net of Station Use, from PG&E pursuant to PG&E’s applicable retail rate schedule.

2.2.2 Excess Sale. Seller agrees to sell to PG&E the Facility’s gross output in kilowatt-hours, net of Station Use and any on-site use by Seller and transformation and transmission losses to the Delivery Point into the PG&E system. Seller agrees to convey to PG&E all Green Attributes and Resource Adequacy Benefits associated with the energy sold to PG&E.

2.3 Delivery Term. The Seller shall deliver the Product from the Facility to PG&E for a period of (check one) ten (10), fifteen (15), or twenty (20) Contract Years (“Delivery Term”), which shall commence on the first date on which energy is delivered from the Facility to PG&E (“Initial Energy Delivery Date”) under this Agreement and continue until the end of the last Contract Year unless terminated by the terms of this Agreement. The Initial Energy Delivery Date shall occur only when all of the following conditions have been satisfied:

(i) the Commercial Operation Date has occurred, if the Facility was not in operation prior to the Execution Date of this Agreement;

(ii) the Facility’s status as an Eligible Renewable Energy Resource, is demonstrated by Seller’s receipt of certification from the California Energy Commission (“CEC”) and is registered in WREGIS; and

(iii) as evidence of the Initial Energy Delivery Date, the Parties shall execute and exchange the “Initial Energy Delivery Date Confirmation Letter” attached hereto as Appendix B on the Initial Energy Delivery Date.

2.4 Contract Price. PG&E shall pay Seller for each kilowatt hour (“kWh”) of the Product delivered to PG&E during each Contract Year for the Delivery Term at the applicable Market Price Referent specified below for the Facility’s actual Commercial Operation Date. Payment shall be adjusted by the appropriate Time of Delivery (“TOD”) factor listed in Appendix C.

Adopted 2009 Market Price Referents¹			
(Nominal - dollars/kWh)			
Resource Type	10-Year	15-Year	20-Year
2010 Baseload MPR	0.08448	0.09066	0.09674
2011 Baseload MPR	0.08843	0.09465	0.10098
2012 Baseload MPR	0.09208	0.09852	0.10507
2013 Baseload MPR	0.09543	0.10223	0.10898
2014 Baseload MPR	0.09872	0.10593	0.11286

¹ Note: Using 2010 as the base year, Staff calculates MPRs for 2010-2021 that reflect different project online dates. Link to 2009 MPR Model: <http://www.cpuc.ca.gov/PUC/energy/Renewables/mpr>

2015 Baseload MPR	0.10168	0.10944	0.11647
2016 Baseload MPR	0.10488	0.11313	0.12020
2017 Baseload MPR	0.10834	0.11695	0.12404
2018 Baseload MPR	0.11204	0.12090	0.12800
2019 Baseload MPR	0.11598	0.12499	0.13209
2020 Baseload MPR	0.12018	0.12922	0.13630
2021 Baseload MPR	0.12465	0.13359	0.14064

2.5 Billing. PG&E shall pay Seller by check or Automated Clearing House transfer within approximately thirty (30) days of the meter reading date if the value of the purchased Product in a month is at least fifty dollars (\$50); if less, PG&E may pay Seller quarterly. PG&E shall have the right, but not the obligation, to read the Facility’s meter on a daily basis.

2.6 Title and Risk of Loss. Title to and risk of loss related to the Product from the Facility shall transfer from Seller to PG&E at the Delivery Point. Seller warrants that it will deliver to PG&E the Product from the Facility free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any person arising prior to the Delivery Point.

2.7 No Additional Incentives. Seller agrees that during the Term of this Agreement, Seller shall not seek additional compensation or other benefits pursuant to the Self-Generation Incentive Program, as defined in California Public Utilities Commission (“CPUC”) Decision (“D.”) 01-03-073, the California Solar Initiative, as defined in CPUC D.06-01-024, PG&E’s net energy metering tariff, or other similar California ratepayer subsidized program relating to energy production with respect to the Facility.

2.8 Private Energy Producer. Seller agrees to provide to Buyer copies of each of the documents identified in California Public Utilities Code (“PUC”) Section 2821(d)(1), if applicable, as may be amended from time to time, as evidence of Seller’s compliance with such PUC section. Such documentation shall be provided to Buyer within thirty (30) days of Seller’s receipt of written request.

3. GREEN ATTRIBUTES; RESOURCE ADEQUACY BENEFITS; EIRP REQUIREMENTS; ERR REQUIREMENTS

3.1 Green Attributes. Seller hereby provides and conveys all Green Attributes associated with all electricity generation from the Project to Buyer as part of the Product being delivered. Seller represents and warrants that Seller holds the rights to all Green Attributes from the Project, and Seller agrees to convey and hereby conveys all such Green Attributes to Buyer as included in the delivery of the Product from the Project.

3.2 WREGIS. Prior to the Initial Energy Delivery Date, Seller shall register the Facility in WREGIS and take all other actions necessary to ensure that the energy produced

from the Facility is tracked for purposes of satisfying the California Renewables Portfolio Standard requirements, as may be amended or supplemented by the CPUC or CEC from time to time. Seller warrants that all it shall take all necessary steps to ensure the Renewable Energy Credits transferred to Buyer under this Agreement are tracked in WREGIS and transferred in a timely manner to Buyer through WREGIS for purposes of satisfying Buyer's California Renewables Portfolio Standard Requirements, as may be amended or supplemented by the CPUC or CEC from time to time.

3.2.1 A "WREGIS Certificate Deficit" means any deficit or shortfall in WREGIS Certificates delivered to Buyer for a calendar month as compared to the metered energy for the same calendar month ("Deficient Month"). If any WREGIS Certificate Deficit is caused, or the result of any action or inaction, by Seller, then the amount of the Product in the Deficient Month shall be reduced by the amount of the WREGIS Certificate Deficit for the purposes of calculating Buyer's payment(s) to Seller. Any amount owed by Seller to Buyer because of a WREGIS Certificate Deficit shall be made as an adjustment to Seller's next monthly invoice to Buyer, and Buyer shall net such amount against Buyer's subsequent payment(s) to Seller.

3.2.2 Seller warrants that all necessary steps to allow the Renewable Energy Credits transferred to Buyer to be tracked in the Western Renewable Energy Generation Information System will be taken prior to the first delivery under the contract.

3.3 Resource Adequacy Benefits. In accordance with PUC Section 399.20(g), Seller conveys to PG&E all Resource Adequacy Benefits attributable to the physical generating capacity of Seller's Facility to enable PG&E to count such capacity towards PG&E's resource adequacy requirement for purposes of PUC Section 380. Seller shall take all reasonable actions and execute documents and instructions necessary to enable Buyer to secure Resource Adequacy Benefits; Seller shall comply with all applicable reporting requirements.

3.4 Eligible Renewable Resource. Seller will use commercially reasonable efforts to achieve and maintain status as an Eligible Renewable Energy Resource or ERR per the meaning set forth in California Public Utilities Code Section 399.12 and California Public Resources Code Section 25741, as either code provision is amended or supplemented from time to time.

[The following Section 3.5 Eligible Intermittent Resources Protocol Requirements applies only to Facilities greater than 1.0 MWs]

3.5 Eligible Intermittent Resources Protocol ("EIRP") Requirements. Seller shall provide Buyer with a copy of the notice from CAISO certifying the Facility as a Participating Intermittent Resource as soon as practicable after Seller's receipt of such notice of certification. Following such certification: (i) Seller at its sole cost shall participate in and comply with EIRP and all additional protocols issued by the CAISO relating to Participating Intermittent Resources (as defined in the CAISO Tariff), and (ii) Buyer in its limited capacity as Seller's Scheduling Coordinator shall facilitate

communication with the CAISO and provide other administrative materials to the CAISO as necessary to satisfy Seller's obligations and to the extent such actions are at *de minimis* cost to Buyer.

4. REPRESENTATION AND WARRANTIES; COVENANTS

4.1 Representations and Warranties. On the Execution Date, each Party represents and warrants to the other Party that:

4.1.1 it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;

4.1.2 the execution, delivery and performance of this Agreement is 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;

4.1.3 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;

4.1.4 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;

4.1.5 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; and

4.1.6 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 other Party in so doing, and is capable of assessing the merits of, and understands and accepts, the terms, conditions and risks of this Agreement.

4.2 General Covenants. Each Party covenants that throughout the Term of this Agreement:

4.2.1 it shall continue to be duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;

4.2.2 it shall maintain (or obtain from time to time as required, including through renewal, as applicable) all regulatory authorizations necessary for it to legally perform its obligations under this Agreement; and

4.2.3 it shall perform its obligations under this Agreement in a manner that does 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.

4.3 Seller Representation and Warranty and Covenant.

4.3.1 Representation and Warranty. In addition to the representations and warranties specified in Section 4.1, Seller makes the following additional representations and warranties as of the Execution Date:

(a) The Facility has not received an incentive under the Self-Generation Incentive Program, as defined in CPUC D.01-03-073, the California Solar Initiative, as defined in CPUC D.06-01-024, or PG&E's net energy metering tariff.

(b) Seller's execution of this Agreement will not violate PUC Section 2821(d)(1) if applicable.

(c) Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that: (i) the Project qualifies and is certified by the CEC as an Eligible Renewable Energy Resource ("ERR") as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Project's output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law.

(d) Seller and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement the Renewable Energy Credits transferred to Buyer conform to the definition and attributes required for compliance with the California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law.

4.3.2 Covenant. Seller hereby covenants that throughout the Term of the Agreement, the Facility is, or will qualify prior to the Initial Energy Delivery Date, as an ERR, specifically, Seller and, if applicable, its successors, represents and warrants throughout the term of the Delivery Term of each Transaction entered into under this Agreement that: (a) the Unit(s) qualifies and is certified by the CEC as an Eligible Renewable Energy Resource; and (b) the Unit(s) output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to

be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law.

5. GENERAL CONDITIONS

5.1 Facility Care, Interconnection and Transmission Service. Seller shall execute a Small Generator Interconnection Agreement with PG&E's Generation Interconnection Services Department and pay and be responsible for designing, installing, operating, and maintaining the Facility in accordance with all applicable laws and regulations and shall comply with all applicable PG&E, CAISO, CPUC and FERC tariff provisions, including applicable interconnection and metering requirements. Seller shall also comply with any modifications, amendments or additions to the applicable tariff and protocols. During the Delivery Term, Seller shall arrange and pay independently for any and all necessary costs under any interconnection agreement with PG&E. To make deliveries to PG&E, Seller must maintain an interconnection agreement with PG&E in full force and effect.

5.2 Metering Requirements. Seller shall comply with all applicable rules in installing a meter appropriate for deliveries pursuant to the Full Buy/Sell or Excess Sale arrangement selected in paragraph 2.2, above, which can be electronically read daily by: (a) a telephone and modem; (b) an analog or digital phone connection; or (c) an internet portal address for PG&E's Energy Data Services ("EDS"). Seller shall be responsible for procuring and maintaining the communication link to electronically retrieve this metering data.

5.3 Standard of Care. Seller shall: (a) maintain and operate the Facility and Interconnection Facilities, except facilities installed by PG&E, in conformance with all applicable laws and regulations and in accordance with Good Utility Practices, as defined by PG&E's Wholesale Distribution Tariff and the CAISO Tariff, as they may be amended, supplemented or replaced (in whole or in part) from time to time; (b) obtain any governmental authorizations and permits required for the construction and operation thereof; and (c) generate, schedule and perform transmission services in compliance with all applicable operating policies, criteria, rules, guidelines and tariffs and Good Utility Practices, as provided in clause (a) above. Seller shall reimburse PG&E for any and all losses, damages, claims, penalties, or liability PG&E incurs as a result of Seller's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of the Facility throughout the Term of this Agreement.

5.4 Access Rights. PG&E, its authorized agents, employees and inspectors shall have the right to inspect the Facility on reasonable advance notice during normal business hours and for any purposes reasonably connected with this Agreement or the exercise of any and all rights secured to PG&E by law, or its tariff schedules, PG&E Interconnection Handbook, and rules on file with the CPUC. PG&E shall make reasonable efforts to coordinate its emergency activities with the Safety and Security Departments, if any, of the

Facility operator. Seller shall keep PG&E advised of current procedures for communicating with the Facility operator's Safety and Security Departments.

5.5 Protection of Property. Each Party shall be responsible for protecting its own facilities from possible damage resulting from electrical disturbances or faults caused by the operation, faulty operation, or non-operation of the other Party's facilities and such other Party shall not be liable for any such damages so caused.

5.6 PG&E Performance Excuse; Seller Curtailment.

5.6.1 PG&E Performance Excuse. PG&E shall not be obligated to accept or pay for the Product from the Facility during a Dispatch Down Period, or Force Majeure, as defined in Appendix A.

5.6.2 Seller Curtailment. PG&E may require Seller to interrupt or reduce deliveries of energy: (a) when necessary to construct, install, maintain, repair, replace, remove, or investigate any of its equipment or part of PG&E's transmission system or distribution system or facilities; or (b) if PG&E or the CAISO determines that curtailment, interruption, or reduction is necessary because of a System Emergency, as defined in the CAISO Tariff, Forced Outage, Force Majeure as defined in Appendix A, or compliance with Good Utility Practice, as such term is defined in the CAISO Tariff.

5.7 Notices of Outages. Whenever possible, PG&E shall give Seller reasonable notice of the possibility that interruption or reduction of deliveries may be required.

5.8 Greenhouse Gas Emissions: During the Term, Seller acknowledges that a Governmental Authority may require Buyer to take certain actions with respect to greenhouse gas emissions attributable to the generation of energy, including, but not limited to, reporting, registering, tracking, allocating for or accounting for such emissions. Promptly following Buyer's written request, Seller agrees to take all commercially reasonable actions and execute or provide any and all documents, information or instruments with respect to generation by the Facility reasonably necessary to permit Buyer to comply with such requirements, if any.

6. INDEMNITY

Each Party as indemnitor shall save harmless and indemnify the other Party and the directors, officers, and employees of such other Party against and from any and all loss and liability for injuries to persons including employees of either Party, and damages, including property of either Party, resulting from or arising out of: (a) the engineering, design, construction, maintenance, or operation of; or (b) the installation of replacements, additions, or betterments to the indemnitor's facilities. This indemnity and save harmless provision shall apply notwithstanding the active or passive negligence of the indemnitee. Neither Party shall be indemnified for liability or loss, resulting from its sole negligence or willful misconduct. The indemnitor shall, on the other Party's request, defend any suit asserting a

claim covered by this indemnity and shall pay all costs, including reasonable attorney fees that may be incurred by the other Party in enforcing this indemnity.

7. LIMITATION OF DAMAGES

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED UNLESS EXPRESSLY HEREIN PROVIDED. NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. UNLESS EXPRESSLY HEREIN PROVIDED, AND SUBJECT TO THE PROVISIONS OF SECTION 6 (INDEMNITY), IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE.

8. NOTICES

Notices shall, unless otherwise specified herein, be in writing and may be delivered by hand delivery, United States mail, overnight courier service, facsimile or electronic messaging (e-mail). 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. A notice sent by facsimile transmission or 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 unless it confirms a prior oral communication, in which case any such notice shall be deemed received on the day sent. A Party may change its addresses by providing notice of same in accordance with this provision. All written notices shall be directed as follows:

TO PG&E: Pacific Gas and Electric Company
Attention: Manager, Contract Management
245 Market Street, Mail Code N12E
San Francisco, CA 94177-0001

TO SELLER: _____

9. INSURANCE

9.1 General Liability Coverage.

9.1.1 Seller shall maintain during the performance hereof, General Liability Insurance² of not less than \$1,000,000 if the Facility's Nameplate is over 100 kW, \$500,000 if the Facility's Nameplate is over 20 kW to 100kW or \$100,000 if the Facility's Nameplate is 20 kW or below of combined single limit or equivalent for bodily injury, personal injury, and property damage as the result of any one occurrence.

9.1.2 General Liability Insurance shall include coverage for Premises-Operations, Owners and Contractors Protective, Products/Completed Operations Hazard, Explosion, Collapse, Underground, Contractual Liability, and Broad Form Property Damage including Completed Operations.

9.1.3 Such insurance shall provide for thirty (30) days written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.

9.2 Additional Insurance Provisions.

9.2.1 Evidence of coverage described above in Paragraph 9.1 shall state that coverage provided in primary and is not excess to or contributing with any insurance or self-insurance maintained by PG&E.

9.2.2 PG&E shall have the right to inspect or obtain a copy of the original policy(ies) of insurance.

9.2.3 Seller shall furnish the required certificates and endorsements to PG&E prior to commencing operation.

9.2.4 All insurance certificates, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to the following:

² Governmental agencies which have an established record of self-insurance may provide the required coverage through self-insurance.

Pacific Gas and Electric Company
Attention: Manager, Insurance Department
77 Beale Street, Room E280
San Francisco, CA 94105

10. TERM, DEFAULT, TERMINATION EVENT AND TERMINATION

10.1 Term. The term of this Agreement shall commence upon execution by the duly authorized representatives of each of PG&E and Seller and shall remain in effect until the conclusion of the Delivery Term or unless terminated sooner pursuant to Section 10.3 of this Agreement (the "Term"). All indemnity rights shall survive the termination of this Agreement for twelve (12) months.

10.2 Termination Event. Buyer shall be entitled to terminate the Agreement upon the occurrence of any of the following, each of which is a "Termination Event":

(a) The Facility has not achieved Commercial Operation within eighteen (18) months of the Execution Date of this Agreement;

(b) Seller has not sold or delivered the Product from the Facility to PG&E for a period of twelve (12) consecutive months;

(c) Seller breaches its covenant to maintain its status as an ERR as set forth in Section 4.3.2 of the Agreement.

10.3 Termination.

10.3.1 Declaration of a Termination Event. If a Termination Event has occurred and is continuing, Buyer shall have the right to: (a) send notice, designating a day, no earlier than five (5) days after such notice is deemed to be received (as provided in Section 8) and no later than twenty (20) days after such notice is deemed to be received (as provided in Section 8), as an early termination date of this Agreement ("Early Termination Date") unless Seller has timely communicated with Buyer and the Parties have agreed to resolve the circumstances giving rise to the Termination Event; (b) accelerate all amounts owing between the Parties; and (c) terminate this Agreement and end the Delivery Term effective as of the Early Termination Date.

10.3.2 Release of Liability for Termination Event. Upon termination of this Agreement pursuant to Section 10.3.1, neither Party shall be under any further obligation or subject to liability hereunder, except with respect to the indemnity provision in Section 6 hereof, which shall remain in effect for a period of twelve (12) months following the Early Termination Date.

11. SCHEDULING

11.1 Scheduling Obligations. PG&E shall be Seller's designated Scheduling Coordinator (as defined by CAISO Tariff). PG&E will schedule Seller's project using Prudent Utility Practices and Seller shall employ Prudent Utility Practices and exercise reasonable efforts to operate and maintain its project. All generation interconnection and scheduling services shall be performed in accordance with all applicable operating policies, criteria, guidelines and tariffs of the CAISO or its successor, and any other generally accepted operational requirements. Seller, at its own expense, shall be responsible for complying with all applicable contractual, metering and interconnection requirements. Seller shall promptly notify PG&E of significant (i.e., greater than 100 kW) changes to its energy schedules using PG&E's web site (see Appendix D). Seller will exercise reasonable efforts to comply with conditions that might arise if the CAISO modifies or amends its tariffs, standards, requirements, and/or protocols in the future.

11.2 CAISO Charges.

11.2.1 CAISO Charge Obligations. PG&E and Seller shall cooperate to minimize CAISO delivery imbalances and any resulting fees, liabilities, assessments or similar charges assessed by the CAISO ("CAISO Charges") to the extent possible, and shall each promptly notify the other as soon as possible of any material loss of system capability, deviation or imbalance that is occurring or has occurred. Seller shall reimburse PG&E for any CAISO Charges that PG&E incurs as a result of Seller's loss of system capability, deviation, or imbalance. Any such CAISO Charges reimbursable to PG&E shall be limited to the period until the commencement of the next settlement period following Seller's notification for which the delivery schedule can be adjusted. Notwithstanding anything to the contrary herein, in the event Seller makes a change to its schedule on the actual date and time of delivery for any reason (other than an adjustment imposed by CAISO) which results in differences between the project's actual generation and the scheduled generation (whether in part or in whole), Seller shall use reasonable efforts to notify PG&E. PG&E will make commercially reasonable efforts to accommodate Seller's changes and mitigate any imbalance penalties or charges levied for such changes.

11.2.2 CAISO Penalties. Seller shall be responsible for any "non-Performance Penalties" assessed to PG&E by the CAISO ("CAISO Penalties"), under the CAISO Tariff Enforcement Protocol, and not due to any fault of PG&E, which shall include, without limitation, any deviation, imbalance or uninstructed energy charges or penalties payable to the CAISO that are due to the fault of Seller. To the extent that Seller materially deviates from its energy schedules (other than an adjustment imposed by the CAISO, a deviation due to any fault of PG&E, or an excused Seller failure to deliver, whether for reasons of Force Majeure or otherwise), and such departure results in CAISO Penalties being assessed to PG&E, such CAISO Penalties shall be passed on to Seller. Any such CAISO Penalties passed on to Seller shall be limited to the period until the commencement of the next settlement period following Seller's notification (as described above) for which the delivery schedule can be adjusted.

12. CONFIDENTIALITY

Seller authorizes PG&E to release to the CEC and/or the CPUC information regarding the Facility, including the Seller's name and location, and the size, location and operational characteristics of the Facility, the Term, the ERR type, the Initial Energy Delivery Date and the net power rating of the Facility, as requested from time to time pursuant to the CEC's or CPUC's rules and regulations.

13. ASSIGNMENT

Neither Party shall assign this Agreement or its rights hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, either Party may, without the consent of the other Party (and without relieving itself from liability hereunder), transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof to its financing providers and the financing provider(s) shall assume the payment and performance obligations provided under this Agreement with respect to the transferring Party provided, however, that in each such case, any such assignee shall agree in writing to be bound by the terms and conditions hereof and so long as the transferring Party delivers such tax and enforceability assurance as the non-transferring Party may reasonably request.

14. 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.

15. SEVERABILITY

If any provision in this Agreement is determined to be invalid, void or unenforceable by the CPUC or any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Agreement and the Parties shall use their best efforts to modify this Agreement to give effect to the original intention of the Parties.

16. 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 facsimile or PDF transmission will be deemed as effective as delivery of an originally executed counterpart. Each Party delivering an executed counterpart of this Agreement by facsimile or PDF transmission 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.

17. GENERAL

The CPUC has reviewed and approved this Agreement. No amendment to or modification of this Agreement shall be enforceable unless reduced to writing and executed by both parties. 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 term “including” when used in this Agreement shall be by way of example only and shall not be considered in any way to be in limitation. The headings used herein are for convenience and reference purposes only.

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed by its authorized representative as of the date of last signature provided below.

PACIFIC GAS AND ELECTRIC COMPANY

By: _____ Date: _____
Name: _____
Title: _____

SELLER

By: _____ Date: _____
Name: _____
Title: _____

Appendix A

DEFINITIONS

“Business Day” means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday during the hours of 8:00 a.m. and 5:00 p.m. local time for the relevant Party’s principal place of business where the relevant Party in each instance shall be the Party from whom the notice, payment or delivery is being sent.

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

“CAISO Tariff” means the CAISO FERC Electric Tariff, Fifth Replacement Volume No. 1, as amended from time to time.

“California Renewables Portfolio Standard” means the renewable energy program and policies codified in California Public Utilities Code Sections 399.11 through 399.20 and California Public Resources Code Sections 25740 through 25751, as such provisions may be amended or supplemented from time to time.

“CEC” means the California Energy Commission or its successor agency.

“Commercial Operation Date” means the date on which the Facility is operating and is in compliance with applicable interconnection and system protection requirements, and able to produce and deliver energy to PG&E pursuant to the terms of this Agreement.

“Contract Year” means a period of twelve (12) consecutive months with the first Contract Year commencing on the first day of the month immediately following the Initial Energy Delivery Date and each subsequent Contract Year commencing on the anniversary of the Initial Energy Delivery Date.

“CPUC” means the California Public Utilities Commission, or successor entity.

“Delivery Point” means the point of interconnection to the PG&E distribution or transmission system.

“Dispatch Down Period” means: (a) curtailments ordered by the CAISO or PG&E as a result of a System Emergency, as defined in the CAISO Tariff; or (b) scheduled or unscheduled maintenance on PG&E’s transmission, distribution or interconnection facilities that prevents Buyer from receiving Delivered Energy at the Delivery Point. Notwithstanding the foregoing sentence, Buyer shall have the option in its sole discretion to curtail Seller’s energy deliveries up to fifty (50) hours each calendar year.

“Eligible Renewable Energy Resource” or “ERR” has the meaning set forth in Public Utilities Code Sections 399.12 and California Public Resources Code Section 25741, as either code provision may be amended or supplemented from time to time.

“Execution Date” means the latest signature date found at the end of the Agreement.

“FERC” means the Federal Energy Regulatory Commission or any successor government agency.

“Forced Outage” means any unplanned reduction or suspension of the electrical output from the Facility resulting in the unavailability of the Facility, in whole or in part, in response to a mechanical, electrical, or hydraulic control system trip or operator-initiated trip in response to an alarm or equipment malfunction and any other unavailability of the Facility for operation, in whole or in part, for maintenance or repair that is not a scheduled maintenance outage and not the result of Force Majeure.

“Force Majeure” means any event or circumstance which wholly or partly prevents or delays the performance of any material obligation arising under this Agreement, but only if and to the extent (i) such event is not within the reasonable control, directly or indirectly, of the Party seeking to have its performance obligation(s) excused thereby, (ii) the Party seeking to have its performance obligation(s) excused thereby has taken all reasonable precautions and measures to prevent or avoid such event or mitigate the effect of such event on such Party’s ability to perform its obligations under this Agreement and which by the exercise of due diligence such Party could not reasonably have been expected to avoid and which by the exercise of due diligence it has been unable to overcome, and (iii) such event is not the direct or indirect result of the negligence or the failure of, or caused by, the Party seeking to have its performance obligations excused thereby. Force Majeure shall not be based on: (i) PG&E’s inability economically to use or resell the energy or capacity purchased hereunder; (ii) Seller’s ability to sell the energy, capacity or other benefits produced by or associated with the Facility at a price greater than the price set forth in this Agreement, (iii) Seller’s inability to obtain approvals of any type for the construction, operation, or maintenance of the Facility; (iv) Seller’s inability to obtain sufficient fuel to operate the Facility, except if Seller’s inability to obtain sufficient fuel is caused by an event of Force Majeure of the specific type described in any of subsections (i) through (iv) of this definition of Force Majeure; (v) a Forced Outage except where such Forced Outage is caused by an event of Force Majeure of the specific type described in any of subsections (i) through (iv) of this definition of Force Majeure; (vi) a strike or labor dispute limited only to Seller, Seller’s affiliates, the Engineering, Procurement, and Construction Contractor or subcontractors thereof; or (vii) any equipment failure not caused by an event of Force Majeure of the specific type described in any of subsections (i) through (iv) of this definition of Force Majeure.

“Green Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Project, and its avoided emission of pollutants. Green Attributes include but are not limited to Renewable Energy Credits, as well as: (1) any avoided emission of pollutants to the air, soil or water such as sulfur oxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on

Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere;³ (3) the reporting rights to these avoided emissions, such as Green Tag Reporting Rights. Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser's discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of Energy. Green Attributes do not include (i) any energy, capacity, reliability or other power attributes from the Project, (ii) production tax credits associated with the construction or operation of the Project and other financial incentives in the form of credits, reductions, or allowances associated with the project that are applicable to a state or federal income taxation obligation, (iii) fuel-related subsidies or "tipping fees" that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, or (iv) emission reduction credits encumbered or used by the Project for compliance with local, state, or federal operating and/or air quality permits. If the Project is a biomass or biogas facility and Seller receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributed to its fuel usage, it shall provide Buyer with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from the Project.

"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 becomes effective during the Delivery Term; or any binding interpretation of the foregoing.

"Market Price Referent" means the market price referent applicable to this Agreement, as determined by the CPUC in accordance with Public Utilities Code Section 399.15(c), as may be amended or modified from time to time.

"Nameplate" has the meaning set forth in Section 2.1.4.

"Product" means the energy (net of Station Use), capacity and all ancillary products, services or attributes similar to the foregoing which are or can be produced by or associated with the Facility, including, without limitation, renewable attributes, Renewable Energy Credits, Resource Adequacy Benefits and Green Attributes.

³ Avoided emissions may or may not have any value for GHG compliance purposes. Although avoided emissions are included in the list of Green Attributes, this inclusion does not create any right to use those avoided emissions to comply with any GHG regulatory program.

“Renewable Energy Credit” has the meaning set forth in Public Utilities Code Section 399.12(f), as may be amended from time to time or as further defined or supplemented by Law.

“Resource Adequacy Benefits” means the rights and privileges attached to the Facility that satisfy any entity’s resource adequacy obligations, as those obligations are set forth in any Resource Adequacy Rulings and shall include any local, zonal or otherwise locational attributes associated with the Facility.

“Resource Adequacy Rulings” means CPUC Decisions 04-01-050, 04-10-035, 05-10-042, 06-06-064, 06-07-031 and any subsequent CPUC ruling or decision, or any other resource adequacy laws, rules or regulations enacted, adopted or promulgated by any applicable governmental authority, as such decisions, rulings, laws, rules or regulations may be amended or modified from time-to-time during the Delivery Term.

“Station Use” means energy consumed within the Facility’s electric energy distribution system as losses, as well as energy used to operate the Facility’s auxiliary equipment. The auxiliary equipment may include, but is not limited to, forced and induced draft fans, cooling towers, boiler feeds pumps, lubricating oil systems, plant lighting, fuel handling systems, control systems, and sump pumps.

“WREGIS” means the Western Renewable Energy Generating Information System or any successor renewable energy tracking program.

“WREGIS Certificate Deficit” has the meaning set forth in Section 3.2.1.

Appendix B

INITIAL ENERGY DELIVERY DATE CONFIRMATION LETTER

In accordance with the terms of that certain Small Renewable Generator Power Purchase Agreement dated _____ (“Agreement”) by and between Pacific Gas and Electric Company (“PG&E”) and _____ (“Seller”), this letter serves to document the parties further agreement that (i) the conditions precedent to the occurrence of the Initial Energy Delivery Date have been satisfied, and (ii) Seller has scheduled and PG&E has received the energy, as specified in the Agreement, as of this _____ day of _____, _____. This letter shall confirm the Initial Energy Delivery Date, as defined in the Agreement, as the date referenced in the preceding sentence.

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed by its authorized representative as of the date of last signature provided below:

By:	By: Pacific Gas and Electric Company
Signed: _____	Signed: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Appendix C
Time of Delivery (TOD) Periods & Factors

Monthly Period	Super-Peak¹	Shoulder²	Night³
Jun – Sep	2.38	1.12	0.59
Oct.- Dec., Jan. & Feb.	1.10	.94	0.66
Mar. – May	1.22	0.90	0.61

Definitions:

1. Super-Peak (5x8) = HE (Hours Ending) 13 – 20 (Pacific Prevailing Time (PPT)), Monday - Friday (*except* NERC holidays) in the applicable Monthly Period.
2. Shoulder = HE 7 - 12, 21 and 22 PPT Monday - Friday (*except* NERC holidays); and HE 7 - 22 PPT Saturday, Sunday and *all* NERC holidays in the applicable Monthly Period.
3. Night (7x8) = HE 1 - 6, 23 and 24 PPT all days (*including* NERC holidays) in the applicable Monthly Period.

“NERC Holidays” mean the following holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Three of these days, Memorial Day, Labor Day, and Thanksgiving Day occur on the same day each year. Memorial Day is the last Monday in May; Labor Day is the first Monday in September; and Thanksgiving Day is the 4th Thursday in November. New Year’s Day, Independence Day, and Christmas Day, by definition, are predetermined dates each year. However, in the event they occur on a Sunday, the “NERC Holiday” is celebrated on the Monday immediately following that Sunday. However, if any of these days occur on a Saturday, the “NERC Holiday” remains on that Saturday.

Appendix D

COUNTERPARTY NOTIFICATION AND FORECASTING REQUIREMENTS

A. NOTIFICATION REQUIREMENTS FOR START-UP AND SHUTDOWN

Prior to paralleling to or after disconnecting from the electric system, ALWAYS notify your designated Distribution Operator as follows:

1. Call your Distribution Operator for permission to parallel before any start-up.
2. Call your Distribution Operator again after start-up with parallel time.
3. Call your Distribution Operator after any separation and report separation time as well as date and time estimate for return to service.

B. FORECASTING REQUIREMENTS

1. Seller shall abide with all established requirements and procedures described below:

(a) Generating Facilities 1000 kW and greater must comply with the CAISO Tariff and Protocols while generating facilities under 1000 kW must comply with all applicable interconnection, communication and metering rules; and

(b) Generating Facilities 100 kW and greater must provide a weekly forecast of their expected generation output.

2. Weekly Energy Forecasting Procedures.

Seller must meet all of the following requirements specified below:

Beginning the Wednesday prior to the planned Initial Energy Delivery Date of the Generating Facility, and every Wednesday thereafter, Seller will electronically provide PG&E with an Energy Forecast for the next calendar week, by no later than 5 PM Wednesday of the week preceding the week covered by the Energy Forecast.

The Weekly Energy Forecast submitted to PG&E shall:

- a) Not include any anticipated or expected electric energy losses;
- b) Be submitted using PG&E's website at <https://www.pge.com/qic>, or as otherwise instructed by PG&E;
- c) Include Seller's contact information;

d) Limit Day Ahead forecast changes to no less than 100 kW.

3. Outage and Scheduled Maintenance Reporting Procedures.

Submit outage information by posting on PG&E's website at <https://www.pge.com/qic> . If the website is unavailable, implement the procedures set forth below:

For project outages, complete the specifics below and submit by email to DAenergy@pge.com and Bilat_Settlements@pge.com

Email subject Field: dd/mm/yyyy – dd/mm/yyyy XYZ Company Project #2 Outage Notification

Email body:

Type of Outage: Planned Outage, Forced Outage, Prolonged Outage
Start Date and Start Time
Estimated or Actual End Date and End Time
Date and time when reported to PG&E and name(s) of PG&E representative(s) contacted.

C. **CHANGES TO OPERATING PROCEDURES.**

Seller understands and acknowledges that the requirements of Appendix D are subject to change by Buyer from time to time and, upon receipt of Notice of any such changes, Seller agrees to work in good faith to implement any such changes as reasonably deemed necessary by Buyer; provided that such change does not result in an increase cost of performance to Seller other than de minimis amounts.

Appendix E

Attach a description of the Facility, including a summary of its significant components, a drawing showing the general arrangements of the Facility, and a single line diagram illustrating the interconnection of the Facility and loads with PG&E's electric distribution or transmission system.



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RATE SCHEDULES

Sheet 4

SCHEDULE	TITLE OF SHEET	CAL P.U.C. SHEET NO.
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A-1	Small General Service.....	30079, 29974, 29975, 29976,30080, 30081, 30082-30086-E
A-6	Small General Time-of-Use Service.....	30087,27610,29977,29978,25981, 29760,26931, 29072-29074-E
A-10	Medium General Demand-Metered Service.....	29075, 30088, 29979, 29980, 29981, 29982, 29081, 29082,29083, 29765, 29085,29086-89-E
A-15	Direct-Current General Service	29983,29984,29768-E
E-19	Medium General Demand-Metered Time-of-Use Service	29090-29092, 30010, 30011, 26945,29094,24886,26947-26950,29805,28825,28826, 30092,29096- 29097-E
E-20	Service to Customers with Maximum Demands of 1,000 Kilowatts or More.....29098,26467,30012,30013,29100,24895,26958,22787,29808,28830,30093,29102-29103-E
E-31	Distribution Bypass Deferral Rate	20620,24899,20622-E
E-37	Medium General Demand-Metered Time-of-Use Service to Oil and Gas Extraction Customers	29104,24901,30014,30015,27613, 24904,25986,28833,29811-E
E-CARE	CARE Program Service for Qualified Nonprofit Group-Living and Qualified Agricultural Employee Housing Facilities30425-E
E-CSAC	Commercial Smart A/C Program	29962,30094,27302-E
E-PWF	Section 399.20 PPA	30263, 30264, 28700-E (T)
E-SRG	Small Renewable Generator PPA	30265, 30266, 28701-E (T)
ED	Experimental Economic Development Rate	29544-29546-E

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ELECTRIC TABLE OF CONTENTS
SAMPLE FORMS

Sheet 30

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79-984	Interval Meter Installation Service Agreement	18693-E
79-985	Interval Meter Data Management Service Agreement.....	18708-E
79-993	Agreement for Schedule E-POBMC	27810-E
79-995	Agreement for Customers Taking Service on Schedule E-31	20623-E
79-1006	Municipal Departing Load - Nonbypassable Charge Statement	25892-E
79-1029	Community Choice Aggregator (CCA) Service Agreement	27499-E
79-1031	Community Choice Aggregator (CCA) Non-Disclosure Agreement.....	25582-E
79-1039	Agricultural, Commercial, Residential Rate Schedule Selection Customer Agreement.....	30095-E
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79-1075	Notice to Add or Delete Customers Participating in the Capacity Bidding Program.....	27875-E
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79-1079	Agreement for Aggregators Participating in the Base Interruptible Load Program	28420-E
79-1080	Notice to Add or Delete Customers Participating in the Base Interruptible Program	28421-E
79-1095	Authorization to Receive Customer Information or Act on Behalf of Customer.....	29268-E
79-1096	Authorization to Receive Customer Information or act on Behalf of Customer (Spanish).....	26269-E
79-1097	Request Change of Mailing Address to a Third Party Change of Address.....	26270-E
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79-1102	Section 399.20 Power Purchase Agreement.....	30267-E (T)
79-1103	Small Renewable Generator PPA	30268-E (T)
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(Continued)

Attachment A
PG&E AL 3830-E: Summary of Proposed Changes

PG&E proposes identical modifications to the E-PWF and E-SRG standard contracts as follows:

E-SRG/E-PWF Reference	CURRENT LANGUAGE IN THE E-SRG/E-PWF STANDARD CONTRACTS	PG&E’s PROPOSED LANGUAGE IN THE E-SRG/E-PWF STANDARD CONTRACTS	REASON FOR PROPOSED REVISION
Footnote - all pages		Add the following footnotes: E-SRG Changes: Pacific Gas and Electric Company Feed-in Tariff Small Renewable Generator (E-SRG) Power Purchase Agreement E-PWF Changes: Pacific Gas and Electric Company Feed-in Tariff Public Water and Wastewater Facility (E-PWF) Power Purchase Agreement	Footnotes added to clearly identify the contract and provide uniformity.
Page 1		Add reference to new Appendix E as follows: Appendix E – Description of the Facility	Section 2.1.7 references Appendix E, but this Appendix was not previously included in the list of Appendices. This adds a reference to the new Appendix E placeholder.
Section 2.1	2.1 Facility. This Agreement governs PG&E’s purchase of energy and capacity from the electrical generating facility (hereinafter referred to as the “Facility” or “Unit”) as described in this Section.	2.1 Facility. This Agreement governs PG&E’s purchase of the Product from the electrical generating facility (hereinafter referred to as the “Facility” or “Unit” or “Project”) as described in this Section.	The defined term “Product” has been added to the standard contracts and includes energy, capacity, ancillary services and renewable and

Attachment A
PG&E AL 3830-E: Summary of Proposed Changes

PG&E proposes identical modifications to the E-PWF and E-SRG standard contracts as follows:

			greenhouse gas (“GHG”) attributes.
Sections 2.2, 2.3, 2.4, 2.5, 2.6, 5.6.1, 10.2(b),		Replace the terms “energy and capacity” with the defined term “Product.”	The defined term “Product” has been added to the form agreements and includes energy, capacity, ancillary services and renewable and GHG attributes.
Section 2.1.1	2.1.1 The Facility is located at _____ in _____ County, California.	2.1.1 The Facility is located at: _____ _____ _____ County, California.	Allows more space for the Seller to enter address information.
Section 2.1.2	2.1.2 The Facility is described as _____.	2.1.2 The Facility is named _____.	Eliminates confusion by identifying the name of the facility.
Section 2.1.4	2.1.4 The Facility has a nameplate rating of ___ kilowatts (“kW”), at unity power factor at 60 degrees Fahrenheit at sea level and has a primary voltage level of _____ kilovolts (“kV”). Seller shall not modify the Facility to increase the nameplate rating without the prior written consent of PG&E.	2.1.4 The Facility has a Nameplate of ___ kilowatts (“kW”), at unity power factor at 60 degrees Fahrenheit at sea level and has a primary voltage level of _____ kilovolts (“kV”). Seller shall not modify the Facility to increase the Nameplate without the prior written consent of PG&E. The Nameplate will be net of any Station Use, or in the case of solar it will be net of any inverter losses. The Nameplate will not exceed 1,500 kW.	To provide a definition of “Nameplate” and limit the Nameplate to 1.5 MW.
Section 2.1.7	2.1.7 A description of the Facility, including a summary of its	2.1.7 A description of the Facility, including a summary of its significant components, a	Clarifies that the Seller can interconnect its

Attachment A
PG&E AL 3830-E: Summary of Proposed Changes

PG&E proposes identical modifications to the E-PWF and E-SRG standard contracts as follows:

	significant components, a drawing showing the general arrangements of the Facility, and a single line diagram illustrating the interconnection of the Facility and loads with PG&E's electric distribution system, is attached and incorporated herein as Appendix E.	drawing showing the general arrangements of the Facility, and a single line diagram illustrating the interconnection of the Facility and loads with PG&E's electric distribution or transmission system, is attached and incorporated herein as Appendix E.	Facility to the distribution or the transmission system.
Section 2.2	2.2 Transaction. The Parties agree that the execution and performance of the Parties under this Agreement shall satisfy PG&E's obligations, if any, under the Public Utility Regulatory Policies Act and its implementing regulations, i.e., 18 C.F.R. §§ 292.303.	Delete sentence.	This is not a Public Utility Regulatory Policies Act contract.

Attachment A
PG&E AL 3830-E: Summary of Proposed Changes

PG&E proposes identical modifications to the E-PWF and E-SRG standard contracts as follows:

Section 2.4	2.4 <u>Contract Price</u> . Once both Parties have executed this Agreement PG&E shall pay Seller for each megawatt hour (“MWh”) of energy and associated capacity delivered to PG&E during each Contract Year for the Delivery Term at the applicable Market Price Referent specified below for the Facility’s actual Commercial Operation Date. Payment shall be adjusted by the appropriate Time of Delivery (“TOD”) factor listed in <u>Appendix C</u> .	2.4 <u>Contract Price</u> . PG&E shall pay Seller for each kilowatt hour (“kWh”) of the Product delivered to PG&E during each Contract Year for the Delivery Term at the applicable Market Price Referent specified below for the Facility’s actual Commercial Operation Date. Payment shall be adjusted by the appropriate Time of Delivery (“TOD”) factor listed in <u>Appendix C</u> .	Seller is not paid once the agreement is executed; rather the Seller is paid once the Facility achieves COD. Clarifying that the Seller is paid in kWh not MWh and added defined term “Product”.
Section 3	GREEN ATTRIBUTES; RESOURCE ADEQUACY BENEFITS	GREEN ATTRIBUTES; RESOURCE ADEQUACY BENEFITS; EIRP REQUIREMENTS; ERR REQUIREMENTS	Include reference to the new Eligible Intermittent Resources Protocol (“EIRP”) and Eligible Renewable Resource (“ERR”) sections.
Section 3.1	3.1 <u>Conveyance of Green Attributes</u> . Seller provides and conveys all Green Attributes from the Facility to Buyer as part of the Product (energy and capacity) delivered to Buyer for the duration of the Delivery Term. Seller represents and warrants that Seller holds the rights to all Green Attributes from the Facility, and Seller agrees to convey and hereby	3.1 Green Attributes. Seller hereby provides and conveys all Green Attributes associated with all electricity generation from the Project to Buyer as part of the Product being delivered. Seller represents and warrants that Seller holds the rights to all Green Attributes from the Project, and Seller agrees to convey and hereby conveys all such Green Attributes to Buyer as included in the delivery of the Product from	Replaces Section 3.1 to include the non-modifiable language in CPUC Decision (“D.”) 08-04-009 as modified by D.08-08-028, D.10-03-021 and D.11-01-025.

Attachment A
PG&E AL 3830-E: Summary of Proposed Changes

PG&E proposes identical modifications to the E-PWF and E-SRG standard contracts as follows:

	<p>conveys all such Green Attributes to Buyer as included in the delivery of the Product from the Facility. Further, “Green Attributes” also means any and all credits that satisfy the requirement to procure electricity from ERRs, pursuant to the California Renewables Portfolio Standard, that are directly attributable to electric production from the Facility. Seller represents that the energy, capacity, ancillary services and Green Attributes from the Facility have not been, nor will be, sold or used to satisfy any obligation other than PG&E’s California Renewables Portfolio Standard obligation.</p>	<p>the Project.</p>	
<p>Section 3.2.1</p>		<p>3.2.1 A “WREGIS Certificate Deficit” means any deficit or shortfall in WREGIS Certificates delivered to Buyer for a calendar month as compared to the metered energy for the same calendar month (“Deficient Month”). If any WREGIS Certificate Deficit is caused, or the result of any action or inaction, by Seller, then the amount of the Product in the Deficient Month shall be reduced by the amount of the WREGIS Certificate Deficit for the purposes of calculating Buyer’s payment(s) to Seller. Any amount owed by Seller to Buyer because of a WREGIS Certificate Deficit shall be made as an adjustment to</p>	<p>Adding a new section to address situation in which PG&E does not receive WREGIS Certificates, which is a material term in the PPA.</p>

Attachment A
PG&E AL 3830-E: Summary of Proposed Changes

PG&E proposes identical modifications to the E-PWF and E-SRG standard contracts as follows:

		Seller’s next monthly invoice to Buyer, and Buyer shall net such amount against Buyer’s subsequent payment(s) to Seller.	
Section 3.2.2		3.2.2 Seller warrants that all necessary steps to allow the Renewable Energy Credits transferred to Buyer to be tracked in the Western Renewable Energy Generation Information System will be taken prior to the first delivery under the contract.	Adding a new section to include the non-modifiable language in D.08-04-009 as modified by D.08-08-028, D.10-03-021 and D.11-01-025.
Section 3.4		3.4 <u>Eligible Renewable Resource</u> . Seller will use commercially reasonable efforts to achieve and maintain status as an Eligible Renewable Energy Resource or ERR per the meaning set forth in California Public Utilities Code Section 399.12 and California Public Resources Code Section 25741, as either code provision is amended or supplemented from time to time.	Adding a new section to include the non-modifiable language in D.08-04-009, as modified by D.08-08-028.
Section 3.5		<i>[The following Section 3.5 Eligible Intermittent Resources Protocol Requirements applies only to Facilities greater than 1.0 MWs]</i> 3.5 Eligible Intermittent Resources Protocol (“EIRP”) Requirements. Seller shall provide Buyer with a copy of the notice from CAISO certifying the Facility as a Participating Intermittent Resource as soon as practicable after Seller’s receipt of such notice of certification. Following such certification (i) Seller at its sole cost shall participate in and comply with EIRP and all	Adding a new section to ensure that PG&E, as the scheduling coordinator, has the ability to utilize the EIRP program, which could affect imbalance charges.

Attachment A
PG&E AL 3830-E: Summary of Proposed Changes

PG&E proposes identical modifications to the E-PWF and E-SRG standard contracts as follows:

		additional protocols issued by the CAISO relating to Participating Intermittent Resources (as defined in the CAISO Tariff), and (ii) Buyer in its limited capacity as Seller’s Scheduling Coordinator shall facilitate communication with the CAISO and provide other administrative materials to the CAISO as necessary to satisfy Seller’s obligations and to the extent such actions are at <i>de minimis</i> cost to Buyer.	
E-SRG: Section 4.3.1(a)/E-PWF: Section 4.3.1(b)	4.3.1 Seller has not received an incentive under the Self-Generation Incentive Program, as defined in CPUC D.01-03-073, or the California Solar Initiative, as defined in CPUC D.06-01-024.	4.3.1 Facility has not received an incentive under the Self-Generation Incentive Program, as defined in CPUC D.01-03-073, or the California Solar Initiative, as defined in CPUC D.06-01-024.	Clarifying that the Self-Generation Incentive Program (“SGIP”), California Solar Incentive (“CSI”), net-metering or other similar programs limitation applies to the specific Facility, not the Seller. The Seller may have received incentives for other Facilities, or the Facility may be sold to different Sellers.
E-SRG: Section 4.3.1 (c)/E-PWF Section 4.3.1(d)		Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that: (i) the Project qualifies and is certified by the California Energy Commission (“CEC”) as an Eligible Renewable Energy Resource (“ERR”) as such term is defined in Public Utilities Code Section 399.12 or Section	Adding a new section to include the non-modifiable language in D.08-04-009, as modified by D.08-08-028, D.10-03-021, and D.11-01-025.

Attachment A
PG&E AL 3830-E: Summary of Proposed Changes

PG&E proposes identical modifications to the E-PWF and E-SRG standard contracts as follows:

		399.16; and (ii) the Project’s output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law.	
E-SRG: Section 4.3.1 (d)/E-PWF Section 4.3.1(e)		Seller and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement the Renewable Energy Credits transferred to Buyer conform to the definition and attributes required for compliance with the California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law.	Adding a new section to include the non-modifiable language in D.08-04-009, as modified by D.08-08-028, D.10-03-021 and D.11-01-025.
Section 5.1	5.1 Facility Care, Interconnection and Transmission Service. If PG&E	5.1 Facility Care, Interconnection and Transmission Service. Seller shall execute a	Seller needs to execute a Small Generator

Attachment A
PG&E AL 3830-E: Summary of Proposed Changes

PG&E proposes identical modifications to the E-PWF and E-SRG standard contracts as follows:

	does not deem Seller’s existing interconnection service, equipment and agreement satisfactory for the delivery of energy under this Agreement, Seller shall execute a Small Generator Interconnection Agreement with PG&E’s Generation Interconnection Services Department and pay and be responsible for designing, installing, operating, and maintaining the Facility in accordance with all applicable laws and regulations and shall comply with all applicable PG&E, CAISO, CPUC and FERC tariff provisions, including applicable interconnection and metering requirements.	Small Generator Interconnection Agreement with PG&E’s Generation Interconnection Services Department and pay and be responsible for designing, installing, operating, and maintaining the Facility in accordance with all applicable laws and regulations and shall comply with all applicable PG&E, CAISO, CPUC and FERC tariff provisions, including applicable interconnection and metering requirements.	Interconnection Agreement under this tariff.
Section 9.1.1	9.1.1 Seller shall maintain during the performance hereof, General Liability Insurance of not less than \$1,000,000 if the Facility’s nameplate is over 100 kW, \$500,000 if the nameplate rating of the Facility is over 20 kW to 100kW or \$100,000 if the nameplate rating of the Facility is 20 kW or below of combined single limit or equivalent for bodily injury, personal injury, and property damage as the result of any one occurrence.	9.1.1 Seller shall maintain during the performance hereof, General Liability Insurance of not less than \$1,000,000 if the Facility’s Nameplate is over 100 kW, \$500,000 if the Facility’s Nameplate is over 20 kW to 100kW or \$100,000 if the Facility’s Nameplate is 20 kW or below of combined single limit or equivalent for bodily injury, personal injury, and property damage as the result of any one occurrence.	Provide consistency with the definition of Nameplate.
Section 10.1	10.1 Term. The term of this Agreement shall commence upon	10.1 Term. The term of this Agreement shall commence upon execution by the duly	PG&E does not notify Seller that PG&E can

Attachment A
PG&E AL 3830-E: Summary of Proposed Changes

PG&E proposes identical modifications to the E-PWF and E-SRG standard contracts as follows:

	the later of: (i) execution by the duly authorized representatives of each of PG&E and Seller; or (ii) when PG&E notifies Seller that PG&E can accommodate Seller’s Facility in PG&E’s proportionate share of the statewide cumulative total of 250 MW as specified in PUC Section 399.20(e), and shall remain in effect until the conclusion of the Delivery Term or unless terminated sooner pursuant to Section 10.3 of this Agreement (the “Term”).	authorized representatives of each of PG&E and Seller and shall remain in effect until the conclusion of the Delivery Term or unless terminated sooner pursuant to Section 10.3 of this Agreement (the “Term”).	accommodate Seller’s Facility, so this is not needed.
Section 14	14. APPLICABLE 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.	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.	Modified to reflect the non-modifiable language in D.08-04-009, as modified by D.08-08-028, D.10-03-021 and D.11-01-025.
Definition of	“Delivery Point” means the point of	“Delivery Point” means the point of	Consistency throughout

Attachment A
PG&E AL 3830-E: Summary of Proposed Changes

PG&E proposes identical modifications to the E-PWF and E-SRG standard contracts as follows:

“Delivery Point”	interconnection to the PG&E distribution system.	interconnection to the PG&E distribution or transmission system.	the contract. The Facility can connect to either the distribution or transmission system.
Definition of “Green Attributes”	“Green Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Facility, and its displacement of conventional energy generation. Green Attributes include but are not limited to Renewable Energy Credits, as well as: (1) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO2), methane (CH4) nitrous oxide, hydrofluoro carbons, perfluoro carbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere; (3) the reporting rights to these avoided emissions such as Green Tag Reporting Rights. Green Tag	“Green Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Project, and its avoided emission of pollutants. Green Attributes include but are not limited to Renewable Energy Credits, as well as: (1) any avoided emission of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO2), methane (CH4), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere; ¹ (3) the reporting rights to these avoided emissions, such as Green Tag Reporting Rights. Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser’s	Modified to reflect the non-modifiable language in D.08-04-009, as modified by D.08-08-028, D.10-03-021 and D.11-01-025.

Attachment A
PG&E AL 3830-E: Summary of Proposed Changes

PG&E proposes identical modifications to the E-PWF and E-SRG standard contracts as follows:

	<p>Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser’s discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of energy. Green Attributes do not include: (i) any energy, capacity, reliability or other power attributes from the Facility; (ii) production tax credits associated with the construction or operation of the energy projects and other financial incentives in the form of credits, reductions, or allowances associated with the project that are applicable to a state or federal income taxation obligation; (iii) fuel-related subsidies or “tipping fees” that may be paid to Seller to</p>	<p>discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of Energy. Green Attributes do not include (i) any energy, capacity, reliability or other power attributes from the Project, (ii) production tax credits associated with the construction or operation of the Project and other financial incentives in the form of credits, reductions, or allowances associated with the project that are applicable to a state or federal income taxation obligation, (iii) fuel-related subsidies or “tipping fees” that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, or (iv) emission reduction credits encumbered or used by the Project for compliance with local, state, or federal operating and/or air quality permits. If the Project is a biomass or biogas facility and Seller receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributed to its fuel usage, it shall provide</p>	
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Attachment A
PG&E AL 3830-E: Summary of Proposed Changes

PG&E proposes identical modifications to the E-PWF and E-SRG standard contracts as follows:

	accept certain fuels, or local subsidies received by the generator for the destruction of particular pre-existing pollutants or the promotion of local environmental benefits; or (iv) emission reduction credits encumbered or used by the Facility for compliance with local, state, or federal operating and/or air quality permits. If Seller’s Facility is a biomass or landfill gas facility and Seller receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributed to its fuel usage, it shall provide Buyer with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from such facility.	Buyer with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from the Project.	
Definition of “Nameplate”		“Nameplate” has the meaning set forth in Section 2.1.4.	Add a definition of “Nameplate”.
Definition of “Product”		“Product” means the energy, capacity and all ancillary products, services or attributes similar to the foregoing which are or can be produced by or associated with the Facility, including, without limitation, renewable attributes, Renewable Energy Credits, Resource Adequacy Benefits and Green Attributes.	Add a definition of “Product”.

Attachment A
PG&E AL 3830-E: Summary of Proposed Changes

PG&E proposes identical modifications to the E-PWF and E-SRG standard contracts as follows:

Definition of “Renewable Energy Credit”	“Renewable Energy Credit” has the meaning set forth in Public Utilities Code Section 399.12(g), as may be amended from time to time or as further defined or supplemented by Law.	“Renewable Energy Credit” has the meaning set forth in Public Utilities Code Section 399.12(f), as may be amended from time to time or as further defined or supplemented by Law.	Update the reference to Public Utilities Code Section 399.12(f)
Definition of “Station Use”	“Station use”	“Station Use”	Capitalize terms in definition.
Definition of “WREGIS Certificate Deficit”		“WREGIS Certificate Deficit” has the meaning set forth in Section 3.2.1	Add a definition of “WREGIS Certificate Deficit”.
APPENDIX B	Blank as there were no signature lines previously.	Include Signature lines.	No signature lines previously included.
Appendix D: B2	Beginning the Wednesday prior to the planned Initial Operation of the Generating Facility, Seller will electronically provide PG&E with an Energy Forecast for the next calendar week, by no later than 5 PM Wednesday of the week preceding the week covered by the Energy Forecast.	Beginning the Wednesday prior to the planned Initial Energy Delivery Date of the Generating Facility, and every Wednesday thereafter, Seller will electronically provide PG&E with an Energy Forecast for the next calendar week, by no later than 5 PM Wednesday of the week preceding the week covered by the Energy Forecast.	Clarifying Initial Operation to mean the Initial Energy Delivery Date, and requiring weekly forecasts.
Appendix D: B2(b)	Be using PG&E’s website at https://www.pge.com/qic with Login and password information to be provided, or as otherwise instructed by PG&E;	Be submitted using PG&E’s website at https://www.pge.com/qic , or as otherwise instructed by PG&E;	Update notification and forecasting requirements.
Appendix D: B3	Send notices of extended outages and proposed scheduled maintenances to PG&E’s Internet site (QFSchedules@pge.com). Access and your password to this	Submit outage information by posting on PG&E’s website at https://www.pge.com/qic . If the website is unavailable, implement the procedures set forth below:	Update notification and forecasting requirements.

Attachment A
PG&E AL 3830-E: Summary of Proposed Changes

PG&E proposes identical modifications to the E-PWF and E-SRG standard contracts as follows:

	<p>web site will be provided upon execution of the power purchase agreement.</p>	<p>For project outages, complete the specifics below and submit by email to DAenergy@pge.com and Bilat_Settlements@pge.com</p> <p>Email subject Field: dd/mm/yyyy – dd/mm/yyyy XYZ Company Project #2 Outage Notification</p> <p>Email body: Type of Outage: Planned Outage, Forced Outage, Prolonged Outage Start Date and Start Time Estimated or Actual End Date and End Time Date and time when reported to PG&E and name(s) of PG&E representative(s) contacted.</p>	
<p>Appendix D: C</p>		<p>C. CHANGES TO OPERATING PROCEDURES.</p> <p>Seller understands and acknowledges that the requirements of Appendix D are subject to change by Buyer from time to time and, upon receipt of Notice of any such changes, Seller agrees to work in good faith to implement any such changes as reasonably deemed necessary by Buyer; provided that such change does not result in an increase cost of performance to Seller other than de minimis amounts.</p>	<p>Update notification and forecasting requirements.</p>
<p>Appendix E</p>		<p>Add new Appendix E</p>	<p>Section 2.1.7 refers to</p>

Attachment A
PG&E AL 3830-E: Summary of Proposed Changes

PG&E proposes identical modifications to the E-PWF and E-SRG standard contracts as follows:

		Attach a description of the Facility, including a summary of its significant components, a drawing showing the general arrangements of the Facility, and a single line diagram illustrating the interconnection of the Facility and loads with PG&E's electric distribution or transmission system.	Appendix E (but this Appendix was not previously included), added a place holder for the Facility to include additional documents.
E-PWF Section 4.4 to 16		Correct section numbering	Updated to reflect the appropriate section numbers.

Attachment A
PG&E AL 3830-E: Summary of Proposed Changes

PG&E proposes modifications to the E-SRG Tariff as follows:

E-SRG Tariff Reference	CURRENT LANGUAGE IN THE E-SRG TARIFF	PG&E's PROPOSED LANGUAGE IN THE E-SRG TARIFF	REASON FOR PROPOSED REVISION
APPLICABILITY	<p>Service under this Schedule is on a first-come-first-served basis and shall be closed to new customers once the combined rated generating capacity of Eligible Renewable Energy Resource within PG&E's service territory reaches 104.603 megawatts, as set forth in D. 07-07-027, effective July 26, 2007.</p> <p>Service under this Schedule is not available to customers who either:(1) currently have a power purchase arrangement with PG&E for deliveries from the same facility; or(2) previously had a power purchase arrangement with PG&E, for deliveries from the same facility that Seller terminated during the three(3) years immediately prior to the date of signing a Small Renewable Generator PPA, unless PG&E otherwise agrees in its sole discretion.</p> <p>An electric generation facility must meet the criteria listed in Public Utilities Code section 399.20(b) as follows:</p> <p>(1) Has an effective capacity of not</p>	<p>Service under this Schedule is on a first-come-first-served basis and shall be closed to new customers once the combined rated generating capacity of Eligible Renewable Energy Resource within PG&E's service territory reaches 104.603 megawatts, as set forth in D. 07-07-027, effective July 26, 2007. Service under this Schedule is not available to customers who either: (1) currently have a power purchase arrangement with PG&E for deliveries from the same facility; or (2) previously had a power purchase arrangement with PG&E, for deliveries from the same facility that was terminated during the three (3) years immediately prior to the date of signing a Small Renewable Generator PPA, unless PG&E otherwise agrees in its sole discretion.</p> <p>An electric generation facility must meet the criteria listed in Public Utilities Code section 399.20(b) as follows:</p> <p>(1) Has an Effective Capacity of not more than one and 1.5 megawatts and is located on property owned or under the control of the customer.</p> <p>(2) Is interconnected and operates in parallel</p>	<p>Seller does not have termination rights under the contract. The Facility can connect to either the distribution or transmission system.</p>

Attachment A
PG&E AL 3830-E: Summary of Proposed Changes

PG&E proposes modifications to the E-SRG Tariff as follows:

	<p>more than one and one-half megawatts and is located on property owned or under the control of the customer.</p> <p>(2) Is interconnected and operates in parallel with the electric transmission and distribution grid.</p> <p>(3) Is strategically located and interconnected to the electric transmission system in a manner that optimizes the deliverability of electricity generated at the facility to load centers.</p> <p>(4) Is an eligible renewable energy resource, as defined in Section 399.12.</p>	<p>with the electric transmission and distribution grid.</p> <p>(3) Is strategically located and interconnected to the electric transmission or distribution system in a manner that optimizes the deliverability of electricity generated at the facility to load centers.</p> <p>(4) Is an Eligible Renewable Energy Resource, as defined in Section 399.12 and California Public Resources Code Section 25741, as either code provision may be amended or supplemented from time to time.</p>	
SPECIAL CONDITIO NS (3b)	<p>Effective Capacity – The capacity of the eligible renewable generator as established by the manufacturer that is available for use either at-site to meet customer load or exported to the grid for sale to PG&E under the Small Renewable Generator PPA. PG&E will use either the nameplate rating of the eligible renewable generator if no inverter is used, or the inverter rating if the generator is inverter based.</p>	<p>Effective Capacity – The Effective Capacity will be net of any Station Use, or in the case of solar, it will be net of any inverter losses. The Effective Capacity will not exceed 1.5 megawatts. The term “Nameplate” defined in Section 2.1.4 of the Section 399.20 Power Purchase Agreement has the same meaning as the term “Effective Capacity” used in this schedule.</p>	<p>Clarifying the Effective Capacity is net of Station Use.</p>
SPECIAL CONDITIO		<p>Station Use - Energy consumed within the Facility’s electric energy distribution system</p>	<p>Add definition of Station Use.</p>

Attachment A
PG&E AL 3830-E: Summary of Proposed Changes

PG&E proposes modifications to the E-SRG Tariff as follows:

NS (3c)		as losses, as well as energy used to operate the Facility’s auxiliary equipment. The auxiliary equipment may include, but is not limited to, forced and induced draft fans, cooling towers, boiler feeds pumps, lubricating oil systems, plant lighting, fuel handling systems, control systems, and sump pumps.	
SPECIAL CONDITIO NS (4)	4. Electrical interconnection to support this tariff shall be accomplished using PG&E’s Small Generator Interconnection Procedures (SGIP) as filed and approved by the Federal Energy Regulatory Commission (FERC) for distribution and transmission voltage service interconnections, effective August 27, 2006. As part of that electrical interconnection process, the customer and PG&E will execute a FERC- approved Small Generator Interconnection Agreement (SGIA). Service under this tariff is not available to customers interconnecting to PG&E’s Secondary Network.	4. Electrical interconnection to support this Schedule shall be accomplished using PG&E’s Wholesale Distribution Tariff Attachment I for distribution voltage interconnection and CAISO’s Tariff Appendix Y (effective December 19, 2010) for transmission voltage interconnection. As part of the electrical interconnection process, the customer, PG&E, and the CAISO (if transmission) will execute a FERC-approved Small Generator Interconnection Agreement (“SGIA”). Service under this Schedule is not available to customers interconnecting to PG&E’s Secondary Network.	Clarifying the interconnection tariffs for distribution and transmission. Facilities are not able to connect to PG&E’s Secondary Network under this tariff.

Attachment A
PG&E AL 3830-E: Summary of Proposed Changes

PG&E proposes modifications to the E-PWF Tariff as follows:

E-PWF Tariff Reference	CURRENT LANGUAGE IN THE E-PWF TARIFF	PG&E's PROPOSED LANGUAGE IN THE E-PWF TARIFF	REASON FOR PROPOSED REVISION
APPLICABILITY	(3) Is strategically located and interconnected to the electric transmission system in a manner that optimizes the deliverability of electricity generated at the facility to load centers.	(3) Is strategically located and interconnected to the electric transmission or distribution system in a manner that optimizes the deliverability of electricity generated at the facility to load centers.	The Facility can connect to either the distribution or transmission system.
SPECIAL CONDITIONS (3c)	Effective Capacity – The capacity of the eligible renewable generator as established by the manufacturer that is available for use either at-site to meet customer load or exported to the grid for sale to PG&E under the Small Renewable Generator PPA. PG&E will use either the nameplate rating of the eligible renewable generator if no inverter is used, or the inverter rating if the generator is inverter based.	Effective Capacity – The Effective Capacity will be net of any Station Use, or in the case of solar, it will be net of any inverter losses. The Effective Capacity will not exceed 1.5 megawatts. The term “Nameplate” defined in Section 2.1.4 of the Section 399.20 Power Purchase Agreement has the same meaning as the term “Effective Capacity” used in this schedule.	Clarifying the Effective Capacity is net of Station Use.
SPECIAL CONDITIONS (3e)		Station Use - Energy consumed within the Facility’s electric energy distribution system as losses, as well as energy used to operate the Facility’s auxiliary equipment. The auxiliary equipment may include, but is not limited to, forced and induced draft fans, cooling towers, boiler feeds pumps, lubricating oil systems, plant lighting, fuel handling systems, control systems, and sump pumps.	Add definition of Station Use.

Attachment A
PG&E AL 3830-E: Summary of Proposed Changes

PG&E proposes modifications to the E-PWF Tariff as follows:

<p>SPECIAL CONDITIO NS (4)</p>	<p>4. Electrical interconnection to support this tariff shall be accomplished using PG&E’s Small Generator Interconnection Procedures (SGIP) as filed and approved by the Federal Energy Regulatory Commission (FERC) for distribution and transmission voltage service interconnections, effective August 27, 2006. As part of that electrical interconnection process, the customer and PG&E shall execute a FERC- approved Small Generator Interconnection Agreement (SGIA). Service under this tariff is not available to customers interconnecting to PG&E’s Secondary Network.</p>	<p>4. Electrical interconnection to support this Schedule shall be accomplished using PG&E’s Wholesale Distribution Tariff Attachment I for distribution voltage interconnection and CAISO’s Tariff Appendix Y (effective December 19, 2010) for transmission voltage interconnection. As part of the electrical interconnection process, the customer, PG&E, and the CAISO (if transmission) will execute a FERC-approved Small Generator Interconnection Agreement (“SGIA”). Service under this Schedule is not available to customers interconnecting to PG&E’s Secondary Network.</p>	<p>Clarifying the interconnection tariffs for distribution and transmission. Facilities are not able to connect to PG&E’s Secondary Network under this tariff.</p>
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PG&E Advice 3830-E
April 15, 2011

Attachment B

Red-line of Schedule E-PWF
SECTION 399.20 PPA



ELECTRIC SCHEDULE E-PWF
SECTION 399.20 PPA

Sheet 1

APPLICABILITY: This Schedule is optional for customers who meet the definition of an Eligible Public Water Facility or Eligible Public Wastewater Facility and own an Eligible Renewable Energy Resource as defined in the Special Conditions section of this Schedule, with a total ~~effective generation capacity~~ Effective Capacity of not more than 1.5 megawatts.

Service under this Schedule is on a first-come-first-served basis and shall be closed to new customers once the combined rated generating capacity of Eligible Renewable Energy Resource within PG&E's service territory reaches 104.603 megawatts, as set forth in D. 07-07-027, effective July 26, 2007.

An electric generation facility must meet the criteria listed in Public Utilities Code section 399.20(b) as follows:

- (1) Has an ~~effective capacity~~ Effective Capacity of not more than ~~one and one-half~~ 1.5 megawatts and is located on property owned or under the control of the customer.
- (2) Is interconnected and operates in parallel with the electric transmission and distribution grid.
- (3) Is strategically located and interconnected to the electric transmission or distribution system in a manner that optimizes the deliverability of electricity generated at the facility to load centers.
- (4) Is an ~~eligible renewable energy resource~~ Eligible Renewable Energy Resource, as defined in Section ~~399.12~~ 399.12 and California Public Resources Code Section 25741, as either code provision may be amended or supplemented from time to time.

(N)

 (N)

TERRITORY: The entire territory served.

RATES: The customer's otherwise applicable tariff schedule (OAS) shall apply except as follows:

PG&E shall purchase the output produced by an Eligible Renewable Energy Resource at the price and pursuant to the terms set forth in Section 2.4 of the Section 399.20 Power Purchase Agreement at the applicable Market-Price-Referent (MPR) in the table in Section 6 of this Schedule ~~for~~ from the date the Eligible Renewable Energy Resource begins actual commercial operation.

- 1. Required Contract: Section 399.20 Power Purchase Agreement that the customer has submitted to PG&E and that both the customer and PG&E have signed is required prior to receiving service under this Schedule.
- 2. Participation in other PG&E Programs: As set forth in Decision 07-07-027, customers taking service under this Schedule may not obtain benefits from both this Schedule and the Self-Generation Incentive Program, net energy metering programs, the California Solar Initiative, or other similar programs

(T)

(Continued)



ELECTRIC SCHEDULE E-PWF
SECTION 399.20 PPA

Sheet 2

SPECIAL
 CONDITIONS:
 (cont'd)

3. Definitions: The following definitions are applicable to service provided under this Schedule.
 - a. Eligible Public Wastewater Facility - Any facility owned by a state, local, or federal agency and used in the treatment or reclamation of sewage and industrial wastes, and located on property owned or under the control of the public water or wastewater agency. (T)
 - b. Eligible Public Water Facility – Any facility owned by a state, local or federal agency that develops, stores, distributes or supplies water and located on property owned or under the control of the public water or wastewater agency.
 - c. Eligible Renewable Energy Resource – An electric generating facility as defined in Public Utilities Code Section 399.12 and California Public Resources Code Section 25741, as either code provision may be amended or supplemented from time to time.
 - ~~d. Effective Capacity – The capacity of the eligible renewable generator as established by the manufacturer that is available for use either at site to meet customer load or exported to the grid for sale to PG&E under the Section 399.20 PPA. PG&E will use either the nameplate rating of the eligible renewable generator if no inverter is used, or the inverter rating if the generator is inverter based.~~
 - d. Effective Capacity – The Effective Capacity will be net of any Station Use, or in the case of solar, it will be net of any inverter losses. The Effective Capacity will not exceed 1.5 megawatts. The term "Nameplate" defined in Section 2.1.4 of the Section 399.20 Power Purchase Agreement has the same meaning as the term "Effective Capacity" used in this schedule.
 - e. Station Use - Energy consumed within the Facility's electric energy distribution system as losses, as well as energy used to operate the Facility's auxiliary equipment. The auxiliary equipment may include, but is not limited to, forced and induced draft fans, cooling towers, boiler feeds pumps, lubricating oil systems, plant lighting, fuel handling systems, control systems, and sump pumps.
4. Electrical interconnection to support this ~~tariff~~Schedule shall be accomplished using PG&E's ~~Small Generator Interconnection Procedures (SGIP) as filed and approved by the Federal Energy Regulatory Commission (FERC) for distribution and transmission voltage service interconnections, effective August 27, 2006.~~Wholesale Distribution Tariff Attachment I for distribution voltage interconnection and CAISO's Tariff Appendix Y (effective December 19, 2010) for transmission voltage interconnection. As part of ~~that~~the electrical interconnection process, the customer, PG&E, and ~~PG&E shall~~the CAISO (if transmission) will execute a FERC- approved Small Generator Interconnection Agreement ("SGIA"). Service under this Schedule is not available to customers interconnecting to PG&E's Secondary Network.
5. Metering Requirements: ~~Seller~~The customer shall comply with all applicable rules in installing a meter appropriate for deliveries pursuant to the Full Buy/Sell or Excess Sale arrangement selected in ~~paragraph~~Section 2.2 of the Section 399.20 Power Purchase Agreement, which can be electronically read daily by: (a) a telephone and modem; (b) an analog or digital phone connection; or (c) an internet portal address for PG&E's Energy Data Services ("EDS"). ~~Seller~~The customer

(N)
 |
 |
 |
 (N)

(Continued)



ELECTRIC SCHEDULE E-PWF
SECTION 399.20 PPA

Sheet 2

shall be responsible for procuring and maintaining the communication link to electronically retrieve this metering data.

(Continued)

Advice Letter No: 3410-E
Decision No.

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed January 27, 2009
Effective January 27, 2009
Resolution No. E-4137



ELECTRIC SCHEDULE E-PWF
SECTION 399.20 PPA

Sheet 3

SPECIAL
 CONDITIONS:
 (cont'd)

6. The Market Price Referent (MPR) is stated in the table below, which the Commission approved in Resolution E-~~4298~~4298, effective December 17, 2009. (T)

Adopted 2009 Market Price Referents
 (Nominal - dollars/kWh)

Resource Type	10-Year	15-Year	20-Year
2010 Baseload MPR	0.08448	0.09066	0.09674
2011 Baseload MPR	0.08843	0.09465	0.10098
2012 Baseload MPR	0.09208	0.09852	0.10507
2013 Baseload MPR	0.09543	0.10223	0.10898
2014 Baseload MPR	0.09872	0.10593	0.11286
2015 Baseload MPR	0.10168	0.10944	0.11647
2016 Baseload MPR	0.10488	0.11313	0.12020
2017 Baseload MPR	0.10834	0.11695	0.12404
2018 Baseload MPR	0.11204	0.12090	0.12800
2019 Baseload MPR	0.11598	0.12499	0.13209
2020 Baseload MPR	0.12018	0.12922	0.13630
2021 Baseload MPR	0.12465	0.13359	0.14064

(N)

(N)

(Continued)

Advice Letter No: ~~3584~~3410-E Issued by **Brian K. Cherry** Date Filed ~~December 23,~~ January 27, 2009
 Decision No. **3C0** Effective January 4, 2010
 Vice President Regulatory Relations Resolution No. E-~~4298~~4137

PG&E Advice 3830-E
April 15, 2011

Attachment C

Red-line of Form 79-1102
Section 399.20 Power Purchase Agreement

SECTION 399.20
POWER PURCHASE AGREEMENT
BETWEEN

_____ **AND**
PACIFIC GAS AND ELECTRIC COMPANY

PACIFIC GAS AND ELECTRIC COMPANY, a California Corporation (“PG&E” or “Buyer”), and _____ (“Seller”) hereby enter into this Power Purchase Agreement (“Agreement”). Seller and PG&E are sometimes referred to in this Agreement jointly as “Parties” or individually as “Party.” In consideration of the mutual promises and obligations stated in this Agreement and its appendices, the Parties agree as follows:

1. DOCUMENTS INCLUDED; DEFINED TERMS

This Agreement includes the following appendices, which are specifically incorporated herein and made a part of this Agreement.

Appendix A - Definitions

Appendix B - Initial Energy Delivery Date Confirmation Letter

Appendix C - Time of Delivery (“TOD”) Periods and Factors

Appendix D - Counterparty Notification Requirements for Outage and Generation Schedule Changes

[Appendix E - Description of the Facility](#)

2. SELLER’S GENERATING FACILITY, PURCHASE PRICES AND PAYMENT

2.1 Facility. This Agreement governs PG&E’s purchase of ~~energy and capacity~~ the Product from the electrical generating facility (hereinafter referred to as the “Facility” or “Unit” or “Project”) as described in this Section.

2.1.1 The Facility is located at:

~~2.1.1 The Facility is located at~~ _____ ~~in~~ _____
County, California.

2.1.2 The Facility is ~~described as~~ named _____.

2.1.3 The Facility's primary fuel is _____ [i.e. biogas, hydro, etc.].

2.1.4 The Facility has a ~~nameplate rating~~ Nameplate of ____ kilowatts ("kW"), at unity power factor at 60 degrees Fahrenheit at sea level and has a primary voltage level of ____ kilovolts ("kV"). Seller shall not modify the Facility to increase the ~~nameplate rating~~ Nameplate without the prior written consent of PG&E. The Nameplate will be net of any Station Use, or in the case of solar it will be net of any inverter losses. The Nameplate will not exceed 1,500 kW.

2.1.5 The Facility is connected to the PG&E electric system at _____ kV.

2.1.6 If not already capable of delivering energy on the Execution Date, the Facility's scheduled Commercial Operation Date is _____.

2.1.7 A description of the Facility, including a summary of its significant components, a drawing showing the general arrangements of the Facility, and a single line diagram illustrating the interconnection of the Facility and loads with PG&E's electric distribution or transmission system, is attached and incorporated herein as Appendix E.

2.1.8 The name and address PG&E uses to locate the electric service account(s) and premises used to interconnect the Facility with PG&E's distribution systems is:

2.2 Transaction. During the Delivery Term of this Agreement, as provided in Section 2.3, Seller shall sell and deliver, or cause to be delivered, and PG&E shall purchase and receive, or cause to be received, ~~energy produced by and capacity provided~~ the Product from the Facility, up to ~~1500~~ 1,500 kW, at the Delivery Point, as defined pursuant to Section 5.1, pursuant to Seller's election of a (check one) full buy/sell or excess sale arrangement as described in paragraphs 2.2.1 and 2.2.2 below. PG&E shall pay Seller the Contract Price, set forth in Section 2.4, in accordance with the terms hereof. In no event shall Seller have the right to procure the ~~energy or capacity~~ Product from sources other than the Facility for sale or delivery to PG&E under this Agreement or substitute such ~~energy or capacity~~ Product. PG&E shall have no obligation to receive or purchase ~~energy or capacity~~ the Product from Seller prior to the Initial Energy Delivery Date, as defined in Section 2.3, or after the end of the Delivery Term, as defined in Section 2.3. ~~The Parties agree that the execution and performance of the Parties under this Agreement shall satisfy PG&E's obligations, if any, under the Public Utility Regulatory Policies Act and its implementing regulations, i.e., 18 C.F.R. §§ 292.303.~~

2.2.1 Full Buy/Sell. Seller agrees to sell to PG&E the Facility’s gross output in kilowatt-hours, net of Station Use and transformation and transmission losses to the Delivery Point into the PG&E system, together with all Green Attributes and Resource Adequacy Benefits. Seller shall purchase all energy required to serve the Facility’s on-site load, net of ~~station-use~~Station Use, from PG&E pursuant to PG&E’s applicable retail rate schedule.

2.2.2 Excess Sale. Seller agrees to sell to PG&E the Facility’s gross output in kilowatt-hours, net of Station Use and any on-site use by Seller and transformation and transmission losses to the Delivery Point into the PG&E system. Seller agrees to convey to PG&E all Green Attributes and Resource Adequacy Benefits associated with the energy sold to PG&E.

2.3 Delivery Term. The Seller shall deliver the ~~energy and capacity~~Product from the Facility to PG&E for a period of (check one) ten (10), fifteen (15), or twenty (20) Contract Years (“Delivery Term”), which shall commence on the first date on which energy is delivered from the Facility to PG&E (“Initial Energy Delivery Date”) under this Agreement and continue until the end of the last Contract Year unless terminated by the terms of this Agreement. The Initial Energy Delivery Date shall occur only when all of the following conditions have been satisfied:

(i) the Commercial Operation Date has occurred, if the Facility was not in operation prior to the Execution Date of this Agreement;

(ii) the Facility’s status as an Eligible Renewable Energy Resource, is demonstrated by Seller’s receipt of certification from the ~~CEC~~California Energy Commission (“CEC”) and is registered in WREGIS; and

(iii) as evidence of the Initial Energy Delivery Date, the Parties shall execute and exchange the “Initial Energy Delivery Date Confirmation Letter” attached hereto as Appendix B on the Initial Energy Delivery Date.

2.4 Contract Price. ~~Once both Parties have executed this Agreement~~ PG&E shall pay Seller for each ~~megawatt-kilowatt~~ hour (“~~MWh~~kWh”) of ~~energy and associated capacity~~the Product delivered to PG&E during each Contract Year for the Delivery Term at the applicable Market Price Referent specified below for the Facility’s actual Commercial Operation Date. Payment shall be adjusted by the appropriate Time of Delivery (“TOD”) factor listed in Appendix C.

Adopted 2009 Market Price Referents¹ (Nominal - dollars/kWh)			
Resource Type	10-Year	15-Year	20-Year
2010 Baseload MPR	0.08448	0.09066	0.09674

¹ Note: Using 2010 as the base year, Staff calculates MPRs for 2010-2021 that reflect different project online dates. Link to 2009 MPR Model: <http://www.cpuc.ca.gov/PUC/energy/Renewables/mpr>

2011 Baseload MPR	0.08843	0.09465	0.10098
2012 Baseload MPR	0.09208	0.09852	0.10507
2013 Baseload MPR	0.09543	0.10223	0.10898
2014 Baseload MPR	0.09872	0.10593	0.11286
2015 Baseload MPR	0.10168	0.10944	0.11647
2016 Baseload MPR	0.10488	0.11313	0.12020
2017 Baseload MPR	0.10834	0.11695	0.12404
2018 Baseload MPR	0.11204	0.12090	0.12800
2019 Baseload MPR	0.11598	0.12499	0.13209
2020 Baseload MPR	0.12018	0.12922	0.13630
2021 Baseload MPR	0.12465	0.13359	0.14064

2.5 Billing. PG&E shall pay Seller by check or Automated Clearing House transfer within approximately thirty (30) days of the meter reading date if the value of the purchased energyProduct in a month is at least fifty dollars (\$50); if less, PG&E may pay Seller quarterly. PG&E shall have the right, but not the obligation, to read the Facility’s meter on a daily basis.

2.6 Title and Risk of Loss. Title to and risk of loss related to the energy producedProduct from ~~and capacity provided by~~ the Facility shall transfer from Seller to PG&E at the Delivery Point. Seller warrants that it will deliver to PG&E all energy and capacity ~~the Product~~ from the Facility free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any person arising prior to the Delivery Point.

2.7 No Additional Incentives. Seller agrees that during the Term of this Agreement, Seller shall not seek additional compensation or other benefits pursuant to the Self-Generation Incentive Program, as defined in CPUC California Public Utilities Commission (“CPUC”) Decision (“D.”) 01-03-073, the California Solar Initiative, as defined in CPUC D.06-01-024, PG&E’s net energy metering tariff, or other similar California ratepayer subsidized program relating to energy production with respect to the Facility.

2.8 Private Energy Producer. Seller agrees to provide to Buyer copies of each of the documents identified in PUC California Public Utilities Code (“PUC”) Section 2821(d)(1), if applicable, as may be amended from time to time, as evidence of Seller’s compliance with such PUC section. Such documentation shall be provided to Buyer within thirty (30) days of Seller’s receipt of written request ~~therefor~~.

3. GREEN ATTRIBUTES; RESOURCE ADEQUACY BENEFITS ; EIRP REQUIREMENTS; ERR REQUIREMENTS

3.1 ~~Conveyance of Green Attributes~~. Seller hereby provides and conveys all Green Attributes associated with all electricity generation from the Facility Project to Buyer as part of the Product ~~(energy and capacity) being delivered to Buyer for the duration of the Delivery Term~~. Seller represents and warrants that Seller holds the rights to all Green Attributes from the Facility Project, and Seller agrees to convey and hereby conveys all such Green Attributes to Buyer as included in the delivery of the Product from the Facility. ~~Further, “Green Attributes” also means any and all credits that satisfy the requirement to procure electricity from ERRs, pursuant to the California Renewables Portfolio Standard, that are directly attributable to electric production from the Facility. Seller represents that the energy, capacity, ancillary services and Green Attributes from the Facility have not been, nor will be, sold or used to satisfy any obligation other than PG&E’s California Renewables Portfolio Standard obligation.~~ Project.

3.2 WREGIS. Prior to the Initial Energy Delivery Date, Seller shall register the Facility in WREGIS and take all other actions necessary to ensure that the energy produced from the Facility is tracked for purposes of satisfying the California Renewables Portfolio Standard requirements, as may be amended or supplemented by the CPUC or CEC from time to time. Seller warrants that all it shall take all necessary steps to ensure the Renewable Energy Credits transferred to Buyer under this Agreement are tracked in WREGIS and transferred in a timely manner to Buyer through WREGIS for purposes of satisfying Buyer’s California Renewables Portfolio Standard Requirements, as may be amended or supplemented by the CPUC or CEC from time to time.

3.2.1 A “WREGIS Certificate Deficit” means any deficit or shortfall in WREGIS Certificates delivered to Buyer for a calendar month as compared to the metered energy for the same calendar month (“Deficient Month”). If any WREGIS Certificate Deficit is caused, or the result of any action or inaction, by Seller, then the amount of the Product in the Deficient Month shall be reduced by the amount of the WREGIS Certificate Deficit for the purposes of calculating Buyer’s payment(s) to Seller. Any amount owed by Seller to Buyer because of a WREGIS Certificate Deficit shall be made as an adjustment to Seller’s next monthly invoice to Buyer, and Buyer shall net such amount against Buyer’s subsequent payment(s) to Seller.

3.2.2 Seller warrants that all necessary steps to allow the Renewable Energy Credits transferred to Buyer to be tracked in the Western Renewable Energy Generation Information System will be taken prior to the first delivery under the contract.

3.3 Resource Adequacy Benefits. In accordance with PUC Section 399.20(g), Seller conveys to PG&E all Resource Adequacy Benefits attributable to the physical generating capacity of Seller’s Facility to enable PG&E to count such capacity towards PG&E’s resource adequacy requirement for purposes of PUC Section 380. Seller shall take all reasonable actions and execute documents and instructions necessary to enable Buyer to secure Resource Adequacy Benefits; Seller shall comply with all applicable reporting requirements.

3.4 Eligible Renewable Resource. Seller will use commercially reasonable efforts to achieve and maintain status as an Eligible Renewable Energy Resource or ERR per the meaning set forth in California Public Utilities Code Section 399.12 and California Public

Resources Code Section 25741, as either code provision is amended or supplemented from time to time.

[The following Section 3.5 Eligible Intermittent Resources Protocol Requirements applies only to Facilities greater than 1.0 MWs]

3.5 Eligible Intermittent Resources Protocol (“EIRP”) Requirements. Seller shall provide Buyer with a copy of the notice from CAISO certifying the Facility as a Participating Intermittent Resource as soon as practicable after Seller’s receipt of such notice of certification. Following such certification: (i) Seller at its sole cost shall participate in and comply with EIRP and all additional protocols issued by the CAISO relating to Participating Intermittent Resources (as defined in the CAISO Tariff), and (ii) Buyer in its limited capacity as Seller’s Scheduling Coordinator shall facilitate communication with the CAISO and provide other administrative materials to the CAISO as necessary to satisfy Seller’s obligations and to the extent such actions are at *de minimis* cost to Buyer.

4. REPRESENTATION AND WARRANTIES; COVENANTS

4.1 Representations and Warranties. On the Execution Date, each Party represents and warrants to the other Party that:

4.1.1 it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;

4.1.2 the execution, delivery and performance of this Agreement is 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;

4.1.3 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;

4.1.4 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;

4.1.5 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; and

4.1.6 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 other Party in so doing, and is capable of assessing the merits of, and understands and accepts, the terms, conditions and risks of this Agreement.

4.2 General Covenants. Each Party covenants that throughout the Term of this Agreement:

4.2.1 it shall continue to be duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;

4.2.2 it shall maintain (or obtain from time to time as required, including through renewal, as applicable) all regulatory authorizations necessary for it to legally perform its obligations under this Agreement; and

4.2.3 it shall perform its obligations under this Agreement in a manner that does 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.

4.3 Seller Representation and Warranty and Covenant.

4.3.1 Representation and Warranty. In addition to the representations and warranties specified in Section 4.1, Seller makes the following additional representations and warranties as of the Execution Date:

(a) Seller's Facility is (check one) a facility owned by a state, local, or federal agency and used in the treatment or reclamation of sewage and industrial wastes; or a facility owned by a state, local, or federal agency that develops, stores, distributes or supplies water.

(b) ~~Seller~~The Facility has not received an incentive under the Self-Generation Incentive Program, as defined in CPUC D.01-03-073, ~~or~~ the California Solar Initiative, as defined in CPUC D.06-01-~~024~~.024, or PG&E's net energy metering tariff.

(c) Seller's execution of this Agreement will not violate PUC Section 2821(d)(1) if applicable.

(d) Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that: (i) the Project qualifies and is certified by the CEC as an Eligible Renewable Energy Resource ("ERR") as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Project's output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law.

(e) Seller and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement the Renewable Energy Credits transferred to Buyer conform to the definition and attributes required for compliance with the California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent

decision of the California Public Utilities Commission or by subsequent legislation. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law.

4.3.2 Covenant. Seller hereby covenants that throughout the Term of the Agreement, the Facility is, or will qualify prior to the Initial Energy Delivery Date, as an ERR, specifically, Seller and, if applicable, its successors, represents and warrants throughout the term of the Delivery Term of each Transaction entered into under this Agreement that: (a) the Unit(s) qualifies and is certified by the CEC as an Eligible Renewable Energy Resource; and (b) the Unit(s) output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law.

5. GENERAL CONDITIONS

5.1 ~~4.4~~ Facility Care, Interconnection and Transmission Service. ~~If PG&E does not deem Seller's existing interconnection service, equipment and agreement satisfactory for the delivery of energy under this Agreement,~~ Seller shall execute a Small Generator Interconnection Agreement with PG&E's Generation Interconnection Services Department and pay and be responsible for designing, installing, operating, and maintaining the Facility in accordance with all applicable laws and regulations and shall comply with all applicable PG&E, CAISO, CPUC and FERC tariff provisions, including applicable interconnection and metering requirements. Seller shall also comply with any modifications, amendments or additions to the applicable tariff and protocols. During the Delivery Term, Seller shall arrange and pay independently for any and all necessary costs under any interconnection agreement with PG&E. To make deliveries to PG&E, Seller must maintain an interconnection agreement with PG&E in full force and effect.

5.2 ~~4.5~~ Metering Requirements. Seller shall comply with all applicable rules in installing a meter appropriate for deliveries pursuant to the Full Buy/Sell or Excess Sale arrangement selected in paragraph 2.2, above, which can be electronically read daily by: (a) a telephone and modem; (b) an analog or digital phone connection; or (c) an internet portal address for PG&E's Energy Data Services ("EDS"). Seller shall be responsible for procuring and maintaining the communication link to electronically retrieve this metering data.

5.3 ~~4.6~~ Standard of Care. Seller shall: (a) maintain and operate the Facility and Interconnection Facilities, except facilities installed by PG&E, in conformance with all applicable laws and regulations and in accordance with Good Utility Practices, as defined by PG&E's Wholesale Distribution Tariff and the CAISO Tariff, as they may be amended, supplemented or replaced (in whole or in part) from time to time; (b) obtain any governmental authorizations and permits required for the construction and operation

thereof; and (c) generate, schedule and perform transmission services in compliance with all applicable operating policies, criteria, rules, guidelines and tariffs and Good Utility Practices, as provided in clause (a) above. Seller shall reimburse PG&E for any and all losses, damages, claims, penalties, or liability PG&E incurs as a result of Seller's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of the Facility throughout the Term of this Agreement.

5.4 ~~4.7~~ Access Rights. PG&E, its authorized agents, employees and inspectors shall have the right to inspect the Facility on reasonable advance notice during normal business hours and for any purposes reasonably connected with this Agreement or the exercise of any and all rights secured to PG&E by law, or its tariff schedules, PG&E Interconnection Handbook, and rules on file with the CPUC. PG&E shall make reasonable efforts to coordinate its emergency activities with the Safety and Security Departments, if any, of the Facility operator. Seller shall keep PG&E advised of current procedures for communicating with the Facility operator's Safety and Security Departments.

5.5 ~~4.8~~ Protection of Property. Each Party shall be responsible for protecting its own facilities from possible damage resulting from electrical disturbances or faults caused by the operation, faulty operation, or non-operation of the other Party's facilities and such other Party shall not be liable for any such damages so caused.

5.6 ~~4.9~~ PG&E Performance Excuse; Seller Curtailment.

~~4.9.1~~ 5.6.1 PG&E Performance Excuse. PG&E shall not be obligated to accept or pay for ~~energy produced by or capacity provided~~ the Product from the Facility during a Dispatch Down Period, or Force Majeure, as defined in Appendix A.

~~4.9.2~~ 5.6.2 Seller Curtailment. PG&E may require Seller to interrupt or reduce deliveries of energy: (a) when necessary to construct, install, maintain, repair, replace, remove, or investigate any of its equipment or part of PG&E's transmission system or distribution system or facilities; or (b) if PG&E or the CAISO determines that curtailment, interruption, or reduction is necessary because of a System Emergency, as defined in the CAISO Tariff, Forced Outage, Force Majeure as defined in Appendix A, or compliance with Good Utility Practice, as such term is defined in the CAISO Tariff.

5.7 ~~4.10~~ Notices of Outages. Whenever possible, PG&E shall give Seller reasonable notice of the possibility that interruption or reduction of deliveries may be required.

5.8 ~~4.11~~ Greenhouse Gas Emissions: During the Term, Seller acknowledges that a Governmental Authority may require Buyer to take certain actions with respect to greenhouse gas emissions attributable to the generation of ~~Energy~~ energy, including, but not limited to, reporting, registering, tracking, allocating for or accounting for such emissions. Promptly following Buyer's written request, Seller agrees to take all commercially reasonable actions and execute or provide any and all documents, information or

instruments with respect to generation by the ~~Project~~Facility reasonably necessary to permit Buyer to comply with such requirements, if any.

6. ~~5.~~ INDEMNITY

Each Party as indemnitor shall save harmless and indemnify the other Party and the directors, officers, and employees of such other Party against and from any and all loss and liability for injuries to persons including employees of either Party, and damages, including property of either Party, resulting from or arising out of: (a) the engineering, design, construction, maintenance, or operation of; or (b) the installation of replacements, additions, or betterments to the indemnitor's facilities. This indemnity and save harmless provision shall apply notwithstanding the active or passive negligence of the indemnitee. Neither Party shall be indemnified for liability or loss, resulting from its sole negligence or willful misconduct. The indemnitor shall, on the other Party's request, defend any suit asserting a claim covered by this indemnity and shall pay all costs, including reasonable attorney fees that may be incurred by the other Party in enforcing this indemnity.

7. ~~6.~~ LIMITATION OF DAMAGES

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED UNLESS EXPRESSLY HEREIN PROVIDED. NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. UNLESS EXPRESSLY HEREIN PROVIDED, AND SUBJECT TO THE PROVISIONS OF SECTION 6 (INDEMNITY), IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE.

8. ~~7.~~ NOTICES

Notices shall, unless otherwise specified herein, be in writing and may be delivered by hand delivery, United States mail, overnight courier service, facsimile or electronic messaging (e-mail). 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. A notice sent by facsimile transmission or 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 unless it confirms a prior oral communication, in which case any such notice shall be deemed received on the day sent. A Party may change its addresses by providing notice of same in accordance with this provision. All written notices shall be directed as follows:

TO PG&E: Pacific Gas and Electric Company
Attention: Manager, Contract Management
245 Market Street, Mail Code N12E
San Francisco, CA 94177-0001

TO SELLER: _____

9. ~~8.~~ INSURANCE

9.1 ~~8.1~~ General Liability Coverage.

9.1.1 ~~8.1.1~~ Seller shall maintain during the performance hereof, General Liability Insurance² of not less than \$1,000,000 if the Facility's ~~nameplate~~ Nameplate is over 100 kW, \$500,000 if the ~~nameplate rating of the~~ Facility's Nameplate is over 20 kW to 100kW or \$100,000 if the ~~nameplate rate of the~~ Facility's Nameplate is 20 kW or below of combined single limit or equivalent for bodily injury, personal injury, and property damage as the result of any one occurrence.

9.1.2 ~~8.1.2~~ General Liability Insurance shall include coverage for Premises-Operations, Owners and Contractors Protective, Products/Completed Operations Hazard, Explosion, Collapse, Underground, Contractual Liability, and Broad Form Property Damage including Completed Operations.

9.1.3 ~~8.1.3~~ Such insurance shall provide for thirty (30) days written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.

9.2 ~~8.2~~ Additional Insurance Provisions.

² Governmental agencies which have an established record of self-insurance may provide the required coverage through self-insurance.



~~8.2.1~~9.2.1 Evidence of coverage described above in Paragraph 9.1 shall state that coverage provided in primary and is not excess to or contributing with any insurance or self-insurance maintained by PG&E.

~~8.2.2~~9.2.2 PG&E shall have the right to inspect or obtain a copy of the original policy(ies) of insurance.

~~8.2.3~~9.2.3 Seller shall furnish the required certificates and endorsements to PG&E prior to commencing operation.

~~8.2.4~~9.2.4 All insurance certificates, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to the following:

Pacific Gas and Electric Company
Attention: Manager, Insurance Department
77 Beale Street, Room E280
San Francisco, CA 94105

10. ~~9.~~ TERM, DEFAULT, TERMINATION EVENT AND TERMINATION

10.1 ~~9.1~~ Term. The term of this Agreement shall commence upon ~~the later of:~~ (i) execution by the duly authorized representatives of each of PG&E and Seller; ~~or (ii) when PG&E notifies Seller that PG&E can accommodate Seller's Facility in PG&E's proportionate share of the statewide cumulative total of 250 MW as specified in PUC Section 399.20(e);~~ and shall remain in effect until the conclusion of the Delivery Term or unless terminated sooner pursuant to Section 10.3 of this Agreement (the "Term"). All indemnity rights shall survive the termination of this Agreement for twelve (12) months.

10.2 ~~9.2~~ Termination Event. Buyer shall be entitled to terminate the Agreement upon the occurrence of any of the following, each of which is a "Termination Event":

- (a) The Facility has not achieved Commercial Operation within eighteen (18) months of the Execution Date of this Agreement;
- (b) Seller has not sold or delivered ~~energy~~the Product from the Facility to PG&E for a period of twelve (12) consecutive months;
- (c) Seller breaches its covenant to maintain its status as an ERR as set forth in Section 4.3.2 of the Agreement.

10.3 ~~9.3~~ Termination.

~~9.3.1~~ 10.3.1 Declaration of a Termination Event. If a Termination Event has occurred and is continuing, Buyer shall have the right to: (a) send notice, designating a day, no earlier than five (5) days after such notice is deemed to be received (as provided in Section 8) and no later than twenty (20) days after such notice is deemed to be received (as provided in Section 8), as an early termination date of this Agreement (“Early Termination Date”) unless Seller has timely communicated with Buyer and the Parties have agreed to resolve the circumstances giving rise to the ~~termination~~ Termination Event; (b) accelerate all amounts owing between the Parties; and (c) terminate this Agreement and end the Delivery Term effective as of the Early Termination Date.

~~9.3.2~~ 10.3.2 Release of Liability for Termination Event. Upon termination of this Agreement pursuant to Section 10.3.1, neither Party shall be under any further obligation or subject to liability hereunder, except with respect to the indemnity provision in Section 6 hereof, which shall remain in effect for a period of twelve (12) months following the Early Termination Date.

11. ~~10.~~ SCHEDULING

11.1 Scheduling Obligations. PG&E shall be Seller’s designated Scheduling Coordinator (as defined by CAISO ~~tariff~~ Tariff). PG&E will schedule Seller’s project using Prudent Utility Practices and Seller shall employ Prudent Utility Practices and exercise reasonable efforts to operate and maintain its project. All generation interconnection and scheduling services shall be performed in accordance with all applicable operating policies, criteria, guidelines and tariffs of the CAISO or its successor, and any other generally accepted operational requirements. Seller, at its own expense, shall be responsible for complying with all applicable contractual, metering and interconnection requirements. Seller shall promptly notify PG&E of significant (i.e., greater than 100 kW) changes to its energy schedules using PG&E’s web site (see Appendix D). Seller will exercise reasonable efforts to comply with conditions that might arise if the CAISO modifies or amends its tariffs, standards, requirements, and/or protocols in the future.

11.2 CAISO Charges.

11.2.1 CAISO Charge Obligations. PG&E and Seller shall cooperate to minimize CAISO delivery imbalances and any resulting fees, liabilities, assessments or similar charges assessed by the CAISO (“CAISO Charges”) to the extent possible, and shall each promptly notify the other as soon as possible of any material loss of system capability, deviation or imbalance that is occurring or has occurred. Seller shall reimburse PG&E for any CAISO Charges that PG&E incurs as a result of Seller’s loss of system capability, deviation, or imbalance. Any such CAISO Charges reimbursable to PG&E shall be limited to the period until the commencement of the next settlement period following Seller’s notification for which the delivery schedule can be adjusted. Notwithstanding anything to the contrary herein, in the event Seller makes a change to its schedule on the actual date and time of delivery for any reason (other than an adjustment imposed by CAISO) which results in differences between the project’s actual generation and the scheduled generation (whether in part or in whole), Seller shall use reasonable efforts to

notify PG&E. PG&E will make commercially reasonable efforts to accommodate Seller's changes and mitigate any imbalance penalties or charges levied for such changes.

11.2.2 CAISO Penalties. Seller shall be responsible for any "non-Performance Penalties" assessed to PG&E by the CAISO ("CAISO Penalties"), under the CAISO Tariff Enforcement Protocol, and not due to any fault of PG&E, which shall include, without limitation, any deviation, imbalance or uninstructed energy charges or penalties payable to the CAISO that are due to the fault of Seller. To the extent that Seller materially deviates from its energy schedules (other than an adjustment imposed by the CAISO, a deviation due to any fault of PG&E, or an excused Seller failure to deliver, whether for reasons of Force Majeure or otherwise), and such departure results in CAISO Penalties being assessed to PG&E, such CAISO Penalties shall be passed on to Seller. Any such CAISO Penalties passed on to Seller shall be limited to the period until the commencement of the next settlement period following Seller's notification (as described above) for which the delivery schedule can be adjusted.

12. ~~11.~~ CONFIDENTIALITY

Seller authorizes PG&E to release to the ~~California Energy Commission~~ ("~~CEC~~")CEC and/or the CPUC information regarding the Facility, including the Seller's name and location, and the size, location and operational characteristics of the Facility, the Term, the ERR type, the Initial Energy Delivery Date and the net power rating of the Facility, as requested from time to time pursuant to the CEC's or CPUC's rules and regulations.

13. ~~12.~~ ASSIGNMENT

Neither Party shall assign this Agreement or its rights hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, either Party may, without the consent of the other Party (and without relieving itself from liability hereunder), transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof to its financing providers and the financing provider(s) shall assume the payment and performance obligations provided under this Agreement with respect to the transferring Party provided, however, that in each such case, any such assignee shall agree in writing to be bound by the terms and conditions hereof and so long as the transferring Party delivers such tax and enforceability assurance as the non-transferring Party may reasonably request.

~~13. — APPLICABLE 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.~~

14. 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.

15. ~~14.~~ SEVERABILITY

If any provision in this Agreement is determined to be invalid, void or unenforceable by the CPUC or any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Agreement and the Parties shall use their best efforts to modify this Agreement to give effect to the original intention of the Parties.

16. ~~15.~~ 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 facsimile or PDF transmission will be deemed as effective as delivery of an originally executed counterpart. Each Party delivering an executed counterpart of this Agreement by facsimile or PDF transmission 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.

17. ~~16.~~ GENERAL

The CPUC has reviewed and approved this Agreement. No amendment to or modification of this Agreement shall be enforceable unless reduced to writing and executed by both parties. 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 term “including” when used in this Agreement shall be by way of example only and shall not be considered in any way to be in limitation. The headings used herein are for convenience and reference purposes only.

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed by its authorized representative as of the date of last signature provided below.

PACIFIC GAS AND ELECTRIC COMPANY

By: _____ Date: _____

Name: _____

Title: _____

SELLER

By: _____ Date: _____

Name: _____

Title: _____



Appendix A DEFINITIONS

“Business Day” means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday during the hours of 8:00 a.m. and 5:00 p.m. local time for the relevant Party’s principal place of business where the relevant Party in each instance shall be the Party from whom the notice, payment or delivery is being sent.

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

“CAISO Tariff” *means the CAISO FERC Electric Tariff, ~~Third~~Fifth Replacement Volume No. 1, as amended from time to time.*

“California Renewables Portfolio Standard” means the renewable energy program and policies ~~established by Senate Bill 1038 and 1078~~, codified in California Public Utilities Code Sections 399.11 through 399.20 and California Public Resources Code Sections 25740 through 25751, as such provisions may be amended or supplemented from time to time.

“CEC” means the California Energy Commission or its successor agency.

“Commercial Operation Date” means the date on which the Facility is operating and is in compliance with applicable interconnection and system protection requirements, and able to produce and deliver energy to PG&E pursuant to the terms of this Agreement.

“Contract Year” means a period of twelve (12) consecutive months with the first Contract Year commencing on the first day of the month immediately following the Initial Energy Delivery Date and each subsequent Contract Year commencing on the anniversary of the Initial Energy Delivery Date.

“CPUC” means the California Public Utilities Commission, or successor entity.

“Delivery Point” means the point of interconnection to the PG&E distribution or transmission system.

“Dispatch Down Period” means: (a) curtailments ordered by the CAISO or PG&E as a result of a System Emergency, as defined in the CAISO Tariff; or (b) scheduled or unscheduled maintenance on PG&E’s transmission, distribution or interconnection facilities that prevents Buyer from receiving Delivered Energy at the Delivery Point. Notwithstanding the foregoing sentence, Buyer shall have the option in its sole discretion to curtail Seller’s energy deliveries up to ~~50~~ (50) hours each calendar year.

“Eligible Renewable Energy Resource” or “ERR” has the meaning set forth in Public Utilities Code Sections 399.12 and California Public Resources Code Section 25741, as either code provision may be amended or supplemented from time to time.

“Execution Date” means the latest signature date found at the end of the Agreement.

“FERC” means the Federal Energy Regulatory Commission or any successor government agency.

“Forced Outage” means any unplanned reduction or suspension of the electrical output from the Facility resulting in the unavailability of the Facility, in whole or in part, in response to a mechanical, electrical, or hydraulic control system trip or operator-initiated trip in response to an alarm or equipment malfunction and any other unavailability of the Facility for operation, in whole or in part, for maintenance or repair that is not a scheduled maintenance outage and not the result of Force Majeure.

“Force Majeure” means any event or circumstance which wholly or partly prevents or delays the performance of any material obligation arising under this Agreement, but only if and to the extent (i) such event is not within the reasonable control, directly or indirectly, of the Party seeking to have its performance obligation(s) excused thereby, (ii) the Party seeking to have its performance obligation(s) excused thereby has taken all reasonable precautions and measures to prevent or avoid such event or mitigate the effect of such event on such Party’s ability to perform its obligations under this Agreement and which by the exercise of due diligence such Party could not reasonably have been expected to avoid and which by the exercise of due diligence it has been unable to overcome, and (iii) such event is not the direct or indirect result of the negligence or the failure of, or caused by, the Party seeking to have its performance obligations excused thereby. Force Majeure shall not be based on: (i) PG&E’s inability economically to use or resell the energy or capacity purchased hereunder; (ii) Seller’s ability to sell the energy, capacity or other benefits produced by or associated with the Facility at a price greater than the price set forth in this Agreement, (iii) Seller’s inability to obtain approvals of any type for the construction, operation, or maintenance of the Facility; (iv) Seller’s inability to obtain sufficient fuel to operate the Facility, except if Seller’s inability to obtain sufficient fuel is caused by an event of Force Majeure of the specific type described in any of subsections (i) through (iv) of this definition of Force Majeure; (v) a Forced Outage except where such Forced Outage is caused by an event of Force Majeure of the specific type described in any of subsections (i) through (iv) of this definition of Force Majeure; (vi) a strike or labor dispute limited only to Seller, Seller’s affiliates, the Engineering, Procurement, and Construction Contractor or subcontractors thereof; or (vii) any equipment failure not caused by an event of Force Majeure of the specific type described in any of subsections (i) through (iv) of this definition of Force Majeure.

“Green Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the ~~Facility~~Project, and its ~~displacement of conventional energy generation~~avoided emission of pollutants. Green Attributes include but are not limited to Renewable Energy Credits, as well as: (1) any avoided ~~emissions~~emission of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, ~~hydrofluoro-carbons;~~ ~~perfluoro-carbons~~hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations

Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere;³ (3) the reporting rights to these avoided emissions, such as Green Tag Reporting Rights. Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser's discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of ~~energy~~Energy. Green Attributes do not include— (i) any energy, capacity, reliability or other power attributes from the ~~Facility~~Project, (ii) production tax credits associated with the construction or operation of the ~~energy projects~~Project and other financial incentives in the form of credits, reductions, or allowances associated with the project that are applicable to a state or federal income taxation obligation;³ (iii) fuel-related subsidies or “tipping fees” that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular ~~pre-existing~~preexisting pollutants or the promotion of local environmental benefits;³ or (iv) emission reduction credits encumbered or used by the ~~Facility~~Project for compliance with local, state, or federal operating and/or air quality permits. If ~~Seller's Facility~~the Project is a biomass or ~~landfill gas~~biogas facility and Seller receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributed to its fuel usage, it shall provide Buyer with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from ~~such facility~~the Project.

“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 becomes effective during the Delivery Term; or any binding interpretation of the foregoing.

“Market Price Referent” means the market price referent applicable to this Agreement, as determined by the CPUC in accordance with Public Utilities Code Section 399.15(c), as may be amended or modified from time to time.

“Nameplate” has the meaning set forth in Section 2.1.4.

“Product” means the energy (net of Station Use), capacity and all ancillary products, services or attributes similar to the foregoing which are or can be produced by or associated with the Facility, including, without limitation, renewable attributes, Renewable Energy Credits, Resource Adequacy Benefits and Green Attributes.

³ Avoided emissions may or may not have any value for GHG compliance purposes. Although avoided emissions are included in the list of Green Attributes, this inclusion does not create any right to use those avoided emissions to comply with any GHG regulatory program.

“Renewable Energy Credit” has the meaning set forth in Public Utilities Code Section 399.12(~~g~~f), as may be amended from time to time or as further defined or supplemented by Law.

“Resource Adequacy Benefits” means the rights and privileges attached to the Facility that satisfy any entity’s resource adequacy obligations, as those obligations are set forth in any Resource Adequacy Rulings and shall include any local, zonal or otherwise locational attributes associated with the Facility.

“Resource Adequacy Rulings” means CPUC Decisions 04-01-050, 04-10-035, 05-10-042, 06-06-064, 06-07-031 and any subsequent CPUC ruling or decision, or any other resource adequacy laws, rules or regulations enacted, adopted or promulgated by any applicable governmental authority, as such decisions, rulings, laws, rules or regulations may be amended or modified from time-to-time during the Delivery Term.

“Station ~~use~~Use” means energy consumed within the Facility’s electric energy distribution system as losses, as well as energy used to operate the Facility’s auxiliary equipment. The auxiliary equipment may include, but is not limited to, forced and induced draft fans, cooling towers, boiler feeds pumps, lubricating oil systems, plant lighting, fuel handling systems, control systems, and sump pumps.

“WREGIS” means the Western Renewable Energy Generating Information System or any successor renewable energy tracking program.

“WREGIS Certificate Deficit” has the meaning set forth in Section 3.2.1.

Appendix B

INITIAL ENERGY DELIVERY DATE CONFIRMATION LETTER

In accordance with the terms of that certain Section 399.20 Power Purchase Agreement dated _____ (“Agreement”) by and between Pacific Gas and Electric Company (“PG&E”) and _____ (“Seller”), this letter serves to document the parties further agreement that (i) the conditions precedent to the occurrence of the Initial Energy Delivery Date have been satisfied, and (ii) Seller has scheduled and PG&E has received the energy, as specified in the Agreement, as of this _____ day of _____, _____. This letter shall confirm the Initial Energy Delivery Date, as defined in the Agreement, as the date referenced in the preceding sentence.

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed by its authorized representative as of the date of last signature provided below:

By:

By: Pacific Gas and Electric Company

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Appendix C
Time of Delivery (TOD) Periods & Factors

Monthly Period	Super-Peak¹	Shoulder²	Night³
Jun – Sep	2. <u>3820</u>	1.12	0. <u>569</u>
Oct.- Dec., Jan. & Feb.	1. <u>1006</u>	. <u>943</u>	0. <u>676</u>
Mar. – May	1. <u>2215</u>	0. <u>9085</u>	0.6 <u>14</u>

Definitions:

1. Super-Peak (5x8) = HE (Hours Ending) 13 – 20 (Pacific Prevailing Time (PPT)), Monday - Friday (*except* NERC holidays) in the applicable Monthly Period.
2. Shoulder = HE 7 - 12, 21 and 22 PPT, Monday - Friday (*except* NERC holidays); and HE 7 - 22 PPT Saturday, Sunday and *all* NERC holidays in the applicable Monthly Period.
3. Night (7x8) = HE 1 - 6, 23 and 24 PPT all days (*including* NERC holidays) in the applicable Monthly Period.

“NERC Holidays” mean the following holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Three of these days, Memorial Day, Labor Day, and Thanksgiving Day occur on the same day each year. Memorial Day is the last Monday in May; Labor Day is the first Monday in September; and Thanksgiving Day is the 4th Thursday in November. New Year’s Day, Independence Day, and Christmas Day, by definition, are predetermined dates each year. However, in the event they occur on a Sunday, the “NERC Holiday” is celebrated on the Monday immediately following that Sunday. However, if any of these days occur on a Saturday, the “NERC Holiday” remains on that Saturday.

Appendix D

COUNTERPARTY NOTIFICATION AND FORECASTING REQUIREMENTS

A. NOTIFICATION REQUIREMENTS FOR START-UP AND SHUTDOWN

Prior to paralleling to or after disconnecting from the electric system, ALWAYS notify your designated Distribution Operator as follows:

1. Call your Distribution Operator for permission to parallel before any start-up.
2. Call your Distribution Operator again after start-up with parallel time.
3. Call your Distribution Operator after any separation and report separation time as well as date and time estimate for return to service.

B. FORECASTING REQUIREMENTS

1. Seller shall abide with all established requirements and procedures described below:
 - (a) Generating Facilities 1000 kW and greater must comply with the CAISO Tariff and Protocols while generating facilities under 1000 kW must comply with all applicable interconnection, communication and metering rules; and
 - (b) Generating Facilities 100 kW and greater must provide a weekly forecast of their expected generation output.
2. Weekly Energy Forecasting Procedures.

Seller must meet all of the following requirements specified below:

Beginning the Wednesday prior to the planned Initial ~~Operation~~Energy Delivery Date of the Generating Facility, and every Wednesday thereafter, Seller will electronically provide PG&E with an Energy Forecast for the next calendar week, by no later than 5 PM Wednesday of the week preceding the week covered by the Energy Forecast.

The Weekly Energy Forecast submitted to PG&E shall:

- a) Not include any anticipated or expected electric energy losses;
- b) Be submitted using PG&E's website at <https://www.pge.com/qic> ~~with Login and password information to be provided~~, or as otherwise instructed by PG&E;
- c) Include Seller's contact information;
- d) Limit Day Ahead forecast changes to no less than 100 kW.

~~2.~~ 3. Outage and Scheduled Maintenance Reporting Procedures.

Submit outage information by posting on PG&E's website at <https://www.pge.com/qic> . If the website is unavailable, implement the procedures set forth below:

For project outages, complete the specifics below and submit by email to DAenergy@pge.com and Bilat_Settlements@pge.com

Email subject Field: [dd/mm/yyyy – dd/mm/yyyy XYZ Company Project #2 Outage Notification](#)

Email body:

[Type of Outage: Planned Outage, Forced Outage, Prolonged Outage](#)

[Start Date and Start Time](#)

[Estimated or Actual End Date and End Time](#)

[Date and time when reported to PG&E and name\(s\) of PG&E representative\(s\) contacted.](#)

C. CHANGES TO OPERATING PROCEDURES.

Seller understands and acknowledges that the requirements of Appendix D are subject to change by Buyer from time to time and, upon receipt of Notice of any such changes, Seller agrees to work in good faith to implement any such changes as reasonably deemed necessary by Buyer; provided that such change does not result in an increase cost of performance to Seller other than de minimis amounts.

Appendix E

~~Send notices of extended outages and proposed scheduled maintenances to PG&E's Internet site (QFSchedules@pge.com). Access and your password to this web site will be provided upon execution of the power purchase agreement.~~

Attach a description of the Facility, including a summary of its significant components, a drawing showing the general arrangements of the Facility, and a single line diagram illustrating the interconnection of the Facility and loads with PG&E's electric distribution or transmission system.

PG&E Advice 3830-E
April 15, 2011

Attachment D

Red-line of Schedule E-SRG
SMALL RENEWABLE GENERATOR PPA



ELECTRIC SCHEDULE E-SRG
SMALL RENEWABLE GENERATOR PPA

Sheet 1

APPLICABILITY: This Schedule is optional for customers who meet the definition of an Eligible Renewable Energy Resource as defined in the Special Conditions section of this Schedule, with a total ~~effective generation capacity~~ Effective Capacity of not more than 1.5 megawatts.

Service under this Schedule is on a first-come-first-served basis and shall be closed to new customers once the combined rated generating capacity of Eligible Renewable Energy Resource within PG&E's service territory reaches 104.603 megawatts, as set forth in D. 07-07-027, effective July 26, 2007. Service under this Schedule is not available to customers who either: (1) currently have a power purchase arrangement with PG&E for deliveries from the same facility; or (2) previously had a power purchase arrangement with PG&E, for deliveries from the same facility that ~~Seller~~ was terminated during the three (3) years immediately prior to the date of signing a Small Renewable Generator PPA, unless PG&E otherwise agrees in its sole discretion.

An electric generation facility must meet the criteria listed in Public Utilities Code section 399.20(b) as follows:

- (1) Has an ~~effective capacity~~ Effective Capacity of not more than ~~one and one-half~~ 1.5 megawatts and is located on property owned or under the control of the customer.
- (2) Is interconnected and operates in parallel with the electric transmission and distribution grid.
- (3) Is strategically located and interconnected to the electric transmission or distribution system in a manner that optimizes the deliverability of electricity generated at the facility to load centers.
- (4) Is an ~~eligible renewable energy resource~~ Eligible Renewable Energy Resource, as defined in Section ~~399.12-399.12~~ and California Public Resources Code Section 25741, as either code provision may be amended or supplemented from time to time.

(N)

 (N)

TERRITORY: The entire territory served.

RATES: The customer's otherwise applicable tariff schedule (OAS) shall apply except as follows:

PG&E shall purchase the output produced by an Eligible Renewable Energy Resource pursuant to the terms set forth in Section 2.4 of the Small Renewable Power Purchase Agreement at the applicable Market-Price-Referent (MPR) in the table in Section 6 of this Schedule ~~for~~ from the date the Eligible Renewable Energy Resource begins actual commercial operation.

- SPECIAL CONDITIONS:**
- 1. Required Contract: A Small Renewable Power Purchase Agreement that the customer has submitted to PG&E and that both the customer and PG&E have signed is required prior to receiving service under this Schedule.
 - 2. Participation in other PG&E Programs: As set forth in Decision 07-07-027, customers taking service under this Schedule may not obtain benefits from both this Schedule and the Self-Generation Incentive Program, net energy metering programs, the California Solar Initiative, or other similar programs.

(T)

(Continued)



ELECTRIC SCHEDULE E-SRG
SMALL RENEWABLE GENERATOR PPA

Sheet 2

SPECIAL
 CONDITIONS:
 (cont'd)

3. Definitions: The following definitions are applicable to service provided under this Schedule.
 - ~~a. Eligible Renewable Energy Resource – An electric generating facility as defined in Public Utilities Code Section 399.12 and California Public Resources Code Section 25741, as either code provision may be amended or supplemented from time to time.~~
 - ~~b. Effective Capacity – The capacity of the eligible renewable generator as established by the manufacturer that is available for use either at site to meet customer load or exported to the grid for sale to PG&E under the Small Renewable Generator PPA. PG&E will use either the nameplate rating of the eligible renewable generator if no inverter is used, or the inverter rating if the generator is inverter based.~~
 - b. Effective Capacity – The Effective Capacity will be net of any Station Use, or in the case of solar, it will be net of any inverter losses. The Effective Capacity will not exceed 1.5 megawatts. The term “Nameplate” defined in Section 2.1.4 of the Small Renewable Power Purchase Agreement has the same meaning as the term “Effective Capacity” used in this Schedule.
 - c. Station Use - Energy consumed within the Facility’s electric energy distribution system as losses, as well as energy used to operate the Facility’s auxiliary equipment. The auxiliary equipment may include, but is not limited to, forced and induced draft fans, cooling towers, boiler feeds pumps, lubricating oil systems, plant lighting, fuel handling systems, control systems, and sump pumps.
4. Electrical interconnection to support this ~~tariff~~Schedule shall be accomplished using PG&E’s ~~Small Generator Interconnection Procedures (SGIP) as filed and approved by the Federal Energy Regulatory Commission (FERC) for distribution and transmission voltage service interconnections, effective August 27, 2006.~~Wholesale Distribution Tariff Attachment I for distribution voltage interconnection and CAISO’s Tariff Appendix Y (effective December 19, 2010) for transmission voltage interconnection. As part of ~~that~~the electrical interconnection process, the customer, PG&E, and ~~PG&E~~the CAISO (if transmission) will execute a FERC- approved Small Generator Interconnection Agreement (“SGIA”). Service under this Schedule is not available to customers interconnecting to PG&E’s Secondary Network.
5. Metering Requirements: ~~Seller~~The customer shall comply with all applicable rules in installing a meter appropriate for deliveries pursuant to the Full Buy/Sell or Excess Sale arrangement selected in ~~paragraph~~Section 2.2 of the Small Renewable Power Purchase Agreement, which can be electronically read daily by: (a) a telephone and modem; (b) an analog or digital phone connection; or (c) an internet portal address for PG&E’s Energy Data Services (“EDS”). ~~Seller~~The customer shall be responsible for procuring and maintaining the communication link to electronically retrieve this metering data.

(N)
 |
 |
 |
 (N)

(Continued)



ELECTRIC SCHEDULE E-SRG
SMALL RENEWABLE GENERATOR PPA

Sheet 3

SPECIAL
 CONDITIONS:
 (cont'd)

6. The Market Price Referent (MPR) is stated in the table below, which the Commission approved in Resolution E-4298, effective December 17, 2009. (T)
 (T)

Adopted 2009 Market Price Referents
 (Nominal - dollars/kWh)

Resource Type	10-Year	15-Year	20-Year
2010 Baseload MPR	0.08448	0.09066	0.09674
2011 Baseload MPR	0.08843	0.09465	0.10098
2012 Baseload MPR	0.09208	0.09852	0.10507
2013 Baseload MPR	0.09543	0.10223	0.10898
2014 Baseload MPR	0.09872	0.10593	0.11286
2015 Baseload MPR	0.10168	0.10944	0.11647
2016 Baseload MPR	0.10488	0.11313	0.12020
2017 Baseload MPR	0.10834	0.11695	0.12404
2018 Baseload MPR	0.11204	0.12090	0.12800
2019 Baseload MPR	0.11598	0.12499	0.13209
2020 Baseload MPR	0.12018	0.12922	0.13630
2021 Baseload MPR	0.12465	0.13359	0.14064

(N)
 (N)

(Continued)

Advice Letter No: 3584~~3410~~-E Issued by Brian K. Cherry Date Filed December 23,~~January 27,~~ 2009
 Decision No. 3C0 Effective January 4,~~2010~~ 2009
 Vice President Regulatory Relations Resolution No. E-4298~~4137~~

PG&E Advice 3830-E
April 15, 2011

Attachment E

Red-line of Form 79-1103
Small Renewable Generator Power Purchase Agreement

**SMALL RENEWABLE GENERATOR
POWER PURCHASE AGREEMENT
BETWEEN**

_____ **AND**
PACIFIC GAS AND ELECTRIC COMPANY

PACIFIC GAS AND ELECTRIC COMPANY, a California Corporation (“PG&E” or “Buyer”), and _____ (“Seller”) hereby enter into this Power Purchase Agreement (“Agreement”). Seller and PG&E are sometimes referred to in this Agreement jointly as “Parties” or individually as “Party.” In consideration of the mutual promises and obligations stated in this Agreement and its appendices, the Parties agree as follows:

1. DOCUMENTS INCLUDED; DEFINED TERMS

This Agreement includes the following appendices, which are specifically incorporated herein and made a part of this Agreement.

Appendix A - Definitions

Appendix B - Initial Energy Delivery Date Confirmation Letter

Appendix C - Time of Delivery (“TOD”) Periods and Factors

Appendix D - Counterparty Notification Requirements for Outage and Generation Schedule Changes

[Appendix E - Description of the Facility](#)

2. SELLER’S GENERATING FACILITY, PURCHASE PRICES AND PAYMENT

2.1 Facility. This Agreement governs PG&E’s purchase of ~~energy and capacity~~ the Product from the electrical generating facility (hereinafter referred to as the “Facility” or “Unit” or “Project”) as described in this Section.

2.1.1 The Facility is located at:

~~2.1.1 The Facility is located at~~ _____ ~~in~~ _____
County, California.

2.1.2 The Facility is ~~described as~~ named _____.

2.1.3 The Facility's primary fuel is _____ [i.e. biogas, hydro, etc.].

2.1.4 The Facility has a ~~nameplate rating~~Nameplate of ____ kilowatts ("kW"), at unity power factor at 60 degrees Fahrenheit at sea level and has a primary voltage level of ____ kilovolts ("kV"). Seller shall not modify the Facility to increase the ~~nameplate rating~~Nameplate without the prior written consent of PG&E. The Nameplate will be net of any Station Use, or in the case of solar it will be net of any inverter losses. The Nameplate will not exceed 1,500 kW.

2.1.5 The Facility is connected to the PG&E electric system at _____ kV.

2.1.6 If not already capable of delivering energy on the Execution Date, the Facility's scheduled Commercial Operation Date is _____.

2.1.7 A description of the Facility, including a summary of its significant components, a drawing showing the general arrangements of the Facility, and a single line diagram illustrating the interconnection of the Facility and loads with PG&E's electric distribution or transmission system, is attached and incorporated herein as Appendix E.

2.1.8 The name and address PG&E uses to locate the electric service account(s) and premises used to interconnect the Facility with PG&E's distribution systems is:

2.2 Transaction. During the Delivery Term of this Agreement, as provided in Section 2.3, Seller shall sell and deliver, or cause to be delivered, and PG&E shall purchase and receive, or cause to be received, ~~energy produced by and capacity provided~~the Product from the Facility, up to ~~1500~~1,500 kW, at the Delivery Point, as defined pursuant to Section 5.1, pursuant to Seller's election of a (check one) full buy/sell or excess sale arrangement as described in paragraphs 2.2.1 and 2.2.2 below. PG&E shall pay Seller the Contract Price, set forth in Section 2.4, in accordance with the terms hereof. In no event shall Seller have the right to procure the ~~energy or capacity~~Product from sources other than the Facility for sale or delivery to PG&E under this Agreement or substitute such ~~energy or capacity~~Product. PG&E shall have no obligation to receive or purchase ~~energy or capacity~~the Product from Seller prior to the Initial Energy Delivery Date, as defined in Section 2.3, or after the end of the Delivery Term, as defined in Section 2.3. ~~The Parties agree that the execution and performance of the Parties under this Agreement shall satisfy PG&E's obligations, if any, under the Public Utility Regulatory Policies Act and its implementing regulations, i.e., 18 C.F.R. §§ 292.303.~~

2.2.1 Full Buy/Sell. Seller agrees to sell to PG&E the Facility’s gross output in kilowatt-hours, net of Station Use and transformation and transmission losses to the Delivery Point into the PG&E system, together with all Green Attributes and Resource Adequacy Benefits. Seller shall purchase all energy required to serve the Facility’s on-site load, net of ~~station-use~~Station Use, from PG&E pursuant to PG&E’s applicable retail rate schedule.

2.2.2 Excess Sale. Seller agrees to sell to PG&E the Facility’s gross output in kilowatt-hours, net of Station Use and any on-site use by Seller and transformation and transmission losses to the Delivery Point into the PG&E system. Seller agrees to convey to PG&E all Green Attributes and Resource Adequacy Benefits associated with the energy sold to PG&E.

2.3 Delivery Term. The Seller shall deliver the ~~energy and capacity~~Product from the Facility to PG&E for a period of (check one) ten (10), fifteen (15), or twenty (20) Contract Years (“Delivery Term”), which shall commence on the first date on which energy is delivered from the Facility to PG&E (“Initial Energy Delivery Date”) under this Agreement and continue until the end of the last Contract Year unless terminated by the terms of this Agreement. The Initial Energy Delivery Date shall occur only when all of the following conditions have been satisfied:

(i) the Commercial Operation Date has occurred, if the Facility was not in operation prior to the Execution Date of this Agreement;

(ii) the Facility’s status as an Eligible Renewable Energy Resource, is demonstrated by Seller’s receipt of certification from the ~~CEC~~California Energy Commission (“CEC”) and is registered in WREGIS; and

(iii) as evidence of the Initial Energy Delivery Date, the Parties shall execute and exchange the “Initial Energy Delivery Date Confirmation Letter” attached hereto as Appendix B on the Initial Energy Delivery Date.

2.4 Contract Price. ~~Once both Parties have executed this Agreement~~ PG&E shall pay Seller for each ~~megawatt-kilowatt~~ hour (“MWhkWh”) of ~~energy and associated capacity~~the Product delivered to PG&E during each Contract Year for the Delivery Term at the applicable Market Price Referent specified below for the Facility’s actual Commercial Operation Date. Payment shall be adjusted by the appropriate Time of Delivery (“TOD”) factor listed in Appendix C.

Adopted 2009 Market Price Referents¹ (Nominal - dollars/kWh)			
Resource Type	10-Year	15-Year	20-Year
2010 Baseload MPR	0.08448	0.09066	0.09674

¹ Note: Using 2010 as the base year, Staff calculates MPRs for 2010-2021 that reflect different project online dates. Link to 2009 MPR Model: <http://www.cpuc.ca.gov/PUC/energy/Renewables/mpr>

2011 Baseload MPR	0.08843	0.09465	0.10098
2012 Baseload MPR	0.09208	0.09852	0.10507
2013 Baseload MPR	0.09543	0.10223	0.10898
2014 Baseload MPR	0.09872	0.10593	0.11286
2015 Baseload MPR	0.10168	0.10944	0.11647
2016 Baseload MPR	0.10488	0.11313	0.12020
2017 Baseload MPR	0.10834	0.11695	0.12404
2018 Baseload MPR	0.11204	0.12090	0.12800
2019 Baseload MPR	0.11598	0.12499	0.13209
2020 Baseload MPR	0.12018	0.12922	0.13630
2021 Baseload MPR	0.12465	0.13359	0.14064

2.5 Billing. PG&E shall pay Seller by check or Automated Clearing House transfer within approximately thirty (30) days of the meter reading date if the value of the purchased energyProduct in a month is at least fifty dollars (\$50); if less, PG&E may pay Seller quarterly. PG&E shall have the right, but not the obligation, to read the Facility’s meter on a daily basis.

2.6 Title and Risk of Loss. Title to and risk of loss related to the energy producedProduct from ~~and capacity provided by~~ the Facility shall transfer from Seller to PG&E at the Delivery Point. Seller warrants that it will deliver to PG&E all energy and capacity ~~the Product~~ from the Facility free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any person arising prior to the Delivery Point.

2.7 No Additional Incentives. Seller agrees that during the Term of this Agreement, Seller shall not seek additional compensation or other benefits pursuant to the Self-Generation Incentive Program, as defined in CPUC California Public Utilities Commission (“CPUC”) Decision (“D.”) 01-03-073, the California Solar Initiative, as defined in CPUC D.06-01-024, PG&E’s net energy metering tariff, or other similar California ratepayer subsidized program relating to energy production with respect to the Facility.

2.8 Private Energy Producer. Seller agrees to provide to Buyer copies of each of the documents identified in PUC California Public Utilities Code (“PUC”) Section 2821(d)(1), if applicable, as may be amended from time to time, as evidence of Seller’s compliance with such PUC section. Such documentation shall be provided to Buyer within thirty (30) days of Seller’s receipt of written request ~~therefor~~.

3. GREEN ATTRIBUTES; RESOURCE ADEQUACY BENEFITS; EIRP REQUIREMENTS; ERR REQUIREMENTS

3.1 Conveyance of Green Attributes. Seller hereby provides and conveys all Green Attributes associated with all electricity generation from the FacilityProject to Buyer as part of the Product ~~(energy and capacity) being delivered to Buyer for the duration of the~~

~~Delivery Term.~~ Seller represents and warrants that Seller holds the rights to all Green Attributes from the FacilityProject, and Seller agrees to convey and hereby conveys all such Green Attributes to Buyer as included in the delivery of the Product from the Facility. ~~Further, “Green Attributes” also means any and all credits that satisfy the requirement to procure electricity from ERRs, pursuant to the California Renewables Portfolio Standard, that are directly attributable to electric production from the Facility. Seller represents that the energy, capacity, ancillary services and Green Attributes from the Facility have not been, nor will be, sold or used to satisfy any obligation other than PG&E’s California Renewables Portfolio Standard obligation.~~ Project.

3.2 WREGIS. Prior to the Initial Energy Delivery Date, Seller shall register the Facility in WREGIS and take all other actions necessary to ensure that the energy produced from the Facility is tracked for purposes of satisfying the California Renewables Portfolio Standard requirements, as may be amended or supplemented by the CPUC or CEC from time to time. Seller warrants that all it shall take all necessary steps to ensure the Renewable Energy Credits transferred to Buyer under this Agreement are tracked in WREGIS and transferred in a timely manner to Buyer through WREGIS for purposes of satisfying Buyer’s California Renewables Portfolio Standard Requirements, as may be amended or supplemented by the CPUC or CEC from time to time.

3.2.1 A “WREGIS Certificate Deficit” means any deficit or shortfall in WREGIS Certificates delivered to Buyer for a calendar month as compared to the metered energy for the same calendar month (“Deficient Month”). If any WREGIS Certificate Deficit is caused, or the result of any action or inaction, by Seller, then the amount of the Product in the Deficient Month shall be reduced by the amount of the WREGIS Certificate Deficit for the purposes of calculating Buyer’s payment(s) to Seller. Any amount owed by Seller to Buyer because of a WREGIS Certificate Deficit shall be made as an adjustment to Seller’s next monthly invoice to Buyer, and Buyer shall net such amount against Buyer’s subsequent payment(s) to Seller.

3.2.2 Seller warrants that all necessary steps to allow the Renewable Energy Credits transferred to Buyer to be tracked in the Western Renewable Energy Generation Information System will be taken prior to the first delivery under the contract.

3.3 Resource Adequacy Benefits. In accordance with PUC Section 399.20(g), Seller conveys to PG&E all Resource Adequacy Benefits attributable to the physical generating capacity of Seller’s Facility to enable PG&E to count such capacity towards PG&E’s resource adequacy requirement for purposes of PUC Section 380. Seller shall take all reasonable actions and execute documents and instructions necessary to enable Buyer to secure Resource Adequacy Benefits; Seller shall comply with all applicable reporting requirements.

3.4 Eligible Renewable Resource. Seller will use commercially reasonable efforts to achieve and maintain status as an Eligible Renewable Energy Resource or ERR per the meaning set forth in California Public Utilities Code Section 399.12 and California Public Resources Code Section 25741, as either code provision is amended or supplemented from time to time.

[The following Section 3.5 Eligible Intermittent Resources Protocol Requirements applies only to Facilities greater than 1.0 MWs]

3.5 Eligible Intermittent Resources Protocol (“EIRP”) Requirements. Seller shall provide Buyer with a copy of the notice from CAISO certifying the Facility as a Participating Intermittent Resource as soon as practicable after Seller’s receipt of such notice of certification. Following such certification: (i) Seller at its sole cost shall participate in and comply with EIRP and all additional protocols issued by the CAISO relating to Participating Intermittent Resources (as defined in the CAISO Tariff), and (ii) Buyer in its limited capacity as Seller’s Scheduling Coordinator shall facilitate communication with the CAISO and provide other administrative materials to the CAISO as necessary to satisfy Seller’s obligations and to the extent such actions are at *de minimis* cost to Buyer.

4. REPRESENTATION AND WARRANTIES; COVENANTS

4.1 Representations and Warranties. On the Execution Date, each Party represents and warrants to the other Party that:

4.1.1 it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;

4.1.2 the execution, delivery and performance of this Agreement is 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;

4.1.3 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;

4.1.4 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;

4.1.5 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; and

4.1.6 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 other Party in so doing, and is capable of assessing the merits of, and understands and accepts, the terms, conditions and risks of this Agreement.

4.2 General Covenants. Each Party covenants that throughout the Term of this Agreement:

4.2.1 it shall continue to be duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;

4.2.2 it shall maintain (or obtain from time to time as required, including through renewal, as applicable) all regulatory authorizations necessary for it to legally perform its obligations under this Agreement; and

4.2.3 it shall perform its obligations under this Agreement in a manner that does 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.

4.3 Seller Representation and Warranty and Covenant.

4.3.1 Representation and Warranty. In addition to the representations and warranties specified in Section 4.1, Seller makes the following additional representations and warranties as of the Execution Date:

(a) ~~Seller~~The Facility has not received an incentive under the Self-Generation Incentive Program, as defined in CPUC D.01-03-073, ~~or~~ the California Solar Initiative, as defined in CPUC D.06-01-~~024-024~~, or PG&E's net energy metering tariff.

(b) Seller's execution of this Agreement will not violate PUC Section 2821(d)(1) if applicable.

(c) Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that: (i) the Project qualifies and is certified by the CEC as an Eligible Renewable Energy Resource ("ERR") as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Project's output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law.

(d) Seller and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement the Renewable Energy Credits transferred to Buyer conform to the definition and attributes required for compliance with the California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law.

4.3.2 Covenant. Seller hereby covenants that throughout the Term of the Agreement, the Facility is, or will qualify prior to the Initial Energy Delivery Date, as an ERR, specifically, Seller and, if applicable, its successors, represents and warrants throughout the term of the Delivery Term of each Transaction entered into under this Agreement that: (a) the Unit(s) qualifies and is certified by the CEC as an Eligible Renewable Energy Resource; and (b) the Unit(s) output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law.

5. GENERAL CONDITIONS

5.1 Facility Care, Interconnection and Transmission Service. ~~If PG&E does not deem Seller's existing interconnection service, equipment and agreement satisfactory for the delivery of energy under this Agreement,~~ Seller shall execute a Small Generator Interconnection Agreement with PG&E's Generation Interconnection Services Department and pay and be responsible for designing, installing, operating, and maintaining the Facility in accordance with all applicable laws and regulations and shall comply with all applicable PG&E, CAISO, CPUC and FERC tariff provisions, including applicable interconnection and metering requirements. Seller shall also comply with any modifications, amendments or additions to the applicable tariff and protocols. During the Delivery Term, Seller shall arrange and pay independently for any and all necessary costs under any interconnection agreement with PG&E. To make deliveries to PG&E, Seller must maintain an interconnection agreement with PG&E in full force and effect.

5.2 Metering Requirements. Seller shall comply with all applicable rules in installing a meter appropriate for deliveries pursuant to the Full Buy/Sell or Excess Sale arrangement selected in paragraph 2.2, above, which can be electronically read daily by: (a) a telephone and modem; (b) an analog or digital phone connection; or (c) an internet portal address for PG&E's Energy Data Services ("EDS"). Seller shall be responsible for procuring and maintaining the communication link to electronically retrieve this metering data.

5.3 Standard of Care. Seller shall: (a) maintain and operate the Facility and Interconnection Facilities, except facilities installed by PG&E, in conformance with all applicable laws and regulations and in accordance with Good Utility Practices, as defined by PG&E's Wholesale Distribution Tariff and the CAISO Tariff, as they may be amended, supplemented or replaced (in whole or in part) from time to time; (b) obtain any governmental authorizations and permits required for the construction and operation thereof; and (c) generate, schedule and perform transmission services in compliance with all applicable operating policies, criteria, rules, guidelines and tariffs and Good Utility Practices, as provided in clause (a) above. Seller shall reimburse PG&E for any and all losses, damages, claims, penalties, or liability PG&E incurs as a result of Seller's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of the Facility throughout the Term of this Agreement.

5.4 Access Rights. PG&E, its authorized agents, employees and inspectors shall have the right to inspect the Facility on reasonable advance notice during normal business hours and for any purposes reasonably connected with this Agreement or the exercise of any and all rights secured to PG&E by law, or its tariff schedules, PG&E Interconnection Handbook, and rules on file with the CPUC. PG&E shall make reasonable efforts to coordinate its emergency activities with the Safety and Security Departments, if any, of the Facility operator. Seller shall keep PG&E advised of current procedures for communicating with the Facility operator's Safety and Security Departments.

5.5 Protection of Property. Each Party shall be responsible for protecting its own facilities from possible damage resulting from electrical disturbances or faults caused by the operation, faulty operation, or non-operation of the other Party's facilities and such other Party shall not be liable for any such damages so caused.

5.6 PG&E Performance Excuse; Seller Curtailment.

5.6.1 PG&E Performance Excuse. PG&E shall not be obligated to accept or pay for ~~energy produced by or capacity provided~~ the Product from the Facility during a Dispatch Down Period, or Force Majeure, as defined in Appendix A.

5.6.2 Seller Curtailment. PG&E may require Seller to interrupt or reduce deliveries of energy: (a) when necessary to construct, install, maintain, repair, replace, remove, or investigate any of its equipment or part of PG&E's transmission system or distribution system or facilities; or (b) if PG&E or the CAISO determines that curtailment, interruption, or reduction is necessary because of a System Emergency, as defined in the CAISO Tariff, Forced Outage, Force Majeure as defined in Appendix A, or compliance with Good Utility Practice, as such term is defined in the CAISO Tariff.

5.7 Notices of Outages. Whenever possible, PG&E shall give Seller reasonable notice of the possibility that interruption or reduction of deliveries may be required.

5.8 Greenhouse Gas Emissions: During the Term, Seller acknowledges that a Governmental Authority may require Buyer to take certain actions with respect to greenhouse gas emissions attributable to the generation of ~~Energy~~energy, including, but not limited to, reporting, registering, tracking, allocating for or accounting for such emissions. Promptly following Buyer's written request, Seller agrees to take all commercially reasonable actions and execute or provide any and all documents, information or instruments with respect to generation by the ~~Project~~Facility reasonably necessary to permit Buyer to comply with such requirements, if any.

6. INDEMNITY

Each Party as indemnitor shall save harmless and indemnify the other Party and the directors, officers, and employees of such other Party against and from any and all loss and liability for injuries to persons including employees of either Party, and damages, including property of either Party, resulting from or arising out of: (a) the engineering, design,

construction, maintenance, or operation of; or (b) the installation of replacements, additions, or betterments to the indemnitor's facilities. This indemnity and save harmless provision shall apply notwithstanding the active or passive negligence of the indemnitee. Neither Party shall be indemnified for liability or loss, resulting from its sole negligence or willful misconduct. The indemnitor shall, on the other Party's request, defend any suit asserting a claim covered by this indemnity and shall pay all costs, including reasonable attorney fees that may be incurred by the other Party in enforcing this indemnity.

7. LIMITATION OF DAMAGES

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED UNLESS EXPRESSLY HEREIN PROVIDED. NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. UNLESS EXPRESSLY HEREIN PROVIDED, AND SUBJECT TO THE PROVISIONS OF SECTION 6 (INDEMNITY), IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE.

8. NOTICES

Notices shall, unless otherwise specified herein, be in writing and may be delivered by hand delivery, United States mail, overnight courier service, facsimile or electronic messaging (e-mail). 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. A notice sent by facsimile transmission or 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 unless it confirms a prior oral communication, in which case any such notice shall be deemed received on the day sent. A Party may change its addresses by providing notice of same in accordance with this provision. All written notices shall be directed as follows:

TO PG&E: Pacific Gas and Electric Company
Attention: Manager, Contract Management

245 Market Street, Mail Code N12E
San Francisco, CA 94177-0001

TO SELLER: _____

9. INSURANCE

9.1 General Liability Coverage.

9.1.1 Seller shall maintain during the performance hereof, General Liability Insurance² of not less than \$1,000,000 if the Facility's ~~nameplate~~Nameplate is over 100 kW, \$500,000 if the ~~nameplate rating of the~~ Facility's Nameplate is over 20 kW to 100kW or \$100,000 if the ~~nameplate rate of the~~ Facility's Nameplate is 20 kW or below of combined single limit or equivalent for bodily injury, personal injury, and property damage as the result of any one occurrence.

9.1.2 General Liability Insurance shall include coverage for Premises-Operations, Owners and Contractors Protective, Products/Completed Operations Hazard, Explosion, Collapse, Underground, Contractual Liability, and Broad Form Property Damage including Completed Operations.

9.1.3 Such insurance shall provide for thirty (30) days written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.

9.2 Additional Insurance Provisions.

9.2.1 Evidence of coverage described above in Paragraph 9.1 shall state that coverage provided in primary and is not excess to or contributing with any insurance or self-insurance maintained by PG&E.

9.2.2 PG&E shall have the right to inspect or obtain a copy of the original policy(ies) of insurance.

9.2.3 Seller shall furnish the required certificates and endorsements to PG&E prior to commencing operation.

² Governmental agencies which have an established record of self-insurance may provide the required coverage through self-insurance.

9.2.4 All insurance certificates, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to the following:

Pacific Gas and Electric Company
Attention: Manager, Insurance Department
77 Beale Street, Room E280
San Francisco, CA 94105

10. TERM, DEFAULT, TERMINATION EVENT AND TERMINATION

10.1 Term. The term of this Agreement shall commence upon ~~the later of: (i) execution by the duly authorized representatives of each of PG&E and Seller; or (ii) when PG&E notifies Seller that PG&E can accommodate Seller's Facility in PG&E's proportionate share of the statewide cumulative total of 250 MW as specified in PUC Section 399.20(e);~~ and shall remain in effect until the conclusion of the Delivery Term or unless terminated sooner pursuant to Section 10.3 of this Agreement (the "Term"). All indemnity rights shall survive the termination of this Agreement for twelve (12) months.

10.2 Termination Event. Buyer shall be entitled to terminate the Agreement upon the occurrence of any of the following, each of which is a "Termination Event":

- (a) The Facility has not achieved Commercial Operation within eighteen (18) months of the Execution Date of this Agreement;
- (b) Seller has not sold or delivered ~~energy~~the Product from the Facility to PG&E for a period of twelve (12) consecutive months;
- (c) Seller breaches its covenant to maintain its status as an ERR as set forth in Section 4.3.2 of the Agreement.

10.3 Termination.

10.3.1 Declaration of a Termination Event. If a Termination Event has occurred and is continuing, Buyer shall have the right to: (a) send notice, designating a day, no earlier than five (5) days after such notice is deemed to be received (as provided in Section 8) and no later than twenty (20) days after such notice is deemed to be received (as provided in Section 8), as an early termination date of this Agreement ("Early Termination Date") unless Seller has timely communicated with Buyer and the Parties have agreed to resolve the circumstances giving rise to the ~~termination~~Termination Event; (b) accelerate all amounts owing between the Parties; and (c) terminate this Agreement and end the Delivery Term effective as of the Early Termination Date.

10.3.2 Release of Liability for Termination Event. Upon termination of this Agreement pursuant to Section 10.3.1, neither Party shall be under any further obligation or subject to liability hereunder, except with respect to the indemnity provision in Section 6 hereof, which shall remain in effect for a period of twelve (12) months following the Early Termination Date.

11. SCHEDULING

11.1 Scheduling Obligations. PG&E shall be Seller's designated Scheduling Coordinator (as defined by CAISO ~~tariff~~Tariff). PG&E will schedule Seller's project using Prudent Utility Practices and Seller shall employ Prudent Utility Practices and exercise reasonable efforts to operate and maintain its project. All generation interconnection and scheduling services shall be performed in accordance with all applicable operating policies, criteria, guidelines and tariffs of the CAISO or its successor, and any other generally accepted operational requirements. Seller, at its own expense, shall be responsible for complying with all applicable contractual, metering and interconnection requirements. Seller shall promptly notify PG&E of significant (i.e., greater than 100 kW) changes to its energy schedules using PG&E's web site (see Appendix D). Seller will exercise reasonable efforts to comply with conditions that might arise if the CAISO modifies or amends its tariffs, standards, requirements, and/or protocols in the future.

11.2 CAISO Charges.

11.2.1 CAISO Charge Obligations. PG&E and Seller shall cooperate to minimize CAISO delivery imbalances and any resulting fees, liabilities, assessments or similar charges assessed by the CAISO ("CAISO Charges") to the extent possible, and shall each promptly notify the other as soon as possible of any material loss of system capability, deviation or imbalance that is occurring or has occurred. Seller shall reimburse PG&E for any CAISO Charges that PG&E incurs as a result of Seller's loss of system capability, deviation, or imbalance. Any such CAISO Charges reimbursable to PG&E shall be limited to the period until the commencement of the next settlement period following Seller's notification for which the delivery schedule can be adjusted. Notwithstanding anything to the contrary herein, in the event Seller makes a change to its schedule on the actual date and time of delivery for any reason (other than an adjustment imposed by CAISO) which results in differences between the project's actual generation and the scheduled generation (whether in part or in whole), Seller shall use reasonable efforts to notify PG&E. PG&E will make commercially reasonable efforts to accommodate Seller's changes and mitigate any imbalance penalties or charges levied for such changes.

11.2.2 CAISO Penalties. Seller shall be responsible for any "non-Performance Penalties" assessed to PG&E by the CAISO ("CAISO Penalties"), under the CAISO Tariff Enforcement Protocol, and not due to any fault of PG&E, which shall include, without limitation, any deviation, imbalance or uninstructed energy charges or penalties payable to the CAISO that are due to the fault of Seller. To the extent that Seller materially deviates from its energy schedules (other than an adjustment imposed by the CAISO, a deviation due to any fault of PG&E, or an excused Seller failure to deliver, whether for

reasons of Force Majeure or otherwise), and such departure results in CAISO Penalties being assessed to PG&E, such CAISO Penalties shall be passed on to Seller. Any such CAISO Penalties passed on to Seller shall be limited to the period until the commencement of the next settlement period following Seller's notification (as described above) for which the delivery schedule can be adjusted.

12. CONFIDENTIALITY

Seller authorizes PG&E to release to the ~~California Energy Commission~~ ("~~CEC~~")CEC and/or the CPUC information regarding the Facility, including the Seller's name and location, and the size, location and operational characteristics of the Facility, the Term, the ERR type, the Initial Energy Delivery Date and the net power rating of the Facility, as requested from time to time pursuant to the CEC's or CPUC's rules and regulations.

13. ASSIGNMENT

Neither Party shall assign this Agreement or its rights hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, either Party may, without the consent of the other Party (and without relieving itself from liability hereunder), transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof to its financing providers and the financing provider(s) shall assume the payment and performance obligations provided under this Agreement with respect to the transferring Party provided, however, that in each such case, any such assignee shall agree in writing to be bound by the terms and conditions hereof and so long as the transferring Party delivers such tax and enforceability assurance as the non-transferring Party may reasonably request.

14. ~~APPLICABLE~~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~~

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.

15. SEVERABILITY

If any provision in this Agreement is determined to be invalid, void or unenforceable by the CPUC or any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Agreement and the Parties shall use their best efforts to modify this Agreement to give effect to the original intention of the Parties.

16. 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 facsimile or PDF transmission will be deemed as effective as delivery of an originally executed counterpart. Each Party delivering an executed counterpart of this Agreement by facsimile or PDF transmission 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.

17. GENERAL

The CPUC has reviewed and approved this Agreement. No amendment to or modification of this Agreement shall be enforceable unless reduced to writing and executed by both parties. 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 term “including” when used in this Agreement shall be by way of example only and shall not be considered in any way to be in limitation. The headings used herein are for convenience and reference purposes only.

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed by its authorized representative as of the date of last signature provided below.

PACIFIC GAS AND ELECTRIC COMPANY

By: _____ Date: _____

Name: _____

Title: _____

SELLER

By: _____ Date: _____

Name: _____

Title: _____



Appendix A DEFINITIONS

“Business Day” means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday during the hours of 8:00 a.m. and 5:00 p.m. local time for the relevant Party’s principal place of business where the relevant Party in each instance shall be the Party from whom the notice, payment or delivery is being sent.

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

“CAISO Tariff” *means the CAISO FERC Electric Tariff, ~~Third~~Fifth Replacement Volume No. 1, as amended from time to time.*

“California Renewables Portfolio Standard” means the renewable energy program and policies ~~established by Senate Bill 1038 and 1078~~, codified in California Public Utilities Code Sections 399.11 through 399.20 and California Public Resources Code Sections 25740 through 25751, as such provisions may be amended or supplemented from time to time.

“CEC” means the California Energy Commission or its successor agency.

“Commercial Operation Date” means the date on which the Facility is operating and is in compliance with applicable interconnection and system protection requirements, and able to produce and deliver energy to PG&E pursuant to the terms of this Agreement.

“Contract Year” means a period of twelve (12) consecutive months with the first Contract Year commencing on the first day of the month immediately following the Initial Energy Delivery Date and each subsequent Contract Year commencing on the anniversary of the Initial Energy Delivery Date.

“CPUC” means the California Public Utilities Commission, or successor entity.

“Delivery Point” means the point of interconnection to the PG&E distribution or transmission system.

“Dispatch Down Period” means: (a) curtailments ordered by the CAISO or PG&E as a result of a System Emergency, as defined in the CAISO Tariff; or (b) scheduled or unscheduled maintenance on PG&E’s transmission, distribution or interconnection facilities that prevents Buyer from receiving Delivered Energy at the Delivery Point. Notwithstanding the foregoing sentence, Buyer shall have the option in its sole discretion to curtail Seller’s energy deliveries up to ~~50~~ (50) hours each calendar year.

“Eligible Renewable Energy Resource” or “ERR” has the meaning set forth in Public Utilities Code Sections 399.12 and California Public Resources Code Section 25741, as either code provision may be amended or supplemented from time to time.

“Execution Date” means the latest signature date found at the end of the Agreement.

“FERC” means the Federal Energy Regulatory Commission or any successor government agency.

“Forced Outage” means any unplanned reduction or suspension of the electrical output from the Facility resulting in the unavailability of the Facility, in whole or in part, in response to a mechanical, electrical, or hydraulic control system trip or operator-initiated trip in response to an alarm or equipment malfunction and any other unavailability of the Facility for operation, in whole or in part, for maintenance or repair that is not a scheduled maintenance outage and not the result of Force Majeure.

“Force Majeure” means any event or circumstance which wholly or partly prevents or delays the performance of any material obligation arising under this Agreement, but only if and to the extent (i) such event is not within the reasonable control, directly or indirectly, of the Party seeking to have its performance obligation(s) excused thereby, (ii) the Party seeking to have its performance obligation(s) excused thereby has taken all reasonable precautions and measures to prevent or avoid such event or mitigate the effect of such event on such Party’s ability to perform its obligations under this Agreement and which by the exercise of due diligence such Party could not reasonably have been expected to avoid and which by the exercise of due diligence it has been unable to overcome, and (iii) such event is not the direct or indirect result of the negligence or the failure of, or caused by, the Party seeking to have its performance obligations excused thereby. Force Majeure shall not be based on: (i) PG&E’s inability economically to use or resell the energy or capacity purchased hereunder; (ii) Seller’s ability to sell the energy, capacity or other benefits produced by or associated with the Facility at a price greater than the price set forth in this Agreement, (iii) Seller’s inability to obtain approvals of any type for the construction, operation, or maintenance of the Facility; (iv) Seller’s inability to obtain sufficient fuel to operate the Facility, except if Seller’s inability to obtain sufficient fuel is caused by an event of Force Majeure of the specific type described in any of subsections (i) through (iv) of this definition of Force Majeure; (v) a Forced Outage except where such Forced Outage is caused by an event of Force Majeure of the specific type described in any of subsections (i) through (iv) of this definition of Force Majeure; (vi) a strike or labor dispute limited only to Seller, Seller’s affiliates, the Engineering, Procurement, and Construction Contractor or subcontractors thereof; or (vii) any equipment failure not caused by an event of Force Majeure of the specific type described in any of subsections (i) through (iv) of this definition of Force Majeure.

“Green Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the ~~Facility~~Project, and its ~~displacement of conventional energy generation~~avoided emission of pollutants. Green Attributes include but are not limited to Renewable Energy Credits, as well as: (1) any avoided ~~emissions~~emission of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, ~~hydrofluoro-carbons,~~ ~~perfluoro-carbons~~hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations

Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere;³ (3) the reporting rights to these avoided emissions, such as Green Tag Reporting Rights. Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser's discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of ~~energy~~Energy. Green Attributes do not include:— (i) any energy, capacity, reliability or other power attributes from the ~~Facility~~Project, (ii) production tax credits associated with the construction or operation of the ~~energy projects~~Project and other financial incentives in the form of credits, reductions, or allowances associated with the project that are applicable to a state or federal income taxation obligation;³ (iii) fuel-related subsidies or “tipping fees” that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular ~~pre-existing~~preexisting pollutants or the promotion of local environmental benefits;³ or (iv) emission reduction credits encumbered or used by the ~~Facility~~Project for compliance with local, state, or federal operating and/or air quality permits. If ~~Seller's Facility~~the Project is a biomass or ~~landfill gas~~biogas facility and Seller receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributed to its fuel usage, it shall provide Buyer with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from ~~such facility~~the Project.

“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 becomes effective during the Delivery Term; or any binding interpretation of the foregoing.

“Market Price Referent” means the market price referent applicable to this Agreement, as determined by the CPUC in accordance with Public Utilities Code Section 399.15(c), as may be amended or modified from time to time.

“Nameplate” has the meaning set forth in Section 2.1.4.

“Product” means the energy (net of Station Use), capacity and all ancillary products, services or attributes similar to the foregoing which are or can be produced by or associated with the Facility, including, without limitation, renewable attributes, Renewable Energy Credits, Resource Adequacy Benefits and Green Attributes.

³ Avoided emissions may or may not have any value for GHG compliance purposes. Although avoided emissions are included in the list of Green Attributes, this inclusion does not create any right to use those avoided emissions to comply with any GHG regulatory program.

“Renewable Energy Credit” has the meaning set forth in Public Utilities Code Section 399.12(~~g~~f), as may be amended from time to time or as further defined or supplemented by Law.

“Resource Adequacy Benefits” means the rights and privileges attached to the Facility that satisfy any entity’s resource adequacy obligations, as those obligations are set forth in any Resource Adequacy Rulings and shall include any local, zonal or otherwise locational attributes associated with the Facility.

“Resource Adequacy Rulings” means CPUC Decisions 04-01-050, 04-10-035, 05-10-042, 06-06-064, 06-07-031 and any subsequent CPUC ruling or decision, or any other resource adequacy laws, rules or regulations enacted, adopted or promulgated by any applicable governmental authority, as such decisions, rulings, laws, rules or regulations may be amended or modified from time-to-time during the Delivery Term.

“Station ~~use~~Use” means energy consumed within the Facility’s electric energy distribution system as losses, as well as energy used to operate the Facility’s auxiliary equipment. The auxiliary equipment may include, but is not limited to, forced and induced draft fans, cooling towers, boiler feeds pumps, lubricating oil systems, plant lighting, fuel handling systems, control systems, and sump pumps.

“WREGIS” means the Western Renewable Energy Generating Information System or any successor renewable energy tracking program.

“WREGIS Certificate Deficit” has the meaning set forth in Section 3.2.1.

Appendix B

INITIAL ENERGY DELIVERY DATE CONFIRMATION LETTER

In accordance with the terms of that certain Small Renewable Generator Power Purchase Agreement dated _____ (“Agreement”) by and between Pacific Gas and Electric Company (“PG&E”) and _____ (“Seller”), this letter serves to document the parties further agreement that (i) the conditions precedent to the occurrence of the Initial Energy Delivery Date have been satisfied, and (ii) Seller has scheduled and PG&E has received the energy, as specified in the Agreement, as of this _____ day of _____, _____. This letter shall confirm the Initial Energy Delivery Date, as defined in the Agreement, as the date referenced in the preceding sentence.

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed by its authorized representative as of the date of last signature provided below:

By:

By: Pacific Gas and Electric Company

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Appendix C
Time of Delivery (TOD) Periods & Factors

Monthly Period	Super-Peak¹	Shoulder²	Night³
Jun – Sep	2. <u>38</u> <u>20</u>	1.12	0. <u>5</u> <u>69</u>
Oct.- Dec., Jan. & Feb.	1. <u>10</u> <u>06</u>	. <u>9</u> <u>43</u>	0. <u>6</u> <u>76</u>
Mar. – May	1. <u>22</u> <u>15</u>	0. <u>90</u> <u>85</u>	0. <u>6</u> <u>14</u>

Definitions:

1. Super-Peak (5x8) = HE (Hours Ending) 13 – 20 (Pacific Prevailing Time (PPT)), Monday - Friday (*except* NERC holidays) in the applicable Monthly Period.
2. Shoulder = HE 7 - 12, 21 and 22 PPT Monday - Friday (*except* NERC holidays); and HE 7 - 22 PPT Saturday, Sunday and *all* NERC holidays in the applicable Monthly Period.
3. Night (7x8) = HE 1 - 6, 23 and 24 PPT all days (*including* NERC holidays) in the applicable Monthly Period.

“NERC Holidays” mean the following holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Three of these days, Memorial Day, Labor Day, and Thanksgiving Day occur on the same day each year. Memorial Day is the last Monday in May; Labor Day is the first Monday in September; and Thanksgiving Day is the 4th Thursday in November. New Year’s Day, Independence Day, and Christmas Day, by definition, are predetermined dates each year. However, in the event they occur on a Sunday, the “NERC Holiday” is celebrated on the Monday immediately following that Sunday. However, if any of these days occur on a Saturday, the “NERC Holiday” remains on that Saturday.

Appendix D

COUNTERPARTY NOTIFICATION AND FORECASTING REQUIREMENTS

A. NOTIFICATION REQUIREMENTS FOR START-UP AND SHUTDOWN

Prior to paralleling to or after disconnecting from the electric system, ALWAYS notify your designated Distribution Operator as follows:

1. Call your Distribution Operator for permission to parallel before any start-up.
2. Call your Distribution Operator again after start-up with parallel time.
3. Call your Distribution Operator after any separation and report separation time as well as date and time estimate for return to service.

B. FORECASTING REQUIREMENTS

1. Seller shall abide with all established requirements and procedures described below:
 - (a) Generating Facilities 1000 kW and greater must comply with the CAISO Tariff and Protocols while generating facilities under 1000 kW must comply with all applicable interconnection, communication and metering rules; and
 - (b) Generating Facilities 100 kW and greater must provide a weekly forecast of their expected generation output.
2. Weekly Energy Forecasting Procedures.

Seller must meet all of the following requirements specified below:

Beginning the Wednesday prior to the planned Initial ~~Operation~~[Energy Delivery Date](#) of the Generating Facility, [and every Wednesday thereafter](#), Seller will electronically provide PG&E with an Energy Forecast for the next calendar week, by no later than 5 PM Wednesday of the week preceding the week covered by the Energy Forecast.

The Weekly Energy Forecast submitted to PG&E shall:

- a) Not include any anticipated or expected electric energy losses;
- b) Be [submitted](#) using PG&E's website at <https://www.pge.com/qic> ~~with Login and password information to be provided~~, or as otherwise instructed by PG&E;
- c) Include Seller's contact information;
- d) Limit Day Ahead forecast changes to no less than 100 kW.

~~2.~~ 3. Outage and Scheduled Maintenance Reporting Procedures.

Submit outage information by posting on PG&E's website at <https://www.pge.com/qic> . If the website is unavailable, implement the procedures set forth below:

For project outages, complete the specifics below and submit by email to DAenergy@pge.com and Bilat_Settlements@pge.com

Email subject Field: [dd/mm/yyyy – dd/mm/yyyy XYZ Company Project #2 Outage Notification](#)

Email body:

[Type of Outage: Planned Outage, Forced Outage, Prolonged Outage](#)

[Start Date and Start Time](#)

[Estimated or Actual End Date and End Time](#)

[Date and time when reported to PG&E and name\(s\) of PG&E representative\(s\) contacted.](#)

C. CHANGES TO OPERATING PROCEDURES.

Seller understands and acknowledges that the requirements of Appendix D are subject to change by Buyer from time to time and, upon receipt of Notice of any such changes, Seller agrees to work in good faith to implement any such changes as reasonably deemed necessary by Buyer; provided that such change does not result in an increase cost of performance to Seller other than de minimis amounts.

Appendix E

~~Send notices of extended outages and proposed scheduled maintenances to PG&E's Internet site (QFSchedules@pge.com). Access and your password to this web site will be provided upon execution of the power purchase agreement.~~

Attach a description of the Facility, including a summary of its significant components, a drawing showing the general arrangements of the Facility, and a single line diagram illustrating the interconnection of the Facility and loads with PG&E's electric distribution or transmission system.

**PG&E Gas and Electric
Advice Filing List
General Order 96-B, Section IV**

AT&T	Dept of General Services	Northern California Power Association
Alcantar & Kahl LLP	Douglass & Liddell	Occidental Energy Marketing, Inc.
Ameresco	Downey & Brand	OnGrid Solar
Anderson & Poole	Duke Energy	Praxair
Arizona Public Service Company	Dutcher, John	R. W. Beck & Associates
BART	Economic Sciences Corporation	RCS, Inc.
Barkovich & Yap, Inc.	Ellison Schneider & Harris LLP	Recurrent Energy
Bartle Wells Associates	Foster Farms	SCD Energy Solutions
Bloomberg	G. A. Krause & Assoc.	SCE
Bloomberg New Energy Finance	GLJ Publications	SMUD
Boston Properties	GenOn Energy, Inc.	SPURR
	Goodin, MacBride, Squeri, Schlotz & Ritchie	San Francisco Public Utilities Commission
Braun Blaising McLaughlin, P.C.	Green Power Institute	Santa Fe Jets
Brookfield Renewable Power	Hanna & Morton	Seattle City Light
CA Bldg Industry Association	Hitachi	Sempra Utilities
CLECA Law Office	In House Energy	Sierra Pacific Power Company
CSC Energy Services	International Power Technology	Silicon Valley Power
California Cotton Ginners & Growers Assn	Intestate Gas Services, Inc.	Silo Energy LLC
California Energy Commission	Lawrence Berkeley National Lab	Southern California Edison Company
California League of Food Processors	Los Angeles Dept of Water & Power	Spark Energy, L.P.
California Public Utilities Commission	Luce, Forward, Hamilton & Scripps LLP	Sun Light & Power
Calpine	MAC Lighting Consulting	Sunshine Design
Cardinal Cogen	MBMC, Inc.	Sutherland, Asbill & Brennan
Casner, Steve	MRW & Associates	Tabors Caramanis & Associates
Chris, King	Manatt Phelps Phillips	Tecogen, Inc.
City of Palo Alto	McKenzie & Associates	Tiger Natural Gas, Inc.
City of Palo Alto Utilities	Merced Irrigation District	TransCanada
Clean Energy Fuels	Modesto Irrigation District	Turlock Irrigation District
Coast Economic Consulting	Morgan Stanley	United Cogen
Commercial Energy	Morrison & Foerster	Utility Cost Management
Consumer Federation of California	NLine Energy, Inc.	Utility Specialists
Crossborder Energy	NRG West	Verizon
Davis Wright Tremaine LLP	Navigant Consulting	Wellhead Electric Company
Day Carter Murphy	Norris & Wong Associates	Western Manufactured Housing Communities Association (WMA)
		eMeter Corporation
Defense Energy Support Center	North America Power Partners	
Department of Water Resources	North Coast SolarResources	