

**PUBLIC UTILITIES COMMISSION**

505 VAN NESS AVENUE



July 1, 2022

**Advice Letters 6517-E and 6517-E-A**

Erik Jacobson  
Director, Regulatory Relations  
Pacific Gas and Electric Company  
77 Beale Street, Mail Code B10C  
P.O. Box 770000  
San Francisco, CA 94177

**SUBJECT: Tier 2 Advice Letter of Pacific Gas and Electric Company Requesting  
Approval of Voluntary Allocation Contract for Power Charge Indifference  
Adjustment Eligible Renewables Portfolio Standard Resources.**

Dear Mr. Jacobson:

Advice Letters 6517-E and 6517-E-A are effective as of June 23, 2022, per Resolution E-5216 ordering paragraphs.

Sincerely,

A handwritten signature in black ink, appearing to read "Pete Skala".

Pete Skala  
Interim Deputy Executive Director for Energy & Climate Policy, CPUC  
Interim Director, Energy Division, CPUC  
Director of Electric Supply, Planning and Costs, Energy Division, CPUC

February 28, 2022

**Advice 6517-E**  
(Pacific Gas and Electric Company U 39 E)

Public Utilities Commission of the State of California

**Subject: Tier 2 Advice Letter of Pacific Gas and Electric Company Requesting Approval of Voluntary Allocation Contract for Power Charge Indifference Adjustment Eligible Renewables Portfolio Standard Resources**

**Purpose**

Pacific Gas and Electric Company (“PG&E”) submits this Tier 2 advice letter in compliance with Decision (“D.”) 22-01-004, dated January 18, 2022, Ordering Paragraph (“OP”) 6, which requires it to submit a Tier 2 advice letter proposing a Voluntary Allocation of Power Charge Indifference Adjustment (“PCIA”)-eligible renewables portfolio standard (“RPS”) resource pro forma contract within 10 days of submission of its Final 2021 RPS Procurement Plan (“RPS Plan”).<sup>1</sup> This advice letter meets the requirements by submitting PG&E’s proposed pro forma Voluntary Allocation contract (“VA Contract”), attached as Attachment 1.

**Background**

The California Public Utilities Commission (“Commission” or “CPUC”) opened Rulemaking (“R.”)17-06-026 on June 26, 2017, to review, revise and consider alternatives to the PCIA. Among other things, D.18-10-019 opened a second phase of the proceeding with a working group process resulting in four decisions to address three specific topic areas: (1) the market price benchmarks, (2) a voluntary prepayment option, and (3) portfolio optimization and cost reduction of the investor-owned utilities’ (“IOUs”) PCIA portfolios. D.21-05-030 was issued on May 24, 2021, as part of Phase 2 of the PCIA proceeding. Specifically, D.21-05-030 addresses portfolio optimization activities associated with RPS resources subject to PCIA cost recovery. A Voluntary Allocation and Market Offer (“VAMO”) mechanism was adopted, including authorizing a process for the IOUs to allocate a “slice” of an IOU’s entire PCIA-eligible RPS portfolio to eligible load-serving entities (“LSEs”) in proportion to their vintaged, forecasted annual load share.<sup>2</sup>

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<sup>1</sup> D.22-01-004, Ordering Paragraph (OP) 6.

<sup>2</sup> D.21-05-030, OP 2.

On August 23, 2021, the IOUs jointly submitted an Advice Letter (PG&E Advice 6305-E, SCE Advice 4569-E and SDG&E Advice 3835-E) that established that Voluntary Allocation shall comprise of a “slice” of an IOU’s entire PCIA-eligible RPS portfolio. Such Advice Letter also clarified categories of PCIA-eligible resources except from Voluntary Allocation due to statutory or regulatory restrictions. The Advice Letter was approved in relevant part by Energy Division on October 25, 2021.

Following the adoption of D.21-05-030, the CPUC issued an Administrative Law Judge (“ALJ”) ruling on May 26, 2021, seeking additional information from the IOUs in their RPS Plans. On July 22, 2021, an ALJ ruling granted additional time to the retail sellers to update their RPS Plans pursuant to the requirements adopted in D.21-05-030 on the PCIA. PG&E filed its draft 2021 RPS Plan on July 1, 2021. PG&E (and the other IOUs) moved to request the CPUC’s authority to submit pro forma contracts associated with the Voluntary Allocation and Market Offer transactions through a Motion to Update its Draft 2021 RPS Plan on September 13, 2021. Further, pursuant to Rule 11.1 of the CPUC’s Rules of Practice and Procedure, the IOUs submitted a Joint Motion to Amend Scoping Memorandum to accommodate Voluntary Allocation structure on December 8, 2021. The Joint Motion requested that the CPUC:

- (1) expand the scope of the RPS proceeding to address whether Renewable Energy Credits (“REC”) retain their original Product Content Category (“PCC”) classification only upon allocations under the Voluntary Allocation process;
- (2) provide guidance on the issue of the PCC classification of allocated RECs before LSEs are required to decide whether to accept initial allocations in May 2022; and
- (3) clarify that pro forma Voluntary Allocation contracts will be reviewed in early 2022 via Tier 2 advice letter without a need to review executed contracts.

On January 18, 2022, the CPUC issued D.22-01-004, which adopted 2021 RPS Plans for the large IOUs, Small and Multi-Jurisdiction Utilities, Community Choice Aggregators, and Energy Service Providers, with modifications. OP 6 of D.22-01-004 states that the IOUs are to submit a Tier 2 advice letter proposing their pro forma Voluntary Allocation contracts within 10 days of submission of its RPS Plan. PG&E filed its final 2021 RPS Plan on February 17, 2022.<sup>3</sup>

### **Voluntary Allocation Contract**

PG&E’s VA Contract is provided as Attachment 1 to this advice letter. PG&E’s VA Contract is a confirmation letter to an Edison Electric Institute (“EEI”) Master Power Purchase and Sale Agreement (“Master Agreement”), similar to the existing confirmation letter used in PG&E’s bundled RPS energy sales. Eligible LSEs in PG&E’s service territory that participate in the Voluntary Allocation process will need to have a Master Agreement in place with PG&E prior to the execution of the VA Contract.

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<sup>3</sup> See PG&E’s Renewables Portfolio Standard Final 2021 Renewable Energy Procurement Plan, filed February 17, 2022 in R.18-07-003.

### Voluntary Allocation Contract Summary

OP 2 of D.21-05-030 requires that Voluntary Allocations of PCIA-eligible RPS resources include certain features, of which PG&E responds to in kind by referencing sections of its VA Contract:

*(a) Voluntary Allocations shall comprise a “slice” of an IOU’s entire PCIA-eligible RPS portfolio. Load serving entities (LSEs) may elect to take a short-term allocation, a long-term allocation, or may choose to decline all or a portion of their allocation.<sup>4</sup>*

Article 2 (Total Allocation Amount) provides an opportunity for an LSE to make a short-term and/or long-term allocation election for a “slice” of the PCIA-eligible RPS portfolio in proportion to their vintaged, allocation share, which is based on each LSE’s forecasted annual load share.<sup>5</sup> Appendix B lists all PCIA-eligible resources for short-term allocation and Appendix C lists all PCIA-eligible resources for long-term allocation. Both Appendix B and Appendix C are consistent with D.21-05-030 in that they include resources with less than 10 years remaining or with 10 years or more remaining, respectively, reflecting “short-term” versus “long-term” designations. PG&E may modify these lists of resources in the event its pool of PCIA-eligible resources changes.

*(b) LSEs will be offered allocations of the PCIA-eligible RPS portfolio in proportion to their vintaged, forecasted annual load share. Each election shall be made in 10 percent increments of the LSE’s vintaged, forecasted annual load share.<sup>6</sup>*

Article 2 (Total Allocation Amount) provides an opportunity for an LSE to indicate a short-term and a long-term allocation election for a “slice” of the PCIA-eligible RPS portfolio in proportion to their vintaged allocation share, which is based on each LSE’s annual forecasted load share. The allocation elections must be in 10 percent increments.

*(c) LSEs electing to accept allocations shall be required to pay the applicable year’s market price benchmark (MPB) for RPS attributes received and may be required to meet certain credit or collateral requirements, netting agreement or other commercial arrangements.<sup>7</sup>*

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<sup>4</sup> D.21-05-030, OP 2, p. 63.

<sup>5</sup> Resources eligible for the long-term and short-term allocation meet the criteria set forth in PG&E Advice 6305-E, SCE Advice 4569-E and SDG&E Advice 3835-E.

<sup>6</sup> D.21-05-030, OP 2, p. 63.

<sup>7</sup> *Ibid.*

Article 5 (Compensation) specifies in the settlement calculations that the applicable RPS Market Price Benchmark (“MPB”) be used when pricing the allocated RPS attributes. Article 6 waives the credit and collateral requirements of the EEI Master Agreement. Other requirements will be in line with the EEI Master Agreement that PG&E requires in order to execute the VA Contract.

*(d) Long-term allocations shall last through the end of the term of the longest contract in the particular Power Charge Indifference Adjustment vintage, with the exclusion of evergreen contracts and utility-owned generation resources. Once accepted, the LSE may not decline its long-term allocation election in future years.<sup>8</sup>*

Article 2 (Total Allocation Amount) requires LSEs to select a fixed long-term allocation election for the entire delivery period of the VA Contract. Article 3 (Delivery Period) specifies that the delivery period for the long-term product will be through the end of the term of the longest contract in the PCIA vintage applicable to the LSE. This ensures that the LSE is responsible for its long-term allocation election in all future years.

*(e) An LSE’s long-term allocation election shall be set at a fixed percentage of its forecasted, vintaged, annual load share. Both the LSE’s forecasted vintaged, annual load shares and the RPS energy deliveries will change from year to year based on the updated forecasts of vintaged, annual loads and the actual RPS energy volumes realized in each year of the allocation term.<sup>9</sup>*

Article 2 (Total Allocation Amount) provides an opportunity for an LSE to indicate a short-term and a long-term allocation election for a “slice” of the RPS portfolio in proportion to their vintaged allocation share, which is based on each LSE’s forecasted annual load share. This “slice” will change from year to year, as it is based on actual RPS energy deliveries for a month and the most recent allocation share determined in the ERRA and RA proceedings.

*(f) LSEs shall be able to resell Voluntary Allocation shares of RPS energy, subject to the same RPS compliance requirements which already apply to IOU sales of RPS in their portfolios today. The RPS proceeding shall establish LSE reporting requirements for the resale of Voluntary Allocation shares.<sup>10</sup>*

The VA Contract does not prohibit resale of RPS energy. As noted, the RPS proceeding will establish LSE reporting requirements for resale of Voluntary Allocation shares.

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<sup>8</sup> *Ibid.*, pp. 63-64.

<sup>9</sup> *Ibid.*, p. 64.

<sup>10</sup> *Ibid.*

### Differences from CPUC-Approved RPS Sale Contracts

The primary differences between PG&E's CPUC-approved bundled RPS energy sale contract ("RPS Sale Contract") and the proposed VA Contract are related to the products offered and their respective delivery periods. PG&E's current RPS Sale Contract only includes fixed volumes of bundled RECs available for purchase in calendar year 2022 at a specified price by the buyer.<sup>11</sup> In contrast, the volumes available for allocation as part of the VA Contract represent a slice of PG&E's PCIA-eligible RPS portfolio that is eligible for allocation, as described in Advice 6305-E, in proportion to an LSE's vintaged allocation share, which is based on each LSE's forecasted annual load share. This "slice of portfolio" concept is similar to PG&E's existing carbon-free allocation contract that PG&E utilizes to allocate volumes from large hydroelectric resources and nuclear resources to eligible LSEs.<sup>12</sup> Further, PG&E will offer long-term allocations through the end of the term of the longest contract in the PCIA vintage applicable to the LSE, in line with D.21-05-030. For short-term allocations, PG&E has elected to offer these allocations through the end of the current RPS compliance period. PG&E is required to administer the Voluntary Allocation process no more than once for every RPS compliance period,<sup>13</sup> so LSEs will be able to elect short-term allocations for each respective compliance period. This provides line-of-sight clarity for eligible LSEs electing short-term allocations and aids in PG&E's administration of the product.

The pricing for the VA Contract is also different, as it is set at the then-current PCIA RPS MPB, that is, either the applicable forecast or final RPS MPB, with an annual true-up process as a settlement to ensure the final RPS MPB is used to appropriately price the prior year's RECs. The RPS Sale Contract pricing depends on bids received during the solicitation process.

Lastly, similar to PG&E's carbon-free allocation contract, PG&E has elected to not require specific credit and collateral terms in the VA Contract for LSEs in PG&E's territory serving departing load.

### Treatment of Short-Term and Long-Term Voluntary Allocations

PG&E includes both short-term and long-term voluntary allocations in the VA Contract, specifying that allocation elections must be made for both short-term and long-term products in 10 percent increments.

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<sup>11</sup> See PG&E's Final 2021 RPS Plan, Appendix G.3.

<sup>12</sup> See Advice 6348-E, "Pacific Gas and Electric Company's Conformed Bundled Procurement Plan Intent to Offer Carbon Free Energy Allocations," filed October 1, 2021.

<sup>13</sup> D.21-05-030, Conclusion of Law 13 (stating "RPS Voluntary Allocations should be held no more than once an RPS compliance period)."

### Deviations from Non-Modifiable Terms and Conditions for RPS Contracts

PG&E includes all non-modifiable terms and conditions from its existing RPS Sale Contract in the proposed VA Contract.

### CPUC Approval of Executed VA Contract

While the CPUC has yet to rule on this matter in R.18-07-003, PG&E references the position of the IOUs due to the need for clarity in this process such that (1) Voluntary Allocation contracts with no deviations from the pro forma contract approved through this Advice Letter process not require additional Commission approval, and (2) Voluntary Allocation contracts with deviations from the pro forma contract will require Commission approval through a Tier 1 advice letter.<sup>14</sup>

### Treatment of PCC Classification In Allocation Contract Is Consistent With Any Commission Resolution Of This Issue

The IOUs recommended that RECs eligible for PCC 0 classification that are allocated from the IOUs' PCIA-eligible RPS portfolios to eligible LSEs through the Voluntary Allocation process retain their PCC 0 classification eligibility, with the same benefits and limitations that apply to the IOUs' use of PCC 0 RECs.<sup>15</sup> The Commission has yet to rule on this matter in R.18-07-003. PG&E makes no representation or warranty concerning PCC categorization of allocated product in its VA Contract. Further, Section 1.4 of the VA Contract provides the LSE the right to account for or report the allocated products to a governmental entity. Thus, any CPUC resolution of the IOU's proposal will not impact the terms and conditions of the VA Contract.

### Proposed Timeline for Voluntary Allocation

PG&E provides an illustrative timeline for the implementation of the first Voluntary Allocation process as part of this advice letter. Consistent with D.21-05-030, PG&E anticipates the RPS proceeding will further address Voluntary Allocation matters.

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<sup>14</sup> See R.18-07-003, Joint Motion of Southern California Edison Company (U 338-E), Pacific Gas and Electric Company (U 39-E) and San Diego Gas & Electric Company (U 902-E) to Amend Scoping Memorandum to Accommodate Voluntary Allocation Structure (December 8, 2021).

<sup>15</sup> *Ibid.*

<b>Illustrative Voluntary Allocation Timeline for 2022</b>	
<b>Item</b>	<b>Date*</b>
PG&E files Tier 2 advice letter proposing a Voluntary Allocation contract for approval	February 28, 2022
PG&E completes initial 2023 load forecasting in line with Meet and Confer processes within Energy Resource Recovery Account (ERRA) and/or Resource Adequacy proceedings	April 2022
PG&E files its ERRA Forecast Application and informs eligible LSEs of initial forecast allocation shares for 2023 Voluntary Allocation	May 16, 2022
PG&E commences Voluntary Allocation contracting with eligible LSEs	May 2022
LSEs file Draft 2022 RPS Plans informed by Voluntary Allocation elections	Summer 2022
PG&E completes Fall Meet and Confer processes within ERRA proceedings and informs eligible LSEs of updated allocation shares for 2023 Voluntary Allocation.	October 2022

\*Unless specific dates are used, dates are approximate and subject to change.

This submittal would not increase any current rate or charge, cause the withdrawal of service, or conflict with any rate schedule or rule.

### **Protests**

Anyone wishing to protest this submittal may do so by letter sent electronically via E-mail, no later than March 21, 2022, which is 21 days<sup>16</sup> after the date of this submittal. Protests must be submitted to:

CPUC Energy Division  
ED Tariff Unit  
E-mail: EDTariffUnit@cpuc.ca.gov

The protest shall also be electronically sent to PG&E via E-mail at the address shown below on the same date it is electronically delivered to the Commission:

<sup>16</sup> The 20-day protest period concludes on a weekend, therefore, PG&E is moving this date to the following business day.





# ADVICE LETTER 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 E)

Utility type:

- ELC       GAS       WATER  
 PLC       HEAT

Contact Person: Kimberly Loo

Phone #: (415)973-4587

E-mail: PGETariffs@pge.com

E-mail Disposition Notice to: KELM@pge.com

EXPLANATION OF UTILITY TYPE

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

(Date Submitted / Received Stamp by CPUC)

Advice Letter (AL) #: 6517-E

Tier Designation: 2

Subject of AL: Tier 2 Advice Letter of Pacific Gas and Electric Company Requesting Approval of Voluntary Allocation Contract for Power Charge Indifference Adjustment Eligible Renewables Portfolio Standard Resources

Keywords (choose from CPUC listing): Compliance

AL Type:  Monthly  Quarterly  Annual  One-Time  Other:

If AL submitted in compliance with a Commission order, indicate relevant Decision/Resolution #: D.22-01-004

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: No

Summarize differences between the AL and the prior withdrawn or rejected AL:

Confidential treatment requested?  Yes  No

If yes, specification of confidential information:

Confidential information will be made available to appropriate parties who execute a nondisclosure agreement. Name and contact information to request nondisclosure agreement/ access to confidential information:

Resolution required?  Yes  No

Requested effective date: 3/30/22

No. of tariff sheets: 0

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: N/A

Service affected and changes proposed<sup>1</sup>: N/A

Pending advice letters that revise the same tariff sheets: N/A

<sup>1</sup>Discuss in AL if more space is needed.

**Protests and correspondence regarding this AL are to be sent via email and are due no later than 20 days after the date of this submittal, unless otherwise authorized by the Commission, and shall be sent to:**

California Public Utilities Commission  
Energy Division Tariff Unit Email:  
[EDTariffUnit@cpuc.ca.gov](mailto:EDTariffUnit@cpuc.ca.gov)

Contact Name: Sidnev Bob Dietz II. c/o Megan Lawson  
Title: Director, Regulatory Relations  
Utility/Entity Name: Pacific Gas and Electric Company  
  
Telephone (xxx) xxx-xxxx:  
Facsimile (xxx) xxx-xxxx:  
Email: PGETariffs@pge.com

Contact Name:  
Title:  
Utility/Entity Name:  
  
Telephone (xxx) xxx-xxxx:  
Facsimile (xxx) xxx-xxxx:  
Email:

CPUC  
Energy Division Tariff Unit  
505 Van Ness Avenue  
San Francisco, CA 94102

Clear Form

Advice 6517-E  
February 28, 2022

# **Attachment 1**

**VA Contract**

**MASTER POWER PURCHASE AND SALE AGREEMENT  
RENEWABLES PORTFOLIO STANDARD ENERGY ALLOCATION  
CONFIRMATION LETTER  
BETWEEN  
[NAME] (“PARTY A”)  
AND  
PACIFIC GAS AND ELECTRIC COMPANY (“PARTY B”)**

This confirmation letter (“Confirmation”) confirms the Transaction between [Name, place of formation, and type of entity] (“Party A” or “Buyer”), and Pacific Gas and Electric Company, a California corporation, (“Party B” or “Seller”), each individually a “Party” and together the “Parties”, which becomes effective on the date fully executed by both Parties (the “Confirmation Effective Date”), in which Seller agrees to provide to Buyer the Products, as such term is defined in this Confirmation. This Transaction is governed by the Master Power Purchase and Sale Agreement between the Parties, effective as of [Date of EEI Master between Parties], together with the Cover Sheet, [the Collateral Annex and Paragraph 10 to the Collateral Annex,] and any other annexes thereto (collectively, as amended, restated, supplemented, or otherwise modified from time to time, the “Master Agreement”). The Master Agreement and this Confirmation are collectively referred to herein as the “Agreement”. Capitalized terms used but not otherwise defined in this Confirmation, have the meanings specified for such terms in the Master Agreement, the RPS (defined herein) or the Tariff (defined herein), as applicable. If there is a conflict between the terms in this Confirmation and those in the Master Agreement, this Confirmation shall control. Section references herein are to this Confirmation unless otherwise noted.

**[Standard contract terms and conditions shown in shaded text are those that “may not be modified” per CPUC Decisions (“D.”) 07-11-025; D.10-03-021, as modified by D.11-01-025; and D.13-11-024.]**

**ARTICLE 1**  
**PRODUCT**

1.1 **Product.** “Products” means collectively, Short-Term Product and Long-Term Product. During the Delivery Period, Seller shall provide Buyer the Products equal to the Total Allocation Amount.

1.2 **Short-Term Product.** “Short-Term Product” means (a) all RPS Energy and Green Attributes generated and associated with the non-Greengate Resources in the Short-Term Resource Pool, and (b) all Green Attributes associated with the Greengate Resources in the Short-Term Resource Pool.

1.3 **Long-Term Product.** “Long-Term Product” means (a) all RPS Energy and Green Attributes generated and associated with the non-Greengate Resources in the Long-Term Resource Pool, and (b) all Green Attributes associated with the Greengate Resources in the Long-Term Resource Pool.

1.4 Buyer's Exclusive Right. Buyer has exclusive right to Products for the Total Allocation Amount, including the right to account for or report Products equal to the Total Allocation Amount to a Governmental Entity.

**ARTICLE 2**  
**TOTAL ALLOCATION AMOUNT**

2.1 Total Allocation Amount. "Total Allocation Amount" means the sum of the Total Short-Term Allocation Amount and the Total Long-Term Allocation Amount.

2.2 Total Short-Term Allocation Amount. The "Total Short-Term Allocation Amount" is the sum of all Monthly Short-Term Allocation Amounts in the Delivery Period. For every month in the Delivery Period, the "Monthly Short-Term Allocation Amount" will be the sum of all PCIA Short-Term Allocation Amounts in the month, where a "PCIA Short-Term Allocation Amount" will be calculated for every PCIA vintage applicable to Buyer as the product of (i) Short-Term Allocation Election, multiplied by (ii) Allocation Share for the applicable PCIA vintage, multiplied by (iii) the difference between (x) total RPS Energy for that month for every Resource in the Short-Term Resource Pool with the corresponding PCIA vintage, minus (y) any applicable Third Party Sales.

2.3 Total Long-Term Allocation Amount. The "Total Long-Term Allocation Amount" is the sum of all Monthly Long-Term Allocation Amounts in the Delivery Period. For every month in the Delivery Period, the "Monthly Long-Term Allocation Amount" for a month will be the sum of all PCIA Long-Term Allocation Amounts in the month, where a "PCIA Long-Term Allocation Amount" will be calculated for every PCIA vintage applicable to Buyer as the product of (i) Long-Term Allocation Election, multiplied by (ii) Allocation Share for the applicable PCIA vintage, multiplied by (iii) the difference between (x) total RPS Energy for that month for every Resource in the Long-Term Resource Pool with the corresponding PCIA vintage, minus (y) any applicable Third Party Sales.

2.4 Allocation Election. The "Short-Term Allocation Election" and "Long-Term Allocation Election" are specified in the table below and must be denoted in ten (10) percent increments:

<b>Product</b>	<b>Allocation Election</b>
Short-Term	[Buyer to fill in] %
Long-Term	[Buyer to fill in] %

2.5 Change in Resource Pools. Seller may remove a Resource from the Resource Pools for the following reasons: (i) if Seller's power purchase agreement corresponding to the Resource has expired or is terminated, (ii) if the Resource is no longer in Seller's PCIA-eligible portfolio for any other reason, or (iii) if the Resource is owned by Seller but ceases operation for Seller. Seller may add Resources to the Resource Pools in the following ways: (a) Seller may add Resources with PCIA vintages corresponding to the PCIA vintages where Buyer has an Allocation Share, or (b) Seller may add Resources from Customer Programs listed in Appendix D. Seller will provide Notice to Buyer identifying the facility or facilities that constitute the

Resources being added to the Resource Pools at least three (3) Business Days prior to the delivery of RPS Energy from such facility or facilities. Seller shall retain the sole and absolute discretion to modify, enforce, or terminate its power purchase agreements for Resources during the Delivery Period. Buyer shall not have any right to or discretion to request changes to the Resources or the Resource Pools during the Delivery Period.

2.6 Third Party Sales. From the Confirmation Effective Date throughout the Delivery Period, Seller shall have the right to sell all or any portion of Products to a third party (“Third Party Sale”). The amount of Third Party Sales will be incorporated in the calculation of the Monthly Short-Term Allocation Amount and Monthly Long-Term Allocation Amount for the applicable month in accordance with Article 2.

### **ARTICLE 3** **DELIVERY**

3.1 Delivery. Throughout the Delivery Period, Seller shall deliver, and Buyer shall receive, the Products in accordance with the Confirmation. Seller, or a qualified third party designated by Seller, will act as Scheduling Coordinator to deliver the Products in each hour to the CAISO at the Delivery Point. Buyer shall take title and risk of loss of the Products at the applicable Delivery Point selected by Seller.

3.2 Delivery Point. The “Delivery Point” is and shall mean where Seller, or a qualified third party designated by Seller, shall deliver to, and Buyer shall take possession of, the Products, which shall be NP 15, SP 15, and/or ZP 26, as selected by Seller, except for the Products from Greengate Resources, which will be conveyed in accordance with Article 4.

3.3 Delivery Period. The “Delivery Period” shall commence on January 1, 2023 for the Products and last through and until (a) December 31, 2024 for the Short-Term Product and/or (b) the Long-Term Product End Date for the Long-Term Product; provided that with regards to the Green Attributes portion of the Products, the Delivery Period shall last through and until that date upon which the amount of Green Attributes conveyed to Buyer meets the Total Allocation Amount. The Long-Term Product End Date will be determined by comparing the end dates of all power purchase agreements for Resources in the Long-Term Resource Pool with a PCIA vintage applicable to Buyer, and the latest end date will be the “Long-Term Product End Date.”

### **ARTICLE 4** **CONVEYANCE OF GREEN ATTRIBUTES**

4.1 Green Attributes. Seller represents and warrants that Seller holds the rights to such Green Attributes from the Resources in the Resource Pools and Seller agrees to convey such Green Attributes to Buyer as included in the delivery of the Products from the Resources in the Resource Pools subject to the terms and conditions of this Agreement.

4.2 Conveyance of Green Attributes. Seller shall convey to Buyer the Green Attributes associated with the Products no later than twenty-five (25) Business Days once the following have occurred: (a) Seller has obtained the WREGIS Certificates for the Green Attributes for the applicable Calculation Period or calendar year and (b) Seller has received Buyer’s payment of the Monthly Cash Settlement Amount in accordance with Article 5 herein. Since WREGIS

Certificates will only be created for whole MWh amounts of RPS Energy generated, any fractional MWh amounts (i.e., kWh) will be carried forward until sufficient generation is accumulated for the creation of a WREGIS Certificate. During the Delivery Period, Seller shall transfer all right, title, and interest in and to the WREGIS Certificates to Buyer's WREGIS account in an aggregate amount equivalent to the Total Allocation Amount.

4.3 WREGIS Certificate True-Up. A "WREGIS Certificate True-Up" means any deficit or surplus in WREGIS Certificates delivered to Buyer for a calendar month as compared to the sum of the (a) Monthly Short-Term Allocation Amount, plus (b) the Monthly Long-Term Allocation Amount for the same calendar month ("True-Up Month"). Any adjustments to resolve a WREGIS Certificate True-Up will be made as an adjustment on Seller's monthly invoice to Buyer in accordance with Article 5, provided that no adjustments will be made for any WREGIS Certificate True-Up after twenty-four (24) months from the True-Up Month.

## **ARTICLE 5** **COMPENSATION**

5.1 Calculation Period. The "Calculation Period" shall be each calendar month or portion thereof that Delivery was conveyed to Buyer.

5.2 Monthly Cash Settlement Amount. Buyer shall pay Seller the Monthly Cash Settlement Amount, in arrears, for each Calculation Period.

The "Monthly Cash Settlement Amount" for a particular Calculation Period shall be equal to (a) plus (b) minus (c), where:

(a) equals the product of the (i) Index Price multiplied by (ii) the sum of (x) Monthly Short-Term Allocation Amount, plus (y) Monthly Long-Term Allocation Amount; and

(b) equals the product of (i) either (x) the forecasted RPS MPB for the applicable year, or (y) if available, the final RPS MPB for the applicable year, multiplied by (ii) the sum of (a) Monthly Short-Term Allocation Amount, plus (b) Monthly Long-Term Allocation Amount; and

(c) equals the product of the (i) Index Price multiplied by (ii) the sum of (x) Monthly Short-Term Allocation Amount, plus (y) Monthly Long-Term Allocation Amount.

5.3 Annual Cash Settlement Amount. By March 31 of each calendar year, Seller will perform a true-up process for every Monthly Cash Settlement Amount from the previous year ("Annual Cash Settlement Amount"), where Seller will recalculate every Monthly Cash Settlement Amount from the prior calendar year that used the forecasted RPS MPB to instead use the final RPS MPB in congruence with Section 5.2.

(a) If, after determination of the Annual Cash Settlement Amount, Buyer owes Seller, Seller will invoice Buyer on the next monthly invoice.

(b) If, after determination of the Annual Cash Settlement Amount, Seller owes Buyer, Seller shall credit Buyer within each future monthly invoice until the Annual Cash Settlement Amount is paid. If Seller owes Buyer and there are no remaining Calculation Periods, Seller shall pay Buyer the remaining Annual Cash Settlement Amount balance on the last monthly invoice.

5.4 Payment. Notwithstanding anything to the contrary in Article Six of the Master Agreement, Buyer shall pay Seller the Monthly Cash Settlement Amount four (4) calendar months following the applicable Calculation Period and on or before the later of: (a) the twenty-fifth (25th) day of the month in which Buyer receives from Seller an invoice for the Calculation Period to which the Monthly Cash Settlement Amount pertains, or (b) within fifteen (15) days following receipt of an invoice issued by Seller for such applicable Calculation Period, provided that if such payment due date is not a Business Day, then on the next Business Day. This provision shall survive termination or expiration of the Agreement for all amounts due prior to such termination or expiration.

## **ARTICLE 6** **CREDIT TERMS**

The credit and collateral terms set forth in the Master Agreement shall not apply to either Party to this Confirmation.

## **ARTICLE 7** **SELLER'S REPRESENTATIONS, WARRANTIES, AND COVENANTS**

7.1 Seller Representations and Warranties. 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.

(a) For the avoidance of doubt, the term "Project" as used in the immediately preceding paragraph means Resources in the Resource Pool, and the phrase "Delivery Term" means the Delivery Period.

7.2 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.

(a) For the avoidance of doubt, the phrase “Delivery Term” as used in the immediately preceding paragraph means the Delivery Period.

**7.3 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.**

(a) For the avoidance of doubt, the term “contract” as used in the immediately preceding paragraph means this Confirmation, and the phrase “first delivery” means the first date of the Delivery Period.

7.4 In addition to the foregoing, Seller warrants, represents and covenants, as of the Confirmation Effective Date and throughout the Delivery Period, that:

(a) Seller has the contractual rights to sell all right, title, and interest in the Products required to be delivered hereunder;

(b) at the time of delivery, all rights, title, and interest in the Products required to be delivered hereunder are free and clear of all liens, taxes, claims, security interests, or other encumbrances of any kind whatsoever;

(c) Seller shall not substitute or purchase any Products from any generating resource other than the Resources in the Resource Pools hereunder; and

(d) the facility(s) designated by Seller as the Resources in the Resource Pools and all electrical output from the facility(s) designated as the Resources in the Resource Pools are, or will be, by the first date of the Delivery Period, registered with WREGIS as RPS-eligible.

## **ARTICLE 8**

### **TERMINATION AND CALCULATION OF TERMINATION PAYMENT**

In the event this Transaction becomes a Terminated Transaction pursuant to Section 5.2 of the Master Agreement, then the Settlement Amount with respect to this Transaction shall not be calculated in accordance with the Master Agreement, but instead shall be calculated as follows:

The Non-Defaulting Party shall determine its Gains and Losses by determining the Market Quotation Average Price for the Terminated Transaction. In the event the Non-Defaulting Party is not able, after commercially reasonable efforts, to obtain the Market Quotation Average Price with respect to the Terminated Transaction, then the Non-Defaulting Party shall calculate its Gains and Losses for the Terminated Transaction in a commercially reasonable manner by calculating the arithmetic mean of the quotes of at least three (3) Broker or Index Quotes based on the offers to sell or bids to buy, as applicable, obtained for transactions substantially similar to the Terminated Transaction. Such Broker or Index Quotes must be obtained assuming that the Party obtaining the quote will provide sufficient credit support for the proposed transaction. In the event the Non-Defaulting Party is not able, after commercially reasonable efforts to obtain at least three (3) such Broker or Index Quotes with respect to the Terminated Transaction, then the Non-Defaulting Party shall calculate its Gains and Losses for such Terminated Transaction in a

commercially reasonable manner by reference to information supplied to it by one or more third parties including, without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets. Third parties supplying such information may include, without limitation, dealers in the relevant markets, end-users of the relevant product, information vendors and other sources of market information; provided, however, that such third parties shall not be Affiliates of either Party. Only in the event the Non-Defaulting Party is not able, after using commercially reasonable efforts, to obtain such third-party information, then the Non-Defaulting Party shall calculate its Gains and Losses for such Terminated Transaction in a commercially reasonable manner using relevant market data it has available to it internally. If the Non-Defaulting Party's aggregate Gains exceed its aggregate Losses and Costs, if any, resulting from the termination of this Transaction, the Settlement Amount for this Transaction will be zero.

## **ARTICLE 9**

### **GENERAL PROVISIONS**

9.1 Buyer Audit Rights. In addition to any audit rights provided under the Master Agreement, Seller shall, upon the Confirmation Effective Date and continuing until the end of the Delivery Period, provide documentation (which may include, for example, WREGIS reports) sufficient to demonstrate that the Products have been conveyed and delivered to Buyer.

9.2 Governing Law.

(a) Notwithstanding any provision to the contrary in the Master Agreement, the Governing Law applicable to this Agreement shall be as set forth herein. This Section 9.2 does not change the Governing Law applicable to any other confirmation or transaction entered into between the Parties under the Master Agreement.

(b) 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.

**ACKNOWLEDGED AND AGREED TO:**

**Buyer, or Party A:**  
[NAME, place of formation, and type of  
entity]

**Seller, or Party B:**  
**PACIFIC GAS AND ELECTRIC  
COMPANY, a California corporation**

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX A

### DEFINED TERMS

Any capitalized terms used in this Confirmation but not otherwise defined below shall have the meaning ascribed to such term in the Master Agreement:

“Allocation Share” means Buyer’s most recent PCIA-vintaged share of RPS Energy, as determined by Seller, through Seller’s load forecasting processes to establish energy procurement revenue requirements for rate-setting purposes, within Energy Resource Recovery Account and/or Resource Adequacy proceedings, or successor proceedings. As of the Confirmation Effective Date, Buyer’s Allocation Share is listed in Appendix E.

“Applicable Law” means any statute, law, treaty, rule, tariff, 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, or any binding interpretation of the foregoing, as any of them is amended or supplemented from time to time, that apply to either or both of the Parties, the Product, or the terms of the Agreement.

“Annual Cash Settlement Amount” has the meaning set forth in Section 5.3.

“Balancing Authority” has the meaning set forth in the Tariff.

“Business Day” means all calendar days other than those days on which the Federal Reserve member banks in New York City are authorized or required by law to be closed, and shall be between the hours of 8:00 a.m. and 5:00 p.m. Pacific Prevailing Time for the relevant Party’s principal place of business where the relevant Party, in each instance unless otherwise specified, shall be the Party from whom written communications or payment or delivery is being sent and by whom written communications or payment or delivery is to be received.

“Buyer” means Party A.

“CAISO” means the California Independent System Operator Corporation or the successor organization to the functions thereof.

“Confirmation Effective Date” means the date in which the Confirmation is fully executed by both Parties.

“CPUC” means the California Public Utilities Commission.

“California Renewables Portfolio Standard” or “RPS” means the California renewables portfolio standard, as set forth in Cal. Pub. Util. Code §§ 399.11 et seq. and Cal. Pub. Res. Code §§ 25740-25751, and as administered by the CEC as set forth in the CEC RPS Eligibility Guidebook (9<sup>th</sup> Ed.), as may be subsequently modified by the CEC, and the California Public Utilities Commission (“CPUC”) as set forth in CPUC Decision (“D”) 08-08-028, D.08-04-009, D.11-01-025, D.11-12-020, D.11-12-052, D.12-06-038 and D.14-12-023, and as may be modified

by subsequent decision of the CPUC or by subsequent legislation, and regulations promulgated with respect thereto.

“CEC” means the California Energy Commission.

“CPUC” means the California Public Utilities Commission.

“Customer Programs” means Green Tariff Shared Renewables (GTSR) and Disadvantaged Communities (DAC) programs.

“Disadvantaged Communities” or “DAC” means the DAC-Green Tariff program, as set forth in CPUC Decision 18-06-027, as such decision may be amended from time to time or as further defined or supplemented by any law, rule, regulation, or other legal or regulatory determination by a court or Governmental Authority.

“Delivery Period” has the meaning set forth in Section 3.3.

“Delivery Point” has the meaning set forth in Section 3.2.

“Energy” means electrical energy, measured in MWh.

“Energy Resource Recovery Account” means the balancing account where utilities, including Seller, record and track energy procurement costs, as described in CPUC Decision D.02-10-062 and subsequent CPUC decisions addressing Energy Resource Recovery Account issues, as those obligations may be altered from time to time.

“FERC” means the Federal Energy Regulatory Commission.

“Green Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Resource, and its avoided emission of pollutants. Green Attributes include but are not limited to Renewable Energy Credits, as well as: (a) 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; (b) any avoided emissions of carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), 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 ; (c) 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 Electric Energy. Green Attributes do not include (i) any Electric Energy, capacity, reliability or other power attributes from the Resource, (ii) production tax credits associated with the construction or operation of the Resource and other financial incentives in the form of credits, reductions, or

allowances associated with the Resource 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 Resource for compliance with local, state, or federal operating and/or air quality permits. If the Resource 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 Resource.

“Green Tariff Shared Renewables” or “GTSR” means the Green Tariff Shared Renewables Program implemented per Senate Bill (SB) 43 (Stats. 2013, ch. 413 (Wolk)) and CPUC Decision 15-01-051.

“Greengate Resources” means the Halkirk I Wind Project, Blackspring Ridge IA Wind Project, and Blackspring Ridge IB Wind Project (all affiliates of Greengate Power Corporation).

“Governmental Authority” or “Governmental Entity” means any federal, state, local or municipal government, governmental department, commission, board, bureau, agency, or instrumentality, or any judicial, regulatory or administrative body, or the CAISO or any other transmission authority, having or asserting jurisdiction over a Party or the Agreement.

“Index Price” means the Trading Hub price (as defined in the Tariff) measured in \$/MWh, for each MWh of Product, and associated with the Product to the Delivery Point for each applicable hour as published by the CAISO on the CAISO website; or any successor thereto, unless a substitute publication and/or index is mutually agreed to by the Parties.

“Long-Term Product” has the meaning set forth in Section 1.3.

“Long-Term Product End Date” has the meaning set forth in Section 3.3.

“Long-Term Resource Pool” means Seller’s Resources in Appendix C reflecting power purchase agreements with terms that have 10 years or more remaining from the start of the Delivery Period.

“MWh” means megawatt-hour.

“Monthly Cash Settlement Amount” has the meaning set forth in Section 6.2.

“Monthly Long-Term Allocation Amount” has the meaning set forth in Section 2.3.

“Monthly Short-Term Allocation Amount” has the meaning set forth in Section 2.2.

“PG&E” means the Pacific Gas and Electric Company, its successors and assigns.

“PCIA” or “Power Charge Indifference Adjustment” is a charge to ensure that both PG&E customers and those who have left PG&E service to purchase electricity from other providers pay for the above-market costs for electric generation resources that were procured by PG&E on their

behalf. “Above market” refers to expenditures for generation resources that cannot be fully recovered through sales of these resources at current market prices.

“PCIA Long-Term Allocation Amount” has the meaning set forth in Section 2.3.

“PCIA Short-Term Allocation Amount” has the meaning set forth in Section 2.2.

“Products” has the meaning set forth in Section 1.1.

“Renewable Energy Credits” or “REC” has the meaning set forth in California Public Utilities Code Section 399.12(h) and CPUC Decision 08-08-028, as may be amended from time to time or as further defined or supplemented by Law.

“Resource(s)” means generation units owned by Seller or contracted by Seller, which corresponding costs are recovered through the PCIA.

“Resource Adequacy” or “RA” means the procurement obligation of load serving entities, as such obligations are described in CPUC Decisions D.04-10-035 and D.05-10-042 and subsequent CPUC decisions addressing Resource Adequacy issues, as those obligations may be altered from time to time, and all other capacity procurement obligations established by any other entity, including the CAISO.

“Resource Pools” means the Short-Term Resource Pool (Appendix B) and Long-Term Resource Pool (Appendix C).

“RPS Energy” means the Energy generated from Resources from the applicable Resource Pool(s).

“RPS Market Price Benchmark” or “RPS MPB” means the estimated incremental value of each unit of RPS-eligible energy that is attributable to the fact of that eligibility, in \$/MWh, as defined in CPUC D.19-10-001 or subsequent CPUC Decisions defining calculations of the RPS MPB for PCIA purposes.

“Scheduling Coordinator (SC)” means an entity certified by the CAISO to perform the functions as described in the Tariff.

“Seller” means Party B.

“Short-Term Product” has the meaning set forth in Section 1.2.

“Short-Term Resource Pool” means Seller’s Resources in Appendix B reflecting power purchase agreements with terms that have less than 10 years remaining from the start of the Delivery Period.

“Tariff” means the FERC-approved California Independent System Operator Tariff, including any current CAISO-published “Operating Procedures” and “Business Practice Manuals,” as may be amended, supplemented or replaced from time to time.

“Third Party Sale” has the meaning set forth in Section 2.6.

“Total Allocation Amount” has the meaning set forth in Section 2.1.

“Total Long-Term Allocation Amount” has the meaning set forth in Section 2.3.

“Total Short-Term Allocation Amount” has the meaning set forth in Section 2.2.

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

“WREGIS Certificate” has the same meaning as “Certificate” as defined by WREGIS in the WREGIS Operating Rules and are designated as eligible for complying with the California Renewables Portfolio Standard.

**APPENDIX B**  
**LIST OF RESOURCES IN SHORT-TERM RESOURCE POOL**

<b>Resource Name</b>	<b>Technology</b>	<b>CEC RPS ID</b>	<b>PCIA Vintage</b>	<b>End Date</b>
Olsen Power Partners	Small Hydro	60175	Non-Vintaged	12/31/2026
El Nido Biomass Facility	Biomass	60473	2005	2/8/2031
Chowchilla Biomass Facility	Biomass	60471	2005	2/8/2031
Klondike Wind Power III Project	Wind	60602	2007	3/31/2023
CalRenew-1	Solar PV	60475	2015	4/29/2030
Shiloh II Wind Project	Wind	60639	2007	1/31/2029
Rattlesnake Road Wind Power Project	Wind	60553	2008	1/4/2024
Hatchet Ridge	Wind	60741	2008	12/13/2025
CM10	Solar PV	60713	2008	12/31/2028
CM48	Solar PV	60786	2009	1/31/2031
Mt. Poso	Biomass	60695	2009	2/20/2027
Vantage Wind Energy Center	Wind	60712	2009	10/3/2025
Big Creek Waterworks	Small Hydro	60900	2009	6/22/2030
Norman Ross Burgess - Three Forks Water Power Project	Small Hydro	60502	2010	10/31/2031
Avenal Park	Solar PV	60912	2009	8/4/2031
Sun City Project	Solar PV	60913	2009	8/4/2031
Sand Drag	Solar PV	60914	2009	8/4/2031
Halkirk I Wind Project	Wind	60989	2010	12/18/2032
Coram Brodie	Wind	60973	2010	6/5/2032
Shiloh III Wind Project	Wind	61069	2010	3/8/2032
Wind Resource II	Wind	61468	2012	9/30/2023
ABEC Bidart-Old River	Digester Gas	62369	2012	3/9/2029
ABEC Bidart-Stockdale	Digester Gas	60886	2012	9/11/2023
Diablo Winds	Wind	60030	2013	6/30/2031

**APPENDIX C**  
**LIST OF RESOURCES IN LONG-TERM RESOURCE POOL**

<b>Resource Name</b>	<b>Technology</b>	<b>CEC RPS ID</b>	<b>PCIA Vintage</b>	<b>End Date</b>
Montezuma Wind Energy Center	Wind	60543	2010	1/27/2036
High Plains Ranch II	Solar PV	60603	2008	10/30/2038
Topaz Solar Farm	Solar PV	61698	2008	10/26/2039
Ivanpah Unit 1	Solar Thermal	62273	2009	1/20/2039
Ivanpah Unit 3	Solar Thermal	62275	2009	1/26/2039
AV Solar Ranch One	Solar PV	60790	2009	11/20/2039
Alpine Solar Project	Solar PV	60755	2010	1/17/2033
Agua Caliente Solar Project	Solar PV	60894	2009	6/22/2039
High Plains Ranch III	Solar PV	60603	2010	9/30/2038
Mojave Solar Project	Solar Thermal	60848	2009	12/3/2039
Genesis Solar Energy Project	Solar Thermal	60605	2009	3/6/2039
DTE Stockton	Biomass	60964	2009	2/20/2039
Alpaugh 50	Solar PV	60945	2010	3/7/2038
Alpaugh North	Solar PV	60946	2010	3/7/2038
Atwell Island	Solar PV	60947	2010	3/11/2038
Corcoran	Solar PV	60948	2010	8/14/2038
White River	Solar PV	60949	2010	6/26/2038
Sunshine Landfill	Landfill Gas	60815	2010	8/31/2034
Potrero Hills Landfill	Landfill Gas	63116	2010	4/12/2041
Blackspring Ridge IA	Wind	60987	2010	5/11/2034
Blackspring Ridge IB	Wind	60988	2010	5/11/2034
Desert Center Solar Farm	Solar PV	61068	2010	12/16/2039
Mesquite Solar 1	Solar PV	60875	2010	3/7/2033
North Star Solar	Solar PV	61198	2010	6/18/2035
Vasco Wind Energy Center	Wind	61344	2010	3/12/2037
Montezuma II Wind Energy Center	Wind	61345	2010	3/13/2037
Kansas South	Solar PV	61264	2011	6/24/2033
Westlands Solar Farms	Solar PV	61755	2011	4/30/2034
Orion Solar	Solar PV	61570	2011	6/25/2034
North Sky River Energy Center	Wind	61385	2011	12/20/2037
Copper Mountain Solar 2	Solar PV	60990	2011	5/12/2040
Shiloh IV Wind Project	Wind	61617	2011	1/27/2038
Mammoth G3	Geothermal	60315	2012	3/31/2033
West Antelope	Solar PV	61850	2012	2/8/2035

Western Antelope Blue Sky Ranch A	Solar PV	61517	2012	2/16/2035
Nevada Irrigation District (NID) - Dutch Flat / Rollins / Bowman	Small Hydro	60264 / 60265 / 60171	2012	6/30/2033
SPI Biomass Portfolio – Anderson 2 / Burney / Lincoln / Sonora / Quincy	Biomass	61146 / 60087 / 60088 / 60576 / 60089	2012	9/8/2035
Kansas	Solar PV	61263	2012	12/31/2037
Lost Hills Solar	Solar PV	61893	2012	12/31/2043
Cuyama Solar Array	Solar PV	61891	2012	12/31/2043
Blackwell Solar	Solar PV	61892	2012	12/31/2043
Henrietta Solar	Solar PV	61841	2012	9/30/2036
Kent South	Solar PV	61262	2012	2/18/2035
Algonquin SKIC 20 Solar	Solar PV	61558	2012	5/14/2035
White River Solar 2	Solar PV	62045	2012	10/1/2034
Mammoth G1	Geothermal	60306	2012	12/25/2033
Alamo Solar, LLC	Solar PV	61453	2012	6/29/2035
CID Solar PV Project	Solar PV	62285	2012	3/19/2035
Old River One	Solar PV	60853	2013	2/8/2035
Shafter Solar	Solar PV	62325	2013	7/15/2035
Rising Tree Wind Farm II	Wind	62426	2013	8/6/2035
Kekawaka Creek Hydroelectric Facility	Small Hydro	60186	2013	5/31/2035
RE Astoria	Solar PV	62284	2013	1/2/2034
Midway Solar Farm I	Solar PV	61295	2013	5/31/2040
California Flats Solar Project	Solar PV	62552	2013	4/9/2034
Portal Ridge Solar C Project	Solar PV	61684	2014	4/20/2037
Sunray 2	Solar PV	62694	2014	8/24/2037
Bayshore Solar A	Solar PV	63133	2015	1/22/2038
Bayshore Solar B	Solar PV	63134	2015	1/22/2038
Bayshore Solar C	Solar PV	63135	2015	1/22/2038
Java Solar	Solar PV	63137	2016	12/31/2039
RE Gaskell West 3	Solar PV	63619	2017	1/14/2038
RE Gaskell West 4	Solar PV	63617	2017	1/14/2038
RE Gaskell West 5	Solar PV	63618	2017	1/14/2038
PGE Alta	Small Hydro	60033	Pre-2002	N/A
PGE Centerville	Small Hydro	60034	Pre-2002	N/A
PGE Coleman	Small Hydro	60037	Pre-2002	N/A
PGE Cow Creek	Small Hydro	60038	Pre-2002	N/A
PGE Crane Valley	Small Hydro	60039	Pre-2002	N/A
PGE Deer Creek	Small Hydro	60040	Pre-2002	N/A
PGE De Sabla	Small Hydro	60041	Pre-2002	N/A

PGE Dutch Flat 1	Small Hydro	60042	Pre-2002	N/A
PGE Halsey	Small Hydro	60043	Pre-2002	N/A
PGE Hamilton Branch	Small Hydro	60044	Pre-2002	N/A
PGE Hat 1	Small Hydro	60045	Pre-2002	N/A
PGE Hat 2	Small Hydro	60046	Pre-2002	N/A
PGE Inskip	Small Hydro	60047	Pre-2002	N/A
PGE Kerckhoff 1	Small Hydro	62360	Pre-2002	N/A
PGE Kilarc	Small Hydro	60049	Pre-2002	N/A
PGE Lime Saddle	Small Hydro	60050	Pre-2002	N/A
PGE Newcastle	Small Hydro	60053	Pre-2002	N/A
PGE Oak Flat	Small Hydro	60276	Pre-2002	N/A
PGE Phoenix	Small Hydro	60054	Pre-2002	N/A
PGE Potter Valley	Small Hydro	60055	Pre-2002	N/A
PGE Five Points	Solar PV	61432	2010	N/A
PGE Stroud	Solar PV	61434	2010	N/A
PGE Westside	Solar PV	61433	2010	N/A
PGE Cantua	Solar PV	61823	2011	N/A
PGE Giffen	Solar PV	61822	2011	N/A
PGE Huron	Solar PV	61821	2011	N/A
PGE Gates	Solar PV	62353	2012	N/A
PGE Guernsey	Solar PV	62354	2012	N/A
PGE West Gates	Solar PV	62352	2012	N/A
PGE Rock Creek RPS	Small Hydro	62269	Pre-2002	N/A
PGE San Joaquin 1A	Small Hydro	60056	Pre-2002	N/A
PGE San Joaquin 2	Small Hydro	60057	Pre-2002	N/A
PGE San Joaquin 3	Small Hydro	60058	Pre-2002	N/A
PGE South	Small Hydro	60059	Pre-2002	N/A
PGE Spaulding 1	Small Hydro	60060	Pre-2002	N/A
PGE Spaulding 2	Small Hydro	60061	Pre-2002	N/A
PGE Spaulding 3	Small Hydro	60062	Pre-2002	N/A
PGE Spring Gap	Small Hydro	60063	Pre-2002	N/A
PGE Toadtown	Small Hydro	60064	Pre-2002	N/A
PGE Tule River	Small Hydro	60065	Pre-2002	N/A
Vaca-Dixon Solar (PG&E)	Solar PV	60966	2010	N/A
PGE Volta 1	Small Hydro	60066	Pre-2002	N/A
PGE Volta 2	Small Hydro	60067	Pre-2002	N/A
PGE West Point	Small Hydro	60068	Pre-2002	N/A
PGE Wise 1	Small Hydro	60069	Pre-2002	N/A
PGE Wise 2	Small Hydro	60070	Pre-2002	N/A
PGE A.G.Wishon	Small Hydro	60032	Pre-2002	N/A

**APPENDIX D**  
**LIST OF PCIA-ELIGIBLE RESOURCES IN TEMPORARY RESOURCE POOLS**

<b>Resource Name</b>	<b>Resource Pool</b>	<b>Technology</b>	<b>CEC RPS ID</b>	<b>PCIA Vintage</b>	<b>End Date</b>
Shafter Solar	GTSR	Solar PV	62325	2013	7/15/2035
Columbia Solar Energy	GTSR	Solar PV	62051	2012	12/13/2035
Morelos del Sol	GTSR	Solar PV	62272	2013	2/29/2036
Woodmere Solar Farm	GTSR, DAC	Solar PV	62429	2013	2/24/2036
CED Corcoran Solar 3	GTSR	Solar PV	62783	2015	11/30/2036
CED Oro Loma Solar Project A	GTSR	Solar PV	62841	2014	2/23/2037
Avenal Solar Project A	GTSR	Solar PV	62840	2014	3/9/2037
CED Oro Loma Solar Project B	GTSR	Solar PV	62841	2014	3/9/2037
Avenal Solar Project B	GTSR	Solar PV	62840	2014	3/9/2037
Westside Solar	GTSR	Solar PV	61185	2015	5/1/2037
Aspiration Solar G	GTSR	Solar PV	61486	2015	10/26/2037
Summer Wheat	GTSR, DAC	Solar PV	61837	2015	12/9/2038
White River Solar 2	GTSR	Solar PV	62045	2012	10/1/2034

**APPENDIX E**  
**BUYER'S ALLOCATION SHARE**

PCIA Vintage	Buyer's Allocation Share (%)
2009	
2010	
2011	
2012	
2013	
2014	
2015	
2016	
2017	
2018	
2019	
2020	
2021	
2022	
2023	
2024	

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

AT&T  
Albion Power Company

Alta Power Group, LLC  
Anderson & Poole

Atlas ReFuel  
BART

Barkovich & Yap, Inc.  
Braun Blasing Smith Wynne, P.C.  
California Cotton Ginners & Growers Assn  
California Energy Commission

California Hub for Energy Efficiency  
Financing

California Alternative Energy and  
Advanced Transportation Financing  
Authority  
California Public Utilities Commission  
Calpine

Cameron-Daniel, P.C.  
Casner, Steve  
Center for Biological Diversity

Chevron Pipeline and Power  
City of Palo Alto

City of San Jose  
Clean Power Research  
Coast Economic Consulting  
Commercial Energy  
Crossborder Energy  
Crown Road Energy, LLC  
Davis Wright Tremaine LLP  
Day Carter Murphy

Dept of General Services  
Don Pickett & Associates, Inc.  
Douglass & Liddell

East Bay Community Energy Ellison  
Schneider & Harris LLP  
Engineers and Scientists of California

GenOn Energy, Inc.  
Goodin, MacBride, Squeri, Schlotz &  
Ritchie  
Green Power Institute  
Hanna & Morton  
ICF  
International Power Technology

Intertie

Intestate Gas Services, Inc.  
Kelly Group  
Ken Bohn Consulting  
Keyes & Fox LLP  
Leviton Manufacturing Co., Inc.

Los Angeles County Integrated  
Waste Management Task Force  
MRW & Associates  
Manatt Phelps Phillips  
Marin Energy Authority  
McClintock IP  
McKenzie & Associates

Modesto Irrigation District  
NLine Energy, Inc.  
NRG Solar

OnGrid Solar  
Pacific Gas and Electric Company  
Peninsula Clean Energy

Pioneer Community Energy

Public Advocates Office

Redwood Coast Energy Authority  
Regulatory & Cogeneration Service, Inc.  
SCD Energy Solutions  
San Diego Gas & Electric Company

SPURR  
San Francisco Water Power and Sewer  
Sempra Utilities

Sierra Telephone Company, Inc.  
Southern California Edison Company  
Southern California Gas Company  
Spark Energy  
Sun Light & Power  
Sunshine Design  
Tecogen, Inc.  
TerraVerde Renewable Partners  
Tiger Natural Gas, Inc.

TransCanada  
Utility Cost Management  
Utility Power Solutions  
Uplight  
Water and Energy Consulting Wellhead  
Electric Company  
Western Manufactured Housing  
Communities Association (WMA)  
Yep Energy