

**THIRD AMENDMENT TO THE  
POWER PURCHASE AGREEMENT  
BETWEEN  
DG FAIRHAVEN LLC  
AND  
PACIFIC GAS AND ELECTRIC COMPANY  
(PG&E LOG NO. 19P005)**

THIS THIRD AMENDMENT ("Amendment") is made by and between PACIFIC GAS AND ELECTRIC COMPANY ("PG&E" or "Buyer"), a California corporation, and DG FAIRHAVEN LLC, a Delaware limited liability company ("Seller"). PG&E and Seller are sometimes referred to herein individually as "Party" and collectively as the "Parties." Except as modified by this Amendment, the PPA (as defined below) remains unchanged.

**RECITALS**

A. On September 18, 1984, Seller (or Seller's predecessor, as applicable) and PG&E entered into a Power Purchase Agreement (as amended to date, the "PPA"; the PPA as amended by this Amendment, the "Agreement"), pursuant to which PG&E purchases renewable electric power from Seller and Seller sells renewable electric power to PG&E.

B. Seller and PG&E now desire to modify purchase price and certain terms and conditions of the PPA, and add certain performance and payment adjustment provisions to the PPA by entering into the PPA modifications set forth below.

**AMENDMENT**

In consideration of the mutual promises and covenants contained herein, PG&E and Seller agree to modify the PPA as follows:

**1. DEFINITIONS**

When used herein, the following definitions shall be used to interpret this Amendment. Terms used but not defined herein shall have their meaning given in the PPA.

"Amendment Price" means the price in United States dollars (\$U.S.) to be paid by PG&E to Seller for the purchase of the Product. The Amendment Price includes the Firm Capacity Price (as defined in the PPA) and the Fixed Energy Price as specified in Section 3.2.

"Amendment Term" has the meaning specified in Section 2.

"Business Day" means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday and shall be between the hours of 8:00 a.m. and 5:00 p.m. Pacific time.

"Buyer Curtailed Energy" has the meaning specified in Section 3.5(a).

“Buyer Curtailment Order” means the written instruction from PG&E to Seller ordering that Seller reduce generation from the Project to 12 MW, and for the period of time set forth in such order in accordance with the requirements of Section 3.5.

“Buyer Curtailment Period” means the period of hours during which PG&E orders Seller to reduce generation from the Project for reasons other than force majeure or other curtailment allowed by the PPA.

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

“CAISO Grid” means the system of transmission lines and associated facilities of the Participating Transmission Owners that have been placed under the CAISO’s operational control.

“CAISO Penalties” means any fees, liabilities, assessments, or similar charges assessed by the CAISO for (a) violation of the CAISO Tariff and all applicable protocols, WECC rules or CAISO operating instructions or orders or (b) as a result of a Party’s failure to follow Good Utility Practices. In either case “CAISO Penalties” do not include the costs and charges related to Scheduling and imbalances as addressed in Section 3.6(c).

“CAISO Tariff” means the CAISO FERC Electric Tariff, Fifth Replacement Volume Nos. I and II, as it may be amended, supplemented or replaced (in whole or in part) from time to time.

“California Renewables Portfolio Standard” means the renewable energy program and policies established by California State Senate Bills 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 are amended or supplemented from time to time.

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

“Condition Precedent” means each of, or one of, the conditions set forth in Section 4 below and “Conditions Precedent” shall refer to all of the conditions set forth in Section 4 below.

“Contract Quantity” has the meaning given in Section 3.2(d).

“Contract Year” means each consecutive twelve (12) month period commencing with the Delivery Commencement Date.

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

“CPUC Approval” means a final and non-appealable order of the CPUC, without conditions or modifications unacceptable to the Parties, or either of them, which contains the following terms:





(a) approves this Agreement in its entirety, including payments to be made by the Buyer, subject to CPUC review of the Buyer's administration of the Agreement; and

(b) finds that any procurement pursuant to this Agreement is procurement from an eligible renewable energy resource for purposes of determining Buyer's compliance with any obligation that it may have to procure eligible renewable energy resources pursuant to the California Renewables Portfolio Standard (Public Utilities Code Section 399.11 *et seq.*), Decision 03-06-071, or other applicable law.

"CPUC Approval Period" shall be the period commencing on the Delivery Commencement Date and ending on the Effective Date,

For the purposes of the Section (a), above, "Agreement" means this Amendment.

"Curtailed Amount" has the meaning specified in Section 3.5(a).

"Day-Ahead Forecast" has the meaning specified in Section 3.4(d).

"Day-Ahead Schedule" has the meaning set forth in the CAISO Tariff.

"Delivered Energy" means net energy output (as defined in the PPA) delivered in accordance with the Agreement.

"Delivery Commencement Date" means February 3, 2011.

"Distribution Upgrades" has the meaning set forth in the CAISO Tariff.

"Effective Date" has the meaning specified in Section 2.

"Electric System Upgrades" means any Network Upgrades, Distribution Upgrades, or Interconnection Facilities that are determined to be necessary by the CAISO or Participating Transmission Owner, as applicable, to physically and electrically interconnect the Project to the Participating Transmission Owner's electric system for receipt of net electrical output at the Point of Interconnection (as defined in the CAISO Tariff) if connecting to the CAISO Grid, or the point of interconnection, if the Participating TO's electric system is not part of the CAISO Grid.

"Energy Deviation(s)" means the absolute value of the difference, in MWh, in any Settlement Interval between (a) the final accepted Bid (as defined in the CAISO Tariff) submitted for the Project for the hour of the Settlement Interval divided by the number of Settlement Intervals in the hour; and (b) Delivered Energy for the Settlement Interval.

"Facility" means the electric power generation plant and appurtenances used by Seller to produce the electricity sold to Buyer under the Agreement.

"Forecasting Penalties" has the meaning specified in Section 3.6(c).

"Forced Outage" has the meaning set forth in the CAISO Tariff.

“Good Utility Practice” has the meaning provided in the CAISO Tariff.

“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;<sup>1</sup> (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.

“Hour-Ahead Scheduling Process” has the meaning set forth in the CAISO Tariff.

“Interconnection Customer’s Interconnection Facilities” has the meaning set forth in the CAISO Tariff.

“Interconnection Facilities” has the meaning set forth in the CAISO Tariff.

“Network Upgrades” has the meaning set forth in the CAISO Tariff.

“New IA Date” has the meaning specified in Section 3.9(b).

<sup>1</sup> 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.





“Outage Notification Procedures” means the procedures specified in Appendix B, attached hereto. PG&E reserves the right to revise or change the procedures upon written Notice to Seller.

“Participating Transmission Owner” means an entity that (a) owns, operates and maintains transmission lines and associated facilities and/or has entitlements to use certain transmission lines and associated facilities and (b) has transferred to the CAISO operational control of such facilities and/or entitlements to be made part of the CAISO Grid.

“Planned Outage” means the removal of equipment from service availability for inspection and/or general overhaul of one or more major equipment groups. To qualify as a Planned Outage, the maintenance (a) must actually be conducted during the Planned Outage, and in Seller’s sole discretion must be of the type that is necessary to reliably maintain the Project, (b) cannot be reasonably conducted during Project operations, and (c) causes the generation level of the Project to be reduced by at least ten percent (10%) of the Contract Capacity.

“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 Project, including, without limitation, renewable attributes, capacity attributes and Green Attributes.

“Project” means the Facility and all rights, obligations, and assets associated with ownership and operation of the Facility. For purposes of defining Green Attributes, the word “project” shall have the meaning set forth in this definition.

“Real-Time Forced Outage” means a Forced Outage which occurs only after 5:00 p.m. California time on the day before a Trading Day impacted by such Forced Outage.

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

“Schedule” has the meaning set forth in the CAISO Tariff.

“Settlement Interval” means any one of the six ten (10) minute time intervals beginning on any hour and ending on the next hour (e.g. 12:00 to 12:10, 12:10 to 12:20, etc.).

“SRAC” means full short-run avoided operating costs, as such term is defined in the PPA.

“True-up” means a retroactive payment as specified in section 3.2 from PG&E to Seller for the difference between the Amendment Price and the price payable or paid to Seller under the PPA from the Effective Date.

“WECC” means the Western Electricity Coordinating Council or successor agency.

## **2. TERM**



This Amendment shall become effective upon full satisfaction of the Conditions Precedent laid out in Section 4 of this Amendment, ("Effective Date") and remain in effect for a period ending three years after the Delivery Commencement Date ("Amendment Term"), unless terminated in accordance with the provisions hereof. PG&E shall have the option to extend the Amendment Term for each of two additional one year periods, such option to be exercised by written notice to Seller on or before ninety (90) days prior to the expiration of this Amendment. In the event that such option is exercised, the terms and conditions of this Amendment shall remain in effect throughout the period of such extension. Further, the Parties agree to meet and confer with respect to the future operations of the Project at least 6 months prior to the expiration date of the PPA, February 3, 2017, upon the prior written request of either Party.

**3. OBLIGATIONS AND DELIVERIES**

3.1 Intentionally omitted.

3.2 Amendment Price and Performance Requirements.

(a) Subject to satisfaction of the Conditions Precedent, during the CPUC Approval Period and the Amendment Term, the Fixed Energy Price ("Fixed Energy Price") shall be \$ 82.42/MWh. PG&E shall continue to measure and pay for capacity in accordance with the PPA.

(b) Time of Delivery (TOD) Periods.

SEASON AND TIME PERIOD			
	Period A – Summer	Period B – Winter	
Time Period	May 1 - October 31	November 1 – April 30	Applicable Days
Peak	Noon - 6:00 p.m.	NA	Weekdays except Holidays
Partial-Peak	8:30 a.m. – Noon	11:00 a.m. - 12:00 a.m.	Weekdays except Holidays
	6:00 p.m. - 9:30 p.m.		Weekdays except Holidays
Off-Peak	9:30 p.m. - 1:00 a.m.	12:00 a.m. - 1:00 a.m.	Weekdays except Holidays
	5:00 a.m. - 8:30 a.m.	5:00 a.m. - 11:00 a.m.	Weekdays except Holidays
	5:00 a.m. - 1:00 a.m.	5:00 a.m. - 1:00 a.m.	Weekends & Holidays
Super Off-Peak	1:00 a.m. - 5:00 a.m.	1:00 a.m. - 5:00 a.m.	All Days

"Holiday", as used in the above table, means New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day. When a Holiday falls on a Sunday, the following Monday will be recognized as a Holiday. No change will be made for Holidays falling on Saturday.

(c) TOD Factors. In accordance with all other terms of this Article 3.2, the Fixed Energy Price for Delivered Energy and Buyer Curtailed Energy shall be adjusted by the following Time of Delivery Factors ("TOD Factors") for each of the specified TOD Periods in which Delivered Energy is delivered or Buyer Curtailed Energy is deemed delivered:

Summer

Winter



Peak	1.2564	N/A
Partial-Peak	1.1535	1.1395
Off-Peak	0.9155	0.9628
Super Off-Peak	0.7439	0.8216

Off-Peak TOD Factors will be calculated as a residual to preserve the correctness of the monthly hourly weighting. An example for Period A – Summer is: [Number of hours in month - (1.2564 \* Number of Summer Peak hours in Month) - (1.1535 \* Number of Summer Partial-Peak hours in Month) - (0.7439 \* Number of Summer Super Off-Peak hours in Month)] / Number of Summer Off-Peak hours in Month.

These new TOD Factors shall replace the TOD Factors in the PPA until the expiration or termination of this Amendment.

(d) Subject to satisfaction of the Conditions Precedent, for each Contract Year, the Fixed Energy Price paid to Seller shall be based on the quantity of net energy output delivered as outlined below:

(i) If, in the case of any Contract Year, Seller delivers at least 95% of the Contract Quantity, as determined after application of the current generator meter multiplier, it shall receive the Fixed Energy Price. “Contract Quantity” means in the case of a Contract Year, 106,317 MWh; which amount shall be reduced by the amount of any net energy output not delivered during such Contract Year as a result of PG&E’s breach of this Agreement or any circumstance described in clause (b) or (c) of Section E-2 of Appendix E to the PPA (but, for the avoidance of doubt, excluding curtailment under Section 3.5 of this Amendment since energy not delivered as a result of such a curtailment will be deemed delivered as set forth in Section 3.5 of this Amendment).

(ii) If Seller delivers at least 90% of the Contract Quantity but less than 95% of the Contract Quantity, it shall receive 80% of the Fixed Energy Price.

(iii) If Seller delivers less than 90% of the Contract Quantity, it shall receive the lesser of (a) 80% of the Fixed Energy Price or (b) the SRAC.

(iv) PG&E shall pay for Seller’s deliveries to the extent exceeding 120% of the Contract Quantity at the lesser of the Fixed Energy Price or the SRAC.

The current generator meter multiplier shall continue to be applied to the metered energy. Additionally, the firm capacity price and performance bonus factor shall continue to apply.

(e) True-ups.

(i) CPUC Approval True-up. Progress towards the Contract Quantity shall be measured beginning on the Delivery Commencement Date. During the CPUC Approval Period, PG&E shall make payments for energy in accordance with the PPA. PG&E need not pay the Fixed Energy Price for the CPUC Approval Period

unless and until the Conditions Precedent are satisfied. If the Conditions Precedent are satisfied, then PG&E shall pay for Energy delivered during the CPUC Approval Period in accordance with Sections 3.2(a) – (d). Within 45 days after CPUC Approval, Buyer shall True-up the difference between payments under the PPA and payments under the Amendment during the CPUC Approval Period by making a retroactive payment to Seller such that payments made to Seller by PG&E for deliveries during the CPUC Approval Period match the amount calculated by the following formula for the CPUC Approval Period:  $\text{Delivered Energy} * (\text{SRAC} + (0.5 * (\text{Fixed Energy Price} - \text{SRAC})))$ .

(ii) Annual True-Up. After the Conditions Precedent are satisfied, Seller shall be paid monthly for energy delivered according to the following formula:  $\text{Delivered Energy} * (\text{SRAC} + (0.5 * (\text{Fixed Energy Price} - \text{SRAC})))$ . Beginning 12 months following the Delivery Commencement Date, and every 12 months thereafter until 12 months following expiration of Amendment Term, PG&E or Seller as applicable shall make a retroactive payment such that payments made to Seller by PG&E for annual deliveries match the Amendment Price as calculated in accordance with Section 3.2(d) above based on the percent of the annual Contract Quantity delivered by Seller. Notwithstanding the above, the total payments made to Seller per MWh delivered in each Contract Year shall not exceed \$107.42/MWh, inclusive of capacity payments. If PG&E's payments to Seller exceed \$107.42/MWh, then Seller shall refund any excess payment to PG&E. For purposes of implementing the final true-up, the provisions of this Amendment shall remain binding upon the parties and effective for a period of 18 months following the end of the Amendment Term.

Annual True-up payment shall be made within thirty (30) days after the end of the applicable true-up period.

(f) Subsidies or Grants. Seller shall use commercially reasonable efforts to obtain public subsidies and or grants if requested by PG&E; to the extent these are paid to the Seller, Seller shall return 80% of any such payment to PG&E. Seller shall provide an annual attestation of subsidies received in a form reasonably acceptable to PG&E.

3.3 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.

3.4 Delivered Energy Forecasting. To avoid Forecasting Penalties set forth in Section 3.6(c), Seller shall use commercially reasonable efforts to forecast the Delivered Energy of the Project accurately and to transmit such information in a format reasonably acceptable to PG&E. PG&E and Seller shall agree upon reasonable changes to the requirements and procedures set forth below from time-to-time, as necessary to comply with CAISO Tariff changes, accommodate changes to their respective generation technology and organizational structure and



address changes in the operating and Scheduling procedures of PG&E, Third-Party Scheduling Coordinator ("SC") (if applicable) and the CAISO, including but not limited to automated forecast and outage submissions.

(a) Annual Forecast of Delivered Energy. No later than (I) two (2) Business Days after PG&E notifies Seller that PG&E has executed this Amendment, and (II) July 1 of each calendar year for every subsequent year during the Amendment Term, Seller shall provide to PG&E a non-binding forecast of the hourly Delivered Energy for an average day in each month of the following calendar year in a form reasonably acceptable to PG&E.

(b) Monthly Forecast of Delivered Energy. Ten (10) Business Days before the beginning of each month during the Amendment Term (except that for the first month during the Amendment Term such date shall be two (2) Business Days after PG&E notifies Seller that PG&E has executed this Amendment if such second Business Day is later), Seller shall provide to PG&E a non-binding forecast of the hourly Delivered Energy for each day of the following month in a form reasonably acceptable to PG&E.

(c) Daily Forecast of Delivered Energy. During the Amendment Term, Seller or Seller's agent shall provide a binding Day-Ahead forecast of Delivered Energy (the "Day-Ahead Forecast") to PG&E (each Day-Ahead Forecast shall be sent to PG&E via PG&E's internet site, as provided in Appendix A), for each day no later than fourteen (14) hours before the beginning of the "Preschedule Day" (as defined by the WECC) for such day. The current industry standard Preschedule Day timetable in the WECC is as follows:

- (1) Monday – Preschedule Day for Tuesday
- (2) Tuesday – Preschedule Day for Wednesday
- (3) Wednesday – Preschedule Day for Thursday
- (4) Thursday – Preschedule Day for Friday and Saturday
- (5) Friday – Preschedule Day for Sunday and Monday

Exceptions to this standard Monday through Friday Preschedule Day timetable are set forth by the WECC in order to accommodate holidays, monthly transitions and other events. Exceptions are posted on the WECC website ([www.wecc.biz](http://www.wecc.biz)) under the document title, "Preschedule Calendar." Each Day-Ahead Forecast shall clearly identify, for each hour, Seller's forecast of the amount of Delivered Energy pursuant to this Agreement. If, prior to the CAISO deadline for the submission of Day-Ahead Schedules, Seller anticipates that the actual Delivered Energy will deviate in any hour by one (1) MW or more from the amount set forth in the Day-Ahead Forecast, then Seller must notify PG&E of such change by telephone and shall send a revised forecast to PG&E's Internet site set forth in Appendix A. To be valid for purposes of this Amendment, such revised forecasts must contain information regarding the beginning date and time of the event resulting in the change in Delivered Energy, the expected end date and time of such event, the revised amount of expected Delivered Energy, and any other relevant information.

Day-Ahead Trading Desk  
Primary Telephone: (415) 973-6222  
Backup Telephone: (415) 973-4500

If Seller fails to provide Buyer with a Day-Ahead Forecast or revised Day-Ahead Forecast as required herein, then, (I) until Seller provides a Day-Ahead Forecast, PG&E may rely on the most recent Day-Ahead Forecast of Delivered Energy submitted by Seller to PG&E and (II) to the extent Seller's failure contributes to an imbalance charge, Seller shall be subject to the Forecasting Penalties set forth in Section 3.6(c) below.

(d) Hourly Forecast of Delivered Energy. During Amendment Term, Seller shall notify PG&E of any changes in Delivered Energy of one (1) MW or more, whether due to forced outage, force majeure or other cause, as soon as reasonably possible, but no later than one (1) hour before PG&E is required to submit Schedules to the CAISO in accordance with the Hour-Ahead Scheduling Process (HASP). If, prior to the CAISO deadline for the submission of HASP Schedules, Seller anticipates that the actual Delivered Energy will deviate in any hour by one (1) MW or more from the amount set forth in the prior forecast, then Seller must notify PG&E of such change by telephone and shall send a revised forecast to PG&E's Internet site set forth in Appendix A. Such notices shall contain information regarding the beginning date and time of the event resulting in the change in Delivered Energy, the expected end date and time of such event, the expected Delivered Energy in MW, and any other information required by the CAISO or reasonably requested by PG&E. With respect to any forced outage, Seller shall (I) use commercially reasonable efforts to notify PG&E of such outage within ten (10) minutes of the commencement of the forced outage. Seller shall inform PG&E of any developments that will affect either the duration of such outage or the availability of the Project during or after the end of such outage. These notices and changes to Delivered Energy shall be communicated by telephone to PG&E's Hour-Ahead Trading Desk and shall be sent to PG&E's internet site as set forth in Appendix A:

Hour-Ahead Trading Desk  
Primary Telephone: (415) 973-4500

Seller's compliance with this Section 3.4 shall be deemed Seller's compliance with the provisions of the PPA with respect to scheduling and operating communications. Following the expiration or termination of this Amendment, Seller may elect to continue to comply with the provisions of this Section 3.4 in lieu of such provisions of the PPA.

(e) General Requirements. The Parties shall abide by the forecasting requirements and procedures described above and shall agree upon reasonable changes to these requirements and procedures from time to time as necessary to:

- (i) Comply with the CAISO Tariff;
- (ii) Accommodate changes to their respective generation technology and organizational structure; and
- (iii) Address changes in the Operating and Scheduling procedures of Seller, Buyer and the CAISO, including automated Forecast and outage submissions.

(f) Forced Outage Reporting. Within the timeframe described in Section 3.4(d), Seller shall provide updates related to Buyer's Scheduled daily, hourly and real-time deliveries from the Facility for any cause, including changes in Facility's ambient conditions, a Forced





Outage, or a Real-Time Forced Outage, any of which results in a material change to the Facility's energy deliveries (whether in part or in whole) as described in Appendix A.

### 3.5 Buyer Curtailment.

(a) Pursuant to a curtailment order submitted by PG&E upon 4 hours notice ("Buyer Curtailment Order"), Seller agrees to reduce the output of the unit to 12 MW for every hour of the Buyer Curtailment Period (the "Curtailment Amount"). PG&E shall not deliver a Buyer Curtailment Order if such Buyer Curtailment Order would cause the aggregate number of hours in Buyer Curtailment Periods in the applicable Contract Year to exceed 1,000 hours. During a Buyer Curtailment Period, Seller shall be paid \$250 for each hour of curtailment. Energy not delivered as a result of a Buyer Curtailment Period (including net energy output not delivered because Seller is ramping production up or down to comply with a Buyer Curtailment Order (even for periods outside the Buyer Curtailment Period)) ("Buyer Curtailed Energy") shall be deemed delivered for the purposes of (i) calculating Seller's annual delivery of Contract Quantity in Section 3.2 above and (ii) the PPA (including, so that Seller will be deemed to have delivered the Firm Capacity during each hour, a portion of which is included in the Buyer Curtailment Period). Each Buyer Curtailment Period shall be at least 4 hours in duration. PG&E shall pay all amounts with respect to any Buyer Curtailment Order when PG&E makes its payment for net energy output under the Agreement for the respective month.

(b) In the event that Seller does not reduce output in accordance with a Buyer Curtailment Order or other relevant provisions of the PPA, then Seller shall not be entitled to any compensation for energy delivered during the hours specified in the Buyer Curtailment Order (to the extent greater than the Curtailment Amount) or notice given pursuant to the PPA nor shall the output from the Facility (to the extent greater than the Curtailment Amount) be counted towards Seller's annual delivery of Contract Quantity in Section 3.2 above or for the PPA.

Section A-7 of the PPA shall continue to apply.

### 3.6 Forecasting Penalties.

From and after the New IA Date:

(a) Seller shall assume all liability and reimburse PG&E for any and all CAISO Penalties incurred by PG&E as a result of Seller's actions. PG&E shall assume all liability and reimburse Seller for any and all CAISO Penalties incurred by Seller as a result of PG&E's actions, including Buyer Curtailment Periods.

(b) PG&E shall be responsible for all costs and charges assessed by the CAISO with respect to Scheduling and imbalances except as provided in Section 3.6(c) below. Seller and PG&E shall cooperate to minimize such charges and imbalances to the extent possible. Seller shall use commercially reasonable efforts to monitor imbalances and shall promptly notify PG&E as soon as practicable after it becomes aware of any material imbalance that is occurring or has occurred. Such notification shall not alter Seller's and PG&E's respective responsibilities for payment for imbalance and congestion charges and CAISO Penalties under this Agreement. Throughout the Amendment Term, PG&E shall be entitled to all Integrated Forward Market

Load Uplift Obligation credits (as defined or required under the CAISO Tariff) associated with the net energy output generated from the Project.

(c) Throughout the Amendment Term, Seller shall be responsible for all costs, charges, and imbalances (“CAISO Costs”) and CAISO Penalties, in each case that are assessed by the CAISO and incurred by PG&E for any Energy Deviation during any Settlement Interval during which such an Energy Deviation exceeds the Performance Tolerance Band. For purposes of this Amendment, the Performance Tolerance Band shall equal in any Settlement Interval the greater of three percent (3%) multiplied by Contract Capacity or two (2) MW, divided by the number of Settlement Intervals in the hour. PG&E shall implement this penalty provision using preliminary CAISO invoices, with any applicable true-ups based on the final invoices. PG&E may set off such amounts due pursuant to this Section 4.6(c) from subsequent Monthly TOD Payments to Seller under this Amendment; provided that, any residual unpaid penalty amount shall be added to or set off against the final true-up payment made in accordance with Section 3.2(e), as applicable.

For the avoidance of doubt, Seller shall not be responsible for any such CAISO Costs or CAISO Penalties that result from Seller’s efforts to comply with any instruction from PG&E or CAISO to produce more or less Delivered Energy than Seller has scheduled for any Settlement Interval.

The following criteria will be used for calculating payments to Seller in any given Settlement Interval, in accordance with Section 3.2 and other relevant sections of this agreement.

1. If Seller is within Tolerance Band in any particular Settlement Interval, Seller shall receive the Fixed Energy Price specified in Section 3.2(d) for Delivered Energy during the Settlement Interval.
2. If Seller is outside of Tolerance Band in any particular Settlement Interval, Seller will be paid the Fixed Energy Price specified in Section 3.2(d), as adjusted according to the formulas in the following matrix:

Delivered Energy > DA Scheduled Energy		Delivered Energy < DA Scheduled Energy	
Real Time Price > Contract Price	Real Time Price < Contract Price	Real Time Price > DA Price	Real Time Price < DA Price
<b>Fixed Energy Price* Delivered Energy – (CAISO Penalties+ CAISO Costs)</b>	<b>Fixed Energy Price* DA Scheduled Energy + Real Time Price*(Energy Deviation) – (CAISO Penalties+ CAISO Costs)</b>	<b>Fixed Energy Price*(Delivered Energy) – (Real Time Price -DA Price)*(Energy Deviation) – (CAISO Penalties + CAISO Costs)</b>	<b>Fixed Energy Price*(Delivered Energy) – (CAISO Penalties+ CAISO Costs)</b>

PG&E shall continue to measure and pay for capacity in accordance with the PPA.



3.7 Buyer Right to Call. In addition to seller's obligations under Section A-3.2 of the PPA, during the Amendment Term, at PG&E's request via phone call, email or other form of communication mutually agreed to by PG&E and Seller, the Seller shall make good faith efforts (consistent with prudent electrical practices and Seller's obligations under the PPA) to maximize generation from the Facility. For the avoidance of doubt, Seller need not take any action to prepare to maximize generation (such as keeping additional fuel available) until Seller receives such notice from PG&E. The period of time for which Seller shall be instructed to maximize generation shall be at least 4 hours. For any hours on a specific day that PG&E does request maximum generation, PG&E shall pay Seller a Summer Peak Rate (Fixed Energy Price  $\times$  TOD Factor of 1.2564) for all energy generated by Seller and delivered to PG&E in excess of the scheduled amounts for the applicable hours indicated in the schedule provided by Seller in Section 3.4(c), above, and PG&E shall also pay any CAISO charges or imbalances resulting from PG&E's request to the extent that request causes Seller to deviate from any Day-Ahead Forecast or hourly forecast.

3.8 Additional Compensation. To the extent not otherwise provided for in this Amendment, in the event that Seller is compensated by a third party for any Products produced by the Project, including, but not limited to, compensation for Resource Adequacy, Reliability Must Run, or Green Attributes, Seller shall remit all such compensation directly to PG&E.

3.9 Interconnection Facilities, Seller Obligations.

(a) Within one year of the Effective Date, pursuant to FERC policies and regulations, and the CAISO Tariff, Seller shall (A) arrange and pay independently for any and all necessary costs under any interconnection agreement with the Participating Transmission Owner; (B) cause the Interconnection Customer's Interconnection Facilities, including metering facilities to be maintained; (C) comply with the procedures set forth in the applicable CAISO agreements or procedures provided under the CAISO Tariff in order to obtain the applicable Electric System Upgrades and (D) obtain Electric System Upgrades, as needed, in order to ensure the safe and reliable delivery of net electrical output from the Project up to and including quantities that can be produced utilizing all of the firm capacity of the Project during the times at which such delivery is anticipated under this Agreement.

(b) After the Facility's FERC jurisdictional interconnection agreement is effective (such effective date, the "New IA Date"), Seller shall, pursuant to FERC policies and regulations, and the CAISO Tariff, arrange and pay independently for any and all necessary electrical interconnection, distribution and/or transmission (and any regulatory approvals required for the foregoing), sufficient to allow Seller to deliver the Product to the point of delivery for sale pursuant to the terms of this Agreement.

(c) After the New IA Date, Seller shall fulfill all contractual, metering and applicable interconnection requirements, including those set forth in the Participating Transmission Owner's applicable tariffs, the CAISO Tariff and implementing CAISO standards and requirements, so as to be able to deliver Energy to the CAISO Grid.



If in connection with complying with this Section 3.9, Seller is required to change its point of delivery, then PG&E and Seller shall amend the delivery point set forth in the PPA accordingly.

Seller's compliance with this Section 3.9 shall be deemed Seller's compliance with the provisions of the PPA with respect to interconnection, transmission and metering requirements. Following the expiration or termination of this Amendment, PG&E and Seller shall amend the PPA accordingly to allow the Seller to continue to comply with the provisions of this Section 3.9 in lieu of such provisions of the PPA.

3.10 WREGIS. 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.

For the purposes of Section 3.10 above, "contract" is this Amendment.

3.11 Termination. If, one year after CPUC Approval, Seller has not obtained FERC jurisdictional CAISO Approved Interconnection documents for the Facility, PG&E may at its sole discretion unilaterally terminate the Amendment.

3.12 Seller Representations and Warranties.

(a) 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.

(b) 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.

For purposes of the foregoing portion of this Section 3.12, the phrase "Delivery Term of this Agreement" means the Amendment Term.

For purposes of the foregoing portion of this Section 3.12, the term "Agreement" means this Amendment.





For purposes of this Section 3.12, the phrase “Event of Default” means a breach of the Agreement by Seller.

### 3.13 Greenhouse Gas Reporting and Verification Requirements

(a) Reporting. If the Facility’s emissions exceed 10,000 metric tons of carbon dioxide equivalent (mtCO<sub>2</sub>e) in any given calendar year of the Amendment Term, Seller shall report the Facility’s emissions to the California Air Resources Board (CARB) for that year in accordance with the Regulation for the Mandatory Reporting of Greenhouse Gas Emissions (Title 17, California Code of Regulations, Sections 95100 to 95133) (the “GHG Reporting Regulation”). On or before the fifth (5th) Business Day following Seller’s timely submission to CARB or any other authorized Governmental Authority having jurisdiction in California of the greenhouse gas (GHG) verified emissions data report or such other annual report submitted to the CARB, detailing the GHG emissions of the Facility for the applicable calendar year (as verified by an independent third party, if applicable) (the “CARB Annual Report”), Seller shall deliver such CARB Annual Report to PG&E.

(b) Biomass Verification. If the Facility’s emissions exceed 25,000 metric tons of carbon dioxide equivalent (mtCO<sub>2</sub>e) in any given calendar year of the Amendment Term, Seller shall obtain verification of its biomass-derived fuel in accordance with the Regulation for the Mandatory Reporting of Greenhouse Gas Emissions (Title 17, California Code of Regulations, Sections 95100 to 95133) such that its biomass-derived fuel will not be subject to a compliance obligation under Title 17, California Code of Regulations, Section 95852.2.

(c) Required Information. To the extent not set forth in the CARB Annual Report (or if Seller is not required to submit the CARB Annual Report for any reason), then Seller shall submit to PG&E, along with the CARB Annual Report (or, if Seller is not required to submit the CARB Annual Report for any reason, then on the sixtieth (60th) Business Day following the end of the applicable calendar year), the following information for the applicable calendar year, which, in each case, must be verifiable and of settlement quality: (1) the total fuel usage of the Facility; (2) the total amount of greenhouse gas emissions attributable to the Facility; and (3) the total electric energy produced by the Facility and the electric energy delivered to PG&E.

(d) Other Information. If PG&E requires any other information in order to comply with any Greenhouse Gas emissions reporting requirements adopted by the CARB or by any other Governmental Authority and imposed on PG&E, then PG&E and Seller shall work in good faith to reach a mutually acceptable agreement on the provision of information.

Terms used but not defined in this Section 3.13 shall have their meaning as given in the GHG Reporting Regulation.

### 3.14 Outage Scheduling.

(a) CAISO Approval of Outage(s). If applicable, Seller is responsible for securing CAISO approvals for Project outages, including securing changes in its outage schedules when CAISO disapproves Seller’s schedules or cancels previously approved outages. Seller shall



communicate any CAISO-required changes to Buyer in a timely manner, in accordance with the provisions set forth in Appendix B

(b) Planned Outages. Seller shall notify Buyer of its proposed Planned Outage schedule for the Project for the following calendar year by complying with the Annual Forecast of Available Capacity procedure set forth in Appendix B no later than August 1<sup>st</sup> of each year during the Delivery Term. The Planned Outage schedule is subject to Buyer's approval, which approval may not be unreasonably withheld or conditioned. Seller shall also confirm or provide updates to Buyer regarding the Planned Outage no later than fourteen (14) days prior to each Planned Outage. Seller shall not conduct Planned Outages during the months of June through September, and shall not in any Contract Year conduct Planned Outages on more than twelve (12) days (provided that not more than six (6) days of such twelve (12) days shall be weekdays that are not Holidays) during the months of November, December, January and February in the aggregate. During all other months, Seller shall not schedule Planned Outages without the prior written consent of Buyer, which consent may not be unreasonably withheld or conditioned. Seller shall contact Buyer with any requested changes to the Planned Outage schedule if Seller believes the Project must be shut down to conduct maintenance that cannot be delayed until the next scheduled Planned Outage consistent with Good Utility Practices. Seller shall not change its Planned Outage schedule without Buyer's approval, not to be unreasonably withheld or conditioned. Seller shall not substitute Energy from any other source for the output of the Project during a Planned Outage. After any Planned Outage has been scheduled, at any time up to the commencement of work for the Planned Outage, Buyer may request that Seller change its outage schedule. Seller shall notify Buyer of any incremental costs associated with such schedule change and an alternative schedule change, if any, that would entail lower incremental costs. If Buyer agrees to pay the incremental costs, Seller shall use commercially reasonable efforts to accommodate Buyer's request.

(c) Communications with CAISO. Following satisfaction of Seller's obligations in Section 3.9 of this Amendment, Seller shall be responsible for all outage coordination communications with CAISO outage coordination personnel and CAISO operations management, including submission to CAISO of updates of outage plans, submission of clearance requests, and all other outage-related communications. Seller shall timely provide Buyer with copies of all outage plans and clearance requests submitted to CAISO, and shall promptly inform Buyer of all clearance approvals and disapprovals and other communications with CAISO pertaining to the status of planned or in-progress Project outages. Seller shall maintain a summary of clearance information associated with all current and planned maintenance, including information on then current outages, and make this available to Buyer and the Participating Transmission Owner upon request. If either Party receives information through CAISO or directly from the Participating Transmission Owner regarding maintenance that will directly affect the Project, it will provide this information promptly to the other Party.

(d) Changes to Operating Procedures. Notwithstanding any language to the contrary contained in Sections 3 or Appendix B, Seller understands and acknowledges that the specified access to data and installation and maintenance of weather stations, transmission and scheduling mechanisms, metering requirements, Outage Notification Procedures and operating procedures described in the above-referenced sections 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.

#### 4. CONDITIONS PRECEDENT

This Amendment shall not become effective until the occurrence of both of the following:

(A) This Amendment has been duly executed by an authorized representative of each Party; and

(B) CPUC Approval has been obtained.

PG&E shall use reasonable efforts to submit an advice letter requesting CPUC Approval of the Amendment as soon as practical following execution of this Amendment. If the Conditions Precedent set forth above are not satisfied or waived in writing by both Parties on or before two hundred forty (240) days from the date on which PG&E files this Agreement for CPUC Approval, then (i) either Party may terminate this Amendment effective upon receipt of notice by the other Party and (ii) neither Party shall have any obligation or liability to the other hereunder, including for a termination payment or otherwise, by reason of a termination made pursuant to this provision.

#### 5. GENERAL TERMS AND CONDITIONS

A. Effect on PPA. Except as expressly modified by this Amendment, all terms and conditions of the PPA shall remain in full force and effect during the Amendment Term. For avoidance of doubt, the termination or expiration of this Amendment shall not affect the continued effectiveness of the PPA.

B. Complete Agreement. This Amendment sets forth the entire agreement of the Parties on all matters addressed herein, and as such, this Amendment supersedes any and all prior or contemporaneous statements or agreements by the Parties as to such matters. This Amendment may be modified only by a writing executed by both Parties.

C. 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.

D. General. This Amendment shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one or another Party as a result of the preparation, substitution, submission, or other event of drafting, negotiation, or execution hereof. Waiver by a Party of any default by another Party shall not be construed as a waiver of any other default. Facsimile or PDF transmission of a document or of the execution page of this Amendment shall have the same legal effect as an original. This Amendment shall be binding upon each Party's assignees, transferees, or successors. References in this

Amendment to a particular Section, without reference to the agreement that contains such Section, are references to a Section of this Amendment.

E. Counterparts. This Amendment 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. The latest signature date found on the signature page below shall be the "Execution Date" of this Amendment.

F. Severability. If any provision of this Amendment is determined to be invalid, void, or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, and the Parties shall use commercially reasonable efforts to modify this Amendment to give effect to the original intent of the Parties.

G. Inconsistency. In the event of any conflict between the provisions of this Amendment and the PPA, the terms of this Amendment shall prevail (and performance of any such provisions of this Amendment by a Party shall be deemed performance of such corresponding provisions of the PPA).

[Remainder of Page Intentionally Left Blank]





**6. SIGNATURES**

IN WITNESS WHEREOF, Seller and PG&E have caused this Amendment to be executed by their authorized representatives.

DG FAIRHAVEN LLC  
a Delaware limited liability company

PACIFIC GAS AND ELECTRIC COMPANY  
a California corporation

By: 

By: 

Name: Jeffrey Williams

Name: Roy Kuga

Title: President/CEO

Title: VP, Energy Supply Management

Date: 2/23/2011

Date: Feb 28, 2011

## APPENDIX A

### NOTIFICATION REQUIREMENTS FOR AVAILABLE CAPACITY AND PROJECT OUTAGES

#### A. NOTIFICATION REQUIREMENTS FOR START-UP AND SHUTDOWN

Prior to paralleling to or after disconnecting from the electric system, ALWAYS follow your balancing authority rules and notify your applicable Participant Transmission Owner's (PTO) local switching center and notify Buyer's Real Time Desk by telephone as follows:

- Contact the applicable Participant Transmission Owner's (PTO) local switching center and Buyer's Real Time Desk to parallel before any start-up
- Contact the applicable Participant Transmission Owner's (PTO) local switching center and Buyer's Real Time Desk again with parallel time after start-up.
- Contact the applicable Participant Transmission Owner's (PTO) local switching center and Buyer's Real Time Desk after any separation and report the separation time as well as the date and time estimate for return to service.

Buyer's Real Time Desk Primary Telephone: (415) 973-4500

#### B. SUBMISSION OF AVAILABLE CAPACITY AND PROJECT OUTAGES

1. Submit information by posting to PG&E's Power Procurement Information Center, which is located at [www.pge.com](http://www.pge.com) under "B2B" at the bottom of the home page. After selecting "B2B" at the bottom of the page, select "Wholesale Power" in the center of the next page. Then select "Electric Procurement" along the left banner of the next page. After selecting the "Power Procurement Information Center" icon in the middle of the page, you will be required to enter a username and password, which will be assigned to you by PG&E's Bilateral Settlements Group.
2. If the website is unavailable, implement the procedures set forth below:
  - a. **For all email correspondence, enter the following in the email subject field: Delivery Date Range, Contract Name, Email Purpose (For example: "dd/mm/yyyy through dd/mm/yyyy XYZ Company Project #2 Daily Forecast of Available Capacity")**
  - b. For Annual Forecasts of Available Capacity, email to [DAenergy@pge.com](mailto:DAenergy@pge.com) and [Bilat\\_Settlements@pge.com](mailto:Bilat_Settlements@pge.com).
  - c. For Monthly and Daily Forecasts of Available Capacity, email to [DAenergy@pge.com](mailto:DAenergy@pge.com).





- d. For Daily Forecasts of Available Capacity after fourteen (14) hours before the WECC Preschedule Day, but before the CAISO deadline for submitting Day-Ahead Schedules, call primary phone (415) 973-6222 or backup phone (415) 973-4500. Also send email to [DAenergy@pge.com](mailto:DAenergy@pge.com).
- e. For Hourly Forecasts of Available Capacity, call PG&E's Real Time Desk at (415) 973-4500 and email to [RealTime@pge.com](mailto:RealTime@pge.com).
- f. For Planned Outages and Prolonged Outages, complete the specifics below and submit by email to [DAenergy@pge.com](mailto:DAenergy@pge.com) and [Bilat\\_Settlements@pge.com](mailto:Bilat_Settlements@pge.com)
- g. For Forced Outages, complete the specifics below and submit by email to [RealTime@pge.com](mailto:RealTime@pge.com) and [Bilat\\_Settlements@pge.com](mailto:Bilat_Settlements@pge.com)
  - i. Email subject Field: dd/mm/yyyy through dd/mm/yyyy XYZ Company Project #2 Outage Notification
  - ii. Email body:
    1. Type of Outage: Planned Outage, Forced Outage, Prolonged Outage
    2. Start Date and Start Time
    3. Estimated or Actual End Date and End Time
    4. Date and time when reported to PG&E and name(s) of PG&E representative(s) contacted
    5. Text description of additional information as needed, including but not limited to changes to a Planned Outage, Prolonged Outage or Forced Outage.
    6. The expected electric energy production, in MWh;
    7. If the Seller had other alternatives to resolve the problems leading to the Forced Outage
    8. If the Seller took reasonable action to minimize the duration of the Forced Outage
    9. Any other information required by the CAISO as communicated to Seller by Buyer.



## APPENDIX B

### NOTIFICATION REQUIREMENTS FOR AVAILABLE CAPACITY AND PROJECT OUTAGES

#### A. NOTIFICATION REQUIREMENTS FOR START-UP AND SHUTDOWN

Prior to paralleling to or after disconnecting from the electric system, ALWAYS follow your balancing authority rules and notify your designated balancing authority control center as follows:

- Call the balancing authority control center to parallel before any start-up
- Call the balancing authority control center again with parallel time after start-up.
- Call the balancing authority control center after any separation and report the separation time as well as the date and time estimate for return to service.

#### B. SUBMISSION OF AVAILABLE CAPACITY AND PROJECT OUTAGES

1. Submit information by posting to PG&E's Power Procurement Information Center, which is located at [www.pge.com](http://www.pge.com) under "For My Business." After selecting "Wholesale Power" on the right side of the page, select "Electric Procurement" along the left banner. After selecting the Power Procurement Information Center icon in the middle of the page, you will be required to enter a username and password, which will be assigned to you by PG&E's Bilateral Settlements Group.
3. If the website is unavailable, implement the procedures set forth below:
  - a. **For all email correspondence, enter the following in the email subject field: Delivery Date Range, Contract Name, Email Purpose (For example: "dd/mm/yyyy - dd/mm/yyyy XYZ Company Project #2 Daily Forecast of Available Capacity")**
  - b. For Annual Forecasts of Available Capacity, email to [DAenergy@pge.com](mailto:DAenergy@pge.com) and [Bilat\\_Settlements@pge.com](mailto:Bilat_Settlements@pge.com).
  - c. For Monthly and WECC Preschedule Daily Forecasts of Available Capacity, email to [DAenergy@pge.com](mailto:DAenergy@pge.com).
  - d. For Daily Forecasts of Available Capacity after fourteen (14) hours before the WECC Preschedule Day, but before the CAISO deadline for submitting Day-Ahead Schedules, call primary phone 415.973.6222 or backup phone 415.973.4500. Also send email to [DAenergy@pge.com](mailto:DAenergy@pge.com).
  - e. For Hourly Forecasts of Available Capacity, call PG&E's Hour-Ahead Trading Desk at 415.973.4500 and email to [RealTime@pge.com](mailto:RealTime@pge.com).



f. For project outages, complete the specifics below and submit by email to DAenergy@pge.com and [Bilat\\_Settlements@pge.com](mailto:Bilat_Settlements@pge.com)

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

*ii. Email body:*

*1. Type of Outage: Planned Outage, Forced Outage, Prolonged Outage*

*2. Start Date and Start Time*

*3. Estimated or Actual End Date and End Time*

*4. Date and time when reported to PG&E and name(s) of PG&E representative(s) contacted*

*Text description of additional information as needed, including, but not limited to, changes to a Planned Outage or Prolonged Outage required by the CAISO.*

