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FEDERAL ENERGY REGULATORY COMMISSION
OFFICE OF THE SECRETARY

March 25, 2002

VIA HAND DELIVERY

Ms. Magalie R. Salas, Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426

Re: *Geysers Power Company, LLC*, Docket Nos. ER01-812-000 and ER01-812-001

Dear Ms. Salas:

In accordance with the provisions of Rule 602 of the Rules of Practice and Procedure ("Rules") of the Federal Energy Regulatory Commission ("Commission"), 18 C.F.R. § 385.602 (2001), Geysers Power Company, LLC ("Geysers Power"), Pacific Gas and Electric Company, the California Electricity Oversight Board, and the California Independent System Operator Corporation submit this offer of settlement ("Offer of Settlement"). If accepted by the Commission, this Offer of Settlement will resolve all outstanding issues in the above-referenced proceedings and will definitively establish Geysers Power's rates under the Reliability Must-Run Agreement for the Geysers Main Units ("Geysers Main RMR Agreement") for calendar year 2001.

The matters encompassed by this Offer of Settlement have been set for hearing, with hearings held in abeyance pending Settlement Judge procedures. *Geysers Power Company, LLC*, 97 FERC ¶ 61,299 (2001). As provided by Rule 602(b)(2), this filing should be transmitted by the Office of the Secretary to Administrative Law Judge Carmen A. Cintron, who has acted as Settlement Judge for these proceedings in accordance with Rule 603. See *Order of Chief Judge Appointing Settlement Judge and Establishing Settlement Conference*, Docket Nos. ER01-812-000 and ER01-812-001, issued December 27, 2001.

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DOCKETED



CONTENTS OF SUBMISSION

Enclosed for filing are the original and fourteen (14) copies of the Offer of Settlement, comprised of:

- This transmittal letter;
- Tab 1 – A separate Explanatory Statement provided pursuant to Rule 602(c)(ii);
- Tab 2 – A Stipulation and Agreement with attached Exhibits A and B; Exhibit B consists of replacement tariff sheets to implement the Offer of Settlement; and
- Tab 3 – Appendix 1, which identifies the proposed effective dates for each tariff sheet revised in Docket Nos. ER01-812-000 and ER01-812-001.

Also enclosed is an extra copy of the transmittal letter to be time-stamped and returned to our messenger.

In accordance with the provisions of Rule 602(c)(iii), the parties submitting this Offer of Settlement state that the attached Stipulation and Agreement refers to any documents that are relevant to the Offer of Settlement.

EXPLANATION OF REVISED TARIFF SHEET DESIGNATIONS

On December 27, 2000, Geysers Power filed updated tariff sheets in Docket No. ER01-812-000 to reflect revisions to Geysers Power Rate Schedule FERC No. 5 for calendar year 2001 (“December 27 Filing”). Geysers Power Rate Schedule FERC No. 5 consists of the Geysers Main RMR Agreement. The Commission permitted Geysers Power to place these tariff sheets into effect January 1, 2001, subject to refund.¹

Each of the revised tariff sheets from the December 27 Filing has been superseded effective January 1, 2002² as follows:

December 27 Filing

First Revised Sheet No. 82
First Revised Sheet No. 86
First Revised Sheet No. 88
First Revised Sheet No. 88A
First Revised Sheet No. 90
First Revised Sheet No. 111

Superseded Effective January 1, 2002 By

Second Revised Sheet No. 82
Substitute Second Revised Sheet No. 86
Substitute First Revised Sheet No. 88
Substitute Second Revised Sheet No. 88A
Substitute Second Revised Sheet No. 90
Second Revised Sheet No. 111

¹ *Geysers Power Company, LLC*, 97 FERC ¶ 61,299 (2001).

² *See Geysers Power Company, LLC*, 97 FERC ¶ 61,295 (2001); *Geysers Power Company, LLC*, Letter Order dated February 25, 2002 in Docket No. ER02-236-001.



December 27 Filing

Superseded Effective January 1, 2002 By

First Revised Sheet No. 148
First Revised Sheet No. 148A

Second Revised Sheet No. 148
Second Revised Sheet No. 148A

The Offer of Settlement requires a substitution for "First Revised Sheet No. 88," and also a revision to "Original Sheet No. 89," both to be effective January 1, 2001. The remaining tariff sheets submitted in the December 27 Filing remain as filed in the December 27 Filing to be effective during calendar year 2001. In addition, the Offer of Settlement also provides for different effective dates for Capital Item charges during calendar year 2001. To implement these different effective dates, Exhibit B to the Stipulation and Agreement contains "squeezed" tariff sheets numbered 88 and 89.

Ordinarily, pursuant to Order No. 614,³ the "First Revised Sheet No. 88" from the December 27 Filing would be replaced by a "Substitute First Revised Sheet No. 88." However, that designation has already been given to the tariff sheet effective January 1, 2002, in Docket No. ER02-236-001. Tariff sheet no. 88A has also already been designated. After discussion with Commission staff, Geysers Power proposes to designate the "squeezed" tariff sheet numbered 88 as "1st Rev First Revised Sheet No. 88," "2nd Rev First Revised Sheet No. 88," and so on. Each such tariff sheet supersedes the previous version of the tariff sheet, so that "2nd Rev First Revised Sheet No. 88" supersedes "1st Rev First Revised Sheet No. 88" and so on. The last "squeezed" tariff sheet no. 88 ("6th Rev First Revised Sheet No. 88") is superseded by "Substitute First Revised Sheet No. 88," effective January 1, 2002, approved (subject to refund) in Docket No. ER02-236-001.

Geysers Power proposes to designate the "squeezed" tariff sheet numbered 89 in the same manner, with "1st Rev First Revised Sheet No. 89" superseding "Original Sheet No. 89" effective January 1, 2001, and "6th Rev First Revised Sheet No. 89" superseded by "Substitute First Revised Sheet No. 89," effective January 1, 2002, approved (subject to refund) in Docket No. ER02-236-001.

Appendix 1 at Tab 3 identifies the proposed effective dates for each tariff sheet revised in Docket Nos. ER01-812-000 and ER01-812-001. Geysers Power will separately file revised tariff sheets to reflect revisions to its 2002 rates which arise out of this Offer of Settlement.

SERVICE OF OFFER OF SETTLEMENT

A copy of this Offer of Settlement is being served on all parties on the official service list in the referenced proceedings and on all other persons required to be served by operation of Rule 602(d).

³ *Designation of Electric Rate Schedule Sheets*, Order No. 614, *FERC Stats. & Regs., Regulations Preambles* ¶ 31,096 (2000).



NOTICE RESPECTING COMMENTS REGARDING OFFER OF SETTLEMENT

In accordance with the provisions of Rule 602(d)(2), the parties making this filing hereby notify all participants in these proceedings as well as all other persons required by Rule 602(d)(1) that comments on the Offer of Settlement are due to be filed by April 15, 2002, and reply comments are due to be filed by April 24, 2002, unless other dates are provided by the Commission or the presiding officer.

The parties making this filing specifically direct the attention of persons served with this Offer of Settlement to Rule 602(f)(3) which provides that "Any failure to file a comment constitutes a waiver of all objections to the offer of settlement."

Very truly yours,

Davis Wright Tremaine LLP

A handwritten signature in cursive script that reads "Lindsey How-Downing".

Lindsey How-Downing

cc: Carmen A. Cintron, Administrative Law Judge
Official Service List
Janet Jones



CERTIFICATE OF SERVICE

I hereby certify that the foregoing document has been served upon each person designated on the official service list compiled by the Secretary in this proceeding.

Dated at Washington, DC this 25th day of March 2002.

Howard A. Benowitz
Davis Wright Tremaine LLP
1500 K Street, NW, Suite 450
Washington, DC 20005
(202) 508-6600

On December 27, 2000, Geysers Power filed updated tariff sheets to reflect those revisions to the Geysers Main RMR Agreement which are required to be made annually (“December 27 Filing”). Geysers Power’s filing also included the addition of Capital Item surcharges. On January 18, 2001, the ISO and PG&E, separately, intervened and protested, and the California EOB intervened in the December 27 Filing. On October 30, 2001, Geysers Power responded to Commission staff’s request for additional information regarding the December 27 Filing and Geysers Power’s Capital Item expenditures. PG&E and the ISO jointly protested that response. On December 19, 2001, the Commission issued an order accepting the tariff sheets contained in the December 27 Filing, suspending them for a nominal period, effective January 1, 2001, and establishing evidentiary hearings and settlement judge procedures.

Administrative Law Judge Cintron was appointed as Settlement Judge and an initial settlement conference was set for January 10, 2002. The parties have met and held several telephone conferences to resolve all outstanding issues in this docket, and the Stipulation is the result. Commission trial staff has also participated in these discussions and supports the Stipulation.

Effective Dates

The effective date of the Stipulation is the date that the Commission issues an order approving the Stipulation without modification or condition or, if modified or conditioned, upon the date of acceptance of such order by the Sponsoring Parties. The rates and terms of service set forth in the December 27 Filing are effective January 1, 2001, except for the effective date of the Hourly Capital Item Charge and Hourly Surcharge Penalty Rate for each Capital Item. The effective date for each Hourly Capital Item Charge and Hourly Surcharge Penalty Rate identified in the December 27 Filing is the later of January 1, 2001, or the first day of the first full month in

which the Capital Item was placed in service. The effective dates for each Hourly Capital Item Charge and Hourly Surcharge Penalty Rate effective in 2001 are set forth in Exhibit A to the Stipulation.

Amount of Hourly Capital Item Charges and Hourly Surcharge Penalty Rates

Geysers Power has agreed to recalculate the previously agreed-upon \$500,000 deductible for Capital Items as specified in the Stipulation. The Total Capital Item Cost, Annual Capital Item Cost, effective date, Hourly Capital Item Charge and Hourly Surcharge Penalty Rate for each Capital Item effective in 2001 are set forth in Exhibit A. For each calendar year after calendar year 2001, the amount of the Hourly Capital Item Charge and the Hourly Surcharge Penalty Rate for each Capital Item identified in Exhibit A is to be based on the Total Capital Item Costs set forth in Exhibit A.

Future Capital Items

There shall be no Hourly Capital Item Charge or Hourly Surcharge Penalty Rate for the Unit 14 turbine steam path Capital Item during 2001. An Hourly Capital Item Charge and an Hourly Surcharge Penalty Rate for the Unit 14 turbine steam path Capital Item are currently in effect subject to refund pursuant to Commission order in Docket No. ER02-236-000. Parties may address the Unit 14 turbine steam path Capital Item in that docket in accordance with Commission policy and the provisions of the RMR Agreement. Any future provisions regarding effective dates for Capital Item surcharges will not affect the effective dates of the Capital Items identified in Exhibit A.

Implementation and Refunds

Exhibit B to the Stipulation includes revised rate sheets implementing the Stipulation. Within 15 days of the Effective Date of the Stipulation, Geysers Power will prepare Revised

Adjusted Invoices for each month in 2001 where rates are impacted by the Stipulation. Within 30 days of the date refunds have been issued, Geysers Power will file a refund report, with refunds and interest calculated in accordance with Commission policy.

Waiver of Rehearing

The Sponsoring Parties and subject parties waive any and all rights to seek rehearing or judicial review of the Commission's order(s) approving the Stipulation, and shall be bound by and entitled to the benefits of the provisions of the Stipulation; provided, however, that if the Commission approves the Stipulation with modifications or conditions, pursuant to Article IV of the Stipulation, a Sponsoring Party or subject party may seek rehearing or judicial review of the Commission's orders approving the Stipulation solely to challenge the Commission's imposition of modifications or conditions in order to carry out the terms and conditions of the Stipulation.

Reservations

Agreement to or acquiescence in the Stipulation shall not be deemed in any respect to constitute an admission by any party that any allegation or contention made by any other party in these proceedings is true or valid. The Commission's approval of the Stipulation shall not constitute approval of, or precedent regarding, any principle or issue in this proceeding. The discussions among the parties that have produced the Settlement have been conducted on the explicit understanding that they were undertaken subject to Rule 602 of the Commission's Rules.

**UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION**

Geysers Power Company, LLC)	Docket Nos.	ER01-812-000
)		ER01-812-001
)		

STIPULATION AND AGREEMENT

Pursuant to Rule 602 of the Rules of Practice and Procedure of the Federal Energy Regulatory Commission (“Commission”), 18 C.F.R. § 385.602 (2001), Geysers Power Company, LLC (“Geysers Power”), the California Independent System Operator Corporation (“ISO”), Pacific Gas and Electric Company (“PG&E”) and the California Electricity Oversight Board (“California EOB”), all parties to this proceeding (collectively the “Sponsoring Parties”), submit this Stipulation and Agreement (“Stipulation”) in final settlement of all issues in Docket Nos. ER01-812-000 and ER01-812-001. Unless otherwise defined herein, capitalized terms used in this Stipulation shall have the same meaning as those terms defined in the Must-Run Service Agreement between Geysers Power and the ISO for the Geysers Main Units (“Geysers RMR Agreement”), and in the Master Definitions Supplement, Appendix A of the ISO Tariff.

Approval of this Stipulation would avoid unnecessary and costly litigation, eliminate regulatory uncertainty, and promote administrative efficiency.

I. PROCEDURAL HISTORY

On May 28, 1999, the Commission accepted an interim stipulation adopting a *pro forma* RMR Agreement to govern the terms and conditions under which each owner of an RMR Unit provides RMR services to the ISO (“Interim Stipulation”).¹ Each of the Sponsoring Parties is also a “Sponsoring Party” as defined in the Interim Stipulation. In accordance with the Interim

¹ *California Independent System Operator Corp.*, 87 FERC ¶ 61,250 (1999).

Stipulation, each owner of an RMR Unit, including Geysers Power, provides RMR services under individual rate schedules which incorporate the *pro forma* RMR Agreement, and rates specific to each RMR Unit. Among the *pro forma* RMR Agreement provisions are the requirements that, whenever the ISO extends the term of the RMR Agreement for an additional calendar year, the RMR owner make an annual Federal Power Act² filing updating certain rates and terms of service. The *pro forma* RMR Agreement also includes provisions addressing the recovery of certain capital expenditures.

On January 31, 2000, the Commission accepted a settlement resolving all outstanding issues with respect to the Geysers RMR Agreement (“Geysers RMR Settlement”).³ The Commission accepted Geysers Power’s compliance filing in accordance with *Southern California Edison Company*, 93 FERC ¶ 61,089 (2000) (“Second Stipulation Order”) on March 7, 2001.⁴

On December 27, 2000, Geysers Power filed updated tariff sheets to reflect those revisions to the Geysers RMR Agreement which are required to be made annually.⁵ Geysers Power’s filing also included the addition of Capital Item surcharges. On January 18, 2001, the ISO intervened and protested,⁶ PG&E intervened and protested,⁷ and the California EOB intervened.⁸

² 16 U.S.C. §§ 791a-825r (2002).

³ *Geysers Power Company, LLC*, 90 FERC ¶ 61,096 (2000); see *Geysers Power Company, LLC* letter order dated February 17, 2000 in Docket No. ER98-495-011, *Geysers Power Company, LLC* letter order dated March 16, 2000 in ER98-495-013 (Commission acceptance of rate schedules implementing Geysers RMR Settlement).

⁴ *Geysers Power Company, LLC*, Letter Order dated March 7, 2001, in Docket No. ER98-441-024.

⁵ “Geysers Power Company, LLC Reliability Must-Run Service Year 2001 Updated Rate Schedules,” filed December 27, 2000 in Docket No. ER01-812-000 (“December 27 Filing”).

⁶ “Motion to Intervene and Protest of the California Independent System Operator Corporation,” filed January 18, 2001 in Docket No. ER01-812-000.

On February 7, 2001, Commission staff requested additional information regarding the December 27 Filing and Geysers Power's Capital Item expenditures.⁹ On October 30, 2001, Geysers Power responded to that request.¹⁰ On November 20, 2001, PG&E and the ISO jointly protested the October 30 Filing.¹¹

On December 19, 2001, the Commission issued an order accepting the tariff sheets contained in the December 27 Filing, suspending them for a nominal period, effective January 1, 2001, and establishing evidentiary hearings and settlement judge procedures.¹²

On December 27, 2001, Chief Judge Wagner appointed Administrative Law Judge Cintron as Settlement Judge and established an initial settlement conference for January 10, 2002.¹³ At the request of the parties, that settlement conference was canceled and the parties were directed to file a progress report on settlement negotiations by February 1, 2002.¹⁴ On February 5, 2002, Administrative Judge Cintron granted the parties' request to submit a further status report on February 20, 2002.¹⁵ Judge Cintron issued a status report on February 19,

⁷ "Protest and Motion to Intervene of Pacific Gas and Electric Company," filed January 18, 2001 in Docket No. ER01-812-000.

⁸ "Motion to Intervene of the California Electricity Oversight Board," filed January 18, 2001 in Docket No. ER01-812-000.

⁹ "Letter dated February 7, 2001 from Commission Division of Tariffs and Rates – West," filed February 7, 2001 in Docket No. ER01-812-000.

¹⁰ "Geysers Power Company, LLC Letter Response," filed October 30, 2001 in Docket No. ER01-812-001 ("October 30 Filing").

¹¹ "Joint Protest of Pacific Gas and Electric Company and the California Independent System Operator Corporation," filed November 20, 2001 in Docket No. ER01-812-001.

¹² *Geysers Power Company, LLC*, 97 FERC ¶ 61,299 (2001).

¹³ *Order of Chief Judge Appointing Settlement Judge and Establishing Settlement Conference*, Docket Nos. ER01-812-000 and ER01-812-001 (December 27, 2001).

¹⁴ *Order of Chief Judge Canceling Settlement Conference*, Docket Nos. ER01-812-000 and ER01-812-001 (January 8, 2002).

¹⁵ *Order Postponing Initial Settlement Conference*, Docket Nos. ER01-812-000 and ER01-812-001 (February 5, 2002).

2002.¹⁶ On February 22, 2002, Judge Wagner issued an order continuing the Settlement Judge process.¹⁷

The parties have held several telephone conferences to resolve all outstanding issues in this docket, and the Stipulation is the result. Commission trial staff has also participated in some of these discussions and supports this Stipulation.

II. TERMS OF SETTLEMENT

A. Effective Dates

1. The Effective Date of the Stipulation is predicated upon, and the Stipulation shall be effective, on the date the Commission shall have issued an order approving the Stipulation without modification or condition, or, if modified or conditioned, upon the date of acceptance of such order by all of the signatories hereto (“Effective Date”).
2. The rates and terms of service set forth in the December 27 Filing, which are currently in effect subject to refund, shall be effective January 1, 2001, except for all Hourly Capital Item Charges and Hourly Surcharge Penalty Rates, which shall be effective as set forth in Section II.A.3 hereto.
3. The effective date for the Hourly Capital Item Charge and Hourly Surcharge Penalty Rate for each Capital Item identified in the December 27 Filing shall be the later of January 1, 2001, or the first day of the first full month in which the Capital Item was in service.

¹⁶ *Status Report of Settlement Judge*, Docket Nos. ER01-812-000 and ER01-812-001 (February 19, 2002).

¹⁷ *Order of Chief Judge Continuing Settlement Judge Procedures*, Docket Nos. ER01-812-000 and ER01-812-001 (February 22, 2002).

4. Except as otherwise provided in Section II.C.1, Geysers Power shall file separate tariff sheets for each effective date for one or more Hourly Capital Item Charge and Hourly Surcharge Penalty Rate for a Capital Item included in the December 27 Filing.

B. Amount of Hourly Capital Item Charges and Hourly Surcharge Penalty Rates

1. The Five Hundred Thousand dollar (\$500,000) deductible for Capital Items required by Article VII of the Interim Stipulation shall be met as follows:

Unit 5	Cooling Tower Drift Eliminators	\$171,676.50
Unit 6	Cooling Tower Drift Eliminators	171,676.50
Unit 12	Injection Piping	16,924.00
Unit 12	Cooling Tower Drift Eliminators	139,723.00

2. Of the \$250,000 settlement cost of the Unit 12 Cooling Tower Drift Eliminators, \$110,277 shall be used to calculate an Annual Capital Item Cost and Hourly Capital Item Charge for this Capital Item.
3. The Total Capital Item Cost, Annual Capital Item Cost, effective date, Hourly Capital Item Charge and Hourly Surcharge Penalty Rate for each Capital Item effective in 2001 shall be as set forth on Exhibit A attached hereto.
4. For each calendar year after calendar year 2001, the Hourly Capital Item Charge and the Hourly Surcharge Penalty Rate for each Capital Item identified in Exhibit A shall be calculated in accordance with the Geysers RMR Agreement based on the Annual Capital Item Costs set forth in Exhibit A.

C. Future Capital Items

1. During calendar year 2001 there shall be no Hourly Capital Item Charge or Hourly Surcharge Penalty Rate for the Unit 14 turbine steam path Capital Item identified in the December 27 Filing. An Hourly Capital Item Charge and an

Hourly Surcharge Penalty Rate for the Unit 14 turbine steam path Capital Item are currently in effect subject to refund pursuant to Commission order in Docket No. ER02-236-000. Parties may address the Unit 14 turbine steam path Capital Item in Docket No. ER02-236-000 in accordance with Commission policy and consistent with the provisions of the Geysers RMR Agreement; provided, however, the parties agree that an Hourly Capital Item Charge and an Hourly Surcharge Penalty Rate for the Unit 14 turbine steam path will not go into effect until the first day of the first full month in which the Unit 14 turbine steam path Capital Item is in service.

2. The ISO intends to propose an alternate process, consistent with the terms of the *pro forma* RMR Agreement, for determining the effective dates for Capital Items and incorporating Hourly Capital Item Charges into rates. Any such further proceeding shall not affect the effective dates of the Capital Items set forth in Exhibit A.

III. IMPLEMENTATION OF STIPULATION

1. Upon issuance of a Commission Order accepting this Stipulation, all issues in Docket Nos. ER01-812-000 and ER01-812-001 shall be finally resolved. Upon the issuance of refunds in accordance with Sections III.3 and III.4 hereto, Geysers Power's rates under the Geysers RMR Agreement for calendar year 2001 shall no longer be subject to refund.
2. Attached hereto as Exhibit B are revised rate sheets to the Geysers RMR Agreement which implement the provisions of this Stipulation.
3. Within 15 days of the Effective Date of this Stipulation, Geysers Power shall prepare Revised Adjusted Invoices in accordance with Article 9 of the Geysers

RMR Agreement for each Month in 2001 where rates under the Geysers RMR Agreement are impacted by this Stipulation.

4. Within 30 days following the issuance of all refunds owing in accordance with this Stipulation, Geysers Power shall file a refund report with the Commission, with refunds and interest calculated in accordance with Commission policy. The refund report will be prepared with a level of detail sufficient to permit verification of the accuracy of the amounts refunded.

IV. WAIVER OF REHEARING

The Sponsoring Parties are Geysers Power, the ISO, PG&E, and the California EOB. A "Subject Party" is any party or participant which files initial comments supporting the Stipulation without modification or condition or who elects not to file comments as permitted under the Commission's Rules of Practice and Procedure. Any party that files initial comments or reply comments on the Stipulation, regardless of whether such party characterizes its comments as being in support of or in opposition to approval of the Stipulation, shall be a "Contesting Party" if it requests any modification or condition to the terms set forth herein or to the Geysers RMR Agreement for Geysers Power not as revised by this Stipulation.

Sponsoring Parties and Subject Parties hereby waive any and all rights to seek rehearing or judicial review of any Commission order(s) approving the Stipulation, and shall be bound by and entitled to the benefits of the provisions of the Stipulation; *provided, however*, that if the Commission approves this Stipulation with modifications or conditions, a Sponsoring Party or Subject Party may seek rehearing or judicial review of the Commission's order(s) approving the Stipulation solely to challenge the Commission's imposition of modifications or conditions in order to preserve the terms and conditions of this Stipulation as filed.

V. RESERVATIONS

Agreement to or acquiescence in the Stipulation shall not be deemed in any respect to constitute an admission by any party hereto that any allegation or contention made by any other party in these proceedings is true or valid. In reaching the Stipulation, the parties specifically agree that the Stipulation represents a negotiated agreement for the sole purpose of settling certain issues, as described herein, in the captioned dockets. The Commission's approval of the Stipulation shall not constitute approval of, or precedent regarding, any principle or issue in this proceeding.

The parties agree that the resolution of any matter in the Stipulation shall not be deemed to be a "settled practice" as that term was interpreted and applied in *Public Service Commission of the State of New York v. FERC*, 642 F.2d 1335 (D.C. Cir. 1980).

The discussions among the parties that have produced the Stipulation have been conducted on the explicit understanding that they were undertaken subject to Rule 602(e) of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.602(e) (2001), and the rights of the parties with respect thereto shall not be impaired by the Stipulation.

Notwithstanding any provision of the Stipulation, nothing herein is intended to limit or affect the rights and remedies of the parties with respect to any claim that the amounts invoiced under the Geysers RMR Agreement do not comply with the provisions of the Geysers RMR Agreement.

VI. MISCELLANEOUS PROVISIONS

A. Headings

The titles and headings of the various Articles and Sections in this Stipulation are for reference purposes only. They are not to be construed or taken into account in interpreting this Stipulation, and do not qualify, modify, or explain the effects of this Stipulation.

B. Successors and Assigns

The rights conferred and obligations imposed on any party by this Stipulation shall inure to the benefit of or be binding on that party's successors in interest or assignees as if such successor or assignee was itself a party hereto.

C. Counterparts

This Stipulation may be executed in counterparts.

Dated: March 25, 2002

Jeanne M. Solé ^{HAB}
Jeanne M. Solé
Attorney for the California Independent System
Operator Corporation

Dated: March 22, 2002

Lindsey How-Downing
Lindsey How-Downing
Attorney for Geysers Power Company, LLC

Dated: March 25, 2002

Shiran Kochavi ^{HAB}
Shiran Kochavi
Attorney for Pacific Gas and Electric Company

Dated: March 25, 2002

Lisa Wolfe ^{HAB}
Lisa Wolfe
Attorney for California Electricity Oversight Board

Exhibit A

Unit	Capital Item Project No.	Total Capital Item Cost (\$)	Annual Capital Item Cost (\$)	Effective Date of the Hourly Capital Item Charge	Condition 1 Hourly Capital Item Charge (\$ (2001))	Condition 1 Hourly Surcharge Penalty Rate (\$ (2001))
5	Cooling Tower Drift Eliminators	171,676.50	NA	01/01/01	NA	NA
6	Cooling Tower Drift Eliminators	171,676.50	NA	01/01/01	NA	NA
12	Injection Piping	16,924.00	NA	01/01/01	NA	NA
12	Cooling Tower Drift Eliminators	250,000.00 ^{1,2}	19,243.34	01/01/01	1.37	2.74
14	Inner/After Condenser Tubes	199,363.00	34,788.84	01/01/01	2.41	4.82
17	Stream Piping	3,873,907.00	675,996.77	02/01/01	41.35	82.70
12	Station DC Batteries	83,753.00	14,614.90	05/01/01	1.04	2.08
12	Turbine Inner Case	600,000.00	104,700.00	05/01/01	7.45	14.90
12	Turbine Blades	1,335,418.00	233,030.44	05/01/01	16.58	33.06
6	Battery Chargers	3,757.50	655.68	06/01/01	0.05	0.10
6	Structured Condenser Packing	900,000.00	157,050.00	06/01/01	10.81	21.62
5	Battery Chargers	3,757.50	655.68	07/01/01	0.04	0.08
5	Structured Condenser Packing	900,000.00	157,050.00	07/01/01	10.75	21.50
14	Big Sulfur Creek II/III Pump	450,000.00	78,525.00	11/01/01	5.43	10.86

Note 1: The Capital Item Cost for these items satisfies the deductible for Capital Items as provided in Article VII of the Stipulation and Agreement approved in *California Independent System Operator Corp.*, 87 FERC ¶ 61,250 (1999).

Note 2: \$139,723 of the cost of the Unit 12 Cooling Tower Drift Eliminators is used to satisfy the deductible. The remaining \$110,277 (\$250,000 subtracting \$139,723) is used to calculate the Annual Capital Item Cost and Hourly Capital Item Charge for this Capital Item.

Table B-2

Unit	Capital Item Project No.	Annual Capital Item Cost	Condition 1 Surcharge Payment Factor	Condition 1 Hourly Capital Item Charge
5	Cooling Tower Drift Eliminators	N/A	0.50	\$0.00 ¹
6	Cooling Tower Drift Eliminators	N/A	0.50	\$0.00 ¹
12	Injection Piping	N/A	0.50	\$0.00 ¹
12	Cooling Tower Drift Eliminators	\$19,243.34	0.50	\$1.37 ^{1,2}
14	Inner/After Condenser Tubes	\$34,788.84	0.50	\$2.41

Note 1: The Capital Item Cost for these items satisfies the deductible for Capital Items for each Facility as provided in Article VII of the Stipulation and Agreement approved in *California Independent System Operator Corp., et al.*, 87 FERC ¶ 61,250 (1999).

Note 2: \$139,723 of the cost of the Unit 12 Cooling Tower Drift Eliminators is used to satisfy the deductible. The remaining \$110,277 is used to calculate the Annual Capital Item Cost and Hourly Capital Item Charge.

Table B-2

Unit	Capital Item Project No.	Annual Capital Item Cost	Condition 1 Surcharge Payment Factor	Condition 1 Hourly Capital Item Charge
5	Cooling Tower Drift Eliminators	N/A	0.50	\$0.00 ¹
6	Cooling Tower Drift Eliminators	N/A	0.50	\$0.00 ¹
12	Injection Piping	N/A	0.50	\$0.00 ¹
12	Cooling Tower Drift Eliminators	\$19,243.34	0.50	\$1.37 ^{1, 2}
14	Inner/After Condenser Tubes	\$34,788.84	0.50	\$2.41
17	Steam Piping	\$675,996.77	0.50	\$41.35

Note 1: The Capital Item Cost for these items satisfies the deductible for Capital Items for each Facility as provided in Article VII of the Stipulation and Agreement approved in *California Independent System Operator Corp., et al.*, 87 FERC ¶ 61,250 (1999).

Note 2: \$139,723 of the cost of the Unit 12 Cooling Tower Drift Eliminators is used to satisfy the deductible. The remaining \$110,277 is used to calculate the Annual Capital Item Cost and Hourly Capital Item Charge.

Table B-2

Unit	Capital Item Project No.	Annual Capital Item Cost	Condition 1 Surcharge Payment Factor	Condition 1 Hourly Capital Item Charge
5	Cooling Tower Drift Eliminators	N/A	0.50	\$0.00 ¹
6	Cooling Tower Drift Eliminators	N/A	0.50	\$0.00 ¹
12	Injection Piping	N/A	0.50	\$0.00 ¹
12	Cooling Tower Drift Eliminators	\$19,243.34	0.50	\$1.37 ^{1, 2}
12	Station DC Batteries	\$14,614.90	0.50	\$1.04
12	Turbine Inner Case	\$104,700.00	0.50	\$7.45
12	Turbine Blades	\$233,030.44	0.50	\$16.58
14	Inner/After Condenser Tubes	\$34,788.84	0.50	\$2.41
17	Steam Piping	\$675,996.77	0.50	\$41.35

Note 1: The Capital Item Cost for these items satisfies the deductible for Capital Items for each Facility as provided in Article VII of the Stipulation and Agreement approved in *California Independent System Operator Corp., et al.*, 87 FERC ¶ 61,250 (1999).

Note 2: \$139,723 of the cost of the Unit 12 Cooling Tower Drift Eliminators is used to satisfy the deductible. The remaining \$110,277 is used to calculate the Annual Capital Item Cost and Hourly Capital Item Charge.

Table B-2

Unit	Capital Item Project No.	Annual Capital Item Cost	Condition 1 Surcharge Payment Factor	Condition 1 Hourly Capital Item Charge
5	Cooling Tower Drift Eliminators	N/A	0.50	\$0.00 ¹
6	Cooling Tower Drift Eliminators	N/A	0.50	\$0.00 ¹
6	Battery Chargers	\$655.68	0.50	\$0.05
6	Structured Condenser Packing	\$157,050.00	0.50	\$10.81
12	Injection Piping	N/A	0.50	\$0.00 ¹
12	Cooling Tower Drift Eliminators	\$19,243.34	0.50	\$1.37 ^{1,2}
12	Station DC Batteries	\$14,614.90	0.50	\$1.04
12	Turbine Inner Case	\$104,700.00	0.50	\$7.45
12	Turbine Blades	\$233,030.44	0.50	\$16.58
14	Inner/After Condenser Tubes	\$34,788.84	0.50	\$2.41
17	Steam Piping	\$675,996.77	0.50	\$41.35

Note 1: The Capital Item Cost for these items satisfies the deductible for Capital Items for each Facility as provided in Article VII of the Stipulation and Agreement approved in *California Independent System Operator Corp., et al.*, 87 FERC ¶ 61,250 (1999).

Note 2: \$139,723 of the cost of the Unit 12 Cooling Tower Drift Eliminators is used to satisfy the deductible. The remaining \$110,277 is used to calculate the Annual Capital Item Cost and Hourly Capital Item Charge.

Table B-2

Unit	Capital Item Project No.	Annual Capital Item Cost	Condition 1 Surcharge Payment Factor	Condition 1 Hourly Capital Item Charge
5	Cooling Tower Drift Eliminators	N/A	0.50	\$0.00 ¹
5	Battery Chargers	\$655.68	0.50	\$0.04
5	Structured Condenser Packing	\$157,050.00	0.50	\$10.75
6	Cooling Tower Drift Eliminators	N/A	0.50	\$0.00 ¹
6	Battery Chargers	\$655.68	0.50	\$0.05
6	Structured Condenser Packing	\$157,050.00	0.50	\$10.81
12	Injection Piping	N/A	0.50	\$0.00 ¹
12	Cooling Tower Drift Eliminators	\$19,243.34	0.50	\$1.37 ^{1,2}
12	Station DC Batteries	\$14,614.90	0.50	\$1.04
12	Turbine Inner Case	\$104,700.00	0.50	\$7.45
12	Turbine Blades	\$233,030.44	0.50	\$16.58
14	Inner/After Condenser Tubes	\$34,788.84	0.50	\$2.41
17	Steam Piping	\$675,996.77	0.50	\$41.35

Note 1: The Capital Item Cost for these items satisfies the deductible for Capital Items for each Facility as provided in Article VII of the Stipulation and Agreement approved in *California Independent System Operator Corp., et al.*, 87 FERC ¶ 61,250 (1999).

Note 2: \$139,723 of the cost of the Unit 12 Cooling Tower Drift Eliminators is used to satisfy the deductible. The remaining \$110,277 is used to calculate the Annual Capital Item Cost and Hourly Capital Item Charge.

Table B-2

Unit	Capital Item Project No.	Annual Capital Item Cost	Condition 1 Surcharge Payment Factor	Condition 1 Hourly Capital Item Charge
5	Cooling Tower Drift Eliminators	N/A	0.50	\$0.00 ¹
5	Battery Chargers	\$655.68	0.50	\$0.04
5	Structured Condenser Packing	\$157,050.00	0.50	\$10.75
6	Cooling Tower Drift Eliminators	N/A	0.50	\$0.00 ¹
6	Battery Chargers	\$655.68	0.50	\$0.05
6	Structured Condenser Packing	\$157,050.00	0.50	\$10.81
12	Injection Piping	N/A	0.50	\$0.00 ¹
12	Cooling Tower Drift Eliminators	\$19,243.34	0.50	\$1.37 ^{1, 2}
12	Station DC Batteries	\$14,614.90	0.50	\$1.04
12	Turbine Inner Case	\$104,700.00	0.50	\$7.45
12	Turbine Blades	\$233,030.44	0.50	\$16.58
14	Inner/After Condenser Tubes	\$34,788.84	0.50	\$2.41
14	Big Sulfur Creek II/III Pump	\$78,525.00	0.50	\$5.43
17	Steam Piping	\$675,996.77	0.50	\$41.35

Note 1: The Capital Item Cost for these items satisfies the deductible for Capital Items for each Facility as provided in Article VII of the Stipulation and Agreement approved in *California Independent System Operator Corp., et al.*, 87 FERC ¶ 61,250 (1999).

Note 2: \$139,723 of the cost of the Unit 12 Cooling Tower Drift Eliminators is used to satisfy the deductible. The remaining \$110,277 is used to calculate the Annual Capital Item Cost and Hourly Capital Item Charge.

B. HOURLY SURCHARGE PENALTY RATE

A Unit's Hourly Surcharge Penalty Rate for each Capital Item for each Contract Year is the lesser of (a) the corresponding Hourly Capital Item Rate for the Contract Year (calculated pursuant to Item 4.A above), or (b) three times the applicable Hourly Capital Item Charge for the Contract Year (as shown in Table B-2 above). The Hourly Surcharge Penalty Rates for the Contract Year are set forth in Table B-4 below:

Table B-4

Unit	Capital Item	Project No.	Hourly Capital Item Rate	Condition 1 Hourly Surcharge Penalty Rate
12	Cooling Tower Drift Eliminator		\$2.74	\$2.74
14	Inner/After Condenser Tubes		\$4.82	\$4.82

6. TARGET AVAILABLE HOURS

A Unit's Target Available Hours for each Contract Year are calculated in accordance with the Equation B-10 below:

Equation B-10

$$\text{Target Available Hours (TAH)} = \frac{\text{Hours in the Calendar Year}}{\text{Year}} - \left[\text{Average Other Outage Hours} + \text{Long-term Planned Outage Hours} \right]$$

Average Other Outage Hours means the average annual Other Outage Hours for the Unit during the 60-month period ending June 30 of the previous calendar year.

Long-term Planned Outage Hours means the Long-term Planned Outage Hours for the Contract Year scheduled with ISO pursuant to Section 7.2(a). For periods prior to December 31, 1998, Other Outage Hours shall exclude a planned interruption, in whole or in part, in the electrical output of a Unit to permit Owner to perform a major equipment overhaul or inspection or for new construction work, but only if the outage lasted 21 or more consecutive days.

Long-term Planned Outage Hours scheduled for a Contract Year shall be subject to the Long-term Scheduled Outage Adjustment pursuant to Section 8.6 of the Agreement.

The Average Other Outage Hours, Long-term Planned Outage Hours and Target Available Hours for each Unit for the Contract Year are shown in Table B-5 below:

B. HOURLY SURCHARGE PENALTY RATE

A Unit's Hourly Surcharge Penalty Rate for each Capital Item for each Contract Year is the lesser of (a) the corresponding Hourly Capital Item Rate for the Contract Year (calculated pursuant to Item 4.A above), or (b) three times the applicable Hourly Capital Item Charge for the Contract Year (as shown in Table B-2 above). The Hourly Surcharge Penalty Rates for the Contract Year are set forth in Table B-4 below:

Table B-4

Unit	Capital Item Project No.	Hourly Capital Item Rate	Condition 1 Hourly Surcharge Penalty Rate
12	Cooling Tower Drift Eliminator	\$2.74	\$2.74
14	Inner/After Condenser Tubes	\$4.82	\$4.82
17	Steam Piping	\$82.70	\$82.70

6. TARGET AVAILABLE HOURS

A Unit's Target Available Hours for each Contract Year are calculated in accordance with the Equation B-10 below:

Equation B-10

$$\text{Target Available Hours (TAH)} = \frac{\text{Hours in the Calendar Year}}{\text{Year}} - \boxed{\text{Average Other Outage Hours}} + \boxed{\text{Long-term Planned Outage Hours}}$$

Average Other Outage Hours means the average annual Other Outage Hours for the Unit during the 60-month period ending June 30 of the previous calendar year.

Long-term Planned Outage Hours means the Long-term Planned Outage Hours for the Contract Year scheduled with ISO pursuant to Section 7.2(a). For periods prior to December 31, 1998, Other Outage Hours shall exclude a planned interruption, in whole or in part, in the electrical output of a Unit to permit Owner to perform a major equipment overhaul or inspection or for new construction work, but only if the outage lasted 21 or more consecutive days.

Long-term Planned Outage Hours scheduled for a Contract Year shall be subject to the Long-term Scheduled Outage Adjustment pursuant to Section 8.6 of the Agreement.

The Average Other Outage Hours, Long-term Planned Outage Hours and Target Available Hours for each Unit for the Contract Year are shown in Table B-5 below:

B. HOURLY SURCHARGE PENALTY RATE

A Unit's Hourly Surcharge Penalty Rate for each Capital Item for each Contract Year is the lesser of (a) the corresponding Hourly Capital Item Rate for the Contract Year (calculated pursuant to Item 4.A above), or (b) three times the applicable Hourly Capital Item Charge for the Contract Year (as shown in Table B-2 above). The Hourly Surcharge Penalty Rates for the Contract Year are set forth in Table B-4 below:

Table B-4

Unit	Capital Item Project No.	Hourly Capital Item Rate	Condition 1 Hourly Surcharge Penalty Rate
12	Cooling Tower Drift Eliminator	\$2.74	\$2.74
12	Station DC Batteries	\$2.08	\$2.08
12	Turbine Inner Case	\$14.90	\$14.90
12	Turbine Blades	\$33.16	\$33.16
14	Inner/After Condenser Tubes	\$4.82	\$4.82
17	Steam Piping	\$82.70	\$82.70

6. TARGET AVAILABLE HOURS

A Unit's Target Available Hours for each Contract Year are calculated in accordance with the Equation B-10 below:

Equation B-10

$$\text{Target Available Hours (TAH)} = \text{Hours in the Calendar Year} - \boxed{\text{Average Other Outage Hours}} + \boxed{\text{Long-term Planned Outage Hours}}$$

Average Other Outage Hours means the average annual Other Outage Hours for the Unit during the 60-month period ending June 30 of the previous calendar year.

Long-term Planned Outage Hours means the Long-term Planned Outage Hours for the Contract Year scheduled with ISO pursuant to Section 7.2(a). For periods prior to December 31, 1998, Other Outage Hours shall exclude a planned interruption, in whole or in part, in the electrical output of a Unit to permit Owner to perform a major equipment overhaul or inspection or for new construction work, but only if the outage lasted 21 or more consecutive days.

Long-term Planned Outage Hours scheduled for a Contract Year shall be subject to the Long-term Scheduled Outage Adjustment pursuant to Section 8.6 of the Agreement.

The Average Other Outage Hours, Long-term Planned Outage Hours and Target Available Hours for each Unit for the Contract Year are shown in Table B-5 below:

B. HOURLY SURCHARGE PENALTY RATE

A Unit's Hourly Surcharge Penalty Rate for each Capital Item for each Contract Year is the lesser of (a) the corresponding Hourly Capital Item Rate for the Contract Year (calculated pursuant to Item 4.A above), or (b) three times the applicable Hourly Capital Item Charge for the Contract Year (as shown in Table B-2 above). The Hourly Surcharge Penalty Rates for the Contract Year are set forth in Table B-4 below:

Table B-4

Unit	Capital Item Project No.	Hourly Capital Item Rate	Condition 1 Hourly Surcharge Penalty Rate
6	Battery Chargers	\$0.10	\$0.10
6	Structured Condenser Packing	\$21.62	\$21.62
12	Cooling Tower Drift Eliminator	\$2.74	\$2.74
12	Station DC Batteries	\$2.08	\$2.08
12	Turbine Inner Case	\$14.90	\$14.90
12	Turbine Blades	\$33.16	\$33.16
14	Inner/After Condenser Tubes	\$4.82	\$4.82
17	Steam Piping	\$82.70	\$82.70

6. TARGET AVAILABLE HOURS

A Unit's Target Available Hours for each Contract Year are calculated in accordance with the Equation B-10 below:

Equation B-10

$$\text{Target Available Hours (TAH)} = \frac{\text{Hours in the Calendar Year}}{\text{Year}} - \boxed{\text{Average Other Outage Hours}} + \boxed{\text{Long-term Planned Outage Hours}}$$

Average Other Outage Hours means the average annual Other Outage Hours for the Unit during the 60-month period ending June 30 of the previous calendar year.

Long-term Planned Outage Hours means the Long-term Planned Outage Hours for the Contract Year scheduled with ISO pursuant to Section 7.2(a). For periods prior to December 31, 1998, Other Outage Hours shall exclude a planned interruption, in whole or in part, in the electrical output of a Unit to permit Owner to perform a major equipment overhaul or inspection or for new construction work, but only if the outage lasted 21 or more consecutive days.

Long-term Planned Outage Hours scheduled for a Contract Year shall be subject to the Long-term Scheduled Outage Adjustment pursuant to Section 8.6 of the Agreement.

The Average Other Outage Hours, Long-term Planned Outage Hours and Target Available Hours for each Unit for the Contract Year are shown in Table B-5 below:

B. HOURLY SURCHARGE PENALTY RATE

A Unit's Hourly Surcharge Penalty Rate for each Capital Item for each Contract Year is the lesser of (a) the corresponding Hourly Capital Item Rate for the Contract Year (calculated pursuant to Item 4.A above), or (b) three times the applicable Hourly Capital Item Charge for the Contract Year (as shown in Table B-2 above). The Hourly Surcharge Penalty Rates for the Contract Year are set forth in Table B-4 below:

Table B-4

Unit	Capital Item Project No.	Hourly Capital Item Rate	Condition 1 Hourly Surcharge Penalty Rate
5	Battery Chargers	\$0.08	\$0.08
5	Structured Condenser Packing	\$21.50	\$21.50
6	Battery Chargers	\$0.10	\$0.10
6	Structured Condenser Packing	\$21.62	\$21.62
12	Cooling Tower Drift Eliminator	\$2.74	\$2.74
12	Station DC Batteries	\$2.08	\$2.08
12	Turbine Inner Case	\$14.90	\$14.90
12	Turbine Blades	\$33.16	\$33.16
14	Inner/After Condenser Tubes	\$4.82	\$4.82
17	Steam Piping	\$82.70	\$82.70

6. TARGET AVAILABLE HOURS

A Unit's Target Available Hours for each Contract Year are calculated in accordance with the Equation B-10 below:

Equation B-10

$$\text{Target Available Hours (TAH)} = \frac{\text{Hours in the Calendar Year}}{\text{Year}} - \boxed{\text{Average Other Outage Hours}} + \boxed{\text{Long-term Planned Outage Hours}}$$

Average Other Outage Hours means the average annual Other Outage Hours for the Unit during the 60-month period ending June 30 of the previous calendar year.

Long-term Planned Outage Hours means the Long-term Planned Outage Hours for the Contract Year scheduled with ISO pursuant to Section 7.2(a). For periods prior to December 31, 1998, Other Outage Hours shall exclude a planned interruption, in whole or in part, in the electrical output of a Unit to permit Owner to perform a major equipment overhaul or inspection or for new construction work, but only if the outage lasted 21 or more consecutive days.

Long-term Planned Outage Hours scheduled for a Contract Year shall be subject to the Long-term Scheduled Outage Adjustment pursuant to Section 8.6 of the Agreement.

The Average Other Outage Hours, Long-term Planned Outage Hours and Target Available Hours for each Unit for the Contract Year are shown in Table B-5 below:

B. HOURLY SURCHARGE PENALTY RATE

A Unit's Hourly Surcharge Penalty Rate for each Capital Item for each Contract Year is the lesser of (a) the corresponding Hourly Capital Item Rate for the Contract Year (calculated pursuant to Item 4.A above), or (b) three times the applicable Hourly Capital Item Charge for the Contract Year (as shown in Table B-2 above). The Hourly Surcharge Penalty Rates for the Contract Year are set forth in Table B-4 below:

Table B-4

Unit	Capital Item Project No.	Hourly Capital Item Rate	Condition 1 Hourly Surcharge Penalty Rate
5	Battery Chargers	\$0.08	\$0.08
5	Structured Condenser Packing	\$21.50	\$21.50
6	Battery Chargers	\$0.10	\$0.10
6	Structured Condenser Packing	\$21.62	\$21.62
12	Cooling Tower Drift Eliminator	\$2.74	\$2.74
12	Station DC Batteries	\$2.08	\$2.08
12	Turbine Inner Case	\$14.90	\$14.90
12	Turbine Blades	\$33.16	\$33.16
14	Inner/After Condenser Tubes	\$4.82	\$4.82
14	Big Sulfur Creek II/III Pump	\$10.86	\$10.86
17	Steam Piping	\$82.70	\$82.70

6. TARGET AVAILABLE HOURS

A Unit's Target Available Hours for each Contract Year are calculated in accordance with the Equation B-10 below:

Equation B-10

$$\text{Target Available Hours (TAH)} = \frac{\text{Hours in the Calendar Year}}{\text{Year}} - \left[\text{Average Other Outage Hours} + \text{Long-term Planned Outage Hours} \right]$$

Average Other Outage Hours means the average annual Other Outage Hours for the Unit during the 60-month period ending June 30 of the previous calendar year.

Long-term Planned Outage Hours means the Long-term Planned Outage Hours for the Contract Year scheduled with ISO pursuant to Section 7.2(a). For periods prior to December 31, 1998, Other Outage Hours shall exclude a planned interruption, in whole or in part, in the electrical output of a Unit to permit Owner to perform a major equipment overhaul or inspection or for new construction work, but only if the outage lasted 21 or more consecutive days.

Long-term Planned Outage Hours scheduled for a Contract Year shall be subject to the Long-term Scheduled Outage Adjustment pursuant to Section 8.6 of the Agreement.

The Average Other Outage Hours, Long-term Planned Outage Hours and Target Available Hours for each Unit for the Contract Year are shown in Table B-5 below:

APPENDIX 1

**Geysers Power Company, LLC Rate Schedule FERC No. 5
Docket Nos. ER01-812-000 and ER01-812-001
Proposed Tariff Sheet Effective Dates**

Tariff Sheet	Date Submitted	Effective Date	Superseding
First Revised Sheet No. 82	12/27/2000	01/01/2001	Original Sheet No. 82
First Revised Sheet No. 86	12/27/2000	01/01/2001	Original Sheet No. 86
1 st Rev First Revised Sheet No. 88	03/25/2002	01/01/2001	Original Sheet No. 88
2 nd Rev First Revised Sheet No. 88	03/25/2002	02/01/2001	1 st Rev First Revised Sheet No. 88
3 rd Rev First Revised Sheet No. 88	03/25/2002	05/01/2001	2 nd Rev First Revised Sheet No. 88
4 th Rev First Revised Sheet No. 88	03/25/2002	06/01/2001	3 rd Rev First Revised Sheet No. 88
5 th Rev First Revised Sheet No. 88	03/25/2002	07/01/2001	4 th Rev First Revised Sheet No. 88
6 th Rev First Revised Sheet No. 88	03/25/2002	11/01/2001	5 th Rev First Revised Sheet No. 88
First Revised Sheet No. 88A	12/27/2000	01/01/2001	Original Sheet No. 88A
1 st Rev First Revised Sheet No. 89	03/25/2002	01/01/2001	Original Sheet No. 89
2 nd Rev First Revised Sheet No. 89	03/25/2002	02/01/2001	1 st Rev First Revised Sheet No. 89
3 rd Rev First Revised Sheet No. 89	03/25/2002	05/01/2001	2 nd Rev First Revised Sheet No. 89
4 th Rev First Revised Sheet No. 89	03/25/2002	06/01/2001	3 rd Rev First Revised Sheet No. 89
5 th Rev First Revised Sheet No. 89	03/25/2002	07/01/2001	4 th Rev First Revised Sheet No. 89
6 th Rev First Revised Sheet No. 89	03/25/2002	11/01/2001	5 th Rev First Revised Sheet No. 89
First Revised Sheet No. 90	12/27/2000	01/01/2001	Original Sheet No. 90
First Revised Sheet No. 111	12/27/2000	01/01/2001	Original Sheet No. 111
First Revised Sheet No. 148	12/27/2000	01/01/2001	Original Sheet No. 148
First Revised Sheet No. 148A	12/27/2000	01/01/2001	Original Sheet No. 148A