

APPENDIX 1

APPLICATION 20-09-019

**SETTLEMENT AGREEMENT IN PG&E'S
APPLICATION FOR RECOVERY OF RECORDED EXPENDITURES RELATED TO
WILDFIRE MITIGATION AND CATASTROPHIC EVENTS, AS WELL AS OTHER
RECORDED COSTS, RESOLVING APPLICATION 20-09-019**

1. Introduction

The parties to this Settlement Agreement are: Pacific Gas and Electric Company (PG&E), the Public Advocates Office at the California Public Utilities Commission (Cal Advocates), and Federal Executive Agencies (FEA) (each a Settling Party and collectively referred to as the Settling Parties). In accordance with Article 12 of the Rules of Practice and Procedure (Rules) of the California Public Utilities Commission (Commission or CPUC), the Settling Parties hereby agree to settle and resolve all of the issues within the scope of Application (A.) 20-09-019 as established by Administrative Law Judge Nojan's December 23, 2020 Scoping Ruling. A.20-09-019 is also referred to in shorthand as PG&E's 2020 Wildfire Mitigation and Catastrophic Events (2020 WMCE) application. The details of this Settlement Agreement and agreed-upon WMCE revenue requirements are set forth herein.

The Settling Parties bargained earnestly and in good faith to compromise and develop this Settlement Agreement, which is the product of arms-length negotiations on a number of disputed issues, in order to minimize the time, expense, and uncertainty of continued litigation of this proceeding. The Settling Parties agree that the Settlement Agreement addresses each disputed issue in a fair and balanced manner.

This Settlement Agreement is the product of concessions and trade-offs among the Settling Parties. Thus, the various elements and sections of this Settlement Agreement are closely interrelated and should not be altered, as the Settling Parties intend that the Settlement Agreement be treated as a package of elements that balances and aligns the interests of each Settling Party. Accordingly, the Settling Parties respectfully recommend that the Commission approve each and every aspect of the Settlement Agreement without modification.

2. **Settling Parties**

The parties to this Settlement Agreement are:

- PG&E, the Applicant, which is a public utility that provides natural gas and electric service to approximately 16 million people throughout a 70,000-square-mile service area in northern and central California;
- Cal Advocates, an independent organization within the CPUC that advocates solely on behalf of utility ratepayers; and
- Federal Executive Agencies, which represents the consumer interests of the federal agencies located in PG&E's service territory.

3. **Overview of PG&E's Cost-Recovery Request**

3.1. Revenue Requirement Requested in A.20-09-019: In A.20-09-019, PG&E requested a revenue requirement of \$1,280.657 million to recover PG&E's costs for certain wildfire mitigation, catastrophic event, and other activities, as recorded in the following CPUC-approved memorandum accounts for PG&E:

(1) Fire Hazard Prevention Memorandum Account (FHPMA) – The purpose of the FHPMA is to track and record PG&E's costs to complete various fire hazard prevention activities in order to comply with regulations and requirements adopted in Commission Rulemaking (R.) 08-11-005, R.15-05-006, and related proceedings.

(2) Wildfire Mitigation Plan Memorandum Account (WMPMA) – The purpose of the WMPMA is to track and record PG&E's costs to complete various wildfire mitigation activities contained in PG&E's Wildfire Mitigation Plans (WMPs), as approved by the CPUC, that are not otherwise recovered in PG&E authorized revenue requirements.

(3) Fire Risk Mitigation Memorandum Account (FRMMA) – The purpose of the FRMMA is to track and record PG&E's costs to complete various other fire risk mitigation work not outlined in PG&E's CPUC-approved WMPs, or prior to approval of a WMP, that are not otherwise recovered in PG&E authorized revenue requirements.

(4) Catastrophic Event Memorandum Account (CEMA) – The purpose of CEMA is to record PG&E’s costs for “(1) restoring utility services to customers, (2) repairing, replacing, or restoring damaged utility facilities, and (3) complying with governmental agency orders in connection with events declared disasters by competent state or federal authorities.”¹

(5) Land Conservation Plan Implementation Account (LCPIA) – The purpose of the LCPIA is to track and record PG&E’s costs to process applications before the CPUC or the Federal Energy Regulatory Commission (FERC) for transactions necessary to implement the Land Conservation Plan approved in Decision (D.) 03-12-035.

(6) Residential Rate Reform Memorandum Account (RRRMA) – The purpose of the RRRMA is to track and record PG&E’s costs in response to the Residential Rate Reform Order Instituting Rulemaking (RROIR).

3.2. Interim Revenue Requirement Requested in A.20-02-003: In A.20-02-003, PG&E requested authorization to recover, on an interim basis, a portion of the revenue requirement requested in A.20-09-019. The Commission issued D.20-10-026 authorizing PG&E to recover, on an interim basis, no more than \$447,034,500 in revenue for its recorded FHPMA, FRMMA, and WMPMA costs, over a 17-month amortization period, with interest, from December 2020 through the end of April 2022. (The authorized revenue and amortization period approved in D.20-10-026 is referred to in this Settlement Agreement as the “Interim 2020 WMCE Revenue Requirement”).²

4. PROCEDURAL AND SETTLEMENT HISTORY

4.1. Parties’ Submissions: PG&E submitted its Application and supporting testimony on September 30, 2020. Responsive testimony was served on April 14, 2021 by Cal Advocates, TURN, Federal Executive Agencies (FEA), and Mr. Thomas Del Monte. PG&E

¹ Public Utilities Code Section 454.9(a).

² D.20-10-026, Ordering Paragraph 1. The decision further noted that for the approved amortization period, “[s]hould PG&E begin recovery after December 2020, the end of the recovery period shall be extended commensurately.”

submitted its rebuttal testimony on April 30, 2021. Evidentiary hearings were held June 14-16, 2021. Opening briefs were submitted on July 23, 2021 by PG&E, Cal Advocates, TURN, FEA, Mr. Del Monte, and Wild Tree Foundation (WTF). On July 30, 2021, upon reaching the agreement in principle that led to this Settlement Agreement, the Settling Parties filed a joint motion to vacate the briefing deadline for reply briefs and extend the settlement deadline to August 20, 2021. On August 2, 2021, Administrative Law Judge Nojan granted this motion. The settlement deadline has further been extended to September 21, 2021 to allow the Settling Parties additional time to finalize proposed settlement terms and properly notice a settlement conference.

4.2. Notice of Settlement Conference: On September 7, 2021, PG&E issued a Notice of Settlement Conference pursuant to Rule 12.1(b). PG&E served the notice on the service list for A.20-09-019. On September 14, 2021, PG&E and Cal Advocates held a properly noticed settlement conference, fulfilling all requirements under Rule 12.1 prior to the Settling Parties signing this Settlement Agreement.

5. Settlement Terms and Conditions

This Settlement Agreement represents a negotiated compromise and resolves the issues raised by the Settling Parties in A.20-09-019 and those within the scope of the proceeding as identified by Administrative Law Judge Nojan's December 23, 2020 Scoping Ruling, subject to the terms and conditions set forth below:

5.1. Final 2020 WMCE Revenue Requirement: A revenue requirement of \$1,037.9 million (referred to as the Final 2020 WMCE Revenue Requirement) shall be recovered for costs recorded in the FHMPA, FRMMA, WMPMA, CEMA, LCPIA, and RRRMA included in A.20-09-019. The \$1,037.9 million Final 2020 WMCE Revenue Requirement consists of \$958.894 million in expense revenue requirement and \$79.006 million in capital expenditure revenue requirements, for the 2017-2022 period. The Final 2020 WMCE Revenue Requirement reflects an 81% recovery (19% reduction) of the original \$1,280.657 million revenue requirement

proposed in A.20-09-019, for the 2017-2022 period. The recorded costs that make up the Final 2020 WMCE Revenue Requirement for the 2017-2022 period consist of \$958.894 million in expense and \$649.001 million in capital expenditures. The Settling Parties agree that \$829.627 million in expense and \$591.64 million in capital expenditures tracked and recorded in the FHPMA, FRMMA, and WMPMA, including \$350 million in capital expenditures tracked and recorded in the WMPMA on or after August 1, 2019, are and should be deemed just and reasonable. The Final 2020 WMCE Revenue Requirement shall be collected as follows:

- 5.1.1.** The Interim 2020 WMCE Revenue Requirement of \$447,034,500 granted in D.20-10-026 shall continue until fully collected by PG&E over the 17-month amortization period authorized in that decision.
- 5.1.2.** An additional revenue requirement of \$590,865,000 shall be recovered over a 24-month amortization period following the conclusion of the 17-month amortization period for the Interim 2020 WMCE Revenue Requirement.
- 5.1.3.** PG&E shall accrue interest associated with the Final 2020 WMCE Revenue Requirement based on the interest rate on three-month Commercial Paper for the previous month, as reported in the Federal Reserve Statistical Release, G.13, or its successor. The interest calculation shall utilize the average balance of unrecovered amounts, with the average calculated using the beginning and end of month balances.

5.2. Recovery of Expense and Capital Costs: With respect to revenue requirements associated with authorized expense and capital costs, PG&E shall recover the cumulative 2017-2022 revenue requirements over the approved amortization periods in Sections 5.1.1 and 5.1.2 through routine advice letter filings. Future revenue requirements associated with capital expenditures in A.20-09-019 will be included in future GRCs or as authorized.

5.3. Reporting Requirements: All reporting requirements for PG&E contained in D.20-10-026 shall remain effective. In addition, PG&E shall submit information in future reports as described in Attachment 1.

5.4. Financing: PG&E reserves the right to apply for the issuance of a financing order pursuant to California Utilities Code Sections 850, *et seq.* to issue recovery bonds for the FHPMA, FRMMA, and WMPMA costs approved as just and reasonable under this Settlement Agreement. Cal Advocates and FEA reserve the right to oppose any request for financing through securitization of any portion of these costs.

5.5. Cost Allocation: Revenue requirements for each PG&E functional area shall be assigned based on the costs recorded by functional area, as shown in Attachment 2. The Settling Parties further agree that PG&E's electric revenue requirement adopted in this proceeding shall be allocated in accordance with the Revenue Allocation (RA) Settlement Agreement proposed in A.19-11-019 or as otherwise approved in the final decision in that proceeding. For the Electric Distribution revenue requirement adopted in this proceeding that is associated with FHPMA, FRMMA, WMPMA, and CEMA, PG&E shall utilize the Special Allocator for CEMA, HSM, and Wildfire Mitigation costs outlined in the RA Settlement Agreement or as otherwise approved in A.19-11-019. For the Power Generation and other Electric Distribution revenue requirements adopted in this proceeding, PG&E shall utilize the standard generation and distribution allocators, respectively, as adopted by a final decision in A.19-11-019. To the extent PG&E applies for the issuance of a financing order pursuant to California Utilities Code Sections 850, *et seq.* to issue recovery bonds for the FHPMA, FRMMA, and WMPMA approved as just and reasonable under this Settlement Agreement, the financing order, not this Settlement Agreement, shall establish the cost allocation of the recovery bonds.

5.6. Reasonableness of Settlement Terms: The Settling Parties agree that this Settlement Agreement is reasonable in light of the evidentiary record, consistent with law, and in the public interest. The Settling Parties agree that this Settlement Agreement complies with Rule 12.1(d).

5.7. Plain Meaning of Terms: The Settling Parties agree that the language in all provisions of this Settlement Agreement shall be construed according to its fair meaning and not for or against any Settling Party because that Settling Party or its counsel or advocate drafted the provision. The descriptive headings in this Settlement Agreement are for reference only and are not intended to have any substantive meaning or interpretive value.

5.8. Commission's Primary Jurisdiction and Governing Law: The Settling Parties agree that the Commission has primary jurisdiction over any interpretation, enforcement, or remedies regarding this Settlement Agreement. No Settling Party may bring an action regarding this Settlement Agreement in any state or federal court or administrative agency without having first exhausted its administrative remedies at the Commission. This Settlement Agreement shall be governed by the Rules of the California Public Utilities Commission and the laws of the State of California.

5.9. Further Actions and Joint Support: The Settling Parties acknowledge that this Settlement Agreement is subject to approval by the Commission. As soon as practicable after all the Settling Parties have signed the Settlement Agreement, the Settling Parties through their respective attorneys shall prepare and file a Joint Motion for Approval and Adoption of the Settlement (Motion). The Settling Parties agree to actively support prompt approval of the Settlement Agreement, including through written and oral testimony if testimony is required, appearances, briefing, filing an appeal of a Presiding Officer's decision, and other means as needed to obtain the approvals sought. The Settling Parties shall furnish such additional information, documents, or testimonies as the Commission may require for purposes of granting the Motion and approving and adopting the Settlement Agreement.

5.10. No Personal Liability: None of the Settling Parties, or their respective employees, attorneys, or any other individual representative or agent, assumes any personal liability as a result of the Settling Parties signing this Settlement Agreement.

5.11. Non-Severability: The provisions of this Settlement Agreement are non-severable.

5.12. Voluntary and Knowing Acceptance: Each Settling Party acknowledges and stipulates that it is agreeing to this Settlement Agreement freely, voluntarily, and without any fraud, duress, or undue influence by any other Settling Party. Each Settling Party has read and fully understands its rights, privileges, and duties under this Settlement Agreement, including its right to discuss this Settlement Agreement with its legal counsel, which has been exercised to the extent deemed necessary by each Settling Party.

5.13. Entirety of Agreement: This Settlement Agreement embodies the entire understanding and agreement of the Settling Parties with respect to the matters described, and it supersedes prior oral or written agreements, principles, negotiations, statements, representations, or understandings among or between the Settling Parties with respect to those matters.

5.14. No Modification: Until such time as the Commission has adopted this Settlement Agreement, the Settlement Agreement may not be altered, amended, or modified in any respect except in writing and with the express written and signed consent of all the Settling Parties.

5.15. No Reliance: No Settling Party has relied or presently relies on any statement, promise, or representation by any other Settling Party, whether oral or written, except as specifically set forth in this Settlement Agreement. Each Settling Party expressly assumes the risk of any mistake of law or fact made by such Settling Party or its authorized representative.

5.16. Counterparts: This Settlement Agreement may be executed in separate counterparts by the different Settling Parties hereto and all so executed shall be binding and have the same effect as if all the Settling Parties had signed one and the same document. All such counterparts shall be deemed to be an original and together constitute one and the same Settlement Agreement, notwithstanding that the signatures of the Settling Parties or of a Settling Party's attorney or other representative do not appear on the same page of this Settlement Agreement.

5.17. Binding Upon Full Execution: This Settlement Agreement shall become effective and binding on each of the Settling Parties as of the date when it is fully executed. It

shall also be binding upon each of the Settling Parties' respective successors, subsidiaries, affiliates, representatives, agents, officers, directors, employees, and personal representatives, whether past, present, or future.

5.18. Commission Adoption Not Precedential: In accordance with Rule 12.5, the Settling Parties agree and acknowledge that unless the Commission expressly provides otherwise, Commission approval and adoption of this Settlement Agreement does not constitute approval of or precedent regarding any principle or issue of law or fact in this or any other current or future proceeding.

5.19. Enforceability: The Settling Parties agree and acknowledge that after issuance of a Commission decision approving and adopting this Settlement Agreement, the Commission may reassert jurisdiction and reopen this proceeding to enforce the terms and conditions of this Settlement Agreement.

5.20. Finality: Once fully executed by the Settling Parties and adopted and approved by a Commission decision, this Settlement Agreement fully and finally settles any and all disputes among and between the Settling Parties in this proceeding, unless otherwise specifically provided in the Settlement Agreement.

5.21. No Admission: Nothing in this Settlement Agreement or related negotiations may be construed as an admission of any law or fact by any of the Settling Parties, or as precedential or binding on any of the Settling Parties in any other proceeding whether before the Commission or in any state or federal court or administrative agency. Further, unless expressly stated herein, this Settlement Agreement does not constitute an acknowledgement, admission, or acceptance by any of the Settling Parties regarding any issue of law or fact in this matter, or the validity or invalidity of any particular method, theory, or principle of ratemaking or regulation in this or any other proceeding.

5.22. Authority to Sign: Each Settling Party executing this Settlement Agreement represents and warrants to the other Settling Parties that the individual signing this Settlement Agreement and the related Motion on its behalf has the legal authority to do so.

5.23. Limited Admissibility: Each Settling Party signing this Settlement Agreement agrees and acknowledges that this Settlement Agreement shall be admissible in any subsequent Commission proceeding for the sole purpose of enforcing the Terms and Conditions of this Settlement Agreement.

5.24. Estoppel or Waiver: Unless expressly stated herein, the Settling Parties' execution of this Settlement Agreement is not intended to provide any of the Settling Parties a basis to claim estoppel or waiver in any manner in this or any other proceeding.

5.25. Rejection or Modification of the Settlement Agreement: The Settling Parties agree that if the Commission declines to adopt this Settlement Agreement in its entirety and without modification, the Settling Parties shall convene a settlement conference within 15 days of such Commission action(s) to discuss whether they can resolve the issues raised by the Commission's action(s). If the Settling Parties cannot mutually agree to resolve the issues raised by the Commission's action(s), the Settlement Agreement shall be rescinded, and the Settling Parties shall be released from their respective obligations to support the Settlement Agreement. Thereafter, the Settling Parties may pursue any action they deem appropriate, but agree to cooperate in establishing a procedural schedule. The Settling Parties reserve all rights set forth in Rule 12.4 of the Rules of Practice and Procedure.

6. Conclusion

Each of the Settling Parties has executed this Settlement Agreement as of the date appearing below their respective signature.

<p>THE PUBLIC ADVOCATES OFFICE</p> <p>By: <u><i>Linda Serizawa</i></u> Name: Linda Serizawa Title: Cal Advocates Deputy Director</p> <p>FEDERAL EXECUTIVE AGENCIES</p> <p>By: _____ Name: Rita M. Liotta Title: FEA Counsel</p>	<p>PACIFIC GAS AND ELECTRIC COMPANY</p> <p>By: _____ Name: David Thomason Title: Vice President, Controller, Utility Chief Financial Officer</p>
<p>Date: September 21, 2021</p>	<p>Date: September 21, 2021</p>

6. Conclusion

Each of the Settling Parties has executed this Settlement Agreement as of the date appearing below their respective signature.

<p>THE PUBLIC ADVOCATES OFFICE</p> <p>By: _____ Name: Linda Serizawa Title: Cal Advocates Deputy Director</p> <p>FEDERAL EXECUTIVE AGENCIES</p> <p>By: _____ Name: Rita M. Liotta Title: FEA Counsel</p>	<p>PACIFIC GAS AND ELECTRIC COMPANY</p> <p>By: _____ Name: David Thomason Title: Vice President, Controller, Utility Chief Financial Officer</p>
<p>Date: September 21, 2021</p>	<p>Date: September 21, 2021</p>

6. Conclusion

Each of the Settling Parties has executed this Settlement Agreement as of the date appearing below their respective signature.

<p>THE PUBLIC ADVOCATES OFFICE</p> <p>By: _____ Name: Linda Serizawa Title: Cal Advocates Deputy Director</p> <p>FEDERAL EXECUTIVE AGENCIES</p> <p>LIOTTA.RITA.M Digitally signed by LIOTTA.RITA.M.1177442557 Date: 2021.09.21 10:49:50 -07'00'</p> <p>By: .1177442557 _____ Name: Rita M. Liotta Title: FEA Counsel</p>	<p>PACIFIC GAS AND ELECTRIC COMPANY</p> <p>By: _____ Name: David Thomason Title: Vice President, Controller, Utility Chief Financial Officer</p>
<p>Date: September 21, 2021</p>	<p>Date: September 21, 2021</p>

ATTACHMENT 1

ATTACHMENT 1

The Settling Parties agree that PG&E shall submit certain information in connection with future Wildfire Mitigation and Catastrophic Events applications or other reports or submissions, as specified herein (the "Reporting Requirements"). Except where otherwise provided, the applicable time period for the Reporting Requirements is January 1, 2022, to the extent feasible, through December 31, 2026, or until a decision in the 2023 GRC establishes new reporting requirements, if any, superseding those contained herein (the "Reporting Period").

A. Reporting Requirements

1. Overhead System Hardening: In PG&E's annual System Hardening Report, submitted in July of each year pursuant to the 2020 GRC Settlement, PG&E will include the following information from the preceding year:
 - a. The number of poles replaced and the reason for each pole replacement.
 - b. The forecasted costs for PG&E's overhead system hardening program at an overall unit cost level by the following categories:
 1. Internal labor (except estimating)
 2. External labor (except estimating)
 3. Vegetation costs
 4. Estimating costs
 5. Material
 6. Permitting
 7. Other
 - c. For each overhead system hardening project completed (i.e., 100% fully constructed), the following cost information:
 - i. The recorded cost per mile broken down by activity. Specifically, for each project, PG&E will provide a recorded cost breakdown by the following categories:
 1. Internal labor (except estimating)
 2. External labor (except estimating)
 3. Vegetation costs
 4. Estimating costs
 5. Material
 6. Permitting
 7. Other
 - ii. The costs will be provided by project, along with the total number of miles completed for that project. The costs can be divided by the number of miles for the project to provide a cost per mile by activity.

2. Vegetation Management: In PG&E's annual System Hardening Report, submitted in July of each year pursuant to the 2020 GRC Settlement, PG&E will include the following information:
 - a. For Routine Vegetation Management work completed during the preceding year, the following information:
 - i. For work billed on a per unit basis:
 1. The total direct cost of trees trimmed;
 2. The total direct cost of trees felled;
 3. The number of trees trimmed;
 4. The number of trees felled;
 5. The average cost per unit for trees trimmed; and
 6. The average cost per unit for trees felled.
 - ii. For work billed pursuant to Time & Equipment contracts, the total direct cost of trees removed and felled, jointly.
 - iii. For work billed pursuant to Lump Sum contracts:
 1. The total direct cost of trees removed and felled, jointly;
 2. The number of trees trimmed;
 3. The number of trees felled; and
 4. The average cost per unit for trees trimmed and felled, jointly.
 - iv. The total overhead cost; and
 - v. The average overhead cost per unit.
 - b. For Enhanced Vegetation Management work completed during the preceding year, the following information:
 - i. For work billed on a per unit basis:
 1. The total direct cost of trees trimmed;
 2. The total direct cost of trees felled;
 3. The number of trees trimmed;
 4. The number of trees felled;
 5. The average cost per unit for trees trimmed; and
 6. The average cost per unit for trees felled.
 - ii. For work billed pursuant to Time & Equipment contracts, the total direct cost of trees removed and felled, jointly.
 - iii. The total overhead cost; and
 - iv. The average overhead cost per unit.

3. Public Safety Power Shutoff (PSPS): PG&E shall provide the following information within three months of filing any cost-recovery application seeking reasonableness review of costs incurred to execute any PSPS events between January 1, 2021 and December 31, 2026:
 - a. For each such PSPS event, PG&E shall provide a spreadsheet showing the factors considered, other than subject matter expertise, and the data relied on in the decision to shut off power on a given circuit or portion of a circuit at the most granular level available, as described below.
 - b. For example, for PSPS events occurring in 2021, PG&E will provide the following information for each circuit de-energized at the 2x2 km model resolution:
 - i. The product of FPI probability catastrophic fire and IPW probability ignition (CFPD) catastrophic fire probability;
 - ii. Which PSPS criteria this cell hour is met for;
 - iii. Fire Potential Index Model Output probability large fire;
 - iv. Fire Potential Index Model Output probability catastrophic fire;
 - v. Fire Potential Index Model Output probability large or catastrophic fire;
 - vi. Dead Fuel Moisture – 10-hour;
 - vii. Dead Fuel Moisture – 100-hour;
 - viii. Dead Fuel Moisture – 1000-hour;
 - ix. The grid cell index;
 - x. The valid time for the forecast hour start (UTC);
 - xi. The valid time for the forecast hour start (PT);
 - xii. Live Fuel Moisture - chamise new growth;
 - xiii. Live Fuel Moisture – herbaceous;
 - xiv. Live Fuel Moisture – woody;
 - xv. Temperature at 2m above ground (f);
 - xvi. Forecast sustained windspeed in miles per hour;
 - xvii. Wind direction degrees;
 - xviii. vapor pressure deficit milibar;
 - xix. friction velocity;
 - xx. Relative Humidity (%);
 - xxi. Turbulent kinetic energy at 50m above ground level;
 - xxii. Forecast wind speed at 300m above ground level in miles per hour;
 - xxiii. alignment of terrain and wind direction, degrees;
 - xxiv. Date/time the weather model run is initialized (UTC);
 - xxv. Grid cell's mid-point latitude;
 - xxvi. Grid cell's mid-point longitude;
 - xxvii. sum of tree overstrike in this grid cell in ft;
 - xxviii. accumulated precipitation;
 - xxix. Forecast wind speed at 50m above ground level in miles per hour;
 - xxx. 2021 IPW Model Output Probability of Animal 3rd party outage;

- xxxi. 2021 IPW Model Output Probability of Electrical 3rd party outage;
- xxxii. 2021 IPW Model Output Probability of Structural Equipment outage;
- xxxiii. 2021 IPW Model Output Probability of Unknown Cause outage;
- xxxiv. 2021 IPW Model Output Probability of Animal 3rd party outage;
- xxxv. 2021 IPW Model Output Probability of Ignition from above outage
2021 IPW model probabilities translated to ignition probability by
cause;
- xxxvi. buildings impacted in fire spread simulation 8 hours;
- xxxvii. population impacted in fire spread simulation 8 hours;
- xxxviii. fire spread area in acres 8 hours;
- xxxix. rate of spread in ch/hr on fire front for first 2 hours of simulation;
 - xl. flame length in ft on fire front for first 2 hours of simulation;
 - xli. Forecast wind gust in miles per hour; and
 - xl. Date/time the technosylva model run is initialized (UTC).

B. Costs To Comply

To the extent that a given Reporting Requirement is new and did not bind PG&E prior to the execution of the Settlement Agreement, PG&E reserves the right to record in the Wildfire Mitigation Balancing Account any incremental costs necessary to comply with that Reporting Requirement. Any such costs will be subject to reasonableness review by the Commission.

ATTACHMENT 2

Final 2020 WMCE Revenue Requirement					
	Electric Distribution	Gas Distribution	Electric Generation	Gas Transmission	Total by LOB
Expense RRQ	945,530	10,835	84	2,444	958,894
Capital RRQ	73,260	4,579	394	772	79,006
Total RRQ	1,018,790	15,415	478	3,216	1,037,900

END APPENDIX 1