

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



March 26, 2014

Advice Letters 4107-E and 4107-E-A

Brian K. Cherry
Vice President, Regulation and Rates
Pacific Gas and Electric Company
77 Beale Street, Mail Code B10C
P.O. Box 770000
San Francisco, CA 94177

Subject: Three Power Purchase Agreements for Procurement of Eligible Renewable Energy Resources Between First Solar, LLC and PG&E

Dear Mr. Cherry:

Advice Letters 4107-E and 4107-E-A are effective February 5th, 2014 per Resolution E-4640.

Sincerely,

A handwritten signature in cursive script that reads "Edward F. Randolph".

Edward F. Randolph, Director
Energy Division

September 5, 2013

Advice 4107-E-A – Redacted Version
(Pacific Gas and Electric Company ID U39 E)

Public Utilities Commission of the State of California

**Subject: Supplemental: Amendment to Lost Hills and Blackwell Power
Purchase Agreements**

Introduction

On September 10, 2012, Pacific Gas and Electric Company (“PG&E”) filed Advice Letter 4107-E (“Advice Letter”) seeking California Public Utilities Commission (“Commission” or “CPUC”) approval of the following power purchase agreements (“PPAs”):

1. Cuyama Solar, LLC, a 40 MW solar PV facility located in Cuyama, California (“Cuyama”);
2. Lost Hills Solar, LLC, a 20 MW solar PV facility located in Lost Hills, California (“Lost Hills”); and
3. Blackwell Solar, LLC, a 12 MW solar PV facility also located in Lost Hills, California (“Blackwell”).

The Commission has not yet acted on the Advice Letter. On August 9, 2013, the Lost Hills and Blackwell PPAs were amended as described below. The Cuyama PPA is unchanged. PG&E requests that the Commission issue a resolution no later than December 2013, approving the Cuyama PPA as originally submitted and the Lost Hills and Blackwell PPAs as amended.

The Amendments and Amendment Benefits

The PPAs were executed as part of PG&E’s 2011 Renewables Portfolio Standard (“RPS”) request for offers (“RFO”) and are described in detail in the Advice Letter. The Lost Hills and Blackwell PPAs have been modified as follows:

1. One Percent Output Retention: Each project will retain one percent of the output for sale to a third party from 1/1/2019 through a date that is 10 years after the project’s guaranteed Commercial Operation Date (“COD”).

2. Curtailment Rights: PG&E's right to curtail output [REDACTED].

The PPAs all specify that deliveries to PG&E will begin on January 1, 2019, but allow the projects to sell the full output to third parties until December 31, 2018, thereby providing an incentive to come online earlier and capture investment tax credit ("ITC") benefits. The amendments allow Lost Hills and Blackwell to retain one percent (1%) of their respective output for sale to third parties during a portion of their contract term with PG&E. This in turn enables the projects to use a ten-year term contract with the third parties, thereby delivering a bankable product in compliance with RPS rules and regulations for bankable products. This significantly increases project viability because it makes it more likely that the early output will be sold and that the projects will be built in time to capture ITC benefits as the initial project output is far more marketable to buyers as a bankable product.

In exchange for the one percent (1%) output retention, Lost Hills and Blackwell each agreed to [REDACTED].

Confidentiality

Explain if confidential treatment of specific material is requested. Describe the information and reason(s) for confidential treatment consistent with the showing required by D.06-06-066, as modified by D.08-04-023.

In support of this Advice Letter Supplement, PG&E has provided the confidential information listed below. This information includes the PPA Amendments and other information that more specifically describes the rights and obligations of the parties. This information is being submitted in the manner directed by D.08-04-023 and the August 22, 2006, Administrative Law Judge's Ruling Clarifying Interim Procedures for Complying with D.06-06-066 to demonstrate the confidentiality of the material and to invoke the protection of confidential utility information provided under either the terms of the IOU Matrix, Appendix 1 of D.06-06-066 and Appendix C of D.08-04-023, or General Order 66-C. A separate Declaration Seeking Confidential Treatment is being filed concurrently with this Advice Letter Supplement.

Confidential Attachments:

Appendix A – Independent Evaluator Report (Confidential)

Appendix B1 – Lost Hills Solar Amendment to Power Purchase Agreement

Appendix B2 – Blackwell Solar Amendment to Power Purchase Agreement

Public Attachment

Appendix A2 – Independent Evaluator Report (Public)

Effective Date:

PG&E requests that this Tier 3 Supplemental Advice Letter, become effective concurrent with Advice Letter 4107-E on **December 19, 2013**.

Notice:

In accordance with General Order 96-B, Section IV, a copy of this Advice Letter excluding the confidential appendices is being sent electronically and via U.S. mail to parties shown on the attached list and the service lists for R.11-05-005, and R.12-03-014. Non-market participants who are members of PG&E's Procurement Review Group and have signed appropriate Non-Disclosure Certificates will also receive the Advice Letter and accompanying confidential attachments by overnight mail. Address changes to the General Order 96-B service list should be directed to PGETariffs@pge.com. For changes to any other service list, please contact the Commission's Process Office at (415) 703-2021 or at Process_Office@cpuc.ca.gov. Advice letter filings can also be accessed electronically at <http://www.pge.com/tariffs>.

Sincerely,

Handwritten signature of Brian Cherry in cursive, with the initials "KHC" written at the end.

Vice President – Regulatory Relations

cc: Service List for R.11-05-005
Service List for R.12-03-014
Paul Douglas – Energy Division
Jason Simon – Energy Division
Adam Schultz – Energy Division
Joseph Abhulimen – DRA
Cynthia Walker – DRA

Attachments

Limited Access to Confidential Material:

The portions of this Advice Letter marked Confidential Protected Material are submitted under the confidentiality protection of Section 583 and 454.5(g) of the Public Utilities Code and General Order 66-C. This material is protected from public disclosure because it consists of, among other items, the Amendment itself, price information, and

analysis of the proposed RPS Amendment, which are protected pursuant to D.06-06-066 and D.08-04-023. A separate Declaration Seeking Confidential Treatment regarding the confidential information is filed concurrently herewith.

Confidential Attachments:

Appendix A – Independent Evaluator Report (Confidential)

Appendix B1 – Lost Hills Solar Amendment to Power Purchase Agreement

Appendix B2 – Blackwell Solar Amendment to Power Purchase Agreement

Public Attachment

Appendix A2 – Independent Evaluator Report (Public)

CALIFORNIA PUBLIC UTILITIES COMMISSION

ADVICE LETTER FILING SUMMARY ENERGY UTILITY

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

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

Utility type:

ELC GAS
 PLC HEAT WATER

Contact Person: Anupama Vege and Kingsley Cheng

Phone #: (415) 973-7600 and (415) 973-5265

E-mail: PGETariffs@pge.com, alvb@pge.com and k2c0@pge.com

EXPLANATION OF UTILITY TYPE

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

(Date Filed/ Received Stamp by CPUC)

Advice Letter (AL) #: **4107-E-A**

Tier: 3

Subject of AL: **Supplemental: Amendment to Lost Hills and Blackwell Power Purchase Agreements**

Keywords (choose from CPUC listing): Agreements, Contracts

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

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

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

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

Is AL requesting confidential treatment? If so, what information is the utility seeking confidential treatment for: Yes. See the attached matrix that identifies all of the confidential information.

Confidential information will be made available to those who have executed a nondisclosure agreement: All members of PG&E's Procurement Review Group who have signed nondisclosure agreements will receive the confidential information.

Name(s) and contact information of the person(s) who will provide the nondisclosure agreement and access to the confidential information: **Charlie Post, (415) 973-9286**

Resolution Required? Yes No

Requested effective date: **December 19, 2013 (Concurrent with Advice 4107-E)** No. of tariff sheets: N/A

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

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

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

Tariff schedules affected: N/A

Service affected and changes proposed: N/A

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

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

California Public Utilities Commission
Energy Division
EDTariffUnit
505 Van Ness Ave., 4th Flr.
San Francisco, CA 94102
E-mail: EDTariffUnit@cpuc.ca.gov

Pacific Gas and Electric Company
Attn: Brian Cherry
Vice President, Regulatory Relations
77 Beale Street, Mail Code B10C
P.O. Box 770000
San Francisco, CA 94177
E-mail: PGETariffs@pge.com

**DECLARATION OF CHARLES POST
SEEKING CONFIDENTIAL TREATMENT
FOR CERTAIN DATA AND INFORMATION
CONTAINED IN ADVICE LETTER 4107-E-A
(PACIFIC GAS AND ELECTRIC COMPANY - U 39 E)**

I, Charles Post, declare:

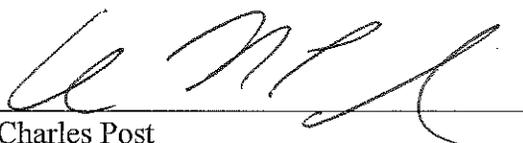
1. I am presently employed by Pacific Gas and Electric Company ("PG&E"), and have been an employee at PG&E since 2000. My current title is Principal within PG&E's Energy Procurement organization. In this position, my responsibilities include negotiating PG&E's Renewables Portfolio Standard Program ("RPS") Power Purchase Agreements. In carrying out these responsibilities, I have acquired knowledge of PG&E's contracts with numerous counterparties and have also gained knowledge of the operations of electricity sellers in general. Through this experience, I have become familiar with the type of information that would affect the negotiating positions of electricity sellers with respect to price and other terms, as well as with the type of information that such sellers consider confidential and proprietary.

2. Based on my knowledge and experience, and in accordance with Decision ("D.") 08-04-023 and the August 22, 2006 "Administrative Law Judge's Ruling Clarifying Interim Procedures for Complying with Decision 06-06-066," I make this declaration seeking confidential treatment of the redacted portion of Advice Letter 4107-E-A, Appendices A, B1, and B2 to PG&E's Advice Letter 4107-E-A submitted on September 5, 2013. By this Advice Letter, PG&E is seeking this Commission's approval of an amendment to two PPAs that PG&E has executed with Lost Hills Solar, LLC and Blackwell Solar, LLC.

3. Attached to this declaration is a matrix identifying the data and information for which PG&E is seeking confidential treatment. The matrix specifies that the material PG&E is seeking to protect constitutes the particular type of data and information listed in Appendix 1 of

D.06-06-066 and Appendix C of D.08-04-023 (the "IOU Matrix"), and/or constitutes information that should be protected under General Order 66-C. The matrix also specifies the category or categories in the IOU Matrix to which the data and information corresponds, if applicable, and why confidential protection is justified. Finally, the matrix specifies that: (1) PG&E is complying with the limitations specified in the IOU Matrix for that type of data or information, if applicable; (2) the information is not already public; and (3) the data cannot be aggregated, redacted, summarized or otherwise protected in a way that allows partial disclosure. By this reference, I am incorporating into this declaration all of the explanatory text in the attached matrix that is pertinent to this filing.

I declare under penalty of perjury, under the laws of the State of California, that to the best of my knowledge the foregoing is true and correct. Executed on September 4, 2013 at San Francisco, California.



Charles Post

PACIFIC GAS AND ELECTRIC COMPANY'S (U 39 E)
Advice Letter 4107-E-A
September 5, 2013

IDENTIFICATION OF CONFIDENTIAL INFORMATION

Redaction Reference	1) The material submitted constitutes a particular type of data listed in the Matrix, appended as Appendix 1 to D.06-06-066 (Y/N)	2) Which category or categories in the Matrix the data correspond to:	3) That it is complying with the limitations on confidentiality specified in the Matrix for that type of data (Y/N)	4) That the information is not already public (Y/N)	5) The data cannot be aggregated, redacted, summarized, masked or otherwise protected in a way that allows partial disclosure (Y/N)	PG&E's Justification for Confidential Treatment	Length of Time
Document: Advice Letter 4107E-A							
Advice Letter 4107-E-A Confidential version	Item VII G) Renewable Resource Contracts under RPS program – Contracts without SEPs.	Y	Y	Y	The confidential version of the advice letter contain terms of the amended PPAs for which PG&E seeks approval in the Advice Letter filing. Disclosure of certain terms of the PPAs would provide valuable market sensitive information to competitors. Release of this information would be damaging to negotiations with other counterparties and should remain confidential. Furthermore, the counterparty to the PPAs has an expectation that the terms of the PPAs will remain confidential.	For information covered under Item VII G), remain confidential for three years after the commercial operation date, or one year after expiration (whichever is sooner).	
Appendix A1	<p>Item VII G) Renewable Resource Contracts under RPS program – Contracts without SEPs.</p> <p>Item VII (un-numbered category following VII G)) Score sheets, analyses, evaluations of proposed RPS projects.</p> <p>Item VIII A) Bid information and B) Specific quantitative analysis involved in scoring and evaluation of participating bids.</p> <p>General Order 66-C.</p>	Y	Y	Y	<p>This Appendix discusses and evaluates the Projects and the terms of the Amended PPAs; contains information, analyses, and evaluations of project viability; and it contains confidential information of the counterparty. Disclosure of this information would provide valuable market sensitive information to competitors and would be damaging to negotiations with other counterparties and should remain confidential.</p> <p>Finally, certain information has been obtained in confidence from the counterparty under an expectation of confidentiality. It is in the public interest to treat such information as confidential because if such information were made public, it would put the counterparty at a business disadvantage, could create a disincentive to do business with PG&E and other regulated utilities, and could have a damaging effect on current and future negotiations with other counterparty.</p>	<p>For information covered under Item VII G) remain confidential for three years after the commercial operation date, or one year after expiration (whichever is sooner).</p> <p>For information covered under Item VII (un-numbered category following VII G), remain confidential for three years.</p> <p>For information covered under Item VIII A), remain confidential until after final contracts submitted to CPUC for approval.</p> <p>For information covered under General Order 66-C, remain confidential.</p>	

PACIFIC GAS AND ELECTRIC COMPANY'S (U 39 E)
Advice Letter 4107-E-A
September 5, 2013

IDENTIFICATION OF CONFIDENTIAL INFORMATION

Redaction Reference	1) The material submitted constitutes a particular type of data listed in the Matrix, appended as Appendix 1 to D:06-06-066 (Y/N)	2) Which category or categories in the Matrix the data correspond to:	3) That it is complying with the limitations on confidentiality specified in the Matrix for that type of data (Y/N)	4) That the information is not already public (Y/N)	5) The data cannot be aggregated, redacted, summarized, masked or otherwise protected in a way that allows partial disclosure (Y/N)	PG&E's Justification for Confidential Treatment	Length of Time
Appendices B1 – B2	Y	Item VII G) Renewable Resource Contracts under RPS program - Contracts without SEPs.	Y	Y	Y	These Appendices contain the terms of the amended PPAs for which PG&E seeks approval in the Advice Letter filing. Disclosure of certain terms of the PPAs would provide valuable market sensitive information to competitors. Release of this information would be damaging to negotiations with other counterparties and should remain confidential. Furthermore, the counterparty to the PPAs has an expectation that the terms of the PPAs will remain confidential.	For information covered under Item VII G), remain confidential for three years after the commercial operation date, or one year after expiration (whichever is sooner).

Public Appendix A2
Independent Evaluator Report

STATEMENT OF INDEPENDENT EVALUATOR ON
AMENDMENTS TO TWO CONTRACTS BETWEEN
PACIFIC GAS & ELECTRIC COMPANY AND
BLACKWELL SOLAR, LLC AND LOST HILLS
SOLAR, LLC

AUGUST 30, 2013

Arroyo Seco Consulting, an independent evaluator (IE), has updated its assessments of two power purchase agreements previously executed in 2012 between Pacific Gas & Electric Company (PG&E) and project subsidiaries of First Solar, Inc.: Blackwell Solar, LLC, and Lost Hills Solar, LLC. Arroyo previously submitted a report on the merits of the contracts along with PG&E's advice filing in September 2012. Subsequently, PG&E and the project companies executed amendments to the two contracts on August 9, 2013 that altered specific non-price terms and conditions. This statement provides an update about the agreements as amended, reporting on the fairness of negotiations leading to the amendments and their merit for approval by the California Public Utilities Commission (CPUC).

In the prior IE report submitted in 2012, Arroyo expressed an opinion that the original agreements with the two project companies merited approval. In that report, Arroyo ranked the original contracts as low in pricing and high in net valuation in comparison to then-relevant comparable market transactions and proposals. Arroyo ranked the original contracts as moderate in project viability and moderate in portfolio fit.

Arroyo's current view is that the two amended contracts now rank as moderate in net value and moderate in pricing, not because of changes made by the amendments but because of changes in the competitive market environment. Their project viability now ranks as high against competing alternatives, given the progress made since the prior IE report; the projects continue to rank as moderate for portfolio fit. Arroyo believes that, overall, the changes to non-price terms of the original agreements improve the benefits of the contracts to PG&E's ratepayers. Based on these comparisons, Arroyo's opinion is that the two agreements as amended still merit approval by the CPUC.

A. FAIRNESS OF NEGOTIATIONS

Discussions between the PG&E and First Solar teams that focused on amending the Blackwell Solar and Lost Hills Solar agreements appear to have begun in March 2013. First Solar sought to amend the contracts to allow the project companies to sell 1% of project output to a third party for a portion of the delivery term. The record of e-mail correspondence in the period of March through August 2013 and copies of draft amendments appear to provide a fair view of the commercial give-and-take leading to this contract amendment. Arroyo observed one telephonic discussion between the parties but was unable to observe other negotiation sessions that took place.

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The original agreements provide for the two facilities to sell all of their output to PG&E starting no sooner than the beginning of 2019. First Solar approached PG&E with a draft proposal to make changes to the agreement, including:

- 1% reduction for about ten years. The obligation to deliver all of the projects' produced energy would be reduced to 99% of produced energy for a period from initial energy deliveries to a "product increase date", set to January 1 of the year after the tenth anniversary of the project's in-service date. The amendments provide the project companies the right to sell up to 1% of energy and renewable attributes to a third party during the period; contract capacity would remain unchanged.¹ The original agreements provided the project companies with an option to make third-party sales, but these were limited to take place prior to the guaranteed commercial operation date for deliveries to PG&E; the amendment allows a small quantity of such third-party sales to continue for a limited period during the delivery term.
- Pass-through of CAISO revenue. PG&E retains the obligation to serve as scheduling coordinator for both projects during the delivery term. The proposed amendments require PG&E to pass through any CAISO revenues and charges for the 1% of project output that may be sold to a third party.

Over the course of the next several months, PG&E and First Solar negotiated detailed terms. Most significantly, First Solar agreed to PG&E's request to [REDACTED]

[REDACTED] The parties agreed to amend [REDACTED] Other issues negotiated after First Solar's initial proposal included:

¹ A press release by First Solar on August 20, 2013 reveals that the two projects executed 10-year agreements with the City of Roseville for deliveries starting by 2015 ("First Solar and Roseville Sign Contract for Lost Hills PPA", Business Wire, August 20, 2013). The Roseville City Council agenda packet for July 17, 2013 displays the contracts; the sale from Lost Hills Solar expects deliveries of 51 GWh/year from start of operations (no later than February 2015) through the end of 2018, and 0.5 GWh/year thereafter (31 GWh/year and 0.3 GWh/year for Blackwell Solar; guaranteed on-line date of June 2015) to meet RPS compliance needs in compliance periods 2 and 3. Note that the tapered delivery schedule to Roseville accommodates the start of deliveries to PG&E of 99% of project output in January 2019.

The municipal utility's PPAs with the projects are priced at \$75/MWh; [REDACTED]

[REDACTED]

[REDACTED]

In Arroyo's opinion, the negotiations to amend the contract between PG&E and First Solar to amend the two agreements were handled fairly. First Solar requested the opportunity to reduce project deliveries by 1% for a limited period of time, and PG&E sought a quid pro quo of [REDACTED]

[REDACTED] Ratepayers are not unfairly disadvantaged by giving up the modest volume of deliveries that the 1% represents; the price did not increase, and PG&E likely has the time and ability to adjust its portfolio for the missing 1% before the anticipated 2019 start of commercial operations for the projects. PG&E did not unfairly disadvantage the two projects by seeking a concession on [REDACTED]

The concession of reducing project deliveries by 1% has not been requested by PG&E's other counterparties. In prior RPS contracts PG&E has granted other parties the [REDACTED] [REDACTED] Arroyo does not consider PG&E's action to provide this concession to be unfair to First Solar's competitors. Arroyo cannot identify any significant detriment to ratepayers or to competitors likely to be caused by the changes in contract terms.

In contrast, PG&E's non-public protocol for its Portfolio-Adjusted Valuation methodology places an estimate on the value of [REDACTED] [REDACTED] If this estimate is accurate, then PG&E has obtained a valuable concession from First Solar that increases the value to ratepayers of the two contracts without amending contract price. Both parties appear likely to benefit from the amendments.

B. UPDATE ON VALUATION

In its prior IE report in 2012, Arroyo expressed an opinion that the two original contracts ranked as high in net valuation and low in price when compared to then-recent comparable transactions, including proposals to PG&E's 2011 RPS solicitation.

The contracts' pricing was not changed by the amendment. More recent comparable proposals are available in the form of Offers to PG&E's 2012 RPS solicitation. Using its independent valuation methodology, Arroyo ranks both the Blackwell Solar and Lost Hills Solar contracts in the second-highest valued quartile among those more recent Offers.²

Similarly, these two contracts previously ranked in the lowest-priced decile when compared to Offers to PG&E in the 2011 renewable solicitation. When compared to Offers in the 2012 solicitation, they rank in the second-lowest priced quartile.

Arroyo's conclusion is that, with the drift downwards in the market pricing for RPS-eligible energy from California projects between the two solicitations' due dates, June 2011 and January 2013, the ranking of market value for the two agreements against comparable alternatives has shifted from high to moderate. The ranking of contract price has shifted from low to moderate.

C. UPDATE ON VIABILITY

In the prior IE report, Arroyo ranked the two projects as moderate in project viability.

First Solar has continued to develop and construct solar photovoltaic projects successfully. It continues to adhere to its apparent strategy of selling projects to other owners upon or prior to commercial operation. However, since the original IE report was filed, First Solar has added the experience of owning and operating three 20-MW solar photovoltaic facilities that entered operation at the end of 2012 or the spring of 2013, two in Ontario and one in Maryland.

The Blackwell Solar and Lost Hills Solar projects received

[REDACTED]

[REDACTED]

² While PG&E has evaluated the Portfolio-Adjusted Value of the amended contracts using its least-cost, best-fit methodology, it has not updated valuations for comparable proposals such as the Offers from the 2012 RPS RFO, so Arroyo has not used LCBF-based analyses to assess rankings.

[REDACTED]

The progress made since the prior IE report has raised Arroyo's scoring of the projects' viability [REDACTED] using the Energy Division's project viability calculator. This places them in the highest-ranked quartile when compared to Offers to PG&E's 2012 RPS solicitation.

D. PORTFOLIO FIT

In the prior IE report, Arroyo ranked the Blackwell Solar and Lost Hills Solar contracts as moderate in portfolio fit, based on the metrics that were used by PG&E in its 2011 RPS solicitation. Since then PG&E has revised its metrics for portfolio fit; in its 2012 RPS RFO portfolio fit is measured quantitatively through adjustments to Net Market Value.

PG&E currently does not expect a net RPS compliance need until after 2020, though the outlook depends on the utility's modeling assumptions. On that basis Arroyo's opinion is that the portfolio fit of the amended contracts is moderate; the deliveries starting in 2019 might contribute to excess procurement in the third compliance period.³ The projects will deliver intermittent rather than firm energy.

E. MERIT FOR CPUC APPROVAL

Arroyo's opinion is that the market valuations of the two amended agreements now rank as moderate and their prices rank as moderate; but this is a consequence of changing market conditions and not caused by the features of the contract amendments. In Arroyo's opinion, the modest decline in value ranking against market comparables is not a concern; the contracts remain above median in value and below median in price. Furthermore, the project viability scores now rank as high compared to competing alternatives. The amendments facilitate earlier construction and operation of the facilities than the original contracts would, which enhances their viability. Their portfolio fit is moderate. Arroyo believes that negotiations to arrive at the amendment were handled fairly.

On that basis, in Arroyo's opinion the amended contracts merit approval by the CPUC. PG&E has obtained a useful and potentially valuable concession from the sellers, [REDACTED] and in return has provided a concession that may enable First Solar to improve the viability and economics of the projects without harming ratepayers.

³ However, if the projects contribute to excess procurement in 2019 and 2020, the renewable energy credits associated with those deliveries should be bankable for PG&E use in meeting compliance needs in later years when the utility currently anticipates a net short position.

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Confidentiality Protected Under Decision 06-06-066
Appendix 1, Item VIII “Competitive Solicitation
(Bidding) Information – Electric”

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

1st Light Energy	Division of Ratepayer Advocates	Occidental Energy Marketing, Inc.
AT&T	Douglass & Liddell	OnGrid Solar
Alcantar & Kahl LLP	Downey & Brand	Pacific Gas and Electric Company
Anderson & Poole	Ellison Schneider & Harris LLP	Praxair
BART	G. A. Krause & Assoc.	Regulatory & Cogeneration Service, Inc.
Barkovich & Yap, Inc.	GenOn Energy Inc.	SCD Energy Solutions
Bartle Wells Associates	GenOn Energy, Inc.	SCE
Bear Valley Electric Service	Goodin, MacBride, Squeri, Schlotz & Ritchie	SDG&E and SoCalGas
Braun Blaising McLaughlin, P.C.	Green Power Institute	SPURR
CENERGY POWER	Hanna & Morton	San Francisco Public Utilities Commission
California Cotton Ginners & Growers Assn	In House Energy	Seattle City Light
California Energy Commission	International Power Technology	Sempra Utilities
California Public Utilities Commission	Intestate Gas Services, Inc.	SoCalGas
California State Association of Counties	Kelly Group	Southern California Edison Company
Calpine	Linde	Spark Energy
Casner, Steve	Los Angeles Dept of Water & Power	Sun Light & Power
Center for Biological Diversity	MAC Lighting Consulting	Sunshine Design
City of Palo Alto	MRW & Associates	Tecogen, Inc.
City of San Jose	Manatt Phelps Phillips	Tiger Natural Gas, Inc.
Clean Power	Marin Energy Authority	TransCanada
Coast Economic Consulting	McKenna Long & Aldridge LLP	Utility Cost Management
Commercial Energy	McKenzie & Associates	Utility Power Solutions
County of Tehama - Department of Public Works	Modesto Irrigation District	Utility Specialists
Crossborder Energy	Morgan Stanley	Verizon
Davis Wright Tremaine LLP	NLine Energy, Inc.	Water and Energy Consulting
Day Carter Murphy	NRG Solar	Wellhead Electric Company
Defense Energy Support Center	Nexant, Inc.	Western Manufactured Housing Communities Association (WMA)
Dept of General Services	North America Power Partners	