

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE



August 19, 2019

Advice Letter 5533-E

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

SUBJECT: Approval of Amendment to Bioenergy Procurement Rider Between Pacific Gas and Electric Company and Burney Forest Products in Compliance with Resolution E-4977

Dear Mr. Jacobson:

Advice Letter 5533-E is effective as of May 26, 2019.

Sincerely,

A handwritten signature in cursive script that reads 'Edward Randolph'.

Edward Randolph
Deputy Executive Director for Energy and Climate Policy/
Director, Energy Division

April 26, 2019

Advice 5533-E

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

Subject: Approval of Amendment to Bioenergy Procurement Rider Between Pacific Gas and Electric Company and Burney Forest Products in Compliance with Resolution E-4977

Purpose

Pacific Gas and Electric Company (PG&E) respectfully submits this advice letter seeking California Public Utilities Commission (CPUC or Commission) approval of a Letter Agreement (the Amendment) to amend an existing Bioenergy Renewable Auction Mechanism (BioRAM) contract between PG&E and Burney Forest Products (Burney). PG&E executed the Amendment and is submitting it in compliance with Ordering Paragraph (OP) 2 of Resolution E-4977 (the Resolution)¹. The Resolution requires the Investor-Owned Utilities (IOUs), including PG&E, to amend BioRAM² contracts, as further described below.

Background

On October 30, 2015, Governor Brown issued an Emergency Proclamation addressing public safety from dead and dying trees and severe drought conditions. On March 17, 2016, the Commission issued Resolution E-4770 in response to the Proclamation requiring each IOU to enter into contracts to purchase their share of generating capacity from biomass generation facilities that use prescribed levels of high hazard zone (HHZ) material as feedstock. The IOUs were required to provide five- year contracts, with the right to extend the five- year contract term for one year at a time, up to a cumulative total of ten years. These contracts are known as “BioRAM 1” contracts.

¹ On March 15, 2019, PG&E requested an extension of 120 days to July 30, 2019 to demonstrate compliance with OP 2, Subsections (a), (b), (c), (f), (g) and (h). The extension request was granted in a letter from Executive Director Alice Stebbins, dated March 22, 2019, but asked that PG&E submit the executed contracts as they become ready.

² BioRAM contracts are those entered into pursuant to Resolutions E-4770 and E-4805.

In 2016, Senate Bill (SB) 859 was enacted and included a new requirement for IOUs to procure additional shares from existing biomass facilities using prescribed amounts of dead and dying trees located in HHZ as feedstock. The bill also specified that procurement pursuant to Resolution E-4770 more than the procurement requirement shall count towards the SB 859 requirement. The Commission issued Resolution E-4805 to implement SB 859. New procurement contracts executed pursuant to Resolution E-4805 were known as “BioRAM 2” contracts.

The California Legislature passed SB 901 on August 31, 2018 and Governor Brown signed it into law on September 21, 2018. The Commission issued Resolution E-4977 implementing key provisions of SB 901 including revisions to the HHZ fuel definitions, requiring BioRAM contracts to include a monthly compliance option with updated reporting and payment, and revisions to default terms. Furthermore, Resolution E-4977 implements the part of SB 901 codified in California Public Utilities Code Section 8388, which requires load-serving entities with certain qualifying biomass contracts in their portfolios to offer contract negotiations and make all reasonable efforts to execute new or amended contracts that extend those biomass contracts by five years if those facilities agree to the feedstock requirement of BioRAM 2.

Discussion

On April 2, 2018, PG&E submitted Advice Letter 5516-E in compliance with Resolution E-4977 providing: a list of all PG&E’s biomass contracts; a showing that PG&E had contacted all its contracted BioRAM facilities and other eligible biomass facilities pursuant to Section 8388; an attestation regarding the lack of interest expressed by one qualifying counterparty for a contract extension pursuant to Section 8388 (including Independent Evaluator Report); and proposed terms related to PG&E’s status in bankruptcy.

Prior to submitting Advice Letter 5516-E, PG&E requested and received an extension of time from the Commission’s Executive Director pursuant to Commission Rule 16.6 for demonstrating compliance with certain requirements set forth in Ordering Paragraph 2 of Resolution E-4977. The Commission set a new deadline of July 30, 2019, for PG&E to demonstrate compliance with subsections (a), (b), (c) and (f), (g), and (h) of Ordering Paragraph 2, although it instructed PG&E to submit contractual amendments earlier if issues could be resolved prior to that date.³

In compliance with the Commission’s direction in its grant of an extension, PG&E is submitting this Advice Letter now because it has reached resolution with one of its BioRAM counterparties on the contractual modifications necessary to implement the requirements of Resolution E-4977 that do not relate to extending the contract’s term. The Amendment executed between PG&E and Burney implements subsections (a)-(c), (f) and (i) of Ordering Paragraph 2 of Resolution E-4977, which include the following:

³ Letter from Alice Stebbins, Executive Director, to Erik Jacobson, dated March 22, 2019 (served on the service list for R.18-07-003).

- a) the expanded High Hazard Zone (HHZ) definition described in part 1 of Resolution E-4977;
- b) the monthly opt-out and reporting option with revised payment and other terms described in part 2 of Resolution E-4977;
- c) if applicable, the removal of missing mandated fuel or feedstock usage levels as an event of default as described in part 2 of Resolution E-4977;
- f) the air quality reporting requirements described in the Other Issues section of Resolution E-4977; and
- i) proposed modifications to sections related to representations and warranties and events of default for eligible biomass contracts being amended or executed pursuant to this Resolution to account for PG&E's status in bankruptcy and the related jurisdiction of a federal bankruptcy court.

A copy of the executed Amendment is included as confidential Attachment A to this Advice Letter. The remaining documents that constitute the full power purchase agreement between Burney and PG&E, including the original contract and all subsequent amendments, are included as confidential Attachment B to this Advice Letter for purposes of clarity.⁴ The public version of the RAM standard contract and BioRAM Rider was submitted as Appendix B in Advice Letter 4958-E.⁵ The following table includes a summary of the modifications made by the Amendment and how each is related to the requirements set forth in Resolution E-4977:

Resolution E-4977 Reference	Reference in Amendment		Description
OP 2(a)	Definitions	"High Hazard Zones"	Expanded HHZ definition to include requirements pursuant to subdivisions (a), (f), (j), and (k) of Section 4584 of the Public Resources Code.
	Section 3.10	3.10(b)(i) Quarterly Submission	
	Section 3.10	3.10 (b)(ii) Monthly Submission	
	Section 3.10	3.10(c) Buyer's Audit Right	
	Appendix A	Form of [Monthly][Quarterly] Fuel Attestation	
OP 2(b)	Definitions	"Monthly Opt Out", "Monthly Fuel Attestation", "Monthly Fuel Attestation Deadline", "Amended Price"	Monthly opt-out and reporting option with revised payment and other terms
	Section 3.10	3.10(a)(iii) Monthly Option to Relieve Feedstock Obligations	
	Section 3.10	3.10(b)(i) Quarterly Submission	
	Section 3.10	3.10(b)(ii) Monthly Submission	
	Section 3.10	3.10(b)(iii)(C) Failure to Submit	
	Section 6.1	6.1 Billing and Payment; Remedies	

⁴ The full agreement between PG&E and Burney includes: a power purchase agreement based on the Renewable Auction Mechanism ("RAM") form; a BioRAM Rider to the RAM form; various letter agreements and minor amendments executed in the course of administering the contract; and the Amendment.

⁵ https://www.pge.com/tariffs/tm2/pdf/ELEC_4958-E.pdf

	Appendix A	Form of [Monthly][Quarterly] Fuel Attestation	
	Appendix B	High Hazard Fuel Use Calculation	
OP 2(c)	N/A	N/A	Removal of missing mandated fuel or feedstock usage levels as an event of default
OP 2 (f)	Section 3.11	3.11 Air Pollution Control Reporting	Air quality reporting requirements
	Appendix C	Appendix C Air Quality Attestation	
OP 2 (i)	Definitions	"Chapter 11 Cases"	Modifications to sections related to representations and warranties and events of default to account for PG&E's status in bankruptcy and the related jurisdiction of federal bankruptcy court.
	Section 5.1	5.1(a)(iv)	
	Section 5.1	5.1(a)(v)	
	Section 10.2	10.2(a)	
	Section 10.2	10.2(d)	
	Section 10.3	10.3(a)	

Procurement Review Group Participation

PG&E's Procurement Review Group (PRG) includes representatives from: California Public Utilities Commission's Energy Division and the Public Advocates Office, Coalition of California Utility Employees (CUE), Coast Economic Consulting, The Utility Reform Network (TURN), Union of Concerned Scientists, and Woodruff Expert Services (representing TURN). The Amendment was presented to the PRG via email on March 22, 2019.

Independent Evaluator

An independent evaluator (IE), Arroyo Seco Consulting (Arroyo), conducted a range of activities to review and check PG&E's processes as PG&E conducted outreach to owners of biomass-fueled power plants that are eligible under Resolution E-4977 for contract amendments or new contracts. The IE reviewed and assessed the process by which PG&E negotiated the Amendment to an existing contract with Burney for energy eligible to meet Renewables Portfolio Standard (RPS) goals using biofuel sourced primarily from designated HHZs. The attached IE report concludes that the resulting contract amendment with Burney likely merits CPUC approval. The detailed findings of the IE regarding the Amendment are contained in Confidential Attachment D. Please see Attachment C for the public version of the IE report.

Protests

Anyone wishing to protest this submittal may do so by letter sent via U.S. mail, facsimile or E-mail, no later than May 16, 2019, which is 20 days after the date of this submittal. Protests must be submitted to:

CPUC Energy Division
ED Tariff Unit
505 Van Ness Avenue, 4th Floor
San Francisco, California 94102

Facsimile: (415) 703-2200
E-mail: EDTariffUnit@cpuc.ca.gov

Copies of protests also should be mailed to the attention of the Director, Energy Division, Room 4004, at the address shown above.

The protest shall also be sent to PG&E either via E-mail or U.S. mail (and by facsimile, if possible) at the address shown below on the same date it is mailed or delivered to the Commission:

Erik Jacobson
Director, Regulatory Relations
c/o Megan Lawson
Pacific Gas and Electric Company
77 Beale Street, Mail Code B13U
P.O. Box 770000
San Francisco, California 94177

Facsimile: (415) 973-3582
E-mail: PGETariffs@pge.com

Any person (including individuals, groups, or organizations) may protest or respond to an advice letter (General Order 96-B, Section 7.4). The protest shall contain the following information: specification of the advice letter protested; grounds for the protest; supporting factual information or legal argument; name, telephone number, postal address, and (where appropriate) e-mail address of the protestant; and statement that the protest was sent to the utility no later than the day on which the protest was submitted to the reviewing Industry Division (General Order 96-B, Section 3.11).

Effective Date

PG&E requests that this Tier 2 advice submittal become effective on May 26, 2019 which is 30 calendar days after the date of submittal.

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. This material is protected from public disclosure because it consists of, among other items, the executed BioRAM Letter Agreement between PG&E and Burney, 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 submitted concurrently herewith.

Notice

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically and via U.S. mail to parties shown on the attached list and the parties on the service list for R.18-07-003. Address changes to the General Order 96-B service list should be directed to PG&E at email address 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. Send all electronic approvals to PGETariffs@pge.com. Advice letter submittals can also be accessed electronically at: <http://www.pge.com/tariffs/>.

/S/

Erik Jacobson
Director, Regulatory Relations

Attachment A: Executed BioRAM Letter Agreement between PG&E and Burney
(Confidential)

Attachment B: Remainder of Executed Agreement between PG&E and Burney
(including Original PPA, BioRAM Rider, First Amendment, Second
Amendment) (Confidential)

Attachment C: Independent Evaluator Report (Public)

Attachment D: Independent Evaluator Report (Confidential)

cc: Cheryl Lee, Energy Division
Service List for R.18-07-003



ADVICE LETTER SUMMARY

ENERGY UTILITY



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

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

Utility type:

- ELC GAS WATER
 PLC HEAT

Contact Person: Annie Ho

Phone #: (415) 973-8794

E-mail: PGETariffs@pge.com

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

EXPLANATION OF UTILITY TYPE

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

(Date Submitted / Received Stamp by CPUC)

Advice Letter (AL) #: 5533-E

Tier Designation: 2

Subject of AL: Approval of Amendment to Bioenergy Procurement Rider Between Pacific Gas and Electric Company and Burney Forest Products in Compliance with Resolution E-4977

Keywords (choose from CPUC listing): Compliance, Agreement

AL Type: Monthly Quarterly Annual One-Time Other:

If AL submitted in compliance with a Commission order, indicate relevant Decision/Resolution #: Resol E-4977

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

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

Confidential treatment requested? Yes No

If yes, specification of confidential information: See Confidential Matrix

Confidential information will be made available to appropriate parties who execute a nondisclosure agreement. Name and contact information to request nondisclosure agreement/ access to confidential information: Marino Monardi (415) 973-8573; Alan Wecker.(415) 973-7292

Resolution required? Yes No

Requested effective date: 5/26/19

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 proposed¹: N/A

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

¹Discuss in AL if more space is needed.

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

CPUC, Energy Division
Attention: Tariff Unit
505 Van Ness Avenue
San Francisco, CA 94102
Email: EDTariffUnit@cpuc.ca.gov

Name: Erik Jacobson, c/o Megan Lawson
Title: Director, Regulatory Relations
Utility Name: Pacific Gas and Electric Company
Address: 77 Beale Street, Mail Code B13U
City: San Francisco, CA 94177
State: California Zip: 94177
Telephone (xxx) xxx-xxxx: (415)973-2093
Facsimile (xxx) xxx-xxxx: (415)973-3582
Email: PGETariffs@pge.com

Name:
Title:
Utility Name:
Address:
City:
State: District of Columbia Zip:
Telephone (xxx) xxx-xxxx:
Facsimile (xxx) xxx-xxxx:
Email:

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

PACIFIC GAS AND ELECTRIC COMPANY

**DECLARATION OF ALAN WECKER
SEEKING CONFIDENTIAL TREATMENT
FOR CERTAIN DATA AND INFORMATION CONTAINED
IN ADVICE LETTER 5533-E**

I, Alan Wecker, declare:

1. I am a Principal Analyst in the Structured Energy Transactions department within the Energy Policy and Procurement organization at Pacific Gas and Electric Company (PG&E). In this position, my responsibilities include negotiating transactional agreements on behalf of PG&E. This declaration is based on my personal knowledge of PG&E's practices and my understanding of the Commission's decisions protecting the confidentiality of market-sensitive procurement information.

2. Based on my knowledge and experience, and in accordance with the Decisions 06-06-066, 08-04-023, and relevant Commission rules, I make this declaration seeking confidential treatment for certain procurement data and information contained in the attachments to Advice Letter 5533-E.

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 confidential market sensitive procurement data and information covered by D.06-06-066. The matrix also specifies why confidential protection is justified. Further, the data and information: (1) is not already public; and (2) 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 that is pertinent to my testimony in the attached matrix.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed on April 23, 2019 at San Francisco, California.

A handwritten signature in black ink, appearing to read 'Alan Wecker', positioned above a horizontal line.

Alan Wecker

PACIFIC GAS AND ELECTRIC COMPANY (U 39 E)

ADVICE LETTER 5533-E

April 26, 2019

IDENTIFICATION OF CONFIDENTIAL INFORMATION

Redaction Reference	Category from D.06-06-066, Appendix 1, or Separate Confidentiality Statute or Order That Data Corresponds To	Justification for Confidential Treatment	Length of Time Data To Be Kept Confidential
Document: Advice Letter 5533-E (and Attachments)			
Attachment A (Executed BioRAM Letter Agreement between PG&E and Burney) - in its entirety	VII.G – Terms and conditions of RPS contracts not eligible for Supplemental Energy Payments	Confidential terms and conditions of RPS contract that is not eligible for Supplemental Energy Payments.	Three years from contract date for deliveries to start or one year after expiration
Attachment B (Original PPA, BioRAM Rider, First Amendment, Second Amendment) - in its entirety	VII.G – Terms and conditions of RPS contracts not eligible for Supplemental Energy Payments	Confidential terms and conditions of RPS contract that is not eligible for Supplemental Energy Payments.	Three years from contract date for deliveries to start or one year after expiration
Attachment D (Independent Evaluator Report) – gray shaded areas	VII.G – Terms and conditions of RPS contracts not eligible for Supplemental Energy Payments VII – Score sheets, analysis and evaluation for RPS Projects VIII.B – Quantitative analysis for scoring and evaluating bids	Confidential terms and conditions of RPS contract that is not eligible for Supplemental Energy Payments. Confidential score sheets, analyses and evaluation for RPS contract. Confidential quantitative analysis for scoring and evaluating bids in solicitation	Three years from contract date for deliveries to start or one year after expiration. Three years Three years after winning bidders selected

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

**DECLARATION SUPPORTING CONFIDENTIAL DESIGNATION
ON BEHALF OF
PACIFIC GAS AND ELECTRIC COMPANY (U 39 E)**

1. I, Marino Monardi, am the Director, Structured Energy Transactions in the Energy Policy and Procurement organization of Pacific Gas and Electric Company (“PG&E”), a California corporation. Fong Wan, the Senior Vice President of the Energy Policy and Procurement organization of PG&E, delegated authority to me to sign this declaration. My business office is located at:

Pacific Gas and Electric Company
77 Beale Street, Mail Code 25A
San Francisco, CA 94105

2. PG&E will produce the information identified in paragraph 3 of this Declaration to the California Public Utilities Commission (“CPUC”) or departments within or contractors retained by the CPUC in response to a CPUC audit, data request, proceeding, or other CPUC request.
3. Title and description of document(s): Attachment A and B to Advice Letter 5533-E in compliance with Commission Resolution E-4977 containing confidential personal information including names and contact information.
4. These documents contain confidential information that, based on my information and belief, has not been publicly disclosed. These documents have been marked as confidential, and the basis for confidential treatment and where the confidential information is located on the documents are identified on the following chart, with further detail provided in Appendix A, which is incorporated into this declaration:

Check

Basis for Confidential Treatment

Where Confidential Information is located on the documents

Customer-specific data, which may include demand, loads, names, addresses, and billing data
(Protected under PUC § 8380; Civ. Code §§ 1798 *et seq.*; Govt. Code § 6254; Public Util. Code § 8380; Decisions (D.) 14-05-016, 04-08-055, 06-12-029)

Personal information that identifies or describes an individual (including employees), which may include home address or phone number; SSN, driver's license, or passport numbers; education; financial matters; medical or employment history (not including PG&E job titles); and statements attributed to the individual
(Protected under Civ. Code §§ 1798 *et seq.*; Govt. Code § 6254; 42 U.S.C. § 1320d-6; and General Order (G.O.) 77-M)

Attachment A and B

Physical facility, cyber-security sensitive, or critical energy infrastructure data, including without limitation critical energy infrastructure information (CEII) as defined by the regulations of the Federal Energy Regulatory Commission at 18 C.F.R. § 388.113
(Protected under Govt. Code § 6254(k), (ab); 6 U.S.C. § 131; 6 CFR § 29.2)

Proprietary and trade secret information or other intellectual property and protected market sensitive/competitive data
(Protected under Civ. Code §§3426 *et seq.*; Govt. Code §§ 6254, *et seq.*, e.g., 6254(e), 6254(k), 6254.15; Govt. Code § 6276.44; Evid. Code §1060; D.11-01-036)

Corporate financial records
(Protected under Govt. Code §§ 6254(k), 6254.15)

Third-Party information subject to non-disclosure or confidentiality agreements or obligations

(Protected under Govt. Code § 6254(k); see, e.g., CPUC D.11-01-036)

Other categories where disclosure would be against the public interest (Govt. Code § 6255(a))

5. The importance of maintaining the confidentiality of this information outweighs any public interest in disclosure of this information. This information should be exempt from the public disclosure requirements under the Public Records Act and should be withheld from disclosure.
6. I declare under penalty of perjury that the foregoing is true, correct, and complete to the best of my knowledge.
7. Executed on this 26th day of April, 2019 at San Francisco, California.



Marino Monardi
Director
Pacific Gas and Electric Company

PACIFIC GAS AND ELECTRIC COMPANY (U 39 E)

ADVICE LETTER 5533-E
ATTACHMENT TO DECLARATION
APRIL 26, 2019

ATTACHMENT NAME	DOCUMENT NAME	CATEGORY OF CONFIDENTIALITY	LOCATION
Attachment A	Executed BioRAM Letter Agreement between PG&E and Burney	Personal information that identifies or describes an individual (including employees)	Section H "Notices List" in Attachment A
Attachment B	Remainder of Executed Agreement between PG&E and Burney (including Original PPA, BioRAM Rider, First Amendment, Second Amendment)	Personal information that identifies or describes an individual (including employees)	Section H "Notices List" in Attachment B

PACIFIC GAS AND ELECTRIC COMPANY

ATTACHMENT A

**Executed BioRAM Letter Agreement
between PG&E and Burney**

(CONFIDENTIAL)

PACIFIC GAS AND ELECTRIC COMPANY

ATTACHMENT B

**Remainder of Executed Agreement
between PG&E and Burney
(including Original PPA, BioRAM Rider,
First Amendment, Second Amendment)**

(CONFIDENTIAL)

PACIFIC GAS AND ELECTRIC COMPANY

ATTACHMENT C

Independent Evaluator Report

ARROYO SECO CONSULTING

PACIFIC GAS AND
ELECTRIC COMPANY
CONTRACT
AMENDMENTS
PURSUANT TO SENATE
BILL 901

REPORT OF THE INDEPENDENT
EVALUATOR ON A RENEWABLE ENERGY
CONTRACT AMENDMENT WITH BURNEY
FOREST PRODUCTS

APRIL 8, 2019

TABLE OF CONTENTS

EXECUTIVE SUMMARY.....	3
1. ROLE OF THE INDEPENDENT EVALUATOR.....	4
2. ADEQUACY OF OUTREACH TO ELIGIBLE SELLERS.....	6
3. FAIRNESS OF PROJECT-SPECIFIC NEGOTIATIONS	8
4. MERIT FOR CPUC APPROVAL.....	14

EXECUTIVE SUMMARY

This report provides an independent review of the process by which the Pacific Gas and Electric Company (PG&E) negotiated an amendment to an existing contract with Burney Forest Products (BFP) for energy eligible to meet Renewables Portfolio Standard (RPS) goals using biofuel sourced primarily from designated High Hazard Zones (HHZs). The amendment was negotiated bilaterally and was pursued by PG&E to comply with the California Public Utility Commission's (CPUC's) Resolution E-4977, which implements legislative directives of Senate Bill 901 (SB901) that addressed several wildfire-related issues.

An independent evaluator (IE), Arroyo Seco Consulting (Arroyo), conducted a range of activities to review and check PG&E's processes as the utility conducted outreach to owners of biomass-fueled power plants that are eligible under Resolution E-4977 for contract amendments or new contracts. Activities included monitoring outreach efforts, assessing the fairness of PG&E's decision-making process, and observing negotiations for contract amendments.

Findings of this independent review are that

- PG&E offered negotiations to all eligible sellers under the specific direction of Resolution E-4977, which ordered PG&E to offer contract amendments or new contracts that expand the definition of High Hazard Zone, add a monthly opt-out and reporting option for the seller, possibly revise the definition of an event of default, revise the seller's air quality reporting requirements, edit provisions to account for PG&E's Chapter 11 filing, and extend delivery term by five years.
- PG&E made all reasonable efforts to seek interest from Wadham Energy L.P. in negotiating a new contract or contract amendment, although that party declined to engage in such discussions.
- Contract-specific negotiations for an amendment to PG&E's contract with Burney Forest Products were fair to ratepayers and competitors, in Arroyo's opinion. This report does not address PG&E's discussions with other eligible sellers than BFP and Wadham Energy.
- Arroyo's opinion is that the resulting contract amendment with BFP merits approval.

The report details the basis for these findings, following the 2014 version of the RPS Solicitation Shortlist Report Template provided by the Energy Division (ED) of the CPUC. The public version of this report has had confidential information redacted.

1. ROLE OF THE INDEPENDENT EVALUATOR

The Governor issued an Emergency Proclamation on October 1, 2015 to respond to widespread drought and tree mortality in forests across California which have heightened risks of wildfire and hazards to public safety from falling trees. It included directives to the CPUC to ensure that existing contracts with forest bioenergy facilities could be extended and new contracts could be executed. It directed the Department of Forestry and Fire Protection (“CalFire”) and other state agencies to identify High Hazard Zones. The CPUC issued Resolution E-4770 on March 17, 2016, which directed the investor-owned utilities (“IOUs”) to conduct solicitations from generation facilities using biofuel from HHZs, using the Renewable Auction Mechanism (“RAM”) mechanism and standard contract.

The CPUC directed each IOU to develop a bioenergy-specific rider to the standard RAM contract with contract requirements designed to achieve the goals of the Emergency Proclamation and Resolution E-4770. PG&E held a Bioenergy Renewable Auction Mechanism (“BioRAM”) solicitation in 2016, which led it to award a five-year contract to Burney Forest Products.

The CPUC subsequently issued Resolution E-4805 to implement Senate Bill 859, which among other things directed IOUs to procure more biomass-fueled deliveries from HHZ fuels, with somewhat altered feedstock requirements (“BioRAM 2”). PG&E complied with that directive by asking the losing participants in its BioRAM solicitation, plus two additional non-participants that qualified for the BioRAM program, to refresh their offers or submit fresh new offers. Based on those competitive proposals, PG&E awarded a contract to Wheelabrator Shasta Energy Company, Inc. (“Wheelabrator Shasta”) in late 2016.

Following the issuance of Resolution E-4977 at the end of January 2019, PG&E directly approached five owners of generators that currently produce or have produced biomass-fueled RPS-eligible energy. The CPUC’s Resolution E-4977 specified that investor-owned utilities (IOUs) must “offer contract negotiations to all eligible sellers and make all reasonable efforts to execute new or amended contracts that extend contract term lengths by up to five years”.¹

This chapter describes key roles of the IE and details activities undertaken by Arroyo in this solicitation to fulfill those roles.

A. KEY INDEPENDENT EVALUATOR ROLES AND RESPONSIBILITIES

The CPUC first required an independent evaluator to participate in competitive solicitations for utility power procurement in its Decision 04-12-048. It required an IE when Participants in a competitive procurement solicitation include affiliates of IOUs, IOU-built projects, or IOU-turnkey projects. Decision 06-05-039 expanded requirements, ordering use

¹ California Public Utilities Commission, Resolution E-4977, January 31, 2019, page 11.

of an IE to evaluate and report on the entire solicitation, evaluation, and selection process for the 2006 RPS RFO and future competitive solicitations. This was intended to increase the fairness and transparency of the Offer selection process. Decision 09-06-050 further expanded the requirement to require an IE to report on long-term RPS contracts that are bilaterally negotiated rather than awarded through a competitive solicitation; the contract amendment addressed in this report is the result of such a bilateral negotiation.

The CPUC's Decision 06-06-066 detailed guidelines for treating confidential information in IOU power procurement including competitive solicitations. It provides for confidential treatment of "Score sheets, analyses, evaluations of proposed RPS projects", vs. public treatment of the total number of projects and MW bid by resource type. Where Arroyo's reporting on the fairness of PG&E's negotiation of contract amendments requires explicit discussion of such analyses, scores, and evaluations, these are redacted in the public version of this document.

Note that because this amendment to the contract with BFP did not change contract price or term, this report does not cover standard elements of IE reporting regarding the fairness of PG&E's evaluation methodology or the fairness with which the methodology was administered. The focus is on PG&E's outreach to eligible buyers, the fairness of negotiations with BFP, and the merit for approval of the contract amendment.

B. IE ACTIVITIES

To fulfill the role of evaluating PG&E's process of amending bioenergy contracts through this first advice filing, various activities were undertaken by Arroyo, including:

- Reviewing the procedural history leading to the directives of Resolution E-4977, PG&E's contract rider to the RAM form agreement that was developed specifically for SB901-related contract amendments, and the prior history of PG&E and BFP's BioRAM contract.
- Examining PG&E's contact list and checking whether PG&E appropriately offered the opportunity to negotiate contract amendments to all eligible sellers.
- Observing communications and negotiations between PG&E and BFP and reviewing in detail marked-up contract drafts exchanged between parties. (Note that this report focuses on discussions PG&E held with BFP and with Wadham Energy and not on other eligible sellers.)

2. ADEQUACY OF OUTREACH TO ELIGIBLE SELLERS

Resolution E-4977 required PG&E to offer negotiations for contract amendments to all eligible sellers. This was a very short list. Eligibility was defined as

“Eligible sellers are all counterparties to BioRAM contracts and any other biomass contracts that were operative at any time in 2018 and expire or expired on or before December 31, 2023, except for sellers that operate facilities located in federal severe or extreme nonattainment areas for particulate matter or ozone are not eligible for contract extensions”

PG&E has two active BioRAM contracts for biomass-fueled energy produced from HHZ fuels, one that originated directly from its BioRAM solicitation in 2016 and the second from the competitive process it held later that year to enlarge deliveries of bioenergy from HHZ fuels pursuant to the CPUC’s Resolution E-4805. PG&E contacted both sellers, Burney Forest Products and Wheelabrator Shasta, in February 2019 to ascertain whether the sellers had interest in seeking to amend and extend the existing contracts. [REDACTED]

[REDACTED] Both facilities are sited in Shasta County, which is an attainment zone for the federal ozone and particulate standards, although it is a non-attainment zone for the California state ozone standard.

PG&E has a ten-year RPS contract with Woodland Biomass Power Ltd. (Woodland) that began in early 2010 and will terminate in early 2020. Woodland also was eligible for a contract amendment, and PG&E contacted it in February 2019. Woodland is a subsidiary of Michigan-based DTE Energy Services, an affiliate of the integrated electric utility DTE Energy, formerly Detroit Edison. [REDACTED]

The Woodland facility is sited in Yolo County, which is a moderate non-attainment zone for the federal ozone and PM-2.5 standards and was previously a severe non-attainment zone under the 2008 federal ozone standard.

PG&E had a ten-year Renewables Portfolio Standard contract with Wadham Energy L.P. (Wadham) that began energy deliveries in 2008 and terminated in May 2018. Wadham was eligible for a contract amendment or new contract based on Resolution E-4977’s direction because the prior contract for biomass-fueled energy was in effect for part of calendar 2018 and expired before 2023. Colusa County, where Wadham’s facility is sited south of Williams, is an attainment zone for the federal standards for ozone and PM-2.5.

PG&E sent an e-mail communication to Wadham on February 19, 2019 that cited the Resolution and enquired whether Wadham would be interested in amending its prior contract or entering a new contract, consistent with the Resolution. [REDACTED]

[REDACTED] The facility's owner, Enpower Corporation, responded to PG&E's enquiry on March 9 by e-mail and declined to pursue negotiations for a new contract based on HHZ fuels.

Based on this, Arroyo's opinion is that PG&E made all reasonable efforts to seek interest from Wadham Energy L.P. in negotiating a new contract for HHZ-based energy deliveries. [REDACTED]

[REDACTED]

PG&E also has a long-term Qualifying Facilities contract with Thermal Energy Development Partnership ("TEDP") that is scheduled to terminate in early 2020. Based on federal filings, this facility appears not to have operated since late 2014. Prior to its long-term lay-up, the facility burned a mix of urban waste and agricultural woody waste, not forest waste. [REDACTED]

[REDACTED]

Arroyo's review did not reveal any other biomass-fueled facilities in PG&E's supply portfolio that might be eligible for contract amendments based on the specific requirements of SB901. Several of PG&E's prior contracts with biomass-fueled generators expired before the start of calendar 2018. One active contract has a delivery term that extends well past the end of 2023.

Based on this, Arroyo's opinion is that PG&E's outreach to sellers eligible to negotiate contract amendments or new contracts under the provisions of SB901 was adequate, and that PG&E made all reasonable efforts to engage these sellers in negotiations for new contracts or contract amendments.

[REDACTED]

³ TEDP's biomass-fueled facility is situated in southwestern San Joaquin County, which is classified as an extreme non-attainment zone for the federal 8-hour ozone criterion; thus, the plant is arguably not eligible for a contract extension.

3. FAIRNESS OF PROJECT-SPECIFIC NEGOTIATIONS

This chapter provides an independent review of the extent to which PG&E's negotiations with BFP for a contract amendment were conducted fairly with respect to the seller and to its competitors. The next chapter further addresses whether the contract is fair to PG&E's ratepayers.

A. BACKGROUND INFORMATION

After BFP responded affirmatively to PG&E's initial outreach to seek its interest in contract amendments or new contracts, the parties commenced negotiations. PG&E noted that the timing of its obligation posed by Resolution E-4977 to file an advice letter within 60 days of the Resolution implied that it might be better to first negotiate contract amendments that addressed the requirements of subsections (a) through (f) and (i) of Ordering Paragraph 2. PG&E observed that Ordering Paragraph 3 allowed for the utility to address Paragraph 2's sections (g) and (h) in an advice letter filed later than the 60-day deadline. In other words, the key changes to BioRAM contract terms regarding the definition of HHZ fuels, the monthly opt-out and reporting option, specific air quality reporting requirements, and changes to representations and warranties to account for PG&E's Chapter 11 filing status could be handled by a first contract amendment quickly negotiated, while terms of an extension or new contract and the pricing of deliveries during the extension could be negotiated later.

PG&E drafted a letter agreement that would amend the original BioRAM rider to the standard Renewable Auction Mechanism (RAM) agreement in order to incorporate the requirements of subsections (a) through (f) and (i) of Ordering Paragraph 2, and provided it to BFP. This served as the starting point for negotiations.

B. PRINCIPLES FOR EVALUATING THE FAIRNESS OF NEGOTIATIONS

Arroyo considered some principles to evaluate the degree of fairness with which PG&E handled negotiations for contract extensions.

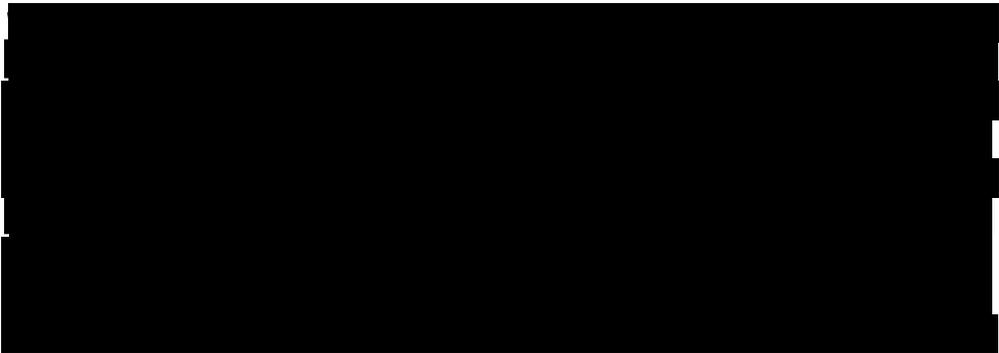
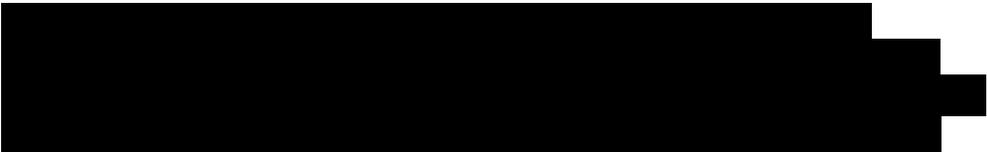
- Were sellers treated fairly and consistently by PG&E during negotiations? Were all sellers given equitable opportunities to advance proposals towards final amendments? Were individual sellers given unique opportunities to move their proposals forward or concessions to improve their contracts' commercial value, opportunities not provided to others?
- Was the distribution of risk between seller and buyer in the amendments distributed equitably across agreements? Did PG&E's ratepayers take on a materially disproportionate share of risks in some amendments and not others?

Were individual sellers given opportunities to shift their commercial risks towards ratepayers, opportunities that were not provided to others?

- Was non-public information provided by PG&E shared fairly with all sellers? Were individual sellers uniquely given information that advantaged them in securing amendments or realizing commercial value from those amendments?
- If any individual seller was given preferential treatment by PG&E in the course of negotiations, is there evidence that other sellers were disadvantaged by that treatment? Were other proposals of comparable value to ratepayers assigned materially worse outcomes?

C. NEGOTIATIONS BETWEEN PG&E AND BURNEY FOREST PRODUCTS

Terms and conditions of the contract amendment were not significantly altered from PG&E's initial draft during the discussions between PG&E and BFP. Negotiations addressed issues such as:

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- 


⁴ BFP's facility is located near the periphery of PG&E's service territory, about 40 miles from its boundary with Surprise Valley Electric Co-op's territory. Burney is served primarily by 230-kV lines that interconnect powerhouses of PG&E's Pit River system with the grid in the Central Valley.

[Redacted text block]

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- [REDACTED]

[REDACTED]

[REDACTED]

D. DEGREE OF FAIRNESS OF PROJECT-SPECIFIC NEGOTIATIONS

Arroyo's opinion is that PG&E's negotiations with BFP were fair to competitors and to the seller. Fairness to PG&E's ratepayers is discussed in the next chapter.

PG&E's draft of the amendment adhered fairly closely to the specific direction provided by Resolution E-4977 to alter several provisions of the original BioRAM rider. [REDACTED]

[REDACTED]

[REDACTED]

Arroyo did not observe PG&E providing BFP with any non-public information that might have advantaged the seller against its competitors. Other eligible sellers were given the same opportunities as BFP to advance towards executed contract amendments or new contracts. PG&E did not grant BFP any unique concessions in the course of negotiating the contract amendment. BFP was not given any special opportunities to shift costs or risks towards ratepayers beyond those specific contract provisions directed by Resolution E-4977. The RAM form PPA and Rider were not materially altered to provide more favorable terms uniquely to BFP that were not provided to competitors. Similarly, Arroyo does not believe that the terms arrived at through discussions between the parties uniquely disadvantaged BFP compared to its competitors.

Arroyo's opinion is that PG&E's negotiation of a contract amendment with BFP was conducted fairly.

4. MERIT FOR CPUC APPROVAL

This chapter provides an independent review of the merits of the amendment to the contract between PG&E and Burney Forest Products based on criteria specified in the Energy Division's 2014 RPS IE template.

A. CONTRACT SUMMARY

On March 29, 2019, PG&E and Burney Forest Products executed an amendment to their existing contract for delivery of RPS-eligible energy from BFP's biomass-fueled generation facility. Contract capacity is 29 MW and contract quantity for the existing agreement averages 218 GWh/year over the five-year contract term; these are unchanged by the amendment. The project is located west of the unincorporated town of Burney in Shasta County, adjacent to the Shasta Green sawmill.

This amendment does not extend the delivery term of the existing agreement, but rather adjusts certain terms and conditions for the remainder of the existing contract's five-year delivery term. The adjustments are those ordered by Decision E-4977: the definition of high hazard zone is expanded; the seller is provided a monthly option to opt out of HHZ fuel requirements; new air quality reporting requirements are imposed; other provisions are adjusted to account for PG&E's status in bankruptcy and the jurisdiction of a federal bankruptcy court in that proceeding.

B. NARRATIVE OF EVALUATION CRITERIA AND RANKING

The 2014 RPS template for IEs provided by the Energy Division calls for a narrative of the merits of the proposed project on the criteria of contract price, net market value, portfolio fit, and project viability.

CONTRACT PRICE AND MARKET VALUATION

Contract Price. The amendment does not change the pricing of the existing contract, [REDACTED]

[REDACTED] The CPUC's Resolution E-4822 found that the BFP contract's price was reasonable.

When compared to proposals for long-term contracts for renewable energy, the BFP agreement ranks high in price. Its average pre-TOD contract price would place it in the highest-priced quartile among offers to PG&E's 2014 RPS RFO, its most recent RPS solicitation. However, the deliveries from BFP under the BioRAM contract differ from other renewable energy proposals in that the contract imposes a minimum obligation that at least 80% of the fuel used to generate energy come from HHZs in 2019 and beyond. The state of California has placed a premium on biomass-fueled generation using HHZ fuels;

executive, legislative, and regulatory bodies have set a priority on contracts for such generation during the current tree mortality emergency.

The BFP contract likely ranks low in price when compared to competing alternatives that would provide access to generation that uses biomass fuel harvested from HHZs, as BFP submitted the third highest-valued offer variant out of eighteen to the competitive solicitation that PG&E ran for BioRAM contracts in 2016. [REDACTED] the weighted average price for BioRAM contracts, revealed in Resolution E-4977 to be \$119/MWh.

There are few recent public benchmarks for market price for PPAs with biomass-fueled generators. The Redwood Coast Energy Authority has recently renewed two such contracts. From April through December 2019 RCEA will pay \$59/MWh for RPS-eligible deliveries from DG Fairhaven, and in 2019 RCEA is paying \$65/MWh for deliveries from Humboldt Sawmill Company. However, these are facilities that burn non-HHZ sawmill waste rather than fuel harvested from HHZs and transported from the forest to the generator.

Several public-owned utilities, including Sacramento Municipal Utility District, Modesto Irrigation District, Turlock Irrigation District, and Southern California Public Power Authority acting on behalf of Imperial Irrigation District, Los Angeles Department of Water and Power, and the cities of Anaheim and Riverside, entered contracts with ARP-Loyalton Cogen, LLC in late 2017. These POU's sought the PPAs in order to comply with Senate Bill 859, as this facility was obligated under the contracts to begin deliveries of RPS-eligible energy from HHZ fuels in April 2018 for a five-year delivery term. The pricing of the contracts is \$97.50/MWh with no escalation. This appears to be the only recent publicly reported comparable market transaction against which to rank the pricing of the existing BFP agreement. The price for ARP-Loyalton's deliveries was negotiated after the BFP contract was executed. SCPPA reported that the ARP-Loyalton offer was the lowest-priced of nine proposals submitted to its competitive solicitation in the spring of 2017. It is unclear to Arroyo what sort of pricing might be available to PG&E today if it were able to employ a competitive process to secure PPAs with biomass generators using HHZ fuel rather than relying solely on bilateral negotiations of extensions to existing biomass contracts.

Market Valuation. In its November 2016 IE report, Arroyo ranked the BFP contract as moderate to high in market value when compared to competing alternatives for providing biomass-fueled energy using woody waste harvested from high hazard zones while minimizing above-market payments. There are almost no new, publicly visible data points on market prices for energy from HHZ fuels for comparison.

Because the amendment does not extend deliveries or change contract price, ratepayers are little affected by its provisions. If BFP were to deliver more energy based on the expanded definition of HHZ fuels, the total cost to ratepayers would increase, and to the extent that contract price is above market price for RPS energy ratepayers would experience higher costs compared to using alternative means of increasing RPS energy deliveries. It is not a given that the expanded definition of HHZ fuels will necessarily have such an effect. However, the primary purpose of Resolution E-4977 and this amendment is not to increase ratepayer value or RPS-eligible energy deliveries but to implement the will of the Legislature

as expressed through Senate Bill 901 and make improvements to how the state of California copes with the tree mortality emergency and the risk of wildfires.

CONSISTENCY WITH RPS GOALS AND PROCUREMENT PLAN

Procurement plan. PG&E's 2018 renewable energy procurement plan states that PG&E has no near-term need for RPS resources but will procure incremental volumes of RPS-eligible contracts through CPUC-mandated programs such as the RAM, ReMAT, and BioMAT programs. It acknowledges that mandated procurement through the BioRAM program benefits all customers. In a footnote, the final version of the plan also explicitly states that new or extended biomass contracts pursuant to SB901 are also part of CPUC mandates. On that basis, executing the BFP contract amendment is consistent with the plan.

RPS Goals. PG&E's 2014 RPS solicitation protocol included an evaluation criterion for a contract's contribution to RPS goals. One of the subcriteria was whether a project would provide economic benefits to "communities afflicted with high poverty or unemployment", which was one of the legislative goals for the state's RPS program. The community of Burney fits that characterization: median annual household income in Burney in 2017 was \$35.4 thousand vs. \$67.2 thousand for the state of California, as estimated by the U.S. Census Bureau's 2017 American Community Survey. The percentage of Burney's population living below poverty levels was 27.9% vs. the state's 16.4%; an estimated 6.0% of the population over age 16 was unemployed vs. 7.7% for the state. While the estimated unemployment rate in Burney appears to be comparatively low, it could be because the labor force participation rate is quite low, at 50% vs. 64% for the state.

News reports suggest that the BFP facility and the Shasta Green sawmill together employ about eighty full-time personnel, with most of those at the sawmill. If BFP were to shut down the generator, the sawmill too would likely face a significant economic hurdle to replace the steam from the BFP boiler that it uses for dry kilns with a new boiler of its own.

SB 2 (1X) stated a requirement that preference should be given to renewable energy projects that provide benefits to communities that suffer from high emission levels of toxic air contaminants, criteria air pollutants, and greenhouse gases. Shasta County is a non-attainment area for the California state ozone standard, though it is an attainment area for the federal ozone standard and for state and federal particulate matter standards. If the expanded definition of HHZ fuels stimulated increased tree harvesting activity and job creation for the communities around BFP, this would be a benefit, but Arroyo has no evidence that this amendment's provisions would have such an effect.

Another RPS Goals evaluation subcriterion in PG&E's 2014 RPS RFO was contribution to Executive Order S-06-06, which called for 20% of the state's renewable energy needs in electricity to be met from biomass. The BFP contract already contributes to meeting this goal.

PORTFOLIO FIT

Arroyo's opinion is that, qualitatively, the fit of the BFP agreement with PG&E's portfolio ranks low. The utility already expects a net long RPS compliance position because

of its prior procurement activities and because of changes in PG&E's retail load outlook. However, the primary purpose of the BioRAM program is not to add RPS resources to PG&E's portfolio but for the state to make progress coping with its tree mortality emergency by employing biomass-fueled facilities to dispose of HHZ timber rather than alternatives such as open burn or leaving dead or dying HHZ trees in place. PG&E pursued BioRAM contracts as part of a CPUC mandate, and is engaging BFP in this amendment as part of a CPUC mandate, rather than to improve the management of its portfolio or to pursue a more balanced portfolio.

BFP's production shape is generally baseload, whereas PG&E needs more flexible resources to deal with periods of overgeneration and negative market prices. BioRAM contracts provide PG&E with unlimited buyer curtailment hours per contract year, giving the utility the right to dispatch the unit down to minimum load. This provides PG&E with more flexibility to manage the BFP contract during periods of overgeneration than many other contracts in its RPS portfolio, and more flexibility than most biomass-fueled sellers.

PROJECT VIABILITY

As an existing, operating generation facility that has functioned reliably, the project viability of the BFP facility ranks quite high. Its average annual output has been close to but below contract quantity for the last few years.

C. DISCUSSION OF MERIT FOR APPROVAL

In Arroyo's opinion, the amendment to the contract between PG&E and Burney Forest Products merits CPUC approval.

- This amendment does not extend the delivery term of the existing contract and does not change the market valuation of the existing contract. While the changes that expand the definition of High Hazard Fuels could have the effect of increasing production, Arroyo has no evidence that this would be the case.
- In Arroyo's opinion the provisions of the contract amendment and PG&E's other actions fulfill the requirements of Ordering Paragraph 2 of Resolution E-4977, excluding sections (g) and (h) of the Paragraph, which pertain to contract extensions and which could be addressed in a later advice filing.
- While the existing contract currently ranks high in price and low in market value compared to alternative sources of RPS-eligible generation, and has a poor fit with PG&E's portfolio using the utility's prior metrics of fit, the CPUC previously found the price of the existing contract to be reasonable in Resolution E-4822. The BFP facility ranks high in project viability and in support for RPS Goals.
- In Arroyo's opinion the negotiations between PG&E and BFP for the amendment were conducted fairly with respect to competitors, to BFP, and to ratepayers.

PACIFIC GAS AND ELECTRIC COMPANY

ATTACHMENT D

Independent Evaluator Report

(CONFIDENTIAL)

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

AT&T	Downey & Brand	Pioneer Community Energy
Albion Power Company	East Bay Community Energy	Praxair
Alcantar & Kahl LLP	Ellison Schneider & Harris LLP	Regulatory & Cogeneration Service, Inc.
	Energy Management Service	SCD Energy Solutions
Alta Power Group, LLC	Evaluation + Strategy for Social	
Anderson & Poole	Innovation	SCE
	GenOn Energy, Inc.	SDG&E and SoCalGas
Atlas ReFuel	Goodin, MacBride, Squeri, Schlotz &	
BART	Ritchie	SPURR
	Green Charge Networks	San Francisco Water Power and Sewer
Barkovich & Yap, Inc.	Green Power Institute	Seattle City Light
P.C. CalCom Solar	Hanna & Morton	Sempra Utilities
California Cotton Ginners & Growers Assn	ICF	Southern California Edison Company
California Energy Commission	International Power Technology	Southern California Gas Company
California Public Utilities Commission	Intestate Gas Services, Inc.	Spark Energy
California State Association of Counties	Kelly Group	Sun Light & Power
Calpine	Ken Bohn Consulting	Sunshine Design
	Keyes & Fox LLP	Tecogen, Inc.
Cameron-Daniel, P.C.	Leviton Manufacturing Co., Inc.	TerraVerde Renewable Partners
Casner, Steve	Linde	Tiger Natural Gas, Inc.
Cenergy Power	Los Angeles County Integrated Waste	
Center for Biological Diversity	Management Task Force	TransCanada
City of Palo Alto	Los Angeles Dept of Water & Power	Troutman Sanders LLP
	MRW & Associates	Utility Cost Management
City of San Jose	Manatt Phelps Phillips	Utility Power Solutions
Clean Power Research	Marin Energy Authority	Utility Specialists
Coast Economic Consulting	McKenzie & Associates	
Commercial Energy	Modesto Irrigation District	Verizon
County of Tehama - Department of Public	Morgan Stanley	Water and Energy Consulting
Works	NLine Energy, Inc.	Wellhead Electric Company
Crossborder Energy	NRG Solar	Western Manufactured Housing
Crown Road Energy, LLC		Communities Association (WMA)
Davis Wright Tremaine LLP		Yep Energy
Day Carter Murphy	Office of Ratepayer Advocates	
	OnGrid Solar	
Dept of General Services	Pacific Gas and Electric Company	
Don Pickett & Associates, Inc.		
Douglass & Liddell		