

PUBLIC UTILITIES COMMISSION  
505 Van Ness Avenue  
San Francisco CA 94102-3298



**Pacific Gas & Electric Company**  
**ELC (Corp ID 39)**  
**Status of Advice Letter 5955E**  
**As of October 16, 2020**

Subject: Approval of Amendment to Bioenergy Procurement Rider Between Pacific Gas and Electric Company and Wheelabrator Shasta Energy Company, Inc. in Compliance with Resolution E-4977

Division Assigned: Energy

Date Filed: 09-18-2020

Date to Calendar: 09-23-2020

Authorizing Documents: E-4977

<b>Disposition:</b>	<b>Accepted</b>
<b>Effective Date:</b>	<b>10-16-2020</b>

Resolution Required: No

Resolution Number: None

Commission Meeting Date: None

CPUC Contact Information:

[edtariffunit@cpuc.ca.gov](mailto:edtariffunit@cpuc.ca.gov)

AL Certificate Contact Information:

Kimberly Loo

415-973-4587

[PGETariffs@pge.com](mailto:PGETariffs@pge.com)

**PUBLIC UTILITIES COMMISSION**  
505 Van Ness Avenue  
San Francisco CA 94102-3298



To: Energy Company Filing Advice Letter

From: Energy Division PAL Coordinator

Subject: Your Advice Letter Filing

The Energy Division of the California Public Utilities Commission has processed your recent Advice Letter (AL) filing and is returning an AL status certificate for your records.

The AL status certificate indicates:

- Advice Letter Number
- Name of Filer
- CPUC Corporate ID number of Filer
- Subject of Filing
- Date Filed
- Disposition of Filing (Accepted, Rejected, Withdrawn, etc.)
- Effective Date of Filing
- Other Miscellaneous Information (e.g., Resolution, if applicable, etc.)

The Energy Division has made no changes to your copy of the Advice Letter Filing; please review your Advice Letter Filing with the information contained in the AL status certificate, and update your Advice Letter and tariff records accordingly.

All inquiries to the California Public Utilities Commission on the status of your Advice Letter Filing will be answered by Energy Division staff based on the information contained in the Energy Division's PAL database from which the AL status certificate is generated. If you have any questions on this matter please contact the:

Energy Division's Tariff Unit by e-mail to  
**[edtariffunit@cpuc.ca.gov](mailto:edtariffunit@cpuc.ca.gov)**



September 18, 2020

**Advice 5955-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 Wheelabrator Shasta Energy Company, Inc. 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 Wheelabrator Shasta Energy Company, Inc. (Wheelabrator). PG&E executed the Amendment and is submitting it in compliance with Ordering Paragraph (OP) 2 of Resolution E-4977 (the Resolution).<sup>1</sup> The Resolution requires the Investor-Owned Utilities (IOUs), including PG&E, to amend BioRAM<sup>2</sup> 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.

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<sup>1</sup> 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. As further described in the Discussion section of this Advice Letter, PG&E complied with that deadline by notifying the Commission of an impasse in contract negotiations. PG&E and Wheelabrator have now resolved that impasse, resulting in the present Amendment and Advice Letter.

<sup>2</sup> 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.<sup>3</sup>

PG&E submitted Advice Letter 5603-E on July 30, 2019 explaining that Wheelabrator was not willing to execute the non-extension contract language. Instead of providing an executed contract amendment, AL 5603-E included an unexecuted amendment with an explanation of why negotiations had reached an impasse. While Wheelabrator had declined to execute the Amendment attached to AL 5603-E, PG&E remained willing to execute that Amendment if Wheelabrator wished to do so in the future. PG&E offered to

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

provide the Energy Division a quarterly update on the status of its outstanding offer and Wheelabrator's further response, if any. By negotiating with Wheelabrator in good faith, offering the Amendment to implement the terms of SB 901 and Resolution E-4977, submitting the unexecuted Amendment to the Commission, and committing to execute the Amendment in the future should Wheelabrator elect to do so, PG&E made all reasonable efforts within its control to give effect to SB 901 and complied with the requirements of Resolution E-4977 applicable to existing BioRAM contracts. AL 5603-E became effective on August 29, 2019.

PG&E and Wheelabrator continued to negotiate after August 2019 in order to resolve the impasse regarding the amendment of the existing BioRAM agreement. Separately, the parties continued negotiating a new BioRAM Agreement with Wheelabrator pursuant to Section 8388, to commence after the term of the current BioRAM agreement expires. The parties have now executed both the Amendment and a new BioRAM agreement pursuant to Section 8388, and PG&E is concurrently submitting this Advice Letter, which amends the existing BioRAM agreement with Wheelabrator to implement subsections (a)-(c), and (f) of Ordering Paragraph 2 of Resolution E-4977, and a separate Advice Letter (5954-E) to implement Ordering Paragraph 3 of Resolution E-4977.

Resolution E-4977, Ordering Paragraph 2, subsection (i) instructs PG&E to include language in amendments to the existing BioRAM contracts related to PG&E's ongoing Chapter 11 bankruptcy case. On July 1, 2020, PG&E emerged from Chapter 11, successfully completing its restructuring process and implementing PG&E's Plan of Reorganization that was confirmed by the United States Bankruptcy Court on June 20, 2020.<sup>4</sup> The Amendment was executed on August 6, 2020, subsequent to emerging from bankruptcy. Therefore, the Chapter 11-related provisions of subsection (i) were not included in the Amendment.

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 Wheelabrator 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.<sup>5</sup> The public version of the RAM standard contract and BioRAM Rider was submitted as Appendix B in Advice Letter 4958-E.<sup>6</sup> The following table includes

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<sup>4</sup> See Notice of Entry of Confirmation Order and Occurrence of Effective Date Of Debtors' And Shareholder Proponents' Joint Chapter 11 Plan Of Reorganization Dated June 19, 2020, filed in Bankruptcy Case No. 19-30088 before the United States Bankruptcy Court for the Northern District of California, July 2, 2020 (confirming an effective date for the Plan of Reorganization for July 1, 2020) (available at <https://restructuring.primeclerk.com/pge/Home-DownloadPDF?id1=NDU0NjY3&id2=0>).

<sup>5</sup> The full agreement between PG&E and Wheelabrator includes: a power purchase agreement based on the Renewable Auction Mechanism ("RAM") form; a BioRAM Rider to the RAM form; amendments executed in the course of administering the contract; and this Amendment.

<sup>6</sup> [https://www.pge.com/tariffs/tm2/pdf/ELEC\\_4958-E.pdf](https://www.pge.com/tariffs/tm2/pdf/ELEC_4958-E.pdf)

a summary of the modifications made by the Amendment and how each is related to the requirements set forth in Resolution E-4977:

<b>Resolution E-4977 Reference</b>	<b>Reference in Amendment</b>		<b>Description</b>
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	
OP 2(b)	Appendix A	Form of [Monthly][Quarterly] Fuel Attestation	Monthly opt-out and reporting option with revised payment and other terms
	Definitions	"Monthly Opt Out", "Monthly Fuel Attestation", "Monthly Fuel Attestation Deadline", "Amended Price"	
	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	
	Appendix A	Form of [Monthly][Quarterly] Fuel Attestation	
OP 2(c)	Appendix B	High Hazard Fuel Use Calculation	Removal of missing mandated fuel or feedstock usage levels as an event of default
	N/A	N/A	
OP 2 (f)	Section 3.11	3.11 Air Pollution Control Reporting	Air quality reporting requirements
	Appendix C	Appendix C Air Quality Attestation	

The Amendment makes no changes to the Contract Price, Contract Quantity, or Contract Term.

### **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 July 30, 2020.

### **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. The attached IE report concludes that the amendment

with Wheelabrator complies with the requirements directed by Resolution E-4977 and 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**

**\*\*\*Due to the COVID-19 pandemic and the shelter at home orders, PG&E is currently unable to receive protests or comments to this advice letter via U.S. mail or fax. Please submit protests or comments to this advice letter to EDTariffUnit@cpuc.ca.gov and PGETariffs@pge.com\*\*\***

Anyone wishing to protest this submittal may do so by letter sent via U.S. mail, facsimile or E-mail, no later than October 8, 2020, 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, 4<sup>th</sup> 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 October 18, 2020, 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 Wheelabrator, 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 Amendment to BioRAM Rider between PG&E and Wheelabrator (Confidential)
- Attachment B: Remainder of Executed Agreement between PG&E and Wheelabrator (including Original PPA, BioRAM Rider (Confidential))
- Attachment C: Independent Evaluator Report (Redacted, 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 U39E)

Utility type:

☒ ELC ☐ GAS ☐ WATER  
☐ PLC ☐ HEAT

Contact Person: Kimberly Loo

Phone #: (415)973-4587

E-mail: PGETariffs@pge.com

E-mail Disposition Notice to: KELM@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) #: 5955-E

Tier Designation: 2

Subject of AL: Approval of Amendment to Bioenergy Procurement Rider Between Pacific Gas and Electric Company and Wheelabrator Shasta Energy Company, Inc. in Compliance with Resolution E-4977

Keywords (choose from CPUC listing): Compliance, Bioenergy

AL Type: ☐ Monthly ☐ Quarterly ☐ Annual ☒ One-Time ☐ Other:

If AL submitted in compliance with a Commission order, indicate relevant Decision/Resolution #: Res 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 Confidentiality Declaration and 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: Mark Muranishi, (415)973-8094, M9MP@pge.com

Resolution required? ☐ Yes ☒ No

Requested effective date: 10/18/20

No. of tariff sheets: 0

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<sup>1</sup>: N/A

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

<sup>1</sup>Discuss 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](mailto: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](mailto:PGETariffs@pge.com)

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

Clear Form

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

**PACIFIC GAS AND ELECTRIC COMPANY**

**DECLARATION OF MARK MURANISHI  
SEEKING CONFIDENTIAL TREATMENT  
FOR CERTAIN DATA AND INFORMATION CONTAINED  
IN ADVICE LETTER 5955-E**

I, Mark Muranishi, declare:

1. I am a Manager in Structured Energy Transactions within the Energy Policy and Procurement organization at Pacific Gas and Electric Company (PG&E). In this position, my responsibilities include managing the procurement of various electric resources and products including energy storage and renewable energy. 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 information.

2. Based on my knowledge and experience, and in accordance with Decisions 06-06-066, 08-04-023, and relevant Commission rules, I make this declaration seeking confidential treatment for certain data and information contained in the attachments to Advice Letter 5955-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 data and information covered by Public Utilities Code section 454.5(g), D.06-06-066, D.08-04-023 and/or relevant Commission rules. 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 September 18, 2020 at San Francisco, California.

\_\_\_\_\_/s/

Mark Muranishi

Manager, Structured Energy Transactions

Pacific Gas & Electric Company

**PACIFIC GAS AND ELECTRIC COMPANY (U 39 E)**  
**Advice Letter 5955-E**  
**September 18, 2020**

**IDENTIFICATION OF CONFIDENTIAL INFORMATION**

<b>Redaction Reference</b>	<b>Category from D.06-06-066, Appendix 1, or Separate Confidentiality Order That Data Corresponds To</b>	<b>Justification for Confidential Treatment</b>	<b>Length of Time</b>
Attachment A, Executed Amendment to RAM PPA and BioRAM Rider between PG&E and Wheelabrator	Item VII(G) Renewable Resource Contracts under RPS program	This attachment contains the executed Amendment to BioRAM Agreement between PG&E and Wheelabrator Shasta Energy Company, Inc. (Wheelabrator), which include terms deemed non-public.	Three years from contract date for deliveries to start or one year after expiration, whichever comes first.
Appendix C, Independent Evaluator Report – grey shaded sections	Item VII(G) Renewable Resource Contracts under RPS  Item VII (H): Score sheets, analyses, evaluations of proposed RPS projects	This appendix contains the confidential IE report, which discusses, analyzes and/or evaluates the terms of the Amendment to the BioRAM Agreement and confidential negotiations between PG&E and Wheelabrator. If released publicly, this information would provide valuable market sensitive information to market participants, could be damaging to future PG&E contract negotiations and ultimately detrimental to PG&E's customers, and could create a disincentive to do business with PG&E and other regulated utilities. Therefore, this information should remain confidential.	VII(G): Three years from contract date for deliveries to start or one year after expiration, whichever comes first.  VII(H): Three years

# **PACIFIC GAS AND ELECTRIC COMPANY**

## **Attachment A**

### **Executed Amendment to BioRAM Rider between PG&E and Wheelabrator (Confidential)**

# **PACIFIC GAS AND ELECTRIC COMPANY**

## **Attachment B**

### **Remainder of Executed Agreement between PG&E and Wheelabrator (including Original PPA, BioRAM Rider) (Confidential)**



# **PACIFIC GAS AND ELECTRIC COMPANY**

## **Attachment C**

### **Independent Evaluator Report (Redacted, Public)**

ARROYO SECO CONSULTING

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

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REPORT OF THE INDEPENDENT  
EVALUATOR ON AN AMENDMENT TO AN  
EXISTING CONTRACT WITH  
WHEELABRATOR SHASTA ENERGY  
COMPANY INC.

SEPTEMBER 8, 2020

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# 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 Wheelabrator Shasta Energy Company Inc. (“Wheelabrator”) for energy eligible for Renewables Portfolio Standard (“RPS”) compliance using woody 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), reviewed and checked PG&E’s processes as the utility negotiated amendments to existing BioRAM agreements to implement changes that were directed by Resolution E-4977 and SB901. Activities included monitoring outreach efforts, assessing the fairness of PG&E’s decision-making process, and observing negotiations for contract amendments. Findings include:

- PG&E performed outreach and offered contract amendments to the two sellers with which it holds existing BioRAM agreements. The amendments it proposed
  - Expand the definition of High Hazard Zone,
  - Add a monthly opt-out and reporting option for the seller,
  - Remove a provision that seller’s failure to meet minimum percentages for HHZ or sustainable forest management fuel usage is an event of default,
  - Implement new seller’s air pollution control reporting requirements, and
  - Edit provisions to account for PG&E’s Chapter 11 filing.
- Contract-specific negotiations for an amendment to PG&E’s BioRAM contract with Wheelabrator Shasta Energy Company were fair to ratepayers and competitors, in Arroyo’s opinion. This report does not address PG&E’s discussions with other eligible sellers than Wheelabrator.
- Arroyo’s opinion is that the resulting contract amendment with Wheelabrator complies with the requirements directed by Resolution E-4977 to alter existing BioRAM agreements. On that basis, Arroyo’s opinion is that the amendment merits CPUC approval. A separate IE report addresses the negotiations that PG&E offered to Wheelabrator for a new five-year BioRAM agreement as directed by the Resolution.

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. 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”.<sup>1</sup>

This chapter describes key roles of the IE and details activities undertaken by Arroyo in fulfill the role of the IE in reporting on Wheelabrator’s contract amendment.

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## A. KEY INDEPENDENT EVALUATOR ROLES AND RESPONSIBILITIES

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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 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

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

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 Wheelabrator did not change contract price or delivery term, this report does not cover 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 efforts, the fairness of negotiations with Wheelabrator, and the merit for approval of the contract amendment.

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## **B. IE ACTIVITIES**

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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 Wheelabrator's BioRAM contract.
- Examining PG&E's contract 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 Wheelabrator and reviewing in detail marked-up drafts of the contract amendment exchanged between parties.

## 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 primarily 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 HHZ-derived bioenergy 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. Both sellers agreed to commence negotiations; PG&E has separately filed both a new contract and an amendment to its existing contract with Burney Forest Products. 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).

As discussed in a prior IE report, in Arroyo’s opinion PG&E made all reasonable efforts to engage three other eligible sellers in negotiations for new five-year BioRAM agreements. The other sellers contacted were Wadham Energy L.P., Woodland Biomass Power Ltd., and Thermal Energy Development Partnership.<sup>2</sup> This IE report focuses on the merits of the amendment to Wheelabrator’s existing agreement, and not on its negotiations for a five-year contract extension or new agreement. A separate IE report provides details on the latter and on PG&E’s outreach efforts to sellers eligible for new five-year contracts.

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<sup>2</sup> TEDP’s now-defunct biomass-fueled facility was situated in southwestern San Joaquin County, which is classified as an extreme non-attainment zone for the federal 8-hour ozone criterion; thus, that generator was arguably not eligible for a contract extension or new contract.

### 3. FAIRNESS OF PROJECT-SPECIFIC NEGOTIATIONS

This chapter provides an independent review of the extent to which PG&E's negotiations with Wheelabrator for a contract amendment were conducted fairly with respect to the seller and to its competitors.

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#### A. BACKGROUND INFORMATION

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After Wheelabrator responded affirmatively to PG&E's outreach seeking interest in a contract amendment, the parties commenced negotiations. PG&E noted that the timing of its obligation under Resolution E-4977 to file an advice letter within 60 days of the Resolution suggested that it might be better to first negotiate a contract amendment that addressed the requirements of subsections (a) through (f) and (i) of Ordering Paragraph 2. PG&E observed that Ordering Paragraph 3 allowed PG&E to address Paragraph 2's sections (g) and (h) in a filing later than the 60-day deadline. In other words, PG&E suggested that 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, events of default, and changes to representations and warranties to account for PG&E's bankruptcy should be handled first by an amendment to the existing contract that could be quickly negotiated, while terms of a new five-year contract could be negotiated later.

PG&E requested and received an extension of time from the CPUC to demonstrate compliance with Ordering Paragraph 2 of Resolution E-4977. The new deadline was set to July 30, 2019. On the date of the deadline, PG&E filed Advice 5603-E, in which it reported that Wheelabrator had declined to execute PG&E's draft of a contract amendment that would have addressed subsections (a) through (f) and (i) of Ordering Paragraph 2. Arroyo reported on the negotiations up to that point in an IE report attached to the advice filing.

[REDACTED]

[REDACTED]



[REDACTED]

The parties continued to negotiate the new agreement. After resolving remaining issues for that contract, they then successfully negotiated the amendment of the existing BioRAM contract, which was executed on August 6, 2020.

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**B. PRINCIPLES FOR EVALUATING THE FAIRNESS OF NEGOTIATIONS**

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Arroyo considered some principles to evaluate the degree of fairness with which PG&E handled negotiations for an amendment act required by Resolution E-4977.

- 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 contract's commercial value, opportunities not provided to others?
- Was the distribution of risk between seller and buyer distributed equitably across amendments? 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?

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**C. NEGOTIATIONS BETWEEN PG&E AND WHEELABRATOR SHASTA**

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The parties addressed several issues in their negotiations for the amendment to the existing agreement.

- Bankruptcy. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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<sup>3</sup> [REDACTED]

*(Footnote continued)*

- Events of default.

- Delivery term security.

[REDACTED]

[REDACTED]

- Buyer's audit right. [REDACTED]

- Compliance with fuel requirements. [REDACTED]

- Air pollution control reporting. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- Monthly opt-out.

[REDACTED]

[REDACTED]

- Billing and payment.

[REDACTED]

- Resolution E-4977 guidance. [REDACTED]

[REDACTED] In Arroyo's opinion the resulting amendment complies with Ordering Paragraph 2, sections (a) through (c) and (f) of the Resolution.

Following the July 2019 impasse, the parties continued to negotiate, and were able to resolve the remaining differences as described. The resulting contract amendment was executed on August 6, 2020.

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#### **D. DEGREE OF FAIRNESS OF PROJECT-SPECIFIC NEGOTIATIONS**

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Arroyo's opinion is that PG&E's negotiations with Wheelabrator were handled in a manner that was fair to competitors and to the seller. PG&E gave Wheelabrator an equitable opportunity to advance its contract amendment; the balance of benefits and costs between buyer and seller in the amended BioRAM agreement remains consistent with those in PG&E's RAM contracts generally. [REDACTED]

Arroyo did not observe PG&E providing Wheelabrator with non-public information that might have advantaged the seller against its competitors. Wheelabrator was not given any special opportunities to shift costs or risks towards ratepayers beyond those specific contract provisions directed by Resolution E-4977. The contract amendment does not provide more favorable terms uniquely to Wheelabrator that were not provided to its competitors.

Arroyo's opinion is that PG&E handled its negotiations with Wheelabrator for the contract amendment in a manner that was fair to the seller's competitors.

## 4. MERIT FOR CPUC APPROVAL

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

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### A. CONTRACT SUMMARY

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On August 6, 2020, PG&E and Wheelabrator executed an amendment to their existing contract for delivery of RPS-eligible energy from Wheelabrator's biomass-fueled generator. Contract capacity is 34 MW and contract quantity for the existing agreement averages about 238 GWh/year over the five-year contract term; these are unchanged by the amendment. The project is located southeast of the city of Anderson in Shasta County; it began operations in 1989. Wheelabrator Shasta's parent company, Wheelabrator Technologies Inc., was acquired by Waste Management, Inc. in 1990 and then sold in 2014 to Energy Capital Partners, a private equity firm. Energy Capital Partners sold Wheelabrator Technologies to a managed fund administered by Macquarie Infrastructure Partners in 2019.

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, such as: the definition of high hazard zone is expanded; the seller is provided a monthly option to opt out of HHZ fuel requirements; the provision under which failure to meet minimum HHZ and sustainable forest management fuel requirements is an event of default is removed; and new air pollution control reporting requirements are imposed.

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### B. NARRATIVE OF EVALUATION CRITERIA AND RANKING

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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] The CPUC's Resolution E-4834 approving PG&E's Advice 4984-E implicitly found that the Wheelabrator BioRAM contract's price was reasonable.

When compared to proposals for long-term contracts for renewable energy, the Wheelabrator 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 recent solicitations to purchase RPS-eligible energy. However, the deliveries from Wheelabrator under the

BioRAM contract differ from other renewable energy proposals in that the contract imposes a minimum obligation that at least 60% of the fuel used to generate energy come from HHZs, unless the seller invokes the opt-out provision. 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.

In Arroyo's opinion, the existing Wheelabrator contract likely ranks moderate in price when compared to competing alternatives that could provide access to generation that uses biomass fuel harvested primarily from HHZs, as Wheelabrator's bilateral proposal was selected as lower price than competing alternatives following the competitive solicitation that PG&E ran for BioRAM contracts in 2016. [REDACTED]

[REDACTED] the weighted average price for existing BioRAM contracts, revealed in Resolution E-4977 to be \$119/MWh.

There are few fresh public benchmarks for market price for PPAs with biomass-fueled generators. The Redwood Coast Energy Authority has recently renewed two such contracts. In January and February 2020 RCEA paid \$59/MWh for RPS-eligible deliveries from DG Fairhaven, and in the rest of 2020 RCEA is paying \$65/MWh. RCE pays Humboldt Sawmill Company \$67/MWh in 2020, a price that will escalate starting in March 2021 based on the consumer price index. These are facilities that burn non-HHZ-derived sawmill waste rather than fuel primarily harvested from HHZs, so the fuel for each of these generators is provided by an adjacent mill facility rather than trucked in to the plant from more distant forests [REDACTED]

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. The POU's sought their PPAs in order to comply with Senate Bill 859, as this facility was obligated under the contracts to begin deliveries of RPS-eligible energy primarily from HHZ fuels in April 2018 for a five-year delivery term. The pricing of the contracts was \$97.50/MWh with no escalation. This price for ARP-Loyalton's deliveries was negotiated after the original Wheelabrator BioRAM 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. [REDACTED]

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<sup>5</sup> ARP-Loyalton Cogen LLC filed for Chapter 11 bankruptcy protection in February 2020, as did its parent company American Renewable Power LLC. The financial failure of the Loyalton biomass plant calls into question whether its PPA pricing should be considered a reliable indicator of market comparable pricing for SB 859-compliant contracts, as one might speculate that the contract price  
(Footnote continued)



In December 2019, the Southern California Public Power Authority entered a five-year PPA with Roseburg Forest Products Company that prices deliveries of HHZ-fueled RPS energy at \$46/MWh. SCPPA is buying this power on behalf of its members, the Los Angeles Department of Water and Power, Imperial Irrigation District, and the cities of Anaheim and Riverside. This contract resulted from a competitive solicitation that SCPPA held in April 2018, an RFP that included non-SCPPA members Sacramento Municipal Utility District and the Modesto and Turlock Irrigation Districts. The contracts are intended for these POU's to comply with the requirements of Senate Bill 859. The HHZ fuel is to be burned at the cogeneration unit at Roseburg Forest Products' veneer mill in Weed, California. Arroyo believes that the \$46 price of the Roseburg Forest Products PPA should not be used as a point of comparison to Wheelabrator's existing contract, because Roseburg will not deliver energy to the publicly-owned utilities, only "SB 859 Attributes" and capacity, while Wheelabrator will deliver bundled RPS energy to PG&E.

Market Valuation. In its December 2016 IE report, Arroyo ranked the existing Wheelabrator contract as moderate in market value when compared to competing alternatives for providing biomass-fueled energy primarily using woody waste harvested from high hazard zones while minimizing above-market payments.

Because the amendment does not extend deliveries or change contract price, ratepayers are little affected by its provisions. If Wheelabrator 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,

[REDACTED].<sup>6</sup> 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 2019 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

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was too low for the project to operate economically. (Sacramento Municipal Utility District has since reported negotiations in progress for a new five-year PPA to fulfill its SB 859 obligations.)

<sup>6</sup> One could construct an alternative scenario in which the contract amendment actually leads to lower usage of HHZ-derived fuel, as for example a hypothetical case in which a facility chooses to exercise the monthly opt-out during snowy winter months when it becomes more challenging to source HHZ-derived feedstock from forests compared to agricultural and urban waste wood, if the seller has not succeeded in stockpiling enough HHZ-based forest waste in its fuel yard to meet feedstock requirements in all months.

program benefits all customers. On that basis, amending the Wheelabrator contract 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 city of Anderson (the facility is sited just outside the city limits) somewhat fits that characterization: estimated median annual household income in Anderson in 2018 was \$38.9 thousand vs. \$75.3 thousand for the state of California, based on the U.S. Census Bureau's 2018 American Community Survey. The estimated percentage of its population living below poverty levels was 18.2% vs. the state's 12.8%. An estimated 5.7% of the population over age 16 was unemployed vs. 5.5% for the state. This might imply average unemployment rates in Anderson, but the statistic may be influenced by the fact that 44% of the population of Anderson over age 16 is not in the labor force vs. 36% for the state as a whole. The census unemployment statistic reports on unemployed people who are considered to be in the labor force.

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 in the amended contract were to stimulate increased tree harvesting activity and job creation for the communities around Wheelabrator Shasta, this would be an economic 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 Wheelabrator contract will continue to contribute towards meeting this goal.

### PORTFOLIO FIT

Arroyo's opinion is that, qualitatively, the fit of the Wheelabrator agreement with PG&E's portfolio ranks somewhat 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 Wheelabrator in a contract amendment as part of a CPUC mandate, rather than to improve the management of its portfolio or to pursue a more balanced portfolio.

Wheelabrator'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 Wheelabrator contract during periods of overgeneration than many other contracts in its RPS portfolio, and more flexibility than with some other biomass-fueled sellers.

### PROJECT VIABILITY

As an existing, operating generation facility that has functioned reliably, the project viability of the Wheelabrator facility ranks quite high.

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#### **C. DISCUSSION OF MERIT FOR APPROVAL**

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In Arroyo's opinion, the amendment of the existing contract between PG&E and Wheelabrator Shasta Energy Company 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 might have the effect of increasing usage of HHZ-derived feedstocks, 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 will be addressed in a separate 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 implicitly found the price of the existing contract to be reasonable in Resolution E-4834. The Wheelabrator facility ranks high in project viability and in support for RPS Goals.
- In Arroyo's opinion the negotiations between PG&E and Wheelabrator for the amendment were conducted fairly with respect to competitors, to Wheelabrator, and to ratepayers.

# **PACIFIC GAS AND ELECTRIC COMPANY**

## **Attachment D**

### **Independent Evaluator Report (Confidential)**

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

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