

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



**Pacific Gas & Electric Company**  
**ELC (Corp ID 39)**  
**Status of Advice Letter 6510E**  
**As of April 5, 2022**

Subject: Spring 2021 Solar in Disadvantaged Communities (DAC) Solicitation; Power Purchase Agreements Between PG&E and Selected Counterparties

Division Assigned: Energy

Date Filed: 02-22-2022

Date to Calendar: 02-25-2022

Authorizing Documents: D1806027

Authorizing Documents: D1810007

Authorizing Documents: E-4999

<b>Disposition:</b>	<b>Accepted</b>
<b>Effective Date:</b>	<b>03-24-2022</b>



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



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:

Stuart Rubio

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- Disposition of Filing (Accepted, Rejected, Withdrawn, etc.)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)**



**Sidney Bob Dietz II**  
Director  
Regulatory Relations

Pacific Gas and Electric Company  
77 Beale St., Mail Code B13U  
P.O. Box 770000  
San Francisco, CA 94177

Fax: 415-973-3582

February 22, 2022

**Advice 6510-E**

(Pacific Gas and Electric Company U 39 E)

Public Utilities Commission of the State of California

**Subject: Spring 2021 Solar in Disadvantaged Communities (DAC) Solicitation;  
Power Purchase Agreements Between PG&E and Selected  
Counterparties**

**I. Purpose**

Pursuant to Decision (D.) 18-06-027, D.18-10-007, and Resolution E-4999 (collectively, DAC Decisions), Pacific Gas and Electric Company (PG&E) seeks California Public Utilities Commission (CPUC or Commission) approval of three Power Purchase Agreement (PPAs) executed between PG&E and various counterparties that resulted from PG&E's Spring 2021 Solar in Disadvantaged Communities Request for Offer (DAC RFO). PG&E utilized its pre-approved RFO documents, including its non-modifiable DAC PPA, which was filed and approved by the CPUC via Advice Letter 6127-E on April 23, 2021, with an effective date of April 23, 2021.

The three 20-year PPAs that were selected and executed as a result of the Spring 2021 DAC RFO are summarized in "Table 1: Summary of Selected DAC Projects from the Spring 2021 DAC RFO" below. The three 20-year PPAs result in new solar photovoltaic (PV) projects located in eligible DACs within PG&E's service territory for a total of nine (9) megawatts (MW).

**Table 1: Summary of Selected DAC Projects from the Spring 2021 DAC RFO**

Counterparty	Program	Project Name	Contract Capacity (MW)	Term (Yrs)	Commercial Operation Date (COD)	Location (City, State)	Cal Enviro Screen 3.0 Score
RPCA Solar 7, LLC	DAC-GT	East Cleveland Road Solar	3	20	12/31/2023	El Nido, CA	Top 25% DAC
Jaton, LLC	DAC-GT	Utica Ave Solar Project	3	20	12/15/2022	Kettleman City, CA	Top 25% DAC
Kings CSG 3, LLC	CS-GT	Kings CSG 3	3	20	7/31/2023	Lemoore, CA	Top 25% DAC

## II. Background

The CPUC issued the DAC Decisions to implement Assembly Bill 327, which directs California's large investor owned utilities (IOUs) to procure renewable generation under two new programs, Disadvantaged Communities Green Tariff (DAC-GT) and Community Solar Green Tariff (CS-GT) (collectively, DAC-GT/CS-GT Programs). These programs are designed to promote the installation of renewable generation in DACs. The DAC Decisions directed California's three large investor owned utilities (IOUs) to hold at least two solicitations per year until the Program Capacity Allocation is met. PG&E issued its first DAC solicitation on March 5, 2020, which resulted in the execution of five PPAs. Advice Letter 5996-E was filed on November 8, 2020 seeking approval of those five PPAs and was effective as of December 9, 2020.

PG&E issued the Fall 2020 DAC RFO, its second DAC solicitation, on October 15, 2020, which resulted in the execution of four DAC-GT PPAs and two CS-GT PPAs, for a total of six PPAs. Of the six executed PPAs, one CS-GT PPA was terminated. Advice Letter 6229-E was filed on June 18, 2021 seeking approval of those five PPAs and was effective as of July 18, 2021.

PG&E issued the Spring 2021 DAC RFO, its third DAC solicitation, on May 3, 2021, which resulted in the execution of two DAC-GT PPAs and one CS-GT PPA, for a total of three PPAs. This Advice Letter is seeking approval for these three executed PPAs. See "Table 2: PG&E's Program Capacity Allocation Impact from Spring 2021 DAC RFO" below for a summary of how these three executed PPAs will reduce PG&E's current Program Capacity Allocation.

**Table 2: PG&E's Program Capacity Allocation Impact from Spring 2021 DAC RFO**

	<b>DAC-GT</b>	<b>CS-GT</b>
<b>Program Capacity Allocation (MW)</b>	54.82	14.20
<b>Total Executed Contract Capacity from Spring 2020 DAC RFO (MW)</b>	4.65	6.00
<b>Program Capacity Allocation less Spring 2020 DAC RFO Executed Contracts Capacity (MW)</b>	50.17	8.20
<b>Total Executed Contract Capacity from Fall 2020 DAC RFO (MW)</b>	24.11	3
<b>Program Capacity Allocation less Spring 2020 DAC RFO and Fall 2020 DAC RFO Executed Contracts Capacity (MW)</b>	26.06	5.2
<b>Total Executed Contract Capacity from Spring 2021 DAC RFO (MW)</b>	6	3
<b>Remaining Program Capacity (MW)</b>	20.06	2.2

PG&E's DAC-GT and CS-GT Programs include both customer and procurement components. On the customer side, the programs allow eligible customers to subscribe to the output from third-party developed solar energy facilities and receive a 20% bill discount.<sup>1</sup> On the procurement side, PG&E is required to procure its total mandated obligation of 69.02 MW (54.82 MW for DAC-GT and 14.20 MW for CS-GT).

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<sup>1</sup> Per Decision 20-07-008, PG&E is required to auto enroll a subset of DAC-GT eligible customers in the DAC-GT program.

### III. Spring 2021 DAC Solicitation Overview

#### A. Solicitation Process

##### 1. Process Overview

PG&E developed and conducted the Spring 2021 DAC RFO in accordance with the requirements of the DAC Decisions.

##### 2. Solicitation Schedule

See “Table 3: Spring 2021 DAC Solicitation Schedule” below:

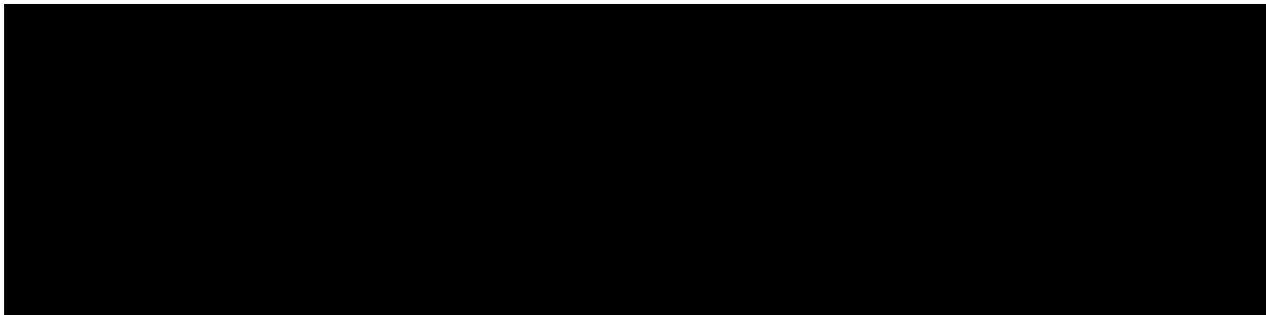
**Table 3: Spring 2021 DAC Solicitation Schedule**

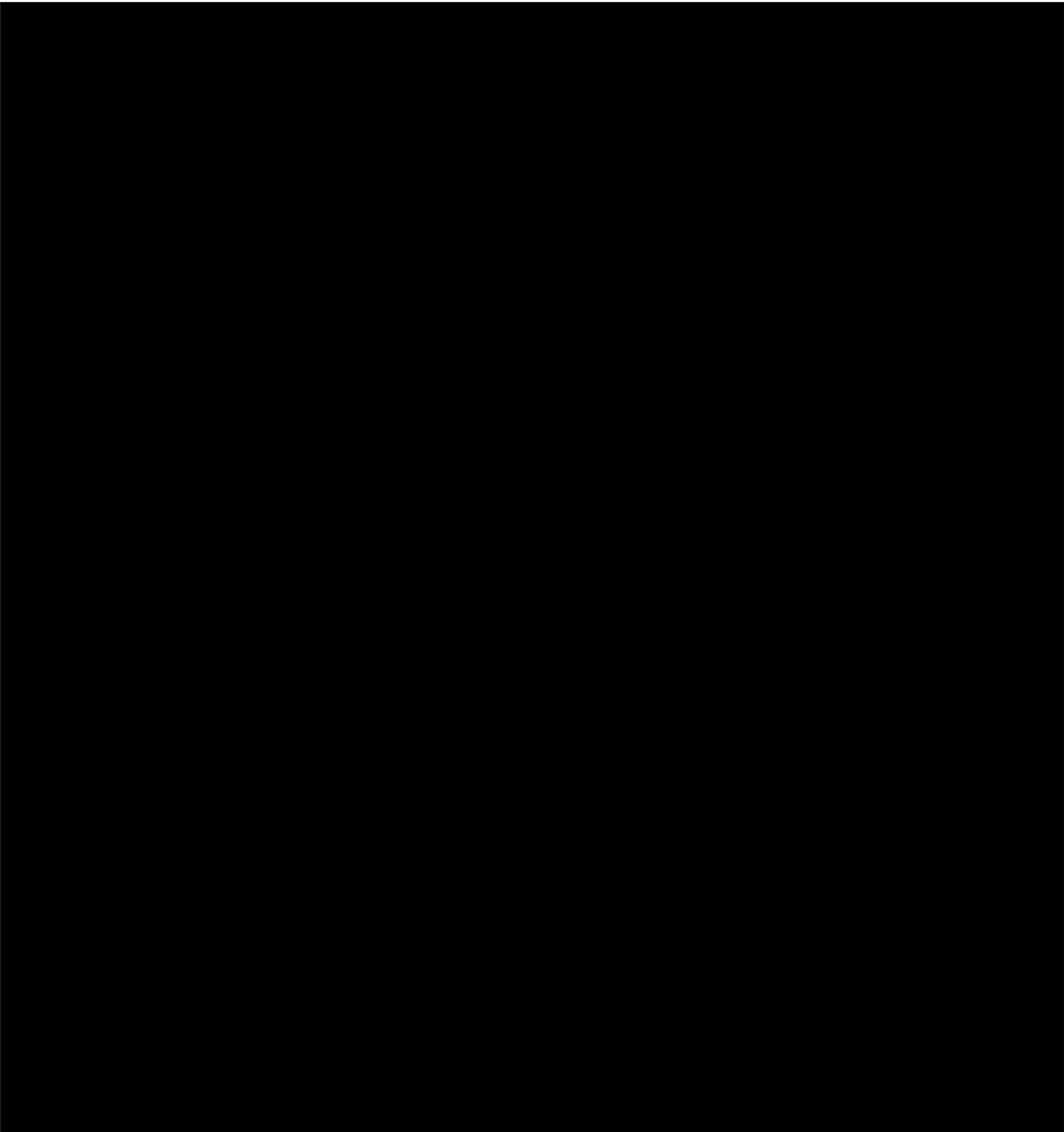
<b>Date/Time</b>	<b>Event</b>
May 3, 2021	PG&E issues DAC Solicitation
May 12, 2021	Participants’ Webinar
June 4, 2021 at 1 PM	Deadline for Participants to submit Offers via Power Advocate
July 9, 2021	Selected Participants Notified
December 28, 2021	Participant Submittal of Signed PPA
By August 13, 2021 <b>(Actual: December 29, 2021)</b>	Target Countersignature of Partially Executed PPAs
By Mid-September, 2021 <b>(Actual: February XX, 2022)</b>	Advice Letter Filing for Fully Executed DAC PPAs

##### 3. Remaining Capacity Available

PG&E offered into the Spring 2021 DAC RFO the remaining program capacity allocated to PG&E, which was PG&E’s total program allocation less MWs procured as a part of the Spring and Fall 2020 DAC RFOs. The capacity PG&E offered was 26.06 MWs for DAC-GT and 5.2 MWs for CS-GT.

##### 4. Offers Received





## 5. Offer Selection

Using the evaluation criteria described in Section III.A.6 below, PG&E selected offers that passed the eligibility screens, were within the permitted maximum bid award price threshold, were competitively priced and within the MW cap for each program. PG&E also considered project viability based on the qualitative criteria detailed in the pre-approved RFO protocol, [REDACTED]  
[REDACTED]

The permitted maximum bid award threshold for DAC-GT and CS-GT is set in E-4999 and in D.18-06-027, respectively.<sup>2</sup> The cap for both DAC-GT and CS-GT is set at or below the higher of two hundred percent (200%) of the maximum executed contract price in either the Renewable Auction Mechanism's as available peaking category or the Green Tariff program. [REDACTED]  
[REDACTED]  
[REDACTED]

### DAC-GT Offer Selection:

For DAC-GT, PG&E selected two projects submitted and, in the case where there were multiple variants for a specific project, selected the variant with [REDACTED]  
[REDACTED].

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<sup>2</sup> Resolution E-4999, pg. 35-36; D.18-06-027, pg. 84.

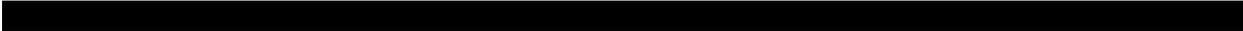
  
**CS-GT Offer Selection:**

For CS-GT, PG&E selected the one most competitively priced offer.

PG&E also evaluated offers based on the CPUC directed prioritization requirements for CS-GT projects.<sup>3</sup> None of the CS-GT projects submitted met these criteria.

*Sponsor Letter of Commitment Review:*

As a note on the evaluation process, PG&E received differentiating detail in letters of commitment from CS-GT project sponsors. Some sponsor letters directly addressed the content required by Decision 18-06-027, while other sponsor letters referenced separate attachments drafted by project developers addressing this content. PG&E found both methods to be acceptable. 


As is explained in Decision 18-06-027, the “sponsor’s role is to be a catalyst for the community and the project, and may involve utility and developer participation in the effort.”<sup>4</sup> 


This is consistent with how PG&E evaluated sponsor letters of commitment in its Spring and Fall 2020 DAC RFOs for PPAs that were approved in Advice Letter 5996-E.

## 6. Offer Evaluation

PG&E screened offers on a “pass-fail” basis against the following eligibility requirements as described in Section III of the Spring 2021 DAC RFO Protocol. Conforming offers were then evaluated through use of the Least Cost Best Fit (LCBF) criteria, which includes Market Valuation, Transmission Network Upgrade Costs, and Portfolio-Adjusted Value (PAV), as detailed in Section V of PG&E’s pre-approved RFO Protocol.

As explained in the pre-approved RFO Protocol, to meet interconnection eligibility requirements for the RFO, both DAC-GT and CS-GT projects only need to provide evidence of formal communication that an interconnection request has been submitted to

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<sup>3</sup> CPUC Decision 18-06-027, pg. 82.

<sup>4</sup> CPUC Decision 18-06-027, pg. 76



## **B. Standard Contract Terms**

PG&E utilized the pre-approved DAC PPA in the Solicitation. The terms and conditions of the DAC PPA were non-negotiable. All project specific information was provided on the DAC PPA Cover Sheet. The Delivery Term of any executed PPA will be 10, 15, or 20 years, which will commence on the Initial Energy Delivery Date. The PPA requires PG&E's counterparty to submit a project development milestone timeline (Section B in the Cover Sheet of the PPA) upon execution of the PPA and to provide progress reports to PG&E (as outlined in Section 3.9(a)(vii) and 3.9(a)(viii) in the PPA) on the Project's progress towards the achievement of the development milestones until the project begins energy deliveries.

For Projects being offered as fully or partially deliverable, the PPA includes an estimate of when full or partial capacity deliverability status will be attained. Seller is contractually bound by the estimate. If Seller has not achieved full or partial capacity deliverability status consistent with that in the offer by the designated time, then the Seller will be subject to an Event of Default (as outlined in Section 5.1(a)(iii) of the PPA).

The PPA requires a Participant to post collateral, Project Development Security and Delivery Term Security, in the form of cash or letter of credit from a reputable U.S. bank. Under the PPA, the Project Development Security will be retained by PG&E in the event that the Project should fail to come online by the contractual deadline. Delivery Term Security will be held throughout the delivery term.

## **IV. Cost Recovery**

The DAC-GT and CS-GT programs are funded through available Greenhouse Gas allowance proceeds and, if those funds are exhausted, through public purpose funds.<sup>6</sup> PG&E is authorized to recover the net costs of the PPAs through the Public Policy Charge Balancing Account, which includes a DAC-GT subaccount and a CS-GT subaccount.<sup>7</sup> The net costs associated with the PPAs will be net of the market revenues the resources receive in the CAISO markets.<sup>8</sup>

## **V. Request for Commission Approval**

The DAC Standard Power Purchase Agreement's terms and conditions are conditional upon "CPUC Approval," as defined in the DAC PPA. To satisfy that condition concerning the DAC Standard PPA, PG&E requests that the Commission approve the three DAC PPAs through an ED disposition within thirty (30) days of the filing of this Advice Letter.

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<sup>6</sup> DAC-GT Funding Source: D. 18-06-027, pg. 54; CS-GT Funding Source: D. 18-06-027 pg. 85.

<sup>7</sup> See Advice Letter 5351-E, approving the DAC-GT and CS-GT subaccounts in the PPCBA, effective September 6, 2018 as authorized in D.18-06-027, Ordering Paragraphs 14 and 15.

<sup>8</sup> See Advice Letter 5763-E, requesting modification of the DAC-GT and CS-GT subaccounts to harmonize the net cost calculation for the DAC-GT and CS-GT programs.

## **VI. Confidentiality Treatment**

In support of this Advice Letter, PG&E has provided the confidential information listed below. This information is being submitted in the manner directed by D. 08-04-023, including the August 22, 2006, Administrative Law Judge's Ruling adopted by that decision, for complying with D.06-06-066 to demonstrate the confidentiality of the material and to invoke the protection of confidential utility information provided under Public Utilities Code section 454.5(g) of the Investor Owned Utility Matrix, Appendix 1 of D.06-06-066 and Appendix C of D.08-04-023. A separate Declaration Seeking Confidential Treatment is being submitted concurrently with this Advice Letter.

In accordance with GO 96-B, a copy of PG&E's Proposed Protective Order is attached as Appendix F. The confidential version of this Advice Letter will be made available to appropriate parties (in accordance with PG&E's Proposed Protective Order) upon execution of the required non-disclosure certificate. Parties wishing to obtain access to the confidential version of this Advice Letter may contact Brendan Lucker at [bslf@pge.com](mailto:bslf@pge.com) to obtain the Protective Order and non-disclosure certificate.

### **Confidential Appendices**

Appendix A: Power Purchase Agreement between Pacific Gas and Electric and Kings CSG 3 LLC (CS-GT)

Appendix B: Power Purchase Agreement between Pacific Gas and Electric and Jatou LLC (DAC-GT)

Appendix C: Power Purchase Agreement between Pacific Gas and Electric and RPCA 7, LLC (DAC-GT)

Appendix D1: Independent Evaluator (IE) Report (Confidential)

Appendix E: Quantitative Evaluation Results

### **Public Appendices**

Appendix D2: Independent Evaluator Report (Public)

Appendix F: Proposed Protective Order

## **VII. Protests**

Anyone wishing to protest this submittal may do so by letter sent electronically via E-mail, no later than **March 14, 2022**, which is 20 days after the date of this submittal. Protests must be submitted to:

CPUC Energy Division  
ED Tariff Unit  
E-mail: [EDTariffUnit@cpuc.ca.gov](mailto:EDTariffUnit@cpuc.ca.gov)

The protest shall also be electronically sent to PG&E via E-mail at the address shown below on the same date it is electronically delivered to the Commission:

Sidney Bob Dietz II  
Director, Regulatory Relations  
c/o Megan Lawson  
E-mail: [PGETariffs@pge.com](mailto: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).

#### **VIII. Effective Date**

PG&E requests that this Tier 2 advice letter submittal become effective on regular notice, **March 24, 2022**, which is 30 calendar days after the date of submittal

#### **IX. 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.14-07-002, A.16-07-015**. Address changes to the General Order 96-B service list should be directed to PG&E at email address [PGETariffs@pge.com](mailto: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](mailto:Process_Office@cpuc.ca.gov). Send all electronic approvals to [PGETariffs@pge.com](mailto:PGETariffs@pge.com). Advice letter submittals can also be accessed electronically at: <http://www.pge.com/tariffs/>.

/S/

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Sidney Bob Dietz, II  
Director, Regulatory Relations

cc: Service List R.14-07-002, A.16-07-015



# 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 (U 39 E)

Utility type:

- ELC       GAS       WATER  
 PLC       HEAT

Contact Person: Stuart Rubio

Phone #: (415) 973-4587

E-mail: PGETariffs@pge.com

E-mail Disposition Notice to: SHR8@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) #: 6510-E

Tier Designation: 2

Subject of AL: Spring 2021 Solar in Disadvantaged Communities (DAC) Solicitation; Power Purchase Agreements Between PG&E and Selected Counterparties

Keywords (choose from CPUC listing): Compliance

AL Type:  Monthly  Quarterly  Annual  One-Time  Other:

If AL submitted in compliance with a Commission order, indicate relevant Decision/Resolution #: D.18-06-027, D.18-10-007, and Resolution E-4999.

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: N/A

Confidential treatment requested?  Yes  No

If yes, specification of confidential information: See Protective Order, Confidential 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: Brendan Lucker, bs1f@pge.com.

Resolution required?  Yes  No

Requested effective date: 3/24/22

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

California Public Utilities Commission  
Energy Division Tariff Unit Email:  
[EDTariffUnit@cpuc.ca.gov](mailto:EDTariffUnit@cpuc.ca.gov)

Contact Name: Sidnev Bob Dietz II. c/o Megan Lawson  
Title: Director, Regulatory Relations  
Utility/Entity Name: Pacific Gas and Electric Company  
  
Telephone (xxx) xxx-xxxx: (415)973-2093  
Facsimile (xxx) xxx-xxxx:  
Email: PGETariffs@pge.com

Contact Name:  
Title:  
Utility/Entity Name:  
  
Telephone (xxx) xxx-xxxx:  
Facsimile (xxx) xxx-xxxx:  
Email:

CPUC  
Energy Division Tariff Unit  
505 Van Ness Avenue  
San Francisco, CA 94102

Clear Form

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

**PACIFIC GAS AND ELECTRIC COMPANY  
ADVICE LETTER FOR APPROVAL OF CONTRACTS  
RESULTING FROM ITS SPRING 2021 SOLAR IN  
DISADVANTAGED COMMUNITIES (DAC)  
SOLICITATION PURSUANT TO DECISION 18-06-027**

**DECLARATION OF BRENDAN LUCKER  
SEEKING CONFIDENTIAL TREATMENT  
FOR CERTAIN DATA AND INFORMATION  
CONTAINED IN PG&E'S ADVICE LETTER**

I, Brendan Lucker, declare:

1. I am a Manager in the Energy Procurement and Policy Organization at Pacific Gas and Electric Company (PG&E). In this position, I am responsible for 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 the 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 PG&E's Advice Letter pursuant to Decision 18-06-027.
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 D.06-06-066, Appendix 1, and Public Utilities Code §454.5(G). 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 February 22, 2022.

/s/

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Brendan Lucker

**PACIFIC GAS AND ELECTRIC COMPANY (U 39 E)**

**ADVICE LETTER FOR APPROVAL OF CONTRACTS RESULTING FROM ITS  
SPRING 2021 SOLAR IN DISADVANTAGED COMMUNITIES (DAC) SOLICITATION  
PURSUANT TO DECISION 18-06-027**

February 22, 2022

**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>PG&amp;E's Justification for Confidential Treatment</b>	<b>Length of Time</b>
<b>Advice Letter</b>			
<p>Advice Letter 6510-E: Spring 2021 Solar in Disadvantaged Communities (DAC) Solicitation; Power Purchase Agreements Between PG&amp;E and Selected Counterparties (Confidential)</p>	<p>Item VII.B (Contracts and Power Purchase Agreements between utilities and non-Affiliated Third Parties (except RPS));</p> <p>Item VIII. B) Specific quantitative analysis involved in scoring and evaluation of participating bids.</p>	<p>The Advice Letter contains discussion of the specific terms of the executed Solar in Disadvantaged Communities Contracts. All contract terms, except for the terms that are public pursuant to Item VII.B, are confidential.</p> <p>The Advice Letter also contains information on the shortlist, which constitutes the confidential results of bid scoring and evaluation.</p>	<p>Contract documents and terms of contracts are confidential for three years from the date that the contract states that deliveries are to begin, or until one year following expiration, whichever comes first.</p> <p>Information under Item VIII. B is confidential for three years from the date winning contracts are submitted for CPUC approval.</p>
<b>Confidential Appendices</b>			
<p>Appendix A: Power Purchase Agreement between Pacific Gas and Electric and Kings CSG 3, LLC (CS-GT)</p>	<p>Item VII.B (Contracts and Power Purchase Agreements between utilities and non-Affiliated Third Parties (except RPS)).</p>	<p>The terms of the Disadvantaged Communities Power Purchase Agreement presented in this appendix are generally confidential. The terms of this contract that are public pursuant to Item VII. B. are publicly disclosed in PG&amp;E AL 6510-E.</p>	<p>Contract documents and terms of contracts are confidential for three years from the date that the contract states that deliveries are to begin, or until one year following expiration, whichever comes first.</p>

**PACIFIC GAS AND ELECTRIC COMPANY (U 39 E)**

**ADVICE LETTER FOR APPROVAL OF CONTRACTS RESULTING FROM ITS  
SPRING 2021 SOLAR IN DISADVANTAGED COMMUNITIES (DAC) SOLICITATION  
PURSUANT TO DECISION 18-06-027**

February 22, 2022

**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>PG&amp;E's Justification for Confidential Treatment</b>	<b>Length of Time</b>
Appendix B: Power Purchase Agreement between Pacific Gas and Electric and Jatón, LLC (DAC-GT)	Item VII.B (Contracts and Power Purchase Agreements between utilities and non-Affiliated Third Parties (except RPS)).	The terms of the Disadvantaged Communities Power Purchase Agreement presented in this appendix are generally confidential. The terms of this contract that are public pursuant to Item VII. B. are publicly disclosed in PG&E AL 6510-E.	Contract documents and terms of contracts are confidential for three years from the date that the contract states that deliveries are to begin, or until one year following expiration, whichever comes first.
Appendix C: Power Purchase Agreement between Pacific Gas and Electric and RPCA 7, LLC (DAC-GT)	Item VII.B (Contracts and Power Purchase Agreements between utilities and non-Affiliated Third Parties (except RPS)).	The terms of the Disadvantaged Communities Power Purchase Agreement presented in this appendix are generally confidential. The terms of this contract that are public pursuant to Item VII. B. are publicly disclosed in PG&E AL 6510-E.	Contract documents and terms of contracts are confidential for three years from the date that the contract states that deliveries are to begin, or until one year following expiration, whichever comes first.

**PACIFIC GAS AND ELECTRIC COMPANY (U 39 E)**

**ADVICE LETTER FOR APPROVAL OF CONTRACTS RESULTING FROM ITS  
SPRING 2021 SOLAR IN DISADVANTAGED COMMUNITIES (DAC) SOLICITATION  
PURSUANT TO DECISION 18-06-027**

February 22, 2022

**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>PG&amp;E's Justification for Confidential Treatment</b>	<b>Length of Time</b>
Appendix D1: Independent Evaluator (IE) Report (Confidential)	Item VII.B (Contracts and Power Purchase Agreements between utilities and non-Affiliated Third Parties (except RPS));  Item VIII. B) Specific quantitative analysis involved in scoring and evaluation of participating bids.	The IE Report contains extensive discussion of the specific terms of the Disadvantaged Communities Contracts. All contract terms, except for the terms that are public pursuant to Item VII.B, are confidential.  The IE Report also contains information on the shortlist, which constitutes the confidential results of bid scoring and evaluation.	Contract documents and terms of contracts are confidential for three years from the date that the contract states that deliveries are to begin, or until one year following expiration, whichever comes first.  Information under Item VIII. B is confidential for three years from the date winning contracts are submitted for CPUC approval.
Appendix E: Quantitative Evaluation Results	Item VIII. B) Specific quantitative analysis involved in scoring and evaluation of participating bids.	The appendix contains information on the executed agreements, which constitutes the confidential results of bid scoring and evaluation.	Information under Item VIII. B is confidential for three years from the date executed contracts are winning for CPUC approval.

**Confidential Appendix A**

**Power Purchase Agreement**

**between**

**Pacific Gas and Electric**

**and**

**Kings CSG 3, LLC**

**(CS-GT)**

**Confidential Market Sensitive Information**

**Protected Under D.06-06-066**

**Confidential Appendix B**

**Power Purchase Agreement**

**between**

**Pacific Gas and Electric**

**and**

**Jaton, LLC**

**(DAC-GT)**

**Confidential Market Sensitive Information**

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**Confidential Appendix C**

**Power Purchase Agreement**

**between**

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**and**

**RPCA 7, LLC**

**(DAC-GT)**

**Confidential Market Sensitive Information**

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**Confidential Appendix D1**

**Independent Evaluator Report**

**Confidential Market Sensitive**

**Information Protected Under D.06-06-066**

**Confidential Appendix D2**

**Independent Evaluator Report**

**(Public version)**

**Confidential Market Sensitive Information**

**Protected Under D.06-06-066**

ARROYO SECO CONSULTING

PACIFIC GAS AND  
ELECTRIC COMPANY  
SPRING 2021 SOLAR IN  
DISADVANTAGED  
COMMUNITIES  
REQUEST FOR OFFERS

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REPORT OF THE INDEPENDENT  
EVALUATOR ON RENEWABLE ENERGY  
CONTRACTS WITH JATON LLC, KINGS CSG 3  
LLC, AND RPCA SOLAR 7, LLC

FEBRUARY 15, 2022

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# EXECUTIVE SUMMARY

This report provides an independent review of a competitive solicitation that Pacific Gas and Electric Company (PG&E) held in the spring of 2021 to seek contracts with new renewable energy generation projects for its two Solar in Disadvantaged Communities (DAC) programs: DAC-Green Tariff (DAC-GT) and Community Solar Green Tariff (CSGT). These programs promote sales of renewable power from facilities sited within DACs, with an emphasis on serving eligible low-income customers and residents of DACs and on providing bill discounts to eligible customers. PG&E is required to purchase, through power purchase agreements (PPAs) resulting from this Request for Offers (RFO), renewable energy produced by these projects and to market the energy to eligible customers.

An independent evaluator (IE), Arroyo Seco Consulting (Arroyo), conducted activities to review, test, and check PG&E's processes as the utility conducted outreach to renewable power developers, solicited offers, and evaluated and selected offers for DAC contracts. IE activities included reviewing PG&E's solicitation protocols, monitoring the utility team's outreach efforts and results, assessing PG&E's Least-Cost, Best-Fit (LCBF) methodology, analyzing selection decisions, performing independent valuations, assessing the fairness of how the solicitation was administered, and observing negotiations for the three contracts.

The high-level findings of this independent review are that:

- PG&E undertook adequate outreach to the renewable energy sector active in California; the resulting competitive solicitation was not very robust.
- In Arroyo's opinion, the utility's Least-Cost, Best-Fit methodology was designed such that conforming offers were fairly evaluated. Arroyo had one disagreement with PG&E's administration of offer evaluation and selection, but the issue is likely moot.
- PG&E applied project eligibility requirements explicitly stated in the public solicitation protocol to make decisions to reject non-conforming offers.
- In Arroyo's opinion, PG&E's project-specific negotiations of the terms and conditions of contracts with JATON LLC, Kings CSG 3 LLC, and RPCA Solar 7, LLC were handled in a manner that was fair to ratepayers and competitors.
- The three contracts rank as low in market value and high in price when compared to proposals in PG&E's prior Photovoltaic RFO, which accommodated larger projects and facilities sited in other investor-owned utilities' (IOUs') territories. When compared to proposals received in PG&E's prior DAC RFOs, [REDACTED] would rank low in price and moderate in value; [REDACTED] would rank moderate in both price and value, and [REDACTED] would rank high in price and low in value. Arroyo scored all the selected facilities as ranking low in project viability. The facilities rank low in fit with PG&E's supply portfolio and high in PG&E's prior

evaluation criterion of support for RPS goals, with the possible exception of [REDACTED].

- Arroyo's opinion is that the East Cleveland Road Solar contract merits approval by the California Public Utilities Commission (CPUC). [REDACTED]

[REDACTED]

The report details the basis for these findings and opinions, following the RPS 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

Pacific Gas and Electric Company issued a Request for Offers on May 3, 2021, a competitive solicitation for new renewable energy projects qualifying to participate in the utility's two Solar in Disadvantaged Communities programs.

Assembly Bill 327, signed into law in 2013, required the CPUC to develop alternatives to increase adoption of renewable energy in DACs. The CPUC issued Decision 18-06-027 in June 2018 creating programs, including DAC-GT and CSGT, to increase access to solar energy for residents of DACs located within the service territories of the three investor-owned utilities. The Decision ordered the IOUs to file advice letters to create tariffs for the DAC-GT and CSGT programs. The CPUC also issued Decision 18-12-015 that authorized pilot projects intended to provide access to affordable energy, including projects in eight DACs in the San Joaquin Valley (SJV) within PG&E's service territory. Decision 18-06-027 included these SJV pilot program communities as eligible sites for the CSGT program and for eligible CSGT customers.

Resolution E-4999 approved the IOUs' DAC-GT and CSGT tariffs with modifications. In March 2021, PG&E submitted Advice 6127-E with versions of DAC solicitation material and a pro forma PPA that were revised from the versions it employed in its Fall 2020 DAC solicitation. Among other things, the eligibility requirements for projects with respect to developer experience and site control were refined. The CPUC accepted the filing in April 2021.

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

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## A. KEY INDEPENDENT EVALUATOR ROLES AND RESPONSIBILITIES

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To comply with CPUC requirements, PG&E retained Arroyo Seco Consulting to serve as IE for the DAC solicitation, to provide an independent review of the utility's offer evaluation and selection process and the fairness of negotiations of any resulting contracts.

The CPUC has stated its intent for IEs to "separately evaluate and report on the IOU's entire solicitation, evaluation and selection process", in order to "serve as an independent check on the process and final selections."<sup>1</sup> The Energy Division of the CPUC has provided a template to guide how IEs should report on the RPS competitive procurement process, outlining specific issues on which IEs should report:

- Did the IOU do adequate outreach to participants, and was the solicitation robust?

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<sup>1</sup> California Public Utilities Commission Decision 06-05-039, May 25, 2006, Opinion Conditionally Approving Procurement Plans for 2006 RPS Solicitations, Addressing TOD Benchmarking Methodology, page 46.

- Was the IOU’s LCBF methodology designed such that offers were fairly evaluated?
- Was the LCBF offer evaluation process fairly administered?
- Were project-specific negotiations fair?
- Do the contracts merit CPUC approval?

The structure of this report, setting out detailed findings for each of these issues, is organized around the guidance of the template.

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### C. IE ACTIVITIES

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To fulfill the role of evaluating PG&E’s evaluation and selection of offers, several activities were undertaken, both prior to the offer due-date and subsequently. Prior to the offer due date of June 4, 2021, Arroyo performed various tasks:

- Reviewed the solicitation protocol and its attachments including PG&E’s pro forma DAC agreement, site control attestation, workforce development plan attestation, workforce development affidavit, and site control questionnaire and affidavit;
- Attended PG&E’s participants’ webinar on May 12 to evaluate information provided to potential participants, and how that information was distributed;
- Analyzed PG&E’s outreach effort towards potential participants;
- Checked the posting of questions and answers from the participants’ webinar on PG&E’s public website to see whether information that was made available live to conference attendees or bilaterally to potential participants through e-mail correspondence was also provided to other potential participants.

During the period between offer opening and PG&E’s selection of offers for execution, Arroyo’s activities included:

- Participating in opening offers. Arroyo obtained electronic copies of the offer packages from the on-line platform employed for proposal submissions.
- Monitoring PG&E’s evaluation team’s dialogues with participants as it sought to address material deficiencies and to ensure that each offer included sufficient information to complete an evaluation and to minimize the number of offers disqualified as non-conforming.
- Reviewing offers. Arroyo focused on pricing, documentation of site control and project developer experience, and deviations from standard eligibility requirements.
- Employing an independent valuation model to value conforming offers. This serves as a cross-check against PG&E’s LCBF model and a means for ranking an offer against prior solar PV proposals in value. The IE tool used independent inputs and a different methodology than PG&E’s. It was simpler and lacked the granularity

used in the PG&E model. An independent valuation has in the past been helpful for testing the robustness of PG&E team's value ranking of offers using alternate assumptions and different value metrics.

- Attending meetings of PG&E's Procurement Review Group (PRG), presenting independent commentary and observations about the solicitation.

Following the selection of offers, Arroyo monitored the limited contract negotiations as PG&E and the selected counterparties finalized and executed agreements for each of the selected projects.

## 2. ADEQUACY OF OUTREACH TO PARTICIPANTS AND ROBUSTNESS OF THE SOLICITATION

In its Spring 2021 DAC solicitation protocol, PG&E laid out publicly stated goals of procuring 5.2 MW for its CSGT program, the full volume remaining in its program allocation. Its goal for the solicitation for the DAC-GT program was 26.06 MW, also the full volume remaining in that program. This section reports on the degree to which PG&E adequately conducted outreach to elicit sufficient participation in the DAC solicitation process, and the degree to which the resulting solicitation may be judged robust enough to be fully competitive.

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### A. ADEQUATE DISTRIBUTION OF SOLICITATION ANNOUNCEMENTS

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PG&E e-mailed a market notice to a large number of individuals using its generic RFO contact list as the major vehicle for announcing the opening of its DAC solicitation. The utility team has built its RFO contact list over time, both proactively by adding potential participants for different RFOs and reactively by taking individuals' requests to be added to the list. Figure 1 shows a breakdown by industry sector of the contact list employed by PG&E for this solicitation, which has nearly three thousand individual contacts.

The largest segment represented on the list was composed of contacts active in the solar power sector. The second largest segment was comprised of vendors, including equipment hardware vendors and service firms. The third largest segment was made up of consulting firms, with specialties such as electric transmission, water and wastewater quality, public relations and lobbying, environmental permitting, solar resource assessment, composting, and carbon offset credit certification.

Other well-represented sectors included electric and water utilities; wind generation developers; wholesale marketers, brokers, and traders of power, gas, renewable energy credits, and other commodities; engineer, procurement and construction (EPC) contractors; developers and owners of biomass-fueled generation; government agencies; owners and developers of fossil-fueled generation; and entities that facilitate demand-side management or energy efficiency programs. The majority of entities with contacts on the list do not participate directly in developing renewable generation projects and were unlikely to respond directly to the DAC RFO. Eligibility for this solicitation was restricted to solar facilities.

PG&E did not issue a news release to announce the issuance of this DAC solicitation. It is unclear whether use of broad media releases would enhance the robustness of the response to a solicitation for such a highly specialized project need, given that only a portion of the universe of solar energy developers active in the U.S. might be motivated to participate in programs targeted at disadvantaged communities that require smaller-scale solar facilities sited in DACs, vs. much larger projects with greater siting flexibility in general utility renewable solicitations.



Arroyo's opinion is that the solicitation materials generally provided clear direction on how to prepare and submit complete offer packages.

Several offer packages submitted arrived with deficiencies. While most were minor omissions and easily corrected, it suggested that some participants did not fully understand and follow the detailed guidance of the protocol and the outreach webinar presentation. Deficiencies in the initial offer packages included:

- Missing site control documentation (lease options);
- Site control documentation inadequate to show control for full term of PPA; lease option already expired at offer due date;
- Missing certificate of good standing from California Secretary of State's office;
- Inadequate legal description of property for project site;
- Omission of most elements of required project description; missing total project nameplate output;
- Failure to specify commitment to diversity spent target for contracted effort;
- Project generation profile submitted in MWh/month rather than MW/hour; and
- Legal entity submitting offer as counterparty is not certificated to operate as a business in California, despite participant signing attestation that the seller is in good standing.

The number of deficiencies in the offer packages was typical for PG&E's RFOs. These minor omissions and errors were quickly addressed by participants upon notification. As described below, only one offer was initially rejected by PG&E for an uncorrectable deficiency in the package.

Overall, Arroyo believes that PG&E's solicitation materials were concise, given the challenge of detailing the CPUC's requirements for more complex programs that require adherence to guidelines on marketing materials and community interest in contrast to simpler solicitations for wholesale commodity products. Solicitation materials were overall clear, although some participants failed to follow all detailed directions for the proposal packages, leading to minor deficiencies.

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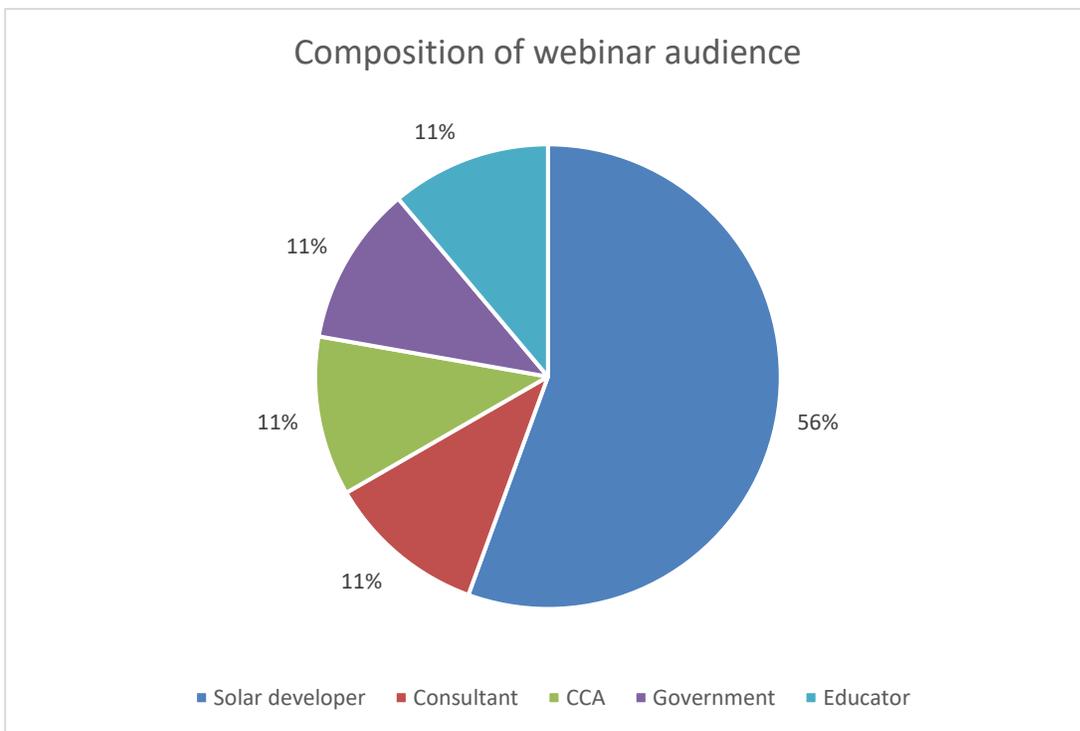
### **C. PG&E'S BIDDERS' CONFERENCE**

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PG&E held a bidders' webinar for potential participants in the DAC solicitation on May 12, 2021. This was a venue for the utility's team to describe important features of the solicitation, such as:

- Eligibility requirements unique to the DAC RFO, including siting within a top 25% disadvantaged census tract or SJV pilot community (for CSGT offers), the required letter of commitment from a community sponsor for CSGT proposals, the required workforce development and job training attestation for CSGT proposals, and a discussion of the SJV pilot program communities.
- Unique features of the DAC agreement, such as the requirement that 25% of a CSGT project must be subscribed by eligible low-income residents before energy deliveries may commence, and that the project demonstrate that it has qualified for a Green-e energy tracking attestation.
- A detailed discussion on how to fill out offer forms and submit complete offers.

Figure 2. Individuals attending bidders' conference



The webinar was modestly attended. This seems reasonable given the small proportion of project developers that have chosen to focus on the disadvantaged communities segment in California at this time, and the higher burden placed upon eligibility and the smaller project size limit for the CSGT program in particular. Figure 2 displays a breakdown of attendees of this RFO’s webinar. Most attendees were in some way affiliated with the companies that ended up participating in the solicitation. Others were entities that do not seem logical to participate in a solicitation seeking new solar projects, such as a Community Choice Aggregator, a high school teacher, and a career and college consultant.

Only a few basic questions were posed to PG&E at the end of the webinar, regarding

- The allowed number of offer variants;
- The offer due date; and
- The maximum offer MW size for CSGT project proposals.

The nature of the questions suggested that the audience had general comprehension of the solicitation process, but that some had not yet closely read the specifics in the solicitation materials in detail, as the protocol covered most of the answers to the specific questions posed. This does not by itself suggest an issue for clarity of the materials related to the topics raised in the webinar presentation.

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#### **D. FEEDBACK FROM PARTICIPANTS ABOUT THE RFO**

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PG&E intends to solicit feedback about this DAC RFO from participants and non-participants, but has not yet collected results from a survey. Highlights of the feedback for its Fall 2020 Solar in Disadvantaged Communities RFO included:

- Most survey respondents agreed that
  - The protocol clearly established requirements for offer eligibility and for submitting an offer package;
  - PG&E adhered to its process as described in solicitation material; and
  - Instructions for the offer package and offer form were clear.
- An incomplete range of responses was received, and no general consensus was provided about
  - Whether PG&E provided clear guidance on interconnection requirements; and
  - Whether the timeline for the solicitation was appropriate;
- Reasons cited by non-participants for not submitting proposals included
  - Their projects in development were not sited in DACs and therefore ineligible; and
  - The CPUC-imposed limits on project size were too small.
- Individual respondents suggested that future DAC solicitations provide
  - Elimination (by the CPUC) of the marketing requirements;
  - Higher limits to the size of projects (this also can only be addressed by the CPUC, not the IOUs);

- More involvement by community sponsors in recruiting subscribers than currently directed by the CPUC;
- A less complicated process to participate in the DAC programs;
- More clarity on what written documentation of completion of an interconnection application should be;
- An easier process for demonstrating that a project site lies within the PG&E service territory;
- Inclusion, at minimum, of a requirement for community workforce training programs in the DAC-GT program, which as currently designed by the CPUC has community benefits removed from the program; and
- Some improvement in the interaction between the interconnection application process and the RFO process, in which deadlines for the former can arrive before contracts are awarded in the latter.

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#### E. ROBUSTNESS OF THE SOLICITATION

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The response to the solicitation was not particularly robust. PG&E initially received DAC-GT offers for [REDACTED] unique projects, with total capacity of [REDACTED] MW, from [REDACTED] participants. This was considerably less than the 26.06 MW of remaining program capacity made available in this RFO as stated under “Solicitation Goals” in PG&E’s protocol.

Similarly, PG&E initially received CSGT offers for [REDACTED] unique projects, with total possible capacity of [REDACTED] MW [REDACTED], from [REDACTED] participants. As described later in this report, [REDACTED] was judged by PG&E to fail to conform to the requirements of the solicitation.

[REDACTED]

PG&E had received [REDACTED] unique DAC-GT project proposals in its Fall 2020 Solar in Disadvantaged Communities solicitation, and [REDACTED] unique CSGT project proposals, totaling [REDACTED] MW for the DAC-GT program and [REDACTED] MW for the CSGT program. The Spring 2021 solicitation was less robust.

In summary, Arroyo’s opinion is that PG&E conducted adequate outreach to developers of new solar projects. The response to this DAC RFO was not particularly robust. The solicitation materials were concise. Arroyo considered the materials to be clear but the basic nature of the questions posed in the participants’ webinar and the number of minor deficiencies embedded in the initial offer packages suggests that some participants did not thoroughly understand the details of the solicitation’s requirements based on the materials.

# 3. FAIRNESS OF OFFER EVALUATION AND SELECTION METHODOLOGY

The key finding of this chapter is that PG&E’s evaluation and selection methodology for its Spring 2021 Solar in Disadvantaged Communities solicitation was designed fairly, overall.

The following discussion identifies principles for evaluating PG&E’s methodology and discusses its strengths and weaknesses.

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## A. PRINCIPLES FOR EVALUATING THE METHODOLOGY

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The Energy Division of the CPUC has usefully suggested a set of principles for evaluating the process used by IOUs for selecting offers in competitive renewable solicitations, within the template intended for use by IEs in reporting. These include:

- There should be no consideration of any information that might indicate whether the participant is an affiliate.
- Procurement targets and objectives were clearly defined in the IOU’s solicitation materials.
- The IOU’s methodology should identify quantitative and qualitative criteria and describe how they will be used to rank offers. These criteria should be applied consistently to all offers.
- The LCBF methodology should evaluate offers in a technology-neutral manner.
- The LCBF methodology should allow for consistent evaluation and comparison of offers of different sizes, in-service dates, and contract length.

Some additional considerations appear relevant to PG&E’s specific situation. Unlike some utilities, PG&E does not rely on weighted-average numerical calculations of scores for evaluation criteria to arrive at a total aggregate score. Instead, the public solicitation protocol cites three criteria of which two are quantitative and one is qualitative. This suggests a few other principles for assessing fairness:

- The methodology should identify how non-valuation measures will be considered; all non-valuation criteria used in selecting offers should be transparent to participants.
- The logic of how non-valuation criteria or preferences are used to reject higher-value offers and select lower-value offers should be applied consistently and without bias.
- The valuation methodology should be reasonably consistent with industry practices.

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## B. STRENGTHS AND WEAKNESSES OF PG&E'S METHODOLOGY

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PG&E's LCBF methodology ("Portfolio-Adjusted Value", or PAV) for RFOs has been revised over the years; its evolution has benefitted from input from IEs and the utility's PRG, and from internal review and incremental improvements. This chapter discusses the methodology and addresses a set of specific issues identified in the Energy Division's template for IE reports.

### 1. CONSISTENCY WITH PROCUREMENT PLAN, PORTFOLIO FIT, PRODUCTS

PG&E's evaluation and selection methodology is consistent with its CPUC-approved 2020 RPS procurement plan. In Arroyo's opinion, PG&E may or may not have incorporated the needs and preferences stated in its RPS procurement plan as approved by the CPUC into its approach as characterized in the solicitation protocol.

- PG&E's 2020 RPS procurement plan stated that the utility would not hold an RPS solicitation in its 2020 solicitation cycle and that PG&E would seek the CPUC's approval to procure any amounts other than those separately required under CPUC-mandated procurement programs such as feed-in tariffs. The plan describes the requirements set by Decision 18-06-027 for the two DAC programs, and anticipates a need to adjust PG&E's view of its renewable net short position based on the outcome of DAC solicitations.
- The RPS procurement plan stated that the utility will minimize the overall cost of renewables over time by, among other things, promoting competitive processes that can encourage price discipline. PG&E's DAC program uses a competitive solicitation procurement process to select proposals ranked based on value.
- PG&E's CPUC-approved 2020 RPS procurement plan describes its procurement evaluation methodology as considering "both market value and the portfolio fit of RPS-eligible resources", and states that its Portfolio Adjusted Value ("PAV") methodology "ensures that the procured renewable energy products provide the best fit for PG&E's portfolio at the least cost". The PAV methodology is described in detail in Appendix I of the 2020 RPS procurement plan. However, the Spring 2021 DAC solicitation protocol does not explicitly state that the utility will use the PAV methodology as the quantitative criterion to evaluate offers, but rather states that "PG&E will evaluate and select eligible Offers based on Least Cost Best Fit ("LCBF") principles". The protocol describes the Net Market Value ("NMV") calculation, and states that "Additionally, the valuation may incorporate Portfolio Adjusted Value ("PAV") into consideration..." In other words, while the CPUC-approved procurement plan characterizes the PAV methodology as PG&E's LCBF approach, the protocol allows for some ambiguity about whether the PG&E team will use NMV or PAV as the quantitative evaluation criterion in the solicitation. The protocol does state that "PG&E may select Projects with the highest PAV up to the solicitation megawatt procurement target", which seems to imply that PAV is still to be used as the metric for evaluation and selection rather than NMV.

PG&E's standard requirements for solicitations for new renewable resources, such as project viability screens, apply to the DAC RFO.

Note that an eligibility requirement regarding interconnection progress for this solicitation differs from PG&E's other RFOs that are similarly based on the Renewable Auction Mechanism process, such as its Regional Renewable Choice (Enhanced Community Renewables) RFO. For this solicitation and the prior Fall 2020 DAC RFO, the proposed project must demonstrate that its interconnection request has been deemed complete, while for other RFOs the project must demonstrate that it has obtained a Phase II interconnection study or its equivalent. The CPUC approved this variance in eligibility requirements in its previous acceptance of PG&E's Advice 5925-E and of Advice 6127-E.

Portfolio Fit. PG&E does not currently use a stand-alone metric for portfolio fit. It takes into account its various preferences for attributes of portfolio fit through adjustments it applies when calculating Portfolio-Adjusted Value. In Arroyo's opinion, PG&E's approved least-cost, best-fit methodology adequately takes into account characteristics related to PG&E's portfolio fit preferences. As stated above, this solicitation's protocol leaves ambiguous whether or not PG&E would employ the PAV methodology.

Preferences and Other Criteria. PG&E did not state preferences in its solicitation protocol. However, the protocol acknowledged that priority would be given to projects sited within top 5% CalEnviroScreen 3.0 census tracts or San Joaquin Valley pilot project communities. It also stated a priority for projects that leverage other government funding or demonstrate support from local climate initiatives, and for projects that provide evidence of support from programs such as Transformative Climate Communities. This prioritization is fully consistent with the directives in Decision 18-06-027 that IOUs "should prioritize projects located in" such top 5% DACs or "San Joaquin Valley pilot communities" and should grant additional priority to projects that leverage other government funding.

## 2. MARKET VALUATION

PG&E's market valuation approach has a number of general strengths including its consistency with industry practice, its rapid turnaround time, its reliance on market price data rather than dispatch model outputs, its neutrality with respect to technologies (as opposed to project characteristics), and its relation to real option pricing. Its weaknesses are the same as other methods that rely on extrapolating market price well beyond a time horizon when liquid market price signals for energy or capacity can reasonably be observed.

Consistency of market valuation. PG&E calculated components of its market valuation methodology in a manner consistent with its protocol and with prior CPUC direction. PG&E has dropped the use of time-of-delivery factors for adjusting prices and received CPUC approval to do so. The methodology incorporates congestion costs, integration costs, and resource adequacy benefits into its calculation.

Arroyo cannot identify any components of costs or revenues that should not have been included in PG&E's valuations of offers. The analysis was, overall, consistent with what was communicated in the solicitation protocol, which referred to the detailed public description of the PAV methodology in Appendix I of PG&E's 2020 RPS procurement plan.

Transmission costs. PG&E’s LCBF methodology includes costs of transmission upgrades in its value calculations. In the description of its methodology in the 2020 RPS procurement plan, PG&E stated that it would use both reliability network upgrades and delivery network upgrades in the calculation of a cost adder as appropriate; the methodology as described relies on input data from interconnection studies. The methodology weighs network upgrade costs against the benefits of RA value in calculating net market value.

Note that the explanation of PG&E’s PAV methodology in Appendix I of its CPUC-approved 2020 RPS procurement plan explicitly states that “If the resource does not have an interconnection study, PG&E may rely on a cost cap for transmission upgrades proposed by the Participant.” Solar developers generally do not propose network upgrades, but interconnection studies conducted by the CAISO or the Participating Transmission Owner (PTO) include analyses that determine whether network upgrades are required to ensure grid reliability when a new resource is interconnected. The point of this element of PAV evaluation is to provide an input to the calculation of transmission adders when no currently applicable interconnection study has been performed and there is no guidance from the CAISO or PTO about how much the reliability upgrades might cost. This language became necessary when PG&E dropped its requirement for eligible DAC projects to have obtained a Phase II or equivalent interconnection study, so that valid proposals might be submitted that omit any information about estimated network upgrade costs.

### 3. EVALUATION OF OFFERS’ PROJECT VIABILITY

PG&E performs a project viability check when evaluating new resources in a DAC solicitation. It uses an approach based on elements of its Renewable Auction Mechanism (RAM): proposals are subjected to a pass/fail screen for project viability using eligibility requirements on dimensions such as interconnection progress, site control, developer experience, safety, and prior commercial experience with PG&E. CSGT proposals are also evaluated against the specific preferences expressed by the CPUC. Arroyo independently scored proposals using the Energy Division’s project viability calculator.

### 4. OTHER EVALUATION CRITERIA

PG&E evaluated Net Market Value and Portfolio-Adjusted Value for eligible offers. It also listed in its solicitation protocol several non-quantitative criteria that could be employed to assess proposals. The list included project viability, credit, safety history, environmental and permitting status, previous adverse commercial relationship with PG&E, supply chain responsibility status, and the prioritizations stated in CPUC guidance for CSGT proposals.

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## **C. FUTURE LCBF METHODOLOGY IMPROVEMENTS**

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PG&E’s least-cost, best-fit methodology has undergone repeated refinement, motivated both by internal choices within the utility, external impetus from the regulator, and suggestions from IEs. Incremental improvements have been made over time; Arroyo anticipates that PG&E will continue to make changes to its Portfolio-Adjusted Value methodology and to its inputs over time.

## 4. FAIRNESS OF ADMINISTERING THE OFFER EVALUATION AND SELECTION PROCESS

This section describes the extent to which PG&E’s administration of its protocol for offer evaluation and selection in its Spring 2021 DAC solicitation was conducted fairly.

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### A. PRINCIPLES USED TO DETERMINE FAIRNESS OF PROCESS

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The Energy Division has suggested a set of principles proposed to guide IEs in determining if an IOU’s administration of its evaluation and selection process was fair:

- Were all offers treated the same regardless of the identity of the bidder?
- Were participants’ questions answered fairly and consistently and the answers made available to all participants?
- Did the utility ask for “clarifications” that provided one participant an advantage over others?
- Was the economic evaluation of the offers fair and consistent?
- Was there a reasonable justification for any fixed parameters that were a part of the IOU’s LCBF methodology (e.g., RMR values; debt equivalence parameters)?
- Were the qualitative and quantitative factors used to evaluate offers fair to all offers?

Some other considerations appear relevant to reviewing PG&E’s administration of its methodology. The use of business judgment in bringing multiple non-valuation criteria to bear on decision-making, rather than a mathematical, objective means of doing so, implies an opportunity to test the fairness of administration using additional principles:

- Were the decisions to reject higher-valued offers because of low scores in criteria or preferences other than market valuation applied consistently across all offers? Were the selections of lower-valued offers in preference to higher-valued ones based on their superior attributes in non-valuation criteria made consistently, or were high-valued offers skipped over unfairly?
- If PG&E did not select the projects that provide the best overall value while meeting the needs of PG&E’s compliance periods, what factors prevented those projects from being selected? Was their rejection based on considerations that were communicated transparently to participants in the solicitation protocol?
- Were the judgments used to create the selection based on evaluation criteria and preferences that were publicly disseminated to participants prior to offer submittal?



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

In Arroyo's opinion, PG&E identified non-conformance of the [REDACTED] in a reasonable manner, overall. [REDACTED]

However, Arroyo also notes that [REDACTED]

- [...] [REDACTED]

[REDACTED]

[REDACTED]

---

<sup>2</sup> [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

In Arroyo's opinion the [REDACTED] also failed to meet the requirements of Decision 18-06-027 and the solicitation protocol, and merited rejection as well.

[REDACTED]

[REDACTED] This facility would be a [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

The solicitation protocol states a project eligibility requirement that [REDACTED]  
[REDACTED] Based on this, Arroyo's opinion is that PG&E's decision to reject the [REDACTED] offer as failing to conform to the requirements of the solicitation was fair and reasonable.<sup>3</sup>

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<sup>3</sup> The protocol also suggests that, prior to the offer deadline, [REDACTED]  
[REDACTED]

[REDACTED] This proposed facility would be a [REDACTED]  
[REDACTED] PG&E deemed the proposal to conform to the requirements of the solicitation, and Arroyo agreed. However, [REDACTED]

[REDACTED]

[REDACTED] failed to conform to the requirements of the solicitation; [REDACTED] Arroyo agreed with PG&E's decision. [REDACTED] failed to meet the minimum project eligibility requirements [REDACTED]

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**D. REASONABLENESS AND FAIRNESS OF PARAMETERS AND INPUTS**

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Parameters and inputs that PG&E used in its evaluation of offers to the DAC solicitation were, for the most part, reasonably and fairly chosen, in Arroyo's opinion. This includes assumptions for market pricing of energy, system RA capacity, flexible capacity, for the value of buyer curtailment options, for the impact of debt equivalence, and for numerous other inputs. PG&E used internal forward curves from [REDACTED] as the basis for valuation.

PG&E has a variety of internal controls in place to ensure that its selection of inputs and parameters are reasonable and fair. The Energy Policy and Procurement organization relies on a separate and independent risk management function for oversight of power market assumptions used in valuation, and on a corporate financial function for oversight on financial assumptions.

PG&E has updated its non-public protocol for this solicitation from prior DAC RFOs. When [REDACTED]





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**G. AFFILIATE PROPOSALS AND BUYOUT OR TURNKEY OFFER**

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PG&E did not solicit offers for utility buy-outs of new projects or for turnkey construction of projects to transfer to utility ownership. No affiliates of PG&E submitted offers so the issue of conflicts of interest in selecting proposals from affiliates did not arise.

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**H. PG&E'S USE OF ADDITIONAL CRITERIA AND ANALYSIS**

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Decision 18-06-027 directed IOUs to prioritize projects “located in top 5 percent DACs or SJV pilot communities” for the CSGT program. [REDACTED]

[REDACTED] PG&E also stated a priority for projects that leverage other government funding or provide evidence of support from local climate initiatives. [REDACTED]

Participants scored offers for qualitative criteria that were described in the solicitation protocol, including supplier responsibility. Among the participants awarded contracts, none were certified Diverse Business Enterprises.

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**I. ANALYSIS OF PG&E'S SELECTION RESULTS**

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This section discusses offer selection and how the solicitation resulted in agreements.

**1. SELECTED OFFERS**

For the DAC-GT program, PG&E selected two conforming offers: one proposed by Wildcat Renewables, LLC<sup>4</sup>, a subsidiary of Renewable Properties, LLC., a San Francisco-based solar developer that was incorporated in 2017, one proposed by JATON LLC, a

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<sup>4</sup> Note that while the offer package stated that Wildcat Renewables, LLC was the participant in the solicitation for East Cleveland Road Solar, Wildcat only submitted a certificate of good standing from the Delaware Secretary of State's office. Wildcat Renewables was not registered in the state of California to do business at the time that offers were due.

California-based solar developer that has primarily pursued IOU contracts awarded through the Enhanced Community Renewables program:

- East Cleveland Road Solar, a 3-MW facility to be sited on farmland about two miles southeast of the census-designated place of El Nido in southern Merced County. [REDACTED]
- Utica Avenue Solar Facility, a 3-MW project to be sited on vacant grazing land about eight miles southeast of Kettleman City, southern Kings County.

[REDACTED]

The one selected conforming CSGT offer was submitted by a project subsidiary of Dimension Energy, LLC an Atlanta-based solar developer:

- Kings CSG 3, a 3-MW facility sited in northern Kings County on agricultural land about six miles southwest of the city of Lemoore. The project site is thirteen miles south of Lanare, a San Joaquin Valley pilot program community, which makes qualifying residents of Lanare eligible to participate in the CSGT program as subscribing customers of Kings CSG 3, being within the required 40 miles.<sup>5</sup> Kings CSG 3 is also about 32 miles northwest of Alpaugh, 39 miles northwest of Allensworth, 39 miles southwest of Seville, and 30 miles southeast of Cantua Creek, these four census-designated places also being SJV pilot program communities and within the radius necessary for their qualifying residents to be eligible to participate in the CSGT program.

Arroyo estimates that the northern border of the Kings CSG 3 project site is about 45 miles from the southern border of the census-designated place of La Vina, another SJV pilot program community. In Arroyo's opinion, because the distance between the La Vina and the project site exceeds the limit of 40 miles set by the CPUC in Decision 18-12-015, the disadvantaged residents of La Vina are ineligible to become subscribers of this project, despite [REDACTED]

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<sup>5</sup> CPUC Resolution E-4999 explicitly directed PG&E to ensure that it allows CSGT projects in the program that are sited within 40 miles of SJV pilot communities that they serve.

<sup>6</sup> [REDACTED]

[REDACTED]

PG&E notified JATON and Wildcat Renewables of their offers' selection on September 1. Dimension Energy was notified of the selection of Kings CSG 3 [REDACTED] on October 1. Each of the three successful participants accepted the selection of their proposals within a few days, meeting PG&E's deadline. PG&E also requested that the participants submit executed power purchase agreements, provide the seven documents listed in the PPA's appendix on Seller Documentation Condition Precedent, and accept the utility's Confidentiality Agreement.

2. DISAGREEMENTS IN EVALUATION PROCESS

Arroyo had one disagreement with PG&E's administration of its least-cost, best-fit valuation methodology.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

• [REDACTED] 7

[REDACTED]

While Arroyo believes that PG&E acted within the latitude granted by the CPUC for a regulated utility to exercise its commercial judgment when making selection and rejection decisions, Arroyo disagreed with this decision. [REDACTED]

[REDACTED]

On that basis, Arroyo's disagreement with PG&E about the conformance of this proposal to the requirements of the CPUC's Decision 18-06-027 is likely moot.

### 3. INDEPENDENT OFFER ANALYSES

Arroyo conducted an independent valuation analysis, using a simpler methodology than PG&E's PAV metric and employing independently derived inputs. Arroyo's and PG&E's rankings of the conforming proposals generally coincided, including [REDACTED]

Arroyo's own review agrees with PG&E's determination that all three developers and three projects meet the key project eligibility requirements of location within eligible disadvantaged communities, developer experience with at least one solar photovoltaic project of comparable capacity, interconnection progress, and site control. [REDACTED]

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<sup>7</sup> CPUC Decision 18-06-027 specified that for CSGT projects "community involvement must be demonstrated by a non-profit community-based organization or local government" sponsoring the project. The [REDACTED] fall into the category of local government. Arroyo doubts whether a community-based organization that is not registered as a domestic non-profit with the California Secretary of State nor as a 501(c)(3) entity with the Internal Revenue Service, or individual residential customers (who are presumably taxable and not tax-exempt) that sign a letter of commitment, actually qualify to be community sponsors based on the specific CPUC guidance in the Decision, and to receive bill credits. The Decision does not elaborate on whether a non-profit organization must be incorporated in good standing with the Secretary of State and have obtained tax-exempt status with the IRS in order to qualify as a community sponsor and receive bill credits. This issue might benefit from further guidance from the regulator.

<sup>8</sup> CPUC Decision 18-06-027, page 76.

[REDACTED]

#### 4. RECTIFYING DEFICIENCIES OF REJECTED OFFERS

As described above, PG&E identified deficiencies in some of the initially submitted offers and notified the participants, who corrected those errors and omissions quickly. The eligibility issue with one offer regarding [REDACTED] could not be rectified. Neither could the eligibility issue [REDACTED]

#### 5. OVERALL FAIRNESS OF ADMINISTRATION

Arroyo's opinion is that PG&E's administration of its least-cost, best-fit methodology to for the DAC solicitation was, overall, fair to participants and their competitors. Overall, PG&E adhered to its public and non-public protocols and acted in a manner consistent with its CPUC-approved RPS procurement plan in evaluating offers. PG&E used its approved Portfolio-Adjusted Valuation methodology. Arroyo believes that the selected offers will provide better overall value to ratepayers than any alternative selections for DAC-GT and CSGT projects.

In Arroyo's opinion, the proposals to this solicitation were treated the same regardless of the identity of the participant. Answers to queries were made available to all potential competitors. Input parameters to PG&E's LCBF methodology were, overall, reasonably justified and consistent with the 2020 RPS procurement plan and internal protocol. [REDACTED]

[REDACTED] PG&E's selection conforms to the needs of the utility's portfolio and RPS requirement given the statutory and regulatory obligations upon the utility to support development of solar projects to serve disadvantaged communities. In Arroyo's opinion, PG&E's administration of its LCBF methodology to evaluate and select proposals was reasonable.

## 5. FAIRNESS OF PROJECT-SPECIFIC NEGOTIATIONS

This chapter provides an independent review of the extent to which PG&E's negotiations with JATON LLC and RPCA Solar 7, LLC for DAC-GT contracts and with Kings CSG 3 for a CSGT contract were conducted fairly. As is the case with other solicitations using the Renewable Auction Mechanism process, terms and conditions of the agreement were largely non-negotiable. Arroyo's opinion is that PG&E's negotiations on contract terms and conditions were conducted in a manner that was fair to competitors.

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### A. 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 the DAC-GT and CSGT contracts.

- Were sellers treated fairly and consistently by PG&E during negotiations? Were all sellers given equitable opportunities to advance proposals towards final PPAs? 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 PPAs distributed equitably across PPAs? Did PG&E's ratepayers take on a materially disproportionate share of risks in some contracts 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 contracts or realizing commercial value from those contracts?
- 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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### B. NEGOTIATIONS BETWEEN PG&E AND JATON LLC

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Terms and conditions in the DAC-GT form agreement were not significantly altered after offers were selected; JATON LLC signed the PPA. Instead, these conversations mostly focused on correcting omissions or errors in the offer package.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

The agreement was executed on December 22, 2021.

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**C. NEGOTIATIONS BETWEEN PG&E AND KINGS CSG 3, LLC**

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Negotiations for the agreement with Kings CSG 3 were minimal. Topics discussed included:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

The agreement was executed on December 29, 2021.

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**D. NEGOTIATIONS BETWEEN PG&E AND WILDCAT RENEWABLES, LLC**

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Negotiations with Wildcat Renewables, LLC for the East Cleveland Road project were minimal. Topics discussed included:

- Counterparty for the power purchase agreement. PG&E asked Wildcat Renewables to clarify what actual entity would be the seller of RPS energy under the contract. Wildcat Renewables acknowledged that, though it had submitted the offer under its own name, the actual seller would be RPCA Solar 7, LLC.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

The agreement with RPCA Solar 7, LLC was executed on December 23, 2021.

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**E. DEGREE OF FAIRNESS OF PROJECT-SPECIFIC NEGOTIATIONS**

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Arroyo did not observe PG&E providing counterparties with non-public information that might have advantaged these sellers against competitors. PG&E did not grant any unique concessions to any individual counterparty in the course of negotiating terms and conditions of the agreement. No counterparty was given any unique opportunities to shift risks or costs towards ratepayers. The pro forma PPA was not materially altered to provide more favorable terms to any of the sellers than prior DAC agreements had.

Overall, Arroyo's opinion is that PG&E's negotiations with the three counterparties were fair to competitors. Fairness to PG&E's ratepayers based on price reasonableness is discussed in the next chapter.

## 6. MERIT FOR CPUC APPROVAL

This chapter provides an independent review of the merits of the DAC-GT and CSGT contracts based on criteria specified in the Energy Division's 2014 RPS IE template.

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### A. CONTRACT SUMMARY

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PG&E executed contracts for RPS-eligible energy, which will primarily be delivered to residential customers in Disadvantaged Communities with a focus on low-income customers within PG&E's service territory.

DAC-GT contracts include:

- The East Cleveland Road PPA has a contract capacity of 3 MW; contract quantity will average 9 GWh/year and contract price will be [REDACTED] over a twenty-year delivery term.
- The Utica Avenue Solar PPA has a contract capacity of 3 MW; contract quantity will average 8 GWh/year and contract price will be [REDACTED] over a twenty-year delivery term.<sup>9</sup>

For the CSGT program, the Kings CSG 3 PPA has a contract capacity of 3 MW; contract quantity will average 8 GWh/year and contract price will [REDACTED] over a twenty-year delivery term.<sup>10</sup>

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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.

#### 1. CONTRACT PRICE AND MARKET VALUATION

Contract Price. When compared to proposals for long-term contracts for renewable energy that were submitted to PG&E's 2017 PV solicitation (the most recent fully robust solicitation for offers from solar generators held by the utility) [REDACTED]

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<sup>9</sup> Note that this project was [REDACTED]

<sup>10</sup> Note that this project was [REDACTED]

[REDACTED] This is not a comparison to a fresh peer group, and the PV RFO included projects in Edison’s territory in the Mojave Desert that had the advantage of higher insolation than the western Central Valley where the selected DAC facilities are sited, and therefore likely had better project economics.

The maximum size of DAC-GT projects was limited to 20 MW by the CPUC directives for Green Tariff/Shared Renewables programs; the maximum size of CSGT projects for PG&E was limited to 4.26 MW by Resolution E-4999. The largest conforming offer submitted in this DAC solicitation was considerably smaller than the smallest project offered to PG&E in the PV RFO. The average project size offered in PG&E’s PV RFO was [REDACTED]. One would expect that solar PV facilities sized at 3 MW in capacity, as the selected DAC projects are, would find it difficult to capture the economies of scale available to much larger projects of the sort that made up the universe of proposals to the PV RFO, and their full costs of production would be higher. Thus, [REDACTED], but this may be in part due to their disadvantage in lack of economies of scale given the CPUC limits on DAC project size.

When compared to conforming offers submitted to PG&E’s prior DAC solicitations, [REDACTED] would rank as [REDACTED] compared to that more analogous peer group, while [REDACTED]

Market Valuation. The three contracts’ net market value [REDACTED], and therefore low, when compared to all offers for renewable energy received in PG&E’s 2017 Photovoltaic RFO, using PG&E’s Portfolio-Adjusted Value metric. [REDACTED] would rank as [REDACTED] when compared to all prior offers to PG&E’s DAC solicitations, while [REDACTED] would rank as [REDACTED] and [REDACTED]

## 2. CONSISTENCY WITH RPS GOALS AND PROCUREMENT PLAN

Procurement plan. PG&E’s approved 2020 RPS 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. In the plan, PG&E discusses implementing the DAC-GT and CSGT programs, though not specifically in the context of a mandate to procure more RPS energy.

PG&E’s procurement plan describes in some detail its Portfolio-Adjusted Value methodology to evaluate which products provide the best fit at least cost; PG&E based its evaluation and selection of the offers on the results of its PAV analysis. Its use of a competitive solicitation to solicit resources for the DAC-GT and CSGT programs is consistent with the plan’s emphasis on promoting competitive processes to minimize the cost impact of renewables.

RPS Goals. PG&E’s 2014 RPS solicitation protocol included an evaluation criterion for a contract’s contribution to RPS goals. One of the sub-criteria was whether a project would provide economic benefits to “communities afflicted with high poverty or unemployment” or high emission levels, which were legislative goals for enacting the state’s RPS program. All of the census tracts in which the three projects are sited are disadvantaged communities by the metrics used by CalEnviroScreen 3.0 and 4.0. Some of the socioeconomic characteristics, based on the U.S Census Bureau’s 2019 American Community Survey (the Census Bureau has not released the 2020 ACS because of the COVID pandemic), of the cities or census-designated places closest to the projects are listed here:

	Median household income	Population below poverty level	Unemployment rate
El Nido	\$45.4	8.6%	20.8%
Kettleman City	\$56.2	28.0%	8.3%
Lemoore Station	\$52.5	8.1%	4.4%
California	\$75.2	13.4%	6.1%

These data suggest that Kettleman City has been afflicted by high poverty. The census estimates of unemployment rate suggest that El Nido has been affected by high levels of unemployment.

The only census-designated place listed here that is characterized by neither high poverty nor high unemployment is Lemoore Station. The parcel on which Kings CSG 3 will be constructed is directly across State Highway 198 from the residential portion of Lemoore Station, which is largely military housing. However, because it is south of the highway, the project is in a different census tract than Lemoore Station, in a geographically large tract that includes Kettleman City and Stratford, so the factors that place the census tract in the top 25 percentile of DAC census tracts are more characteristic of those two communities (18 and 5 miles away from the project site) and the rural population scattered southward across the tract rather than of the Naval Air Station. However, the census tract within which Lemoore Station resides is also disproportionately affected by air pollution, pesticides, and hazardous waste.

Both Kings and Merced Counties are non-attainment zones for the federal PM-2.5 particulate standard and the 8-hour ozone standard (with an “extreme” classification).

Another RPS Goals evaluation sub-criterion in the 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 by electricity from biomass. The new PPAs will not contribute to that goal. A third sub-criterion was to assess the impact of the project on California’s water quality and usage; as solar photovoltaic facilities the projects will likely have a modest impact on water use.

Based on these observations, Arroyo would expect the PPAs to rank high for PG&E's previously defined RPS Goals evaluation criterion, with the possible exception of Kings CSG 3.

### 3. PORTFOLIO FIT

Consistent with its approved 2020 RPS procurement plan, PG&E uses its Portfolio-Adjusted Value methodology to evaluate both market value and portfolio fit. As indicated, the Kings CSC 3 project ranks [REDACTED] against other proposals previously submitted to PG&E's 2017 Photovoltaic Solicitation, [REDACTED] when compared to proposals to PG&E's prior Disadvantaged Communities solicitations.

Arroyo's opinion is that, qualitatively, the fit of the agreements with PG&E's portfolio ranks low. The utility already expects a net long RPS compliance position for much of the contract's term because of its prior procurement activities and because of changes in PG&E's retail load outlook. Contracting for deliveries of even more renewable energy increases PG&E's over-procurement of RPS-eligible energy in the next compliance periods and increases the size of the REC bank that must be carried forward to future periods: costs for these RECs will be expended during the contract's delivery term but the net need for the RECs is projected to develop after 2030, according to PG&E's final 2020 RPS procurement plan.

As solar projects, the facilities' production will peak in midday, when periods of overgeneration and negative market prices seem likeliest to occur. The contracts afford PG&E the option to order unlimited buyer curtailments of output subject to operational constraints, a degree of flexibility that will benefit the utility's ability to manage its portfolio.

### 4. PROJECT VIABILITY

Renewable Properties, LLC, the parent of Wildcat Renewables, LLC, has developed and brought into operation three solar PV projects in northern California under contract with Marin Clean Energy in the CCA's feed-in tariff program. The generation technology that its DAC-GT projects will employ is well-commercialized. [REDACTED]

[REDACTED] Arroyo assigned the East Cleveland Road Solar project a score of [REDACTED], using the Energy Division's project viability calculator. This score ranks Wildcat Renewables' project in the bottom quartile for viability when compared to offers submitted to PG&E's 2017 PV solicitation. It also ranks in the bottom quartile when compared to prior offers submitted to PG&E's DAC solicitations.

JATON LLC is a small corporation that was formed in 2016. One of its two principals has prior experience [REDACTED] JATON previously won a PPA with Southern California Edison for its Sheep Creek Road Solar project, in El Mirage, in Edison's 2018 Enhanced Community Renewables solicitation; JATON subsequently transferred ownership of that facility, as a project entity renamed Phelan Solar LLC, to Catalyze

Holdings LLC, a Colorado-based solar installer. Edison recently reported that the Sheep Creek Road facility has not yet begun construction. [REDACTED] Arroyo assigned the Utica Avenue Solar project a project viability score of [REDACTED]. This ranks the proposal in the bottom quartile among offers submitted to PG&E's 2017 PV solicitation and among prior conforming proposals to PG&E's DAC solicitations.

[REDACTED]

[REDACTED]

Kings CSG 3, LLC is a subsidiary of Dimension Energy, LLC; several members of the management team of the parent had prior experience as managers in SunEdison's commercial and industrial segment and at ForeFront Power. Arroyo assigned the Kings CSG proposal a project viability score of [REDACTED]

[REDACTED]

This score ranks Dimension's project in the bottom quartile among a peer group of offers that were submitted to PG&E's 2017 PV solicitation and among proposals previously submitted to PG&E's DAC solicitations.

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**C. DISCUSSION OF MERIT FOR APPROVAL**

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In Arroyo's opinion, the East Cleveland Road Solar contract merits CPUC approval.

- PG&E used its eligibility requirements directed by the CPUC to judge which offers conformed to the needs of the solicitation. Of the conforming offers, it selected offers for the DAC-GT and CSGT programs based on value ranking using its

CPUC-approved least-cost, best-fit methodology, taking into account the constraint of not exceeding the CPUC-directed program MW caps, and taking into account the project eligibility requirements stated in the public solicitation protocol.

- The selected offers [REDACTED] when compared to a peer group of proposals to PG&E’s 2017 PV solicitation. This likely reflects the greater economies of scale that projects proposed to the PV RFO could realize given that the DAC solicitation imposed comparatively lower maximum offer sizes. When compared to previous conforming proposals submitted to PG&E’s DAC solicitations, [REDACTED]
- Arroyo ranks the contracts qualitatively as low in portfolio fit given PG&E’s excess long position in RPS deliveries. However, the mandated DAC programs require PG&E to take additional RPS volumes, and taking these volumes is consistent with the utility’s CPUC-approved 2020 RPS procurement plan.
- Arroyo ranks all the selected projects as low in project viability when compared to prior proposals submitted to PG&E’s 2017 PV solicitation and to proposals submitted to PG&E’s previous DAC solicitations. [REDACTED]

[REDACTED]

[REDACTED]

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<sup>11</sup> Arroyo notes that the pro forma DAC agreement allows [REDACTED]

[REDACTED]

[REDACTED]

- Most of the contracts will contribute to PG&E’s prior definition of its RPS goals evaluation criterion, such as conferring economic benefits to a community afflicted by poverty, high unemployment, and high emission levels.
- Negotiations for the contracts were handled in a manner that was fair to competitors and to ratepayers, in Arroyo’s opinion.

- Arroyo notes that [REDACTED]

[REDACTED]

On that basis, Arroyo does not offer an opinion on whether the executed CSGT contract merits CPUC approval or not, and defers to the regulator’s judgment.

Based on these observations, Arroyo’s opinion is that the East Cleveland Road Solar contract merits CPUC approval.

**Confidential Appendix E**

**Quantitative Evaluation Results**

**Confidential Market Sensitive Information**

**Protected Under D.06-06-066**

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

Spring 2021 Solar in Disadvantaged )  
Communities (DAC) Solicitation; Power )  
Purchase Agreements Between PG&E and  
Selected Counterparties

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**Advice 6510-E**

**PROTECTIVE ORDER**

1. Scope. This Protective Order shall govern access to and the use in connection with the above-referenced Advice Letter (the “Advice Letter”) of Protected Materials, produced by, or on behalf of, any Disclosing Party.

2. Modification. This Protective Order shall remain in effect until it is modified or terminated by the Commission or the Administrative Law Judge Division (“ALJ Division”). The parties acknowledge that the identity of the parties submitting Protected Materials may differ from time to time. In light of this situation, the parties agree that modifications to this Protective Order may become necessary, and they further agree to work cooperatively to devise and implement such modifications in as timely a manner as possible. Each party governed by this Protective Order has the right to seek changes in it as appropriate from the ALJ Division or the Commission.

3. Definitions

A. The term “Protected Material(s)” means (i) trade secret, market sensitive, or other confidential and/or proprietary information as determined by the Disclosing Party in accordance with the provisions of D.06-06-066 and subsequent decisions, General Order 66-C and 454.5(g), or any other right of confidentiality provided by law, or (ii) any other materials that are made subject to this Protective Order by the ALJ Division, Law and Motion Administrative Law Judge (“Law and Motion ALJ”), Assigned Commissioner, the Commission, or any court or other body

having appropriate authority. Protected Materials also includes memoranda, handwritten notes, spreadsheets, computer files and reports, and any other form of information (including information in electronic form) that copies, discloses, or compiles other Protected Materials or from which such materials may be derived (except that any derivative materials must be separately shown to be confidential). Protected Materials do not include: (i) any information or document contained in the public files of the CPUC or any other state or federal agency, or in any state or federal court; or (ii) any information that is public knowledge, or which becomes public knowledge, other than through disclosure in violation of this Protective Order or any other protective order.

B. The term “redacted” refers to situations in which Protected Materials in a document, whether the document is in paper or electronic form, have been covered, blocked out, or removed. The term “unredacted” refers to situations in which the Protected Materials in a document, whether in paper or electronic form, have not been covered, blocked out, or removed.

C. The term “Disclosing Party” means a party who initially discloses any specified Protected Materials in connection with the Advice Letter.

D. The term “Market Participant” (“MP”) refers to a party that is:

- 1) A person or entity, or an employee of an entity, that engages in the wholesale purchase, sale or marketing of energy or capacity, or the bidding on or purchasing of power plants, or bidding on utility procurement solicitations, or consulting on such matters, subject to the limitations in 3) below.
- 2) A trade association or similar organization, or an employee of such organization,
  - a) whose primary focus in proceedings at the Commission is to advocate for persons/entities that purchase, sell or market energy or capacity at wholesale; bid on, own, or purchase power plants; or bid on utility procurement solicitations; or
  - b) a majority of whose members purchase, sell or market energy or capacity at wholesale; bid on, own, or purchase power plants; or bid on utility procurement solicitations; or
  - c) formed for the purpose of obtaining market sensitive information; or

- d) controlled or primarily funded by a person or entity whose primary purpose is to purchase, sell or market energy or capacity at wholesale; bid on, own, or purchase power plants; or bid on utility procurement solicitations.
- 3) A person or entity that meets the criteria of 1) above is nonetheless not a market participant for purpose of access to market sensitive data unless the person/entity seeking access to market sensitive information has the potential to materially affect the price paid or received for electricity if in possession of such information. An entity will be considered not to have such potential if:
- a) the person or entity's participation in the California electricity market is *de minimis* in nature. In the resource adequacy proceeding (R.05-12-013) it was determined in D.06-06-064 § 3.3.2 that the resource adequacy requirement should be rounded to the nearest megawatt (MW), and load serving entities (LSEs) with local resource adequacy requirements less than 1 MW are not required to make a showing. Therefore, a *de minimis* amount of energy would be less than 1 MW of capacity per year, and/or an equivalent of energy; and/or
  - b) the person or entity has no ability to dictate the price of electricity it purchases or sells because such price is set by a process over which the person or entity has no control, *i.e.*, where the prices for power put to the grid are completely overseen by the Commission, such as subject to a standard offer contract or tariff price. A person or entity that currently has no ability to dictate the price of electricity it purchases or sells under this section, but that will have such ability within one year because its contract is expiring or other circumstances are changing, does not meet this exception; and/or
  - c) the person or entity is a cogenerator that consumes all the power it generates in its own industrial and commercial processes, if it can establish a legitimate need for market sensitive information.

E. A Market Participant's Reviewing Representatives are limited to persons designated by the Market Participant who meet the following criteria:

1. Are outside experts, consultants or attorneys;
2. Are not currently engaged, directly or indirectly, in (a) the purchase, sale, or marketing of electrical energy or capacity or natural gas (or the direct supervision of any employee(s) whose duties include such activities), (b) the bidding on or purchasing of power plants (or the direct supervision of any employee(s) whose duties include such activities), or (c) consulting with or advising

others in connection with any activity set forth in subdivisions (a) or (b) above (or the direct supervision of any employee(s) whose duties include such activities or consulting); and

3. Are not an employee of a market participant.

F. Persons or entities that do not meet the definition of market participant are non-market participants (“NMPs”), and may have access to market sensitive information through their designated Reviewing Representatives. An attorney or consultant that simultaneously represents market participant(s) and non-market participant(s) may not have access to market sensitive data. If, on the other hand, simultaneous representation is of market participant and non-market participant clients involved in completely different types of matters, there should be no bar (although there may be ethical implications of such representation that we do not address here). If, for example, an attorney represents a market participant in matters unrelated to procurement, resource adequacy, RPS, or the wholesale purchase, sale or marketing of energy or capacity, or the bidding on or purchasing of power plants, or bidding on utility procurement solicitations, in a forum other than this Commission, and simultaneously represents a non-market participant in cases related to these topics before the Commission, there should be no bar to the attorney's receipt of market sensitive data (pursuant to a non-disclosure agreement and protective order) in the latter matter. In close cases, the balance should militate to bar simultaneous representation because of the risks it poses.

H. All Reviewing Representatives are required to execute a non-disclosure agreement and are bound by the terms of this Protective Order.

4. Designation of Materials. When submitting materials in connection with the Advice Letter containing Protected Materials, a party shall physically mark such documents on each page (or in the case of non-documentary materials such as computer diskettes, on each item) as “PROTECTED MATERIALS SUBJECT TO PROTECTIVE ORDER,” or with words of similar import as long as one or more of the terms, “Protected Materials,” “Protective Order,” or “General Order No. 66-C” is included in the designation to indicate that the materials in question are protected.

All materials so designated shall be treated as Protected Materials unless and until (a) the designation is withdrawn pursuant to Paragraph 17 hereof, or (b) an ALJ, Commissioner or other Commission representative makes a determination pursuant to Paragraph 4 hereof changing the designation.

All documents containing Protected Materials that are submitted to Commission Staff in connection with the Advice Letter, or filed with the Commission or served, shall be placed in sealed envelopes or otherwise appropriately protected and shall be endorsed to the effect that they are submitted, filed or served under seal pursuant to this Protective Order. Such documents shall be served upon Reviewing Representatives and persons employed by or working on behalf of the state governmental agencies referred to in Paragraph 12 hereof who are eligible and have requested to review such materials. Service upon the persons specified in the foregoing sentence may either be (a) by electronic mail in accordance with the procedures adopted in connection with advice letters, (b) by facsimile, or (c) by overnight mail or messenger service. Whenever service of a document containing Protected Materials is made by overnight mail or messenger service, Commission Staff and/or the ALJ Division, as may be appropriate for purposes of review and disposition of the Advice Letter, shall be served with such document by hand on the date that service is due.

5. Redaction of Documents. Whenever a party submits to Commission Staff, or files, serves or provides in discovery, a document that includes Protected Materials (including but not limited to briefs, testimony, exhibits, and responses to data requests), such party shall also prepare a redacted version of such document. The redacted version shall enable persons familiar with the Advice Letter to determine with reasonable certainty the nature of the data that has been redacted and where the redactions occurred. The redacted version of a document to be submitted or filed shall be served on all persons on the utility's advice letter service list and on any third parties as specified by statute or other Commission order, and the redacted version of a discovery document shall be served on all persons entitled thereto.

6. Selection of Reviewing Representatives. Each MP and NMP selecting a Reviewing Representative shall first identify its proposed Reviewing Representative to the Disclosing Party. An attorney or consultant that simultaneously represents market participant(s) and non-market participant(s) may not have access to market sensitive data, subject to the exception in paragraph 3.F. Any designated Reviewing Representative has a duty to disclose to the Disclosing Party any potential conflict that puts him/her in violation of Decision 06-12-030. A resume or curriculum vitae is reasonable disclosure of such potential conflicts, and should be the default evidence provided in most cases.

7. Access to Protected Materials and Use of Protected Materials. Subject to the terms of this Protective Order, Reviewing Representatives shall be entitled to access to Protected Materials. All other parties in this proceeding shall not be granted access to Protected Materials, but shall instead be limited to reviewing redacted versions of documents. Reviewing Representatives may make copies of Protected Materials, but such copies become Protected Materials. Reviewing Representatives may make notes of Protected Materials, which shall be treated as Notes of Protected Materials if they disclose the contents of Protected Materials. Protected Materials obtained by a party in connection with the Advice Letter may also be requested by that party in a subsequent Commission proceeding, subject to the terms of any protective order governing that subsequent proceeding, without constituting a violation of this order.

8. Maintaining Confidentiality of Protected Materials. Each Reviewing Representative shall treat Protected Materials as confidential in accordance with this Protective Order and the Non-Disclosure Certificate executed pursuant to Paragraph 7 and 8 hereof. Protected Materials shall not be used except as necessary in connection with review and disposition of the Advice Letter, and shall not be disclosed in any manner to any person except (i) Reviewing Representatives who have executed Non-Disclosure Certificates; (ii) Reviewing Representatives' paralegal employees and administrative personnel, such as clerks, secretaries, and word

processors, to the extent necessary to assist the Reviewing Representatives, provided that they shall first ensure that such personnel are familiar with the terms of this Protective Order, and have signed a Non-Disclosure Certificate, (iii) persons employed by or working on behalf of the CEC or other state governmental agencies covered by Paragraph 12. Reviewing Representatives shall adopt suitable measures to maintain the confidentiality of Protected Materials they have obtained pursuant to this Protective Order, and shall treat such Protected Materials in the same manner as they treat their own most highly confidential information. Reviewing Representatives shall be liable for any unauthorized disclosure or use by their paralegal employees or administrative staff. In the event any Reviewing Representative is requested or required by applicable laws or regulations, or in the course of administrative or judicial proceedings (in response to oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any of Protected Materials, they shall immediately inform the Disclosing Party of the request, and the Disclosing Party may, at its sole discretion and cost, direct any challenge or defense against the disclosure requirement, and the Reviewing Representative shall cooperate in good faith with such party either to oppose the disclosure of the Protected Materials consistent with applicable law, or to obtain confidential treatment of them by the person or entity who wishes to receive them prior to any such disclosure. If there are multiple requests for substantially similar Protected Materials in the same case or proceeding where a Reviewing Representative has been ordered to produce certain specific Protected Materials, the Reviewing Representative may, upon request for substantially similar materials by another person or entity, respond in a manner consistent with that order to those substantially similar requests.

9. Exception for California Independent System Operator (ISO). Notwithstanding any other provision of this Protective Order, with respect to an ISO Reviewing Representative only, participation in the ISO's operation of the ISO-controlled grid and in its administration of the ISO-administered markets, including, but not limited to, markets for ancillary services,

supplemental energy, congestion management, and local area reliability services, shall not be deemed to be a violation of this Protective Order.

10. Non-Disclosure Certificates. A Reviewing Representative shall not inspect, participate in discussions regarding, or otherwise be granted access to, Protected Materials unless and until he or she has first completed and executed a Non-Disclosure Certificate, attached hereto as Appendix A, and delivered the original, signed Non-Disclosure Certificate to the Disclosing Party. The Disclosing Party shall retain the executed Non-Disclosure Certificates pertaining to the Protected Materials it has disclosed and shall promptly provide copies of the Non-Disclosure Certificates to Commission Staff upon request.

11. Return or Destruction of Protected Materials. Protected Materials shall remain available to Reviewing Representatives until the later of the date that disposition of the Advice Letter becomes no longer subject to review, or the date that any other Commission proceeding relating to the Protected Material is concluded and no longer subject to judicial review. If requested to do so in writing after that date, the Reviewing Representatives shall, within fifteen days of such request, return the Protected Materials (including Notes of Protected Materials) to the Participant that produced them, or shall destroy the materials, except that copies of materials submitted to the Commission in connection with the Advice Letter that contain Protected Materials, and Notes of Protected Material may be retained, if they are maintained in accordance with Paragraph 8. Within such time period each Reviewing Representative, if requested to do so, shall also submit to the Disclosing Party an affidavit stating that, to the best of its knowledge, all Protected Materials and all Notes of Protected Materials have been returned or have been destroyed or will be maintained in accordance with Paragraph 8. To the extent Protected Materials are not returned or destroyed, they shall remain subject to the Protective Order and CPUC General Order No. 66-C. In the event that a Reviewing Representative to whom Protected Material are disclosed ceases to be engaged to provide services in connection with the Advice Letter, then access to such materials by that person shall be terminated. Even if no

longer engaged in connection with the Advice Letter, every such person shall continue to be bound by the provisions of this Protective Order and the Non-Disclosure Certificate.

12. Access and Use by Governmental Entities.

(a) In the event the CPUC receives a request from the CEC for a copy of or access to any party's Protected Materials, the procedure for handling such requests shall be as follows. Not less than five (5) days after delivering written notice to the Disclosing Party of the request, the CPUC shall release such Protected Materials to the CEC upon receipt from the CEC of an Interagency Information Request and Confidentiality Agreement ("Interagency Confidentiality Agreement"). Such Interagency Confidentiality Agreement shall (i) provide that the CEC will treat the requested Protected Materials as confidential in accordance with this Protective Order, (ii) include an explanation of the purpose for the CEC's request, as well as an explanation of how the request relates to furtherance of the CEC's functions, (iii) be signed by a person authorized to bind the CEC contractually, and (iv) expressly state that furnishing of the requested Protected Materials to employees or representatives of the CEC does not, by itself, make such Protected Materials public. In addition, the Interagency Confidentiality Agreement shall include an express acknowledgment of the CPUC's sole authority (subject to judicial review) to make the determination whether the Protected Materials should remain confidential or be disclosed to the public, notwithstanding any provision to the contrary in the statutes or regulations applicable to the CEC.

(b) In the event the CPUC receives a request for a copy of or access to a party's Protected Materials from a state governmental agency other than the CEC that is authorized to enter into a written agreement sufficient to satisfy the requirements for maintaining confidentiality set forth in Government Code Section 6254.5(e), the CPUC may, not less than five (5) days after giving written notice to the Disclosing Party of the request, release such protected material to the requesting governmental agency, upon receiving from the requesting agency an executed Interagency Confidentiality Agreement that contains the same provisions described in Paragraph 10(a) above.

(c) The CEC may use Protected Materials when needed to fulfill its statutory responsibilities or cooperative agreements with the CPUC. Commission confidentiality designations will be maintained by the CEC in making such assessments, and the CEC will not publish any assessment that directly reveals the data or allows the data submitted by an individual load serving entity (“LSE”) to be “reverse engineered.”

13. Dispute Resolution. All disputes that arise under this Protective Order, including but not limited to alleged violations of this Protective Order and disputes concerning whether materials were properly designated as Protected Materials, shall first attempted to be resolved through meet and confer. If the meet and confer process is unsuccessful, the involved parties may present the dispute for resolution to the ALJ Division.

14. Other Objections to Use or Disclosure. Nothing in this Protective Order shall be construed as limiting the right of a party, the Commission Staff, or a state governmental agency covered by Paragraph 12 from objecting to the use or disclosure of Protected Material on any legal ground, such as relevance or privilege.

15. Remedies. Any violation of this Protective Order shall constitute a violation of an order of the CPUC. Notwithstanding the foregoing, the parties and Commission Staff reserve their rights to pursue any legal or equitable remedies that may be available in the event of an actual or anticipated disclosure of Protected Materials.

16. Withdrawal of Designation. A Disclosing Party may agree at any time to remove the “Protected Materials” designation from any materials of such party if, in its opinion, confidentiality protection is no longer required. In such a case, the Disclosing Party will notify all other parties that the Disclosing Party believes are in possession of such materials of the change of designation.

17. Interpretation. Titles are for convenience only and may not be used to restrict the scope of this Protective Order.

Entered: \_\_\_\_\_  
Administrative Law Judge

Date: \_\_\_\_\_

**APPENDIX A TO PROTECTIVE ORDER**

**BEFORE THE PUBLIC UTILITIES COMMISSION**

**OF THE STATE OF CALIFORNIA**

Spring 2021 Solar in Disadvantaged )  
Communities (DAC) Solicitation; Power )  
Purchase Agreements Between PG&E and )  
Selected Counterparties )

**Advice 6510-E**

**NON-DISCLOSURE CERTIFICATE**

I hereby certify my understanding that access to Protected Materials is provided to me pursuant to the terms and restrictions of the Protective Order in connection with the above referenced Advice Letter, that I have been given a copy of and have read the Protective Order, and that I agree to be bound by it. I understand that the contents of the Protected Materials, any notes or other memoranda, or any other form of information that copies or discloses Protected Materials shall not be disclosed to anyone other than in accordance with that Protective Order. I acknowledge that a violation of this certificate constitutes a violation of an order of California Public Utilities Commission.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Representing: \_\_\_\_\_  
Date: \_\_\_\_\_

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

AT&T  
Albion Power Company

Alta Power Group, LLC  
Anderson & Poole

Atlas ReFuel  
BART

Barkovich & Yap, Inc.  
Braun Blasing Smith Wynne, P.C.  
California Cotton Ginners & Growers Assn  
California Energy Commission

California Hub for Energy Efficiency  
Financing

California Alternative Energy and  
Advanced Transportation Financing  
Authority  
California Public Utilities Commission  
Calpine

Cameron-Daniel, P.C.  
Casner, Steve  
Center for Biological Diversity

Chevron Pipeline and Power  
City of Palo Alto

City of San Jose  
Clean Power Research  
Coast Economic Consulting  
Commercial Energy  
Crossborder Energy  
Crown Road Energy, LLC  
Davis Wright Tremaine LLP  
Day Carter Murphy

Dept of General Services  
Don Pickett & Associates, Inc.  
Douglass & Liddell

East Bay Community Energy Ellison  
Schneider & Harris LLP  
Engineers and Scientists of California

GenOn Energy, Inc.  
Goodin, MacBride, Squeri, Schlotz &  
Ritchie  
Green Power Institute  
Hanna & Morton  
ICF  
International Power Technology

Intertie

Intestate Gas Services, Inc.  
Kelly Group  
Ken Bohn Consulting  
Keyes & Fox LLP  
Leviton Manufacturing Co., Inc.

Los Angeles County Integrated  
Waste Management Task Force  
MRW & Associates  
Manatt Phelps Phillips  
Marin Energy Authority  
McClintock IP  
McKenzie & Associates

Modesto Irrigation District  
NLine Energy, Inc.  
NRG Solar

OnGrid Solar  
Pacific Gas and Electric Company  
Peninsula Clean Energy

Pioneer Community Energy

Public Advocates Office

Redwood Coast Energy Authority  
Regulatory & Cogeneration Service, Inc.  
SCD Energy Solutions  
San Diego Gas & Electric Company

SPURR  
San Francisco Water Power and Sewer  
Sempra Utilities

Sierra Telephone Company, Inc.  
Southern California Edison Company  
Southern California Gas Company  
Spark Energy  
Sun Light & Power  
Sunshine Design  
Tecogen, Inc.  
TerraVerde Renewable Partners  
Tiger Natural Gas, Inc.

TransCanada  
Utility Cost Management  
Utility Power Solutions  
Water and Energy Consulting Wellhead  
Electric Company  
Western Manufactured Housing  
Communities Association (WMA)  
Yep Energy