

December 30, 2025

Advice 7796-E

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

Subject: Request for Approval of a Contract Amendment to Extend the Bioenergy Renewable Auction Mechanism Power Purchase Agreement with Burney Forest Products

Purpose

Pacific Gas and Electric Company (PG&E) files this Tier 3 Advice Letter to request approval of an amendment to its Bioenergy Renewable Auction Mechanism (BioRAM) Power Purchase Agreement (PPA) with Burney Forest Products, A Joint Venture (“Burney”). Consistent with Public Utilities Code Section 8388, as implemented in Resolution E-5376, PG&E includes with this filing:

1. A contract amendment with extended term of a minimum of five years and meeting the requirements of Resolution E-5376;
2. An explanation for why the amendment meets the criteria of Public Utilities Code (PUC) Section 8388;
3. A justification for the reasonableness of the amendment’s terms and conditions;
4. Additional generator facility compliance information required by Resolution E-5376.

Background

The BioRAM program began in 2016 when the Commission, in response to an Emergency Proclamation issued by the Governor, issued Resolution E-4770. The early history of the BioRAM program is provided in PG&E Advice Letter 7745-E, submitted on October 30, 2025, and is incorporated by reference for context here.

The original BioRAM contract between PG&E and Burney was executed and approved in 2020. The Commission then issued Resolution E-5288 in 2023, implementing SB 1109 (Caballero 2022, ch. 364), and ordered PG&E to offer a contract extension to Burney. Resolution E-5288 also included a per se reasonable price benchmark equal to the existing contract price. Negotiations between PG&E and Burney pursuant to Resolution E-5288 resulted in an impasse, as described in Advice Letter 7264-E, filed on May 9, 2024. The Energy Division made that Advice Letter effective via disposition letter on

March 3, 2025, and the Commission subsequently rejected in Resolution E-5410 an appeal by Burney of the Energy Division's disposition.

The California Legislature passed AB 2750 (Gallagher 2024, ch. 575) on August 30, 2024, and Governor Newsom signed it into law on September 25, 2024. The bill amended the BioRAM requirements in Public Utilities Code Sections 399.20.3 and 8388. Specifically, AB 2750 added two paragraphs to subdivision (b) of Section 8388, each of which relates to facilities in "nonattainment" areas under federal clean air law. The Burney facility is not located in such a nonattainment area.

On April 9, 2025, the Commission issued Resolution E-5376 in response to AB 2750. In relevant part, Resolution E-5376 ordered PG&E to again seek to negotiate a BioRAM contract extension with Burney,¹ PG&E's sole BioRAM contract eligible for a further extension under the criteria set forth in Section 8388. Resolution E-5376 includes the same requirements with respect to such contract extension negotiations as the prior Resolution E-5288 in many regards, including a per se reasonableness price benchmark equal to the existing contract price.² As in the past, the Commission authorized a contract extension executed at or below the per se reasonableness price benchmark to be submitted for CPUC approval via Tier 2 Advice Letter. Otherwise, a Tier 3 Advice Letter was required.³ Finally, pursuant to Ordering Paragraph (OP) 8 of Resolution E-5376, if the parties to an existing BioRAM contract were unable to reach agreement on terms for an extension of that contract within 180 days, the IOU was required to submit a Tier 2 Advice Letter within 210 days of the Resolution's issuance explaining the circumstances surrounding that negotiation and declaring an impasse in the negotiation.⁴ The 180-day negotiation period expired on September 30, 2025, and the 210-day deadline under OP 8 expired on October 30, 2025.

Because the parties had not reached agreement on the terms of any amendment to the existing Burney BioRAM contract by September 30, 2025, PG&E submitted Advice Letter 7745-E on October 30, 2025. PG&E notified the Commission and stakeholders in Advice Letter 7745-E that negotiations with Burney were ongoing despite the Resolution's deadline having passed, and PG&E stated that if the parties' negotiations resulted in a definitive agreement to extend the BioRAM agreement, PG&E would file a separate

¹ Resolution E-5376, p. 12 ("Although Advice Letter 7264-E complied with direction from SB 1109 and Resolution E-5288 with its recent negotiations with Burney, we interpret AB 2750 to demonstrate a legislative intent to extend BioRAM PPAs and offer all eligible counterparties new contracts or contract extensions of at least 5 years. We direct the IOUs to pursue extensions with all eligible facilities, including Burney.").

² *Id.* ("[W]e note that in consideration of the Commission's concern for cost containment in balance with the legislative direction for eligible contract extensions, negotiations for such extensions shall incorporate the per se reasonableness price benchmark.").

³ *Id.*, p. 16 (Ordering Paragraphs 6-7).

⁴ *Id.*, p. 17.

Advice Letter seeking approval of the extension agreement, consistent with OPs 6-7 of E-5376.⁵

PG&E and Burney were subsequently successful in negotiating and executing an amendment to extend the existing Burney contract, and therefore this current Advice Letter submits that amendment for review by the Commission.

Discussion

PG&E initially contacted Burney with respect to Resolution E-5376 in late April 2025 and the parties began new contract negotiations on May 12, 2025. Consistent with Section 8388 and Resolution E-5376, PG&E sought an extension of its BioRAM contract with Burney, as more fully described in Confidential Appendix 2. The parties executed an extension amendment on December 17, 2025.

A. Contract Amendment for Five Additional Years of Deliveries

PG&E and Burney executed the attached amendment to the BioRAM PPA to extend the delivery period by an additional five years through October 31, 2032.

The Burney amendment is summarized below:

Project	Technology	Capacity MW	Location	Original Contract Final Delivery Date⁶	Amended Contract Final Delivery Date
Burney Forest Products, a joint Venture	Biomass	29	Burney, CA	10/31/2027	10/31/2032

The negotiation process and key contract terms are further described in Confidential Appendix 2. Confidential Appendices 3 and 4 are the confidential and public versions of the Report of the Independent Evaluator, respectively.

⁵ Advice Letter 7745-E, p. 4.

⁶ See Resolution E-5376, p. 10 (requiring this Advice Letter to include “current end date of existing Power Purchase Agreement (PPAs) with seller”).

B. Applicability of the Per Se Reasonableness Price Benchmark

Resolution E-5376 states the following with respect to a “per se reasonableness benchmark”:

Pacific Gas and Electric Company, Southern California Edison Company and San Diego Gas & Electric Company are ordered to request CPUC approval via Tier 3 Advice Letters instead of a Tier 2 Advice Letters if they execute a new or amended biomass contract pursuant to this Resolution and the price of that contract or amendment is higher than the per se reasonableness benchmark, which is set here as the price of the current contract between that buyer and seller of the existing BioRAM contract.⁷

The extension Amendment executed between PG&E and Burney would establish a price above the per se reasonableness benchmark. In Confidential Appendix 2, PG&E discusses why an extension price above the benchmark is reasonable in this instance. As required by the Resolution, PG&E is submitting the request for review of the Amendment as a Tier 3 Advice letter.

C. Consistency with Public Utilities Code Section 8388

Public Utilities Code Section 8388, as amended most recently by AB 2750, states:

(a) An electrical corporation, local publicly owned electric utility, or community choice aggregator with a contract to procure electricity generated from biomass pursuant to Section 399.20.3, commission Resolution E-4770 (March 17, 2016), or commission Resolution E-4805 (October 13, 2016), and which expires or expired on or before December 31, 2028, shall seek to amend the contract to include, or seek approval for a new contract that includes, an expiration date five years later than the expiration date in the contract that was operative in 2022 if the contract extension follows the feedstock requirement of subdivision (b) of Section 399.20.3.

(b) (1) Except as provided in paragraph (2), subdivision (a) does not apply to a facility located in a federal severe or extreme nonattainment area for particulate matter or ozone.

(2) Notwithstanding paragraph (1), subdivision (a) applies to a facility in an area that voluntarily opts for severe or extreme nonattainment status but the air district has determined that the continued operation of the facility does not impede the air district’s ability to meet its applicable attainment deadline.

⁷ Resolution E-5376, OP 7.

(3) A contract between an electrical corporation, local publicly owned electric utility, or community choice aggregator and a biomass generator that is located in the Sacramento federal ozone nonattainment area shall not be extended unless the biomass generator first obtains a letter or certificate from the air district with jurisdiction over the biomass generator that states that the Sacramento federal ozone nonattainment area voluntarily opted to be classified in one or more federal standards in a severe or extreme nonattainment zone and that the continued operation of the facility does not impede the air district's ability to meet its applicable requirements.

The BioRAM PPA with Burney is eligible for extension under Public Utilities Code Section 8388 for the following reasons:

- (i) The existing BioRAM PPA was in effect during the 2022 calendar year, and expiration of the delivery term is October 31, 2027, which is prior to December 31, 2028;
- (ii) The feedstock requirement in the current Burney BioRAM PPA, which complies with Section 399.20.3(b), would also apply during the extension period; and
- (iii) The Burney project is located in Shasta County, CA, which is not in a federal severe or extreme nonattainment area for particulate matter and ozone.⁸

D. Compliance with Emissions Limits

Public Utilities Code Section 399.20.3(j) provides:

For purposes of [the BioRAM program required by Section 399.20.3], any incremental procurement of electricity products from bioenergy resources by a new contract or contract extension of five years or longer in duration shall be from a resource that meets emission limits equivalent to, or more stringent than, the applicable best available retrofit control technology, as determined by the local air pollution control district or air quality management district. The determination shall be made before the start of the operating period under the new contract or contract extension.

This requirement is reiterated in Resolution E-5376 and made specifically applicable to any amendments to existing BioRAM contracts.⁹

⁸ This statement also satisfies the requirement in Resolution E-5376, p. 10, that this Advice Letter include "whether or not the facility is located in a federal severe or extreme nonattainment area for particulate matter or ozone."

⁹ Resolution E-5376, p. 9, fn. 12.

Per the certification in Appendix 6, the Shasta County Air Quality Management District reviewed Best Available Retrofit Control Technology (BARCT) requirements for the Burney facility, and it determined that this facility meets emissions limits as required in recent BARCT determinations made for similar wood-fired biomass operations.

E. Summary of the Burney's Compliance with Air Quality District Requirements

Resolution E-5376 requires that an Advice Letter seeking amendment of an existing BioRAM contract include a “summary of the facility’s compliance with air quality district requirements within the prior contract term.”¹⁰ While some of these prior reports identify minor compliance issues, to PG&E’s knowledge these issues have not been significant or ongoing.

Please refer to the informational Advice Letters submitted previously regarding the facility’s compliance with air pollution control requirements during the prior and current contract terms, as listed in the following table:

Advice Letter No	Advice Letter Filing Date	Link to Advice Letter
5570-E	6/21/2019	ELEC 5570-E.pdf (pge.com)
5724-E	12/20/2019	ELEC 5724-E.pdf (pge.com)
5858-E	6/22/2020	ELEC 5858-E.pdf (pge.com)
6027-E	12/21/2020	ELEC 6027-E.pdf (pge.com)
6234-E	6/21/2021	ELEC 6234-E.pdf (pge.com)
6442-E	12/21/2021	ELEC 6442-E.pdf (pge.com)
6626-E, 6626-E-A	6/21/2022	ELEC 6626-E.pdf (pge.com) ELEC 6626-E-A.pdf (pge.com)
6672-E	8/5/2022	ELEC 6672-E.pdf (pge.com)
6796-E	12/21/2022	ELEC 6796-E.pdf (pge.com)
6966-E	6/20/2023	ELEC 6966-E.pdf (pge.com)
7111-E	12/21/2023	ELEC 7111-E.pdf (pge.com)
7302-E	6/21/2024	ELEC 7302-E.pdf (pge.com)
7462-E	12/20/2024	ELEC 7462-E.pdf (pge.com)
7624-E	6/20/2025	ELEC 7624-E.pdf (pge.com)
7788-E	12/19/2025	ELEC 7788-E.pdf (pge.com)

F. Emissions Performance Standard Compliance

In D.07-01-039, the Commission adopted an Emission Performance Standard (“EPS”) that applies to contracts for a term of five or more years for baseload generation with an

¹⁰ *Id.*, p. 10.

annualized plant capacity factor of at least sixty (60) percent. The Burney Amendment complies with the EPS because it is an existing biomass facility covered by Conclusion of Law 35(d) of D.07-01-039.

G. Information Regarding the Facility's OSHA and Water District Reportable Incidents, Citations or Violations

Over the past 5 years, the Burney facility has had 3 reportable OSHA incidents but did not receive citations or violations. The Project had 3 violations related to Water District requirements over the last 5 years. For additional information, please refer to Appendix 5, Seller Attestation.

H. Procurement Review Group Participation

PG&E's Procurement Review Group (PRG) includes representatives from: California Public Utilities Commission's Energy Division and the Public Advocates Office, Coalition of California Utility Employees (CUE), Coast Economic Consulting, The Utility Reform Network (TURN), and EarthJustice. PG&E reviewed the contract amendment with its PRG via e-mail on December 10, 2025.

I. Independent Evaluator

An independent evaluator (IE), Arroyo Seco Consulting (Arroyo), monitored and reviewed PG&E's negotiations for a contract extension with Burney. The attached IE report finds that the Amendment merits CPUC approval. The detailed findings of the IE regarding the Amendment are contained in Confidential Appendix 3. Please see Appendix 4 for the public version of the IE report.

Requested Relief

PG&E respectfully requests that the Commission issue a Resolution to dispose of this Advice Letter and include the following findings:

- (i) The contract amendment, including payments to Burney, is reasonable subject to CPUC review of PG&E's administration of the contract amendment;
- (ii) The contract amendment is consistent with Public Utilities Code Section 8388;
- (iii) The procurement from this contract amendment is expected to be categorized as the portfolio content category specified in Public Utilities Code Section 399.16 (b)(1)(A);
- (iv) The Burney BioRAM contract, as amended, will continue to meet the Emissions Performance Standard;

- (v) All procurement and administrative costs associated with the BioRAM contract are recoverable in rates;
- (vi) Payments made pursuant to the contract amendment shall continue to be recovered through the Tree Mortality Non-Bypassable Charge, as provided in Commission Decision 18-12-003.

Attachments

With this Advice Letter, PG&E includes the following Appendices:

- Appendix 1 – Amendment to Power Purchase Agreement & Bioenergy Procurement Rider (Confidential)
- Appendix 2 - PG&E Summary of Contract Negotiations and Valuation (Confidential)
- Appendix 3– Independent Evaluator Report (Confidential)
- Appendix 4 – Independent Evaluator Report (Redacted/Public)
- Appendix 5 – Burney Attestation Regarding OSHA and Water District Compliance
- Appendix 6 – Shasta County Air District Letter- BARCT Compliance
- Appendix 7 – PG&E's Proposed Protective Order

Confidentiality

In support of this Advice Letter, PG&E has included confidential information in Appendices 1, 2, and 3, including confidential contracts, contract terms, details of negotiations and valuations including PG&E's internal pricing curves. This information is being submitted in the manner directed by D.08-04-023 to demonstrate the confidentiality of material and to invoke the protection of confidential utility information provided under either the terms of the IOU Matrix, Appendix 1 of D.06-06-066 and Appendix 4 of D.08-04-023, or Public Utilities Code section 454.5(g). A separate Declaration Seeking Confidential Treatment is being filed concurrently with this Advice Letter. In accordance with GO 96-B, a copy of PG&E's Proposed Protective Order is attached as Appendix 7. 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 Mia.Berrios@pge.com to obtain the Protective Order and non-disclosure certificate.

Protests

Anyone wishing to protest this submittal may do so by letter sent electronically via E-mail, no later than January 20, 2026, which is 21 days¹¹ after the date of this submittal. Protests must be submitted to:

CPUC Energy Division
ED Tariff Unit
E-mail: 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

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 and e-mail address of the protestant; and statement that the protest was sent to the utility no later than the day on which the protest was submitted to the reviewing Industry Division (General Order 96-B, Section 3.11).

Effective Date

Pursuant to General Order (GO) 96-B, Rule 5.3, and OP 7 of Resolution E-5376, this Advice Letter is submitted with a Tier 3 designation. PG&E requests that this Tier 3 advice submittal become effective upon Commission approval.

Notice

In accordance with General Order 96-B, Section IV, a copy of this Advice Letter is being sent electronically to parties shown on the attached list and the parties on the service list for R.18-07-003. Address changes to the General Order 96-B service list should be directed to PG&E at email address PGETariffs@pge.com. For changes to any other service list, please contact the Commission's Process Office at (415) 703-2021 or at

¹¹ The 20-day protest period concludes on a holiday; therefore, PG&E is moving this date to the following business day.



ADVICE LETTER SUMMARY

ENERGY UTILITY



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

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

Utility type:

- ELC GAS WATER
 PLC HEAT

Contact Person: Kimberly Loo
 Phone #: (279)789-6209
 E-mail: PGETariffs@pge.com
 E-mail Disposition Notice to: Kimberly.Loo@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) #: 7796-E

Tier Designation: 3

Subject of AL: Request for Approval of a Contract Amendment to Extend the Bioenergy Renewable Auction Mechanism Power Purchase Agreement with Burney Forest Products

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 #: E-5376

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

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

Confidential treatment requested? Yes No

If yes, specification of confidential information: See Confidentiality Declaration
 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: PGETariffs@pge.com

Resolution required? Yes No

Requested effective date: No. of tariff sheets: N/A

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

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

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

Tariff schedules affected:

Service affected and changes proposed¹: N/A

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

¹Discuss in AL if more space is needed.

Protests and 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

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:
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
REQUEST FOR APPROVAL OF A CONTRACT AMENDMENT TO EXTEND THE
BIOENERGY RENEWABLE AUCTION MECHANISM POWER PURCHASE
AGREEMENT WITH BURNEY FOREST PRODUCTS
DECLARATION OF MARK MURANISHI
SEEKING CONFIDENTIAL TREATMENT FOR CERTAIN DATA AND
INFORMATION CONTAINED IN PG&E'S ADVICE LETTER 7796-E**

I, Mark Muranishi, declare:

1. I am the Director of the Structured Energy Transactions Department 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, D. 21-11-029, and relevant Commission rules, I make this declaration seeking confidential treatment for certain data and information contained in PG&E's Advice Letter 7796-E, PG&E'S Request For Approval of a Contract Amendment to Extend the Bioenergy Renewable Auction Mechanism Power Purchase Agreement With Burney Forest Products.
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, D. 22-11-029, 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 December 24, 2025 at Oakland, California.

/s/

Mark Muranishi

PACIFIC GAS AND ELECTRIC COMPANY (U 39 E)
Tier 3 ADVICE LETTER 7796-E
December 30, 2025

IDENTIFICATION OF CONFIDENTIAL INFORMATION

Redaction Reference	Category from D.06-06-066, Appendix 1, as modified by D. 21-11-029, or Separate Confidentiality Order That Data Corresponds To	Justification for Confidential Treatment	Length of Time
Attachment 1: Executed Burney BioRAM Extension Amendment Confidential	Item VII(G): Renewable Resource Contracts under RPS program - Contracts without SEPs PUC Section 454.5(g)	This attachment contains PG&E's confidential amendment to the BioRAM Power Purchase Agreement and BioRAM Rider with Burney Forest Products. If released publicly, this information would provide valuable market sensitive information to market participants, could be damaging to future PG&E contract negotiations and ultimately detrimental to PG&E's customers, and could create a disincentive to do business with PG&E and other regulated utilities. Therefore, this information should remain confidential.	VII(G): three years, or until one year following expiration, whichever comes first. Section 454.5(g): Indefinite
Attachment 2: PG&E Summary of Contract Negotiations and Valuation Confidential	Item VII(H): Score sheets, analyses, evaluations of proposed RPS projects Item VII(G): Renewable Resource Contracts under RPS program - Contracts without SEPs Item VIII(A): Bid Information PUC Section 454.5(g)	This attachment details confidential negotiations between PG&E and Burney Forest Products, and includes PG&E's valuation of offers. This attachment also contains confidential bid information from active PG&E solicitations. If released publicly, this information would provide valuable market sensitive information to market participants, could be damaging to future PG&E contract negotiations and ultimately detrimental to PG&E's customers, and could create a disincentive to do business with PG&E and other regulated utilities. Therefore, this information should remain confidential.	II(H): Three years VII(G): three years, or until one year following expiration, whichever comes first. VIII(A): public after final contracts submitted to CPUC for approval Section 454.5(g): Indefinite
Appendix 3: Confidential Independent Evaluator Report Confidential Version	Item VII(H): Score sheets, analyses, evaluations of proposed RPS projects	This appendix contains the confidential IE report, which discusses, analyzes and/or evaluates terms of an amendment to the BioRAM Agreement and confidential negotiations between PG&E and Burney Forest Products. If released publicly, this information would provide valuable market sensitive information to market participants, could be damaging to future PG&E contract negotiations and ultimately detrimental to PG&E's customers, and could create a disincentive to do business with PG&E and other regulated utilities.	II(H): Three years VII(G): three years, or until one year following expiration, whichever comes first.

PACIFIC GAS AND ELECTRIC COMPANY (U 39 E)
Tier 3 ADVICE LETTER 7796-E
December 30, 2025

IDENTIFICATION OF CONFIDENTIAL INFORMATION

Redaction Reference	Category from D.06-06-066, Appendix 1, as modified by D. 21-11-029, or Separate Confidentiality Order That Data Corresponds To	Justification for Confidential Treatment	Length of Time
	<p>Item VII(G): Renewable Resource Contracts under RPS program - Contracts without SEPs</p> <p>PUC Section 454.5(g)</p>	<p>Therefore, this information should remain confidential.</p>	<p>Section 454.5(g): Indefinite</p>

Appendix 1

Amendment to Power Purchase Agreement & Bioenergy Procurement Rider

(Confidential)

Appendix 2

PG&E Summary of Contract Negotiations and Valuation

(Confidential)

Appendix 3

Independent Evaluator Report

(Confidential)

Appendix 4

Independent Evaluator Report

(Redacted/Public)

ARROYO SECO CONSULTING

PACIFIC GAS AND
ELECTRIC COMPANY:
BIORAM CONTRACT
EXTENSION

REPORT OF THE INDEPENDENT
EVALUATOR ON AN AMENDMENT TO AN
AGREEMENT WITH BURNEY FOREST
PRODUCTS

DECEMBER 22, 2025

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EXECUTIVE SUMMARY

This report provides an independent review of the process by which the Pacific Gas and Electric Company (“PG&E”) evaluated, negotiated, and executed an amendment to extend the delivery term of an existing agreement with Burney Forest Products, a Joint Venture (“BFP”), for energy generated using biofuel sourced primarily from designated High Hazard Zones (“HHZs”). The negotiations were pursued by PG&E to comply with the California Public Utility Commission’s (“CPUC’s”) Resolution E-5376, which implements legislative directives of Assembly Bill 2750. Among other things, the Resolution directs large Investor-Owned Utilities (“IOUs”) to execute new or amend existing Bioenergy Renewable Auction Mechanism (“BioRAM”) contracts with eligible sellers or to state that the parties were unable to reach agreement on terms within 180 days of the effective date of the Resolution. The new or amended contracts are to have termination dates at least five years later than the current BioRAM agreements.

An independent evaluator (“IE”), Arroyo Seco Consulting (“Arroyo”), conducted a range of activities to review and check PG&E’s processes as the utility conducted outreach to owners of biomass-fueled power plants that are eligible under Resolution E-5376 for contract extensions. Activities included assessing the fairness of PG&E’s evaluation methodology and observing the parties’ negotiations for the amendment.

Findings of this independent review are that

- PG&E’s outreach to eligible sellers to extend their BioRAM agreements as directed by Resolution E-5376 was adequate.
- PG&E offered negotiations to BFP to extend its existing agreement pursuant to the Resolution. The parties did not reach agreement on terms within 180 days of the effective date of the Resolution. However, continued discussions led to agreement on terms and to an executed contract amendment for a five-year extension of the existing BioRAM agreement’s delivery term.
- The amendment price ranks as very high compared to alternative resources currently available to PG&E through competitive solicitations. It does not meet the per se reasonableness benchmark set by the CPUC in Resolution E-5376. However, Arroyo’s opinion is that the amendment price is reasonable within the context of the California market when comparing it to relevant peer groups for biomass-fueled energy and for baseload energy.
- When compared to competing alternatives for Greenhouse Gas-Free generation currently available to the utility, PG&E’s market valuation of the amendment ranks it as moderate in Portfolio-Adjusted Value. PG&E’s quantitative valuation methodology was designed to evaluate proposed contracts fairly and was fairly administered for this project. PG&E did not use non-quantitative evaluation criteria in reviewing the BFP amendment.

- The project viability of BFP's facility ranks high, and the contract extension will allow the operation of the BFP facility to continue to support public policy goals for public safety with respect to tree mortality and wildfire risk mitigation. Continued operation of the facility will provide economic benefits to a community characterized by low income and high unemployment, and will support the goals of Executive Order S-06-06.
- Arroyo's qualitative assessment of the portfolio fit of the BFP amendment suggests that it ranks as moderate.
- PG&E's conduct of contract-specific negotiations with BFP for the five-year extension was fair to ratepayers and to competitors, in Arroyo's opinion.
- In Arroyo's opinion, the negotiations were less than fully fair to BFP in the context of analogous prior negotiations that PG&E has conducted with biomass-fueled generators for power purchase agreements. That being said, any economic harm to BFP from operating under the amendment's terms during the extension delivery term would correspond to economic benefits to ratepayers, and BFP agreed to the amendment terms on its own volition.
- Arroyo's opinion is that the contract amendment merits CPUC approval.

The report details the basis for these findings, following the 2024 version of the RPS Solicitation Shortlist Report Template provided by the Energy Division of the CPUC. The public version of this report has had confidential information redacted.

1. ROLE OF THE INDEPENDENT EVALUATOR

The Governor issued an Emergency Proclamation on October 1, 2015 to respond to widespread drought and tree mortality in forests across California which have heightened risks of wildfire and hazards to public safety from falling trees. It included directives to the CPUC to ensure that existing contracts with forest bioenergy facilities could be extended and new contracts could be executed. It directed the Department of Forestry and Fire Protection (“CalFire”) and other state agencies to identify High Hazard Zones. The CPUC issued Resolution E-4770 on March 17, 2016, which directed the investor-owned utilities (“IOUs”) to conduct solicitations seeking to contract with generation facilities burning biofuel from HHZs, using the Renewable Auction Mechanism (“RAM”) mechanism and standard agreement. Note that the drought emergency was ended by the State in 2017 but the tree mortality emergency has not been formally terminated.

The CPUC directed each IOU to develop a bioenergy-specific rider to the standard RAM contract with contract requirements designed to achieve the goals of the Emergency Proclamation and Resolution E-4770. PG&E held a BioRAM solicitation in 2016, which resulted in an award of a five-year contract to Burney Forest Products. The CPUC approved the current BFP contract in December 2016, and the facility commenced deliveries of RPS-eligible energy primarily sourced from HHZ-derived fuel in November 2017. (Note that Decision 18-12-003 subsequently determined that deliveries from BioRAM agreements will not be used for RPS compliance by the IOU.)

Senate Bill 901 was enacted into law in 2018; among other things it required IOUs to seek to extend BioRAM agreements with facilities in operation in 2018 if the agreements were scheduled to expire by the end of 2023. The CPUC issued Resolution E-4977 at the end of January 2019 to implement SB901. The Resolution specified that investor-owned utilities (IOUs) must “offer contract negotiations to all eligible sellers and make all reasonable efforts to execute new or amended contracts that extend contract term lengths by up to five years”.¹ PG&E entered negotiations with BFP that resulted in a new five-year BioRAM agreement signed in May 2020, for deliveries starting in November 2022 and terminating in late 2027; the CPUC approved that new agreement in July 2020.

Senate Bill 1109 was enacted into law in 2022. It required IOUs to seek to extend by at least another five years any BioRAM agreements with facilities in operation in 2022 whose contracts expire before the end of 2028, with specific limitations regarding non-attainment zones for ozone or particulate matter. To implement SB1109, the CPUC issued Resolution E-5288 in October 2023. Pursuant to the requirements of that Resolution, PG&E entered negotiations with BFP starting in November 2023 and continuing through April 2024; however, these discussions failed to result in agreement on terms for an extension, as reported in PG&E’s Advice 7264-E. Arroyo submitted an IE report with that filing

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

providing an opinion that PG&E made reasonable efforts to negotiate an amendment to the existing BioRAM agreement.

Assembly Bill 2750 was enacted into law in 2024. It required IOUs to seek to extend BioRAM agreements with facilities whose contracts expire before the end of 2028 by at least another five years, with specific limitations regarding non-attainment zones for ozone or particulate matter. To implement AB 2750, the CPUC issued Resolution E-5376 in April 2025. Pursuant to the requirements of that Resolution, PG&E entered negotiations with BFP in May 2025.

Resolution E-5376 required IOUs to file a Tier 2 advice letter if negotiations failed to result in agreement on a contract extension within 180 days of the effective date of the Resolution. In the case of PG&E and BFP, negotiations had not resulted in agreement on terms by that date so PG&E filed Advice 7745-E on October 30, 2025 reporting that the parties were unable to agree on terms by September 30, but that negotiations were ongoing. Arroyo submitted an IE report with that filing with an opinion that PG&E made all reasonable efforts to negotiate an amendment. This report reports on the executed contract extension that resulted from the negotiations that continued after October.

This chapter describes key roles of the IE and details activities undertaken by Arroyo to fulfill those roles for PG&E's and Burney Forest Products' contract extension.

A. KEY INDEPENDENT EVALUATOR ROLES AND RESPONSIBILITIES

The CPUC first required an independent evaluator to participate in competitive solicitations for utility power procurement in its Decision 04-12-048. It required an IE when Participants in a competitive procurement solicitation include affiliates of IOUs, IOU-built projects, or IOU-turnkey projects. Decision 06-05-039 expanded requirements, ordering use of an IE to evaluate and report on the entire solicitation, evaluation, and selection process for the 2006 RPS RFO and future competitive solicitations. This was intended to increase the fairness and transparency of the Offer selection process. Decision 09-06-050 further expanded the requirement to require an IE to report on long-term RPS contracts that are bilaterally negotiated rather than awarded through a competitive solicitation; the new five-year contract addressed in this report is the result of such a bilateral negotiation.

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

B. IE ACTIVITIES

To fulfill the role of evaluating the amendment to BFP's existing BioRAM agreement, various activities were undertaken by Arroyo, including:

- Reviewing the CPUC's directives within Resolution E-5376, the procedural history leading to the Resolution, PG&E's contract rider to the RAM form agreement that was developed specifically for BioRAM contracts, and the prior history of PG&E and BFP's negotiations and contracts;
- Observing communications and negotiations between PG&E and BFP for this contract extension;



- Reviewing the updated design of PG&E's least-cost, best-fit evaluation methodology, and how PG&E administered it in evaluating the BFP amendment;
- Employing an independent valuation model to value the contract extension. This served as a cross-check against PG&E's Portfolio-Adjusted Value analysis. The IE model used independently derived input parameters and a different methodology than PG&E's; and
- Researching and reviewing market benchmarks analogous to BFP's product to assess what fair and reasonable pricing for a contract extension might be.

2. ADEQUACY OF OUTREACH TO ELIGIBLE SELLERS

Resolution E-5376 required PG&E to offer contract amendments and extensions or new contracts to all eligible sellers. This was a very short list. Eligibility was defined as

“Eligible sellers are all counterparties to BioRAM contracts that were operative at any time in 2022 and expire on or before December 31, 2028, except for sellers that operate facilities located in federal severe or extreme nonattainment areas for particulate matter or ozone, unless the facility meets § 8388 paragraph 2 or 3 of subdivision b as detailed in the next discussion section.”

PG&E has two BioRAM contracts for biomass-fueled energy produced from HHZ fuels. The BFP agreement originated directly from PG&E’s BioRAM solicitation in 2016. A contract with Wheelabrator Shasta (now Shasta-Sustainable Resource Management Inc., or “Shasta-SRM”) originated from the competitive process PG&E held later that year to enlarge deliveries of bioenergy from HHZ fuels pursuant to the CPUC’s Resolution E-4805.

PG&E contacted both eligible sellers, Burney Forest Products and Shasta-Sustainable Resource Management Inc. in late 2023 to ascertain whether the sellers had interest in seeking to amend and extend the existing contracts. PG&E and Shasta-SRM negotiated and executed an amendment to their BioRAM agreement extending its delivery term; this was approved by the CPUC in July 2024. Both facilities are sited in Shasta County, which is an attainment zone for the federal ozone and particulate standards, although it has long been a non-attainment zone for the California state ozone standard.

Arroyo’s review did not reveal other biomass-fueled facilities in PG&E’s portfolio that might be eligible for contract amendments and extensions based on the requirements of Resolution E-5376. Based on this, Arroyo’s opinion is that PG&E’s outreach to sellers eligible to negotiate contract extensions pursuant to the Resolution was adequate.

3. FAIRNESS OF OFFER EVALUATION METHODOLOGY

The key finding of this chapter is that PG&E’s Least-Cost, Best-Fit (“LCBF”) evaluation methodology was designed fairly. The following discussion identifies principles for evaluating PG&E’s methodology and discusses its strengths and weaknesses. PG&E provided a description in its 2024 RPS procurement plan of how its Least-Cost, Best-Fit process is performed, and how its portfolio fit adjustments have lately been revised.

A. PRINCIPLES FOR EVALUATING THE METHODOLOGY

The Energy Division of the CPUC has usefully suggested a set of principles for evaluating the process used by IOUs when 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.

B. STRENGTHS AND WEAKNESSES OF PG&E’S METHODOLOGY

PG&E’s LCBF methodology has been updated over years; its evolution has benefitted from input from IEs and the utility’s PRG, and from internal review and incremental improvement responding to changing market and regulatory conditions. 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

The evaluation methodology that PG&E employed to value the BFP contract amendment was consistent with the description of its LCBF approach detailed in the CPUC-approved 2024 RPS procurement plan. Appendix I of the plan describes PG&E’s Least-Cost, Best Fit methodology as calculating both Adjusted Net Market Value (“NMV”) and Portfolio-Adjusted Value (“PAV”) as metrics for ranking offers in competitive solicitation.

The body of the plan states that PAV is used to ensure that “procured renewable energy products provide the best fit for PG&E’s portfolio for the least cost”.

Portfolio Fit. PG&E does not currently use a stand-alone metric for portfolio fit. Its LCBF methodology accounts for its preferences for attributes of portfolio fit through adjustments applied when calculating Portfolio-Adjusted Value. In Arroyo’s opinion, PG&E’s CPUC-approved least-cost, best-fit methodology adequately takes into account characteristics related to PG&E’s portfolio fit preferences.

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 prices beyond a time horizon when liquid market price signals for energy, capacity, or renewable energy credits (“RECs”) can be observed.

Consistency of market valuation. PG&E calculates components of its LCBF valuation methodology in a manner consistent with the description of the PAV metric in the 2024 RPS procurement plan. The current Portfolio-Adjusted Valuation methodology includes revisions that PG&E made that were reported in its 2024 RPS procurement plans, including adjustments for GHG reduction benefits and for hourly fit with the supply portfolio. This seems consistent with an increasing emphasis on achieving compliance goals for GHG emissions and with the challenges of maintaining grid stability and security in evening hours when solar resources ramp down.

Transmission costs. PG&E’s methodology no longer includes costs of transmission upgrades in its value calculations. In the case of BFP, this is moot because it is an operating project with an interconnection that became FERC-jurisdictional in 2016 after the first BioRAM contract was executed, so no incremental transmission costs are required.

Future improvements. PG&E has stopped



Additionally, it would improve clarity if the utility made more careful and consistent distinctions about when it uses Adjusted NMV vs. Portfolio-Adjusted Value when reporting about its valuation results, in order to avoid miscommunicating. Presentations to PG&E’s Procurement Review Group, for example, have labeled valuations as “NMV” or “Adjusted NMV” when in fact the value presented is PAV. There seems to be a variance between how Adjusted NMV is described in the RPS procurement plans and how results are presented.

4. FAIRNESS OF ADMINISTERING THE OFFER EVALUATION PROCESS

This section describes the extent to which PG&E’s administration of its Least-Cost, Best-Fit methodology for contract evaluation was conducted fairly. Arroyo’s opinion is that the process was conducted in a fair and consistent manner.

A. PRINCIPLES USED TO DETERMINE FAIRNESS OF PROCESS

The Energy Division has suggested a set of principles proposed to guide IEs in determining if an IOU’s administration of its evaluation process during competitive solicitations is 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?

B. REVIEWING PG&E’S ADMINISTRATION OF ITS EVALUATION PROCESS

PG&E provided Arroyo Seco Consulting with its Portfolio-Adjusted Value analysis, and Arroyo was able to inspect the inputs to the evaluation methodology. The valuation used forward curves from July 2025. In Arroyo’s opinion, the input parameters used in the analysis were reasonable. PG&E did not explicitly conduct any evaluation of the contract extension against non-quantitative criteria of the sort that are used in its competitive solicitations, such as safety history or impact to Disadvantaged Community programs. The proposal was evaluated with the same quantitative evaluation approach that PG&E used in selecting offers from its 2025 Greenhouse Gas-Free RFO.

In Arroyo’s opinion, PG&E’s administration of its LCBF evaluation methodology was conducted fairly.

5. FAIRNESS OF PROJECT-SPECIFIC NEGOTIATIONS

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

A. BACKGROUND INFORMATION

PG&E had previously conducted negotiations with BFP between November 2023 and April 2024 to comply with CPUC Resolution E-5288, which had ordered IOUs to seek new or amended contracts to extend the term of existing BioRAM agreements. Those prior negotiations ended without an agreed-upon contract extension, as reported by PG&E in Advice 7264-E.

PG&E contacted BFP by e-mail in late April 2025 to begin discussions again about a BioRAM contract extension pursuant to the direction of Resolution E-5376. PG&E invited BFP to make a new offer for a contract extension. Meetings between the parties began a few weeks later and continued through November.

B. PRINCIPLES FOR EVALUATING THE FAIRNESS OF NEGOTIATIONS

Arroyo considered some principles to evaluate the degree of fairness with which PG&E handled negotiations for contracts required by Resolution E-5376.

- Were sellers treated fairly and consistently by PG&E during negotiations? Were all sellers given equitable opportunities to advance proposals towards new contracts? 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 new contracts distributed equitably across agreements? Did PG&E's ratepayers take on a materially disproportionate share of risks in some new 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 new contracts or realizing commercial value from those agreements?

- If any individual seller was given preferential treatment by PG&E in the course of negotiations, is there evidence that other sellers were disadvantaged by that treatment? Were other proposals of comparable value to ratepayers assigned materially worse outcomes?

C. NEGOTIATIONS WITH BFP

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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² [REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

³ [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] PG&E provided an executable version of the amendment on December 4, which BFP signed the following day. PG&E also requested from BFP a signed attestation about reportable OSHA incidents and reportable water district incidents along with records of such incidents. This was a CPUC requirement stated in the safety section of Resolution E-5376; BFP complied. PG&E further requested verification from the Shasta AQMD that BFP meets emission limits equivalent to best available retrofit control technology; this is a requirement of the Public Utilities Code for BioRAM projects that Resolution E-5376 calls out explicitly. BFP complied. PG&E executed the amendment on December 17.

D. PRICING AND PROJECT ECONOMICS

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

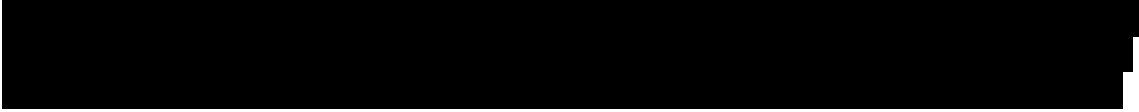
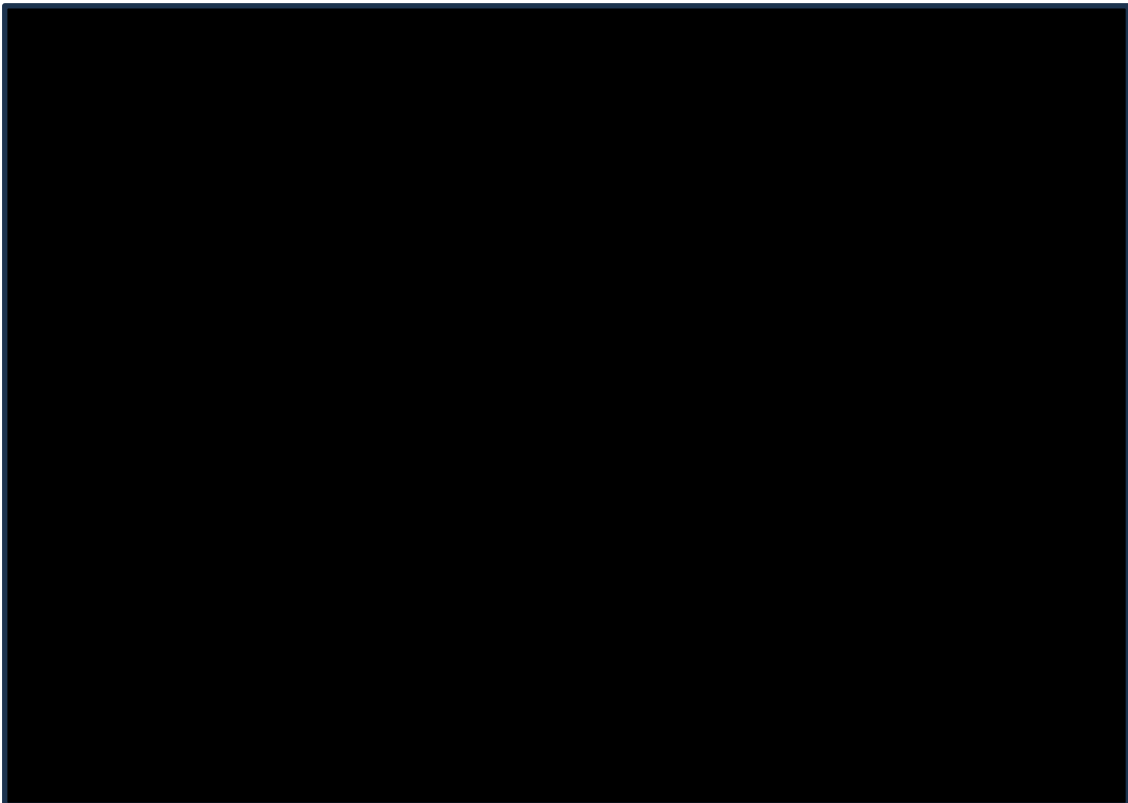


Figure 1.



Figure 2.



[Redacted text block]

[Redacted text block]

Figure 3.



[Redacted text block]

[Redacted text block]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

E. DEGREE OF FAIRNESS OF PROJECT-SPECIFIC NEGOTIATIONS

Arroyo's opinion is that PG&E's negotiations with BFP were fair to competitors, and specifically fair to Shasta-SRM Inc., the other generator that obtained a BioRAM contract extension following Resolution E-5376. PG&E gave BFP an equitable opportunity to advance its contract extension. The distribution of risks between buyer and seller associated with contract provisions is analogous in the BFP and Shasta-SRM extensions. Neither seller was able to shift significant commercial risks to ratepayers in the contract terms, and neither was granted special or unique concessions to improve their contracts' commercial value. No other competing generators were disadvantaged by the outcome of PG&E and BFP's successful negotiations.

Arroyo did not observe PG&E providing BFP with non-public information that might have advantaged the seller against its competitors. BFP was not given any special concessions to shift costs or risks towards ratepayers. The RAM form agreement and the BioRAM rider were not materially altered to provide more favorable terms uniquely to BFP that were not provided to competitors such as Shasta-SRM.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

That being said, any resulting economic harm to the seller [REDACTED] would come with a commensurate economic benefit to ratepayers, and would contribute to improving rate affordability at the margin. Also, the seller agreed to the negotiated terms of the extension on its own volition. [REDACTED]

6. MERIT FOR CPUC APPROVAL

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

A. CONTRACT SUMMARY

On December 17, 2025, PG&E and Burney Forest Products executed an amendment to their existing agreement for delivery of energy from BFP's biomass-fueled generation facility, to extend the contract term by five years. Contract capacity is 29 MW and contract quantity is 217 GWh/year over the extension term. The project is located west of the unincorporated town of Burney in Shasta County, adjacent to the Shasta Green sawmill, to which it provides steam for kiln operations. The contract extension continues deliveries starting in November 2027 through late 2032.

B. NARRATIVE OF EVALUATION CRITERIA AND RANKING

The 2024 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, consistency with RPS procurement plan, portfolio fit, and project viability.

CONTRACT PRICE AND MARKET VALUATION

Contract Price. The contract extension has a price for deliveries [REDACTED]

The new BFP agreement ranks [REDACTED]

[REDACTED]. When compared to PG&E's other contracts which are based on combusting biomass primarily harvested from HHZs, [REDACTED]

There are few recent public benchmarks for PPA pricing for biomass-fueled generators. The Redwood Coast Energy Authority signed a contract with Humboldt Sawmill Company in 2020. In 2021 it was amended to extend the delivery term through 2031, and the PPA price was revised to \$63/MWh starting in 2021, and escalates annually based on the consumer price index. The sawmill burns non-HHZ wood waste from its own plant operations or timber operations rather than fuel harvested from HHZs and transported from the forest to the generator, so its economics are not directly comparable to those of the

BFP facility that must use fuel harvested from HHZs and transported by truck to the plant by contractors.

Several public-owned utilities, including Sacramento Municipal Utility District, Modesto Irrigation District, Turlock Irrigation District, and Southern California Public Power Authority (“SCPPA”) acting on behalf of Imperial Irrigation District, Los Angeles Department of Water and Power, and the cities of Anaheim and Riverside, entered contracts with ARP-Loyalton Cogen, LLC in late 2017. These POU’s sought the PPAs in order to comply with Senate Bill 859, as this facility was obligated under the contracts to begin deliveries of RPS-eligible energy primarily from HHZ fuels in April 2018 for a five-year delivery term. The pricing of the contracts was \$97.50/MWh with no escalation. SCPPA reported that the ARP-Loyalton offer was the lowest-priced of nine proposals submitted to its competitive solicitation in the spring of 2017. The facility ceased operation when its owner entered Chapter 7 bankruptcy in 2020 (Arroyo speculates that this would not be an unusual outcome when a biomass-fueled facility contracts at too low a price for its operating economics having offered the lowest bid, earning the “winner’s curse”).

In November 2019, SCPPA entered a five-year PPA with Roseburg Forest Products Company with a facility that burns primarily HHZ-derived fuel; the contract is priced at \$46/MWh with deliveries commencing in February 2021. SCPPA is buying this power on behalf of some of its members: Los Angeles Department of Water and Power, Imperial Irrigation District, and the cities of Anaheim and Riverside. This contract resulted from a competitive solicitation that SCPPA held in April 2018, an RFP that included as additional buyers non-SCPPA members Sacramento Municipal Utility District and the Modesto and Turlock Irrigation Districts, that have also contracted with Roseburg. The contracts are intended for these POU’s to comply with the requirements of Senate Bill 859. The HHZ fuel is burned in the cogeneration unit at Roseburg Forest Products’ veneer mill in Weed, California.

Note that the POU’s contracts with Roseburg are not directly comparable to the BFP amendment because they do not include delivery of energy or RECs to the POU’s, only of “SB 859 Attributes”, capacity, and ancillary services, so the \$46 price is also not comparable as a market benchmark to contrast to the BFP amendment’s price. One would have to add the market price of energy and RECs to make a proper comparison. News reports suggest that Roseburg Forest Products closed the Weed veneer mill on December 3, 2025, but that the owner will continue to operate the power plant to fulfill its power contract obligations.

Resolution E-4977 stated that the weighted average price for then-current BioRAM contracts was \$119/MWh as of January 2019. Resolution E-5288 stated that the weighted average price for current BioRAM contracts and their extension is \$113/MWh, as of October 2023. Resolution E-5376 named an average BioRAM contract price of \$122/MWh. Arroyo believes that the BioRAM agreements held by Edison and SDG&E likely have price escalation baked into their schedules. If so, these publicly visible snapshots of average BioRAM prices in 2019, 2023, and 2025 are not necessarily helpful as benchmarks to compare to BFP pricing in the 2027-2032 extension period, as the other IOU’s contract prices will likely increase by then.

Market Valuation. PG&E performed a valuation of the BFP amendment’s deliveries during the extension term; the Portfolio-Adjusted Value of the amendment would rank in the [REDACTED]

4

Arroyo performed an independent market valuation of the new BFP contract. Its calculated net market value of the amendment would rank it in the [REDACTED]. The difference in ranking between the two valuation approaches stems from different input parameter assumptions.

CONSISTENCY WITH RPS GOALS AND PROCUREMENT PLAN

Procurement plan. PG&E’s approved 2024 renewable energy procurement plan states that PG&E continues to be short RPS resources and forecasts a procurement need in a future year. It indicates an intent to procure RPS volumes in 2025, including volumes from facilities with online dates ahead of the projected need year. The plan states that PG&E will procure incremental volumes of RPS-eligible contracts through CPUC-mandated programs such as the ReMAT and BioMAT programs. It reports on PG&E’s 2024 advice filings regarding BioRAM contract extensions. On that basis, executing the new BFP contract is consistent with the plan.

RPS Goals. PG&E’s 2014 RPS solicitation protocol included an evaluation criterion for a contract’s contribution to RPS goals. One of the subcriteria was whether a project would provide economic benefits to “communities afflicted with high poverty or unemployment”, which was one of the legislative goals for the state’s RPS program. The unincorporated community of Burney fits that characterization: median annual household income in Burney in 2023 was \$67.1 thousand vs. \$101.1 thousand for the state of California, as estimated by the U.S. Census Bureau’s American Community Survey. The percentage of Burney’s population living below poverty levels was 12.9% vs. the state’s 11.8%; an estimated 9.9% of the civilian labor force was unemployed vs. 5.9% for the state.

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

⁴ Arroyo notes that comparing Portfolio-Adjusted Values for offers into a competitive solicitation to the PAV calculated for the BFP amendment is not necessarily apples-to-apples. Decision 18-12-003 requires IOUs to offer the RECs associated with their BioRAM agreements for sale to third parties. If no sale is successfully completed, the IOU cannot use the RECs for RPS compliance. In that scenario, PG&E would obtain no value from the RECs associated with BFP’s output, and the value of BFP’s deliveries to ratepayers during the extension period would be lower than suggested by the PAV calculation. If the REC sale is successful, PG&E’s ratepayers would receive the winning bid price for BFP’s RECs, which would not necessarily be the same number as is assumed in PG&E’s valuation.

Other jobs outside the generator and the sawmill would likely be affected, such as those of BFP's fuel supply contractors that retrieve HHZ timber from forests and truck it to the plant's fuel yard.

SB 2 (1X) stated a requirement that preference should be given to renewable energy projects that provide benefits to communities that suffer from high emission levels of toxic air contaminants, criteria air pollutants, and greenhouse gases. Shasta County is a non-attainment area for the California state ozone and PM10 standards, though it is an attainment area for the federal ozone standard and particulate matter standards.

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

PORTFOLIO FIT

Arroyo's opinion is that, qualitatively, the fit of the BFP contract extension with PG&E's portfolio ranks as moderate. The deliveries from the contract do not necessarily contribute to the utility's RPS supply even if the extension's delivery term falls into the impending period when PG&E will have a procurement need. However, the primary purpose of the BioRAM program was not to add RPS resources to PG&E's supply portfolio but for the state to make progress coping with its tree mortality emergency by employing biomass-fueled facilities to dispose of HHZ timber rather than relying on alternatives such as open burn or leaving dead or dying HHZ timber in place. PG&E pursued BioRAM contracts as part of a CPUC mandate, and is engaging BFP in a contract extension as part of a CPUC directive, rather than to improve the management of its RPS portfolio or to pursue a more balanced portfolio.

BFP's production shape is generally baseload; PG&E's CPUC-approved 2024 RPS procurement plan notes that technology diversity has become more important because baseload resources generate in hours when solar resources do not. PG&E's draft 2025 RPS procurement plan states that PG&E expects to sign contracts with additional firm zero-emitting resources, which could include biomass-fueled generators. Failure to extend BFP's contract would have had the opposite effect, of subtracting firm supply from the portfolio. BioRAM contracts provide PG&E with unlimited buyer curtailment hours per contract year, giving the utility the right to dispatch the unit down to minimum load. This provides PG&E with more flexibility to manage the BFP contract during periods of overgeneration or negative market pricing than many other contracts in its supply portfolio. Arroyo believes that the fit between the attributes of the BFP contract and PG&E's portfolio needs has improved since the first BioRAM contract deliveries began, and now ranks it as moderate.

PROJECT VIABILITY

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

C. DISCUSSION OF MERIT FOR APPROVAL

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

- PG&E's outreach to counterparties eligible for a BioRAM contract extension was adequate.
- In Arroyo's opinion, the negotiations between PG&E and BFP for the contract amendment were conducted fairly with respect to competitors. Arroyo views PG&E's conduct of the negotiations as less than fully fair to BFP in the context of how the utility's analogous prior negotiations with biomass-fueled generators were conducted and of their outcomes for the sellers.
- While Arroyo ranks the contract price for the BFP extension as [REDACTED]. A more relevant peer group to which to compare this contract is other biomass-fueled facilities; there are few recent examples of these contracts being signed or extended for which pricing is public, but the amendment price is above some contracts' prices and below others.
- The pricing of the amendment is higher than the CPUC's per se reasonableness benchmark for contract pricing of an extension of an existing BioRAM agreement set in Resolution E-5376. However, given the amendment price's ranking relative to other relevant market comparables, Arroyo's opinion is that the price may be judged to be reasonable from ratepayers' perspective.
- PG&E's valuation of the contract extension ranks it as [REDACTED] in net market value when compared to the set of offers PG&E received in its 2025 Greenhouse Gas-Free solicitation. Arroyo's independent valuation ranks it as [REDACTED].
- Because the BFP contract requires the facility to meet a target for the content of its delivered fuel that originates in High Hazard Zones in order to receive full contract price, if the project consistently achieves that target it will continue to contribute to meeting an important public policy goal stated originally in the Governor's emergency proclamation on tree mortality and in subsequent legislative and regulatory directives.
- Using its own qualitative assessment, Arroyo views the fit of the BFP amendment with PG&E's supply portfolio as ranking moderate. The utility now acknowledges increased attention to the benefit of technology diversity in its portfolio, including an intent going forward to procure baseload resources that generate in hours when solar resources do not. The BFP facility provides generation in such hours, contributing to grid stability in ways that intermittent resources do not.

- As an operating facility, the BFP facility high in project viability. Arroyo's opinion is that it also ranks high in support for RPS program goals such as economic benefits for communities afflicted by high poverty or unemployment or high levels of air contaminants, and contribution to Executive Order S-06-06. In particular, the amendment allows the BFP facility to continue to contribute to wildfire risk mitigation by removing fuel from high hazard zones.
- Based on these findings, Arroyo's opinion is that the amendment to the BioRAM contract with Burney Forest Products merits CPUC approval.

Appendix 5

Burney Attestation Regarding OSHA and Water District Compliance



[VIA ELECTRONIC SUBMISSION]

December 5, 2025, revised 12/10/25

Pacific Gas and Electric Company
Energy Policy and Procurement
PO Box 28209
Oakland, CA. 94612-8209

Subject: OSHA and Water District Information on Burney Forest Products pursuant to CPUC Resolution E-5376

To Whom It May Concern:

This Seller attestation is provided by Burney Forest Products (“Seller”) to Pacific Gas and Electric Company (“Buyer”) in accordance with Resolution E-5376 for the Burney Forest Products (“Project”) under that certain Bioenergy Renewable Auction Mechanism Power Purchase Agreement (“RAM PPA”) and Bioenergy Procurement Rider and Amendment (“Rider”), collectively, the “Agreement”) dated May 12, 2020 between Seller and Buyer.

Seller hereby certifies and represents to Buyer the following:

1. The Project had three (3) reportable incidents/injuries related to Occupational Safety & Health Administration (OSHA) requirements in the last five-year period covering January 1, 2020, through December 05, 2025.

Summary of OSHA’s Standard 1904 Subpart C and Cal\OSHA CCR Title 8 Section 14300.35: Recording and Reporting Occupational Injuries and Illnesses. All work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid must be reported to OSHA. Copies of the OSHA 300 logs are not included in this Attestation.

OSHA Reportable Incidents:

- October 26, 2024: One (1) injury where employee had right knee pain and swelling after walking around the plant. Resulted in four (4) days away from work.
- November 13, 2023: One (1) injury affecting ankle when exiting the loader. Resulted in seven (7) days away from work.
- April 15, 2021: One (1) injury affecting knee when getting off loader. Resulted in seventy-eight (78) days of job restrictions.

OSHA and Water District Information

The facility did not receive any citations or violations related to Occupational Safety & Health Administration (OSHA) requirements in the last five-year period covering January 1, 2020, through December 05, 2024.

2. The Project had three (3) violations related to Water District requirements in the last five-year period covering January 1, 2020, through December 05, 2024. Copies of these Notice of Violations are attached.

Water District Notice of Violations:

1. Notice of Violation dated May 27, 2025: NOV for three unauthorized discharges that occurred in February 2025, and freeboard violations during period of November 2024 to April 2025.

Summary of Water District requirements:

- A. Discharger failed to maintain a freeboard of 2 feet or greater in violation of WDRs Order R5-2019-0048 Construction, Operation and Maintenance Specifications, section IV.A.4.a (iv) and (viii).

- B. The discharge or overflow of the Facility's process water ponds (Upper pond, Lower pond) is a violation of WDRs Order R5-2019-0048 Discharge Prohibitions III.A, III.B, III.D, III.E, III.F, III.H, and III.I.

See attached Notice of Violation and Corrective Action Report.

2. Notice of Violation dated July 19, 2022: NOV resulting from a broken pipe at the Facility's Upper Pond that occurred on January 3, 2022.

Summary of Water District requirement:

- A. The discharge or overflow of the Facility's process water ponds (Upper pond, Lower pond) is a violation of WDRs Order R5-2019-0048 Discharge Prohibitions III.A, III.B, III.D, III.E, III.F, III.H, and III.I.

- B. Failure to provide a report of waste discharge 180 days in advance of the discharge of log deck recycling pond water is a violation of CWC Section 13376.

See attached Notice of Violation and Notice of Discharge dated January 7, 2022.

3. Notice of Violation dated March 18, 2021: NOV for violation of final effluent limitations for acute toxicity where sample dated December 17, 2020, resulted in 60% reported value.

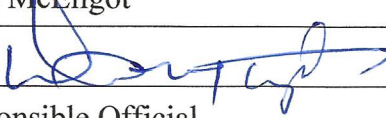
Summary of Water District requirements:

- A. WDR Order R5-2019-0048 contains final effluent limitations in section IV.A.I.b that survival of aquatic organisms in 96-hour bioassays of undiluted waste shall be no less than 70% minimum for any one bioassay; and 90% median for any three consecutive bioassays.

See attached Notice of Violation and Corrective Action Report.

OSHA and Water District Information

The authorized signature from the Seller certifies that Seller has the knowledge and authority to attest that the information on this form is true and correct.

Seller	Burney Forest Products
Print Name	Dave McEligot
Signature	
Title	Responsible Official
Date	December 05, 2025, revised 12/10/25



RECEIVED

MAR 22 2021

Burney Forest Power



GAVIN NEWSOM
GOVERNOR

JARED BLUMENFELD
SECRETARY FOR
ENVIRONMENTAL PROTECTION

Central Valley Regional Water Quality Control Board

NOTICE OF VIOLATION

18 March 2021

WDID: 5A452030002

Mr. Kraig Strauch
Plant Manager
Burney Forest Power
35586-B, Highway 299 E
Burney, CA 96013

CERTIFIED MAIL
7019 0700 0002 1109 4331

VIOLATION OF WASTE DISCHARGE REQUIREMENTS ORDER R5-2019-0048, NPDES NO. CA0082490, BURNEY FOREST PRODUCTS, A JOINT VENTURE, SHASTA GREEN, INC., AND FRUIT GROWERS SUPPLY COMPANY, BURNEY FOREST POWER, SHASTA COUNTY

The discharge of industrial storm water by Burney Forest Products, a joint venture, Shasta Green, Inc., and Fruit Growers Supply Company (Discharger) from Burney Forest Power (Facility) to Canyon Creek is regulated pursuant to Waste Discharge Requirements (WDRs) Order R5-2019-0048 (NPDES NO. CA0082490). WDRs were adopted by the Central Valley Regional Water Quality Control Board (Central Valley Water Board) on 7 June 2019.

Central Valley Water Board staff has determined that the Discharger violated WDR final effluent limitations for acute toxicity. This Notice of Violation (NOV) explains the basis for determining the violation and explains the potential additional enforcement actions for this violation. Attachment A to this NOV describes the violation and the associated mandatory minimum penalties for the violation, if applicable.

Permit Conditions

WDR Order R5-2019-0048 contains final effluent limitations in section IV.A.1.b that state, in part, the Discharger shall maintain compliance with the following effluent limitations at Discharge Point No. 001:

KARL E. LONGLEY SCD, P.E., CHAIR | PATRICK PULUPA, ESQ., EXECUTIVE OFFICER

364 Knollcrest Drive, Suite 205, Redding, CA 96002 | www.waterboards.ca.gov/centralvalley

Whole Effluent Toxicity, Acute. Survival of aquatic organisms in 96-hour bioassays of undiluted waste shall be no less than:

- i. 70%, minimum for any one bioassay; and
- ii. 90%, median for any three consecutive bioassays.

Effluent Limitation Violations

Documented effluent limitation violations are summarized in Table 1.

Table 1. Final Effluent Limits

No.	Violation Date	Parameter	Units	Condition	Final Effluent Limit	Reported Value
1	12/17/2020	Acute Toxicity (fathead minnow)	% Survival	96-hour bioassays	70%	60%

Enforcement Actions

Pursuant to California Water Code (CWC) section 13385, the violations of the WDRs are potentially subject to administrative civil liability of up to ten thousand dollars (\$10,000) for each day in which the violations occurred, and up to ten dollars (\$10) per gallon of wastewater discharged in excess of 1,000 gallons. Furthermore, pursuant to CWC section 13385 (h) and (i) certain effluent violations are subject to Mandatory Minimum Penalties of \$3,000 per qualifying violation. The actual liability can vary between the Mandatory Minimum Penalty amount and the maximum amount discussed above.

As presented in the attached table (Attachment A), the violation cited in this letter is not subject to MMPs. This matter is being referred to the Assistant Executive Officer of the Central Valley Water Board for consideration of issuance of an Administrative Civil Liability Complaint (ACLC). If the Assistant Executive Officer issues an ACLC, the amount will be set at an amount not to exceed the maximum potential liability.

Mr. Kraig Strauch
Burney Forest Power

-3-

18 March 2021

Please review the violations cited by this letter and Attachment A for accuracy and submit any comments/corrections by 19 April 2021. If you have any questions regarding this letter, please contact Michael Collins at (530) 224-4785, michael.collins@waterboards.ca.gov, or at the footer address.

Jeremy Pagan  Digitally signed by Jeremy Pagan
Date: 2021.03.16 15:30:20 -07'00'

Jeremy M. Pagan, P.E.
Senior Water Resource Control Engineer

MAC: mp

cc: U.S. Environmental Protection Agency, San Francisco
Shasta County Department of Resource Management, Environmental Health
Division, Redding

ATTACHMENT A
BURNEY FOREST PRODUCTS, A JOINT VENTURE, SHASTA GREEN, INC., AND FRUIT GROWERS SUPPLY COMPANY
BURNEY FOREST POWER

CALCULATION OF MANDATORY MINIMUM PENALTIES
RECORD OF VIOLATION (17 December 2020) MANDATORY PENALTIES

(Data reported under Monitoring and Reporting Program No. R5-2019-0048)

Violation Date	Discharge Point	Pollutant/Parameter	Units	Effluent Limitation	Analytical/Calculated Result	Period	Violation Type	CIWQS Violation ID	MMP Amount
12/17/2020	SW-001	Acute Toxicity	% Survival	70%	60%	96-hour bioassay	Non-Serious	1084928	--
TOTAL:									\$0

Notes: Serious Group I: any waste discharge that exceeds the effluent limitations for a group I pollutant by 40% or more.
Serious Group II: any waste discharge that exceeds the effluent limitations for a group II pollutant by 20% or more.
Non-Serious Violation: A non-serious violation will be subject to MMPs if the discharger does any one of the following four or more times in any period of 180 days:

- (a) violates a WDR effluent limitation;
- (b) fails to file a report of waste discharge pursuant to California Water Code section 13260;
- (c) files an incomplete report of waste discharge pursuant to California Water Code section 13260; or
- (d) violates a whole effluent toxicity limitation where the WDRs do not contain pollutant-specific effluent limitations for any toxic pollutants.

Final MDEL: Final maximum daily effluent limitation
Final AMEL: Final average monthly effluent limitation



April 30, 2021

Michael Collins
California Regional Water Quality Control Board
364 Knollcrest Drive, Suite 205
Redding, CA. 96002

Subject: **BFP Response to Notice of Violation (WDID 5A452030002)**
Order R5-2019-0048
NPDES No. CA0082490

Dear Mr. Collins,

California Regional Water Quality Control Board (“Board” or “the Board”) Order R5-2019-0048 (Order) establishes Waste Discharge Requirements (WDRs) for discharges from the Burney Forest Products (BFP) facility located in Burney, Shasta County, California. Effluent discharged from the BFP facility is authorized by National Pollutant Discharge Elimination System (NPDES) Permit CA0082490. Part IV.A.1 in the Order presents Final Effluent Limitations for pH and Acute Whole Effluent Toxicity (WET or “Acute Toxicity”).

On March 22, 2021, Burney Forest Products (BFP) received Notice of Violation WDID 5A452030002 (NOV), dated March 18, 2021 for a violation of WDR final effluent limitations for Acute Toxicity. The NOV specifically mentions a single violation of the effluent WDR limit for Acute Toxicity for a sample collected on December 17, 2020 and reported on January 7, 2021. BFP acknowledges that the Acute Toxicity results for this sample do not comply with the limits established in Part IV.A.1.b.i for any single bioassay. However, we would like to point out that BFP remains in compliance with Permit Condition IV.A.1.b.ii, in that the median value for any three consecutive bioassay results was not less than 90 percent. Due to the circumstances surrounding the laboratory test, BFP requests that the Central Valley Regional Water Quality Control Board (Water Board) consider rescinding the NOV.

BFP is committed to complying with terms and conditions of its NPDES permit. Subsequent to this event BFP has conducted a detailed review of the circumstances associated with the December 17, 2020 effluent sampling and analysis event and overall effluent monitoring history. We offer the following observations:

- December 17, 2020 BFP began discharging stormwater from BFP’s permitted effluent discharge point (EFF-001) as the first discharge of the 2020-2021 wet season.
- December 17, 2020 09:00, BFP collected stormwater samples at EFF-001, including a sample to be analyzed by Basic Laboratory (Basic) for Acute Toxicity.
- December 17, 2020 11:19, the sample was delivered to Basic. The as-received temperature recorded by Basic was 4.5 °C (corrected), which is within acceptable limits.

- December 18, 2020 16:40, Basic initiated the static-renewal, WET test for acute toxicity. As required by EPA’s Method for Measuring Acute Toxicity of Effluents and Receiving Waters to Freshwater and Marine Organisms¹ (“EPA’s Acute Toxicity Method”), the rainbow trout organisms were loaded into two test chambers (Chambers 1 and 2), and also into the laboratory control chambers, and the test was run for 96 hours (4 days).
- December 18, 2020 16:40, the Dissolved Oxygen (D.O.) concentration was measured in Chambers 1 and 2 and found to be 7.0 and 6.4 mg/L, respectively. These were substantially below the D.O. saturation concentration. EPA’s Acute Toxicity Method section 9.1.7. states that, “The DO Concentration in the samples should be near saturation prior to use.” D.O. saturation² would be 10.96 mg/L at Redding’s elevation (564 ft) and lab-controlled temperature of 10.4 °C.
- December 19, 2020, the D.O. concentration in Chambers 1 and 2 had dropped to 6.2 and 6.0 mg/L, respectively. A concentration of 6.0 mg/L is the minimum D.O. allowed by EPA’s Acute Toxicity Method. During the first 24 hours D.O. readings in both test chambers were substantially below the D.O. in the control chambers. Basic had to increase the bubble rates in both test chambers twice during the tests. Please see table below showing Survival # and D.O. for each test chamber.

Chamber Parameter	Initial	24 Hrs	48 Hrs	72 Hrs	96 Hrs
Chamber 1 Survival #	10	10	10	10	9
Chamber 1 D.O. (mg/L)	7.0	6.2	10.2	9.2	9.4
Chamber 2 Survival #	10	10	6	6	3
Chamber 2 D.O. (mg/L)	6.4	6.0	10.2	10	10
Chamber 2 Temp (°C)	10.2	10.1	10.1	10.0	10.1
D.O. Saturation (mg/L)	11.01	11.03	11.03	11.06	11.03

- December 22, 2020 16:40, the tests were completed. The results of the analysis showed 90% survival in Test Chamber 1, and 30% survival in Test Chamber 2, for a combined overall analysis result of 60% survival³. The minimum effluent limit established in Order Part IV.A.1.b.i is 70% survival for any single bioassay. A copy of the laboratory report is attached to this letter (Attachment A).
- January 7, 2021 approximately 16:00, Basic informed BFP of the failed test result.
- January 8, 2021 10:28, BFP notified Michael Collins of the Water Board via email about the failed Acute Toxicity test.
- January 11, 2021 10:00, as required by permit, a resample was collected and transported to Basic.
- January 12, 2021 14:30, the acute toxicity retest was initiated.
- January 16, 2021 14:45, the retest was completed and the test exhibited 100 percent survival in both test chambers. In contrast to the December 17 sample, D.O. during the January 11 sample never went below 8.2 mg/L, despite other measured parameters not showing a significant difference between the two samples. A copy of the laboratory report for the retest is attached to this letter (Attachment B).
- February 17, 2021 09:00, BFP collected an additional effluent sample in February 2021 which was analyzed for acute toxicity, and which also exhibited 100 percent survival in both test chambers.

¹ EPA. Methods for Measuring the Acute Toxicity of Effluents and Receiving Waters to Freshwater and Marine Organisms, Fifth Edition. October 2002. Doc No. EPA-821-R-02-012.

² DO Saturation Calculator. <https://www.waterontheweb.org/under/waterquality/dosatcalc.html>

³ Basic Laboratory. Static-Renewal Acute Toxicity 96 Hour Bioassay – Results Report. 20L0763-01. Jan 6, 2021 Report Date.

BFP believes that the low D.O. concentrations recorded initially and during the first 24 hours of the test adversely affected the outcome of Chamber 2 during the WET test initiated on December 18, 2020. Since the initial D.O. concentrations were not near the D.O. saturation concentration BFP believes that the laboratory did not strictly follow the EPA's Acute Toxicity Method on this point. During the past years Basic Lab has provided quality analytical services to our facility. However, due to this one analytical result that has resulted in Burney Forest Products receiving an NOV, which we do not feel is appropriate, Burney Forest Products has no alternative other than seek alternatives for our future laboratory needs.

Even though the WET test was completed on December 22, 2020, BFP was not informed by Basic of the test results until January 7, 2021 at approximately 16:00. This sixteen-day delay in receiving test results impeded BFP's ability to expeditiously respond to the failed test and collect a resample.

Records dating back to 2013 show that BFP Acute Toxicity results have never been less than 90 percent survival, and in fourteen out of fifteen tests survival has been 100 percent (Attachment C). In addition, only the one Chamber from the December 17, 2020 sample has been less than 80% survival since 2013. Based on BFP's long record of Acute Toxicity compliance, BFP believes that the December 2020 Acute Toxicity test is an anomaly. Due to the many uncontrolled variables that may contribute to toxicity, BFP can't definitively attribute the December test results to differences in effluent quality of the sample.

BFP appreciates the opportunity provided by the Water Board to respond to the issued Notice of Violation. BFP respectfully requests that the Water Board consider rescinding the NOV for this one-time anomalous occurrence. This request is based on the potential adverse impact of the low D.O. concentrations observed during the test, BFP's long record of WDR compliance, and proactive actions taken to improve effluent quality.

If you have any questions, or need further information, please contact Josh Hirschi, EHS Manager at (530) 335-5023 ext. 105.

Sincerely,



Bill Dillard
Plant Manager
Burney Forest Products

Attachment A – December 17, 2020 Sample Acute Toxicity Lab Results

Attachment B – January 11, 2021 Sample Acute Toxicity Lab Results

Attachment C – Historical Data at EFF-001

File: 203-40-05

Attachment A – December 17, 2020 Sample Acute Toxicity Lab Results



www.basiclab.com

2218 Railroad Avenue
 Redding, California 96001
 voice 530.243.7234
 fax 530.243.7494

3860 Morrow Lane, Suite F
 Chico, California 95928
 voice 530.894.8966
 fax 530.894.5143

Report To: BURNEY FOREST POWER
 35585-B HIGHWAY 299 EAST
 BURNEY, CA 96013

Attention: JOSEH HIRSCHI

Project Name: NPDES SEMI-ANNUAL/MONTHLY
Sample Type: WATER

Lab Number: 20L0763-01
Date: 01/06/2021
Phone: 530-335-5023
Date Sampled: 12/17/2020
Date Received: 12/17/2020
P.O. #:
Page 1 of 1

Sample Description: EFF-001

Static-Renewal Acute Toxicity 96 Hour Bioassay - RESULTS

Results: 80 % Survival - Test 100 % Survival - Control

Static-Renewal Acute Toxicity 96 Hour Bioassay - Chemical & Physical Data

Method: EPA-821-R-02-012 5th Edition

Date/Time Test Started: 12/18/20 16:40 **Date/Time Test Completed:** 12/22/20 16:40 **Species:** *Oncorhynchus mykiss*
Age of Test Organism: 25 days **Batch #:** CLD9032

Analyst(s): NSA/EDM **Minimum test solution volume:** 3.5 Liters

TEST DATA	Initial		24 Hour		48 Hour		72 Hour		96 Hour	
	10	10	10	10	10	6	10	6	9	3
Survival - #	10	10	10	10	10	6	10	6	9	3
Temp (°C)	10.4	10.2	10.4	10.1	10.5	10.1	10.7	10.0	10.4	10.1
pH (S.I. Units)	7.39	7.24	7.44	7.42	7.74	7.72	7.62	7.72	7.60	7.70
DO (mg/l)	7.0	6.4	6.2	6.0	10.2	10.2	9.2	10.0	9.4	10.0
Alkalinity (mg/l)	85									
Hardness (mg/l)	155									
Specific Cond. (umhos/cm)	770									
Total Chlorine (mg/l)	ND									
Ammonia (mg/L as N)	0.070									

CONTROL DATA	Initial		24 Hour		48 Hour		72 Hour		96 Hour	
	10	10	10	10	10	10	10	10	10	10
Survival - #	10	10	10	10	10	10	10	10	10	10
Temp (°C)	10.8	10.4	10.8	10.3	10.8	10.3	10.8	10.5	10.7	10.3
pH (S.I. Units)	7.98	8.04	7.84	7.84	7.74	7.65	7.85	7.77	7.83	7.75
DO (mg/l)	12.0	11.9	10.6	10.6	10.6	10.0	11.1	10.9	11.0	10.7
Alkalinity (mg/l)	62									
Hardness (mg/l)	50									
Specific Cond. (umhos/cm)	138									
Total Chlorine (mg/l)	ND									

Reference Toxicant Survival Data: 10 fish exposed per concentration

Concentration	Initial	24 Hour	48 Hour	72 Hour	96 Hour
0.8% w/v NaCl	10	10	10	10	10
1.2% w/v NaCl	10	10	10	9	9
1.6% w/v NaCl	10	4	0	0	0
1.8% w/v NaCl	10	0	0	0	0

Reference Toxicant LC 50: 1.33 %
 Confidence Limits 1.16-1.50 %

Toxicant (Sodium Chloride) ID No.: 9D23034

The information shown on this sheet is test data only and no analysis or interpretation is intended or implied
 ND-Not detected.

Ricky Jensen
 Reported By

Attachment B – January 11, 2021 Sample Acute Toxicity Lab Results



www.basiclab.com

2218 Railroad Avenue
 Redding, California 96001
 voice 530.243.7234
 fax 530.243.7494

3860 Morrow Lane, Suite F
 Chico, California 95928
 voice 530.894.8966
 fax 530.894.5143

Report To: BURNLEY FOREST POWER
 35596-B HIGHWAY 299 EAST
 BURNLEY, CA 96013

Attention: JOSEH HIRSCHI

Project Name: NPDES BI MONTHLY
Sample Type: WATER

Lab Number: 21A0380-01
Date: 01/22/2021
Phone: 530-335-5023
Date Sampled: 01/11/2021
Date Received: 01/11/2021
P.O. #:
Page 1 of 1

Sample Description: EFF-001

Static-Renewal Acute Toxicity 96 Hour Bioassay - RESULTS

Results: 100 % Survival - Test 100 % Survival - Control

Static-Renewal Acute Toxicity 96 Hour Bioassay - Chemical & Physical Data

Method: EPA-821-R-02-012 5th Edition

Date/Time Test Started: 01/12/21 14:30 **Date/Time Test Completed:** 01/16/21 14:45 **Species:** *Oncorhynchus mykiss*

Age of Test Organism: 22 days **Batch #:** 1A06009

Analyst(s): NSA,EDM **Minimum test solution volume:** 3.5 Liters

TEST DATA	Initial		24 Hour		48 Hour		72 Hour		96 Hour	
	10	10	10	10	10	10	10	10	10	10
Survival - #	10	10	10	10	10	10	10	10	10	10
Temp (°C)	10.5	10.2	10.6	10.3	10.7	10.5	10.9	10.4	11.0	10.7
pH (S.I. Units)	7.55	7.61	7.72	7.67	7.75	7.95	7.73	7.73	7.93	7.69
DO (mg/l)	9.2	9.7	9.0	8.2	9.6	10.6	9.3	9.2	10.1	9.9
Alkalinity (mg/l)	95									
Hardness (mg/l)	164									
Specific Cond. (umhos/cm)	946									
Total Chlorine (mg/l)	ND									
Ammonia (mg/L as N)	ND									

CONTROL DATA	Initial		24 Hour		48 Hour		72 Hour		96 Hour	
	10	10	10	10	10	10	10	10	10	10
Survival - #	10	10	10	10	10	10	10	10	10	10
Temp (°C)	11.4	10.9	11.4	11.1	11.2	10.9	11.1	10.8	11.1	10.8
pH (S.I. Units)	7.97	7.96	7.65	7.69	7.52	7.59	7.75	7.75	7.78	7.62
DO (mg/l)	12.0	12.0	9.7	10.0	9.3	9.2	10.5	10.4	10.0	10.1
Alkalinity (mg/l)	60									
Hardness (mg/l)	53									
Specific Cond. (umhos/cm)	143									
Total Chlorine (mg/l)	ND									

Reference Toxicant Survival Data: 10 fish exposed per concentration

Concentration	Initial	24 Hour	48 Hour	72 Hour	96 Hour
0.8% w/v NaCl	10	10	10	10	10
1.2% w/v NaCl	10	10	10	10	10
1.6% w/v NaCl	10	4	0	0	0
1.8% w/v NaCl	10	4	0	0	0

Reference Toxicant LC 50: 1.39 %

Toxicant (Sodium Chloride) ID No.: 0023034

Confidence Limits 1.23-1.56 %

The information shown on this sheet is test data only and no analysis or interpretation is intended or implied

ND-Not detected.

Rickey Jensen
 Reported By

Attachment C – Historical Data at EFF-001

EFF-001 Acute WET from Dec 2014 through Feb 2021

Date	Acute Toxicity (% Survival)
2014-12-01	100
2015-03-04	100
2015-12-08	100
2016-04-13	100
2016-10-25	100
2017-02-15	90
2017-11-16	100
2018-02-20	100
2018-11-30	100
2019-02-12	100
2019-12-09	100
2020-03-03	100
2020-12-17	60
2021-01-11	100
2021-02-17	100

EFF-001 Various Water Quality Parameters from Dec 2020 through Feb 2021

Parameter	Units	2020-12-17	2020-12-31	2021-01-05	2021-01-11	2021-02-04	2021-02-17
Acute Toxicity-Rainbow Trout-survival	%	60			100		100
Aluminum, Total	ug/L	4150	337	6700	3240	3650	2200
Chemical Oxygen Demand (COD)	mg/L	258		236		122	
Dissolved Organic Carbon	mg/L	54.3	32.7	29.8	25.4	35.1	29.2
Dissolved Oxygen	mg/L	6.27	4.2	7.47	2.83	5.84	2.08
Hardness, Total (as CaCO3)	mg/L	155		155		138	128
Iron, Total	ug/L	3930	498	5520	2680	2930	1980
Manganese, Total	ug/L	531	262	441	482	285	373
Oil and Grease	mg/L	5		4.9			
pH	SU	7.13	6.93	7.66	7.12	7.16	7.205
Tannin and Lignin	mg/L	12.9		11.1		9.92	
Temperature	Degrees C	8	6.3	6	4.9	7.4	6.3
Total Dissolved Solids (TDS)	mg/L	578		668		516	518
Total Suspended Solids (TSS)	mg/L	88.5		108		51.1	
Turbidity	NTU	187	10.1	21.3	96.8	105	48.7



January 7, 2022

Michael Collins
California Regional Water Quality Control Board
364 Knollcrest Drive, Suite 205
Redding, CA. 96002

Subject: **Burney Forest Products Notice of Discharge**
Order R5-2019-0048
NPDES No. CA0082490

Dear Mr. Collins,

California Regional Water Quality Control Board (“Board” or “the Board”) Order R5-2019-0048 (Order) establishes Waste Discharge Requirements (WDRs) for discharges from the Burney Forest Products (BFP) facility located in Burney, Shasta County, California. Effluent discharged from the BFP facility is authorized by National Pollutant Discharge Elimination System (NPDES) Permit CA0082490.

Burney Forest Products (“BFP”) is submitting this notice as a follow-up to the verbal notification given on 1/3/2022 of an unauthorized discharge according to the WDR Order, Section III.D which states:

The discharge of recycle water from log yard sprinkling, commingled recycle and storm water (i.e., “first flush”), cooling tower blowdown, boiler blowdown, demineralizer regeneration wastewater, or other waste of recognizable sawmill or cogeneration origin to surface waters is prohibited.

On Monday, January 3, 2022, at approximately 8:00 am, an operator was conducting his daily inspections at the Log Deck Pond (“Upper Pond”) at Burney Forest Products. When in the proximity of the log deck vertical pump sump, the operator noticed water spraying out of a drain valve located inline on the north side of the strainer which is connected to the log deck vertical pump. The failed drain valve is a ball valve which is used to drain and clean out the strainer. The strainer assembly (see Attachment A, Figure 1) receives water via piping from a pump that pulls water from the Upper Pond, and conveys it as influent water for the Vibratory Shear Enhanced Process (VSEP) unit, which is a membrane separation technology system that purifies the water for reuse on site as cooling water. The reject/concentrate water from the VSEP unit is returned through a separate pipeline back into the Upper Pond.

During the near-single digit freezing temperatures which took place during the preceding couple of days, the drain valve froze and split and then January 3rd very early morning ambient temperatures increased above freezing and remained above freezing during the early morning hours and began to thaw out the valve. The ball in the closed valve (see Attachment A, Figure 2) broke loose under pressure and released upper pond water to the ground beside the Log Deck Vault. At the time of discovery, according to the operator’s observations, the water was flowing into the Log Deck Vault, which BFP assumes was consistent throughout the discharge timeframe. The Log Deck vault is currently closed to the Upper Pond and open to the stormwater conveyance ditch due to having already accumulated 2 inches of precipitation (“first flush”) since the log deck sprinklers had been turned off.

The pond water entered the stormwater retention pond where it was released from the site to Canyon Creek. The main source for the water in the Upper Pond is the large amounts of precipitation received over the previous month. After the release was discovered, the operator shut off the pump to stop pumping any more water from the Upper Pond. Immediately following discovery of the event, grab samples were collected from the Stormwater Retention Pond effluent, the Upper Pond, and also from Canyon Creek, and submitted to Fruit Growers Laboratory (FGL).

The results for pH and Electrical Conductivity (EC), as measured at the Retention Pond (EFF-001) did not cause any exceedance of the corresponding permit limits, including the Storm Water Action Level (SWAL) for EC. In addition, the Receiving Water limitations at Canyon Creek related to temperature, pH, DO, turbidity, and other visible conditions were also *not* exceeded due to this unauthorized discharge (see Table 1 for preliminary parameters). BFP is currently awaiting results for samples submitted to FGL.

Table 1. Measurements Collected From Various BFP Sources On January 3, 2022

Measurement Location	Time	Temp (°C)	pH	DO (mg/L)	EC (µS/cm)	Turb (NTU)
Upper Pond Water	12:00	3.5	7.96	10.12	1695	27
Retention Pond (EFF-001)	11:00	4.5	7.26	5.29	512	15.9
Stormwater Action Level (SWAL)			< 6 & > 9		700	
Canyon Creek Upstream (RSW-001)	10:45	1.5	7.28	10.51	108.5	2.6
Canyon Creek Downstream (RSW-002)	10:40	2	7.24	10.14	154.4	3.4
Receiving Water Limitation		< +2.8	>6.5 & <8.5	> 7		≤ +1

Based on operator observations and ambient temperature data, BFP estimates that the duration of discharge was approximately 5.5 hours. Based on the manufacturer-calculated flow rate for the pump, BFP estimates that the volume of pond water released during the event was approximately 189,750 gallons.

As an immediate corrective action for this unauthorized discharge, BFP capped the line where the faulty ball valve was located. In order to prevent any further discharges from this line due to freezing, BFP will install a freeze tolerant valve next to the strainer. This location should ensure that a stagnant zone of flow does not occur next to the valve that could facilitate freezing the valve. BFP is working diligently to have this new valve on-site and installed next week.

If you have any questions, or need further information, please contact Josh Hirschi, EHS Manager at (530) 335-5023 ext. 105.

Sincerely,



Bill Dillard
Plant Manager
Burney Forest Products

Attachment A – Photos of Equipment from Release Event

File: 203-40-05

Attachment A – Photos of Equipment from Release Event



Figure 1. Strainer Assembly at Upper Pond



Figure 2. Ball Valve with Broken Ball and Disconnected Piping



Central Valley Regional Water Quality Control Board

NOTICE OF VIOLATION

19 July 2022

WDID: 5A452030002

Mr. Kraig Strauch
Plant Manager
Burney Forest Power
35586-B, Highway 299 E
Burney, CA 96013

CERTIFIED MAIL
7017 3040 0001 0265 5014

VIOLATION OF WASTE DISCHARGE REQUIREMENTS ORDER R5-2019-0048, NPDES NO. CA0082490, BURNLEY FOREST PRODUCTS, A JOINT VENTURE, SHASTA GREEN, INC., AND FRUIT GROWERS SUPPLY COMPANY, BURNLEY FOREST POWER, SHASTA COUNTY

The discharge of industrial storm water by Burnley Forest Products, a joint venture, Shasta Green, Inc., and Fruit Growers Supply Company (Discharger) from Burnley Forest Power (Facility) to Canyon Creek is regulated pursuant to Waste Discharge Requirements (WDRs) Order R5-2019-0048 (NPDES NO. CA0082490). WDRs were adopted by the Central Valley Regional Water Quality Control Board (Central Valley Water Board) on 7 June 2019.

On 7 January 2022, the Discharger submitted a *Burnley Forest Products Notice of Discharge* (Report) in response to an unauthorized discharge that occurred at the Facility on 3 January 2022. Per the Report, a drain valve failed, due to freezing temperatures, and caused log deck recycling pond water to be discharged to Canyon Creek; the Discharger estimates that the duration of the discharge was 5.5 hours and that the volume of log deck recycling pond water released was 189,750 gallons.

Central Valley Water Board staff has determined that the Discharger violated the California Water Code (CWC) and WDRs during the January 2022 unauthorized discharge event. This Notice of Violation (NOV) explains the basis for determining the violations and explains the potential additional enforcement actions for these violations.

MARK BRADFORD, CHAIR | PATRICK PULUPA, ESQ., EXECUTIVE OFFICER

Permit/Statute Conditions

CWC Section 13376 states, in part, the following:

A person who discharges pollutants or proposes to discharge pollutants to the navigable waters of the United States within the jurisdiction of this state... shall file a report of the discharge in compliance with the procedures set forth in Section 13260... A person who proposes to discharge pollutants... shall file a report at least 180 days in advance of the date on which it is desired to commence the discharge of pollutants... The discharge of pollutants... by any person, except as authorized by waste discharge requirements, is prohibited.

WDRs Order R5-2019-0048 Discharge Prohibitions III.A states the following:

Discharge of industrial storm water from the Facility, as the Facility is specifically described in section II.B of the Fact Sheet, in a manner different from that described in this Order, is prohibited.

WDRs Order R5-2019-0048 Discharge Prohibitions III.B states the following:

The by-pass or overflow of wastes to surface waters is prohibited, except as allowed by Federal Standard Provisions I.G. and I.H. (Attachment D).

WDRs Order R5-2019-0048 Discharge Prohibitions III.D states the following:

The discharge of recycle water from log sprinkling, commingled recycle and storm water (i.e. first flush), cooling tower blowdown, boiler blowdown, demineralizer regeneration waste water, or any other waste of recognizable sawmill or cogeneration origin to surface waters or surface water drainage courses is prohibited.

WDRs Order R5-2019-0048 Discharge Prohibitions III.F states the following:

The discharge of ash, bark, sawdust, wood, debris, or any other wastes recognized as originating from sawmill or cogeneration operations to surface waters or surface water drainage courses is prohibited.

Violations

Violation 1: Violation of CWC Section 13376.

Failure to provide a report of waste discharge 180 days in advance of the discharge of log deck recycling pond water is a violation of CWC Section 13376.

Violation 2 - 5: Violation of WDRs Order R5-2019-0048 Discharge Prohibitions III.A, III.B, III.D, and III.F.

The log deck recycling pond water contains wastes recognized as originating from sawmill or cogeneration operations. The discharge or overflow of these wastes to surface waters is a violation of the aforementioned discharge prohibitions.

Enforcement Actions

Pursuant to the California Water Code (CWC) section 13385, the violations of the WDRs are potentially subject to administrative civil liability of up to ten thousand dollars (\$10,000) for each day in which the violations occurred, and up to ten dollars (\$10) per gallon of wastewater discharged in excess of 1,000 gallons. This matter is being referred to the Assistant Executive Officer of the Central Valley Water Board for consideration of issuance of an Administrative Civil Liability Complaint (ACLC).

Please review the violations cited by this letter and submit any comments/corrections **by 22 August 2022**. If you have any questions regarding this letter, please contact Michael Collins at (530) 224-4785, Michael.Collins@waterboards.ca.gov, or at the footer address.

Stacy S. Gotham
Digitally signed by
Stacy S. Gotham
Date: 2022.07.18
11:47:12 -07'00'

Stacy S. Gotham, P.E.
Senior Water Resource Control Engineer

MAC: vt

cc via email: Shasta County Department of Resource Management,
Environmental Health Division, Redding

Central Valley Regional Water Quality Control Board

NOTICE OF VIOLATION

27 May 2025

WDID: 5A452030002

Bruce Hornbuckle, Plant Manager
 Olympus Power Operations
 35586-B Highway 299 E
 Burney, CA 96013

CERTIFIED MAIL
7019 0700 0002 1109 1613

UNAUTHORIZED DISCHARGE, NOTICE OF VIOLATION, WASTE DISCHARGE REQUIREMENTS ORDER R5-2019-0048, NPDES NO. CA0082490, BURNEY FOREST PRODUCTS, A JOINT VENTURE, SHASTA GREEN, INC., AND SIERRA PACIFIC INDUSTRIES, BURNEY FOREST PRODUCTS, SHASTA COUNTY

Table A. Violation Summary

Violation	Violation Type	Order Section
1	Unauthorized Discharge	CWC 13376
2 – 7	Discharge Prohibition Violations	WDRs section III
8 – 9	Standard Provisions – Log Deck Recycle Pond, Power Plant Pond, and Storm Water Retention Pond Operating Requirements	WDRs section VI.C.4.a.
Required Response	Please review the NOV for accuracy and if you disagree with any of the reported violations, please provide an explanation and any information necessary to support your argument(s) by 26 June 2025 . In addition, a Corrective Action report is due by 11 July 2025 .	

I. Background

Burney Forest Products, A Joint Venture, Shasta Green, Inc., And Sierra Pacific Industries (Discharger) owns and operates a biomass fired cogeneration powerplant and a sawmill/planing mill, collectively known as Burney Forest Power (Facility). The Facility discharges industrial storm water to Canyon Creek, a tributary to Burney Creek. The Facility also discharges process wastewater from the cogeneration and sawmill operations to two lined ponds. The process wastewater is prohibited from discharge to surface water. The Facility discharge of industrial storm water to surface water and process wastewater to land is currently regulated by Waste Discharge Requirements (WDRs) Order R5-2025-0012 (NPDES No. CA0082490). Previously, the Facility discharge was regulated by WDRs Order R5-2019-0048. WDRs Order R5-2019-0048

NICHOLAS AVDIS, CHAIR | PATRICK PULUPA, EXECUTIVE OFFICER

were adopted by the Central Valley Regional Water Quality Control Board (Central Valley Water Board) on 7 June 2019 and expired on 31 March 2025.

In February 2025, the Facility experienced three unauthorized discharges. The unauthorized discharges occurred on 5 February 2025, 11 February 2025, and 16/17 February 2025. In accordance with WDRs Order R5-2019-0048, Attachment D, Section V.E., the Discharger submitted a 5-day spill report for each event on 11 February 2025, 15 February 2025, and 25 February 2025, respectively.

Central Valley Water Board staff have determined that the Discharger violated the California Water Code (CWC) and WDRs Order R5-2019-0048 during the February 2025 unauthorized discharge events. This Notice of Violation (NOV) explains the basis for determining the violations and explains the potential additional enforcement actions for these violations.

II. Summary of Unauthorized Discharge Incidents

On 5 February 2025, to prevent an overflow from occurring, the Discharger pumped approximately 180,000 gallons of wastewater from the power plant pond to the storm water pond, via the stormwater piping system. The storm water pond discharges to Canyon Creek, therefore, this action resulted in an unauthorized discharge of wastewater from the power plant pond to surface water. The discharge event lasted approximately four hours, between 2:17 a.m. to 6:15 a.m. The Discharger's rain gauge measured 3.85 inches of rainfall from 1 February 2025 to 4 February 2025.

Overnight on 10 February 2025 and during the early morning of 11 February 2025, in an effort to maximize water retention capacity at the Facility, the Discharger transferred an estimated 326,046 gallons of process wastewater from the power plant pond to the wood fuel pile yard. The Discharger covered the storm water drain inlets in the wood fuel pile yard so that the area could be utilized for water storage. At 5:30 a.m., on 11 February 2025, the Discharger observed a flow of water from the wood fuel pile yard to the storm water piping system; thus, resulting in an unauthorized discharge to surface water. The Discharger estimates that the unauthorized discharge lasted for 20 minutes, however, they were unable to estimate a discharge volume.

On 16 February 2025, the Discharger again observed a flow of water from the wood fuel pile yard to the storm water piping system, thus, again resulting in an unauthorized discharge. The Discharger estimates that the unauthorized discharge lasted for 15 hours and 26 minutes and estimates a discharge volume of 1,884 gallons. The Discharger used fuel yard survey data from Gregory Engineering to estimate the discharge volume.

III. Legal Requirements

CWC Section 13376 states, in part, the following:

A person who discharges pollutants or proposes to discharge pollutants to the navigable waters of the United States within the jurisdiction of this state... shall file a report of the discharge in compliance with the procedures set forth in Section 13260... A person who proposes to discharge pollutants... shall file a report at least 180 days in advance of the date on which it is desired to commence the discharge of pollutants... The discharge of pollutants... by any person, except as authorized by waste discharge requirements, is prohibited.

WDRs Order R5-2019-0048 Discharge Prohibitions III.A. states the following:

Discharge of wastewater from the Facility, as the Facility is specifically described in section II.B of the Fact Sheet, in a manner different from that described in this Order, is prohibited.

WDRs Order R5-2019-0048 Discharge Prohibitions III.B. states the following:

The by-pass or overflow of wastes to surface waters is prohibited, except as allowed by Federal Standard Provisions I.G. and I.H. (Attachment D).

WDRs Order R5-2019-0048 Discharge Prohibitions III.D states the following:

The discharge of recycle water from log yard sprinkling, commingled recycle and storm water (i.e., "first flush"), cooling tower blowdown, boiler blowdown, demineralizer regeneration wastewater, or other waste of recognizable sawmill or cogeneration origin to surface waters is prohibited.

WDRs Order R5-2019-0048 Discharge Prohibitions III.E states the following:

The discharge of leachate from wood fuel stockpiles to surface waters or surface water drainage courses is prohibited. Best management practices (BMP's) must be implemented to prevent such discharge.

WDRs Order R5-2019-0048 Discharge Prohibitions III.F states the following:

The discharge of ash, bark, sawdust, wood, or any waste recognized as originating from sawmill or cogeneration operations to surface waters or surface water drainage courses is prohibited.

WDRs Order R5-2019-0048 Discharge Prohibitions III.H states the following:

The discharge of debris (as defined in Attachment A) recognized as originating from the Facility to surface waters or surface water drainage courses is prohibited.

WDRs Order R5-2019-0048 Discharge Prohibitions III.I states the following:

The discharge of process wastewater from barking, sawmill, and planing operations, as defined in 40 C.F.R. part 429, to surface water is prohibited.

WDRs Order R5-2019-0048, Construction, Operation and Maintenance Specifications, section IV.A.4.a., states, in part:

- iv. *Freeboard shall never be less than 2 feet (measured vertically to the lowest pond of overflow) except if lesser freeboard does not threaten the integrity of the pond, no overflow of the pond occurs, and lesser freeboard is due to direct precipitation or storm water runoff occurring as a result of annual precipitation with greater than 100-year recurrence interval, or a storm event with an intensity greater than a 25-year, 24-hour storm event.*

- viii. *Ponds shall not have a pH less than 6.0 or greater than 9.*

IV. Violations

Violation 1: Violation of CWC Section 13376.

Failure to provide a report of waste discharge 180 days in advance of the discharge of waste is a violation of CWC Section 13376.

Violations 2 - 7: Violation of WDRs Order R5-2019-0048 Discharge Prohibitions III.A, III.B, III.D, III.E, III.F, III.H, and III.I.

The power plant pond and the wood fuel pile yard contain wastes recognized as originating from Facility operations. The discharge or overflow of these wastes to surface waters is a violation of the aforementioned discharge prohibitions.

Violations 8 – 9 Violation of WDRs Order R5-2019-0048 Construction, Operation and Maintenance Specifications, section IV.A.4.a (iv) and (viii).

The Discharger failed to maintain a freeboard of 2 feet or greater in the power plant pond and the log deck pond and the inability to maintain adequate freeboard was not due to direct precipitation or storm water runoff occurring as a result of annual precipitation with a greater than 100-year recurrence interval, or a storm event with an intensity greater than a 25-year, 24-hour storm event.

The *Burney Forest Power Water Balance Report, 1 February 2022*, states that the annual precipitation with an 100-year recurrence interval is 62.21 inches. The Discharger's self-monitoring reports indicate that the Facility has received 33.4 inches of rainfall over the previous 12 months and 17 inches of rain since the start of the water year in October 2024. Further, the 25-year, 24-hour storm event for the area is 4.05 inches.¹ The power plant pond had a pH greater than 9.0 standard units following the 15 February 2025 and the 25 February 2025 unauthorized discharge events. The storm water retention pond had a pH greater than 9.0 standard units following the 11 February 2025 discharge event.

V. Corrective Actions to Reestablish Compliance

The Discharger implemented the following actions to minimize the unauthorized discharge(s) and to mitigate the water quality impacts of the unauthorized discharges.

- The Discharger covered the storm water drain inlets with steel plates in the wood fuel pile yard so that the area could be utilized for water storage. This action is reversible, in that when the plate is removed, wastewater will flow to the power plant pond in a controlled fashion, as pond conditions allow.
- The Discharger covered the ash stockpile storage area drain to reduce the volume of wastewater being conveyed to the power plant pond.
- The Discharger added five baker tanks for increased storage capacity.
- The Vibratory Sheared Enhanced Process water treatment system was in continuous operation to recycle as much wastewater as possible.
- Under normal operating conditions, power plant pond wastewater is pumped through a sand filter to remove minerals prior to use in the cooling tower. However, to move as much wastewater out of the power plant pond, wastewater from the power plant pond was pumped directly to the cooling tower.
- The Facility increased natural gas consumption to stabilize operations and to increase heat load to improve cooling tower evaporation.

The Discharger conducted sampling following each unauthorized discharge event:

- For the 5 February 2025 unauthorized discharge event, the Discharger sampled the Power Plant Pond and the Stormwater Retention Pond for pH, electrical conductivity, phosphorus, and dissolved oxygen.

¹ NOAA ATLAS 14-point precipitation frequency estimates. Station Name: Burney, Station ID: 04-1214, elevation: 3198 feet. [PF Map: Contiguous US](https://hdsc.nws.noaa.gov/pfds/pfds_map_cont.html?bkmrk=ca) (https://hdsc.nws.noaa.gov/pfds/pfds_map_cont.html?bkmrk=ca)

- For the 11 February 2025 unauthorized discharge event, the Discharger sampled the fuel yard and the Stormwater Retention Pond for pH, electrical conductivity, phosphorus, and dissolved oxygen.
- For the 16/17 February 2025 unauthorized discharge event, the Discharger sampled the Power Plant Pond, the Log Deck Pond, and the Stormwater Retention Pond for pH, electrical conductivity, phosphorus, and dissolved oxygen.

The sample results for each unauthorized discharge event can be found in the 5-day report for the corresponding spill date.

By **11 July 2025**, please submit a Corrective Action report that describes the actions that will be taken or planned to reduce, eliminate, and prevent reoccurrence of unauthorized discharge events at the Facility. The report should also explain the cause of each unauthorized discharge event (e.g., capacity issues, power plant operating conditions, etc.). The report must specifically address hydraulic capacity of the Facility ponds and the ability to maintain compliance with the Construction, Operation and Maintenance Specifications in WDRs Order R5-2019-0048, as they relate to pond storage and pH conditions. In addition, the report must also address the Facility's water balance and whether the technical report needs to be updated given the events that occurred in February 2025.

VI. Potential Liability/Fines

Pursuant to CWC section 13385, violations of CWC 13376 and violations of the WDRs are potentially subject to administrative civil liability of up to ten thousand dollars (\$10,000) for each day in which the violations occurred, and up to ten dollars (\$10) per gallon of wastewater discharged in excess of 1,000 gallons. This matter is being referred to the Assistant Executive Officer of the Central Valley Water Board for consideration of issuance of an Administrative Civil Liability Complaint (ACLC).

Please review the violations cited by this letter and submit any comments/corrections by **26 June 2025**. If you have any questions regarding this letter, please contact Michael Collins at (530) 224-4785, Michael.Collins@waterboards.ca.gov, or at the footer address.

Stacy S. Gotham, P.E.
Senior Water Resource Control Engineer

MAC: cc

cc electronically:

Jim Whittle, Shasta County Department of Resource Management,
Environmental Health Division, Redding
Kari Holmes, Central Valley Water Board, Rancho Cordova
Kristine Boyer, Burney Forest Products, Burney



July 10, 2025

Michael Collins
California Regional Water Quality Control Board
364 Knollcrest Drive, Suite 205
Redding, CA 96002

**RE: Corrective Action Report
Waste Discharge Requirements R5-2019-0048
NPDES No. CA0082490**

Mike,

Burney Forest Products (BFP) received a Notice of Violation on May 27, 2025, for three (3) unauthorized discharges that occurred in February 2025, and freeboard violations during the period of November 2024 to April 2025.

The *Facility Water Balance Evaluation Update (Update)* dated March 15, 2024, states that the Power Plant Pond (Lower) and Log Deck Pond (Upper) system has sufficient capacity in its current configuration to manage and retain storm water during a 100-year wet season without the need for additional temporary storage while maintaining 2 feet freeboard in both ponds. When operating, BFP can process between 150 and 200 million gallons of wastewater annually between the Lower and Upper Ponds using the Vibratory Sheared Enhanced Process (VSEP), sand filter, and cooling tower basin.

However, BFP suffered several equipment issues beginning in November 2024 which contributed to the freeboard and unauthorized discharge violations described below in reverse order.

Violations 8 – 9 Violation of WDRs Order R5-2019-0048 Construction, Operation and Maintenance Specifications, section IV.A.4.a (iv) and (viii).

The Discharger failed to maintain a freeboard of 2 feet or greater in the power plant pond and the log deck pond and the inability to maintain adequate freeboard was not due to direct precipitation or storm water runoff occurring as a result of annual precipitation with a greater than 100-year recurrence interval, or a storm event with an intensity greater than a 25-year, 24-hour storm event.

On November 1, 2024, BFP was taken offline for a planned biannual maintenance outage (Outage) scheduled in advance with PG&E and CALISO. This Outage was scheduled for a 10-day duration with BFP expected to be back in service on November 10, 2024. However, during

the outage, a new vendor behaved in a fraudulent manner and under false pretenses removed the critical turbine inlet stop valve and the feedwater regulation and steam attemperation valves. These valves are essential for the safe operation of the facility. Contrary to the purchase order agreement and with the apparent intention to extort BFP, the vendor held the valve components offsite at multiple initially undisclosed locations until payments were made for elevated full repairs. This was even though only minor and incomplete repairs could be verified by qualified professionals. Certain number of these valves were moved to Southern California and others across the country to New Jersey. After an extended negotiation, representatives of the BFP management team negotiated the release of all valve assemblies and parts. The parts were then reinspected and had to be repaired by qualified valve repair shops because none of the work claimed by the fraudulent vendor had been performed. In short, BFP was the victim of an unscrupulous contractor acting in concert with other unscrupulous parties. This contractor caused our outage to be extended by several weeks, resulting in a large economic (business) loss and the accumulation of wastewater and storm water runoff into the plant's process ponds during the time that we were offline. Following the repair and installation of the valves, BFP was returned to service on November 28, 2024.

The above situation was further exacerbated due to an electrical fire that occurred on December 2, 2024. This fire necessitated a second forced outage with both boilers removed from service for diagnostic evaluation and repair. This electrical fire was caused by a faulty solenoid valve on the air dryer. This valve failure caused the induction draft fan dampers to close creating a positive displacement of the boilers forcing embers to blow onto nearby electrical trays causing a fire. This new air dryer was just installed in April 2024, and the solenoid valve was under warranty.

In addition, beginning November 20 and continuing through November 26, 2024, BFP experienced an atmospheric river event that first dumped about 17 inches of snow followed by over 6 inches of heavy rain over a period of five days. On November 22, 2024, the Lower Pond freeboard requirement of 2 feet was not met. The Water Board was notified of the freeboard violation. In response to this emergency, BFP rented four 20,100-gallon water tanks to hold as much water as possible.

On November 24, 2024, the Upper Pond freeboard requirement of 2 feet was not met. The Water Board was notified of the freeboard violation.

During this time, BFP was moving water between the Upper Pond and the Lower Pond to balance water. Typically, BFP would be online with this wastewater being processed through the cooling tower. An additional water tank was delivered onsite. A total of 100,500 gallons of Lower Pond water was stored in these water tanks in addition to numerous water trucks and water tanks. We had no other feasible alternatives available to hold this water.

See Appendix A for numerous weather summaries and news articles regarding this atmospheric river event.

The *Update also* states that BFP runs almost continuously. This was not the case in 2024 due to the situations described above. Table 1 shows that for November 2024; there was a 92% decrease in production from the previous year. For December, there was a 45% decrease in production.

Table 1

Month	Gross MWH	Boiler 1 Operating Hours	Boiler 2 Operating Hours
November 2023	22,379	711	719
November 2024	1,778	26	138
December 2023	23,923	741	736
December 2024	13,144	563	562

A significant portion of the precipitation during the 2024/2025 rainy season was in the form of snowfall. The rain gauge at BFP was not designed to accurately account for water (rain) content in the snowfall because it is not equipped with a heater. BFP's rain gauge measured 35 inches in 2024 which is clearly not representative of the true total rainfall at BFP based upon comparisons to Shasta Dam and Redding precipitation which account for snowfall. For example, Shasta Dam logged 87 inches of rain in 2024, and Redding logged 41 inches in 2024.

We had similar weather for 2022/2023 which did not result in any violations because the facility was not forced into extended outages during this seasonal period. The facility must be in normal operation, with both boilers running as designed, in order to process the optimum amount of water. When the facility is operating under derated conditions, the water processing capabilities can differ widely from that indicated in the water balance study.

As the process pond levels increased, the facility implemented mitigating actions to address the freeboard violations but ultimately exhausted all options. Mitigating actions taken to prevent the freeboard violations included:

- The fuel storage yard drains to the Lower Pond were covered with a steel plate in an effort to retain storm water in the fuel yard. This action is reversible in that when the plate is removed, the storm water will flow to the Lower Pond in a controlled fashion as pond conditions allow.
- The Ash Pit drain valve to the Lower Pond was closed.
- All 5 water tanks onsite were filled with Lower Pond water.
- The Vibratory Sheared Enhanced Process (VSEP) water treatment system was in continuous operation to recycle as much process water as possible from the Log Deck Pond (Upper Pond), except during cleaning cycles.
- Under normal circumstances, Lower Pond water is pumped through a sand filter to remove minerals prior to use in the cooling tower. However, to move as much water out of the Lower Pond, water from the Lower Pond was pumped directly to the cooling tower and also to the Upper Pond.

- Lastly, the facility increased natural gas consumption to stabilize operations and to increase heat load improving cooling tower evaporation.
- To reduce the volume of water stored in the pond system during historically extreme wet winters, BFP adopted the strategy of recycling additional pond water to satisfy a portion of the makeup water demand.

Violations 2 - 7: Violation of WDRs Order R5-2019-0048 Discharge Prohibitions III.A, III.B, III.D, III.E, III.F, III.H, and III.I.

The power plant pond and the wood fuel pile yard contain wastes recognized as originating from Facility operations. The discharge or overflow of these wastes to surface waters is a violation of the aforementioned discharge prohibitions.

On February 1, 2025, the west coast of the US, and particularly Northern California, was experiencing the impact of severe storm systems causing widespread flooding, power interruptions, and travel restrictions. The atmospheric river system dumped heavy rain and snow over a wide region.

See Appendix A for numerous weather summaries and news articles describing the atmospheric river event.

Unauthorized Discharge Incidents

1. February 5, 2025 - Discharge of 180,000 gallons.

This discharge occurred in the early morning of February 5, 2025, due to extreme weather conditions and BFP operating at reduced load due to equipment issues.

The day prior, the Lower Pond freeboard level was at 6.6 inches. This was after receiving 3 inches of rain since February 1, 2025.

The Regional Water Quality Control Board (RWQCB) was advised on February 4, 2025, that the freeboard for the Lower Pond was 6.6 inches and that the plant was running at a reduced load due to equipment issues.

At 01:35 on February 5, 2025, the freeboard was reduced to 1 inch with pond levels continuing to rise. To avoid the possible overflow of the Lower Pond over the embankment, and possible erosion to the containment and pond embankment, a four-inch pump rated at 750 gallons per minute was used to pump Lower Pond water into the storm water system located at the south end of the embankment.

The RWQCB was notified at 08:30 February 5, 2025, of this emergency discharge which occurred for 4 hours from 2:17 to 06:15. The Office of Emergency Services (OES) was notified

of the discharge on February 5, and a follow-up report was submitted to RWQCB on February 11, 2025. See Appendix B for copies of all referenced 5-day spill reports and OES reports.

The volume of water bypassed from the Lower Pond to the storm water system was approximately 180,000 gallons. This value was derived by multiplying the pump capacity of 750 gallons per minute and the four hours of discharge.

The Lower Pond and the Storm Water Retention Pond were sampled for pH, Conductivity, Phosphorus, and Dissolved Oxygen. See Table 2.

Table 2

Burney Pond Water Quality Testing

Testing		Lower Pond				Retention Pond			
Date	Time	Ph	Conductivity	PO4	DO	Ph	Conductivity	PO4	DO
2/5/2025	11:30	6.97	1010	5.83	2.80	7.31	284	2.21	9.36
2/6/2025	14:30	7.12	907	5.06	8.54	7.45	336	1.61	6.76
2/7/2025	5:00	7.03	1451	7.83	4.3	7.29	259	6.69	1.12

File: Pond Water Testing_250205.xls

2. February 11, 2025 – Discharge of 42 gallons from fuel yard.

Overnight on February 10 and during the early morning of February 11, 2025, BFP operations pumped water from Lower Pond to Upper Pond, used water trucks to move water from the Lower Pond to the Upper Pond, and also pumped water from the Lower Pond to the Fuel Yard for extra storage capability in the Lower Pond due to the impending rainfall beginning on February 12, 2025.

On February 11, 2025, a flow of water from the fuel yard to the storm water culvert at the main gate was observed. BFP personnel were notified and the transfer pump that was pumping water from the Lower Pond to the fuel yard was shut down. It was determined that the runoff occurred for 20 minutes.

The RWQCB was notified via voicemail, the Office of Emergency Services (OES) was notified of the discharge and a follow-up report submitted on February 15, 2025. See Appendix B for copies of all referenced 5-day spill reports and OES reports.

BFP was unable to quantify discharge volume at that time. BFP had hired an engineer to prepare a fuel yard survey to determine volume. BFP determined that 42 gallons of wastewater from the fuel yard was released to the storm water system. This volume was calculated using the engineer’s fuel yard survey conducted after the February 17, 2025, event. The unpumped flow from the fuel yard lasted for about 20 minutes. The February 17 discharge from the fuel yard lasted for about 15 hours with 1,884 gallons calculated using the engineer's volume. This equates to 2.09 gallon per minute. Since this was a 20-minute discharge from the same area, the discharge was estimated to be 41.86 gallons. See Appendix C for fuel yard survey.

Prior to the storm event that started on February 12, 2025, the facility implemented many of the same remedial precautions and corrective actions taken during the prior discharge event on February 5, 2025, to maximize water retention capacity at the facility, and to mitigate an unauthorized discharge.

The water stored in the fuel yard and the Storm Water Retention Pond were sampled for pH, Conductivity, Phosphorus, and Dissolved Oxygen. See Table 3.

Table 3

Burney Pond Water Quality Testing													
Testing		Lower Pond				Retention Pond				Fuel Yard			
Date	Time	pH	Conductivity	PO4	DO	pH	Conductivity	PO4	DO	pH	Conductivity	PO4	DO
2/11/2025	5:00	8.86	1660	2.75	5.4	7.38	365	1.3	4.1				
2/11/2025	8:30					7.27	368	0.77	2.36	9	3030	8.34	7.46
2/12/2025	6:00	9.58	3290	2.07	5.7	9.33	318	1.8	5.72				
2/12/2025	16:30	9.44	3680	9.19	2.29	7.44	549	1.32	6.78				
2/13/2025	2:45	9.05	3430	5.45	2.91	6.76	361	0.89	5.86				
2/13/2025	11:30					7.28	528	0.43	6.06	7.69	2470	4.58	5.49

3. February 17, 2025 – Discharge of 1,884 gallons from fuel yard.

On February 16, 2025, at 22:40, operations noticed a flow of wastewater from the fuel yard to the storm water culvert at the main gate. Operations began pumping the fuel yard wastewater back into the Lower Pond.

On February 17, 2025, at 14:06, the flow from the fuel yard stopped. BFP determined that 1,884 gallons of wastewater from the fuel yard was released to the storm water system.

The RWQCB was notified via voicemail on February 17, 2025. OES was notified of the discharge, and a follow-up report was submitted to RWQCB on February 25, 2025. See Appendix B for copies of all referenced 5-day spill reports and OES reports.

The Upper, Lower, and the Storm Water Retention Ponds were sampled for pH, Conductivity, Phosphorus, and Dissolved Oxygen. See Table 4.

Table 4

Burney Pond Water Quality Testing													
Testing		Upper Pond				Lower Pond				Retention Pond			
Date	Time	Ph	Conductivity	PO4	DO	pH	Conductivity	PO4	DO	pH	Conductivity	PO4	DO
2/16/2025	5:00	7.8	2510	4.96	9.17	8.29	3551	7.9	5.37	7.52	339	5.52	8.14
2/16/2025	14:00	7.91	2680	6.99	9.25	9.55	3740	10.95	1.51	7.52	326	2.57	8.26
2/17/2025	4:00	7.97	2520	5.26	9.96	9.34	2930	6.77	5.39	7.33	319	1.32	7.42
2/17/2025	14:32	7.96	2440	5.01	9.3	9.7	3370	5.69	4.67	7.64	296	1.02	6.98
2/18/2025	2:25	7.01	2560	4.36	9.74	6.98	3700	6.01	5.21	6.98	290	1.71	7.01
2/18/2025	15:00	8	2440	4.32	8.49	9.51	3690	7.91	4.04	7.14	280	0.74	6.83
2/19/2025	9:12	7.89	2510	4.52	8.15	9.45	3910	9.7	3.68	6.65	283	1.61	6.33

***Violation 1: Violation of CWC Section 13376.
Failure to provide a report of waste discharge 180 days in advance of the discharge of waste is a violation of CWC Section 13376.***

These unauthorized discharge events in February were unplanned and occurred suddenly such that advance notice was not feasible.

Actions to Reduce, Eliminate and Prevent Reoccurrence

BFP will implement the following actions to prevent unauthorized discharges:

- The fuel storage yard drains to the Lower Pond will be covered with a steel plate in an effort to retain storm water in the fuel yard. This action is reversible in that when the plate is removed, the storm water will flow to the Lower Pond in a controlled fashion as pond conditions allow. The seal on the steel plate cover will be improved to prevent any flowback.
- The Ash Pit drain valve to the Lower Pond will be closed if wet weather is expected and freeboard levels are close to reaching the 2-foot limit.
- Water tanks will continue to be used to store excess wastewater when necessary. BFP is contracted with a vendor who can provide water tanks onsite within 1 -2 business days.
- The Vibratory Sheared Enhanced Process (VSEP) water treatment system will be in continuous operation to recycle as much process water as possible from Upper Pond, except during cleaning cycles.
- Under normal circumstances, Lower Pond water is pumped through a sand filter to remove minerals prior to use in the cooling tower. If this were to occur again, we would request the bypass of the sand filter to allow more water to be pumped directly from the Lower Pond to the cooling tower basin. This increases the amount of water (GPM) that can be pumped into the cooling tower basin and evaporated.
- The facility will increase natural gas consumption to stabilize operations and to increase heat load improving cooling tower evaporation.
- To reduce the volume of water stored in the pond system during historically extreme wet winters, BFP adopted the strategy of recycling additional pond water to satisfy a portion of the makeup water demand. Water from the Lower Pond is pumped through a sand or media filter to remove particulate matter. This water then goes into the cooling tower basin and is evaporated to the atmosphere.
- BFP will require references from potential new vendors to ensure the vendor has a valid history of quality work.
- The height of the fuel yard berms will be increased to allow Lower Pond wastewater to be pumped and temporarily stored in the fuel yard area. Procedures for pumping pond process water into the fuel yard will be developed and will incorporate additional monitoring to prevent any overflow. Pond level observations and readings will be taken and reported to management more frequently during storm events.

- The number of water tanks used to store wastewater will be increased as necessary and available.
- Boiler outages have not typically been scheduled during these seasonal periods. Better vetting of contractors, better onsite management of contractors and better vetting of replacement equipment will be implemented to ensure that poor performance of contractors and their services will not result in extended outages during these seasonal periods.

The unauthorized discharges and freeboard violations occurred primarily because BFP was off-line for an extended period due to extenuating circumstances. This is not typical in that BFP is contracted as a base-load electrical generation facility expected to operate continuously year after year. This led to the discharge of a total of 181,926 gallons of wastewater/storm water in February 2025, and freeboard violations of 121 days for the Upper Pond and 76 days for the Lower Pond.

BFP remains committed to responsibly managing our storm water and minimizing our impact to the environment and the general public. If you have any questions, or need further information, please contact Kristine Boyer, EH&S Manager at (530) 335-5023 ext. 105.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. (40 C.F.R. §122.22(d).)

Sincerely,

Dave McEligot,
Responsible Official

Enc
cc: Vince Brisini, Director of Env Affairs

APPENDIX A

November 2024 Atmospheric River Data
February 2025 Atmospheric River Data

1. November 2024 Center for Western Weather and Water Extremes (CW3e) Event summary for 19-23 November 2024. <https://cw3e.ucsd.edu/cw3e-event-summary-19-23-november-2024/>
2. Weather.com article dated November 23, 2024. <https://weather.com/forecast/regional/news/2024-11-18-bomb-cyclone-atmospheric-river-california-oregon-washington>
3. November 21-24, 2024 National Oceanic and Atmospheric Administration (NOAA) summaries.
4. February 2025 Center for Western Weather and Water Extremes (CW3e) Event summary for 31 January – 5 February 2025. https://cw3e.ucsd.edu/wp-content/uploads/2025/02/12Feb2025_Summary/12Feb2025_Summary.pdf
5. February 2-6 NOAA summaries.

APPENDIX B

Copies of all referenced 5-day spill reports and OES notifications

APPENDIX C

Gregory Engineering Fuel Yard Water Volume Survey

Appendix 6

Shasta County Air District Letter- BARCT Compliance



Shasta County

DEPARTMENT OF RESOURCE MANAGEMENT
1855 Placer Street, Redding, CA 96001

Sean Ewing
Director

December 13, 2025

David Mceligot, Authorized Representative
Burney Forest Products
35586-C Highway 299 East
Burney, CA 96013

Dear Mr. Mceligot:

BARCT IMPLEMENTATION- BURNEY FOREST PRODUCTS

The Shasta County Air Quality Management District (District) has reviewed Best Available Retrofit Control Technology (BARCT) requirements for the Burney Forest Product facility located in Burney, CA – Shasta County.

It has been determined that this facility currently meets emission limits as required in recent BARCT determinations made for similar wood-fired biomass operations. Shasta County requires no further retrofit technology to be implemented for Burney Forest Products at this time. A BARCT determination for this facility may be re-evaluated in the future at the discretion of the District.

If you have any questions, please feel free to contact me at 530-225-5674.

Sincerely,

Lindsey Welch
Senior Air Pollution Inspector

■ Suite 101
AIR QUALITY MANAGEMENT DISTRICT
(530) 225-5674
Fax (530) 225-5237

□ Suite 102
BUILDING DIVISION
(530) 225-5761
Fax (530) 245-6468

□ Suite 103
PLANNING DIVISION
(530) 225-5532
Fax (530) 245-6468

□ Suite 201
ENVIRONMENTAL HEALTH DIVISION
(530) 225-5787
Fax (530) 225-5413

□ Suite 200
ADMINISTRATION
(530) 225-5789
Fax (530) 225-5807

Appendix 7

PG&E's Proposed Protective Order

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

Request For Approval Of A Contract Amendment)
To Extend The Bioenergy Renewable Auction)
Mechanism Power Purchase Agreement With)
Burney Forest Products

Advice 7796-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-Cand 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

Request For Approval Of A Contract Amendment)
To Extend The Bioenergy Renewable Auction)
Mechanism Power Purchase Agreement With)
Burney Forest Products

Advice 7796-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	Ellison Schneider & Harris LLP	Pacific Gas and Electric Company
Albion Power Company		Peninsula Clean Energy
Alta Power Group, LLC	Electrical Power Systems, Inc. Fresno	Pioneer Community Energy
Anderson & Poole	Engie North America	Public Advocates Office
BART	Engineers and Scientists of California	Redwood Coast Energy Authority
Ava Community Energy		Regulatory & Cogeneration Service, Inc.
BART		Resource Innovations
Buchalter	GenOn Energy, Inc.	Rockpoint Gas Storage
Barkovich & Yap, Inc.	Green Power Institute	
Biering & Brown LLP		San Diego Gas & Electric Company
Braun Blasing Smith Wynne, P.C.	Hanna & Morton LLP	San Jose Clean Energy
		SPURR
California Community Choice Association	ICF consulting	
California Cotton Ginners & Growers Association	iCommLaw	Sempra Utilities
California Energy Commission	International Power Technology	Sierra Telephone Company, Inc.
California Hub for Energy Efficiency	Intertie	Southern California Edison Company
California Alternative Energy and Advanced Transportation Financing Authority	Intestate Gas Services, Inc.	Southern California Gas Company
California Public Utilities Commission		Spark Energy
Calpine	Kaplan Kirsch LLP	Sun Light & Power
Cameron-Daniel, P.C.	Kelly Group	Sunshine Design
Casner, Steve	Ken Bohn Consulting	Stoel Rives LLP
Center for Biological Diversity	Keys & Fox LLP	
Chevron Pipeline and Power	Leviton Manufacturing Co., Inc.	Tecogen, Inc.
	Los Angeles County Integrated	TerraVerde Renewable Partners
		Tiger Natural Gas, Inc.
Clean Power Research	Waste Management Task Force	
Coast Economic Consulting		Utility Cost Management
Commercial Energy	MRW & Associates	
Crossborder Energy	Manatt Phelps Phillips	
Crown Road Energy, LLC	Marin Energy Authority	Water and Energy Consulting
	McClintock IP	
	McKenzie & Associates	
Davis Wright Tremaine LLP	Modesto Irrigation District	
Day Carter Murphy	NLine Energy Inc.	Yep Energy
Dept of General Services	NOSSAMAN LLP	
Douglass & Liddell	NRG Energy Inc.	
Downey Brand LLP		
	OnGrid Solar	