

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



Pacific Gas & Electric Company
ELC (Corp ID 39)
Status of Advice Letter 7798E
As of April 29, 2026

Subject: Update to Pacific Gas and Electric Company's Bundled Procurement Plan - Electrical Capacity and Ratable Rates

Division Assigned: Energy

Date Filed: 12-30-2025

Date to Calendar: 01-26-2026

Authorizing Documents: D0712052

Disposition:	Accepted
Effective Date:	12-30-2025

Resolution Required: No

Resolution Number: None

Commission Meeting Date: None

CPUC Contact Information:

edtariffunit@cpuc.ca.gov

AL Certificate Contact Information:

Michael Finnerty

(279) 789-6216

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



To: Energy Company Filing Advice Letter

From: Energy Division PAL Coordinator

Subject: Your Advice Letter Filing

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

The AL status certificate indicates:

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- Disposition of Filing (Accepted, Rejected, Withdrawn, etc.)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

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

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

Energy Division's Tariff Unit by e-mail to
edtariffunit@cpuc.ca.gov

December 30, 2025

Advice 7798-E

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

Subject: Update to Pacific Gas and Electric Company's Bundled Procurement Plan – Electrical Capacity and Ratable Rates

Introduction

Pacific Gas and Electric Company (PG&E) hereby submits to the California Public Utilities Commission (Commission or CPUC) this advice letter to update the electrical capacity and ratable rates in PG&E's approved Bundled Procurement Plan (BPP).

Background

PG&E's BPP establishes the utility's procurement authority on behalf of bundled customers, consistent with Public Utilities Code Section 454.5, which obviates the need for an after-the-fact reasonableness review by the Commission as long as the resulting utility procurement decisions are consistent with the approved plan. In Decision (D.) 15-10-031, the Commission adopted the investor-owned utilities' proposed BPPs with modifications and required PG&E to submit a conformed copy of its BPP, which PG&E submitted on December 10, 2015.¹ Since then, PG&E has updated its BPP as needed, pursuant to certain advice letter filings that have been approved by the Commission, when market conditions or electric portfolio changes necessitate modifying PG&E's BPP. On March 18, 2021, the Commission approved PG&E's Advice Letter 5985-E via Resolution E-5129, which extended PG&E's procurement authority under its Conformed 2014 BPP on a rolling basis until an updated or new BPP is approved for PG&E in the Integrated Resource Plan Proceeding (R.20-05-003) or elsewhere.

PG&E's BPP establishes electrical capacity procurement limits and ratable rates that apply to electric capacity transactions with deliveries beyond the prompt calendar year.² PG&E's BPP indicates that PG&E will file an "annual (or more frequent, if necessary) update to its electrical capacity, electric energy, natural gas, and greenhouse gas procurement limit and ratable rates in Appendix C in a Tier 1 advice letter".³ During the

¹ On June 15, 2016, Energy Division issued a disposition letter approving PG&E's Conformed BPP submitted in Advice Letter 4750-E, consistent with D.15-10-031 and D.16-01-015.

² BPP, Sheet Nos. 65-67.

³ BPP, Sheet No. 37.

years in which PG&E does not file an updated conformed bundled procurement plan, PG&E will submit changes to its BPP procurement limits and ratable rates via a Tier 1 advice letter.

Discussion

In this advice letter, PG&E adjusts the previously approved electrical capacity and ratable rates. All the adjustments and related changes are illustrated by Confidential Attachments A and B. Confidential Attachments A and B of this advice letter include redlined and clean versions of the revised electrical capacity and ratable rates with limits tables appearing in Section A (“Limits”) of Appendix C of PG&E’s BPP.

In response to the CPUC’s adoption of the Slice of Day (SoD) Resource Adequacy (RA) framework in D.23-04-010, PG&E is proposing a minor modification to the method used for calculating capacity procurement limits. PG&E’s proposed change only applies to the calculation method used to forecast the bundled portfolio’s capacity open position (i.e., the difference between the bundled portfolio’s RA requirement and the portfolio’s net qualifying capacity (NQC) supply as described in Appendix C; otherwise, all other aspects governing the currently adopted capacity limit framework described in Appendix C remain unchanged.

The parameters governing the open position calculation under the currently approved methodology reflect the RA framework that was in place prior to the implementation of the SoD RA Framework. Specifically, the RA requirement was based on a single monthly peak load forecast value and the net qualifying capacity (NQC) for battery storage resources was set equal to the resource’s maximum discharge capacity. With the implementation of SoD the RA construct has fundamentally changed. Instead of a single monthly requirement, LSE’s must now meet 24 separate hourly requirements in each month over the forecast horizon. For battery storage resources, their NQC no longer equates to their full capacity given the need to consider how battery storage resources support meeting PG&E’s now 24-hourly requirements. Instead, the allocation of battery storage capacity across the 24 hours is limited by the size and duration of the battery (e.g. 4-hour batteries can only discharge at the maximum capacity level over 4-hour period). In practice, how batteries are charged and discharged towards meeting the 24-hourly requirements is at the discretion of each LSE, provided operational constraints, including charging sufficiency, are satisfied.

To implement the calculation of the bundled portfolio’s capacity open position under the Slice of Day (SoD) framework for determining capacity procurement limits, PG&E proposes the following step-by-step process:

1. **Forecast Initial Open Positions:** Generate an initial forecast of open positions for each of the 24 SoD hours in every month of the forecast horizon, excluding the impact of battery storage.

2. **Optimize Storage Allocation:** Allocate portfolio battery storage charging and discharging capacity across the 24 SoD hours using the storage optimization algorithm described in detail in PG&E's 2026 ERRR Forecast (A.25-05-011) Opening Testimony. The algorithm allocates the storage charge and discharge in a manner that flattens the open positions (i.e., minimizes the relative difference in magnitude) across the 24 hours.
3. **Calculate Final Hourly Positions:** Add the optimized storage discharge and charge capacities to the initial hourly open positions to produce the final set of 24 hourly open positions for each month.
4. **Determine Procurement Limits:** For each month, select the open position corresponding to the coincident peak hour and use it to derive the procurement limits and ratable rates as set forth in Appendix C.

The practical impact of updating the procurement limit calculation as proposed above depends on the quantity of storage NQC used in calculating the final open position to derive the limits. PG&E clarifies that the capacity limits calculation should reflect the optimized discharge supply from battery storage resources as the NQC for battery storage resources during the CAISO peak hour of PG&E's SoD position forecast, rather than the maximum capacity of each resource. This clarification recognizes that the NQC for battery storage resources will typically be less than the full capacity due to the need to discharge RA from battery storage resources for more hours than they are capable of generating at their maximum capacity (e.g. 4 hours).

The attached Appendix C has been updated to reflect the proposed changes to the capacity limit calculation. In addition, PG&E has refreshed the vintages and delivery periods of the forward price curves used to calculate the two standard deviation high heat-rate as well as the resulting high heat-rate value shown in Table C-2. PG&E notes that the forward price curves and updated value in Table C-2 are identical to those shown in Appendix C provided in the Tier 1 Advice Letter 7790-E submitted on December 19, 2025.

In accordance with D.07-12-052, all proposed updates to the BPP are to be made via an advice letter and shall include red-lined pages of the BPP as well as clean replacement pages.⁴ Accordingly, PG&E attaches to this Advice Letter redlined, as well as clean replacement pages, for the proposed electrical capacity procurement and ratable rates limit changes for PG&E's BPP.

Confidentiality

In support of this Advice Letter, PG&E submits Confidential Attachments A to C in the manner directed by D.14-10-033, D. 06-06-066, and D.08-04-023 to demonstrate the confidentiality of the material and to invoke the protection of confidential utility information provided under D.14-10-033, D. 06-06-066, General Order 66-D and Public Utilities Code

⁴ D.07-12-052 at pp. 184-185.

Section 454.5(g). A separate Declaration Seeking Confidential Treatment is being submitted concurrently with this Advice Letter.

In accordance with GO 96-B, a copy of PG&E's Proposed Protective Order is attached as Attachment G.

Attachments

Confidential Attachment A	Proposed Edits to Electrical Capacity Procurement and 1 X Ratable Rate Limits, BPP Sheets 65 - 67 (Redline)
Confidential Attachment B	Proposed Edits to Electrical Capacity Procurement and 1 X Ratable Rate Limits, BPP Sheets 65 - 67 (Clean)
Confidential Attachment C	Confidential Workpapers – Electrical Capacity Procurement Limits
Public Attachment D	Proposed Edits to Electrical Capacity Procurement and 1 X Ratable Rate Limits, BPP Sheets 65 - 67 (Redline)
Public Attachment E	Proposed Edits to Electrical Capacity Procurement and 1 X Ratable Rate Limits, BPP Sheets 65 - 67 (Clean)
Public Attachment F	Declaration of Marcus Keller Seeking Confidential Treatment Pursuant to D.06-06-066 and Public Utilities Code §454.5(g)
Public Attachment G	Proposed Protective Order

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 21⁵ days 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:

⁵ Pursuant to Rule 1.5 of General Order 96-B, PG&E requests to extend the protest period by one additional day because the 20-day protest period concludes on a holiday.



ADVICE LETTER SUMMARY

ENERGY UTILITY



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

Company name/CPUC Utility No.: Pacific Gas and Electric Company (U 39 E)

Utility type:

- ELC GAS WATER
 PLC HEAT

Contact Person: Michael Finnerty
 Phone #: (279) 789-6216
 E-mail: PGETariffs@pge.com
 E-mail Disposition Notice to: michael.finnerty@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) #: 7798-E

Tier Designation: 1

Subject of AL: Update to Pacific Gas and Electric Company's Bundled Procurement Plan - Electrical Capacity and Ratable Rates

Keywords (choose from CPUC listing): Compliance, Procurement, Capacity

AL Type: Monthly Quarterly Annual One-Time Other:

If AL submitted in compliance with a Commission order, indicate relevant Decision/Resolution #: D.07-12-052

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

Summarize differences between the AL and the prior withdrawn or rejected AL: N/A

Confidential treatment requested? Yes No

If yes, specification of confidential information: See Attachment F
 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: Marcus Keller, Marcus.Keller@pge.com

Resolution required? Yes No

Requested effective date: 12/30/25 No. of tariff sheets: 0

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

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

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

Tariff schedules affected: N/A

Service affected and changes 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 21 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

Attachment A

Proposed Edits to Electrical Capacity Procurement and 1
X Ratable Rate Limits, BPP Sheets 65 - 67 (Redline)

(Confidential)

Attachment B

Proposed Edits to Electrical Capacity Procurement and 1
X Ratable Rate Limits, BPP Sheets 65 - 67 (Clean)

(Confidential)

Attachment C

Confidential Workpapers – Electrical Capacity
Procurement Limits

(Confidential)

Attachment D

Proposed Edits to Electrical Capacity Procurement and 1
X Ratable Rate Limits, BPP Sheets 65 - 67 (Redline)

(Public)



A. Limits

1. Electrical Capacity Procurement Limits and Ratable Rates

In Decision (“D.”) 12-01-033, the California Public Utilities Commission (“CPUC” or “Commission”) directed Pacific Gas and Electric Company (“PG&E”) to include electrical capacity procurement limits and ratable rates in PG&E’s Bundled Procurement Plan (“BPP”).¹ PG&E’s BPP includes the following requirements for procurement limits and ratable rates for electrical capacity:

- a) The procurement limits and ratable rates apply to electrical capacity transactions with deliveries beyond the prompt calendar year (e.g., for electrical capacity transactions occurring in 2015, procurement limits and ratable rate shall apply to contract deliveries in 2017 and beyond).² The procurement limits and ratable rates reflect a limit on net capacity procurement, which is purchases less sales of capacity in a given year.
- b) No limits or ratable rates apply to PG&E meeting its Resource Adequacy (“RA”) capacity requirements for the current calendar year and prompt calendar year (i.e., the calendar delivery year immediately following the current year).
- c) Delivery years two and onward maximum annual electrical capacity procurement limits are equal to the difference between: (1) PG&E’s forecast Slice-of-Day (SoD) peak hour electrical capacity requirement using a 1-in-2 year load forecast multiplied by ~~117~~118 percent); and (2) The forecast Net Qualifying Capacity (NQC) of PG&E’s committed non-battery storage resources³ and planned preferred⁴ non-battery storage resources.

¹ D.12-01-033 at pp. 14-15 and Ordering Paragraph (“OP”) 2.

² No formal limits or ratable rates are set beyond the term of the BPP. Approval for any electrical capacity procurement beyond the term of the BPP will be sought through an application.

³ Assuming no re-contracting of resources that are not preferred.

⁴ For purposes of calculating PG&E’s annual electrical capacity procurement limits and compliance with such limits, preferred resources are Energy Efficiency programs, Demand Response programs, Renewable Sources, Distributed Generation including Combined Heat and Power (“CHP”) resources (or those resources qualified to count toward the Commission’s CHP goals), and Energy Storage Program procurement including procurement of preferred resources above the Commission’s targets or goals.



plus the optimized peak-hour storage discharge of committed and planned preferred battery storage resources.

- d) Ratable rates equal to the annual electrical capacity procurement limits divided by the number of years between the delivery year and the transaction year apply for delivery years two and onward and reflect the maximum capacity procurement of non-preferred electrical capacity allowed under the BPP in that year. For example, the ratable rate for delivery Year 4 is one-third the annual electrical capacity procurement limit for Year 4 (i.e., the Year 4 electrical capacity procurement limits divided by the annual time difference between Year 4 and Year 1). The unused portion of each year's ratable rate accumulate year-to-year, producing a cumulative ratable rate for each delivery year. Table C-1 contains PG&E's procurement limits for electrical capacity for the CPUC Approved Scenario. Procurement at two-times the ratable rate, subject to the electrical capacity procurement limits, for delivery Years 2 through 5 is allowed if the prompt 12-month forward on-peak implied market heat rate at the time of execution is less than the two-standard deviation historical high value provided in Table C-2. Otherwise, procurement at one-times the ratable rate is used.
- e) A transaction counts against the annual electrical capacity procurement limits and ratable rates in the year the contract is effective.⁵ A transaction is compliant with PG&E's authorized procurement limits and ratable rates if, at the time the contract becomes effective, the transaction does not cause PG&E to exceed its procurement limit or ratable rate for the applicable year. A transition from a two-times ratable rate to a one-times ratable rate within a given year will not cause any transaction activity that occurred prior to the transition date to be non-compliant with PG&E's ratable rates, provided that such transactions complied with the applicable ratable rate when executed.
- f) On occasion, whether due to the lumpiness of procurement, Commission mandated procurement (such as non-renewable, non-CHP Qualifying Facilities, non-Energy Storage, or unique and fleeting opportunities), transactions in a given year may exceed the electrical capacity procurement limits and/or ratable rates for that year. For these transactions, PG&E will request from the Commission an exemption from the annual electrical capacity procurement limits and/or ratable rates as necessary when seeking approval for the transaction.

⁵ Procurement at two-times the ratable rate is allowed only when the contract is effective upon execution since the ability to procure at this level is determined at the time of execution.



**TABLE C-1
PACIFIC GAS AND ELECTRIC COMPANY
CPUC APPROVED SCENARIO
ELECTRICAL CAPACITY PROCUREMENT AND 1 X RATABLE RATE LIMITS (MW)
CONFIDENTIAL**

<u>Delivery Year</u>	<u>Procurement Limit (MW)</u>	<u>1 x RR in 2025</u>	<u>1 x RR in 2026</u>	<u>1 x RR in 2027</u>	<u>1 x RR in 2028</u>
<u>2027</u>			n/a	n/a	n/a
<u>2028</u>				n/a	n/a
<u>2029</u>					n/a
<u>2030</u>					
<u>2031</u>					
<u>2032</u>					
<u>2033</u>					
<u>2034</u>					

<u>Delivery Year</u>	<u>Procurement Limit (MW)</u>	<u>1 x RR in 2026</u>	<u>1 x RR in 2027</u>	<u>1 x RR in 2028</u>	<u>1 x RR in 2029</u>	<u>1 x RR in 2030</u>	<u>1 x RR in 2031</u>	<u>1 x RR in 2032</u>	<u>1 x RR in 2033</u>
<u>2028</u>			n/a	n/a	n/a	n/a	n/a	n/a	n/a
<u>2029</u>				n/a	n/a	n/a	n/a	n/a	n/a
<u>2030</u>					n/a	n/a	n/a	n/a	n/a
<u>2031</u>						n/a	n/a	n/a	n/a
<u>2032</u>							n/a	n/a	n/a
<u>2033</u>								n/a	n/a
<u>2034</u>									n/a
<u>2035</u>									

**TABLE C-2
PACIFIC GAS AND ELECTRIC COMPANY
ELECTRICAL CAPACITY IMPLIED MARKET HEAT RATE MARKET CONDITION MEASURE**

Line No.	Measure	Value (MMBtu/MWh)
1	Two Standard Deviation High	

The forward power curves used to calculate the two standard-deviation measure were generated over the period August 1, ~~2018-2019~~ through July 31, ~~2024-2025~~ with delivery months spanning the period from ~~September-January 2018-2020~~ through July ~~2025-2026~~.

6

Attachment E

Proposed Edits to Electrical Capacity Procurement and 1
X Ratable Rate Limits, BPP Sheets 65 - 67 (Clean)

(Public)



A. Limits

1. Electrical Capacity Procurement Limits and Ratable Rates

In Decision (“D.”) 12-01-033, the California Public Utilities Commission (“CPUC” or “Commission”) directed Pacific Gas and Electric Company (“PG&E”) to include electrical capacity procurement limits and ratable rates in PG&E’s Bundled Procurement Plan (“BPP”).¹ PG&E’s BPP includes the following requirements for procurement limits and ratable rates for electrical capacity:

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- b) No limits or ratable rates apply to PG&E meeting its Resource Adequacy (“RA”) capacity requirements for the current calendar year and prompt calendar year (i.e., the calendar delivery year immediately following the current year).
- c) Delivery years two and onward maximum annual electrical capacity procurement limits are equal to the difference between: (1) PG&E’s forecast Slice-of-Day (SoD) peak hour electrical capacity requirement using a 1-in-2 year load forecast multiplied by 118 percent; and (2) The forecast Net Qualifying Capacity (NQC) of PG&E’s committed non-battery storage resources³ and planned preferred⁴ non-battery storage resources, plus the

¹ D.12-01-033 at pp. 14-15 and Ordering Paragraph (“OP”) 2.

² No formal limits or ratable rates are set beyond the term of the BPP. Approval for any electrical capacity procurement beyond the term of the BPP will be sought through an application.

³ Assuming no re-contracting of resources that are not preferred.

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- optimized peak-hour storage discharge of committed and planned preferred battery storage resources.
- d) Ratable rates equal to the annual electrical capacity procurement limits divided by the number of years between the delivery year and the transaction year apply for delivery years two and onward and reflect the maximum capacity procurement of non-preferred electrical capacity allowed under the BPP in that year. For example, the ratable rate for delivery Year 4 is one-third the annual electrical capacity procurement limit for Year 4 (i.e., the Year 4 electrical capacity procurement limits divided by the annual time difference between Year 4 and Year 1). The unused portion of each year's ratable rate accumulate year-to-year, producing a cumulative ratable rate for each delivery year. Table C-1 contains PG&E's procurement limits for electrical capacity for the CPUC Approved Scenario. Procurement at two-times the ratable rate, subject to the electrical capacity procurement limits, for delivery Years 2 through 5 is allowed if the prompt 12-month forward on-peak implied market heat rate at the time of execution is less than the two-standard deviation historical high value provided in Table C-2. Otherwise, procurement at one-times the ratable rate is used.
- e) A transaction counts against the annual electrical capacity procurement limits and ratable rates in the year the contract is effective.⁵ A transaction is compliant with PG&E's authorized procurement limits and ratable rates if, at the time the contract becomes effective, the transaction does not cause PG&E to exceed its procurement limit or ratable rate for the applicable year. A transition from a two-times ratable rate to a one-times ratable rate within a given year will not cause any transaction activity that occurred prior to the transition date to be non-compliant with PG&E's ratable rates, provided that such transactions complied with the applicable ratable rate when executed.
- f) On occasion, whether due to the lumpiness of procurement, Commission mandated procurement (such as non-renewable, non-CHP Qualifying Facilities, non-Energy Storage, or unique and fleeting opportunities), transactions in a given year may exceed the electrical capacity procurement limits and/or ratable rates for that year. For these transactions, PG&E will request from the Commission an exemption from the annual electrical capacity procurement limits and/or ratable rates as necessary when seeking approval for the transaction.

⁵ Procurement at two-times the ratable rate is allowed only when the contract is effective upon execution since the ability to procure at this level is determined at the time of execution.



**TABLE C-1
PACIFIC GAS AND ELECTRIC COMPANY
CPUC APPROVED SCENARIO
ELECTRICAL CAPACITY PROCUREMENT AND 1 X RATABLE RATE LIMITS (MW)
CONFIDENTIAL**

Delivery Year	Procurement Limit (MW)	1 x RR in 2026	1 x RR in 2027	1 x RR in 2028	1 x RR in 2029	1 x RR in 2030	1 x RR in 2031	1 x RR in 2032	1 x RR in 2033
2028			n/a	n/a	n/a	n/a	n/a	n/a	n/a
2029				n/a	n/a	n/a	n/a	n/a	n/a
2030					n/a	n/a	n/a	n/a	n/a
2031						n/a	n/a	n/a	n/a
2032							n/a	n/a	n/a
2033								n/a	n/a
2034									n/a
2035									

**TABLE C-2
PACIFIC GAS AND ELECTRIC COMPANY
ELECTRICAL CAPACITY IMPLIED MARKET HEAT RATE MARKET CONDITION MEASURE**

Line No.	Measure	Value (MMBtu/MWh)
1	Two Standard Deviation High	

The forward power curves used to calculate the two standard-deviation measure were generated over the period August 1, 2019 through July 31, 2025 with delivery months spanning the period from January 2020 through July 2026.

6

Attachment F

Declaration of Marcus Keller Seeking Confidential
Treatment Pursuant to D.06-06-066 and Public Utilities
Code §454.5(g)

(Public)

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

**DECLARATION OF MARCUS KELLER
SEEKING CONFIDENTIAL TREATMENT
FOR CERTAIN DATA AND INFORMATION
CONTAINED IN PG&E'S ADVICE LETTER 7798-E**

I, Marcus Keller, declare:

1. I am the Director of Portfolio Forecasting and Cost Recovery within the Energy Policy and Procurement organization, responsible for preparing, validating, and analyzing energy procurement cost and generation forecasts utilized in regulatory proceedings before the California Public Utilities Commission and the California Energy Commission. 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, 14-10-033, and relevant Commission rules, I make this declaration seeking confidential treatment for certain procurement data and information contained in Advice Letter 7798-E, which provides an update to PG&E's Electrical Capacity and Ratable Rates.

3. Attached to this declaration is a matrix identifying the data and information for which PG&E is seeking confidential treatment. The matrix specifies that the material PG&E is seeking to protect constitutes confidential market sensitive procurement data and information covered by Public Utilities Code Section 454.5(g), D. 06-06-066, D.14-10-033, and General Order (GO) 66-D, Section 2.2b. 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 30, 2025 at Oakland, California.

/s/

Marcus Keller

PACIFIC GAS AND ELECTRIC COMPANY (U 39 E)
ADVICE LETTER 7798-E
DECEMBER 30, 2025

IDENTIFICATION OF CONFIDENTIAL INFORMATION

Redaction Reference	Category from D.06-06-066, Appendix 1, or Separate Confidentiality Statute or Order That Data Corresponds To	Justification for Confidential Treatment	Length of Time Data To Be Kept Confidential
Document:			
Advice 7798-E, Attachment A, B	<i>D.14-10-033, Attachment A</i> <i>Public Utilities Code</i> <i>§454.5(g)</i> <i>General Order 66-D</i>	Information concerning GHG compliance instrument procurement strategy and/or activities. The release of this commercially sensitive information could cause harm to PG&E’s customers and put PG&E at an unfair business disadvantage by the disclosure of a GHG procurement strategy. This information could be used by other market participants to gain a commercial advantage. In addition, this information may reveal whether or not PG&E participated in California Air Resources Board (“CARB”) auctions and PG&E’s net open position for GHG compliance.	Indefinite
Advice 7798-E, Attachment A, B	D.06-06-066, <i>Appendix 1</i> (Item I.A.4 Long-term fuel (gas) buying and hedging plans) Pub. Util., Code § 454.5(g)	Information concerning a description of PG&E’s long term fuel (gas) buying and hedging strategies, which constitutes market sensitive information that could cause harm to PG&E’s customers and put PG&E at an unfair business disadvantage if publicly disclosed.	Indefinite
Advice 7798-E, Attachment A, B, C	D.06-06-066, <i>Appendix 1</i> (Item VI.A Utility Bundled Net Open (Long or Short) Position for Capacity (MW)) Pub. Util. Code §454.5(g)	This information discloses PG&E’s electric capacity procurement limits, including its open position. The information also identifies how PG&E’s procurement limits are calculated. The release of this commercially sensitive information could cause harm to PG&E’s customers and put PG&E at an unfair business disadvantage. If this information was disclosed, market participants could gain insight into PG&E’s procurement needs and thus gain a commercial advantage.	Indefinite
Advice 7798-E, Attachment A, B	D.06-06-066, <i>Appendix 1</i> (Item VI.B Utility Bundled Net Open (Long or Short) Position for Energy (MWh)) Pub. Util. Code §454.5(g)	This information discloses PG&E’s electric energy procurement limits, including its open position. The information also identifies how PG&E’s procurement limits are calculated. The release of this commercially sensitive information could cause harm to PG&E’s customers and put PG&E at an unfair business disadvantage. If this information was disclosed, market participants could gain insight into PG&E’s procurement needs and thus gain a commercial advantage.	Indefinite

Attachment G

Proposed Protective Order

(Public)

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

**Update to Pacific Gas and Electric Company’s)
Bundled Procurement Plan – Electrical)
Capacity and Ratable Rates)**
_____)

Advice 7798-E

[PROPOSED] 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

**Update to Pacific Gas and Electric Company's)
Bundled Procurement Plan – Electrical)
Capacity and Ratable Rates)**
_____)

Advice 7798-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	