

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



Pacific Gas & Electric Company
GAS (Corp ID 39)
Status of Advice Letter 4686G/6775E
As of December 22, 2022

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

Division Assigned: Energy

Date Filed: 11-30-2022

Date to Calendar: 12-07-2022

Authorizing Documents: D1806027

Authorizing Documents: D1810007

Authorizing Documents: E-4999

Disposition:	Accepted
Effective Date:	12-30-2022

Resolution Required: No

Resolution Number: None

Commission Meeting Date: None

CPUC Contact Information:

edtariffunit@cpuc.ca.gov

AL Certificate Contact Information:

Kimberly Loo

(415)973-4587

PGETariffs@pge.com

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



To: Energy Company Filing Advice Letter

From: Energy Division PAL Coordinator

Subject: Your Advice Letter Filing

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

The AL status certificate indicates:

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- Disposition of Filing (Accepted, Rejected, Withdrawn, etc.)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

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

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

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

November 30, 2022

Advice 4686-G/6775-E

(Pacific Gas and Electric Company ID U 39 M)

Public Utilities Commission of the State of California

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

I. Purpose

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

The four 20-year PPAs that were selected and executed as a result of the Fall 2021 DAC RFO are summarized in "Table 1: Summary of Selected DAC Projects from the Fall 2021 DAC RFO" below. The four 20-year PPAs result in new solar photovoltaic (PV) projects located in eligible DACs within PG&E's service territory for a total of 17.56 megawatts (MW).

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

Counterparty	Program	Project Name	Contract Capacity (MW)	Term (Yrs)	Commercial Operation Date (COD)	Location (City, State)	Cal Enviro Screen 3.0 Score
RPCA Solar 1, LLC	DAC-GT	Avenue 26 Solar Phase 2	5	20	8/31/2024	Chowchilla, CA	Top 25% DAC
RPCA Solar 1, LLC	DAC-GT	Avenue 26 Solar Phase 1	2.56	20	8/31/2024	Chowchilla, CA	Top 25% DAC
RPCA Solar 6, LLC	DAC-GT	Canyon Road Solar	5	20	8/31/2024	Los Banos, CA	Top 25% DAC
RPCA Solar 8, LLC	DAC-GT	Althea Avenue Solar Phase 1	5	20	8/31/2024	Firebaugh, CA	Top 25% DAC

II. Background

The CPUC issued the DAC Decisions to implement Assembly Bill 327, which directs California's large investor owned utilities (IOUs) to procure renewable generation under two new programs, Disadvantaged Communities Green Tariff (DAC-GT) and Community Solar Green Tariff (CS-GT) (collectively, DAC-GT/CS-GT Programs). These programs are designed to promote the installation of renewable generation in DACs. The DAC Decisions directed California's three large investor owned utilities (IOUs) to hold at least two solicitations per year until the Program Capacity Allocation (as set forth in Table 2 below) is met. PG&E issued its first DAC solicitation on March 5, 2020, which resulted in the execution of five PPAs. Advice Letter 5996-E was filed on November 8, 2020 seeking approval of those five PPAs and was effective as of December 9, 2020.

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

PG&E issued the Spring 2021 DAC RFO, its third DAC solicitation, on May 3, 2021, which resulted in the execution of two DAC-GT PPAs and one CS-GT PPA, for a total of three PPAs. Advice Letter 6510-E was filed on February 22, 2022 seeking approval of those three PPAs and was effective as of March 24, 2022.

PG&E issued the Fall 2021 DAC RFO, its fourth DAC Solicitation, on December 30, 2021, which resulted in the execution of four DAC-GT PPAs. This Advice Letter is seeking approval of these four executed PPAs. See “Table 2: PG&E’s Program Capacity Allocation Impact from Fall 2021 DAC RFO” below for a summary of how these four executed PPAs will reduce PG&E’s current Program Capacity Allocation.

Table 2: PG&E’s Program Capacity Allocation Impact from Fall 2021 DAC RFO

	DAC-GT	CS-GT
Program Capacity Allocation (MW)	52.32 ¹	14.20
Program Capacity available and offered into the Fall 2021 DAC RFO	17.56	2.2
Total Executed Contract Capacity from Fall 2021 DAC RFO (MW)	17.56	0
Remaining Program Capacity (MW)	0	2.2

PG&E’s DAC-GT and CS-GT Programs include both customer and procurement components. On the customer side, the programs allow eligible customers to subscribe to the output from third-party developed solar energy facilities and receive a 20% bill discount.² On the procurement side, PG&E is required to procure its total mandated obligation of 69.02 MW (52.32 MW for DAC-GT and 14.20 MW for CS-GT).

III. Fall 2021 DAC Solicitation Overview

A. Solicitation Process

1. Process Overview

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

¹ 2.5 MWs were allocated to Peninsula Clean Energy per PG&E Advice Letter 6075-E-A

² Per Decision 20-07-008, PG&E is required to auto enroll a subset of DAC-GT eligible customers in the DAC-GT program.

2. Solicitation Schedule

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

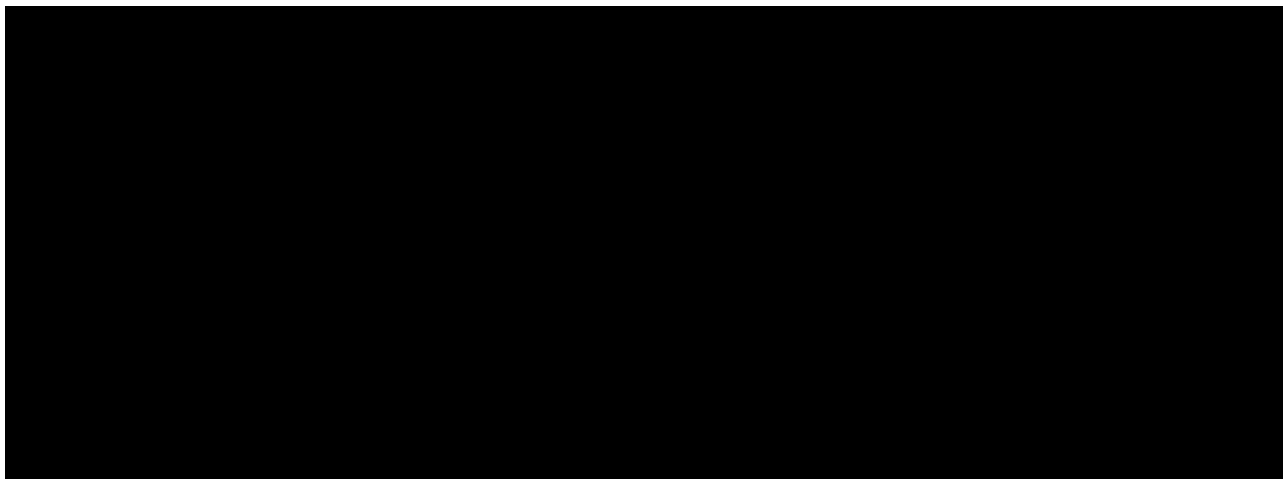
Table 3: Fall 2021 DAC Solicitation Schedule

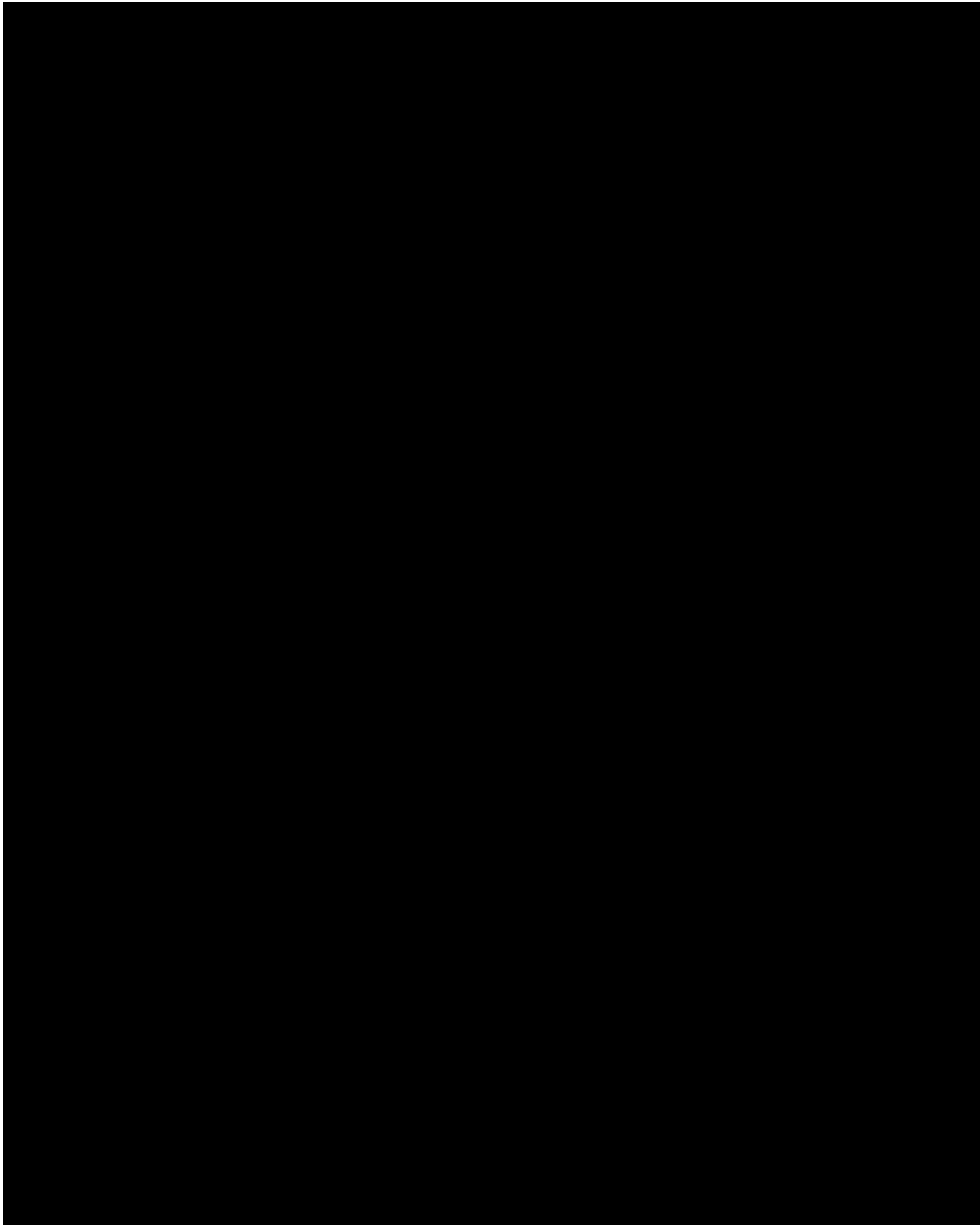
Date/Time	Event
December 30, 2021	PG&E issues DAC Solicitation
January 21, 2022	Participants’ Webinar
March 4, 2022 at 1 PM	Deadline for Participants to submit Offers via Power Advocate
April 29, 2022	Selected Participants Notified
May 8, 2022	Participant Submittal of Signed PPA
By Late-May, 2022 (Actual: August 22, 2022 and November 9, 2022)	Target Countersignature of Partially Executed PPAs
By Late-June, 2022 (Actual: November 30, 2022)	Advice Letter Filing for Fully Executed DAC PPAs

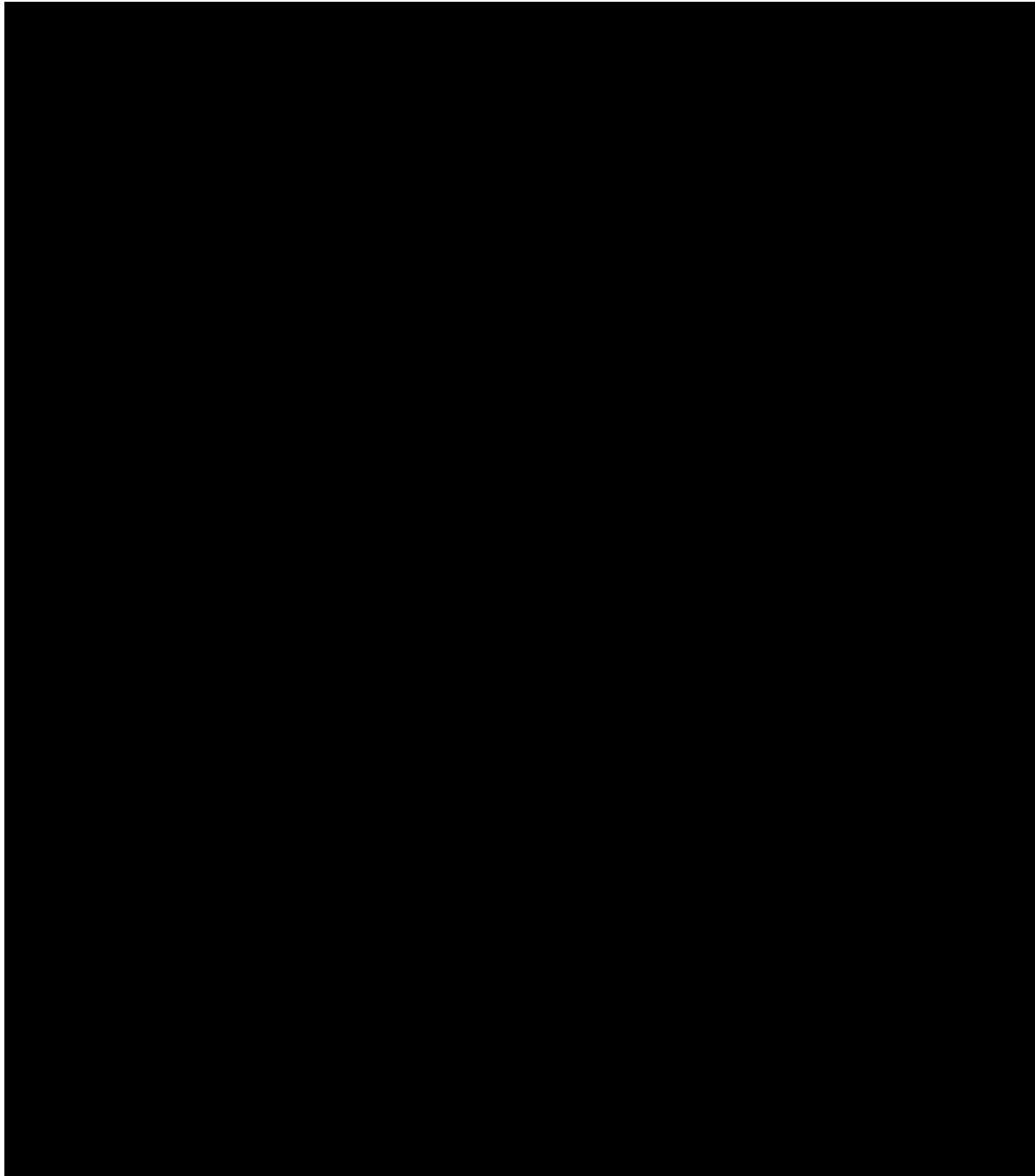
3. Remaining Capacity Available

PG&E offered into the Fall 2021 DAC RFO the remaining program capacity allocated to PG&E, which was PG&E’s total program allocation less MWs procured as a part of the prior three solicitations and 2.5 MWs allocated to Peninsula Clean Energy. The capacity PG&E offered was 17.56 MWs for DAC-GT and 2.2 MWs for CS-GT.

4. Offers Received







5. Offer Selection

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

approved RFO protocol, [REDACTED]
[REDACTED]

The permitted maximum bid award threshold for DAC-GT and CS-GT is set in E-4999 and in D.18-06-027, respectively.⁵ The cap for both DAC-GT and CS-GT is set at or below the higher of two hundred percent (200%) of the maximum executed contract price in either the Renewable Auction Mechanism's as available peaking category or the Green Tariff program. [REDACTED]
[REDACTED]
[REDACTED]

DAC-GT Offer Selection:

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

From the time of offer receipt to contract execution, [REDACTED]
[REDACTED] These are described in more detail below.

[REDACTED]

⁵ Resolution E-4999, pg. 35-36; D.18-06-027, pg. 84.

**CS-GT Offer Selection:**

PG&E received no offers for CS-GT.

6. Offer Evaluation

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

As explained in the pre-approved RFO Protocol, in order to meet interconnection eligibility requirements for the RFO, both DAC-GT and CS-GT projects only need to provide evidence of formal communication that an interconnection request has been submitted to the interconnection process and deemed complete by the CAISO and/or the Distribution Provider.⁶

[REDACTED]

⁶ Fall 2021 Solar in Disadvantaged Communities Request for Offers (“DAC RFO”) Solicitation Protocol, pg. 9.

7. Procurement Review Group (PRG)

The PRG for PG&E includes the Commission's Energy Division (ED), the Public Advocates Office, the Union of Concerned Scientists, The Utility Reform Network, the Coalition of California Utility Employees, and Coast Economic Consulting. See "Table 5: PRG Notifications" summarizing events in which PG&E consulted with the PRG for the Solicitation.

Table 5: PRG Notifications

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

8. Independent Evaluator (IE)

The IE for the Solicitation is Lewis Hashimoto of Arroyo Seco Consulting. The IE provided active oversight of the Solicitation beginning prior to issuance and continuing through PPA execution. The IE provided input in advance of the Solicitation's launch with the goal of maximizing the effectiveness of PG&E's outreach. This included reviewing solicitation materials and discussing the valuation process ahead of receiving offers. During the Solicitation, the IE reviewed e-mails exchanged between PG&E and the counterparties and participated on phone calls between PG&E and the counterparties.

B. Standard Contract Terms

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

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

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

IV. Cost Recovery

The DAC-GT and CS-GT programs are funded through available Greenhouse Gas allowance proceeds and, if those funds are exhausted, through public purpose funds.⁷ PG&E is authorized to recover the net costs of the PPAs through the Public Policy Charge Balancing Account, which includes a DAC-GT subaccount and a CS-GT subaccount.⁸ The net costs associated with the PPAs will be net of the market revenues the resources receive in the CAISO markets.⁹

V. Request for Commission Approval

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

VI. Confidentiality Treatment

In support of this Advice Letter, PG&E has provided the confidential information listed below. This information is being submitted in the manner directed by D. 08-04-023 and the August 22, 2006, Administrative Law Judge's Ruling Clarifying Interim Procedures for Complying with D.06-06-066 to demonstrate the confidentiality of the material and to invoke the protection of confidential utility information provided either under Public Utilities Code section 454.5(g) or the terms of the Investor Owned Utility Matrix, Appendix 1 of D.06-06-066 and Appendix C of D.08-04-023. A separate Declaration Seeking Confidential Treatment is being submitted concurrently with this Advice Letter. In accordance with GO 96-B, a copy of PG&E's Proposed Protective Order is attached as Appendix G. 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 Ana Gonzalez at ana.gonzalez@pge.com.

⁷ DAC-GT Funding Source: D. 18-06-027, pg. 54; CS-GT Funding Source: D. 18-06-027 pg. 85.

⁸ See Advice Letter 5351-E, approving the DAC-GT and CS-GT subaccounts in the PPCBA, effective September 6, 2018 as authorized in D.18-06-027, Ordering Paragraphs 14 and 15.

⁹ See Advice Letter 5763-E, requesting modification of the DAC-GT and CS-GT subaccounts to harmonize the net cost calculation for the DAC-GT and CS-GT programs.

Confidential Appendices

- Appendix A: Power Purchase Agreement between Pacific Gas and Electric and RPCA Solar 1, LLC – Avenue 26 Solar Phase 2 (DAC-GT)
- Appendix B: Power Purchase Agreement between Pacific Gas and Electric and RPCA Solar 1, LLC – Avenue 26 Solar Phase 1 (DAC-GT)
- Appendix C: Power Purchase Agreement between Pacific Gas and Electric and RPCA Solar 6, LLC – Canyon Road Solar (DAC-GT)
- Appendix D: Amended & Restated Power Purchase Agreement between Pacific Gas and Electric and RPCA 8, LLC – Althea Avenue Solar Phase 1 (DAC-GT)
- Appendix E: Quantitative Evaluation Results
- Appendix F1: Independent Evaluator (IE) Report

Public Appendices

- Appendix F2: Independent Evaluator Report (Public)

VII. Protests

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

CPUC Energy Division
ED Tariff Unit
E-mail: EDTariffUnit@cpuc.ca.gov

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).

VIII. Effective Date

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

A. Notice

In accordance with General Order 96-B, Section IV, a copy of this advice letter excluding the confidential appendices is being sent electronically to parties shown on the attached list and the parties on the service list for R.14-07-002, A.16-07-015. Address changes to the General Order 96-B service list should be directed to PG&E at email address PGETariffs@pge.com. For changes to any other service list, please contact the Commission's Process Office at (415) 703-2021 or at Process_Office@cpuc.ca.gov. Send all electronic approvals to PGETariffs@pge.com. Advice letter submittals can also be accessed electronically at: <http://www.pge.com/tariffs/>.

/S/

Sidney Bob Dietz II
Director, Regulatory Relations

Attachments

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



ADVICE LETTER SUMMARY

ENERGY UTILITY



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

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

Utility type:

☒ ELC ☒ GAS ☐ WATER
☐ PLC ☐ HEAT

Contact Person: Kimberly Loo

Phone #: (415)973-4587

E-mail: PGETariffs@pge.com

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

EXPLANATION OF UTILITY TYPE

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

(Date Submitted / Received Stamp by CPUC)

Advice Letter (AL) #: 4686-G/6775-E

Tier Designation: 2

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

Keywords (choose from CPUC listing): Compliance

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

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

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

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

Confidential treatment requested? ☒ Yes ☐ No

If yes, specification of confidential information: See Confidentiality Declaration and Matrix
Confidential information will be made available to appropriate parties who execute a nondisclosure agreement. Name and contact information to request nondisclosure agreement/ access to confidential information: Brendan Lucker, brendan.lucker@pge.com

Resolution required? ☐ Yes ☒ No

Requested effective date: 12/30/22

No. of tariff sheets: 0

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

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

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

Tariff schedules affected: N/A

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

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

I, Brendan Lucker, declare:

1. I am a Senior Manager in the Energy Procurement and Policy Organization at Pacific Gas and Electric Company (PG&E). In this position, I am responsible for procurement of various electric resources and products including energy storage and renewable energy. This declaration is based on my personal knowledge of PG&E's practices and my understanding of the Commission's decisions protecting the confidentiality of market-sensitive information.

2. Based on my knowledge and experience, and in accordance with the Decisions 06-06-066, 08-04-023, and relevant Commission rules, I make this declaration seeking confidential treatment for certain data and information contained in PG&E's Advice Letter pursuant to Decision 18-06-027.

3. Attached to this declaration is a matrix identifying the data and information for which PG&E is seeking confidential treatment. The matrix specifies that the material PG&E is seeking to protect constitutes confidential market sensitive data and information covered by D.06-06---066, Appendix 1, and Public Utilities Code §454.5(G). The matrix also specifies why confidential protection is justified. Further, the data and information: (1) is not already public; and (2) cannot be aggregated, redacted, summarized or otherwise protected in a way that allows partial disclosure. By this reference, I am incorporating into this declaration all of the explanatory text that is pertinent to my testimony in the attached matrix.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed on November 30, 2022.

/s/

Brendan Lucker

PACIFIC GAS AND ELECTRIC COMPANY (U 39 E)

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

November 30, 2022

IDENTIFICATION OF CONFIDENTIAL INFORMATION

Redaction Reference	Category from D.06-06-066, Appendix 1, or Separate Confidentiality Order That Data Corresponds To	PG&E's Justification for Confidential Treatment	Length of Time
Advice Letter			
Advice Letter 4686-G/6775-E: Fall 2021 Solar in Disadvantaged Communities (DAC) Solicitation; Power Purchase Agreements Between PG&E and Selected Counterparties (Confidential)	Item VII.B (Contracts and Power Purchase Agreements between utilities and non-Affiliated Third Parties (except RPS)); Item VIII. B) Specific quantitative analysis involved in scoring and evaluation of participating bids.	The Advice Letter contains discussion of the specific terms of the executed Solar in Disadvantaged Communities Contracts. All contract terms, except for the terms that are public pursuant to Item VII.B, are confidential. The Advice Letter also contains information on the shortlist, which constitutes the confidential results of bid scoring and evaluation.	Contract documents and terms of contracts are confidential for three years from the date that the contract states that deliveries are to begin, or until one year following expiration, whichever comes first. Information under Item VIII. B is confidential for three years from the date winning contracts are submitted for CPUC approval.

PACIFIC GAS AND ELECTRIC COMPANY (U 39 E)

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

November 30, 2022

IDENTIFICATION OF CONFIDENTIAL INFORMATION

Redaction Reference	Category from D.06-06-066, Appendix 1, or Separate Confidentiality Order That Data Corresponds To	PG&E's Justification for Confidential Treatment	Length of Time
Confidential Appendices			
Appendix A: Power Purchase Agreement between Pacific Gas and Electric and RPCA Solar 1, LLC - Avenue 26 Solar Phase 2 (DAC-GT)	Item VII.B (Contracts and Power Purchase Agreements between utilities and non-Affiliated Third Parties (except RPS)).	The terms of the Disadvantaged Communities Power Purchase Agreement presented in this appendix are generally confidential. The terms of this contract that are public pursuant to Item VII. B. are publicly disclosed in PG&E AL 4686-G/6775-E.	Contract documents and terms of contracts are confidential for three years from the date that the contract states that deliveries are to begin, or until one year following expiration, whichever comes first.
Appendix B: Power Purchase Agreement between Pacific Gas and Electric and RPCA Solar 1, LLC - Avenue 26 Solar Phase 1 (DAC-GT)	Item VII.B (Contracts and Power Purchase Agreements between utilities and non-Affiliated Third Parties (except RPS)).	The terms of the Disadvantaged Communities Power Purchase Agreement presented in this appendix are generally confidential. The terms of this contract that are public pursuant to Item VII. B. are publicly disclosed in PG&E 4686-G/6775-E.	Contract documents and terms of contracts are confidential for three years from the date that the contract states that deliveries are to begin, or until one year following expiration, whichever comes first.
Appendix C: Power Purchase Agreement between Pacific Gas and Electric and RPCA Solar 6, LLC - Canyon Road Solar (DAC-GT)	Item VII.B (Contracts and Power Purchase Agreements between utilities and non-Affiliated Third Parties (except RPS)).	The terms of the Disadvantaged Communities Power Purchase Agreement presented in this appendix are generally confidential. The terms of this contract that are public pursuant to Item VII. B. are publicly disclosed in PG&E AL 4686-G/6775-E.	Contract documents and terms of contracts are confidential for three years from the date that the contract states that deliveries are to begin, or until one year following expiration, whichever comes first.

PACIFIC GAS AND ELECTRIC COMPANY (U 39 E)

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

November 30, 2022

IDENTIFICATION OF CONFIDENTIAL INFORMATION

Redaction Reference	Category from D.06-06-066, Appendix 1, or Separate Confidentiality Order That Data Corresponds To	PG&E's Justification for Confidential Treatment	Length of Time
Appendix D: Power Purchase Agreement between Pacific Gas and Electric and RPCA Solar 8, LLC - Althea Avenue Solar Phase 1 (DAC-GT)	Item VII.B (Contracts and Power Purchase Agreements between utilities and non-Affiliated Third Parties (except RPS)).	The terms of the Disadvantaged Communities Power Purchase Agreement presented in this appendix are generally confidential. The terms of this contract that are public pursuant to Item VII. B. are publicly disclosed in PG&E AL 4686-G/6775-E.	Contract documents and terms of contracts are confidential for three years from the date that the contract states that deliveries are to begin, or until one year following expiration, whichever comes first.

PACIFIC GAS AND ELECTRIC COMPANY (U 39 E)

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

November 30, 2022

IDENTIFICATION OF CONFIDENTIAL INFORMATION

Redaction Reference	Category from D.06-06-066, Appendix 1, or Separate Confidentiality Order That Data Corresponds To	PG&E's Justification for Confidential Treatment	Length of Time
Appendix E: Quantitative Evaluation Results	Item VIII. B) Specific quantitative analysis involved in scoring and evaluation of participating bids.	The appendix contains information on the executed agreements, which constitutes the confidential results of bid scoring and evaluation.	Information under Item VIII. B is confidential for three years from the date executed contracts are winning for CPUC approval.
Appendix F1: Independent Evaluator (IE) Report (Confidential)	Item VII.B (Contracts and Power Purchase Agreements between utilities and non-Affiliated Third Parties (except RPS)); Item VIII. B) Specific quantitative analysis involved in scoring and evaluation of participating bids.	The IE Report contains extensive discussion of the specific terms of the Disadvantaged Communities Contracts. All contract terms, except for the terms that are public pursuant to Item VII.B, are confidential. The IE Report also contains information on the shortlist, which constitutes the confidential results of bid scoring and evaluation.	Contract documents and terms of contracts are confidential for three years from the date that the contract states that deliveries are to begin, or until one year following expiration, whichever comes first. Information under Item VIII. B is confidential for three years from the date winning contracts are submitted for CPUC approval.

Confidential Appendix A

Power Purchase Agreement

between

Pacific Gas and Electric

and

RPCA Solar 1, LLC

(DAC-GT)

Confidential Market Sensitive Information

Protected Under D.06-06-066

Confidential Appendix B

Power Purchase Agreement

between

Pacific Gas and Electric

and

RPCA Solar 1, LLC

(DAC-GT)

Confidential Market Sensitive Information

Protected Under D.06-06-066

Confidential Appendix C

Power Purchase Agreement

between

Pacific Gas and Electric

and

RPCA Solar 6, LLC

(DAC-GT)

Confidential Market Sensitive Information

Protected Under D.06-06-066

Confidential Appendix D

Power Purchase Agreement

between

Pacific Gas and Electric

and

RPCA Solar 8, LLC

(DAC-GT)

Confidential Market Sensitive Information

Protected Under D.06-06-066

Confidential Appendix E

Quantitative Evaluation Results

Confidential Market Sensitive Information

Protected Under D.06-06-066

Confidential Appendix F1

Independent Evaluator Report

(Confidential version)

Confidential Market Sensitive Information

Protected Under D.06-06-066

Confidential Appendix F2

Independent Evaluator Report

(Public version)

Confidential Market Sensitive Information

Protected Under D.06-06-066

ARROYO SECO CONSULTING

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

REPORT OF THE INDEPENDENT
EVALUATOR ON FOUR RENEWABLE ENERGY
CONTRACTS WITH PROJECT SUBSIDIARIES
OF WILDCAT RENEWABLES, LLC

NOVEMBER 21, 2022

TABLE OF CONTENTS

EXECUTIVE SUMMARY	3
1. ROLE OF THE INDEPENDENT EVALUATOR.....	5
2. ADEQUACY OF OUTREACH TO PARTICIPANTS AND ROBUSTNESS OF SOLICITATION	8
3. FAIRNESS OF OFFER EVALUATION AND SELECTION METHODOLOGY.....	14
4. FAIRNESS OF ADMINISTERING THE OFFER EVALUATION AND SELECTION PROCESS	19
5. FAIRNESS OF PROJECT-SPECIFIC NEGOTIATIONS	24
6. MERIT FOR CPUC APPROVAL.....	28

EXECUTIVE SUMMARY

This report provides an independent review of a competitive solicitation that Pacific Gas and Electric Company (PG&E) held in early 2022 to seek contracts with new renewable energy generation projects for its two Solar in Disadvantaged Communities (DAC) programs: DAC-Green Tariff (DAC-GT) and Community Solar Green Tariff (CSGT). These programs promote generation of Renewables Portfolio Standard (RPS) eligible energy from new facilities sited within DACs, with an emphasis on serving eligible low-income customers and residents of DACs and on providing bill discounts to eligible customers. PG&E is required to purchase, through power purchase agreements (PPAs) resulting from this Request for Offers (RFO), renewable energy produced by DAC-GT projects and to sell the energy to eligible customers. PG&E purchases any unsubscribed energy produced by contracted CSGT projects, that primarily sell their energy directly to subscribers.

An independent evaluator (IE), Arroyo Seco Consulting (Arroyo), conducted activities to review, test, and check PG&E's processes as the utility conducted outreach to renewable power developers, solicited offers, and evaluated and selected offers for DAC contracts. IE activities included reviewing PG&E's solicitation protocols, monitoring the utility team's outreach efforts and results, assessing PG&E's Least-Cost, Best-Fit (LCBF) methodology, analyzing selection decisions, performing independent valuations, assessing the fairness of how the solicitation was administered, and observing negotiations for the four contracts. The resulting contracts are for output of new projects: Avenue 26 Solar Phase 1, Avenue 26 Solar Phase 2, Canyon Road Solar, and Althea Avenue Solar Phase I. The first two projects are both owned by RPCA Solar 1, LLC, and the latter two are owned by RPCA Solar 6, LLC and RPCA Solar 8, LLC respectively, all three of which are project subsidiaries of Wildcat Renewables, LLC, itself a subsidiary of Renewable Properties, LLC.

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

- PG&E undertook adequate outreach to the renewable energy sector active in California; the resulting competitive solicitation for the DAC-GT program was robust, with conforming offers sufficient to fulfil all of PG&E's remaining program capacity. However, the solicitation for the CSGT program received no offers. This suggests that there may be opportunities for PG&E to enhance its approach to outreach for CSGT solicitations going forward.
- In Arroyo's opinion, the utility's LCBF methodology was designed such that conforming offers were fairly evaluated, and PG&E administered its methodology fairly.
- In Arroyo's opinion, PG&E's project-specific negotiations of the terms and conditions of contracts with Wildcat Renewables, LLC were, overall, handled in a manner that was fair to ratepayers and competitors.
- The four DAC-GT contracts rank low in market value, using PG&E's LCBF methodology, and high in price when compared to proposals in PG&E's 2017

Photovoltaic solicitation, which accommodated larger projects and facilities sited in other investor-owned utilities' (IOUs') territories. When compared to proposals received in PG&E's prior DAC RFOs, the four contracts rank moderate in price. The contracts rank high in Portfolio-Adjusted Value when compared to prior DAC proposals. Using Arroyo's independent methodology, the contracts also rank high in Net Market Value, with the exception of the [REDACTED] that ranks moderate.

- Arroyo scored the selected facilities as ranking low in project viability when compared to prior proposals to PG&E's DAC RFOs, with the exception of the [REDACTED] that Arroyo ranks as moderate. The facilities rank low in fit with PG&E's supply portfolio and high in PG&E's prior evaluation criterion of support for RPS goals.
- Arroyo's opinion is that the three DAC-GT contracts with RPCA Solar 1, LLC and the contract with RPCA Solar 6, LLC merit approval by the California Public Utilities Commission (CPUC). Arroyo does not agree with PG&E that the contract with RPCA Solar 8, LLC for the output of the Althea Avenue Solar Phase I project merits CPUC approval, because in Arroyo's opinion that proposal failed to conform to specific requirements of the solicitation protocol.

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

1. ROLE OF THE INDEPENDENT EVALUATOR

Pacific Gas and Electric Company issued a Request for Offers on December 30, 2021, a competitive solicitation for new renewable energy projects qualifying to participate in the utility's two Solar in Disadvantaged Communities programs. This solicitation was characterized by PG&E as its Fall 2021 Solar in Disadvantaged Communities Request for Offers, though it was launched near the end of December.

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

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

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

A. KEY INDEPENDENT EVALUATOR ROLES AND RESPONSIBILITIES

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

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

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

- Did the IOU do adequate outreach to participants, and was the solicitation robust?
- Was the IOU's LCBF methodology designed such that offers were fairly evaluated?
- Was the LCBF offer evaluation process fairly administered?
- Were project-specific negotiations fair?
- Do the contracts merit CPUC approval?

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

C. IE ACTIVITIES

To fulfill the role of evaluating PG&E's evaluation and selection of offers, several activities were undertaken, both prior to the offer due-date and subsequently. Prior to the offer due date of March 4, 2022, Arroyo performed various tasks:

- Reviewed the solicitation protocol and its attachments, including PG&E's pro forma DAC agreement, site control attestation, workforce development plan attestation, workforce development affidavit, and site control questionnaire and affidavit;
- Attended PG&E's participants' webinar on January 21 to evaluate information provided to potential participants, and how that information was distributed;
- Analyzed PG&E's outreach effort towards potential participants;

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

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

testing the robustness of PG&E team's value ranking of offers using alternate assumptions and different value metrics and checking for input errors.

- Attending a meeting of PG&E's Procurement Review Group (PRG) in which the PG&E team discussed the solicitation, presenting independent commentary and observations.

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

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

In its Fall 2021 DAC solicitation protocol, PG&E laid out publicly stated goals of procuring 2.2 MW for its CSGT program, the full volume remaining in its program capacity allocation. Its stated goal for the solicitation for the DAC-GT program was 17.56 MW, also the full volume remaining for that program. This section reports on the degree to which PG&E adequately conducted outreach to elicit sufficient participation in the DAC solicitation process, and the degree to which the resulting solicitation may be judged robust enough to be fully competitive.

A. ADEQUATE DISTRIBUTION OF SOLICITATION ANNOUNCEMENTS

PG&E followed its usual practice for outreach to potential solicitation participants by e-mailing a market notice to a large number of individuals. It used a DAC-specific contact list as the major vehicle for announcing the opening of its DAC solicitation and followed up with a release to its generic RFO contact list. The utility team has built its RFO contact list over time, both proactively by adding potential participants for different RFOs and reactively by taking individuals' requests to be added to the list. Figure 1 shows a breakdown by industry sector of the two contact lists, merged, which had nearly three thousand unique individual contacts.

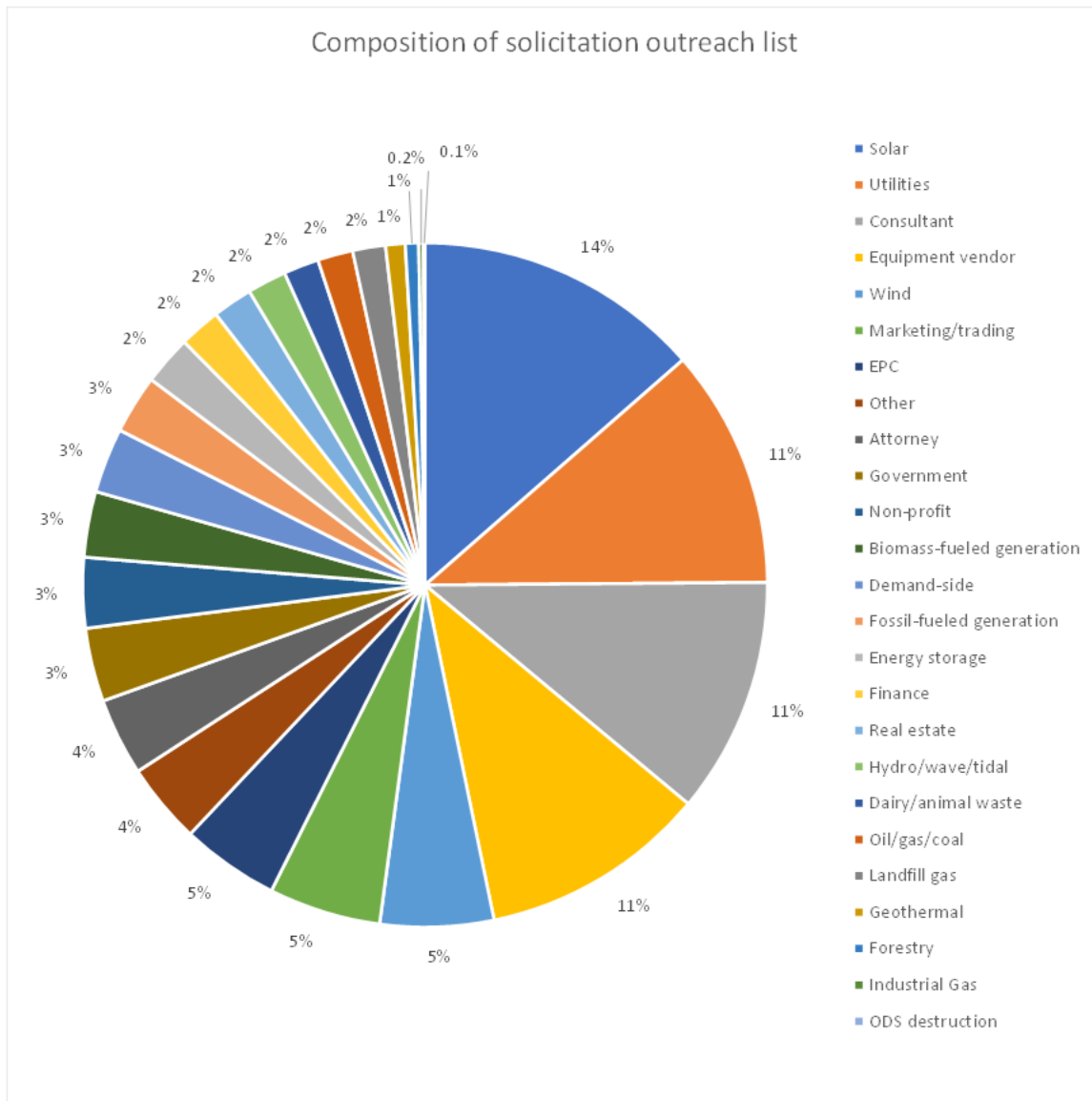
The largest segment represented on the list was composed of contacts active in the solar power sector. The second largest segment was comprised of utilities, including out-of-state IOUs, municipal utilities, cooperatives, water and irrigation utilities, and Community Choice Aggregators (CCAs). The third largest segment was made up of consulting firms, with specialties such as electric transmission, water and wastewater quality, public relations and lobbying, environmental permitting, solar resource assessment, composting, and carbon offset credit certification.

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

PG&E did not issue a news release to announce the issuance of this DAC solicitation. It is unclear whether use of broad media releases would enhance the robustness of the response to a solicitation for such a highly specialized project need, given that only a portion

of the universe of solar energy developers active in the U.S. might be motivated to participate in programs targeted at disadvantaged communities in California that require smaller-scale solar facilities sited in DACs, vs. much larger projects with greater siting flexibility in general utility renewable solicitations.

Figure 1.



Overall, Arroyo's opinion is that notifications about PG&E's DAC solicitation were adequately distributed. All of the offers submitted were from entities with an individual on the RFO e-mail contact list. Arroyo acknowledges the challenge any utility would face in identifying potential developers of new renewable energy projects that are specifically targeting the disadvantaged community sector or who have already obtained site control for projects located within the limited set of qualifying DACs or SJV pilot project communities. However, in hindsight it appears that it would have been helpful if PG&E could have

devised more aggressive or creative outreach approaches to seek more participants specifically for the CSGT program.

Given the challenges, it seems to Arroyo that other tactics may need to be employed going forward to elicit offers for the remaining CSGT program capacity. Some possibilities include:

- Pursuing direct outreach to non-profit community groups within DACs that actively pursue missions of supporting low-income households, including those that assist such residents to seek funding for high energy costs, and those pursuing environmental justice agendas, in order to stimulate partnerships between those groups and developers;
- Identifying solar developers that have previously brought into operation small solar PV projects sited within DACs (as, in feed-in tariff programs) but that have not participated in PG&E's DAC RFOs, and pursuing outreach to them;
- Identifying solar developers that have pursued DAC programs with CCAs and engaging in discussions about participation in PG&E's CSGT program (while CCAs have still not executed PPAs for their DAC programs, a handful are conducting DAC solicitations in the second half of 2022).

B. CLARITY AND CONCISION OF SOLICITATION MATERIALS

PG&E's DAC solicitation protocol is modestly sized for a document of its type (it totaled 26 pages excluding attachments (the list of eligible DAC census tracts was 19 pages long). By comparison, SDG&E published two separate 27-page protocols for its DAC-GT and CSGT RFOs launched in August 2021, totaling 54 pages. The presentation to potential participants in PG&E's outreach webinar was rather longer at 35 pages (vs. Southern California Edison's 28-page bidders' conference presentation for its Fall 2021 DAC-GT and CSGT RFO), but it delved deeply into terms and conditions of the PPA and into the nuts and bolts of how to enter data into the offer spreadsheet. Arroyo believes these materials are reasonably concise given the purposes they serve.

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

PG&E did not identify any material deficiencies in the offer packages submitted by participants. The packages contained minor errors and omissions that were easily corrected, suggesting that some participants did not fully understand and follow the detailed guidance of the protocol and the outreach webinar presentation:

- Erroneous degradation rate for photovoltaic generator performance;
- Incorrect assignment of projects to CAISO zonal markets;
- Missing documentation of site control; and

- Missing generation profile.

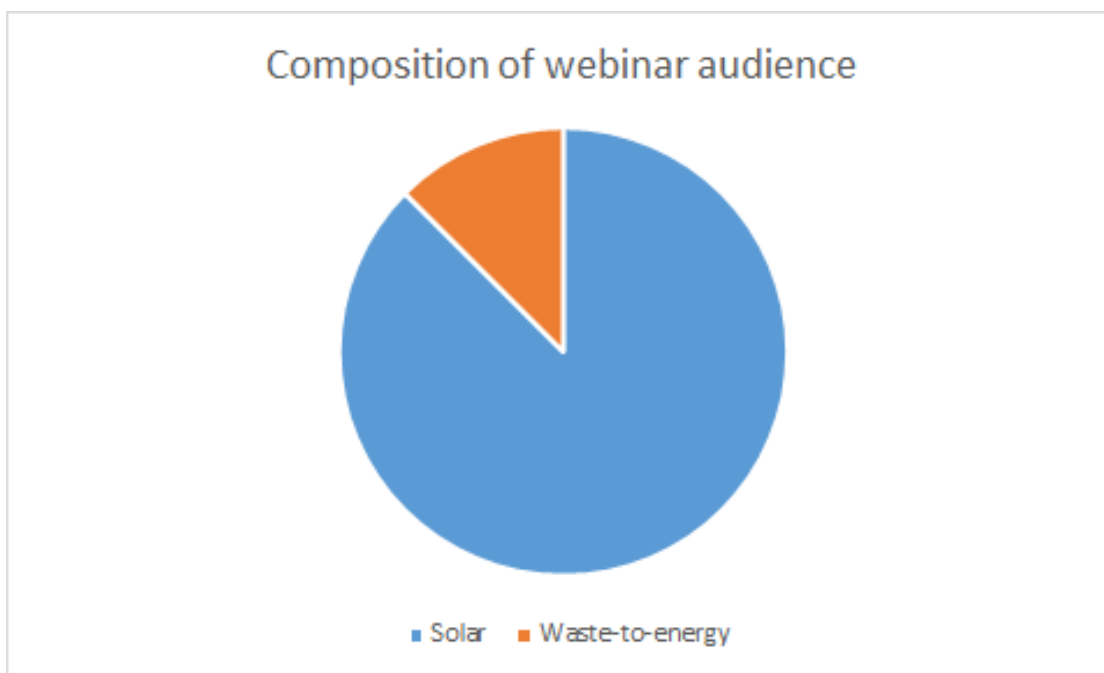
Arroyo believes that PG&E's solicitation materials were concise, given the challenge of detailing the CPUC's requirements for more complex programs that require adherence to guidelines on marketing materials and community interest in contrast to simpler solicitations for wholesale commodity products. Solicitation materials were overall clear.

C. PG&E'S PARTICIPANTS' CONFERENCE

PG&E held a participants' webinar for potential proposers to the DAC solicitation on January 21, 2022. This was a venue for the utility's team to describe important features of the solicitation, such as:

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

Figure 2. Individuals attending participants' webinar



The webinar was modestly attended. This seems reasonable given the small proportion of solar developers that appear to have chosen to focus on the disadvantaged-communities segment in California at this time, and the higher burden placed upon eligibility and the smaller project size limit for the CSGT program in particular. Figure 2 displays a breakdown of attendees of this RFO’s webinar. Nearly all attendees represented solar generation developers, and most of these ended up participating in the solicitation. One outlier represented a firm that promotes a technology for conversion of biomass waste to synthetic gas, a generation approach that would be ineligible for the DAC programs, that solely accept solar photovoltaic projects.

No questions were posed to PG&E at the end of the webinar. This suggests general comprehension on the part of the audience; several attendees had previously been involved in submitting offers to PG&E in the past.

D. FEEDBACK FROM PARTICIPANTS ABOUT THE RFO

PG&E solicited feedback about this DAC RFO from participants and non-participants by circulating a survey. Unfortunately, only three non-participants provided feedback. Of these, two acknowledged that they had never read the RFO materials. The third advocated for RFO set-asides and more notices to “minority developers”, asserting that there is only one “minority large scale developer” in California. In Arroyo’s opinion, PG&E adequately sought feedback for the solicitation, but the few comments it received were not helpful for adjusting future DAC solicitations, other than the feedback that claimed a need for PG&E to perform more RFO outreach to diverse suppliers.

E. ROBUSTNESS OF THE SOLICITATION

The response to the solicitation was mixed; the response for the DAC-GT program was robust, but that for the CSGT program was not. PG&E received DAC-GT offers for [REDACTED] unique projects, with total capacity of [REDACTED] MW, from [REDACTED] participants ([REDACTED]). This was considerably more than the 17.56 MW of remaining program capacity made available in this RFO as stated under “Solicitation Goals” in PG&E’s protocol.

No offers were submitted for the CSGT program. PG&E’s remaining program capacity for its CSGT program is only 2.2 MW, so only a project that is 2.2 MW or smaller would qualify. It seems possible that few solar developers are currently pursuing such small proposed facilities in qualifying DACs in PG&E’s territory, and fewer still may be willing to take on the workforce development and job training expenses required for the CSGT program. In the course of all PG&E’s DAC solicitations, only [REDACTED] proposed projects have had offer variants that were this size or smaller. This highlights the challenge that PG&E faces in seeking proposals for such a small project going forward.

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

DAC solicitation was more robust than the Spring 2021 RFO for DAC-GT offers and less robust for CSGT offers.

In summary, Arroyo's opinion is that PG&E conducted adequate outreach to developers of new solar projects, although the results suggest that more outreach and perhaps more aggressive and creative outreach approaches will be needed going forward to seek proposals for the remaining program capacity of the CSGT program. The response to this DAC RFO was mixed, with a robust response for the DAC-GT program and nil response for the CSGT program. The solicitation materials were concise. Arroyo considered the materials to be clear, and the deficiencies in the submitted offer packages were minor, suggesting that participants were able to understand the guidance provided by the protocol and webinar.

3. FAIRNESS OF OFFER EVALUATION AND SELECTION METHODOLOGY

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

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

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 for selecting offers in competitive renewable solicitations, within the template intended for use by IEs in reporting. These include:

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

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

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

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

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

1. CONSISTENCY WITH PROCUREMENT PLAN, PORTFOLIO FIT, PRODUCTS

PG&E's evaluation and selection methodology is consistent with its CPUC-approved 2021 RPS procurement plan.

- PG&E's 2021 RPS procurement plan stated that the utility would not hold an RPS solicitation in its 2021 solicitation cycle and that PG&E would seek the CPUC's approval to procure any amounts other than those separately required under CPUC-mandated procurement programs such as feed-in tariffs. The plan describes the requirements set by Decision 18-06-027 for the two DAC programs.
- The RPS procurement plan stated that the utility will minimize the overall cost of renewables over time by, among other things, promoting competitive processes that can encourage price discipline. PG&E's DAC programs use a competitive solicitation procurement process to select proposals ranked based on value.
- PG&E's 2021 RPS procurement plan describes its procurement evaluation methodology as considering "both market value and the portfolio fit of RPS-eligible resources", and states that its Portfolio Adjusted Value methodology "ensures that the procured renewable energy products provide the best fit for PG&E's portfolio at the least cost". The PAV methodology is described in detail in Appendix I of the 2021 RPS procurement plan. However, the Fall 2021 DAC solicitation protocol does not explicitly state that the utility will use the PAV methodology as the quantitative criterion to evaluate offers, but rather states that "PG&E will evaluate and select eligible Offers based on Least Cost Best Fit ("LCBF") principles". The protocol describes the Net Market Value ("NMV") calculation, and states that "Additionally, the valuation may incorporate Portfolio Adjusted Value ("PAV") into consideration..."

In other words, while the CPUC-approved procurement plan characterizes the PAV methodology as PG&E's LCBF approach, the protocol allows for some ambiguity about whether the PG&E team will use NMV or PAV as the quantitative evaluation criterion in the solicitation. The protocol does state that "PG&E may select Projects with the highest PAV up to the solicitation megawatt procurement target", which seems to imply that PAV is still to be used as the metric for evaluation and selection rather than NMV.

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

Note that an eligibility requirement regarding interconnection progress for this solicitation differs from PG&E's other RFOs that are similarly based on the Renewable Auction Mechanism process, such as its Regional Renewable Choice (Enhanced Community Renewables) RFO. For this solicitation and the prior Fall 2020 and Spring 2021 DAC RFO, the proposed project must demonstrate that its interconnection request has been deemed complete, while for other RFOs the project must demonstrate that it has obtained a Phase II interconnection study or its equivalent. The CPUC approved this change in eligibility requirements in its previous acceptance of PG&E's Advice 5925-E and of Advice 6127-E.

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

Preferences and Other Criteria. PG&E did not state preferences in its solicitation protocol. However, the protocol acknowledged that priority would be given to projects sited within top 5% CalEnviroScreen 4.0 census tracts or San Joaquin Valley pilot project communities. It also stated a priority for projects that leverage other government funding or demonstrate support from local climate initiatives, and for projects that provide evidence of support from programs such as Transformative Climate Communities. These two priorities are fully consistent with the directives in Decision 18-06-027 that IOUs "should prioritize projects located in" such top 5% DACs or "San Joaquin Valley pilot communities" and should grant additional priority to projects that leverage other government funding.

2. MARKET VALUATION

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

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

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

Transmission costs. PG&E's LCBF methodology includes costs of transmission upgrades in its value calculations. In the description of its methodology in its 2021 RPS

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

Note that the explanation of PG&E’s PAV methodology in Appendix I of its CPUC-approved 2021 RPS procurement plan explicitly states that “If the resource does not have an interconnection study, PG&E may rely on a cost cap for transmission upgrades proposed by the Participant.” Solar developers generally do not propose network upgrades, but interconnection studies conducted by the CAISO or the Participating Transmission Owner (PTO) include analyses that determine whether network upgrades are required to ensure grid reliability when a new resource is interconnected. The point of this element of PAV evaluation is to provide an input to the calculation of transmission adders when no currently applicable interconnection study has yet been performed and there is no guidance from the CAISO or PTO about how much the reliability upgrades might cost ratepayers. This language became necessary when PG&E dropped its requirement for eligible DAC projects to have obtained a Phase II or equivalent interconnection study, so that valid proposals have since been submitted that omit any information about estimated network upgrade costs.

PG&E’s non-public evaluation protocol cites

[REDACTED]

[REDACTED]

3. EVALUATION OF OFFERS’ PROJECT VIABILITY

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

4. OTHER EVALUATION CRITERIA

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

C. FUTURE LCBF METHODOLOGY IMPROVEMENTS

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

4. FAIRNESS OF ADMINISTERING THE OFFER EVALUATION AND SELECTION PROCESS

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

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 and selection process was fair:

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

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

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

- Did PG&E perform its offer evaluation and selection methodology in a manner consistent with how it treated proposals submitted in its prior solar solicitations?

B. REVIEWING PG&E'S ADMINISTRATION OF ITS EVALUATION AND SELECTION PROCESS

PG&E provided Arroyo Seco Consulting with detailed results during the evaluation process. Arroyo had access to the offer packages and to PG&E's correspondence with the participants and was able to arrive at independent opinions about the strengths and weaknesses of offers against the evaluation criteria.

Additional elements of Arroyo's approach for evaluating the fairness of the evaluation and selection process include:

- Running an independent valuation model that directly used detailed offer information; reviewing PG&E's input assumptions for its valuation methodology.
- Independently scoring offers using the CPUC-approved Project Viability Calculator;
- Developing an independent viewpoint about whether offers met all CPUC-imposed eligibility requirements and whether they merited selection;
- Observing communications between PG&E and participants that submitted conforming offers to check whether any of them was advantaged over its competitors by requests posed, information provided, or assistance rendered;
- Reviewing PG&E's selection decisions for consistency; reviewing whether the logic for selection vs. rejection was consistently applied to all offers; and
- Checking in greater detail some of the input parameters that PG&E used in its valuation, particularly transmission adders, which required corrections.

C. IDENTIFYING NONCONFORMING OFFERS

PG&E performed a detailed review of the initial offer packages to identify specific deficiencies needed to be addressed by participants and to assess which offers had characteristics that deviated materially from RFO eligibility requirements. As reported above, most deficiencies identified were minor errors and omissions that were quickly addressed by participants when PG&E notified them. PG&E judged that all of the proposals that were submitted timely by the offer deadline conformed to the requirements of the solicitation; Arroyo agreed.

PG&E subsequently decided to accept a substitute proposal from a participant as conforming to the requirements of the solicitation; Arroyo believes that the substitute project failed to conform to specific eligibility requirements laid out in the solicitation protocol. This is discussed in Chapter 6.

D. REASONABLENESS AND FAIRNESS OF PARAMETERS AND INPUTS

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

[REDACTED]

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

In Appendix I to PG&E's 2021 RPS procurement plan, the utility states that "If the resource does not have an interconnection study, PG&E may rely on a cost cap for transmission upgrades". [REDACTED]

[REDACTED]

E. THIRD-PARTY ANALYSIS

PG&E did not engage Arroyo or any third parties to conduct any part of the offer evaluation.

F. TRANSMISSION COST ADDERS AND INTEGRATION COSTS

PG&E followed its public and non-public protocols in administering its procedures for CPUC-approved integration cost adders.

G. AFFILIATE PROPOSALS AND BUYOUT OR TURNKEY OFFER

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

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

Decision 18-06-027 directed IOUs to prioritize projects “located in top 5 percent DACs or SJV pilot communities” for the CSGT program. PG&E similarly stated a CPUC-directed priority for projects that leverage other government funding or provide evidence of support from local climate initiatives. In the absence of any CSGT proposals to this RFO these preferences were not used.

PG&E scored offers for qualitative criteria that were described in the solicitation protocol, including supplier responsibility and safety. All proposals passed the project viability screen. None of the participants were certified Diverse Business Enterprises.

I. ANALYSIS OF PG&E'S SELECTION RESULTS

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

1. SELECTED OFFERS

For the DAC-GT program, PG&E initially selected four conforming offers, all proposed by Wildcat Renewables, LLC, a subsidiary of Renewable Properties, LLC, a San Francisco-based solar developer:

- Avenue 26 Solar Phase 1, a 2.56-MW facility to be sited in western Madera County about four miles east of the city of Chowchilla. [REDACTED]
 - Avenue 26 Solar Phase 2, a 5-MW facility to be sited adjacent to Phase 1 in the same agricultural parcel;
 - Canyon Road Solar, a 5-MW facility to be sited in western Merced County about six miles southwest of the city of Los Baños; and
- [REDACTED]

No CSGT proposals were received and none were selected.

PG&E notified Wildcat Renewables of its offers' selection on April 29, which was four weeks later than the scheduled April 1 notification date listed in the public protocol. Wildcat accepted the selection on May 4, and [REDACTED]

[REDACTED] PG&E requested that Wildcat submit executed power purchase agreements, provide the seven documents listed in the PPA's appendix on Seller Documentation Condition Precedent, and accept the utility's Confidentiality Agreement; Wildcat complied on May 6.

2. DISAGREEMENTS IN EVALUATION PROCESS

Arroyo had no disagreements with PG&E's initial administration of its least-cost, best-fit valuation methodology. However, Arroyo later had a disagreement with how PG&E handled a subsequent decision to substitute an alternative project for contract execution, which is discussed in Chapter 6.

3. INDEPENDENT OFFER ANALYSES

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

Arroyo's independent review concurred with PG&E's determination that the initially selected projects met the key project eligibility requirements of location within eligible disadvantaged communities, developer experience, interconnection progress, and site control.

4. RECTIFYING DEFICIENCIES OF REJECTED OFFERS

As described above, PG&E identified minor deficiencies in some of the initially submitted offers and notified the participants, who all corrected those errors and omissions quickly.

5. OVERALL FAIRNESS OF ADMINISTRATION

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

In Arroyo's opinion, the proposals to this solicitation were treated the same regardless of the identity of the participant. Answers to queries were made available to all potential competitors. Input parameters to PG&E's LCBF methodology were, overall, reasonably justified and consistent with the 2021 RPS procurement plan and internal protocols. PG&E's selection conforms to the needs of the utility's portfolio and RPS requirement given the statutory and regulatory obligations upon the utility to support development of solar projects to serve disadvantaged communities. In Arroyo's opinion, PG&E's initial administration of its LCBF methodology to evaluate and select proposals was reasonable.

5. FAIRNESS OF PROJECT-SPECIFIC NEGOTIATIONS

This chapter provides an independent review of the extent to which PG&E's negotiations with Wildcat Renewables, LLC for DAC-GT contracts with its project subsidiaries were conducted fairly. As is the case with other solicitations using the Renewable Auction Mechanism process, terms and conditions of the agreements were largely non-negotiable. Arroyo's opinion is that PG&E's discussions with Wildcat Renewables on contract terms and conditions were, overall, conducted in a manner that was fair to competitors.

A. PRINCIPLES FOR EVALUATING THE FAIRNESS OF NEGOTIATIONS

Arroyo considered some principles to evaluate the degree of fairness with which PG&E handled negotiations for the DAC-GT and CSGT contracts.

- Were sellers treated fairly and consistently by PG&E during negotiations? Were all sellers given equitable opportunities to advance proposals towards final PPAs? Were individual sellers given unique opportunities to move their proposals forward or concessions to improve their contracts' commercial value, opportunities not provided to others?
- Was the distribution of risk between seller and buyer in the PPAs distributed equitably across PPAs? Did PG&E's ratepayers take on a materially disproportionate share of risks in some contracts and not others? Were individual sellers given opportunities to shift their commercial risks towards ratepayers, opportunities that were not provided to others?
- Was non-public information provided by PG&E shared fairly with all sellers? Were individual sellers uniquely given information that advantaged them in securing contracts or realizing commercial value from those contracts?
- If any individual seller was given preferential treatment by PG&E in the course of negotiations, is there evidence that other sellers were disadvantaged by that treatment? Were other proposals of comparable value to ratepayers assigned materially worse outcomes?

B. NEGOTIATIONS BETWEEN PG&E AND WILDCAT RENEWABLES LLC

Negotiations with Wildcat Renewables, LLC included both modest changes and a major change to the participant's set of proposals. Some very minor adjustments that the parties discussed included:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

The parties adopted these minor changes.

The agreements with the special project entities for the output of the four initially selected facilities were executed on August 22, 2022.

Project Substitution. On or about September 8, 2022, Wildcat Renewables notified PG&E's energy procurement team by telephone that it would need to withdraw the [REDACTED]. It requested that PG&E allow it to substitute a different, nearby project for contracting to replace that abandoned project. It appears that PG&E agreed verbally by telephone to this proposal (PG&E did not include Arroyo in any of these verbal discussions involving project substitution. Three weeks after the parties appear to have agreed to switching projects, PG&E provided copies to the IE of the parties' e-mail correspondence; this narrative is based on that correspondence and on other documents submitted to PG&E by Wildcat Renewables.)

The substitute project is Althea Avenue Solar Phase I:

- The project is sited in northwest Fresno County on an agricultural parcel, about 8 miles south of the city of Dos Palos, and [REDACTED]
- The project's contract capacity and contract quantity are identical to those of the abandoned project, 5 MW and an average of 14 GWh/year.

[REDACTED]

[REDACTED]

- Wildcat Renewables submitted other documents required by the solicitation protocol, such as documentation of site control, documentation of pre-certification as an RPS-eligible resource by the California Energy Commission, a site owner's acknowledgement regarding alternate program availability, and a safety review questionnaire.
- Wildcat Renewables provided documentation that its interconnection application was deemed complete by the Participating Transmission Owner. [REDACTED]

PG&E accepted Wildcat Renewables' substitution of the Althea Avenue Solar Phase I project for its abandoned [REDACTED]. The parties executed a PPA for this facility on November 9, 2022.

C. DEGREE OF FAIRNESS OF PROJECT-SPECIFIC NEGOTIATIONS

Arroyo did not observe PG&E providing counterparties with non-public information that might have advantaged these sellers against competitors. No counterparty was given

any unique opportunities in negotiations to shift risks or costs towards ratepayers. The pro forma PPA was not materially altered to provide more favorable terms to any of the sellers than prior DAC agreements had.



Arroyo's opinion is that PG&E's negotiations with Wildcat Renewables LLC were, overall, fair to competitors, noting an issue with the late substitution. Fairness to PG&E's ratepayers based on price reasonableness is discussed in the next chapter.

6. MERIT FOR CPUC APPROVAL

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

A. CONTRACT SUMMARY

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

DAC-GT contracts include:

- The Avenue 26 Solar Phase 1 PPA has a contract capacity of 2.56 MW; contract quantity will average 7 GWh/year and contract price will be [REDACTED] over a twenty-year delivery term. The legal counterparty to the PPA is RPCA Solar 1, LLC.
- The Avenue 26 Solar Phase 2 PPA has a contract capacity of 5 MW; contract quantity will average 14 GWh/year and contract price will be [REDACTED] over a twenty-year delivery term. The legal counterparty to the PPA is also RPCA Solar 1, LLC.
- The Canyon Road Solar PPA has a contract capacity of 5 MW; contract quantity will average 13 GWh/year and contract price will be [REDACTED] over a twenty-year delivery term. The legal counterparty to the PPA is RPCA Solar 6, LLC.
- The Althea Avenue Solar Phase I PPA has a contract capacity of 5 MW; contract quantity will average 14 GWh/year and contract price will be [REDACTED] over a twenty-year delivery term. The legal counterparty to the PPA is RPCA Solar 8, LLC.

In each case the counterparty for the PPA is a special project entity that is a subsidiary of Wildcat Renewables, LLC, itself a subsidiary of Renewable Properties, LLC.

B. NARRATIVE OF EVALUATION CRITERIA AND RANKING

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

1. CONTRACT PRICE AND MARKET VALUATION

Contract Price. When compared to proposals for long-term contracts for renewable energy that were submitted to PG&E's 2017 PV solicitation (the most recent fully robust solicitation for offers from solar generators held by the utility), all four contracts rank high in price, [REDACTED]. This is, however, not a comparison to a fresh peer group, and market conditions have clearly changed since January 2018 when PV RFO proposals were due. Furthermore, the PV RFO included proposals for projects located in Edison's territory in the Mojave Desert that had the advantage of higher insolation than the western Central Valley where the selected DAC facilities are sited, and generally had better estimated capacity factors than the Fall 2021 DAC proposals. Finally, the average capacity of the projects submitted to the 2017 PV RFO was about 50 MW, which dwarfs the size of individual proposals to this DAC solicitation (the largest capacity of Wildcat Renewables' proposed projects is 5 MW), and which implies that their proposers likely envisaged capturing economies of scale available to those larger facilities that cannot be seized by DAC project developers.

When compared to conforming offers submitted to PG&E's prior DAC solicitations, all four of the selected offers would rank as moderate in price compared to that more analogous peer group, falling into [REDACTED].

Market Valuation. The four contracts' net market value [REDACTED], and therefore low, when compared to all offers for renewable energy received in PG&E's 2017 Photovoltaic RFO, using Arroyo's independent valuation methodology. As with price, Arroyo believes this reflects changes in market conditions, less insolation and lower capacity factors than desert projects in Edison's territory, and the lack of economies of scale for the much smaller DAC-GT projects.

When compared to conforming offers submitted to PG&E's prior DAC solicitations, the selected offers would rank as high in value based on Portfolio-Adjusted Value using the utility's LCBF methodology. Arroyo believes that this is more a comment on the upward shift in expected California energy market prices since the prior RFOs, rather than any improvement in the economics of projects being offered to solicitations, as higher forward energy market prices in 2022 make a proposal look more valuable today than it would have a year ago. Similarly, when compared using Arroyo's independent methodology, the selected offers would rank high in net market value compared to prior DAC proposals, with the exception of [REDACTED], which would rank as moderate.

2. CONSISTENCY WITH RPS GOALS AND PROCUREMENT PLAN

Procurement plan. PG&E's approved 2021 RPS procurement plan states that PG&E has no near-term need for RPS resources but will procure incremental volumes of RPS-eligible contracts through CPUC-mandated programs such as the RAM, ReMAT, and BioMAT programs. In the plan, PG&E discusses implementing the DAC-GT and CSGT programs, though not specifically in the context of a mandate to procure more RPS energy.

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

consistent with the plan’s emphasis on promoting competitive processes to minimize the cost impact of renewables.

RPS Goals. PG&E’s 2014 RPS solicitation protocol included an evaluation criterion for a contract’s contribution to RPS goals. One of the sub-criteria was whether a project would provide economic benefits to “communities afflicted with high poverty or unemployment” or high emission levels, which were legislative goals for enacting the state’s RPS program. All of the census tracts in which the four projects are sited are disadvantaged communities using the metrics employed by CalEnviroScreen 4.0. Some of the socioeconomic characteristics, based on the U.S Census Bureau’s 2011 American Community Survey of the cities or census-designated places closest to the projects are listed here:

	Median household income (\$thousands)	Population below poverty level	Unemployment rate
Chowchilla	\$66.0	23.1%	5.0%
Dos Palos	\$59.2*	8.6%*	15.1%*
Los Baños	\$65.8	22.9%	10.8%
California	\$84.9	12.3%	8.3%

* 2021 ACS data are not yet available for Dos Palos city; 2020 data are displayed

These data suggest that Chowchilla and Los Baños have been afflicted by high poverty. The census estimates of unemployment rate suggest that Dos Palos and Los Baños have been affected by high levels of unemployment.

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

Another RPS Goals evaluation sub-criterion in the 2014 RPS RFO was contribution to Executive Order S-06-06, which called for 20% of the state’s renewable energy needs in electricity to be met by electricity from biomass. The new PPAs will not contribute to that goal. A third sub-criterion was to assess the impact of the project on California’s water quality and usage; as solar photovoltaic facilities the projects will likely have a modest impact on water use.

Based on these observations, Arroyo would expect all four the PPAs to rank high for PG&E’s previously defined RPS Goals evaluation criterion.

3. PORTFOLIO FIT

Consistent with its approved 2021 RPS procurement plan, PG&E uses its Portfolio-Adjusted Value methodology to evaluate both market value and portfolio fit. As indicated, the selected projects would rank low in PAV against other proposals previously submitted to PG&E’s 2017 Photovoltaic Solicitation, and high in PAV when compared to proposals to PG&E’s prior Disadvantaged Communities solicitations.

Arroyo's opinion is that, qualitatively, the fit of the agreements with PG&E's portfolio ranks low. The utility already expects a net long RPS compliance position for much of the contract's term because of its prior procurement activities and because of changes in PG&E's retail load outlook. Contracting for deliveries of even more renewable energy increases PG&E's over-procurement of RPS-eligible energy in the next compliance periods and increases the size of the REC bank that must be carried forward to future periods: costs for these RECs will be expended during the contract's delivery term but a net need for the RECs is projected to develop in 2029, according to PG&E's 2021 RPS procurement plan.

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

4. PROJECT VIABILITY

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

[REDACTED] Arroyo assigned the Avenue 26 Solar Phase 2, Canyon Road, and Althea Avenue Solar Phase I projects a score of [REDACTED], using the Energy Division's project viability calculator. Arroyo assigns a score of [REDACTED] to Avenue 26 Solar Phase 1, [REDACTED]

[REDACTED] The scores rank Wildcat Renewables' projects in the [REDACTED] quartile for viability, or low, when compared to offers submitted to PG&E's 2017 PV solicitation. They also rank low in viability, in the [REDACTED] quartile when compared to prior offers submitted to PG&E's DAC solicitations, with the exception of [REDACTED] against that peer group.

C. DISCUSSION OF MERIT FOR APPROVAL

In Arroyo's opinion, three of the four contracts with project subsidiaries of Wildcat Renewables, LLC merit CPUC approval.

- PG&E applied its eligibility requirements directed by the CPUC to judge which offers conformed to the needs of the solicitation. Of the conforming offers, it selected offers for the DAC-GT programs based on value ranking using its CPUC-approved least-cost, best-fit methodology, taking into account the constraint of not exceeding the CPUC-directed program capacity caps.

- The selected offers rank high in price and low in value when compared to a peer group of proposals to PG&E's 2017 PV solicitation. This likely reflects the greater economies of scale that projects proposed to the PV RFO could realize given that the DAC solicitation imposed comparatively lower maximum offer sizes. It likely also reflects the impact of price escalation in the input costs to solar PV facilities since 2017. When compared to previous conforming proposals submitted to PG&E's DAC solicitations, the four selected facilities rank moderate in price and high in Portfolio-Adjusted Value.
- Arroyo ranks the contracts qualitatively as low in portfolio fit given PG&E's excess long position in RPS deliveries. However, the CPUC-mandated DAC-GT program requires PG&E to take additional RPS volumes, and taking these volumes is consistent with the utility's CPUC-approved 2021 RPS procurement plan.
- Arroyo ranks all the selected projects as low in project viability when compared to prior proposals submitted to PG&E's 2017 PV solicitation. Arroyo ranks Avenue 26 Solar Phase 2, Canyon Road Solar, and Althea Avenue Solar Phase I low in project viability when compared to proposals submitted to PG&E's previous DAC solicitations, but ranks Avenue 26 Solar Phase 1 moderate in viability against that peer group.
- The contracts will contribute to PG&E's prior definition of its RPS Goals evaluation criterion, such as conferring economic benefits to communities that are afflicted by poverty, high unemployment, and/or high emission levels.
- The minimal negotiations for the contracts were, overall, handled in a manner that was fair to competitors and to ratepayers, in Arroyo's opinion.

Arroyo notes specific concerns with PG&E's acceptance of the Althea Avenue Solar Phase I proposal as a substitute for the abandoned [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

The first two of these documented achievements are listed in Table 3 of the solicitation protocol as "Project Eligibility Requirements", specifically [REDACTED]. The protocol explicitly states that

"PG&E seeks Projects that meet the following criteria and eligibility requirements listed in Table 3 – Project Eligibility Requirements below by the Offer Submittal Deadline [...] If a Project does not meet one of the eligibility requirements below at the time of offer submittal, it will be considered non-conforming."

The Offer Submittal Deadline for this solicitation was March 4, 2022. Wildcat Renewables submitted the various required elements of a proposal package for the Althea Avenue Solar Phase I project over the period of [REDACTED]

[REDACTED]. Arroyo's reading of the specific requirements of the solicitation protocol is that the Althea Avenue Solar Phase I proposal is [REDACTED]

[REDACTED]

On that basis, Arroyo does not provide an opinion that the Althea Avenue Solar contract merits CPUC approval. Arroyo acknowledges that it would be expedient for PG&E to proceed with its contract for the output of the Althea project in order to close out its DAC-GT program, having obtained PPAs for the full authorized program capacity. Arroyo also acknowledges that, in its opinion, the Althea Avenue Solar Phase I proposal's rankings against the various evaluation criteria are comparable to those of the Avenue 26 Phase 2 project and the Canyon Road project, and that the IE would have judged Althea Avenue Solar Phase I to merit CPUC approval if its proposal had fully conformed to the eligibility requirements of the solicitation protocol.

Arroyo also acknowledges that it cannot currently identify any specific competitor of Wildcat Renewables that was unfairly disadvantaged by PG&E's selection of the Althea Avenue Solar Phase I project. However, future competitors that could hypothetically submit conforming proposals would be disadvantaged if this non-conforming proposal leads to a CPUC-approved contract that forecloses any future DAC-GT solicitations of PG&E.

Based on these observations, Arroyo's opinion is that the contracts with subsidiaries of Wildcat Renewables for the Avenue 26 Solar Phase 1, Avenue 26 Solar Phase 2, and Canyon Road projects merit CPUC approval.

² [REDACTED]

[REDACTED]

[REDACTED]

Appendix G

Proposed Protective Order

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

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

Advice 4686-G/6775-E

PROTECTIVE ORDER

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

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

3. Definitions

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

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

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

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

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

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

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

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

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

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

3. Are not an employee of a market participant.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Access and Use by Governmental Entities.

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

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

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

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

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

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

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

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

Entered: _____
Administrative Law Judge

Date: _____

APPENDIX A TO PROTECTIVE ORDER

BEFORE THE PUBLIC UTILITIES COMMISSION

OF THE STATE OF CALIFORNIA

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

Advice _____

NON-DISCLOSURE CERTIFICATE

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

By: _____
Title: _____
Representing: _____
Date: _____

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

AT&T
Albion Power Company

Alta Power Group, LLC
Anderson & Poole

Atlas ReFuel
BART

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

California Hub for Energy Efficiency
Financing

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

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

Chevron Pipeline and Power
City of Palo Alto

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

Dept of General Services
Don Pickett & Associates, Inc.
Douglass & Liddell
Dish Wireless L.L.C.

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

GenOn Energy, Inc.
Goodin, MacBride, Squeri, Schlotz &
Ritchie

Green Power Institute
Hanna & Morton

ICF
iCommLaw
International Power Technology
Intertie

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

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

Modesto Irrigation District
NLine Energy, Inc.
NRG Solar

OnGrid Solar
Pacific Gas and Electric Company
Peninsula Clean Energy

Pioneer Community Energy

Public Advocates Office

Redwood Coast Energy Authority
Regulatory & Cogeneration Service, Inc.

Resource Innovations

SCD Energy Solutions
San Diego Gas & Electric Company

SPURR
San Francisco Water Power and Sewer
Sempra Utilities

Sierra Telephone Company, Inc.
Southern California Edison Company
Southern California Gas Company
Spark Energy
Sun Light & Power
Sunshine Design
Stoel Rives LLP

Tecogen, Inc.
TerraVerde Renewable Partners
Tiger Natural Gas, Inc.

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