

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



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Application of Pacific Gas and Electric Company for Adoption of Electric Revenue Requirements and Rates Associated with its 2017 Energy Resource Recovery Account (ERRA) and Generation Non-Bypassable Charges Forecast and Greenhouse Gas Forecast Revenue and Reconciliation

(U 39 E)

Application 16-06-003  
(Filed June 1, 2016)

**REPLY BRIEF OF  
PACIFIC GAS AND ELECTRIC COMPANY (U 39 E)**

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**I. INTRODUCTION**

Besides PG&E, only two other parties filed opening briefs in this proceeding. The City and County of San Francisco (“CCSF”) filed an opening brief that focused on two narrow issues – the amount of the Power Charge Indifference Adjustment (“PCIA”) and CCSF’s recommendation that the PCIA be subject to refund. Marin Clean Energy (“MCE”) also limited its opening brief to a few issues, the California Department of Water Resources (“DWR”) PCIA negative indifference amount, PG&E’s proposal for a formal process for including Community Choice Aggregation (“CCA”) load forecasts in future ERRA Forecast applications, and the Green Tariff Shared Renewables (“GTSR”) Program. In this Reply Brief, PG&E addresses the issues raised by these parties and demonstrates that their recommendations are inconsistent with law and Commission precedent, and thus should be rejected.

**II. PROCEDURAL BACKGROUND**

In its summary of the procedural background of this proceeding, MCE argues that the negative indifference amount should not be considered in this proceeding, but instead should be

considered in some unspecified future forum.<sup>1</sup> This is a truly remarkable turn of events. Less than ten months ago, in PG&E's 2016 Energy Resource Recovery Account ("ERRA") Forecast proceeding (Application 15-06-001), MCE stated in its comments on the proposed decision in that proceeding:

The Proposed Decision concludes that "PG&E should request authority for its disposition/retirement of the negative indifference amounts associated with pre-2009 DA customers, in its next ERRA forecast application." MCE supports this conclusion.<sup>2</sup>

In its protest in this proceeding, filed on July 6, 2016, MCE addressed the retirement of the DWR PCIA negative indifference amount in detail, but never suggested or mentioned that it should be addressed in another forum or venue. Nor did MCE suggest at the August 8<sup>th</sup> prehearing conference in this proceeding that the retirement of the DWR PCIA negative indifference amount should be addressed in a different proceeding. When the retirement of the negative indifference amount was identified as an issue in the Scoping Memo on August 19<sup>th</sup>, MCE did not object.<sup>3</sup>

Not only has the retirement of the DWR PICA negative indifference amount been identified as an issue in this proceeding, it has also been litigated. PG&E submitted Prepared Testimony addressing its proposal and at the September 13<sup>th</sup> hearing, MCE's counsel conducted cross-examination regarding PG&E's negative indifference amount retirement proposal. At no point during the hearing did MCE's counsel suggest that the DWR PCIA negative indifference amount retirement should be addressed in a separate proceeding.

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<sup>1</sup> MCE Brief at pp. 5-7.

<sup>2</sup> *Opening Comments of Marin Clean Energy on Proposed Decision*, filed December 3, 2015 in Application ("A.") 15-06-001 at p. 10 (emphasis added, footnotes omitted).

<sup>3</sup> *Scoping Memo and Assigned Commissioner Ruling*, issued August 19, 2016, at p. 3, Issue #5.

Now, just two weeks after hearings concluded, MCE has abruptly changed its position and is arguing that the negative indifference amount retirement should be addressed in a separate, unspecified proceeding. MCE identifies three events which it asserts support its abrupt about-face.

First, MCE asserts that a PCIA workshop which occurred in the 2015 ERRA Forecast proceeding in March 2016 justifies MCE's change in position.<sup>4</sup> However, the PCIA workshop was included in the exact same Proposed Decision which directed that PG&E seek to close the negative indifference amount in this proceeding. When it emphatically supported addressing the negative indifference amount in this proceeding, MCE was well aware that a PCIA workshop would occur. Moreover, the PCIA workshop, which occurred March 8, 2016, occurred well before PG&E's 2017 ERRA Forecast Application, MCE's protest, the prehearing conference in this proceeding, and the hearing in this proceeding. In short, if MCE believed that the PCIA workshop was a basis for changing the venue where the negative indifference amount retirement should be considered, it had ample opportunity to make this point, but it failed to do so. Finally, the PCIA workshop was very limited in scope and was not intended to address the negative indifference amount at issue in this proceeding.<sup>5</sup>

Second, MCE asserts that the negative indifference amount retirement should be addressed by the PCIA Working Group formed by D.16-09-044. However, the PCIA Working Group's scope is focused on improving transparency and access to PCIA related information.<sup>6</sup> The PCIA Working Group has not been directed by the Commission to focus on issues such as the retirement of PG&E's negative indifference amount.

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<sup>4</sup> MCE Brief at p. 6.

<sup>5</sup> See *Administrative Law Judge's Ruling Introducing Final Workshop Report*, filed September 9, 2016 in A.14-05-024, Attachment A at p. 4 (describing the limited scope of the PCIA workshop).

<sup>6</sup> D.16-09-044, Ordering Paragraph ("OP") 7.

Third, MCE asserts that issues related to pre-2009 vintages have now arisen in Southern California Edison Company's ("SCE") and San Diego Gas & Electric Company's ("SDG&E") ERRA Forecast proceedings and thus should be addressed in a separate proceeding involving all three utilities.<sup>7</sup> However, as PG&E's witness Donna Barry explained during the hearing, SCE's and SDG&E's DWR-related non-bypassable charge issues are distinct from the issues related to the DWR PCIA for PG&E because they involve unique settlements entered into by those utilities.<sup>8</sup> This testimony is undisputed. Because the DWR PCIA issues for the three utilities are factually distinct, there is no need to address them together.

The retirement of the negative indifference amount was squarely identified as an issue in this proceeding in the Scoping Memo and has been the subject of prepared testimony, cross-examination by MCE of PG&E witnesses, and briefs. There is no reason to adopt MCE's last-minute request for a delay considering an issue that is clearly in scope, and about which a robust record has been developed.

### **III. PG&E'S 2017 ERRA FORECAST REQUESTS<sup>9</sup>**

No parties addressed this issue in their opening briefs.

### **IV. PG&E'S 2017 ELECTRIC SALES FORECAST<sup>10</sup>**

No parties addressed this issue in their opening briefs.

### **V. GREENHOUSE GAS ISSUES<sup>11</sup>**

No parties addressed this issue in their opening briefs.

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<sup>7</sup> MCE Brief at pp. 6-7.

<sup>8</sup> Transcript ("Tr.") at p. 60, line 21 to p. 61, line 19 (PG&E, Barry).

<sup>9</sup> Scoping Memo Issues #1 and #8.

<sup>10</sup> Scoping Memo Issue #2.

<sup>11</sup> Scoping Memo Issues #3, #4, and #7.

## VI. PG&E'S NEGATIVE INDIFFERENCE AMOUNT PROPOSAL<sup>12</sup>

The majority of MCE's Opening Brief is dedicated to the negative indifference amount issue. MCE's brief is long on rhetoric and accusations, but short on actual facts. PG&E addresses each of the issues raised by MCE below. However, there are two preliminary matters that bear mentioning. First, it is interesting to note that MCE is the only party in this proceeding that raised concerns about PG&E's DWR PCIA negative indifference amount proposal. It is undisputed that the negative indifference amount only affects Direct Access ("DA") customers, as MCE's representative acknowledged at the pre-hearing conference.<sup>13</sup> None of the DA customer representatives have raised any concern regarding PG&E's proposal to retire the negative indifference amount. Nor have any other CCAs raised any concerns.

Second, most of the facts regarding the DWR PCIA negative indifference amount are undisputed. It is undisputed that the DWR PCIA was established for the purpose of recovering DWR contract costs.<sup>14</sup> It is also undisputed that the negative indifference amount was properly tracked by PG&E and used to offset positive DWR PCIA costs while the DWR contracts remained in place. It is also undisputed that the DWR contracts have all now expired.<sup>15</sup> Finally, it is undisputed that there are no more DWR costs attributable to DA customers to offset with the remaining \$77 million negative indifference amount. Given these undisputed facts, PG&E's proposal to retire the remaining negative indifference amount associated with the DWR PCIA is reasonable and consistent with Commission decisions. The DA customers, who have been active in this proceeding and are the only parties entitled to the negative indifference amount,

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<sup>12</sup> Scoping Memo Issue #5.

<sup>13</sup> Tr. at p. 21, line 27 to p. 22, line 3 (MCE, Waen).

<sup>14</sup> Tr. at p. 57, line 6 to p. 58, line 17 (PG&E, Barry).

<sup>15</sup> Exhibit ("Ex.") PG&E-1 at p. 10-6, Table 10-2.

apparently agree as they have not protested PG&E's proposal. As demonstrated below, MCE's concerns are misplaced and thus provide no basis for rejecting PG&E's proposal.

**A. MCE's Arguments Regarding Bundled Customer Indifference Are Unsupported, As Are Its Arguments About Prior Proceedings**

MCE starts its argument regarding the negative indifference amount with an assertion that PG&E's proposal violates bundled customer indifference, but it fails to substantiate that claim.<sup>16</sup> As Ms. Barry explained at the hearing, bundled customers are no better off because of an accumulation of a negative indifference amount.<sup>17</sup> A negative indifference amount for the DWR PCIA simply meant that, in a given year, PG&E's DWR contract costs were lower than the market costs of an equivalent portfolio. In that case, bundled customers benefitted from the lower DWR contract costs in that year, and departing customers (*i.e.*, DA customers) benefitted because a negative indifference amount was created and carried forward to offset future years in which the DWR PCIA was positive.<sup>18</sup> The Commission has held that departing customers cannot receive a negative credit or payment, but instead are able to carry forward the negative indifference amount.<sup>19</sup> Both bundled and departing customers benefitted in the year in which the DWR contract costs were lower than the equivalent market portfolio – bundled customers (including those now served by MCE) got a lower cost and departing customers got a negative indifference amount to carry forward.

Consistent with the principle of bundled customer indifference, Ms. Barry was quite clear in her prepared testimony and at the hearing that bundled customers do not receive any benefit

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<sup>16</sup> MCE Brief at pp. 8-10.

<sup>17</sup> Tr. at p. 52, line 5 to p. 53, line 20; p. 54, line 21 to p. 55, line 3 (PG&E, Barry).

<sup>18</sup> Exhibit ("Ex.") PG&E-1 at p. 10-7, line 22 to p. 10-8, line 9; *see also* D.08-09-012 at p. 41 (explaining negative indifference amounts).

<sup>19</sup> D.06-07-030, Conclusion of Law 4.

from an accumulated negative indifference amount.<sup>20</sup> MCE did not offer any evidence or testimony to refute this point. Moreover, Ms. Barry’s testimony is completely consistent with Commission decisions which have determined that the negative indifference amount is simply an amount to be tracked to offset subsequent positive DWR PCIA charges owed by DA customers.<sup>21</sup> This is exactly what occurred. For example, in 2009 and 2010, the DWR PCIA was positive, but the negative indifference amount carried forward from earlier years resulted in no DWR PCIA being owed by DA customers.<sup>22</sup> The same occurred in 2014 and 2015, when positive DWR PCIA amounts were offset by the negative indifference amount.<sup>23</sup> While bundled customers did not benefit from the negative indifference amount, DA customers certainly did. MCE’s claim that bundled customers somehow benefit from the negative indifference amount associated with the DWR PCIA is meritless.

MCE also asserts that PG&E has “repeatedly” tried to eliminate the concept of negative indifference amounts in earlier Commission proceedings.<sup>24</sup> The relevance of this argument is unclear. PG&E has taken a number of positions in Commission proceedings over the years – some of have been adopted by the Commission, some have not. The same is true for MCE or any party that practices regularly before the Commission. What is relevant here, however, is whether PG&E’s proposal to retire the negative indifference amount associated with the DWR PCIA is consistent with Commission decisions. The answer to that question is a resounding “yes.” The Commission was quite clear in D.07-05-005 that “[i]n the event there is any net cumulative negative indifference balance at the time the DWR contracts expire, that balance will

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<sup>20</sup> Ex. PG&E-1 at p. 10-9, lines 7-17; Tr. at p. 51, line 17 to p. 52, line 4 (PG&E, Barry).

<sup>21</sup> D.06-07-030 at p. 42 (explaining negative indifference concept) and Conclusion of Law 4.

<sup>22</sup> Ex. PG&E-1, at p. 10-4, lines 1-6 and Table 10-1.

<sup>23</sup> Ex. PG&E-1 at p. 10-5, lines 10-15 and Table 10-2.

<sup>24</sup> MCE Brief at pp. 10-12.

not be credited to DA/DL customers. It will simply expire.”<sup>25</sup> There is no dispute that the DWR contracts have expired and thus, consistent with the Commission’s clear direction, so should the negative indifference amount associated with the DWR PCIA.

### **B. PG&E’s Proposal Is Consistent With Commission Decisions**

MCE asserts that PG&E’s proposal to retire the DWR PCIA negative indifference amount is inconsistent with the actions of SCE and SDG&E, and with Commission decisions.<sup>26</sup> With regard to the other utilities, as PG&E explained above in Section II and Ms. Barry explained at the hearing, the SCE and SDG&E DWR PCIAs are different from PG&E’s because these utilities entered into certain settlements that involved the recovery of additional costs through their respective PCIA.<sup>27</sup> Thus, it is entirely reasonable and to be expected that SCE and SDG&E may be treating their DWR PCIAs differently.

To support its argument that PG&E’s proposal is inconsistent with Commission decisions, MCE relies almost exclusively on a single quote from D.08-09-012. However, as PG&E explained in its opening brief, the Commission was addressing a separate non-bypassable charge in D.08-09-012, not the DWR PCIA. In D.08-09-012, the Commission was simply referencing the reasoning discussed in D.07-05-005, and stating that this reasoning is valid for other non-bypassable charges.<sup>28</sup> The Commission was not, as MCE implies, overruling its earlier decision in D.07-05-005 or deciding that the DWR PCIA negative indifference amount would continue indefinitely.

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<sup>25</sup> D.07-05-005, Finding of Fact 15.

<sup>26</sup> MCE Brief at pp. 12-15.

<sup>27</sup> Tr. at p. 60, line 15 to p. 61, line 19 (PG&E, Barry).

<sup>28</sup> D.08-09-012 at pp. 51-52.

Finally, as Ms. Barry explained at the hearing, not only is PG&E's proposal consistent with Commission decisions, it is also reasonable. The DWR PCIA was established with a single purpose – recovery of DWR contract costs.<sup>29</sup> Those contracts have now expired and there are no more costs to recover. Thus, the only aspect of the DWR PCIA remaining is the \$77 million negative indifference amount for DA customers. The Commission has repeatedly stated in both D.06-07-030 and D.08-09-012 that negative indifference amounts cannot be paid to departing customers.<sup>30</sup> Because there are no more DWR costs to pay and the negative indifference amount cannot be paid to DA customers, PG&E's proposal to retire this amount is reasonable and consistent with Commission decisions.

**C. PG&E's Proposal is Properly in Scope in this Proceeding**

MCE argues that PG&E can raise issues regarding the negative indifference amount in the PCIA Working Group.<sup>31</sup> PG&E addressed this issue above in Section II.

**D. PG&E Did Not Conceal Its Plan to Retire the DWR PCIA, As MCE Alleges**

Finally, in the introduction to its Opening Brief, MCE implies that PG&E has been nefariously hiding its plan to retire the DWR PCIA negative indifference amount.<sup>32</sup> There is absolutely no basis for this assertion. As MCE is well aware, in PG&E's 2015 ERRR Forecast Application (A.14-05-024), PG&E's Prepared Testimony noted that the DWR contracts would be expiring in 2015 and thus the DWR PCIA (referred to at that time as the D.06-07-030 PCIA) would end and "be set to zero."<sup>33</sup> Consistent with D.07-05-005, when the DWR contracts

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<sup>29</sup> Tr. at p. 57, line 6 to p. 58, line 17 (PG&E, Barry).

<sup>30</sup> D.06-07-030, Conclusion of law 4; D.08-09-012 at p. 41.

<sup>31</sup> MCE Brief at pp. 15-16.

<sup>32</sup> MCE Brief at pp. 3-4.

<sup>33</sup> See A.14-05-024, PG&E's Prepared Testimony (Ex. PG&E-1), at p. 9-8, lines 7-11, submitted May 30, 2014.

expired, the DWR PCIA and negative indifference amounts expired as well, setting the negative indifference amount to zero as PG&E had explained in its testimony. MCE was a party in the 2015 ERRA Forecast proceeding and did not raise any concerns regarding the DWR PCIA retirement, nor did it submit any testimony or briefs opposing the retirement. MCE only raised these issues in subsequent proceedings, arguing the DWR PCIA should be used to offset other non-bypassable charges. MCE's attempt to imply that PG&E "hid" its retirement of the DWR PCIA and the negative indifference amount is unavailing.

## **VII. PG&E'S PROPOSAL FOR A PROCESS TO INCLUDE CCA LOAD FORECASTS<sup>34</sup>**

MCE is the only party that raised any concerns regarding PG&E's proposal for a process to include CCA load in future ERRA Forecast Applications.<sup>35</sup> MCE's concerns are somewhat unexpected because it was actively involved in the process to develop PG&E's proposal. However, MCE's concerns are readily addressed. MCE's first concern is that PG&E's proposal should not limit discovery. PG&E's proposal is in no way intended to impact MCE's ability to engage in discovery regarding CCA load or any other topic. Second, MCE expresses concern that this process will limit any requirements for PG&E to forecast departing load in other contexts or proceedings. Again, this is not the intent of the proposal, which clearly states that it is meant to apply to load forecasts used in ERRA Forecast Application proceedings. PG&E has no objection to modifying the proposal to state that it is not intended to limit discovery or PG&E's departing load forecasts in other proceedings.

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<sup>34</sup> Scoping Memo Issue #6.

<sup>35</sup> MCE Brief at pp. 16-17.

**VIII. WHETHER ALL CALCULATIONS, INCLUDING BUT NOT LIMITED TO THE CALCULATION OF THE ERRA, ONGOING CTC, PCIA, CAM, GHG, NON-BYPASSABLE CHARGES, ERRA UNDER-COLLECTION, PROCUREMENT COSTS, VINTAGING, ARE IN COMPLIANCE WITH ALL APPLICABLE RESOLUTIONS, RULINGS, AND DECISIONS FOR ALL CUSTOMER TYPES<sup>36</sup>**

**A. CCSF's Concerns About the PCIA and Above-Market Costs**

CCSF expresses concerns about the amount of above-market costs associated with the contracts in PG&E's portfolio, and the corresponding PCIA.<sup>37</sup> As a preliminary matter, besides expressing concern about the amount of the PCIA, CCSF does not claim that the PCIA and other non-bypassable charges at issue in this proceeding were calculated incorrectly, nor does CCSF assert that PG&E did not follow existing Commission-approved methodologies. CCSF notes that the PCIA rates for SCE and SDG&E are lower than PG&E's PCIA rate. However, this does not mean, nor does CCSF claim, that PG&E's PCIA rate was improperly calculated.

More fundamentally, as the Commission has noted before, many of the above-market contracts in PG&E's portfolio are for renewable resources that were procured in the early years of California's Renewables Portfolio Standard ("RPS") program and were relatively high-priced because the technologies and program were new. As a result of this early contracting, a robust renewable resource market has now developed and current market prices are substantially lower. CCA customers are now benefitting from the lower market prices for renewable resources that resulted from the early contracts signed by PG&E and the other utilities at the beginning of the RPS program. Moreover, all of the contracts in PG&E's portfolio were approved by the Commission through a public and transparent process and were found to be just and reasonable at the time they were approved. The fact that market prices have subsequently declined does not mean that these early RPS contracts were imprudent or unreasonable. CCA customers today are

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<sup>36</sup> Scoping Memo Issue #9.

<sup>37</sup> CCSF Brief at pp. 2-3.

enjoying the benefit of these early RPS contracts, which were entered into on their behalf as bundled customers, and thus should pay their fair share of the costs.

**B. MCE’s Argument Regarding Retirement of the DWR PCIA Negative Indifference Amount**

In this section of its Opening Brief, MCE repeats its argument that PG&E secretly retired the DWR PCIA negative indifference amount.<sup>38</sup> This argument was addressed above in Section VI.D. However, one assertion made by MCE bears comment. In footnote 53, MCE cites D.15-12-022, page 9 and implies that the Commission previously determined that PG&E had not presented its proposal to retire the DWR PCIA in earlier ERRA Forecast applications or testimony.<sup>39</sup> This characterization is simply wrong. The page from D.15-12-022 cited by MCE was simply summarizing MCE’s arguments, not the Commission’s determination. In fact, the Commission never adopted MCE’s argument. It is typical in Commission decisions for the Commission to summarize parties’ arguments, but this does not mean the Commission is adopting the parties’ argument. MCE’s Opening Brief, which implies this is something that the Commission determined, is inaccurate, at best.

**C. Green Tariff Shared Renewables Program Issues**

MCE recommends that additional information be included in future ERRA Forecast Applications regarding the Green Tariff Shared Renewables or “GTSR” program.<sup>40</sup> PG&E’s Prepared Testimony in this proceeding included detailed cost information regarding the GTSR Program, as did the workpapers which were marked as Exhibit PG&E-5.<sup>41</sup> It is unclear the additional information that MCE is requesting in its Opening Brief. PG&E is more than willing

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<sup>38</sup> MCE Brief at pp. 17-18.

<sup>39</sup> MCE Brief at p. 18, n. 53.

<sup>40</sup> MCE Brief at pp. 20-22.

<sup>41</sup> Ex. PG&E-1 at pp. 8-8 to 8-9 (information regarding GTSR program).

to work with MCE to identify additional information that MCE believes is needed in future ERRA Forecast Applications.

#### **IX. MAKING THE PCIA SUBJECT TO REFUNDS<sup>42</sup>**

CCSF argues that because market participants do not have access to the confidential, market sensitive information in PG&E's Prepared Testimony (Exhibit PG&E-1), the PCIA should be subject to refund until such time as this information becomes public.<sup>43</sup> This proposal should be rejected for several reasons.

First, the Legislature expressly directed that market sensitive procurement information be maintained as confidential in Commission proceedings<sup>44</sup>, and the Commission has implemented this directive through a clear set of rules and procedures outlined in D.06-06-066 and subsequent decisions. CCSF does not dispute that PG&E followed the Commission confidentiality rules in this proceeding. PG&E included with its Prepared Testimony a confidentiality matrix and corresponding declarations identifying each item that was redacted, explaining the basis for the redaction, and citing the Commission decision or rule supporting the redaction. No party, including CCSF, challenged any of the specific confidentiality assertions made by PG&E.

Second, CCSF essentially ignores the fact that non-market participants, such as the Office of Ratepayer Advocates, the California Farm Bureau Federation, and others have full access to the confidential, market sensitive information provided by PG&E.

Third, CCSF mentions, but essentially sidesteps, the fact that market participants can also have access to confidential, market sensitive information if they execute the Commission-approved form Non-Disclosure Agreement ("NDA") and abide by the Commission requirements

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<sup>42</sup> Scoping Memo Issue #10.

<sup>43</sup> CCSF Brief at pp. 3-4.

<sup>44</sup> Cal. Pub. Util. Code § 454.5(g).

for a Reviewing Representative. CCSF asserts that there are “few experts” who are able to meet the Reviewing Representative requirements.<sup>45</sup> Only in a footnote, however, does CCSF acknowledge that Sonoma Clean Power Authority (“SCPA”), a CCA and market participant, recently retained an expert who signed an NDA and was provided to full access to all of the confidential, market sensitive information in this proceeding.<sup>46</sup> The fact that market participants can, and have, retained experts who will qualify as Reviewing Representatives and fully access all of the information in this proceeding obviates CCSF’s concerns.

Finally, CCSF’s proposal that the PCIA be subject to refund is based on an incorrect assumption; PG&E’s Prepared Testimony includes confidential, market sensitive information, and the justness and reasonableness of the PCIA cannot be determined until this information becomes public. It is the Commission, not market participants, that determines whether the PCIA was appropriately calculated and is therefore just and reasonable. In this proceeding, the Commission and its Staff, as well as ORA and other market (*e.g.*, SCPA) and non-market participants, have full access to all of the information in this proceeding, including market sensitive information. There is no need for the Commission to wait for three years (after which market participants have access to certain market sensitive information) to make a decision in this proceeding when it has a full and complete record before it now upon which to make a decision. The fact that some market participants, who have elected not to sign NDAs, do not have access to confidential, market sensitive information, does not mean that the Commission itself cannot make a thorough review, or determine that the PCIA was properly calculated.

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<sup>45</sup> CCSF Brief at p. 3. MCE also addressed this issue in its Opening Brief, but did not make any specific proposal or recommendation.

<sup>46</sup> CCSF Brief at p. 3, n. 12.

**X. SAFETY ISSUES<sup>47</sup>**

No parties addressed this issue in their opening briefs.

**XI. CONCLUSION**

Based on the substantial and largely undisputed evidence provided by PG&E in this proceeding, PG&E respectfully requests that the Commission adopt the recommendations proposed by PG&E in its Summary of Recommendations included at the beginning of its Opening Brief.

Respectfully submitted,

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Dated: October 11, 2016

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<sup>47</sup> Scoping Memo Issue #11.